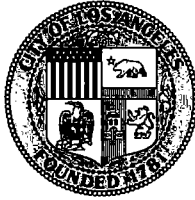


J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

CITY OF LOS ANGELES  
CALIFORNIA



JAMES K. HAHN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 978-1043  
General Information - (213) 978-1133  
Fax: (213) 978-1040

HELEN GINSBURG  
Chief, Council and Public Services Division

00-0488  
00-0531

PLACE IN FILES

OCT 21 2003

DEPUTY *jm*

October 16, 2003

City Administrative Officer  
Chief Legislative Analyst  
City Attorney  
City Engineer  
Board of Recreation and Parks  
Commissioners  
Councilmember Perry

Controller, Room 300  
Accounting Division, F&A  
Disbursement Division  
Department of Recreation and Parks  
Department of General Services  
L.A. for Kids Steering Committee

RE: PROPOSED RELOCATION OF THE CHILDREN'S MUSEUM OF LOS ANGELES

At the meeting of the Council held October 7, 2003, the following action was taken:

Attached report adopted.....	<u>          X          </u>
Attached motion ( ) adopted.....	<u>                          </u>
To the Mayor FORTHWITH.....	<u>          X          </u>
Motion adopted to approve communication recommendation(s).....	<u>                          </u>
Mayor concurred .....	<u>          10-10-03          </u>

*J. Michael Carey*

City Clerk  
jr

steno\000488

*FF*  
*jm 10-21-07*

Mayor's Time Stamp

RECEIVED

'03 OCT -7 P3:19

DEPUTY MAYOR

FORTHWITH

RECEIVED  
 CITY CLERK'S OFFICE  
 City Clerk's Time Stamp  
 2003 OCT -7 PM 3:08  
 CITY CLERK  
 BY \_\_\_\_\_ DEPUTY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 00-0488 & 00-0531

COUNCIL DISTRICT NO. \_\_\_\_\_

COUNCIL APPROVAL DATE October 7, 2003

RE: PROPOSED RELOCATION OF THE CHILDREN'S MUSEUM OF LOS ANGELES

**OCT 17 2003**

LAST DAY FOR MAYOR TO ACT \_\_\_\_\_  
 (10 Day Charter requirement as per LAAC Section 14.7)

**DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY**

~~APPROVED~~

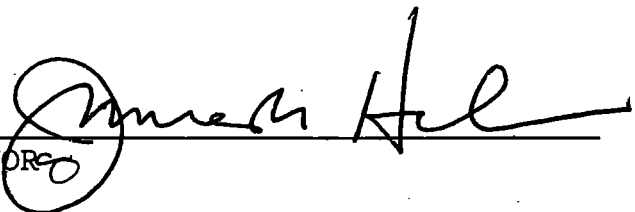
\*DISAPPROVED

\*Transmit objections in writing pursuant to LAAC Section 14.7

RECEIVED  
 CITY CLERK'S OFFICE  
 2003 OCT 10 PM 4:41  
 CITY CLERK  
 DEPUTY

DATE OF MAYOR APPROVAL OR DISAPPROVAL OCT 10 2003

MAYOR



steno/000488a

OCT 14 2003

TO THE COUNCIL OF THE  
CITY OF LOS ANGELES

Your ARTS, PARKS, HEALTH AND AGING COMMITTEE

reports as follows:

	<u>Yes</u>	<u>No</u>
Public Comments	<u>XX</u>	<u>—</u>

ARTS, PARKS, HEALTH AND AGING COMMITTEE REPORT relative to the proposed relocation of the Children's Museum of Los Angeles (CMLA).

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. AUTHORIZE the CMLA Proposition K project to be moved from the Art Park site to the Hansen Dam site.
2. AUTHORIZE the corresponding assignment of Proposition K funds available for the Art Park site to be used for construction of the project at the Hansen Dam site, subject to:
  - a. CMLA providing satisfactory proof to the Proposition K:L.A. for Kids Steering Committee that all funds required to complete construction have been obtained either in cash or legally enforceable contracts prior to the City undertaking any guarantee to obtain the State funds.
  - b. Such proof be provided not later than 12 months from the date of approval by Council of this action.
  - c. Resolution of any issues arising from any constraints applicable to these funds and the proposed relocation of the project.
3. AUTHORIZE the City Engineer to:
  - a. Negotiate amendments to the Proposition K Grant Agreement, and with assistance from the Recreation and Parks Department, to the Operating and Ground Lease Agreements for the Hansen Dam Children's Museum, subject to the approval of the City Attorney as to form and legality, to remove the requirement that two Children's Museums be constructed and to include various provisions substantially as stated above and follows:
    - (1) A requirement that CMLA provide outreach to communities outside of the San Fernando Valley, including some type of assistance with transportation to the Children's Museum and a greater outreach program to take the Children's Museum activities to the community.
    - (2) A commitment by CMLA to work in good faith to plan, design, construct and operate a Children's Museum of Los Angeles in the central part of the City within five years once the CMLA at Hansen Dam is open.

- (3) A requirement that CMLA provide satisfactory proof that all funds required to complete construction have been obtained either in cash or legally enforceable contracts prior to the City undertaking any guarantee to obtain the State funds, and that such proof be provided not later than 12 months from the date of approval by the City Council of this action.
  - (4) Extension of the deadline to break ground at Hansen Dam no later than July 31, 2005.
  - (5) Establishment of a deadline to commence operations at Hansen Dam no later than January 31, 2007.
- b. Negotiate an agreement or amendment to an existing agreement as appropriate, with the CMLA, and with assistance from the City Administrative Officer and the City Attorney, to provide \$800,000 from the Capital Improvement Expenditure Program, Fund 100/54, Account T729, entitled Hansen Dam Children's Museum, to partially fund design or construction activities for the Hansen Dam Children's Museum, subject to the approval of the City Attorney as to form and legality.

Fiscal Impact Statement: The Proposition K: L.A. for Kids Steering Committee (Steering Committee) reports that approval of this matter would allow the Children's Museum to move its Proposition K project from the Art Park site to the Hansen Dam site. Further, it would authorize the City Engineer to begin negotiations of amendments to the various leases and agreements. It should have no impact on the General Fund.

Summary:

In its report dated October 3, 2003, the Steering Committee states that in May 2000, Council, with the Mayor's concurrence, approved two sites (at the Little Tokyo Art Park and at Hansen Dam) for development by the CMLA (Council file No's 00-0531 and 00-0488). Council found that each of the two proposed Children's Museum sites and the proposed project are substantially the same as the original Proposition K competitive grant proposal to build a Children's Museum at a site in the Zoo parking lot. This action also combined the Hansen Dam Children's Museum with a Proposition K-funded Environmental Awareness Center already planned for the site, and authorized execution of various agreements.

In August 2003, the CMLA notified the City that it was unrealistic to expect that both sites could be developed simultaneously and, subsequently, revised their plans to reflect that reality. Accordingly, the CMLA requested that the Children's Museum, to be built as a Proposition K project at the Art Park site, be allowed to be moved to the Hansen Dam site. Further, the CMLA requested that the funds presently assigned to the Art Park site be authorized for use at the Hansen Dam site, and that the various agreements and leases be amended accordingly. Finally, the CMLA requested that the revised agreements include provisions with respect to performance and operation of the Museum.

On September 25, 2003, the Steering Committee recommended approval of the CMLA request, subject to certain conditions. The Committee noted that the Hansen Dam site has greater financial viability due to the anticipated availability of State funds (Propositions 12 and 40) for that site, and the availability of Proposition K funds for the Hansen Dam Environmental Awareness Center. The Committee observed, however, that the State funding sources require the City to act as a conduit for the grant agreements and guarantee completion of the project. For that reason, the Committee recommends that the CMLA be required to provide satisfactory proof to the Steering Committee that all funds required to complete construction of the project have been obtained either in cash or legally enforceable contracts prior to the City undertaking any guarantee to obtain the State funds.

The Steering Committee further recommends that the CMLA be given a total of 12 months from the date of Council approval to provide the proof that all of the required construction funding has been obtained. Finally, recognizing that each of the leases and agreements with the CMLA will need to be revised, or potentially terminated, the Steering Committee recommends that the City Engineer be authorized to negotiate amendments to the leases and agreements and present them for the necessary approvals. At this time, it is not recommended that the lease at the Art Park site be terminated until negotiations are complete and amended agreements approved.

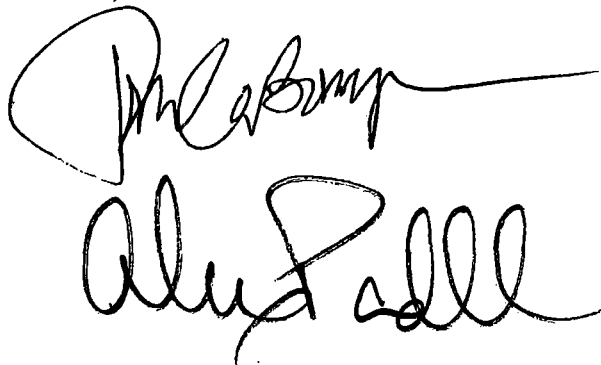
To date, the City has provided to the CMLA \$1.0 million in Proposition K funds specified in the ballot measure for the Environmental Awareness Center at Hansen Dam, and an additional \$1.1 million (net of bond match) in bond proceeds for the Art Park site. Any issues that arise from any constraints applicable to these funds and the proposed relocation of the project must be addressed during contract negotiations.

Finally, It should be noted that not approving these actions could result in the projects being abandoned by the CMLA, and the use of the Proposition K funds being reevaluated within the constraints of the ballot measure and the bond covenants. The City would then be legally obligated to construct the \$2.5 million Environmental Awareness Center at Hansen Dam during the 30-year life of Proposition K.

At a special meeting held October 3, 2003, the Arts, Parks, Health and Aging Committee considered this matter and recommended that Council approve the recommendations of the Steering Committee, as submitted in its report dated October 2, 2003; and, as amended to authorize the City Engineer to negotiate an agreement or amendment to an existing agreement as appropriate, with the CMLA, and with assistance from the City Administrative Officer and the City Attorney, to provide \$800,000 from the Capital Improvement Expenditure Program, Fund 100/54, Account T729, entitled Hansen Dam Children's Museum, to partially fund design or construction activities for the Hansen Dam Children's Museum. The Committee reconfirmed that adoption of the proposed recommendations does not reflect an abandonment of the Little Tokyo Art Park or alternate downtown site, only a commitment to first develop the Hansen Dam site. This matter is now submitted to Council for its consideration.

Respectfully submitted,

ARTS, PARKS, HEALTH AND AGING COMMITTEE

The block contains two handwritten signatures in black ink. The top signature is cursive and appears to read 'M. Labonge'. The bottom signature is also cursive and appears to read 'Alisa Padilla'.

<u>MEMBER</u>	<u>VOTE</u>
LABONGE	YES
PADILLA	YES
LUDLOW	ABSENT

AA  
9/25/03  
#000488.wpd

*Report*  
**ADOPTED**

OCT 07 2003

LOS ANGELES CITY COUNCIL

TO THE MAYOR FORTHWITH

COUNCIL VOTE

Oct 7, 2003 10:43:51 AM, #12

ITEM NO. (62)

Voting on Item(s): 62

Roll Call

CARDENAS	Yes
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
LABONGE	Yes
LUDLOW	Absent
*MISCIKOWSKI	Yes
PARKS	Yes
PERRY	Yes
REYES	Yes
SMITH	Yes
VILLARAIGOSA	Yes
WEISS	Yes
ZINE	Yes
PADILLA	Yes

Present: 14, Yes: 14 No: 0

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: *October 2, 2003*

To: The Council

From: Proposition K: L.A. for Kids Steering Committee  
 William T Fujioka, City Administrative Officer *WTF*  
 Ronald F. Deaton, Chief Legislative Analyst *RFD*  
 Barbara Sandoval, Office of the Mayor *BS*

RECEIVED  
 CITY CLERK'S OFFICE  
 2003 OCT -2 AM 10:56  
 BY \_\_\_\_\_  
 CITY CLERK  
 DEPUTY

Subject: Proposed Relocation of the Children's Museum of Los Angeles

*of* **SUMMARY**

In May 2000, the Council, with the Mayor's concurrence, approved two sites (at the Little Tokyo Art Park and at Hansen Dam) for development by the Children's Museum (C.F. No's 00-0531 and 00-0488). Council found that each of the two proposed Children's Museum sites and the proposed project are substantially the same as the original Proposition K competitive grant proposal to build a Children's Museum at a site in the Zoo parking lot. This action also combined the Hansen Dam Children's Museum with a Proposition K-funded Environmental Awareness Center already planned for the site, and authorized execution of various agreements. Those agreements consist of:

- (1) a grant agreement executed by the City Engineer to provide up to \$9,467,800 in competitively awarded Proposition K funds through bond proceeds for development of the Little Tokyo Art Park site,
- (2) a ground lease executed by the Department of General Services to provide the land at the Art Park site for 50 years at one dollar per year,
- (3) a ground lease executed by the Board of Recreation and Park Commissioners to provide the land at Hansen Dam for 50 years at one dollar per year, and
- (4) an operating agreement also executed by the Board of Recreation and Park Commissioners outlining the roles of each entity in the design of the facility, payment of the Proposition K funds specified in the ballot measure for the Environmental Awareness Center, and long-term use of the land at Hansen Dam.

In a letter dated August 27, 2003 (copy attached), the Children's Museum of Los Angeles (CMLA) notified the City that it was unrealistic to expect that both sites can be developed simultaneously, and that they have revised their plans to reflect that reality. Accordingly, they have requested that the Children's Museum, to be built as a Proposition K project at the Art Park site, be allowed to be moved to the Hansen Dam site. Further, CMLA has requested that the funds presently assigned to the Art Park site be authorized to be used for construction of

the project at the Hansen Dam site, and that the various agreements and leases be amended accordingly. Finally, CMLA requested that the revised agreements include several provisions with respect to their performance and operation of the Museum.

On September 25, 2003, the Proposition K: LA for Kids Steering Committee considered and now recommends approval of this request, subject to certain conditions. During the meeting, the Committee observed that the Hansen Dam site has greater financial viability due to the anticipated availability of State funds (Propositions 12 and 40) for that site, and the availability of Proposition K funds for the Hansen Dam Environmental Awareness Center. However, the Committee also observed that the State funding sources require that the City act as a conduit for the grant agreements and guarantee completion of the project. For that reason, the Committee recommends that CMLA be required to provide satisfactory proof to the Steering Committee that all funds required to complete construction of the project have been obtained either in cash or legally enforceable contracts prior to the City undertaking any guarantee to obtain the State funds. The Committee further recommends that CMLA be given a total of 12 months from the date of approval by the City Council to provide the proof that all of the required construction funding has been obtained. Finally, recognizing that each of the leases and agreements with CMLA will need to be revised, or potentially terminated, the Steering Committee recommends that the City Engineer be authorized to negotiate amendments to the leases and agreements and present them for the necessary approvals. At this time, it is not recommended that the lease at the Art Park site be terminated until negotiations are complete and amended agreements approved.

To date, the City has provided to CMLA \$1.0 million in Proposition K funds specified in the ballot measure for the Environmental Awareness Center at Hansen Dam, and an additional \$1.1 million (net of bond match) in bond proceeds for the Art Park site. Any issues that arise from any constraints applicable to these funds and the proposed relocation of the project must be addressed during contract negotiations.

Finally, It should be noted that not approving these actions could result in the projects being abandoned by CMLA, and the use of the Proposition K funds being reevaluated within the constraints of the ballot measure and the bond covenants. The City would then be legally obligated to construct the \$2.5 million Environmental Awareness Center at Hansen Dam during the 30-year life of Proposition K.

## **RECOMMENDATIONS**

That the Council:

1. Authorize the Children's Museum of Los Angeles Proposition K project to be moved from the Art Park site to the Hansen Dam site.
2. Authorize the corresponding assignment of Proposition K funds available for the Art Park site to be used for construction of the project at the Hansen Dam site, subject to:
  - A. CMLA providing satisfactory proof to the Proposition K:L.A. for Kids Steering Committee that all funds required to complete construction have been obtained either in cash or legally enforceable contracts prior to the City undertaking any guarantee to obtain the State funds, and that



- B. Such proof be provided not later than 12 months from the date of approval by the City Council of this action, and
  - C. Resolution of any issues arising from any constraints applicable to these funds and the proposed relocation of the project.
3. Authorize the City Engineer to negotiate amendments to the Proposition K Grant Agreement, and with assistance from the Recreation and Parks Department, to the Operating and Ground Lease Agreements for the Hansen Dam Children's Museum, subject to the approval of the City Attorney, to remove the requirement that two Children's Museums be constructed and to include various provisions substantially as stated above and follows:
- A. A requirement that CMLA provide outreach to communities outside of the San Fernando Valley, including some type of assistance with transportation to the Children's Museum and a greater outreach program to take the Children's Museum activities to the community;
  - B. A commitment by CMLA to work in good faith to plan, design, construct and operate a Children's Museum of Los Angeles in the central part of the City within five years once the Children's Museum of Los Angeles at Hansen Dam is open;
  - C. A requirement that CMLA provide satisfactory proof that all funds required to complete construction have been obtained either in cash or legally enforceable contracts prior to the City undertaking any guarantee to obtain the State funds, and that such proof be provided not later than 12 months from the date of approval by the City Council of this action;
  - D. Extension of the deadline to break ground at Hansen Dam no later than July 31, 2005; and
  - E. Establishment of a deadline to commence operations at Hansen Dam no later than January 31, 2007.

### **FISCAL IMPACT STATEMENT**

Approval of this matter would allow the Children's Museum to move its Proposition K project from the Art Park site to the Hansen Dam site. Further, it would authorize the City Engineer to begin negotiations of amendments to the various leases and agreements. It should have no impact on the General Fund.

*Attachment*



c: Deaton  
Miller  
9/3/03

August 27, 2003

2003 AUG 29 PM 12:45  
CITY ADMINISTRATIVE OFFICER

Mr. William T Fujioka  
Chair  
LA for Kids Steering Committee  
200 North Main Street, 15<sup>th</sup> Floor  
City Hall East  
Los Angeles, CA 90012

Dear Mr. Fujioka:

The goal of the Children's Museum of Los Angeles has been to provide a unique, world-class educational experience for the children of Los Angeles. In better economic times, we planned to develop two museum sites within the City of Los Angeles to serve the City's diverse population, one in the San Fernando Valley at Hansen Dam and the other in downtown Los Angeles at Art Park.

After an assessment of current economic conditions we concluded that it is not realistic to expect that both sites can be developed simultaneously, even with substantial financial assistance from the City. Our goal remains the same, but our plan has necessarily been revised to reflect this reality and ensure success.

We remain committed to constructing a children's museum for all the residents of Los Angeles as soon as possible, and have concluded that the best opportunity to do so, at an affordable cost, is at the city-approved Hansen Dam site. Once the Hansen Dam site has opened and is successfully operating, the Children's Museum of Los Angeles will review our capital campaign plans to build at a downtown site. In the meantime, we will continue to maintain and extend our Children's Museum<sup>2</sup>Go community outreach programs to assure that we will be reaching children and schools throughout the City, including those in the downtown area.

The City Council, by adoption of a report on May 24, 2000 (Council File No. 00-0531) approved each of two sites for the construction of the Children's Museum of Los Angeles and found "that each of the two proposed Children's Museum sites and the proposed project are substantially the same as the original proposal." Since the Council has already found that the Hansen Dam site and project is substantially the same as the original proposal, it is possible to grant a request that the Children's Museum of Los Angeles, to be built as a Proposition K project at the downtown site, be allowed to be moved to the Hansen Dam site. Accordingly, such a request can be presented and considered by the Steering Committee and the Council.

We are requesting that:

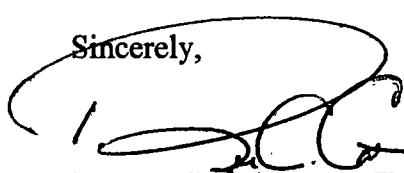

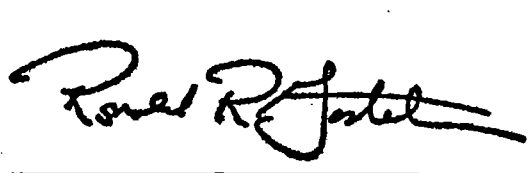
- (1) The Children's Museum of Los Angeles to be built as a Proposition K project at the downtown site be allowed to be moved to the Hansen Dam site.
- (2) Consequently, the funds available for the Children's Museum of Los Angeles from Proposition K, and presently assigned to the downtown site, be authorized to be used for construction of the project at the Hansen Dam Site. Following this action, the Children's Museum of Los Angeles is prepared, with the available city funds already dedicated to Hansen Dam and the private and foundation funds raised by the Children's Museum of Los Angeles, to proceed with construction of the Hansen Dam site.
- (3) The City Engineer be instructed to negotiate and execute an amendment to the Proposition K grant agreement to reflect the new location of the project, to remove the requirement that two Children's Museums of Los Angeles be constructed, and to incorporate any other reasonable and feasible provisions approved by the Steering Committee and the City Council.
- (4) The General Services Department be instructed to terminate the Ground Lease for the Art Park site and the Board of Recreation and Parks Commissioners be requested to amend the Hansen Dam site Ground Lease and Operating Agreement to reflect the approved changes and submit those amendments for City Council approval.

In addition, we are requesting that the revised agreement include:

- (1) A requirement of the Children's Museum of Los Angeles to provide outreach to communities outside the San Fernando Valley, including some type of assistance with transportation to the Children's Museum or a greater outreach program to take the Children's Museum activities into the community.
- (2) A commitment by the Children's Museum of Los Angeles to work in good faith to plan, design, construct and operate a Children's Museum of Los Angeles in the central part of the City within five years once the Children's Museum of Los Angeles at Hansen Dam is open, which would be reasonably satisfactory to the City.
- (3) An amendment to the previous benchmarks to reflect the following:
  - a. We will raise the balance of the funds needed for construction of the Children's Museum of Los Angeles at Hansen Dam by July 31, 2004 or sooner.
  - b. We will break ground at Hansen Dam by July 31, 2005 or sooner.
  - c. We will commence operations at Hansen Dam by January 31, 2007 or sooner.

Thank you for your consideration.

Sincerely,

		
Bruce C. Corwin Co-Chair Board of Governors	Mike Roos Co-Chair Board of Governors	Ronald R. Gastelum Member Board of Governors

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

CITY OF LOS ANGELES  
CALIFORNIA



JAMES K. HAHN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 978-1043  
General Information - (213) 978-1133  
Fax: (213) 978-1040

HELEN GINSBURG  
Chief, Council and Public Services Division

00-0531

CD 13

May 20, 2002

PLACE IN FILES  
MAY 23 2002

DEPUTY

Councilmember Garcetti  
Councilmember Reyes  
City Engineer  
Chief Legislative Analyst  
City Administrative Officer  
City Attorney

El Centro Del Pueblo  
c/o Councilmember Garcetti

L. A. for Kids Steering Committee  
c/o City Administrative Officer

RE: AMENDING AN AGREEMENT WITH EL CENTRO DEL PUEBLO FOR VARIOUS CHANGES TO  
THE EXECUTED GRANT AGREEMENT FOR THE PROJECT AT 1157 LEMONYNE STREET

At the meeting of the Council held MAY 17, 2002, the following action was  
taken:

Attached report adopted.....	_____
Attached motion (Garcetti - Reyes) adopted.....	_____ X _____
Attached resolution ( - ) adopted.....	_____
Mayor concurred.....	_____
FORTHWITH.....	_____
Ordinance adopted.....	_____
Ordinance number.....	_____
Effective date.....	_____
Publication date.....	_____
Mayor approved.....	_____

*J. Michael Carey*

City Clerk  
kw

steno\000531

#17

CLERK FOR PLACER COUNTY ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #72

MAY 10 2002

MOTION

**Whereas**, The El Centro Del Pueblo Youth and Family Center project was included in the Resolution of Intention, as a part of bond funding under the Proposition K – L.A. for Kids Program, approved by the Los Angeles City Council on May 24, 2000 and a Resolution of Sale of Bonds, approved by the City Council on June 13, 2000.

**Whereas**, The project was awarded \$929,990, less a Capital Matching Fund amount which was estimated to range from \$207,000 to \$252,000, depending on the interest rates at the times the bonds to fund the Proposition K funded portion of the project were sold (Contract No. C-100014, executed on June 29, 2000, C.F.'s 00-0531, 97-0031-S11).

**Whereas**, Prior to execution of the Grant Agreement, the El Centro Youth and Family Center had already received \$10,000 in Proposition K Grant Funds, under this same proposal (GRANT AGREEMENT for Environmental Review, City Contract C-98361, executed June 8, 1999), to prepare the necessary environmental documentation and such preliminary design as necessary for the environmental documentation.

**Whereas**, In March, 2001, the bonds were sold by the City, and the El Centro Del Pueblo Youth and Family Center was awarded the above described funding towards design and construction to include: 1. Remodeling of approximately 8,000 square feet of building space (1157 Lemoyne Street) currently occupied by El Centro Del Pueblo for its Youth and Family Support Services, of which 6,000 square feet will be devoted to indoor recreational activities, and the remaining 2,000 square feet will be used for administrative and related purposes.

**Whereas**, On March 22, 2002, the Proposition K – L.A. for Kids Steering Committee recommended approval of a request for various changes to the executed Grant Agreement, conditioned on El Centro Del Pueblo's acknowledgement of its contractual obligation to complete the entire project scope, within the current contract term, and subject to City Council approval.

These changes include:

- 1) Approval to start construction on the project in advance of obtaining full funding for the entirety of the above described Proposition K required Scope of Work, with the condition that El Centro Del Pueblo re-affirm its contractual commitment towards completion of the full Proposition K Scope of Work;
- 2) Approval to utilize a portion of the approved Proposition K funding towards Phase IA (Hardscape) of the outdoor portion of the project, with the remainder of Proposition K funding to be utilized towards the indoor portion of the project;
- 3) Approval of a revised Exhibit I, Milestone and Expenditure schedule.

AP

**I THEREFORE MOVE, ~~subject to the approval of the Mayor,~~ that:**

The City Engineer be directed to amend the subject AGREEMENT (*Contract No. C-100014, executed on June 29, 2000, C.F.'s 00-0531, 97-0031-S11*), to provide for:

- 1) approval to start on Phase IA of the project, in absence of full project funding;
- 2) approval to utilize a portion of Prop K funding for Phase IA(outdoor improvements) of the project, with the remainder of Prop K funds to be utilized towards the indoor recreational improvements;
- 3) revision of the Milestone and Expenditure Schedule to provide consistency with the current proposed design and construction schedule and funding.

The above amendments shall be conditioned on El Centro Del Pueblo's acknowledgement of its contractual obligation to complete the entire project scope, within the current contract term.

PRESENTED BY: 

ERIC GARCETTI

Councilmember, 13<sup>th</sup> District

SECONDED BY: 

MO.  
ADOPTED

MAY 17 2002

LOS ANGELES CITY COUNCIL

COUNCIL VOTE

May 17, 2002 10:25:18 AM, #3

Items for Which Public Hearings Have Not Been Held - Items 8-17  
Voting on Item(s): 8-10k,13-17  
Roll Call

BERNSON	Yes
GALANTER	Absent
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
HOLDEN	Yes
LABONGE	Absent
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Absent
REYES	Yes
RIDLEY-THOMAS	Yes
WEISS	Yes
ZINE	Yes
*PADILLA	Yes

Present: 12, Yes: 12 No: 0

*Garcetti*  
*Reyes*  
*City Engr.*  
*ally*  
*Cliff*  
*Cliff*

*El Centro Del ...*  
*c/o Garcia*

*LA for Kids...*

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS ANGELES OF INTENTION TO ISSUE BONDS IN 2001-02**

**WHEREAS**, pursuant to Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City on November 5, 1996 (the "Assessment Ordinance"), the voters of the City formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "Landscaping and Lighting Act of 1972") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in the Assessment Ordinance;

**WHEREAS**, on October 5, 1999, the Council (the "City Council") of The City of Los Angeles (the "City") adopted an ordinance entitled "An Ordinance of the Council of The City of Los Angeles Adding to the Los Angeles Administrative Code New Procedures for Issuance and Sale of Bonds Payable from Assessments Levied Pursuant to Referendum Ordinance K" (the "Procedural Ordinance"), adding to the Los Angeles Administrative Code new procedures for the issuance and sale of bonds payable from assessments levied pursuant to the Assessment Ordinance (such procedures being hereinafter referred to as the "Act");

**WHEREAS**, such Procedural Ordinance became effective on November 8, 1999;

**WHEREAS**, the City desires to incur bonded indebtedness in order to provide funds to finance the Bond Financed Improvements (Exhibit A); and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;

**NOW, THEREFORE, BE IT RESOLVED** that the Council of The City of Los Angeles does determine and order as follows:

**Section 1.** The recitals herein above set forth are true and correct, and the City Council so finds.

**Section 2.** The City Council hereby declares its intention to incur bonded indebtedness in March 2002 in order to provide funds to finance certain of the Improvements described in or permitted by the Assessment Ordinance and listed on Exhibit A attached hereto (the "Bond Financed Improvements").

**Section 3.** The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay the costs of the Bond Financed Improvements, including construction costs and all costs incidental to, or connected with, the accomplishment of said purpose and of the financing thereof, as permitted by Section 11.27.30.3 of the Act.



**Section 4.** The estimated amount of the proposed debt is \$17,500,000.

**Section 5.** The City Council hereby fixes Tuesday, June 13, 2000 at 10:00 a.m., or as soon thereafter as the City Council may reach the matter, at 200 North Main Street, Los Angeles, California, as the time and place when and where the City Council will conduct a public hearing on the issuance of the proposed debt.

**Section 6.** The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of Landscaping and Lighting District 96-1, pursuant to Section 6061 of the California Government Code. The publication of said notice shall be completed at least ten days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 11.27.30.4 of the Act.

**Section 7.** The City Administrative Officer of the City, and Assistant City Administrative Officer of the City, the City Attorney of the City, and Deputy City Attorney of the City, the City Clerk of the City and any Deputy City Clerk of City or his or her designee are hereby authorized and directed, for and in the name and on behalf of the City to take such actions, and to execute such documents, agreements, and certificates as may be necessary to effectuate the purposes of the Resolution.

**Section 8.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the City Council of The City of Los Angeles this 24<sup>TH</sup> day of MAY, 2000, by the following vote:

I certify that the foregoing Resolution was adopted by the City Council of The City of Los Angeles at its meeting on MAY 24, 2000.

J. MICHAEL CAREY, City Clerk

By: Betty Swader  
Deputy City Clerk



Exhibit A

2001-02 Bond Financed Improvements

<u>FACILITY</u>	<u>PROJECT</u>	<u>COUNCIL DISTRICT</u>
Children's Museum.	Build Children's Museum	Regional
Los Angeles Zoo	Construct and develop a Children's Discovery Center	Regional
Griffith Observatory	Implementation of Master Plan improvements	Regional

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS ANGELES OF INTENTION TO ISSUE BONDS IN 2000-01**

**WHEREAS**, pursuant to Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City on November 5, 1996 (the "Assessment Ordinance"), the voters of the City formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "Landscaping and Lighting Act of 1972") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in the Assessment Ordinance;

**WHEREAS**, on October 5, 1999, the Council (the "City Council") of The City of Los Angeles (the "City") adopted an ordinance entitled "An Ordinance of the Council of The City of Los Angeles Adding to the Los Angeles Administrative Code New Procedures for Issuance and Sale of Bonds Payable from Assessments Levied Pursuant to Referendum Ordinance K" (the "Procedural Ordinance"), adding to the Los Angeles Administrative Code new procedures for the issuance and sale of bonds payable from assessments levied pursuant to the Assessment Ordinance (such procedures being hereinafter referred to as the "Act");

**WHEREAS**, such Procedural Ordinance became effective on November 8, 1999;

**WHEREAS**, the City desires to incur bonded indebtedness in order to provide funds to finance the Bond Financed Improvements (Exhibit A); and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;

**NOW, THEREFORE, BE IT RESOLVED** that the Council of The City of Los Angeles does determine and order as follows:

**Section 1.** The recitals herein above set forth are true and correct, and the City Council so finds.

**Section 2.** The City Council hereby declares its intention to incur bonded indebtedness in March 2001 in order to provide funds to finance certain of the Improvements described in or permitted by the Assessment Ordinance and listed on Exhibit A attached hereto (the "Bond Financed Improvements").

**Section 3.** The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay the costs of the Bond Financed Improvements, including construction costs and all costs incidental to, or connected with, the accomplishment of said purpose and of the financing thereof, as permitted by Section 11.27.30.3 of the Act.

Exhibit A

2000-01 Bond Financed Improvements

<u>FACILITY</u>	<u>PROJECT</u>	<u>COUNCIL DISTRICT</u>
Cabrillo Aquarium	Expand and enhance education wing to include more teaching labs, discovery lab, collection storage and water system improvements	Regional
Los Angeles Zoo	Construct and develop a Children's Discovery Center	Regional
Green Meadows	Construct modern recreation center, sportsfield improvements, fencing	8
El Centro del Pueblo	Renovate existing facilities and expand recreation center	13

CITY OF LOS ANGELES  
CALIFORNIA

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer



JAMES K. HAHN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 978-1043  
General Information - (213) 978-1133  
Fax: (213) 978-1040

HELEN GINSBURG  
Chief, Council and Public Services Division

When making inquiries  
relative to this matter  
refer to File No.

00-0488  
00-0531

PLACE IN FILES

JAN 16 2002

DEPUTY

December 26, 2001

Honorable James Hahn, Mayor  
Councilmember Padilla  
Councilmember Weiss  
City Administrative Officer  
Bureau of Engineering  
General Services Department  
City Clerk's Office,  
Calendar Section  
Councilmember Perry

Chief Legislative Analyst  
City Attorney  
Controller, Room 1200  
Accounting Division, F&A  
Disbursement Division  
Board of Recreation and Parks  
Commissioners  
L.A. for Kids Steering Committee

RE: APPROVING AMENDMENTS TO THE OPERATING AND GROUND LEASE AGREEMENTS WITH  
THE CHILDREN'S MUSEUM OF LOS ANGELES

At the meeting of the Council held December 19, 2001, the following  
action was taken:

Attached report adopted .....	_____
Attached motion (Padilla - Weiss) adopted as amended.....	_____ X
Attached amending motion (Padilla - Perry) adopted.....	_____ X
FORTHWITH.....	_____ X
Motion adopted to approve attached report.....	_____
Motion adopted to approve attached communication.....	_____
Findings adopted.....	_____

*J. Michael Carey*  
City Clerk  
dng



Please schedule for 12/19/01

ON NEXT TO BE POSTED	#51
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**MOTION**

**DEC 14 2001**

In May 2000, the Council with the Mayor's concurrence approved two sites (at the Little Tokyo Art Park and at Hansen Dam) for development by the Children's Museum, combined the Hansen Dam Children's Museum with an Environmental Awareness Center already planned for the site, and authorized execution of various agreements (C.F. 00-0531).

This action resulted in the execution of three agreements with the Children's Museum. A grant agreement executed by the City Engineer provides up to \$9,467,800 in competitively awarded Proposition K funds through bond proceeds for development of the Little Tokyo Art Park site. A condition of the grant agreement is that the Children's Museum must also construct a museum at Hansen Dam, utilizing \$7.5 million from their own fund raising and \$2.5 million in Proposition K funds specified in the original Proposition K measure for an Environmental Awareness Center at the Hansen Dam site.

Both the ground lease (Section 3.2.2) and operating agreement (Section 8.2) state that the \$7.5 million in funding for the Hansen Dam site must be "secured" by June 30, 2002. Further, the agreements stipulate that without these funds being secured, the City is under no obligation to provide the \$2.5 million Proposition K funds and the agreements will terminate without further obligations by the City. The ground lease additionally states that the City would be under no obligation to provide funds pursuant to the Proposition K Grant Agreement for the Little Tokyo Children's Museum if the \$7.5 million for Hansen Dam is not secured by the date specified.

The Children's Museum has reported that it has submitted funding requests to various agencies for roughly \$30 million. To date the Museum appears to have received about \$5.5 million in capital funds for both the Hansen Dam and Little Tokyo sites, of which approximately \$3.5 million has been spent. During the time that the Children's Museum has undertaken its fundraising efforts, the state energy crisis resulted in the diversion of \$2.0 million in allocated state budget funds. Also, due to the events of September 11, one granting agency has twice postponed consideration of a \$2.0 million grant request. The museum has also indicated that the general economic downturn has created fundraising hardships. As a consequence of these circumstances, the Children's Museum has requested immediate use of the Proposition K funds for cash flow purposes

On September 5, 2001, the Board of Recreation and Park Commissioners approved contract amendments, which would modify the basic funding conditions, enabling the Children's Museum to receive immediately \$1.0 million of the \$2.5 million Proposition K allocation to provide "cash flow" for the Hansen Dam project. These funds would be used to pay costs associated with the design and construction plans, including environmental and geotechnical reports and exhibit plans. The remaining \$1.5 million in Proposition K funds would be disbursed at the rate of \$1.00 of Proposition K funds for every \$3.00 of Children's Museum funds. With the proposed changes, the remaining \$1.5 million in Proposition K funds would be made available after the Children's Museum's share (\$7.5 million) is secured.

Should the City agree to release these funds, it would be prudent to incorporate remedies, such as those used in Proposition K grant agreements for occasions of default. Such remedies could include reducing funding to conform to performance, terminating the contract, or recovering spent funds. Also, while the operating agreement currently requires monthly construction progress reports, it does

AD

not include financial status reports to be provided on the Hansen Dam project. Quarterly financial status reports should be submitted to the Department of Recreation and Parks, with copies to the Proposition K: L.A. for Kids Steering Committee as a condition of any contract amendment.

The Children's Museum has also requested a change in the agreements to reflect a change in the Bank that will hold the funds from Wells Fargo Bank to City National Bank. The Recreation and Parks Department must obtain the documents needed to demonstrate compliance with City requirements. In addition, the amendment, if approved, should extend the fundraising deadline from June 30, 2002 to June 30, 2003 and clarify the Museum's authority to acknowledge donors. These changes would need to be consistent throughout the three agreements.

I, therefore, move that the Council:

1. Indicate it's intention to approve the amendments to the Operating and Ground Lease Agreements with the Children's Museum of Los Angeles, approved by the Board of Recreation and Park Commissioners on September 5, 2001 making available \$1.0 million in Proposition K funds for costs associated with the Hansen Dam Children's Museum provided that they are first revised by the Board of Recreation and Park Commissioners to include various provisions substantially as follows, subject to the approval of the City Attorney:
  - A. Incorporating the default provisions of Proposition K grant agreements;
  - B. Requiring the Children's Museum to submit quarterly financial status reports regarding both secured funding and expenditures relating to the Hansen Dam Children's Museum project;
  - C. Extending the deadline for securing the \$7.5 million in Children's Museum funding until June 30, 2003;
  - D. Clarifying the Museum's authority to acknowledge donors by plaques or signs on the premises; and
  - E. Changing the bank to City National Bank, or other bank acceptable to the Children's Museum and Department of Recreation and Parks, subject to compliance with City requirements.
2. Instruct the City Clerk to place this matter and consideration of the amendments to the Operating Agreement, Ground Lease, and Prop K Grant Agreement approved on December 13, 2001 by the Board of Recreation and Park Commissioners, on the Council agenda for December 19, 2001.

MOTION  
**ADOPTED**  
AS AMENDED  
DEC 19 2001  
**LOS ANGELES CITY COUNCIL**

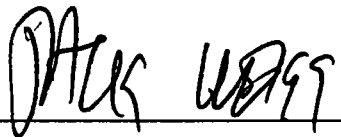
PRESENTED BY



Alex Padilla  
Council Member 7<sup>th</sup> District

**FORTHWITH**  
SEE ATTACHED MOTION

SECONDED BY



Ag.  
64A  
64A

MOTION

Item 64 on today's City Council agenda pertains to the approval of certain amendments to a Ground Lease and Operating Agreements between the City of Los Angeles and the Los Angeles Children's Museum for the construction of a Children's Museum at Hansen Dam. The Board of Recreation and Park Commissioners has approved two different versions of those amendments, the first versions on September 5, 2001, and the second versions on December 13, 2001. The second versions of those amendments incorporate various provisions which enhance the agreements and better define the obligations of the parties.

I, THEREFORE, MOVE that the City Council:

1. Subject to the approval of the City Attorney, approve the First Amendments to the Operating and Ground Lease Agreements with the Los Angeles Children's Museum approved by the Board of Recreation and Park Commissioners on December 13, 2001, (the "Amendments") making available \$1.0 million of Proposition K funds for costs associated with the Hansen Dam Children's Museum and including various provisions substantially as follows:

- A. Incorporating the default provisions of Proposition K grant agreements;
- B. Requiring the Children's Museum to submit quarterly financial status reports regarding both secured funding and expenditures relating to the Hansen Dam Children's Museum project;
- C. Extending the deadline for securing the \$7.5 million in Children's Museum funding from June 30, 2002, to June 30, 2003;
- D. Clarifying the Museum's authority to acknowledge donor's by plaques or signs on the premises; and
- E. Changing the bank for the deposit of certain funds to City National Bank, or other bank acceptable to the Children's Museum and the Department of Recreation and Parks, subject to compliance with City requirements;

2. Authorize the General Manager of the Department of Recreation and Parks, subject to the approval of the City Attorney, to make nonsubstantive changes to the Amendments consistent with part 1 A through E of this motion;

3. Authorize the President and Secretary of the Board of Recreation and Park Commissioners to execute the Amendments; and

4. Disapprove the versions of the amendments approved by the Board of Recreation and Park Commissioners on September 5, 2001.

MRS MOTION  
**ADOPTED**  
DEC 19 2001  
LOS ANGELES CITY COUNCIL  
**FORTHWITH**

PRESENTED BY

*Jack Weiss for Alex Pankov*

SECONDED BY

*J. P.*



COUNCIL VOTE

Dec 19, 2001 12:21:43 PM, #21

ITEM NO. (64)  
Adopt as Amended

BERNSON	Yes
GALANTER	Yes
GARCETTI	Yes
HAHN	Absent
HOLDEN	Yes
LABONGE	Yes
MISCIKOWSKI	Yes
PACHECO	Absent
PERRY	Yes
REYES	Yes
*RIDLEY-THOMAS	Yes
WEISS	Yes
ZINE	Absent
PADILLA	Absent
	Absent

Present: 10, Yes: 10 No: 0

CITY OF LOS ANGELES  
CALIFORNIA

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5708  
General Information - (213) 485-5705  
Fax: (213) 847-0636  
Fax: (213) 485-8944

HELEN GINSBURG  
Chief, Council and Public Services Division

When making inquiries  
relative to this matter  
refer to File No.

00-0531  
00-0488

PLACE IN FILES

APR 03 2001

DEPUTY

March 29, 2001

Honorable Richard Riordan, Mayor  
Office of Administrative and  
Research Services  
Chief Legislative Analyst  
City Attorney  
Board of Recreation and  
Parks Commissioners  
City Clerk, Calendar Section

Controller, Room 1200  
Accounting Division, F&A  
Disbursement Division  
Councilmember Padilla  
Councilmember Wachs  
Bureau of Engineering  
General Services Department  
L.A. for Kids Steering

RE: DECLARING THE AWARD OF THE CITY OF LOS ANGELES LANDSCAPING AND  
LIGHTING DISTRICT 96-1 ASSESSMENT BONDS, SERIES 2001

At the meeting of the Council held March 27, 2001, the following  
action was taken:

Attached report adopted .....	_____
Attached motion (Padilla - Wachs) adopted.....	_____ X
Attached resolution adopted.....	_____ X
Mayor concurred.....	_____
FORTHWITH.....	_____

City Clerk  
vp

steno/000531

Handwritten initials and date: FF, [unclear], 4-3-01



VERBAL MOTION

I HEREBY MOVE that Council ADOPT the accompanying RESOLUTION  
declaring the award of the City of Los Angeles Landscaping and  
Lighting District 96-1 Assessment Bonds, Series 2001.

**M.O. & RESOL.  
ADOPTED**

MAR 27 2001

Los Angeles City Council

PRESENTED BY

\_\_\_\_\_  
ALEX PADILLA  
Councilmember, 7th District

SECONDED BY

\_\_\_\_\_  
JOEL WACHS  
Councilmember, 2nd District

March 27, 2001  
CF 00-0488  
000488.mot

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
LOS ANGELES DECLARING THE AWARD OF THE CITY  
OF LOS ANGELES LANDSCAPING AND LIGHTING  
DISTRICT 96-1 ASSESSMENT BONDS, SERIES 2001**

**WHEREAS**, the City of Los Angeles (the "City"), as provided in a resolution adopted by the Council of the City of Los Angeles (the "City Council") on February 14, 2001 (the "Bond Resolution"), approved the public sale of the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Bonds"), in accordance with the Official Notice Inviting Bids regarding the Bonds (the "Official Notice Inviting Bids"); and

**WHEREAS**, in response to the Official Notice Inviting Bids, the Office of Administrative and Research Services received, publicly opened, read and examined the bids for the Bonds specified in Schedule A attached hereto, which were and are the only bids received for such Bonds;

**WHEREAS**, the City desires to award the Bonds to the highest responsible bidder therefor as determined by the method of calculation for such highest responsible bid set forth in the Official Notice Inviting Bids and to fix and confirm certain terms of the Bonds as described in the Official Notice Inviting Bids; and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;

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

**Section 1.** The recitals herein above set forth are true and correct, and the City Council so finds.

**Section 2.** The City Council hereby finds that bids for the purchase of the Bonds have been received, publicly opened, read and examined and the City Council hereby accepts the bid of Salomon Smith Barney, Inc., which bid is the highest responsible bid for the Bonds as determined by the method of calculation for such highest responsible bid set forth in the Official Notice Inviting Bids, and which bid is attached hereto as Exhibit A. The City Council hereby accepts such bid and awards all of the Bonds to said bidder in accordance with such bid. All other bids other than the one hereby accepted are hereby rejected, and any and all irregularities of any bid are hereby waived. The Office of Administrative and Research Services is directed to return any check accompanying any rejected bid to the appropriate unsuccessful bidder.

**Section 3.** Pursuant to the Official Notice Inviting Bids, the successful bidder has the option of providing that any two or more consecutive annual principal amounts shall be combined into one or more term bonds. If the successful bidder has selected term bonds, the maturity date(s) of the term bonds and the years in which mandatory sinking fund installments relating thereto will be due, shall be as set forth in Exhibit A attached hereto.

**Section 4.** Based on the bids received and in accordance with the Official Notice Inviting Bids, the City may adjust the aggregate principal amount of the Bonds and the annual serial maturities to provide a more level debt service for the Bonds. The co-financial advisors to the City are hereby directed to prepare a debt service schedule reflecting interest on the Bonds based upon the successful bid, as adjusted in accordance with the Official Notice Inviting Bids.

**Section 5.** Other than as described above, the terms and conditions of the Bonds shall in all respects be the same as provided in the Bond Resolution.

**Section 6.** All actions heretofore taken by the officers and agents of the City with respect to this sale and issuance of the Bonds are hereby approved, confirmed and ratified and the officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution and resolutions heretofore adopted by the City.

**Section 7.** In connection with the Children's Discovery Center Proposition K project at the Los Angeles Zoo, the City Council hereby authorizes the deposit into the Proposition K Bonds Match Fund of funds to be received from the Greater Los Angeles Zoo Association, in an amount to be determined by the Office of Administrative and Research Services.

**Section 8.** In connection with the Cabrillo Aquarium Proposition K project, the City Council hereby authorizes the deposit into the Proposition K Bonds Match Fund of funds to be received from the Friends of the Aquarium, in an amount to be determined by the Office of Administrative and Research Services, upon acceptance of those funds by the Board of Recreation and Park Commissioners.

**Section 9.** This Resolution shall take effect immediately upon its passage.

**PASSED and ADOPTED** by the Council of the City of Los Angeles this 27th day of March, 2001, by the following vote: *10-0*

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting on March 27, 2001.

J. MICHAEL CAREY, City Clerk

By: *David Carter*  
Deputy City Clerk



C.F. 00-0531 and 00-0488

SCHEDULE A

<u>Name of Bidder</u>	<u>Price Bid</u>	<u>TIC</u>
Merrill Lynch & Co., Inc.	100.000	4.715542%
Salomon Smith Barney, Inc.	100.000	4.634371
Stone & Youngberg LLC	100.054	4.642184
UBS PaineWebber, Inc.	100.028	4.691313

**EXHIBIT A**  
**HIGHEST RESPONSIBLE BID**



Upcoming Calendar	Preview	Result	Excel
-------------------	---------	--------	-------

**Salomon Smith Barney, Inc.'s Bid**



**Los Angeles  
\$10,200,000 Landscaping and Lighting District 96-1  
Assessment Bonds, Series 2001**

For the aggregate principal amount of \$10,200,000.00, we will pay you \$10,200,000.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Bond Insurance
03/01/2002	325M	7.0000	
03/01/2003	340M	7.0000	
03/01/2004	355M	7.0000	
03/01/2005	370M	6.0000	
03/01/2006	390M	4.0000	
03/01/2007	405M	4.0000	
03/01/2008	425M	4.0000	
03/01/2009	440M	4.0000	
03/01/2010	460M	4.0000	
03/01/2011	480M	4.1000	
03/01/2012	500M	4.2000	
03/01/2013	525M	4.2500	
03/01/2014	545M	4.3750	
03/01/2015	570M	4.5000	
03/01/2016	600M	4.6000	
03/01/2017	630M	4.7000	
03/01/2018	660M	4.7500	
03/01/2019	690M	4.8000	
03/01/2020	725M	5.0000	
03/01/2021	765M	5.0000	

Total Interest Cost: \$5,669,538.75  
 Discount \$0.00  
 Net Interest Cost: \$5,669,538.75  
 TIC 4.634371%  
 Time Last Bid Received On: 03/27/2001 8:53:36 PST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Salomon Smith Barney, Inc., Los Angeles , CA  
Contact: William Lippman  
Title:  
Telephone: 213-486-8817  
Fax:

Issuer Name: City of Los Angeles                      Company Name: \_\_\_\_\_

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

Date: \_\_\_\_\_                      Date: \_\_\_\_\_

Thomson Municipal Market Monitor.  
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TM3 Client Services 1-800-367-8215, 8:00 a.m. to 6:00 p.m. EST.  
Please send comments to [webmaster@tm3.com](mailto:webmaster@tm3.com).

**THOMSON FIN.**  
\_\_\_\_\_  
**MUNICIPALS GI**

Tue Mar 27 12:00:52 2001

COUNCIL VOTE

27-Mar-01 10:40:57 AM, #3

ITEM NO. (10)

Voting on Item(s): 10

Roll Call

BERNSON	Yes
CHICK	Yes
FEUER	Yes
*GALANTER	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Absent
PADILLA	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Absent
WACHS	Yes
WALTERS	Absent
FERRARO	Absent
	Absent

Present: 10, Yes: 10 No: 0

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

00-0531 & 00-0488

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
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General Information - (213) 485-5705  
Fax: (213) 847-0636  
Fax: (213) 485-8944

HELEN GINSBURG  
Chief, Council and Public Services Division

March 1, 2001

Honorable Richard Riordan, Mayor  
Office of Administrative and  
Research Services  
Chief Legislative Analyst  
City Attorney  
Board of Recreation and Parks  
Commissioners  
City Clerk, Alan Alietti

Controller, Room 1200  
Accounting Division, F&A  
Disbursement Division  
Bureau of Engineering  
General Services Department  
L.A. for Kids Steering Committee  
City Clerk, Calendar Section

RE: REQUEST FOR ISSUANCE OF THE CITY OF LOS ANGELES LANDSCAPING AND  
LIGHTING DISTRICT 96-1 ASSESSMENT BONDS, SERIES 2001 FOR FIVE  
PROPOSITION K PROJECTS

At the meeting of the Council held February 14, 2001, the following  
action was taken:

Motion adopted to approve attached OARS communication.....	<u>X</u>
Attached resolution adopted.....	<u>X</u>
Ordinance adopted.....	<u>X</u>
Ordinance Number.....	<u>173794</u>
Publication date.....	<u>03/05/01</u>
Effective date.....	<u>04/05/01</u>
Mayor approved.....	<u>02/21/01</u>

*J. Michael Carey*

City Clerk  
vdw

steno/000531



Mayor's Time Stamp

TIME LIMIT FILES  
ORDINANCES

City Clerk's Time Stamp

RECEIVED  
01 FEB 20 AM 10:20  
DEPUTY MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
01 FEB 20 AM 10:22  
BY CITY CLERK

COUNCIL FILE NUMBER 00-0531, 00-0488

COUNCIL DISTRICT \_\_\_\_\_

COUNCIL APPROVAL DATE February 14, 2001

LAST DAY FOR MAYOR TO ACT \_\_\_\_\_

**MAR 02 2001**

ORDINANCE TYPE:  Ord of Intent  Zoning  Personnel  General

Improvement  LAMC  LAAC  CU or Var Appeals - CPC No \_\_\_\_\_

SUBJECT MATTER: ORDINANCE CREATING A FUND FOR THE LANDSCAPING AND LIGHTING DISTRICT 96-1 ASSESSMENT BONDS, SERIES 2001 FOR FIVE PROPOSITION K PROJECTS

PLANNING COMMISSION

APPROVED

DISAPPROVED

DIRECTOR OF PLANNING

CITY ATTORNEY

OFFICE OF ADMINISTRATIVE AND RESEARCH SERVICES

OTHER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIVED  
CITY CLERK'S OFFICE  
01 FEB 21 PM 4:13  
BY CITY CLERK

**FEB 21 2001**

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR \*VETO: \_\_\_\_\_

\*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 250(b)(c)

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR FEB 21 2001

ORDINANCE NO. 173794

DATE PUBLISHED MAR 05 2001

DATE POSTED \_\_\_\_\_

EFFECTIVE DATE APR 05 2001

ORD OF INTENT: HEARING DATE \_\_\_\_\_ ASSESSMENT CONFIRMATION \_\_\_\_\_

ORDINANCE FOR DISTRIBUTION: Yes [ ] No [ ]

ORDINANCE NO. 173794

An ordinance adding to the Los Angeles Administrative Code a special fund for the proceeds of the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

**Section 1.** Chapter 114 of Division 5 of the Los Angeles Administrative Code is hereby amended to add a fund for a new bond issue, to read as follows:

**Sec. 5.514.4. LANDSCAPING AND LIGHTING DISTRICT 96-1  
ASSESSMENT BONDS, SERIES 2001.**

There is hereby created within the Treasury of the City of Los Angeles for the purpose of receiving money from the sale of the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Bonds"), the **Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 Improvement Fund** (the "Improvement Fund"). No expenditures may be made from the Improvement Fund except for the purposes of Proposition K acquisitions and capital improvements and as provided in the Indenture relating to the Bonds. All earnings by the Improvement Fund shall be retained in the Improvement Fund to be used for the purposes of the Improvement Fund or for purposes in accordance with the City's Tax Certificate for the Bonds. Money not expended from the Improvement Fund in any fiscal year shall not revert to the Reserve Fund, but shall remain in the Improvement Fund.

Sec. 2. The City Clerk shall certify to the passage of this Ordinance and cause it to be published in a daily newspaper circulated in the City of Los Angeles.

I hereby certify that the foregoing Ordinance was passed by the Council of the City of Los Angeles, at its meeting of FEB 14 2001.

J. MICHAEL CAREY, City Clerk

By Maria Volenich  
Deputy

Approved FEB 21 2001

[Signature]  
Mayor

Approved as to Form and Legality

FEB 02 2001

JAMES K. HAHN, City Attorney

By [Signature]  
Assistant City Attorney

File No. C. F. 00-0531  
doc #129627



**JAMES K. HAHN**  
CITY ATTORNEY

**Office of the City Attorney**  
**Los Angeles, California**

WRITER'S DIRECT DIAL: 213-485-6456

FAX: 213-847-0400  
TTY:

REPORT NO. **R01-0071**  
**FEB 02 2001**

REPORT RE:

**ORDINANCE ESTABLISHING  
A SPECIAL FUND FOR  
PROPOSITION K BONDS, SERIES 2001**

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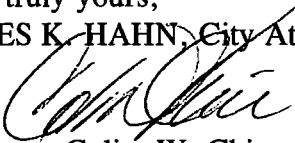
The Honorable City Council  
City of Los Angeles  
Room 396, City Hall  
Los Angeles, California 90012

(C. F. 00-0531 NOT transmitted herewith)

Honorable Members:

We hereby transmit an ordinance for your consideration in conjunction with the report of the Director of the Office of Administrative and Research Services, dated February 2, 2001, on the issuance of Prop K bonds, designated as the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Bonds"). The ordinance would establish the special fund needed for the receipt of money from the issuance of the Bonds. We have approved the ordinance as to form and legality.

Very truly yours,  
JAMES K. HAHN, City Attorney

By:   
Colin W. Chiu  
Assistant City Attorney

#129628

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6-24

PLEASE SCHEDULE THE FOLLOWING ITEM FOR COUNCIL ON WEDNESDAY, February 14, 2001, per Office of Administrative and Research Services (OARS) request & Adrienne Bass:

COMMUNICATION FROM OFFICE OF ADMINISTRATIVE AND RESEARCH SERVICES

ITEM NO. ( )

00-0531 COMMUNICATION FROM THE OFFICE OF ADMINISTRATIVE AND  
00-0488 RESEARCH SERVICES (OARS) relative to request for issuance of the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 for five Proposition K Projects.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. ADOPT the accompanying Ordinance, creating a fund for the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001.
2. ADOPT the accompanying Resolution approving certain documents, including the preparation and distribution of a Preliminary Official Statement and requesting bids in an amount not to exceed \$14 million for the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001.
3. INSTRUCT the City Clerk to place on the Council Agenda on Tuesday, March 27, 2001, or on an alternate date as specified by the Office of Administrative and Research Services, the adoption of a Resolution for final approval of documents and award to the lowest bidder of the sale of bonds, in an amount not to exceed \$14 million, for the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001.

Fiscal Impact Statement: The OARS reports that Debt services on the \$14 million, 20-year bonds, is expected to total approximately \$20 million. Payment of these monies will not impact the General Fund, as debt services is funded from the Proposition K assessments.

(Budget and Finance Committee waives consideration of the above matter.)

ORD. & RESOL.

#000531a

**ADOPTED**

MOTION ADOPTED TO APPROVE OARS COMMUNICATION RECOMMENDATION

FEB 14 2001

LOS ANGELES CITY COUNCIL

COUNCIL VOTE

14-Feb-01 11:09:21 AM, #7

ITEM(S)

Voting on Item(s): 9,10,23,24,6

Roll Call

BERNSON	Yes
CHICK	Yes
FEUER	Yes
*GALANTER	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PADILLA	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Yes
WACHS	Yes
WALTERS	Absent
FERRARO	Absent
	Absent

Present: 12, Yes: 12 No: 0

**J. MICHAEL CAREY**  
City Clerk

**FRANK T. MARTINEZ**  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

**CITY OF LOS ANGELES**  
CALIFORNIA



**RICHARD J. RIORDAN**  
MAYOR

Office of the  
**CITY CLERK**  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705  
Fax: (213) 847-0636  
Fax: (213) 485-8944

**HELEN GINSBURG**  
Chief, Council and Public Services Division

00-0531  
00-0488

February 9, 2001

**BUDGET & FINANCE COMMITTEE**

In accordance with Council Rules, communication from OARS relative to issuance of the City's Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001, was referred on February 9, 2001, to the BUDGET & FINANCE COMMITTEE.

*J. Michael Carey*

City Clerk  
amm



00-0531+  
00-0488

REPORT FROM

**OFFICE OF ADMINISTRATIVE and RESEARCH SERVICES**

Date: February 6, 2001

OARS File No. 0670-0001-0002  
Council File No. 00-0531  
Council District: various

To: The Mayor  
The Council

From: William T Fujioka, Director   
Office of Administrative and Research Services

Reference: Proposition K: L.A. for Kids Steering Committee

Subject: Request for Issuance of the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001

**SUMMARY**

The Office of Administrative and Research Services requests authority to proceed with a \$14 million, 20-year bond issuance to provide funding for five projects which were previously approved as part of the City's five-year Proposition K plan.

Proposition K, approved by voters in November 1996, authorizes the City to impose an assessment of \$25 million for 30 years commencing with the 1997-98 fiscal year to pay for the construction and improvements of parks and recreation facilities throughout the City, and to finance the issuance of bonds to fund all or a portion of the costs of the projects. As a result, the City in March 2000 issued \$14.355 million in bonds to accelerate the construction and improvement of 10 projects (C.F. 97-0031-S17).

Preparations for a second bond issuance were initiated in May 2000 when the Mayor and Council specified that four projects (i.e., Cabrillo Aquarium, El Centro del Pueblo, Green Meadows, Los Angeles Zoo) would receive bond financing during fiscal year 2000-01 (C.F. 00-0531). A fifth project, Children's Museum, was added in January 2001 (C.F. 00-0531). Exhibit 1 lists the five projects that will receive funding from this second bond issuance, including proposed improvements and anticipated match contributions. As a condition of receiving bond financing, projects are required to provide match contributions which are determined at the time the bonds are sold.

Agencies representing four of the five projects have demonstrated their ability to provide the required match contributions. The agency representing Green Meadows, the fifth project, currently is not able

(Summary continued)

**BUDGET AND FINANCE**

FEB 9 2001

to provide the match contribution. If at the time the bonds are sold it is still not able to meet the match contribution, the project will not receive bond financing and the bond issuance amount will be reduced proportionately.

The \$14 million in bonds are anticipated to be applied as follows:

Project Costs	\$12,808,250
Underwriter's Discount	93,030
Costs of Issuance	225,000
Market Uncertainties	<u>873,720</u>
<b>TOTAL AUTHORIZATION REQUESTED</b>	<b><u>\$14,000,000</u></b>

If all five projects demonstrate their ability to provide the required match contributions, the amount of bond-financed project costs will total approximately \$12.8 million. After including underwriter's fees (\$93,030) and the costs of issuance (\$225,000), the amount of bond financing will total approximately \$13.12 million. However, the City's financial advisors have recommended that the Mayor and Council approve \$14 million in bond authority to allow for market uncertainties, which is consistent with past Mayor and Council approved bond financings.

Debt service on the 20-year bonds is expected to total approximately \$20 million. Payment of these monies will not impact the General Fund, as debt service is funded from the Proposition K assessments.

The firms that will provide financial advisory services for this financing (i.e., Public Resources Advisory Group, Municipal Capital Management) were previously approved by Mayor and Council (C.F. 98-1158).

The firms that will provide bond counsel services for this financing (i.e., Orrick, Herrington & Sutcliffe, The Law Offices of Marilyn Garcia) were previously approved by Mayor and Council (C.F. 99-0841).

To proceed with the \$14 million bond issuance, the Mayor and Council will need to adopt several documents, including a fund ordinance (Attachment A), and a resolution authorizing the issuance of the bonds (Attachment B). The resolution incorporates several documents, including a First Supplemental Indenture (Attachment C), a Continuing Disclosure Certificate (Attachment D), a Notice of Intention to Sell (Attachment E), an Official Notice Inviting Bids (Attachment F) and a Preliminary Official Statement (Attachment G).

(Recommendations attached)

## **RECOMMENDATIONS**

That the City Council, subject to the approval of the Mayor :

1. Adopt an ordinance (Attachment A), creating a fund for the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001;
2. Adopt a Resolution (Attachment B) approving certain documents, including the preparation and distribution of a Preliminary Official Statement (Attachment G), and requesting bids in an amount not to exceed \$14 million for the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001; and,
3. Instruct the City Clerk to place on the Council Agenda on Tuesday, March 27, 2001, or on an alternate date as specified by the Office of Administrative and Research Services, the adoption of a Resolution for final approval of documents and award to the lowest bidder of the sale of bonds, in an amount not to exceed \$14 million, for the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001.

## **FISCAL IMPACT STATEMENT**

Debt service on the \$14 million, 20-year bonds, is expected to total approximately \$20 million. Payment of these monies will not impact the General Fund, as debt service is funded from the Proposition K assessments.

WTF:MV:sr

Attachments

**EXHIBIT 1**

**Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001**

	<u>Bond Financing</u>	<u>Anticipated Match Contribution</u>	<u>Total Project Costs</u>
Cabrillo Aquarium	\$ 4,178,998	\$ 801,002	\$ 4,980,000
Children's Museum	1,153,840	221,160	1,375,000
El Centro del Pueblo	780,407	149,583	929,990
Green Meadows	2,510,949	481,281	2,992,230
Los Angeles Zoo	4,184,056	801,971	4,986,027
<b>TOTAL</b>	<b>\$ 12,808,250</b>	<b>\$ 2,454,997</b>	<b>\$ 15,263,247</b>

**PROPOSED IMPROVEMENTS:**

Cabrillo Aquarium - Expansion and enhancement of educational wing.

Children's Museum - Initial development of Little Tokyo site.

El Centro del Pueblo - Renovation of existing facilities.

Green Meadows - Construction of recreation center, improvement of sportsfield.

Los Angeles Zoo - Development of a children's discovery center.

ORDINANCE NO. \_\_\_\_\_

An ordinance adding to the Los Angeles Administrative Code a special fund for the proceeds of the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

**Section 1.** Chapter 114 of Division 5 of the Los Angeles Administrative Code is hereby amended to add a fund for a new bond issue, to read as follows:

**Sec. 5.514.4. LANDSCAPING AND LIGHTING DISTRICT 96-1  
ASSESSMENT BONDS, SERIES 2001.**

There is hereby created within the Treasury of the City of Los Angeles for the purpose of receiving money from the sale of the Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Bonds"), the **Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 Improvement Fund** (the "Improvement Fund"). No expenditures may be made from the Improvement Fund except for the purposes of Proposition K acquisitions and capital improvements and as provided in the Indenture relating to the Bonds. All earnings by the Improvement Fund shall be retained in the Improvement Fund to be used for the purposes of the Improvement Fund or for purposes in accordance with the City's Tax Certificate for the Bonds. Money not expended from the Improvement Fund in any fiscal year shall not revert to the Reserve Fund, but shall remain in the Improvement Fund.



ATTACHMENT A

Sec. 2. The City Clerk shall certify to the passage of this Ordinance and cause it to be published in a daily newspaper circulated in the City of Los Angeles.

I hereby certify that the foregoing Ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

J. MICHAEL CAREY, City Clerk

By \_\_\_\_\_  
Deputy

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form and Legality

\_\_\_\_\_  
JAMES K. HAHN, City Attorney

By \_\_\_\_\_  
Assistant City Attorney

File No. C. F. 00-0531  
doc #129627

**A RESOLUTION OF THE COUNCIL OF THE CITY OF LOS ANGELES AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$14,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1 ASSESSMENT BONDS, SERIES 2001, APPROVING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING A NOTICE OF INTENTION TO SELL AND AN OFFICIAL NOTICE INVITING BIDS FOR SUCH BONDS, THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT, AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to "Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment" adopted by the voters of the City of Los Angeles (the "City") on November 5, 1996 (the "Assessment Ordinance"), the voters of the City formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et. seq. of the California Streets and Highways Code) (the "Landscaping and Lighting Act of 1972") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in the Assessment Ordinance;

**WHEREAS**, on October 5, 1999, the Council (the "City Council") of the City adopted an ordinance entitled "An Ordinance of the Council of the City of Los Angeles Adding to the Los Angeles Administrative Code New Procedures for Issuance and Sale of Bonds Payable from Assessments Levied Pursuant to Referendum Ordinance K" (the "Procedural Ordinance"), adding to the Los Angeles Administrative Code new procedures for the issuance and sale of bonds payable from assessments levied pursuant to the Assessment Ordinance (such procedures being hereinafter referred as the "Act");

**WHEREAS**, such Procedural Ordinance became effective on November 8, 1999;

**WHEREAS**, pursuant to an Indenture, dated as of March 1, 2000 (the "Original Indenture"), by and between the City and U.S. Trust Company, National Association, as trustee (the "Trustee"), the City issued its City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2000 (the "Series 2000 Bonds"), in the aggregate principal amount of \$14,355,000;

**WHEREAS**, the Original Indenture provides that the City may at any time issue one or more series of additional bonds (in addition to the Series 2000 Bonds) payable from Pledge Assessment Revenues (as defined in the Original Indenture) as provided in the Original Indenture on a parity with all other Bonds (as defined in the Original Indenture) theretofore issued thereunder, but only subject to the conditions set forth therein;

**WHEREAS**, in order to provide funds to finance certain of the Improvements described in the Assessment Ordinance (the “Bond Financed Improvements”), the City desires to authorize the issuance of City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the “Series 2001 Bonds”), in the aggregate principal amount of not to exceed \$14,000,000;

**WHEREAS**, the Series 2001 Bonds will be issued pursuant to the Act;

**WHEREAS**, the Series 2001 Bonds shall be payable from the portion of the annual assessments within Landscaping and Lighting District 96-1 levied pursuant to the Assessment Ordinance and described in clause (a) of Section 12 of the Assessment Ordinance;

**WHEREAS**, in order to provide for the authentication and delivery of the Series 2001 Bonds, to establish and declare the terms and conditions upon which the Series 2001 Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the City proposes to enter into a First Supplemental Indenture with U.S. Trust Company, N.A., as trustee (the “Trustee”) (such First Supplemental Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “First Supplemental Indenture”);

**WHEREAS**, the City desires to provide for the public sale of the Series 2001 Bonds;

**WHEREAS**, a form of the Notice of Intention to Sell (the “Notice of Intention to Sell”) to be published in connection with the public offering of the Series 2001 Bonds has been prepared;

**WHEREAS**, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) and a form of the Official Notice Inviting Bids (the “Notice Inviting Bids”) to be distributed in connection with the public offering of the Series 2001 Bonds have been prepared;

**WHEREAS**, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Series 2001 Bonds, the underwriter thereof must have reasonably determined that the City has undertaken in a written agreement or contract for the benefit of the holders of the Series 2001 Bonds to provide disclosure of certain financial information and certain material events on an ongoing basis;

**WHEREAS**, in order to assist in providing for the satisfaction of such requirement, the City desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”);

**WHEREAS**, on this date, the City held a public hearing on the issuance of the Series 2001 Bonds in accordance with Section 11.27.30.5 of the Act, which hearing was held at 200 North Main Street, Room 300, Los Angeles, California;

**WHEREAS**, in accordance with Section 11.27.30.4 of the Act, notice of such hearing was published once at least ten days prior to the hearing in *The Metropolitan News Enterprise*, a newspaper of general circulation in the City;

**WHEREAS**, there have been prepared and submitted to this meeting forms of:

- (a) the First Supplemental Indenture;
- (b) the Continuing Disclosure Certificate;
- (c) the Notice of Intention to Sell;
- (d) the Notice Inviting Bids; and
- (e) the Preliminary Official Statement to be used in connection with the offering and sale of the Series 2001 Bonds (such Preliminary Official Statement in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Preliminary Official Statement");

**WHEREAS**, the City desires to authorize the issuance of the Series 2001 Bonds and the execution of such documents and the performance of such acts as may be necessary or desirable to effect the issuance of the Series 2001 Bonds; and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;

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

**Section 1.** The recitals herein above set forth are true and correct, and the City Council so finds.

**Section 2.** Subject to the provisions of Section 2 hereof, the issuance of the Series 2001 Bonds, in an aggregate principal amount of not to exceed \$14,000,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, is hereby authorized and approved. The Series 2001 Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution.

**Section 3.** The First Supplemental Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The Mayor of the City, and such other members of the City Council as the Mayor may designate, the Director of the Office of Administrative and Research Services, any Assistant Director of the Office of Administrative and Research Services, and such other officers of the City as the Director of the Office of Administrative and Research Services may designate (the "Authorized Officers") are, and each of them is, hereby authorized and directed, for and in the name of the City, to execute and deliver the First Supplemental Indenture in the form submitted to this

meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the First Supplemental Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Series 2001 Bonds in excess of \$14,000,000, shall not result in a final maturity date of the Series 2001 Bonds later than March 1, 2021 and shall not result in a true interest cost for the Series 2001 Bonds in excess of 5.00%.

**Section 4.** The issuance of not to exceed \$14,000,000 aggregate principal amount of the Series 2001 Bonds, in the principal amounts, bearing interest at the rates and maturing on the dates as specified in the Indenture as finally executed. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the City, to sign the Series 2001 Bonds in the form presented to this meeting, and the City Clerk or a Deputy City Clerk is hereby authorized and directed, for and in the name of the City, to countersign the Series 2001 Bonds, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the signing and countersigning of the Series 2001 Bonds by such Authorized Officer and City Clerk or Deputy City Clerk.

**Section 5.** The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the City, to execute and deliver the Continuing Disclosure Certificate in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

**Section 6.** The Notice of Intention to Sell, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes therein as may be approved by an Authorized Officer, be and the same is hereby approved, and the use of the Notice of Intention to Sell in connection with the offering and sale of the Series 2001 Bonds is hereby authorized and approved.

**Section 7.** The Notice Inviting Bids, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes therein as may be approved by an Authorized Officer, be and the same is hereby approved, and the use of the Notice Inviting Bids in connection with the offering and sale of the Series 2001 Bonds is hereby authorized and approved.

**Section 8.** The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes therein as may be approved by an Authorized Officer, be and the same is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2001 Bonds is hereby authorized and approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the City, to certify that the Preliminary Official Statement has been "deemed final" for purposes of Rule 15c2-12.

The Authorized Officers are each hereby authorized and directed to furnish, or cause to be furnished, to prospective bidders for the Series 2001 Bonds a reasonable number of copies of the Preliminary Official Statement.

**Section 9.** The preparation and delivery of a final Official Statement (the "Official Statement"), and its use in connection with the offering and sale of the Series 2001 Bonds, be and the same is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are, and each of them is, hereby authorized and directed to execute the final Official Statement and any amendment or supplement thereto, for and in the name of the City.

**Section 10.** The Authorized Officers and the officers and employees of the City are, and each of them is, hereby authorized and directed, for and in the name of the City, to do any and all things, and to execute and deliver any and all documents which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

**Section 11.** All actions heretofore taken by the officers and employees of the City with respect to the issuance of the Series 2001 Bonds, or in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

**Section 12.** This Resolution shall take effect immediately upon its passage.

**PASSED and ADOPTED** by the Council of the City of Los Angeles this 14<sup>th</sup> day of February, 2001, by the following vote:

Yes: 12  
No: 0

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting on Feb. 14, 2001.

J. MICHAEL CAREY, City Clerk

By: Betty Swader  
Deputy City Clerk



C.F. 00-0531 and 00-0488

**FIRST SUPPLEMENTAL INDENTURE**

**by and between**

**CITY OF LOS ANGELES**

**and**

**U.S. TRUST COMPANY, NATIONAL ASSOCIATION,  
as Trustee**

**Dated as of \_\_\_\_\_ 1, 2001**

**Relating to  
City of Los Angeles  
Landscaping and Lighting District 96-1  
Assessment Bonds, Series 2001**



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## **FIRST SUPPLEMENTAL INDENTURE**

**THIS FIRST SUPPLEMENTAL INDENTURE** (this "First Supplemental Indenture") is made and entered into as of \_\_\_\_\_ 1, 2001, by and between the CITY OF LOS ANGELES, a charter city and municipal corporation organized and existing under and by virtue of its Charter and the Constitution and laws of the State of California (the "City"), and U.S. TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to an Indenture, dated as of March 1, 2000 (the "Original Indenture"), by and between the City and the Trustee, the City issued its City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2000 (the "Series 2000 Bonds"), in the aggregate principal amount of \$14,355,000;

**WHEREAS**, the Original Indenture provides that the City may at any time issue one or more Series of Additional Bonds (in addition to the Series 2000 Bonds) payable from Pledged Assessment Revenues as provided in the Original Indenture on a parity with all others Bonds theretofore issued thereunder, but only subject to the conditions set forth therein;

**WHEREAS**, the City desires to issue a Series of Additional Bonds for one or more of the purposes specified in the Original Indenture;

**WHEREAS**, Section 9.01(b)(iii) of the Original Indenture provides for amendments thereto by Supplemental Indenture for issuance of one or more Series of Additional Bonds, and to provide the terms and conditions under which such Series of Additional Bonds may be issued, subject to and in accordance with the provisions of Article III thereof and Section 9.01(b)(vi) of the Original Indenture provides for amendments thereto by Supplemental Indenture in any other respect whatsoever as the City may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners under the Original Indenture, in the opinion of Bond Counsel filed with the City and the Trustee;

**WHEREAS**, the City has determined that all things necessary to cause the authorization, execution and delivery of this First Supplemental Indenture have in all respects been duly authorized;

**NOW, THEREFORE**, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**PART 1**

**AMENDMENTS TO ORIGINAL INDENTURE  
RELATING TO ISSUANCE OF SERIES 2001 BONDS**

**Section 1.1. Amendment of Original Indenture to Add Additional Article Providing for Terms of the Series 2001 Bonds.** The Original Indenture is hereby amended by adding thereto an additional Article as follows:

**ARTICLE XII**

**SERIES 2001 BONDS**

**Section 12.01. Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture, of any Supplemental Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

**“Bond Financed Improvements (Series 2001)”** means certain of the Improvements or portions of Improvements described in the Assessment Ordinance and listed on Exhibit B attached hereto under the caption “Bond Financed Improvements (Series 2001)” and funded by proceeds of the Series 2001 Bonds.

**“Closing Date (Series 2001)”** means the date upon which the Series 2001 Bonds are delivered to the Original Purchaser (Series 2001), being \_\_\_\_\_, 2001.

**“Continuing Disclosure Certificate (Series 2001)”** means the Continuing Disclosure Certificate, dated as of \_\_\_\_\_, 2001, by the City, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**“Costs of Issuance Fund (Series 2001)”** means the “Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 Costs of Issuance Fund” established and held by the Trustee pursuant to Section 12.05.

**“First Supplemental Indenture”** means the First Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2001, by and between the City and the Trustee.

**“Improvement Account (Series 2001)”** means the “Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 Improvement Fund” in the City Treasury established pursuant to Section 12.06, which is hereby deemed to be an account within the Improvement Fund.

**“Participating Underwriter (Series 2001)”** shall have the meaning ascribed to Participating Underwriter in the Continuing Disclosure Certificate (Series 2001).

**“Rebate Fund (Series 2001)”** means the “Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 Rebate Fund” established and held by the Trustee pursuant to Section 12.09.

**“Rebate Requirement (Series 2001)”** has the meaning ascribed to Rebate Requirement in the Tax Certificate (Series 2001).

**“Series 2001 Bonds”** means the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001, issued hereunder.

**“Tax Certificate (Series 2001)”** means the Tax Certificate executed by the City at the time of issuance of the Series 2001 Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

**Section 12.02. Terms of Series 2001 Bonds.** (a) The Series 2001 Bonds shall be designated “City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001”. The aggregate principal amount of Series 2001 Bonds that may be issued and Outstanding under this Indenture shall not exceed \$ \_\_\_\_\_, except as may be otherwise provided in Section 2.08.

(b) The Series 2001 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no Series 2001 Bond shall have more than one maturity date. The Series 2001 Bonds shall be dated as of March 1, 2001, shall be issued in the aggregate principal amount of \$ \_\_\_\_\_, shall mature on March 1 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

<u>Maturity Date</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u> \$	<u>Interest</u> <u>Rate</u> %
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(c) Interest on the Series 2001 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2001 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest thereon shall be payable from such Interest Payment Date, (ii) a Series 2001 Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date (Series 2001), or (iii) interest on any Series 2001 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the

date to which interest has previously been paid or duly provided for. Interest shall be paid in lawful money of the United States on each Interest Payment Date. Interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Series 2001 Bond Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest on any Series 2001 Bond which is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Series 2001 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special record date.

(d) The principal of the Series 2001 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee. Payment of principal of any Series 2001 Bond shall be made only upon presentation and surrender of such Bond at the Office of the Trustee.

(e) The Series 2001 Bonds shall be subject to redemption as provided in Section 12.07.

(f) The Series 2001 Bonds shall be in substantially the form set forth in Exhibit H hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

(g) Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form as that set forth in Exhibit H hereto for the Series 2001 Bonds, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

(h) The Series 2001 Bonds shall initially be issued as Book-Entry Bonds.

**Section 12.03. Issuance of Series 2001 Bonds.** Concurrently with the execution of the First Supplemental Indenture, the City shall execute and Trustee shall authenticate the Series 2001 Bonds and deliver the Series 2001 Bonds to the Original Purchaser (Series 2001) in the aggregate principal amount of \$\_\_\_\_\_.

**Section 12.04. Application of Proceeds of the Series 2001 Bonds.** On the Closing Date (Series 2001), the proceeds of the sale of the Series 2001 Bonds received by the Trustee, \$\_\_\_\_\_, shall be deposited by the Trustee as follows:

(a) The Trustee shall deposit the amount of \$\_\_\_\_\_ in the Bond Fund.

(b) The Trustee shall deposit the amount of \$\_\_\_\_\_ in the Costs of Issuance Fund (Series 2001).

(c) The Trustee transfer to the City the amount of \$\_\_\_\_\_ for deposit in the Improvement Account (Series 2001).

The City shall credit the amount of the good faith check (\$ \_\_\_\_\_) received with respect to the sale of the Series 2001 Bonds to the Improvement Account (Series 2001).

**Section 12.05. Costs of Issuance Fund (Series 2001).** The Trustee shall establish and maintain a separate fund designated the “Costs of Issuance Fund (Series 2001)”. On the Closing Date (Series 2001) there shall be deposited in the Costs of Issuance Fund (Series 2001) the amount specified in Section 12.04(b).

The moneys in the Costs of Issuance Fund (Series 2001) shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the City stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund (Series 2001), and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund (Series 2001), in each case together with a statement or invoice for each amount requested thereunder. On \_\_\_\_\_, 2001, all amounts, if any, remaining in the Costs of Issuance Fund (Series 2001) shall be withdrawn therefrom by the Trustee and transferred to the City for deposit in the Improvement Account (Series 2001), and the Costs of Issuance Fund (Series 2001) shall be closed.

**Section 12.06. Improvement Account (Series 2001).** The City shall establish and maintain within the Improvement Fund a separate fund designated the “Improvement Account (Series 2001)”. On the Closing Date (Series 2001) the Trustee shall transfer to the City for deposit in the Improvement Account (Series 2001) the amount specified in Section 12.04(c). The City shall credit to the Improvement Account (Series 2001) the amount of the good faith check (\$ \_\_\_\_\_) received with respect to the sale of the Series 2001 Bonds as specified in Section 12.04.

The moneys in the Improvement Account (Series 2001) shall be used and withdrawn by the City from time to time to pay the costs of the Bond Financed Improvements (Series 2001) upon submission of a Written Request of the City to the City Controller substantially in the form of Exhibit I attached hereto, in each case together with a statement or invoice and a payment voucher for each amount requested thereunder and evidence satisfactory to the City Controller with respect to any of the certifications contained in such Written Request.

Upon the filing of a Written Certificate of the City (i) stating that the Bond Financed Improvements (Series 2001) have been completed and that all costs of the Bond Financed Improvements (Series 2001) have been paid or are not required to be paid from the Improvement Account (Series 2001), or (ii) stating that the Bond Financed Improvements (Series 2001) have been substantially completed and that all remaining costs of the Bond Financed Improvements (Series 2001) have been determined and specifying the amount to be retained therefor, the City shall transfer and apply the amount, if any, remaining in the Improvement Account (Series 2001) (less any such retention) to the Trustee for deposit in the Redemption Fund to be used to optionally redeem Series 2001 Bonds if such amount is equal to or greater than \$50,000, and to the Trustee for deposit in the Bond Fund to pay interest on the Series 2001 Bonds if such amount is less than \$50,000. Upon any such transfer, the Improvement Account (Series 2001) shall be closed.

The City shall not spend moneys in the Improvement Account (Series 2001) on costs of a Bond Financed Improvement (Series 2001) in an amount greater than the Prop K Maximum for such Bond Financed Improvement (Series 2001).

**Section 12.07. Redemption of Series 2001 Bonds.** (a) *Optional Redemption.* The Series 2001 Bonds maturing on or after March 1, \_\_\_\_\_ shall be subject to optional redemption, in whole or in part, on any Interest Payment Date on or after March 1, \_\_\_\_\_, from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2001 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, _____ through September 1, _____	%
March 1, _____ and thereafter	

The City shall give the Trustee written notice of its intention to redeem Series 2001 Bonds pursuant to this subsection not less than 30 days prior to the applicable redemption date, unless such notice shall be waived by the Trustee.

(b) *Mandatory Sinking Fund Redemption.* The Series 2001 Bonds maturing March 1, \_\_\_\_\_ shall be subject to mandatory sinking fund redemption, in part, on March 1 in each year, commencing March 1, \_\_\_\_\_, at a Redemption Price equal to the principal amount of the Series 2001 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date <u>(March 1)</u>	Principal Amount to be <u>Redeemed</u>
(maturity)	\$

If some but not all of the Series 2001 Bonds maturing on March 1, \_\_\_\_\_ are redeemed pursuant to Section 12.07(a), the principal amount of Series 2001 Bonds maturing on March 1, \_\_\_\_\_ to be redeemed pursuant to Section 12.07(b) on any subsequent March 1 shall be reduced, by \$5,000 or an integral multiple thereof, as designated by the City in a Written Certificate of the City filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of Series 2001 Bonds maturing on March 1, \_\_\_\_\_ redeemed pursuant to Section 12.07(a).

In lieu of making mandatory sinking fund payments, the City shall have the option to tender to the Trustee for cancellation any amount of Series 2001 Bonds maturing March 1, \_\_\_\_\_ purchased by the City, which Series 2001 Bonds maturing March 1, \_\_\_\_\_ may be purchased by the City at public or private sale as and when and at such prices as the City may in its discretion determine, and

may be purchased by the Trustee, upon the Written Request of the City, from amounts on deposit in the Bond Fund that would otherwise be available to make such mandatory sinking fund payments. The par amount of any Series 2001 Bonds maturing March 1, \_\_\_\_ so purchased by the City and tendered to the Trustee, or so purchased by the Trustee, in any twelve-month period ending on March 1 in any calendar year shall be credited towards and shall reduce the principal amount of the mandatory sinking fund payments in the order in which they are required to be made pursuant to this Section.

**Section 12.08. Redemption Fund.** The Trustee shall deposit in the Redemption Fund amounts received from the City in connection with the City's exercise of its rights to optionally redeem Series 2001 Bonds pursuant to Section 12.07(a) and any other amounts required to be deposited therein pursuant to Section 12.06.

Amounts deposited in the Redemption Fund pursuant to the preceding paragraph shall be disbursed therefrom for the payment of the Redemption Price of Series 2001 Bonds redeemed pursuant to Section 12.07(a).

**Section 12.09. Rebate Fund (Series 2001).** (a) The Trustee shall establish and maintain a special fund designated the "Rebate Fund (Series 2001)". There shall be deposited in the Rebate Fund (Series 2001) such amounts as are required to be deposited therein pursuant to the Tax Certificate (Series 2001), as specified in a Written Request of the City. All money at any time deposited in the Rebate Fund (Series 2001) shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (Series 2001), for payment to the United States of America. Notwithstanding defeasance of the Series 2001 Bonds pursuant to Article X hereof or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund (Series 2001) shall be governed exclusively by this Section and by the Tax Certificate (Series 2001) (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the City, and shall have no liability or responsibility to enforce compliance by the City with the terms of the Tax Certificate (Series 2001). The Trustee may conclusively rely upon the City's determinations, calculations and certifications required by the Tax Certificate (Series 2001). The Trustee shall have no responsibility to independently make any calculation or determination or to review the City's calculations.

(b) Any funds remaining in the Rebate Fund (Series 2001) after payment in full of all of the Series 2001 Bonds and after payment of any amounts described in this Section, shall be withdrawn by the Trustee and remitted to the City.

**Section 12.10. Tax Covenants.** (a) The City shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Series 2001 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the City shall comply with the requirements of the Tax Certificate (Series 2001), which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the City is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held



by the Trustee in any of the funds or accounts established hereunder, the City shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the City shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2001 Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate (Series 2001), and the covenants hereunder shall be deemed to be modified to that extent.

**Section 12.11. Series 2001 Bonds Continuing Disclosure to Owners.** The City shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate (Series 2001). Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Certificate (Series 2001) shall not be considered an Event of Default; provided, however, that the Trustee may (and, at the written direction of any Participating Underwriter (Series 2001) or the holders of at least 25% aggregate principal amount of Outstanding Series 2001 Bonds, shall), or any holder or Beneficial Owner of the Series 2001 Bonds, may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

## PART 2

### SPECIFIC AMENDMENTS RELATING TO ISSUANCE OF SERIES 2001 BONDS.

**Section 2.1. Amendment to Section 1.01 of the Original Indenture.** Pursuant to Section 9.01(b)(iii), Section 1.01 of the Original Indenture is hereby amended by deleting the definition of “Bond Financed Improvements” and substituting the following therefor:

“**Bond Financed Improvements**” means certain of the Improvements or portions of Improvements described in the Assessment Ordinance and listed on Exhibit B attached hereto and funded by the proceeds of the Bonds.

**Section 2.2. Amendment to Section 1.01 of the Original Indenture.** Pursuant to Section 9.01(b)(iii), Section 1.01 of the Original Indenture is hereby amended by adding the following definition thereto:

“**Bond Financed Improvements (Series 2000)**” means certain of the Improvements or portions of Improvements described in the Assessment Ordinance and listed on Exhibit B attached hereto under the caption “Bond Financed Improvements (Series 2000)” and funded by proceeds of the Series 2000 Bonds.

**Section 2.3. Amendment to Section 3.04(b) of the Original Indenture.** Pursuant to Section 9.01(b)(iii), the first sentence of Section 3.04(b) of the Original Indenture is hereby amended and restated in its entirety and the following substituted therefor:

The moneys in the Improvement Fund (and not from any account within the Improvement Fund) shall be used and withdrawn by the City from time to time to pay the costs of the Bond Financed Improvements (Series 2000) upon submission of a Written Request of the City to the City Controller substantially in the form of Exhibit C attached hereto, in each case together with a statement or invoice and a payment voucher for each amount requested thereunder and evidence satisfactory to the City Controller with respect to any of the certifications contained in such Written Request.

Upon the filing of a Written Certificate of the City (i) stating that the Bond Financed Improvements (Series 2000) have been completed and that all costs of the Bond Financed Improvements (Series 2000) have been paid or are not required to be paid from the Improvement Fund (and not from any account within the Improvement Fund), or (ii) stating that the Bond Financed Improvements (Series 2000) have been substantially completed and that all remaining costs of the Bond Financed Improvements (Series 2000) have been determined and specifying the amount to be retained therefor, the City shall transfer and apply the amount, if any, remaining in the Improvement Fund (and not in any account within the Improvement Fund) (less any such retention) to the Trustee for deposit in the Redemption Fund to be used to optionally redeem Bonds if such amount is equal to or greater than \$50,000, and to the Trustee for deposit in the Bond Fund to pay interest on the Bonds if such amount is less than \$50,000.

The City shall not spend moneys in the Improvement Fund (and not in an account within the Improvement Fund) on costs of a Bond Financed Improvement (Series 2000) in an amount greater than the Prop K Maximum for such Bond Financed Improvement (Series 2000).

**Section 2.4. Amendment to Section 5.09 of the Original Indenture.** Pursuant to Section 9.01(b)(iii), Section 5.09 of the Original Indenture is hereby amended by adding the following sentence after the second sentence in the second paragraph thereof:

Subject to the provisions of Section 12.09, all interest, profits and other income received from the investment of moneys in the Improvement Account (Series 2001) shall be retained therein and all interest, profits and other income received from the investment of moneys in any improvement account established pursuant to Section 11.11 with respect to a Series of Additional Bonds shall be retained therein.

**Section 2.5. Amendment to Exhibit B attached to the Original Indenture.** Pursuant to Section 9.01(b)(iii), Exhibit B attached to the Original Indenture is hereby amended and restated in its entirety and Exhibit B attached hereto is substituted therefor.

**Section 2.6. Amendment to Exhibit C attached to the Original Indenture.** Pursuant to Section 9.01(b)(iii), Exhibit C attached to the Original Indenture is hereby amended and restated in its entirety and Exhibit C attached hereto is substituted therefor.

### PART 3

#### SPECIFIC AMENDMENTS PURSUANT TO SECTION 9.01(b)(vi) OF ORIGINAL INDENTURE

**Section 3.1. Amendment to Section 6.06 of the Original Indenture.** Pursuant to Section 9.01(b)(vi), Section 6.06 of the Original Indenture is hereby amended by adding the following at the end thereof:

The Trustee shall deliver to the City at least 20 days prior to each Interest Payment Date, a written statement setting forth (x) the amount that will be on deposit in the Bond Fund or the Capitalized Interest Account of the Bond Fund (after the withdrawal pursuant to Section 5.06(c) hereof from the Bond Fund on such Interest Payment Date of the principal of, if any, and interest on the Bonds then due and payable), and (y) the amount of principal and interest due on the Bonds on the next two Interest Payment Dates.

### PART 4

#### MISCELLANEOUS

**Section 4.1. Effect of First Supplemental Indenture.** The First Supplemental Indenture and all of the terms and provisions therein contained shall form part of this Indenture as fully and with the same effect as if all such terms and provisions had been set forth in this Indenture. This Indenture is ratified and confirmed by the First Supplemental Indenture and shall continue in full force and effect in accordance with the terms and provisions hereof, as heretofore amended and supplemented, and as amended and supplemented by the First Supplemental Indenture. If there shall be any conflict between the terms of the First Supplemental Indenture and the terms of this Indenture (as in effect on the day prior to the effective date of the First Supplemental Indenture), the terms of the First Supplemental Indenture shall prevail.

**Section 4.2. Execution in Several Counterparts.** The First Supplemental Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

**Section 4.3. Effective Date of First Supplemental Indenture.** The First Supplemental Indenture shall take effect upon the Closing Date (Series 2001).

**IN WITNESS WHEREOF**, the City has caused this First Supplemental Indenture to be signed in its name by its officer thereunto duly authorized, and the Trustee has caused this First Supplemental Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**CITY OF LOS ANGELES**

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

**U.S. TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE**

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT B

### BOND FINANCED IMPROVEMENTS

#### Bond Financed Improvements (Series 2000)

<u>FACILITY</u>	<u>PROJECT</u>
POINT FERMIN PARK	BLOCK WALL REPAIR ON PERIMETER, RETAINING WALL, LIGHTHOUSE IMPROVEMENTS AND IRRIGATION UPGRADE
LINCOLN PARK LAKE	WATER QUALITY AND FILTRATION IMPROVEMENTS AT LAKE
SHADOW RANCH	FACILITY RENOVATION, BALLFIELD IMPROVEMENTS, FENCING, IRRIGATION
LEMON GROVE	OUTDOOR SPORTS FIELD DEVELOPMENT
HAZARD PARK	OUTDOOR DEVELOPMENT: SOCCER FIELDS, VOLLEYBALL AREA, BAR-B-Q GRILLS & TABLES, LIGHTING, WALKWAYS, REFURBISH INTERIOR OF GYM
SANTA MONICA MOUNTAINS	ACQUISITION OF MANDEVILLE CANYON, TO BE OWNED BY CITY (ACQUISITION OF PARKS/NATURAL LANDS COMPETITIVE GRANT)
SOUTH CENTRAL SPORTS ACTIVITY CENTER	ACQUISITION OF BUILDING AND DEVELOPMENT
VICTORY VINELAND CHILDCARE CENTER	BUILD A CHILDCARE CENTER (NEIGHBORHOOD AT-RISK YOUTH REC FACILITIES COMPETITIVE GRANT)
RANCHO CIENEGA CHILDCARE CENTER	BUILD A CHILDCARE CENTER (NEIGHBORHOOD AT-RISK YOUTH REC FACILITIES COMPETITIVE GRANT)
LAUSD WASHINGTON IRVING MIDDLE SCHOOL	CREATE A PARK AND SPORTSFIELD (YOUTH SCHOOLS/RECREATIONAL PROJECTS COMPETITIVE GRANT)

**Bond Financed Improvements (Series 2001)**

<u>FACILITY</u>	<u>PROJECT</u>	<u>COUNCIL DISTRICT</u>	<u>GRANT/ PROP K MAXIMUM</u>
Cabrillo Aquarium	Expand and enhance education wing to include more teaching labs, discovery lab, collection storage and water system improvements	Regional	\$5,000,000
Los Angeles Zoo	Construct and develop a Children's Discovery Center	Regional	\$11,000,000
Green Meadows	Construct modern recreation center; sportsfield improvements; fencing	8	\$3,000,000
El Centro del Pueblo	Renovate existing facilities and expand recreation center	13	Competitive Grant: Regional Rec /Educational Facilities (\$20,000,000 aggregate for category)
Children's Museum	Build Children's Museum	Regional	Competitive Grant: Neighborhood At-Risk Youth Rec Facilities (\$20,000,000 aggregate for category)

**EXHIBIT C**

**FORM OF WRITTEN REQUEST FOR DISBURSEMENT FROM IMPROVEMENT  
FUND**

**CITY OF LOS ANGELES  
LANDSCAPING AND LIGHTING DISTRICT 96-1  
REVENUE BONDS, SERIES 2000**

**WRITTEN REQUEST NO. \_\_\_ FOR DISBURSEMENTS FROM  
IMPROVEMENT FUND**

The undersigned, the City of Los Angeles, a charter city and municipal corporation organized and existing under and by virtue of its Charter and the Constitution and laws of the State of California (the "City"), hereby states and certifies as follows:

(1) that \_\_\_\_\_ is the \_\_\_\_\_ of the City and, as such, is an "Authorized Representative" of the City, as such term is defined in the Indenture, dated as of March 1, 2000 (the "Indenture"), by and between the City and U.S. Trust Company, National Association, as trustee (the "Trustee");

(2) that the City Controller is hereby requested to disburse from the Improvement Fund (and not from any account within the Improvement Fund), to the payees set forth on Exhibit A attached hereto and by this reference incorporated herein, the amount set forth on Exhibit A opposite each such payee, for payment of such costs incurred for the purposes identified on said Exhibit A;

(3) that each such payment constitutes a cost of the Bond Financed Improvements (Series 2000) and is a proper charge against the Improvement Fund;

(4) that such amounts have not been the subject of a prior disbursement from the Improvement Fund or any account within the Improvement Fund;

(5) that a statement or invoice and a payment voucher for each amount requested hereunder is attached hereto;

(6) that the amount requested hereunder for costs of each Bond Financed Improvement (Series 2000), together with all other amounts previously spent or budgeted to be spent to date on costs of such Bond Financed Improvement (Series 2000) from Bond proceeds or from assessments levied under the Assessment Ordinance, is not greater than the amount authorized pursuant to the Assessment Ordinance to be spent for costs of such Improvement (the "Prop K Maximum"), as set forth below:

Improvement	Amounts Previously Spent or Budgeted to be Spent To Date	Amount Requested Hereunder	Total	Prop K Maximum
	\$	\$	\$	\$

(7) that no Event of Default under the Indenture has occurred and is continuing.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Indenture.

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

**THE CITY OF LOS ANGELES**

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



**EXHIBIT H**

**FORM OF SERIES 2001 BOND**

No. \_\_\_\_\_

\$ \_\_\_\_\_

**CITY OF LOS ANGELES  
LANDSCAPING AND LIGHTING DISTRICT 96-1  
ASSESSMENT BOND, SERIES 2001**

**INTEREST RATE      MATURITY DATE      DATED DATE      CUSIP**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

The City of Los Angeles (the "City"), for value received, hereby promises to pay, solely from the Assessments (as hereinafter defined) collected in the Landscaping and Lighting District 96-1 or amounts in certain funds and accounts held under the Indenture (as hereinafter defined), to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like lawful money from the date hereof payable semiannually on March 1 and September 1 in each year, commencing September 1, 2001 (the "Interest Payment Dates"), until payment of such Principal Amount in full. Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the close of business on the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day, in which event interest thereon shall be payable from such Interest Payment Date or unless this Bond is authenticated on or before \_\_\_\_\_, 2001, in which event interest thereon shall be payable from \_\_\_\_\_, 2001, or unless interest on this Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has previously been paid or duly provided for). The Principal Amount hereof is payable

upon surrender hereof upon maturity or earlier redemption at the Office of the Trustee (as hereinafter defined). Interest hereon is payable by check of U.S. Trust Company, National Association, as Trustee (the "Trustee"), mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the Registration Books of the Trustee as of the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date. "Office of the Trustee" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the City by the Trustee in writing.

This Bond is one of a series of a duly authorized issue of bonds issued by the City pursuant to Article 6.2 of the Los Angeles Administrative Code (the "Act"), for the purpose of financing the construction and acquisition of certain park, recreation and community facilities and improvements or portions thereof described in the Assessment Ordinance (the "Bond Financed Improvements"), and is one of the series of bonds designated "City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001" (the "Series 2001 Bonds") in the aggregate principal amount of \$\_\_\_\_\_. The Series 2001 Bonds are issued pursuant to the Indenture, dated as of March 1, 2000, by and between the City and the Trustee, as amended and supplemented by the First Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2001, by and between the City and the Trustee (as so amended and supplemented, the "Indenture"), and this reference incorporates the Indenture herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Pursuant to the Indenture, the City previously issued its City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2000 (the "Series 2000 Bonds") in the aggregate principal amount of \$14,355,000. The Series 2001 Bonds are secured by a lien on a parity with the lien securing the Series 2000 Bonds. Pursuant to and as more particularly provided in the Indenture, additional bonds ("Additional Bonds") may be issued by the City secured by a lien on a parity with the lien securing the Series 2000 Bonds and the Series 2001 Bonds. The Series 2000 Bonds, the Series 2001 Bonds and any Additional Bonds are collectively referred to as the "Bonds". The Indenture is entered into, and this Bond is issued under, the Act and the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of and interest on the Bonds are payable solely from the annual assessments authorized under the Assessment Ordinance (defined below) to be levied within the Landscaping and Lighting District 96-1 and described in clause (a) of Section 12 of the Assessment Ordinance (the "Assessments"), and any interest, penalties, costs, fees and other charges received with respect to any delinquent assessments levied under the Assessment Ordinance, through foreclosure proceedings or otherwise (collectively, the "Pledged Assessment Revenue") and certain funds held under the Indenture. Pursuant to Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City on November 5, 1996 (the "Assessment Ordinance"), the voters of the City formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "Landscaping and Lighting Act of 1972") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in the Assessment Ordinance. Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, the Pledged Assessment Revenue and any other amounts (including proceeds of the sale of the Bonds) held in the Bond Fund, the Redemption Fund, the Improvement Fund, the Projects Fund and the Bond Payment

Account established under the Indenture are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act. Said pledge constitutes a first lien on such assets.

The Series 2001 Bonds maturing on or after March 1, \_\_\_\_\_ shall be subject to optional redemption, in whole or in part on any Interest Payment Date on or after March 1, \_\_\_\_\_, from any source of available funds, at the following respective redemption prices (expressed as percentages of the principal amount of the Series 2001 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, _____ through September 1, _____	%
March 1, _____ and thereafter	

The Series 2001 Bonds maturing March 1, \_\_\_\_\_ shall be subject to mandatory sinking fund redemption, in part, on March 1 in each year, commencing March 1, \_\_\_\_\_ at a redemption price equal to the principal amount of such Series 2001 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts specified in the Indenture.

In lieu of making mandatory sinking fund payments, the City shall have the option to tender to the Trustee for cancellation any amount of Series 2001 Bonds maturing March 1, \_\_\_\_\_ purchased by the City, which Series 2001 Bonds maturing March 1, \_\_\_\_\_ may be purchased by the City at public or private sale as and when and at such prices as the City may in its discretion determine, and may be purchased by the Trustee, upon the Written Request of the City, from amounts on deposit in the Bond Fund that would otherwise be available to make such mandatory sinking fund payments. The par amount of any Series 2001 Bonds maturing March 1, \_\_\_\_\_ so purchased by the City and tendered to the Trustee, or so purchased by the Trustee, in any twelve-month period ending on March 1 in any calendar year shall be credited towards and shall reduce the principal amount of the mandatory sinking fund payments in the order in which they are required to be made pursuant to this Section.

The Trustee on behalf and at the expense of the City shall mail (by first class mail) notice of any redemption to the respective owners of any Series 2001 Bonds designated for redemption, at their respective addresses appearing on the Registration Books maintained by the Trustee, at least 15 but not more than 60 days prior to the redemption date; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Series 2001 Bonds or the cessation of the accrual of interest thereon. The redemption price of the Series 2001 Bonds to be redeemed shall be paid only upon presentation and surrender thereof at the Office of the Trustee. From and after the date fixed for redemption of any Series 2001 Bonds, interest on such Series 2001 Bonds will cease to accrue.

The Series 2001 Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Series 2001 Bonds may be

exchanged at the Office of the Trustee for a like aggregate principal amount and maturity of fully registered Series 2001 Bonds of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Series 2001 Bond or Series 2001 Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The City and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the City and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the City, the owners of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or the rate of interest thereon, or extend the time of payment, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or (iii) permit the creation of any lien on the Pledged Assessment Revenue and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture or deprive the Owners of the Bonds of the lien created by the Indenture on such Pledged Assessment Revenue and the other assets pledged therefor thereunder (except as expressly provided in the Indenture), without the consent of the Owners of all of the Bonds then Outstanding.

The Indenture contains provisions permitting the City to make provision for the payment of interest on, and the principal and premium, if any, of any of the Bonds so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

All obligations of the City under the Indenture and under the Bonds shall be special obligations of the City, payable solely from the Pledged Assessment Revenue and the other assets pledged to secure the payment thereof thereunder. The Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory debt limit or restriction, and shall not constitute obligations for which the City is obligated to levy or pledge any form of taxation or for which the City shall levy or pledge any form of taxation. Neither the faith and credit nor the taxing power of the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**IN WITNESS WHEREOF**, the City has caused this Bond to be signed in its name and on its behalf by the facsimile signatures of the Mayor or such other officer of the City of Los Angeles and countersigned in its name and on its behalf by the manual signature of the City Clerk or a Deputy City Clerk of the City of Los Angeles, all as of the Dated Date identified above.

**CITY OF LOS ANGELES**

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

Attest:

By: \_\_\_\_\_  
City Clerk of  
the City of Los Angeles

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

This is one of the Series 2001 Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: \_\_\_\_\_

**U.S. TRUST COMPANY, NATIONAL  
ASSOCIATION, AS TRUSTEE**

By: \_\_\_\_\_  
Authorized Signatory

**ASSIGNMENT**

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ whose address and social security or other tax identifying number is \_\_\_\_\_, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an eligible guarantor.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

**EXHIBIT I**

**FORM OF WRITTEN REQUEST FOR DISBURSEMENT FROM IMPROVEMENT  
ACCOUNT (SERIES 2001)**

**CITY OF LOS ANGELES  
LANDSCAPING AND LIGHTING DISTRICT 96-1  
REVENUE BONDS, SERIES 2001**

**WRITTEN REQUEST NO. \_\_\_ FOR DISBURSEMENTS FROM  
IMPROVEMENT ACCOUNT (SERIES 2001)**

The undersigned, the City of Los Angeles, a charter city and municipal corporation organized and existing under and by virtue of its Charter and the Constitution and laws of the State of California (the "City"), hereby states and certifies as follows:

(8) that \_\_\_\_\_ is the \_\_\_\_\_ of the City and, as such, is an "Authorized Representative" of the City, as such term is defined in the Indenture, dated as of March 1, 2000, by and between the City and U.S. Trust Company, National Association, as trustee (the "Trustee"), as amended and supplemented by the First Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2001, by and between the City and the Trustee (as so amended and supplemented, the "Indenture");

(9) that the City Controller is hereby requested to disburse from the Improvement Account (Series 2001), to the payees set forth on Exhibit A attached hereto and by this reference incorporated herein, the amount set forth on Exhibit A opposite each such payee, for payment of such costs incurred for the purposes identified on said Exhibit A;

(10) that each such payment constitutes a cost of the Bond Financed Improvements (Series 2001) and is a proper charge against the Improvement Account (Series 2001);

(11) that such amounts have not been the subject of a prior disbursement from the Improvement Account (Series 2001) or the Improvement Fund;

(12) that a statement or invoice and a payment voucher for each amount requested hereunder is attached hereto;



(13) that the amount requested hereunder for costs of each Bond Financed Improvement (Series 2001), together with all other amounts previously spent or budgeted to be spent to date on costs of such Bond Financed Improvement (Series 2001) from Bond proceeds or from assessments levied under the Assessment Ordinance, is not greater than the amount authorized pursuant to the Assessment Ordinance to be spent for costs of such Improvement (the "Prop K Maximum"), as set forth below:

Improvement	Amounts Previously Spent or Budgeted to be Spent To Date	Amount Requested Hereunder	Total	Prop K Maximum
	\$	\$	\$	\$

(14) that no Event of Default under the Indenture has occurred and is continuing.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Indenture.

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

**THE CITY OF LOS ANGELES**

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

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Los Angeles (the "City") in connection with the issuance of its Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Series 2001 Bonds"), pursuant to the Indenture (defined below). The City covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the City for the benefit of the Series 2001 Bond owners and Beneficial Owners in order to assist the Participating Underwriters in complying with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Indenture, which shall apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Section 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Series 2001 Bonds (including persons holding the Series 2001 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any of the Series 2001 Bonds for federal income tax purposes.

"Dissemination Agent" shall mean each of the Director, Office of Administrative and Research Services of the City or any other person authorized to act on his or her behalf, acting in the capacity of Dissemination Agent, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Indenture" shall mean that certain Indenture, dated April 1, 2001, by and between the City and U.S. Trust Company, National Association, as trustee (the "Trustee"), as amended and supplemented by that certain First Supplemental Indenture, dated as of April \_\_, 2001, by and between the City and the Trustee, pursuant to which the Series 2001 Bonds are issued.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository under the Rule.

"Official Statement" shall mean the Official Statement dated \_\_\_\_\_ 2001, issued by the City in connection with the sale of the Series 2001 Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Series 2001 Bonds required to comply with the Rule in connection with offering of the Series 2001 Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12 (b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule. As of the date of this Agreement, there is no State Repository.

### SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than June 30 of each year, commencing June 30, 2002, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. If the Dissemination Agent is other than the City or the Director, Office of Administrative and Research Services, not later than fifteen (15) days prior to said date, the City shall provide the Annual Report to the Dissemination Agent. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the City's audited financial statements may be submitted separately from the balance of the Annual Report later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the City shall send a notice to the Municipal Securities Rulemaking Board in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of the City for the prior fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. A summary of significant accounting policies of the City is set forth in Note 1 to the General Purpose Financial Statements of the City for the Year Ended June 30, 2000 included as Appendix B to the Official Statement. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update to the following Sections or tables set forth in the Official Statement: Table 3 (Assessment Collection History), Table 4 (Assessment Revenue by Source Fiscal Year 2000-01), Table 6 (Budgeted Proposition K Program Expenditures Through FY 2000-01), Table 7 (Actual Assessment Revenues and Expenditures), and Table 8 (Compliance with Limitation on Expenditures of Assessments); and the following Sections set forth in Appendix A to the Official Statement: "BUDGET AND REVENUES," "MAJOR GENERAL FUND REVENUE SOURCES," "FINANCIAL OPERATIONS," "BONDED AND OTHER INDEBTEDNESS" AND "LITIGATION," The City need not update any particular table or chart included in such Sections set forth in Appendix A to the Official Statement so long as (i) the City provides updated information generally of the type previously included in such table or chart, or (ii) such table or chart constitutes information not deemed to be operating data under the Rule.

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b) of this section, the City shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be incorporated by reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2001 Bonds, if material:

1. principal and interest payment delinquencies;
2. non-payment related defaults;
3. modifications to the rights of Series 2001 Bond owners;
4. optional, contingent or unscheduled Series 2001 Bond calls;
5. defeasances;
6. rating changes;
7. adverse tax opinions or events affecting the tax-exempt status of the Series 2001 Bonds;
8. unscheduled draws on debt service reserves reflecting financial difficulties;
9. unscheduled draws on credit enhancements reflecting financial difficulties;
10. substitution of credit or liquidity providers, or their failure to perform; and
11. release, substitution or sale of property securing repayment of the Series 2001 Bonds.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material. For example, the City will not report the release, sale, substitution or replacement of parcels of property subject to assessment as a significant event unless such release, sale, substitution or replacement would be material.

(c) If the City determines that knowledge of the occurrence of a Listed Event would be material, the City shall promptly file a notice of such occurrence with the trustee under the Indenture, the Municipal Securities Rulemaking Board and each State Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Series 2001 Bonds pursuant to the Indenture.

SECTION 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2001 Bonds. If such termination occurs prior to the final maturity of the Series 2001 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c) hereof.

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage

a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. During any period in which there is no other entity acting as Dissemination Agent, the City shall act as Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of an obligated person with respect to the Series 2001 Bonds, or the type of business conducted;

(b) The undertakings herein, as proposed to be amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2001 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver either (i) is approved by the owners of the Series 2001 Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of owners of Series 2001 Bonds, or (ii) does not, in the opinion of the Trustee or nationally recognized bond counsel, materially impair the interests of the owners or Beneficial Owners of the Series 2001 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to a change in the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial statements or information, in order to provide information to investors to enable them to evaluate the ability of City to meet its obligations.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice or occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure by the City to comply with any provision of this Disclosure Certificate, as provided in the Indenture, the Trustee may (and, at the written direction of any Participating Underwriter or the owners of at least 25% aggregate principal amount of Outstanding Series 2001 Bonds, shall), or any owners or Beneficial Owners of the Series 2001 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2001 Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters, and owners and Beneficial Owners from time of the Series 2001 Bonds, and shall create no rights in any other person or entity.

Date: April \_\_, 2001

THE CITY OF LOS ANGELES

By \_\_\_\_\_  
Director, Office of Administrative and Research  
Services

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: THE CITY OF LOS ANGELES

Name of the Bonds: City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001

Date of Issuance: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2001 Bonds as required by Section 12.13 of the First Supplemental Indenture dated April 1, 2001, by and between the City and U.S. Trust Company, National Association, pursuant to which the Series 2001 Bonds were issued, and Section 3(b) of that certain Continuing Disclosure Certificate dated \_\_\_\_\_, 2001 executed by the Issuer. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

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

THE CITY OF LOS ANGELES

By \_\_\_\_\_  
Director, Office of Administrative and  
Research Services,  
as Dissemination Agent



**NOTICE OF INTENTION TO SELL**

**\$13,035,000\***  
**City of Los Angeles**  
**Landscaping and Lighting District 96- 1**  
**Assessment Bonds, Series 2001**  
**(Proposition K)**

NOTICE IS HEREBY GIVEN that the City of Los Angeles (the "City") intends to receive sealed bids and electronic bids until 9:00 a.m. Los Angeles time, on Tuesday,

**March 27, 2001,**

through the use of an electronic bidding service offered by Dalcomp/Parity, or by hand delivery of sealed bids at the City's principal office, c/o Mario Vasquez, Finance Specialist II, Office of Administrative and Research Services, City of Los Angeles, 200 North Main Street, Room 1500, Los Angeles, California 90012, for the purchase of all of the above-captioned bonds (the "Bonds") dated March 1, 2001, and maturing on such dates as described in the related Official Notice Inviting Bids (the "Notice"). No bids will be accepted by facsimile. Bids for less than all of the Bonds will not be accepted. The City reserves the right to postpone the date established for the receipt of bids as more fully described under the paragraph "Bid Extension or Postponement" in the Notice.

NOTICE IS HEREBY FURTHER GIVEN that copies of the Notice and the Preliminary Official Statement issued in connection with the sale of the Bonds, may be obtained from the City's financial advisors, Public Resources Advisory Group ("PRAG") 11845 West Olympic Blvd., Suite 640, Los Angeles, California 90064, 310-477-8487, and Municipal Capital Management, Inc., 11331 Denair Street, Los Angeles, California 90049, 310-440-0466.

**/s/ Mario Vasquez**  
**Finance Specialist II**  
**Office of Administrative and Research Services, City of Los Angeles**

Date: \_\_\_\_\_, 2001

\_\_\_\_\_  
\*Preliminary, subject to change.

**OFFICIAL NOTICE INVITING BIDS**

**\$13,035,000\***  
**CITY OF LOS ANGELES**  
**LANDSCAPING AND LIGHTING DISTRICT 96-1**  
**ASSESSMENT BONDS, SERIES 2001**  
**(Book-Entry-Only)**

NOTICE IS HEREBY GIVEN that mailed or hand delivered bids and electronic proposals will be received by the City of Los Angeles, California (the "City") for the purchase of all but not less than all of the \$13,035,000\* original principal amount of the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Series 2001 Bonds"). The bids will be received at the place and up to the time specified below (unless postponed as described herein):

Date: March 27, 2001  
9:00 a.m., Los Angeles Time

Place: Office of Administrative and Research Services  
City of Los Angeles, California  
Room 1500, City Hall East  
200 North Main Street  
Los Angeles, CA 90012

Mailed or Hand Delivered Bids: Mailed or hand delivered bids should be sent to the above address  
c/o Mario Vasquez.

All mailed or hand delivered bids must be in a sealed envelope clearly marked, "Proposal for City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001". See instructions under "Terms of Sale; Form of Bid" below.

Electronic Bids: Electronic proposals may be submitted only through Dalcomp/Parity, the "Approved Provider". Bidders intending to submit an electronic proposal must complete and deliver the attached Authorization to Accept Electronic Bid (the "Authorization") to the City at the address indicated on the Authorization prior to the time stated above for the receipt of proposals. The Approved Provider will act as agent of the bidder and not of the City in connection with the submission of bids and the City assumes no responsibility or liability for bids submitted through the Approved Provider. See "Information Regarding Electronic Proposals" herein.

Facsimile Bids: No bids will be accepted by facsimile.

**The Issue**

The proceeds from the sale of the Series 2001 Bonds will be used for the acquisition or construction of certain of the park, recreation and community facilities and improvements set forth in Referendum Ordinance K (defined below). The Series 2001 Bonds will be issued pursuant to a Resolution of the Council of the City authorizing the issuance of the Series 2001 Bonds. Capitalized terms not defined herein shall have the same definitions as used in the Resolution.

## **Authorization**

On November 5, 1996, the voters of the City adopted Referendum Ordinance K for a City-wide Parks, Recreation and Community Facilities Assessment ("Referendum Ordinance K"). Referendum Ordinance K provided for the formation of an assessment district to be known as City of Los Angeles Landscaping and Lighting District 96-1 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) for the purpose of acquiring or constructing certain of the park, recreation and community facilities and improvements described in Referendum Ordinance K.

On October 5, 1999, the Council of the City adopted an ordinance entitled "An Ordinance of the Council of The City of Los Angeles Adding to the Los Angeles Administrative Code New Procedures for Issuance and Sale of Bonds Payable from Assessments levied pursuant to Referendum Ordinance K" adding to the Los Angeles Administrative Code new procedures for the issuance and sale of bonds payable from assessments levied pursuant to Referendum Ordinance K (such procedures being hereinafter referred to as the "Act").

The Series 2001 Bonds are being issued by the City pursuant to the Act, an Indenture, dated as of March 1, 2000 (the "Original Indenture"), by and between the City and the Trustee, as supplemented by a First Supplemental Indenture, dated as of April 1, 2001 (the "First Supplemental Indenture"), by and between the City and the Trustee (as so supplemented, the "Indenture").

## **Security and Sources of Payments**

The Bonds, which consist of the Series 2000 Bonds issued on March 29, 2000, pursuant to the Original Indenture, the 2001 Bonds and any Additional Bonds issued on a parity therewith pursuant to the Indenture., are payable solely from the Pledged Assessment Revenue (as defined in the Indenture) and the other assets pledged to secure payment thereof under the Indenture. The City will annually levy assessments on the approximately 760,000 parcels within the boundaries of the District, which are coterminous within the boundaries of the City, in an amount sufficient to provide for the debt service on the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE PLEDGED ASSESSMENT REVENUE AND THE OTHER ASSETS PLEDGED TO SECURE PAYMENT THEREOF UNDER THE INDENTURE. THE BONDS CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND SHALL NOT CONSTITUTE OBLIGATIONS FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY SHALL LEVY OR PLEDGE ANY FORM OF TAXATION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

## **Book-Entry-Only**

The Series 2001 Bonds will be delivered in fully registered form only, and, when delivered, will be registered in the name of CEDE & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2001 Bonds. Purchasers will not receive certificates representing their interest in the Series 2001 Bonds. Individual purchases will be in the principal amount of \$5,000 and integral multiples thereof. Ownership interests in the Series 2001 Bonds may be purchased in book-entry form only. Principal of, premium, if any, and interest on the Series 2001 Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payment to Direct Participants of DTC for subsequent disbursement to the Beneficial owners of interests in the Series 2001 Bonds.

## Principal Amortization

The aggregate principal amount of the Series 2001 Bonds will mature either through serial maturities or sinking fund redemptions in the following amounts on the following dates:

<u>March 1</u>	<u>Principal Amount*</u>	<u>March 1</u>	<u>Principal Amount*</u>
2002	\$425,000	2012	\$645,000
2003	445,000	2013	670,000
2004	465,000	2014	700,000
2005	480,000	2015	730,000
2006	505,000	2016	760,000
2007	525,000	2017	795,000
2008	545,000	2018	830,000
2009	570,000	2019	870,000
2010	595,000	2020	910,000
2011	615,000	2021	955,000

## Serial Bonds and/or Term Bonds

Bidders may provide that all the Series 2001 Bonds of a series are issued as serial bonds or may provide that any two or more consecutive annual principal amounts of a series be combined into one or more term bonds.

## Principal and Interest Payments

The Series 2001 Bonds will be dated as of March 1, 2001 and will bear interest from that date. Interest on the Series 2001 Bonds will be payable semi-annually on March 1 and September 1, beginning September 1, 2001 (each an "Interest Payment Date"). Principal and premium (if any) on the Series 2001 Bonds will be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the principal corporate trust office of the Trustee.

Payment of principal and interest to DTC is the responsibility of the City or the Trustee; disbursement of such payments to Direct Participants of DTC will be the responsibility of DTC; and disbursements of such payments to the Beneficial Owners will be the responsibility of DTC's Direct Participants and Indirect Participants. The City cannot and does not give any assurances that DTC, its Direct Participants or Indirect Participants or others will distribute payments of principal, premium (if any) or interest on the Series 2001 Bonds paid to DTC or its nominee as the registered owner, or will distribute any redemption notices or other notices to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in the Official Statement. The City and the Trustee will not have any responsibility or obligation with respect to the accuracy of any records maintained by DTC, its Direct Participants or Indirect Participants or any payment made by DTC, its Direct Participants or Indirect Participants of any amount with respect to the principal, premium (if any) or interest on the Series 2001 Bonds or any distribution of redemption notices or other notices or a delay or error relating thereto.

### Optional Redemption

The Series 2001 Bonds maturing on or before March 1, [2011] are not subject to optional redemption prior to the respective stated maturities. The Series 2001 Bonds maturing on or after March 1, [2012] are subject to optional redemption, in whole or in part on any Interest Payment Date on or after March 1, 2011 from any source of available funds. Such redemptions shall be at the following redemption prices (expressed as percentages of the principal amount of Series 2001 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, 2011 and September 1, 2011	100.00%
March 1, 2012 and thereafter	100.00%

### Selection of Bonds for Redemption

Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds of a Series, among maturities of Bonds of such Series as directed in a Written Request of the City, (b) with respect to any redemption pursuant to mandatory sinking fund redemption provisions of the Indenture and the corresponding provision of any Supplemental Indenture pursuant to which Additional Bonds are issued, among maturities of all Series of Bonds on a *pro rata* basis as nearly as practicable, and (c) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

### Notice of Redemption

Notice of redemption shall be given by the Trustee at least 15 days and not more than 60 days prior to the date fixed for redemption. Such notice shall be given by the Trustee by first class mail. So long as the Series 2001 Bonds are in book-entry form only, such notices will be given only to DTC or its nominee.

### Mandatory Sinking Fund Redemption

If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to mandatory sinking fund redemption commencing on March 1 of the first year which has been combined to form such term bond and continuing on March 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the table above under the caption "Principal Amortization". Series 2001 Bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par and shall be selected by lot from among the Series 2001 Bonds then subject to redemption. The City, at its option, may credit against any mandatory sinking fund redemption requirement term bonds of the maturity then subject to redemption, which have been purchased and canceled by the City or have been redeemed and not theretofore applied as a credit against any mandatory sinking fund redemption requirement.

## TERMS OF SALE

### Form of Bid

All bids must be for not less than all of the Series 2001 Bonds hereby offered for sale at not less than one hundred percent (100%) of the par value thereof, plus accrued interest to the date of delivery of the Series 2001 Bonds. Each bid must be on the Official Bid Form. Every mailed or hand delivered bid must be unconditional and irrevocable and must be enclosed in a sealed envelope addressed to the City and endorsed "Proposal for City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001". All electronic proposals shall be deemed to incorporate the provisions of the Official Bid Form and must be unconditional and irrevocable. Except for proposals submitted in accordance with the following paragraph, each bid must be accompanied by the applicable bid check or Surety Bond described under the caption "Bid Check" below. In addition, bidders are requested to supply an estimate of the true interest cost resulting from their bid, computed as prescribed below under the caption "Award, Delivery and Payment", which shall be considered as informative only and not binding on either the bidder or the City. Each bid must be in accordance with the terms and conditions set forth in this Official Notice Inviting Bids.

The City will make its best efforts to accommodate mailed, hand delivered or electronic bids; however, the City, the Co-Financial Advisors and Co-Bond Counsel assume no responsibility for any error contained in any mailed, hand delivered or electronic bid, or for failure of any mailed, hand delivered or electronic bid to be transmitted, received or opened at the official time for receipt of such bids. The official time for the receipt of bids will be determined by the City at the place of the bid opening, and the City shall not be required to accept the time kept by the Approved Provider as the official time. The City assumes no responsibility for informing any bidder prior to the deadline that its bid is incomplete, or not received.

In the event that multiple timely bids are received from a single bidder by any means or combination thereof, the City shall accept the best of such bids and each bidder agrees by submitting any bid to be bound by its best bid.

### Information Regarding Electronic Proposals

Electronic proposals must be submitted through Dalcomp/Parity, the "Approved Provider". Bidders who elect to use the Approved Provider must also complete and deliver (in the form attached to this Notice Inviting Bids) the Authorization to Accept Electronic Bid (the "Authorization") to the address indicated on the Authorization prior to the time stated above for the receipt of proposals. If any provision of this Official Notice Inviting Bids conflicts with information provided by the Approved Provider, this Official Notice Inviting Bids shall control. The City is not responsible for proper operation of or have any liability for any delays or interruptions of or any damages caused by the Approved Provider. The City is using the Approved Provider as a communications mechanism and not as the City's agent to conduct electronic bidding for the Series 2001 Bonds. The City is not bound by any advice and determination of the Approved Provider to the effect that any particular bid complies with the terms of this Official Notice Inviting Bids. All costs and expenses incurred by prospective bidders in connection with their submission of bids through the Approved Provider are the sole responsibility of the bidders and the City is not responsible for any such costs or expenses. Further information about the Approved Provider, including any fee charged, may be obtained from Dalcomp/Parity, 395 Hudson Street, 3<sup>rd</sup> Floor, New York, N.Y. 10014 (Jennifer Emery, 212-806-8304). The City assumes no responsibility or liability for bids submitted through the Approved Provider.

### Interest Rates

Bidders must bid to purchase all and not part of the Series 2001 Bonds. Bidders must specify a rate of interest for each maturity of the Series 2001 Bonds. The rates of interest must be expressed in multiples of one-eighth ( $\frac{1}{8}$ ) or one-twentieth ( $\frac{1}{20}$ ) of one percent (1%), and no interest rate may exceed 12% per annum. Each Bond must bear interest at the rate specified by the bidder in the Official Bid Form from its date to its maturity date. All Series 2001 Bonds of the same maturity must bear the same rate of interest. The maximum differential between the highest and lowest interest rates specified in any bid for the Series 2001 Bonds shall not exceed three percent (3%) per annum.

## **Principal**

The Series 2001 Bonds will mature or be subject to mandatory sinking fund redemption on March 1 in each of the years 2002 to 2021, inclusive. Each bid must specify whether the principal amount of Series 2001 Bonds maturing on a particular date will be a payment at maturity of serial Series 2001 Bonds or a mandatory sinking fund installment of term Series 2001 Bonds, but it cannot be both. The mandatory sinking fund installments of each term Series 2001 Bond shall be on one or more consecutive annual payment dates immediately preceding the maturity date of such term Series 2001 Bond, provided that no such term Series 2001 Bond maturing on or after March 1, [2012] may have sinking fund payments prior to such date. The same interest rate specified for a term Series 2001 Bond must also be specified for all mandatory sinking fund installments of such term Series 2001 Bond.

In lieu of making a mandatory sinking fund payment for a term Series 2001 Bonds, the City shall have the option to tender to the Trustee for cancellation any amount of such Series 2001 Bonds purchased by the City, which Series 2001 Bonds may be purchased by the City at public or private sale as and when and at such prices as the City may in its discretion determine, and may be purchased from amounts on deposit in the Bond Fund that would otherwise be available to make such mandatory sinking fund payment. The par amount of any such Series 2001 Bonds so purchased by the City and tendered to the Trustee in any twelve-month period ending on July 1 in any calendar year shall be credited towards and shall be made for such Series 2001 Bonds in the order in which they are required to be made pursuant to the Indenture.

## **Adjustment of Principal Amounts and Amortization Amounts**

The principal amounts set forth in this Official Notice Inviting Bids and in the Official Bid Form reflect certain estimates of the City and the City's Co-Financial Advisors with respect to the likely interest rates of the winning bid and the premium/discount contained in the winning bid. After selecting the winning bid, the amortization schedule may be adjusted as necessary in the determination of the City's Co-Financial Advisors in \$5,000 increments to reflect the actual interest rates and any premium/discount in the winning bid to create a more level annual debt service on the Series 2001 Bonds, and/or to accommodate certain other sizing requirements or preferences of the City. Such adjustments will not change the aggregate principal amount of the Series 2001 Bonds to be issued from the amount set forth in this Official Notice Inviting Bids and the Official Bid Form by more than 10%. The dollar amount bid for the Series 2001 Bonds by the winning bidder will be adjusted, if applicable, to reflect any such adjustment in the amortization schedule.

The adjusted bid price will reflect changes in the dollar amount of underwriters' discount and original issue premium/discount, if any, but will not change the per bond underwriters' discount (net of insurance premium, if any) provided in the winning bid. Any such adjustments will be communicated to the winning bidder within 27 hours after the opening of the bids. A successful bidder may not withdraw its bid as a result of any adjustments made within the foregoing limits.

## **Insurance**

The successful bidder may purchase municipal bond insurance, if available, for some or all of the Series 2001 Bonds. However, the delivery of the Series 2001 Bonds shall not be conditioned upon the issuance of any such insurance. The City makes no representation as to whether the Series 2001 Bonds qualify for insurance. Payment of any insurance premium and satisfaction of any conditions to the issuance of a municipal bond insurance policy, including payment for any legal opinion to be delivered to any insurer, shall be the sole responsibility of the bidder.

In particular, the City, at their option, may not enter into any additional agreements with respect to the provision of any such insurance. FAILURE OF THE INSURANCE PROVIDER TO ISSUE ITS POLICY SHALL NOT JUSTIFY FAILURE OR REFUSAL BY THE SUCCESSFUL BIDDER TO ACCEPT DELIVERY OF, OR PAY FOR, THE SERIES 2001 BONDS. Each successful bidder must provide the City with the municipal bond insurance commitment, if any, including the amount of the policy premium, as well as information with respect to the municipal bond insurance policy and insurance provider for the inclusion in the final Official Statement within two business days following the award of the bid by the City. The successful bidder will be required, prior to the delivery of the Series 2001 Bonds, to furnish to the City a certificate acceptable to Co-Bond Counsel and Special Tax Counsel with appropriation certifications regarding the present value of the premium paid and the cost of the insurance policy.

## **Award, Delivery and Payment**

If satisfactory bids are received, the Series 2001 Bonds will be awarded to the highest responsible bidder not later than 27 hours after the time established for the receipt of bids. The highest bidder shall be the bidder submitting the best price for the Series 2001 Bonds, which best price shall be that resulting in the lowest true interest cost. The true interest cost shall be computed by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from their respective payment dates to the date of the Series 2001 Bonds and to the price bid, not including accrued interest. For the purpose of calculating the true interest cost, the principal amount of bonds scheduled for mandatory sinking fund redemption as part of a term bond shall be treated as a serial maturity in each year. If two or more bidders have bid the same true interest cost, the award shall be made by lot.

The purchaser shall pay accrued interest (computed on the basis of a 360-day year of twelve 30-day months) on the Series 2001 Bonds from and including the dated date of the Bonds to, but not including, the date of delivery.

Delivery of the Series 2001 Bonds is expected to occur on or about April 10, 2001. Series 2001 Bonds will be delivered in New York, New York for deposit with DTC. The successful bidder shall pay for the Series 2001 Bonds on the date of delivery in immediately available federal funds. Any expenses of providing federal funds shall be borne by the purchaser. Payment on the delivery date shall be made in amount equal to the price bid for the Series 2001 Bonds plus accrued interest from the dated date less the amount of the good-faith deposit.

## **Bid Check**

Each bidder must provide with its bid a certified or cashier's check payable in same day or next day funds drawn on a responsible bank having an office in Los Angeles, California equal to 10% of the aggregate amount of Series 2001 Bonds shown in the Official Bid Form ("Bid Check Amount") payable to the order of "The City of Los Angeles", or a financial surety bond ("Surety Bond") in the amount of the Bid Check Amount issued by an insurance company rated AAA by Standard & Poor's and licensed to issue such a bond in the State of California, naming the City as the beneficiary and identifying the bidder whose deposit is guaranteed by the Surety Bond. If the successful bidder has provided a Surety Bond, such bidder shall wire transfer to the City the amount of the Bid Check Amount in immediately available federal funds not later than 3:00 p.m., New York Time, on the business day next succeeding the day of acceptance of the proposal which amount shall be deposited in an escrow fund or account or a similar fund and applied to the purchase price of the Series 2001 Bonds. In the event the City has not received such federal funds wire transfer by the time stated, the City may draw upon the Surety Bond to satisfy the successful bidder's deposit requirements. The check accompanying any accepted proposal shall be cashed and deposited in a fund held by the City and applied to the purchase price of the Series 2001 Bonds at the time of delivery of the Series 2001 Bonds. If after the award of the Series 2001 Bonds the successful bidder fails to complete the purchase on the terms stated in its proposal, unless such failure of performance shall be caused by any act or omission of the City, any amount received from such bidder by the City, whether by paid check or pursuant to a Surety Bond, shall be retained by the City as stipulated liquidated damages. Any check accompanying an unaccepted proposal will be returned promptly. No interest will be paid upon the deposit made by any bidder.

## **List of Members of Account**

Bidders are requested to list on the Official Bid Form the names of the members of the account on whose behalf the bid is made. The apparent winning bidder will be required to verify such list or to provide an updated list by facsimile prior to award of the Series 2001 Bonds.

## **Reoffering Price**

The successful bidder will, within one hour after being notified of the award of the Series 2001 Bonds, advise the City and the Co-Financial Advisors of the initial public offering prices of the Series 2001 Bonds. The successful bidder will also be required, prior to delivery of the Series 2001 Bonds, to furnish to the City a certificate acceptable to Co-Bond Counsel and Special Tax Counsel stating the amount of the initial offering price to the public (excluding bond houses and brokers) at which a substantial portion (at least 10%) of the Bonds of each maturity were sold and that there was a bona fide public offering made of each maturity, and substantially to the effect that amounts in a bona fide debt service fund for the Series 2001 Bonds not spent within 13 months were reasonably required and a material factor



in selling the Series 2001 Bonds at the lowest possible yield, and such amounts are reasonable and customary in marketing similar obligations.

### **Equal Opportunity**

IT IS THE POLICY OF THE CITY OF LOS ANGELES TO PROVIDE MINORITY BUSINESS ENTERPRISES ("MBEs"), WOMEN BUSINESS ENTERPRISES ("WBEs") AND ALL OTHER BUSINESS ENTERPRISES AN EQUAL OPPORTUNITY TO PARTICIPATE IN THE PERFORMANCE OF ALL CITY CONTRACTS. BIDDERS ARE REQUESTED TO ASSIST THE CITY IN IMPLEMENTING THIS POLICY BY TAKING ALL REASONABLE STEPS TO ENSURE THAT ALL BUSINESS ENTERPRISES, INCLUDING MBEs AND WBEs, HAVE AN EQUAL OPPORTUNITY TO PARTICIPATE IN CITY CONTRACTS.

### **Official Statement**

The Preliminary Official Statement for the Series 2001 Bonds dated March 16, 2001 is in a form deemed final by the City within the meaning of the SEC Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934 (the "Rule") although subject to revision, amendment and completion on conformity with such Rule. The Preliminary Official Statement is available on the Internet at [www.thomsonprospectus.com](http://www.thomsonprospectus.com). Bidders will be required to confirm their consent to delivery of the Preliminary Official Statement in electronic form and their review of a complete copy of the Preliminary Official Statement, as a condition to the acceptance of their bid by the City. The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. To obtain printed copies of the Preliminary Official Statement please see "Additional Information" below.

The City will provide the successful bidder with such reasonable number of printed copies of the final Official Statement as such bidder may request no later than seven business days after the day the sale of the Series 2001 Bonds is awarded. Up to 200 copies of the final Official Statement will be furnished without cost to one location selected by the successful bidder. Further copies, if desired, will be made available at the successful bidder's expense.

The City undertakes that for a period of (a) twenty-five (25) days following the end of the "underwriting period" as defined in the "Rule" or (b) ninety days after the date of the delivery of the Series 2001 Bonds, it will (i) apprise the successful bidder of all material developments, if any, occurring with respect to the City after delivery of the Bonds and (ii) if requested by the successful bidder, prepare a supplement to the final Official Statement with respect to any material event. The City will presume, unless notified in writing by the successful bidder, that the end of the underwriting period will occur on the date of the delivery of the Series 2001 Bonds. By making a bid on the Series 2001 Bonds, the successful bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the City, with a Nationally Recognized Municipal Security Information Repository (as contemplated by the Rule) and (ii) to take any and all other actions necessary to comply with the applicable rules of the Securities and Exchange Commission and rules governing the offering, sale and delivery of the Series 2001 Bonds to all purchasers, including the requirements of delivery of the final Official Statement.

### **Right to Reject Bids; Waive Irregularities**

The City reserves the right to reject any and all bids and to the extent permitted by law to waive any irregularity or informality in any bid.

### **CUSIP Numbers**

It is anticipated that CUSIP numbers will be printed on the Series 2001 Bonds, but the City will assume no obligation for the assignment or printing of such numbers on the Series 2001 Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any Series 2001 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of and make payment for the Series 2001 Bonds. The cost for the assignment of CUSIP numbers to the Series 2001 Bonds will be the responsibility of the successful bidder.

## **California Debt and Investment Advisory Commission**

The successful bidder will be required to pay any fees due to the California Debt and Investment Advisory Commission ("CDIAC") under California law. CDIAC will invoice the successful bidder after the delivery of the Series 2001 Bonds.

### **Legal Opinions**

The City will furnish to the successful bidder at the closing of the Series 2001 Bonds, the legal opinion of Co-Bond Counsel, Orrick Herrington & Sutcliffe LLP and The Law Offices of Marilyn L. Garcia, that based upon an analysis of existing laws, regulations, ruling and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Series 2001 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes; and interest on the Series 2001 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although such counsel may observe that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Co-Bond Counsel will express no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2001 Bonds.

### **Change in Tax Exempt Status**

At any time before the Series 2001 Bonds are tendered for delivery, the successful bidder may disaffirm and withdraw its proposal if the interest received by private holders of obligations of the same type and character of the Series 2001 Bonds (as determined by Co-Bond Counsel) shall be declared to be includable in gross income under present federal income tax laws, either by a ruling of the Internal Revenue Service or by a decision of any federal court, or shall be declared taxable by the terms of any federal income tax law enacted subsequent to the date of this Official Notice Inviting Bids.

### **Closing Documents**

The City will furnish to the successful bidder at the closing of the Series 2001 Bonds: (i) a no-litigation certificate certifying that as of and at the time of delivery of the Series 2001 Bonds, there is no litigation or administrative proceeding pending or threatened concerning the validity of Series 2001 Bonds, the corporate existence of the City or the title of the officers legally responsible for the authorization, execution and delivery of the Series 2001 Bonds to their respective offices; (ii) a certificate of authorized officials of the City to the effect that, to the best knowledge, information and belief of such officials, the Preliminary Official Statement did not on the date of sale, and the final Official Statement does not on the date of delivery: (a) contain any untrue statement of a material fact; or (b) omit to state a material fact necessary in order to make the statements therein contained, in light of the circumstances under which they were made, not misleading; (iii) a certificate of the City stating that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of such Series 2001 Bonds will be used in a manner that would cause the Series 2001 Bonds to be arbitrage bonds; and (iv) a receipt of the Treasurer of the City (or his designee) showing that the purchase price of such Series 2001 Bonds, including interest accrued to the date of delivery thereof, has been received by the City.

### **Continuing Disclosure**

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the Indenture and a Continuing Disclosure Certificate, to provide certain annual financial information, and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will be set forth in the final Official Statement.

**Additional Information**

Copies of the Indenture, when available, this Official Notice Inviting Bids and the Official Bid Form, and the Preliminary Official Statement will be furnished to any potential bidder upon request made to the City's Co-Financial Advisors at: Public Resources Advisory Group, 11845 W. Olympic Blvd., Suite 640, Los Angeles, California 90064, (310) 477-8487; or Municipal Capital Management, Inc. 11331 Denair Street, Los Angeles, California 90049, (310) 440-0466.

**Right to Modify or Amend**

The City reserves the right to modify or amend this Official Notice Inviting Bids and the Official Bid Form including, but not limited to, the right to adjust and change the principal amount of the Bonds being offered; however, such notifications or amendments shall be made not later than Monday, March 26, 2001, by 3:00 p.m., New York Time and communicated through Thompson Municipal News and by facsimile transmission to any qualified bidder timely requesting such notice.

**Bid Extension or Postponement**

The City reserves the right to extend or postpone, from time to time, the date or time established for the receipt of bids. Any such extension or postponement will be announced via Thompson Municipal News. On any such alternative date or time for receipt of bids, any bidder may submit a mailed, hand delivered or electronic bid for the purchase of the Series 2001 Bonds in conformity in all respects with the provisions of this Official Notice Inviting Bids except for the date of sale and except for the changes announced by Thompson Municipal News at the time the sale date and time are announced.

Dated: March 16, 2001

**THE CITY OF LOS ANGELES**

By: //s// RICHARD R. HART  
Assistant Director,  
Office of Administrative and Research Services

**OFFICIAL BID FORM**

**\$13,035,000\***  
**City of Los Angeles**  
**Landscaping and Lighting District 96-1**  
**Assessment Bonds, Series 2001**

March 27, 2001

The City of Los Angeles  
 Office of Administrative and Research Services  
 Room 1500, City Hall East  
 200 North Main Street  
 Los Angeles, California 90012  
 Attn: Mario Vasquez

Ladies and Gentlemen:

We hereby offer to purchase all of the \$13,035,000\* aggregate principal amount of the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Series 2001 Bonds"), more particularly described in your Official Notice Inviting Bids dated March 16, 2001, which is incorporated herein by reference, and made a part hereof, at a purchase price of \$\_\_\_\_\_ (which purchase price is not less than 100% of the aggregate principal amount of the Series 2001 Bonds) plus accrued interest on the Series 2001 Bonds from March 1, 2001 to the date of delivery. This offer is for Series 2001 Bonds bearing interest at the rates and in the form of serial bonds or term bonds with mandatory sinking fund redemptions as follows:

<u>Maturity March 1</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Serial Maturity**</u>	<u>Sinking Account Payment**</u>
2002	\$425,000	%	_____	_____
2003	445,000	%	_____	_____
2004	465,000	%	_____	_____
2005	480,000	%	_____	_____
2006	505,000	%	_____	_____
2007	525,000	%	_____	_____
2008	545,000	%	_____	_____
2009	570,000	%	_____	_____
2010	595,000	%	_____	_____
2011	615,000	%	_____	_____
2012	645,000	%	_____	_____
2013	670,000	%	_____	_____
2014	700,000	%	_____	_____
2015	730,000	%	_____	_____
2016	760,000	%	_____	_____
2017	795,000	%	_____	_____
2018	830,000	%	_____	_____
2019	870,000	%	_____	_____
2020	910,000	%	_____	_____
2021	955,000	%	_____	_____

\* Preliminary, subject to change.

\*\* For each year, bidders should check either the "Serial Maturity" column or the "Sinking Account Payment" column. In addition, the nominal maturity of any term should be indicated by circling the appropriate check mark(s) in the "Sinking Account Payment" column.

Of the principal maturities set forth in the table above, for those years, if any, which have been combined into

a term bond or term bonds, the principal amounts shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year.

The bid is subject to acceptance not later than 27 hours after the expiration of the time established for the final receipt of bids.

Our calculation of the true interest cost, which is considered to be informative only and not a part of the bid, is \_\_\_\_\_%.

(CHECK ONE OF THE FOLLOWING TWO PARAGRAPHS)

[ ] There is enclosed herewith a certified check or cashier's check for [\$1,303,500] drawn on a responsible bank having an office in the City of Los Angeles (the "City") payable in same day or next day funds to the order of The City of Los Angeles.

[ ] A surety bond has been provided to the City in the amount of [\$1,303,500] issued by an insurance company rated AAA by Standard & Poor's and licensed to issue such a bond in the State of California, naming the City as beneficiary and identifying the bidder whose deposit is guaranteed by the surety bond.

We have noted that payment of the purchase price is to be made in immediately available Federal Reserve Funds at the time of delivery of the Series 2001 Bonds. If we are the successful bidder, we will (1) within one hour after being notified of the award of the Series 2001 Bonds, advise the City of the initial public offering prices of the Series 2001 Bonds and (2) prior to delivery of the Series 2001 Bonds furnish a certificate, acceptable to Co-Bond Counsel, as to the "issue price" of the Series 2001 Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

We represent that we have full and complete authority to submit this bid on behalf of our bidding syndicate and the undersigned will serve as the lead manager for the group if the Series 2001 Bonds are awarded pursuant to this bid. I certify (or declare) under penalty of perjury under the laws of the State of California that this proposal is genuine, and not a sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

Respectfully Submitted,

Address for Return of Unsuccessful Bid Check:

Account Manager:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Following (or attached) is a list of the members of our account on whose behalf this bid is made.\*

\_\_\_\_\_  
\_\_\_\_\_

\* Please indicate which members of the account are, to your knowledge, Minority Business Enterprises ("MBEs") and/or Women Business Enterprises ("WBEs") and their percentage participation in the account. As stated in the Official Notice Inviting Bids, the City requests your assistance in implementing the City's policy of providing all business enterprises, including MBEs and WBEs, an opportunity to participate in the performance of City contracts.

[Letterhead of Potential Bidder]

City of Los Angeles  
Office of Administrative and Research Services  
City Hall East, Room 1500  
200 North Main Street,  
Los Angeles, CA 90012  
Facsimile: (213) 847-2203  
Attn: Mario Vasquez

Authorization to Accept Electronic Bid  
(for the Series 2001 Bonds described herein)

Ladies and Gentlemen:

We, the undersigned, \_\_\_\_\_,  
(name of firm)

are considering submission of a bid on behalf of ourselves and others for the City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Series 2001 Bonds") through the use of the electronic bidding service provider.

We have received and reviewed the Official Notice Inviting Bids dated March 16, 2001 for the Series 2001 Bonds (the "Official Notice Inviting Bids") and the Official Bid Form related thereto. We consent to the delivery of the Preliminary Official Statement to us in electronic form. We acknowledge that we have received and reviewed the Preliminary Official Statement in either electronic or paper format, which describes the Series 2001 Bonds and provides certain information on the City of Los Angeles (the "City").

We understand that the City has authorized the use of Dalcomp/Parity for the submission of electronic bids. This firm shall be hereinafter referred to as the "Approved Provider".

In the event that the City timely receives an electronic bid for the Series 2001 Bonds in our name from Dalcomp/Parity, the Approved Provider, we agree that:

1. The City may regard the electronic submission of said bid through the Approved Provider (including information about the purchase price for the Series 2001 Bonds and interest rate or rates to be borne by the various maturities of the Series 2001 Bonds and any other information included in such transmission) as though the same information were submitted by us on the Official Bid Form provided by the City and executed on our behalf by a duly authorized signatory. If such bid is accepted by the City, the terms of this letter, the Official Notice Inviting Bids, the Official Bid Form and the information that is electronically transmitted through the Approved Provider shall form a contract and we shall be bound by the terms of such contract.
2. The City Charter requires an affidavit, and the Official Bid Form contains, a certification/declaration under penalty of perjury, that the bid is genuine, not a sham or collusive, nor made in the interest of or on behalf of any person not named in the bid and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder. The electronic submission shall be deemed my certification/declaration under penalty of perjury that the above statement is true and correct and shall be deemed to be included in the bid.
3. In the event of any conflict between the information represented by the Approved Provider and the

terms set forth in the Official Notice Inviting Bids and the Official Bid Form, the terms set forth in the Official Notice Inviting Bids and the Official Bid Form shall control.

4. We understand that the Approved Provider is not an agent of the City and the City shall have no liability whatsoever based on our use of the Approved Provider, including but not limited to any failure by the Approved Provider to correctly or timely transmit information that we provide.
5. We understand that we must deliver a duly executed copy of this letter to the City at the Office of Administrative and Research Services, City Hall East, Room 1500, 200 North Main Street, Los Angeles, CA 90012, Attn: Mario Vasquez prior to the date and time noticed for the receipt of bids on the Bonds.

You may rely upon this letter, which has been executed on our behalf by an authorized signatory as of the date set forth below.

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

Respectfully submitted,

\_\_\_\_\_  
(Name of firm)

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

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

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

**RATINGS:**  
**Standard & Poor's:**  
**Moody's:**  
**Fitch:**  
 See "Ratings" herein.

*In the opinion of Co-Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Series 2001 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Co-Bond Counsel, interest on the Series 2001 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Co-Bond Counsel observe that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Co-Bond Counsel express no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2001 Bonds. See "TAX MATTERS" herein.*

**\$13,035,000\***  
**City of Los Angeles**  
**Landscaping and Lighting District 96-1**  
**Assessment Bonds, Series 2001**

**Dated Date: March 1, 2001**

**Due: March 1, as shown on the inside cover page**

**This cover page contains information for quick reference only. It is not a summary of this issue. Potential purchasers must read the entire Official Statement to obtain information essential to making an informed investment decision.**

The Series 2001 Bonds will be delivered in denominations of \$5,000 or any integral multiple thereof. Interest on the Series 2001 Bonds is payable on March 1 and September 1 of each year, commencing September 1, 2001.

The Series 2001 Bonds will be delivered in fully registered form only, and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2001 Bonds. Purchasers will not receive certificates representing their interests in the Series 2001 Bonds. Individual purchases will be in the principal amount of \$5,000 or integral multiples thereof. Ownership interests in the Series 2001 Bonds may be purchased in book-entry form only. Principal of, premium, if any, and interest on the Series 2001 Bonds will be paid by U.S. Trust Company, National Association, as trustee (the "Trustee"), to DTC or its nominee, which will in turn remit such payment to Direct Participants and Indirect Participants of DTC for subsequent disbursement to the beneficial owners of interests in the Series 2001 Bonds. See APPENDIX G - "BOOK-ENTRY ONLY SYSTEM."

**The Bonds are subject to optional and mandatory sinking fund redemption as described herein.**

The Series 2001 Bonds are being issued by the City of Los Angeles (the "City") pursuant to Article 6.2 of Chapter 1 of Division 11 of the Los Angeles Administrative Code (the "Act"), an Indenture, dated as of March 1, 2000 (the "Original Indenture"), by and between the City and the Trustee, as supplemented by a First Supplemental Indenture, dated as of April 1, 2001 (the "First Supplemental Indenture,"), by and between the City and the Trustee (as so supplemented, the "Indenture"). The Series 2001 Bonds are being issued to provide funds to finance the acquisition and construction of certain of the park, recreation and community facilities and improvements (the "Bond Financed Improvements (Series 2001)") described in Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment (the "Assessment Ordinance") adopted by the voters of the City on November 5, 1996. The Series 2001 Bonds will be issued on a parity with \$14,355,000 initial aggregate principal amount of City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2000 (the "Series 2000 Bonds") issued on March 29, 2000, pursuant to the Original Indenture. The City will levy annual assessments (the "Assessments") as described in the Assessment Ordinance on the approximately 760,000 parcels within the boundaries of the City of Los Angeles Landscaping and Lighting District 96-1 (the "District"), which boundaries are coterminous with the boundaries of the City, in an amount sufficient to provide for the debt service payments on the Series 2000 Bonds and the Series 2001 Bonds. See "PLAN OF FINANCING" and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2001 BONDS."

THE SERIES 2001 BONDS ARE SPECIAL, LIMITED OBLIGATIONS PAYABLE SOLELY FROM PLEDGED ASSESSMENT REVENUE (DEFINED HEREIN) AND THE OTHER ASSETS PLEDGED TO SECURE PAYMENT THEREOF UNDER THE INDENTURE. THE SERIES 2001 BONDS SHALL NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND SHALL NOT CONSTITUTE OBLIGATIONS FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY SHALL LEVY OR PLEDGE ANY FORM OF TAXATION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2001 BONDS.

**Maturities, Principal Amounts, Interest Rates and Prices or Yields**  
 (see inside cover page)

The Series 2001 Bonds are offered when, as, and if issued, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, and The Law Offices of Marilyn L. Garcia, Los Angeles, California, Co-Bond Counsel, and certain other conditions. Certain legal matters in connection with the Series 2001 Bonds will be passed upon for the City by the City Attorney of the City of Los Angeles. It is expected that the Series 2001 Bonds in definitive form will be available for delivery through the DTC book-entry system on or about \_\_\_\_\_, 2001.



**MATURITY SCHEDULE\***  
(Base CUSIP No. \_\_\_\_\_)

Maturity Date (March 1)	Principal Amount	Interest Rate	Yield or Price	CUSIP	Maturity Date (March 1)	Principal Amount	Interest Rate	Yield or Price	CUSIP
2002	\$425,000				2012	\$645,000			
2003	445,000				2013	670,000			
2004	465,000				2014	700,000			
2005	480,000				2015	730,000			
2006	505,000				2016	760,000			
2007	525,000				2017	795,000			
2008	545,000				2018	830,000			
2009	570,000				2019	870,000			
2010	595,000				2020	910,000			
2011	615,000				2021	955,000			

*No broker, dealer, salesperson or other person has been authorized by the City to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the City. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2001 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.*

*This Official Statement is not to be construed as a contract with the purchasers of the Series 2001 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.*

*The information set forth in this Official Statement has been obtained from official sources and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. This Official Statement is submitted in connection with the sale of the Series 2001 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.*

*The summaries of and references to the Assessment Ordinance, the Indenture, the Continuing Disclosure Agreement, and to other legislative actions and documents referred to herein do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each such document and statute. This Official Statement including any amendment or supplement hereto is intended to be deposited with one or more depositories. Series 2001 Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption from the registration requirements contained in such Act.*

*This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "estimate," "project," "anticipate," "expect," "intend," "believe," and similar expressions are intended to identify forward-looking statements. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements.*

\*Preliminary, subject to change.

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**CITY OF LOS ANGELES**

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***Mayor***

Richard J. Riordan

***City Council***

Hal Bernson  
Laura Newman Chick  
John Ferraro  
Michael Feuer  
Ruth Galanter

Mike Hernandez  
Nate Holden  
Cindy Miscikowski  
Nick Pacheco  
Alex Padilla

Mark Ridley-Thomas  
Rudy Svorinich, Jr.  
Joel Wachs  
Rita Walters  
(1 vacancy)

***City Officials***

James K. Hahn, City Attorney  
Rick Tuttle, City Controller  
William T Fujioka, Director, Office of Administrative and Research Services  
Joya C. De Foor, City Treasurer  
J. Michael Carey, City Clerk

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**PROFESSIONAL SERVICES**

***Co-Bond Counsel***

Orrick Herrington & Sutcliffe LLP  
*Los Angeles, California*

The Law Offices of Marilyn L. Garcia  
*Los Angeles, California*

***Co-Financial Advisors***

Public Resources Advisory Group  
*Los Angeles, California*

Municipal Capital Management, Inc.  
*Los Angeles, California*

***Trustee***

U.S. Trust Company, National Association  
*Los Angeles, California*

**\$13,035,000\***  
**City of Los Angeles**  
**Landscaping and Lighting District 96-1**  
**Assessment Bonds, Series 2001**

**INTRODUCTION**

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2001 Bonds to potential investors is made only by means of the entire Official Statement.*

This Official Statement, including the cover page, the inside cover page and attached Appendices (the "Official Statement"), provides certain information concerning the issuance and sale by the City of Los Angeles (the "City") of its Landscaping and Lighting District 96-1 Assessment Bonds, Series 2001 (the "Series 2001 Bonds") in the aggregate principal amount of \$13,035,000.\* The Series 2001 Bonds will be issued and delivered pursuant to Article 6.2 of Chapter 1 of Division 11 of the Los Angeles Administrative Code (the "Act"), an Indenture, dated as of March 1, 2000 (the "Original Indenture"), by and between the City and U.S. Trust Company, National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Indenture, dated as of April 1, 2001 (the "First Supplemental Indenture"), by and between the City and the Trustee (as so supplemented, the "Indenture"), to provide funds to finance the acquisition and construction of certain park, recreation and community facilities and improvements or portions thereof (the "Bond Financed Improvements (Series 2001)") located within the City of Los Angeles Landscaping and Lighting District 96-1 (the "District"). The Series 2001 Bonds will be issued on a parity with \$14,355,000 initial aggregate principal amount of City of Los Angeles Landscaping and Lighting District 96-1 Assessment Bonds, Series 2000 Bonds (the "Series 2000 Bonds") that were issued on March 29, 2000, pursuant to the Original Indenture. The District's boundaries are coterminous with the boundaries of the City. See "PLAN OF FINANCING" and "DESCRIPTION OF THE BOND FINANCED IMPROVEMENTS (SERIES 2001)."

The Series 2000 Bonds, the Series 2001 Bonds and any additional bonds which may be issued under the Indenture are collectively referred to herein as the "Bonds." All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - Definitions."

***The Assessment Ordinance.*** In order to fund certain park, recreation and community facilities in the City, at the general election held on November 5, 1996, 50.19% of City electors approved Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment (the "Assessment Ordinance"). The Assessment Ordinance provides that for the 30 years during which the assessments as described in the Assessment Ordinance (the "Assessments") are levied and collected: (a) 82% of the Assessments shall be used for acquisitions and capital improvements as set forth in the Assessment Ordinance (the "Projects"), inflationary increases in Project costs over 30 years and debt service, if bonds, notes or other evidences of indebtedness are issued; (b) 3% of the Assessments shall be used for incidental costs, including administrative costs of the City ("Administrative Costs"); and (c) 15% of the Assessments shall be used for maintenance of completed Projects.

The Assessment Ordinance permits the City to levy aggregate Assessments of \$25 million each year. The Assessments are collected annually by the County of Los Angeles (the "County") along with general property taxes on the secured property tax bills of properties within the City. See "THE DISTRICT AND THE PROPOSITION K PROGRAM - Legal Remedies and Enforceability." The rate and method of apportionment of the Assessments was established in an Initial Engineer's Report (defined hereinafter); actual amounts of Assessments are allocated to individual parcels each year pursuant to an Annual Engineer's Report (defined hereinafter). The City began levying the Assessments in its Fiscal Year 1997-98 and will do so each year through its Fiscal Year 2026-27. See "PLAN OF FINANCING - The Proposition K Program" and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2001 BONDS - Assessment Rate; Engineer's Reports."

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\*Preliminary, subject to change.

**Sources of Payment for the Series 2001 Bonds.** The Series 2001 Bonds are payable solely from the Pledged Assessment Revenue (defined below) and the other assets pledged to secure the payment thereof under the Indenture. Under and subject to the provisions of the Indenture, the Assessments described in clause (a) of the Assessment Ordinance (the "Pledged Assessments") and any interest, penalties, costs, fees and other charges received with respect to any delinquent Assessments, through foreclosure proceedings or otherwise (which, together with the Pledged Assessments shall be referred to herein as the "Pledged Assessment Revenue") and any other amounts (including proceeds of the sale of the Bonds) held in the Bond Fund, the Redemption Fund, the Improvement Fund, the Projects Fund and the Bond Payment Account are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

**The Series 2001 Bonds.** The Series 2001 Bonds will be issued in the principal amounts, and will mature on the dates, and interest thereon will be payable on each March 1 and September 1, commencing September 1, 2001, at the respective rates *per annum*, all as set forth on the inside cover page of this Official Statement. The Series 2001 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof. The Series 2001 Bonds are subject to optional and mandatory sinking funds redemption. See "DESCRIPTION OF THE SERIES 2001 BONDS - Redemption."

**Additional Bonds.** Additional Bonds ("Additional Bonds") may be issued pursuant to the Indenture by the City so long as, among other things, upon issuance of such Additional Bonds, (i) the amount of Pledged Assessments fixed and certified for the Fiscal Year in which such Additional Bonds are issued, is no less than 200% of Maximum Annual Debt Service, calculated for all Bonds to be Outstanding after giving effect to the issuance of such Additional Bonds, and (ii) the City will be in compliance with certain expenditure limitations for Projects set forth in the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2001 BONDS - Additional Bonds" and APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - Issuance of Bonds; Application of Proceeds - Additional Bonds." The City plans to issue Additional Bonds. See "PLAN OF FINANCING-The Proposition K Program."

**Book-Entry Only.** The Series 2001 Bonds will be delivered in fully registered form only and, when issued and delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the depository of the Bonds and all payments due on the Series 2001 Bonds will be made by the Trustee, to DTC or its nominee. Purchasers will not receive certificates representing their interests in the Series 2001 Bonds. Individual purchases will be in the principal amount of \$5,000 and integral amounts thereof. Ownership interests in the Series 2001 Bonds may be purchased in book-entry form only. See APPENDIX G - "BOOK-ENTRY ONLY SYSTEM."

**Limited Liability.** THE SERIES 2001 BONDS ARE SPECIAL, LIMITED OBLIGATIONS PAYABLE SOLELY FROM PLEDGED ASSESSMENT REVENUE AND THE OTHER ASSETS PLEDGED TO SECURE PAYMENT THEREOF UNDER THE INDENTURE. THE SERIES 2001 BONDS SHALL NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND SHALL NOT CONSTITUTE OBLIGATIONS FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY SHALL LEVY OR PLEDGE ANY FORM OF TAXATION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2001 BONDS.

**Bond Owners' Risks.** Prospective investors should review this Official Statement and the Appendices hereto in their entirety and should consider certain risk factors associated with the purchase of the Series 2001 Bonds, which have been summarized in the section herein entitled "BOND OWNERS' RISKS."

## PLAN OF FINANCING

### The Proposition K Program

The Assessment Ordinance provides that the Assessments will be levied in accordance with the Landscaping and Lighting Act of 1972, California Streets and Highways Code, Sections 22500 *et seq.* (the "Landscaping and Lighting Act of 1972"), the Assessment Ordinance, the Initial Engineer's Report and the applicable Annual Engineer's Report up to a maximum amount of \$25 million each year from Fiscal Year 1997-98 through the Fiscal Year 2026-27. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2001 BONDS - Assessment Rate; Engineer's Reports" and APPENDIX C - "THE ENGINEER'S REPORTS." The Assessment Ordinance describes the Projects that can be funded by Assessments and the amount of Assessment funds that can be allocated to each of the Projects. Based on the allocation of Assessment revenue set forth in the Assessment Ordinance (see "INTRODUCTION - The Assessment Ordinance"), over the 30-year period that the Assessments are collected the City plans to allocate \$442.5 million (based on 1997/98 dollars) of Assessment funds for the Projects. The Projects consist of approximately 165 specific projects (the "specified projects") each for a specified dollar amount and with a total dollar value of \$298.85 million (based on 1997/98 dollars), and eight categories of projects (the "competitive grant projects") that can be funded on a competitive grant basis with the Assessments in an aggregate amount of \$143.65 million (based on 1997/98 dollars). The City plans to select actual competitive grant projects on a bi-annual basis concurrently with the adoption of the Annual Engineer's Report during annual assessment proceedings. Based on the allocation of Assessment revenue set forth in the Assessment Ordinance, and assuming Assessment revenue of \$750 million over the 30-year term of the Assessment Ordinance, the City plans to allocate \$112.5 million of the Assessment funds for Project maintenance and \$22.5 million of Assessment funds for Administrative Costs over the term of the Proposition K Program (defined below).

The City does not intend to, and pursuant to the Assessment Ordinance cannot, allocate to any specified project or any competitive grant project more Assessment funds than the dollar amounts specified in the Assessment Ordinance or the competitive grant award, respectively, except for an inflation adjustment. The City expects that any cost overruns for a Project will be borne by the sponsors of a particular Project.

The Series 2001 Bonds are being issued and delivered to assist the City in funding the acquisition and construction of the Bond Financed Improvements (Series 2001), which are approximately five of the Projects or portions of the Projects. See "DESCRIPTION OF THE BOND FINANCED IMPROVEMENTS (SERIES 2001)." The City anticipates that some of the Projects or portions of the Projects that are not funded from Bond proceeds (the "Cash Funded Improvements") will be funded from Assessments on a pay-as-you-go basis. The City anticipates that it will issue Additional Bonds to finance the Projects that are not funded from Series 2000 Bond proceeds, Series 2001 Bond proceeds or on a pay-as-you-go basis. The above-described plan of financing and expenditure will be referred to herein as the "Proposition K Program."

### Sources and Uses of Funds

#### Sources of Funds:

Matched Contributions

Principal Amount of Series 2001 Bonds

Original Issue Premium

Accrued Interest

Total Sources

#### Uses of Funds:

Deposit to the Improvement Account (2001)

Bond Match Fund (2001)

Underwriters' Discount

Accrued Interest

Costs of Issuance

Total Uses

## DESCRIPTION OF THE SERIES 2001 BONDS

### General

The Series 2001 Bonds will mature on the dates and in the principal amounts, and the interest thereon shall be computed at the rates, all as set forth on the inside cover page of this Official Statement. Ownership interests in the Series 2001 Bonds may be purchased in denominations of \$5,000 or any integral multiple thereof in book-entry form only. See APPENDIX G - "BOOK-ENTRY ONLY SYSTEM." Interest on the Series 2001 Bonds is payable on March 1 and September 1 of each year, commencing September 1, 2001 (the "Interest Payment Dates"), calculated on the basis of a 360-day year comprised of twelve 30-day months, until the maturity or earlier redemption thereof. Purchasers will not receive certificates representing their interests in the Series 2001 Bonds. Principal of and interest on the Series 2001 Bonds are payable by the Trustee to DTC, which is obligated in turn to remit such principal and interest to Direct Participants or Indirect Participants of DTC for subsequent disbursement to Beneficial Owners of the Series 2001 Bonds, as described below. See APPENDIX G - "BOOK-ENTRY ONLY SYSTEM."

### Redemption

**Optional Redemption.** The Series 2001 Bonds maturing on or after [March 1, 2012], will be subject to optional redemption, in whole or in part, on any Interest Payment Date on or after [March 1, 2011], from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2001 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
[March 1, 2011 and September 1, 2012	100%
March 1, 2012 and thereafter]	100%

The City will give the Trustee written notice of its intention to optionally redeem Series 2001 Bonds not less than 30 days prior to the applicable redemption date, unless such notice shall be waived by the Trustee.

**Mandatory Sinking Fund Redemption.** The Series 2001 Bonds maturing March 1, \_\_\_\_ will be subject to mandatory sinking fund redemption, in part, on March 1 in each year, commencing March 1, \_\_\_\_ at a Redemption Price equal to the principal amount of the Series 2001 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date <u>(March 1)</u>	Principal Amount to be <u>Redeemed</u>
(maturity)	

If some but not all of the Series 2001 Bonds maturing on March 1, \_\_\_\_ are optionally redeemed, the principal amount of Series 2001 Bonds maturing on March 1, \_\_\_\_ to be redeemed pursuant mandatory sinking fund redemption on any subsequent March 1 shall be reduced, by \$5000 or an integral multiple thereof, as designated by the City in a written certificate of the City filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of Series 2001 Bonds maturing on March 1, \_\_\_\_ optionally redeemed pursuant to the Indenture.

In lieu of making mandatory sinking fund payments, the City has the option to tender to the Trustee for cancellation any amount of Series 2001 Bonds maturing March 1, 20\_\_ purchased by the City, which Series 2001 Bonds maturing March 1, 20\_\_ may be purchased by the City at public or private sale as and when and at such prices as the City may in its discretion determine, and may be purchased by the Trustee, upon Written Request of the City, from amounts on deposit in the Bond Fund that would otherwise be available to make such mandatory sinking fund payments. The par

amount of any Series 2001 Bonds maturing March 1, 20\_\_ so purchased by the City and tendered to the Trustee, or so purchased by the Trustee, in any twelve-month period ending on March 1, in any calendar year shall be credited towards and shall reduce the principal amount of the mandatory sinking fund payments in the order in which they are required to be made pursuant to the Indenture.

### **Notice of Redemption**

The Trustee on behalf and at the expense of the City shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, to the Securities Depositories and to one or more Information Services, at least 15 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, the Bond numbers (except in the event of redemption of all of the Bonds of such maturity or maturities in whole) and the maturity or maturities of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

### **Selection of Bonds for Redemption**

Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds of a Series, among maturities of Bonds of such Series as directed in a Written Request of the City and (b) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

## **SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2001 BONDS**

### **Pledge of Assessments**

Subject only to the provisions in the Indenture permitting the application of the Assessments for the purposes and on the terms and conditions set forth in the Indenture, the City has pledged the Pledged Assessment Revenue and any other amounts (including proceeds of the sale of the Bonds) held in the Bond Fund, the Redemption Fund, the Improvement Fund, the Projects Fund and the Bond Payment Account (which Funds and Account are described below), to secure the payment of the principal of, premium, if any, and interest on the Bonds.

Assessments, including the Pledged Assessments, constitute fixed liens on the parcels assessed within the District and do not constitute personal indebtedness of the respective owners of such lots and parcels. Accordingly, in the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Assessment. The City has no obligation to institute judicial foreclosure proceedings in the event of a delinquency by any particular property owner in the payments of Assessments, but has covenanted to take all steps necessary to assure the timely collection of the Assessments, including without limitation, the enforcement of delinquent Assessments.

### **Flow of Funds**

**Assessment Fund.** Pursuant to the Assessment Ordinance, the City has established a separate fund in the City Treasury entitled the "Parks Assessment Fund" (the "Assessment Fund"). The City will direct the City Controller to deposit all Assessments and any interest, penalties, costs, fees and other charges received with respect thereto, through foreclosure proceedings or otherwise and received by the City, into the Assessment Fund. Immediately thereafter, the City will direct the City Controller to transfer to the Projects Fund all funds collected through interest or penalties on any



delinquent Assessments, and to transfer 82% of the remaining amounts to the Projects Fund, 15% of such remaining amounts to the Maintenance Fund and 3% of such remaining amounts to the Administration Fund.

**Projects Fund; Bond Payment Account.** Pursuant to the Indenture, the City has established and will maintain a separate fund in the City Treasury entitled the "Proposition K Projects Fund" (the "Projects Fund"). Within such fund, the City will maintain a separate account designated the "Proposition K Bond Payment Account" (the "Bond Payment Account"). On the Closing Date and on each Interest Payment Date, the City will withdraw from the Projects Fund and transfer to the Bond Payment Account, the Pledged Assessment Revenue in the amount, if any, necessary to cause the amount on deposit in the Bond Payment Account, together with any amounts on deposit in the Bond Fund or the Capitalized Interest Account of the Bond Fund (after the withdrawal from the Bond Fund on such Interest Payment Date of the principal of, if any, and interest on the Bonds then due and payable), to be equal to the principal and interest due on the Bonds on the next two Interest Payment Dates.

Upon compliance with the requirements set forth in the Indenture and under certain circumstances, the moneys in the Projects Fund may be used and withdrawn by the City from time to time to pay the costs of the Cash Funded Improvements budgeted by the Council for the City's fiscal year ("Fiscal Year"). The Indenture also permits the City to use moneys in the Projects Fund to pay the costs of maintenance of completed Projects budgeted by the Council for such Fiscal Year or to pay Administrative Costs budgeted by the Council for such Fiscal Year, under certain circumstances and upon compliance with the requirements set forth in the Indenture. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - The Indenture - Projects Fund."

**Maintenance Fund.** Pursuant to the Indenture, the City has established and will maintain a separate fund in the City Treasury entitled the "Proposition K Maintenance Fund" (the "Maintenance Fund"). Upon compliance with the requirements set forth in the Indenture and under certain circumstances the moneys in the Maintenance Fund may be used and withdrawn by the City from time to time to pay the costs of maintenance of completed Projects budgeted by the Council for such Fiscal Year. The Indenture also permits the City to use moneys in the Maintenance Fund to pay the costs of the Cash Funded Improvements budgeted by the Council for such Fiscal Year, or to pay Administrative Costs budgeted by the Council for such Fiscal Year under certain circumstances and upon compliance with the requirements set forth in the Indenture. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - The Indenture - Maintenance Fund."

**Administration Fund.** Pursuant to the Indenture, the City has established and will maintain a separate fund in the City Treasury entitled the "Proposition K Administration Fund" (the "Administration Fund"). Upon compliance with the requirements set forth in the Indenture and under certain circumstances the moneys in the Administration Fund may be used and withdrawn by the City from time to time to pay Administrative Costs, budgeted by the Council for such Fiscal Year. The Indenture also permits the City to use moneys in the Administration Fund to pay the costs of the Cash Funded Improvements budgeted by the Council for such Fiscal Year, or to pay the costs of maintenance of completed Projects budgeted by the Council for such Fiscal Year under certain circumstances and upon compliance with the requirements set forth in the Indenture. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - The Indenture - Administration Fund."

**Bond Fund; Deposit to Bond Fund; Payments from Bond Fund; Capitalized Interest Account.** Pursuant to the Indenture, the Trustee has established and will maintain a separate fund designated the "Bond Fund" which shall be held by the Trustee in trust. Within the Bond Fund the Trustee will establish and maintain a separate account designated the "Capitalized Interest Account."

No later than five Business Days immediately preceding each Interest Payment Date, the City will withdraw from the Bond Payment Account and transfer to the Trustee for deposit in the Bond Fund the Pledged Assessment Revenue in the amount, if any, necessary to cause the amount on deposit in the Bond Fund to be equal to the principal and interest due on the Bonds on the next two Interest Payment Dates. In the event that, on the date which is five Business Days prior to an Interest Payment Date, amounts in the Bond Fund are insufficient to pay the principal, if any, of and interest on the Bonds due and payable on such Interest Payment Date, including principal due and payable by reason of mandatory sinking fund redemption of such Bonds, the Trustee shall immediately notify the City as to whether or not the amount on deposit in the Bond Fund is sufficient to pay the principal of, if any, and interest due and payable on the Bonds on such Interest Payment Date.

On each Interest Payment Date, the Trustee shall withdraw from the Bond Fund for payment to the Owners of the Bonds the principal, if any, of and interest on the Bonds then due and payable, including principal due and payable, including principal due by reason of mandatory sinking fund redemption of such Bonds. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - Security For Bonds; Flow of Funds; Investments - Projects Fund;" " - Bond Payment Account" and " - The Bond Fund and Capitalized Interest Account."

***Limitations on Amounts Spent on Projects, Maintenance and Administrative Costs.*** The City has covenanted in the Indenture that so long as any Bonds are Outstanding, the City shall not spend nor budget to spend Assessments, interest or penalties on any delinquent Assessments or Related Investment Income on such Assessments or interest or penalties, on costs of Projects, costs of maintenance of completed Projects or Administrative Costs above certain specified amounts. The City has covenanted in the Indenture that the City shall not spend nor budget to spend Assessments on costs of a Project in an amount greater than the amount authorized pursuant to the Assessment Ordinance (the "Prop K Maximum"). The City has covenanted in the Indenture that the City shall not spend moneys in the Improvement Fund (and not an account within the Improvement Fund) on costs of a Bond Financed Improvement (Series 2000) in an amount greater than the Prop K Maximum for such Bond Financed Improvement (Series 2000). The City has also covenanted in the Indenture that the City shall not spend moneys in the Improvement Account (Series 2001) within the Improvement Fund on costs of a Bond Financed Improvement (Series 2001) in an amount greater than the Prop K Maximum for such Bond Financed Improvements (Series 2001). The City has covenanted in the Indenture that the City shall only spend interest or penalties on any delinquent Assessments, Related Investment Income on Assessments, or Related Investment Income on such interest or penalties for certain specified purposes. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - Covenants."

***Additional Funds and Accounts Under the Indenture.*** Pursuant to the Indenture, the Trustee and the City shall establish additional funds and accounts under the Indenture. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - Issuance of Bonds; Application of Proceeds" and " - Security for Bonds; Flow of Funds; Investments."

### **Additional Bonds**

The City may at any time issue one or more Series of Additional Bonds payable from Pledged Assessment Revenue and other assets pledged under the Indenture on a parity with all other Bonds theretofore issued under the Indenture, subject to compliance with certain conditions set forth in the Indenture, including the requirements that upon the issuance of such Additional Bonds, (i) the amount of Pledged Assessments fixed and certified in such Fiscal Year shall be no less than 200% of Maximum Annual Debt Service, calculated for all Bonds to be Outstanding after the issuance of such Additional Bonds, and (ii) the proceeds of such Additional Bonds to be spent on costs of Projects, together with the proceeds of all other Bonds previously spent or budgeted to be spent on costs of Projects and all Assessments previously spent or budgeted to be spent to date on costs of Projects, is not greater than: (a) \$615,000,000, plus (b) any interest or penalties on any delinquent Assessments received by the City, and less (c) the sum of (i) all amounts previously spent or budgeted to be spent to date for debt service on Bonds, and (ii) 115% of debt service on all Outstanding Bonds not previously paid or budgeted. Under the Indenture, any Additional Bonds that are issued will have principal payments of March 1 and interest payment dates of March 1 and September 1. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - Issuance of Bonds; Application of Proceeds - Additional Bonds."

### **Projected Debt Service Coverage**

Estimates of the Assessments available to pay debt service on the Bonds are based upon certain assumptions regarding the land use, the level of development and improvement valuations and percentage of Assessments collected. The City believes these assumptions to be reasonable, but to the extent the Assessments levied and collected are less than the City's assumptions, the total Assessments available to pay debt service on the Bonds, including the Series 2000 Bonds, may be less than those projected. Table 1 shows projected debt service on the Series 2001 Bonds. Table 2 illustrates the use of Assessments in accordance with the Assessment Ordinance and the annual coverage ratio of Assessments to debt service payments on the Bonds, consisting of the Series 2000 Bonds and the Series 2001 Bonds. Assessments levied and collected in a Fiscal Year are applied to pay debt service on the Bonds in the current and immediately following Fiscal Year. The City's Fiscal Year is currently each July 1 through the following June 30. The issuance of Additional Bonds will result in a reduction of the annual coverage ratio of Assessments to estimated debt service payments on the Series 2000 Bonds.

**Table 1**

**PROJECTED DEBT SERVICE ON SERIES 2001 BONDS\***

Payment Date	Principal	Interest	Total Principal and Interest	Total FY Debt Service
9/1/01	\$ 0	\$ 287,852.00	\$ 287,852.00	\$ 0
3/1/02	425,000.00	287,852.00	712,852.00	1,000,704.00
9/1/02		278,927.00	278,927.00	
3/1/03	445,000.00	278,927.00	723,927.00	1,002,854.00
9/1/03		269,582.00	269,582.00	
3/1/04	465,000.00	269,582.00	734,582.00	1,004,164.00
9/1/04		259,817.00	259,817.00	
3/1/05	480,000.00	259,817.00	739,817.00	999,634.00
9/1/05		249,737.00	249,737.00	
3/1/06	505,000.00	249,737.00	754,737.00	1,004,474.00
9/1/06		239,132.00	239,132.00	
3/1/07	525,000.00	239,132.00	764,132.00	1,003,264.00
9/1/07		228,107.00	228,107.00	
3/1/08	545,000.00	228,107.00	773,107.00	1,001,214.00
9/1/08		216,692.00	216,662.00	
3/1/09	570,000.00	216,662.00	786,662.00	1,003,324.00
9/1/09		204,692.00	204,692.00	
3/1/10	595,000.00	204,692.00	799,692.00	1,004,384.00
9/1/10		192,197.00	192,197.00	
3/1/11	615,000.00	192,197.00	807,197.00	999,394.00
9/1/11		179,712.50	179,712.50	
3/1/12	645,000.00	179,712.50	824,712.50	1,004,425.00
9/1/12		166,264.25	166,264.25	
3/1/13	670,000.00	166,264.25	836,264.25	1,002,528.50
9/1/13		151,959.75	151,959.75	
3/1/14	700,000.00	151,959.75	851,959.75	1,003,919.50
9/1/14		136,839.75	136,839.75	
3/1/15	730,000.00	136,839.75	866,839.75	1,003,679.50
9/1/15		120,706.75	120,706.75	
3/1/16	760,000.00	120,706.75	880,706.75	1,001,413.50
9/1/16		103,530.75	103,530.75	
3/1/17	795,000.00	103,530.75	898,530.75	1,002,061.50
9/1/17		85,166.25	85,166.25	
3/1/18	830,000.00	85,166.25	915,166.25	1,000,332.50
9/1/18		65,661.25	65,661.25	
3/1/19	870,000.00	65,661.25	935,661.25	1,001,322.50
9/1/19		44,998.75	44,998.75	
3/1/20	910,000.00	44,998.75	954,998.75	999,997.50
9/1/20		23,158.75	23,158.75	
3/1/21	955,000.00	23,158.75	978,158.75	1,001,317.50
<b>Total</b>	<b>\$ 13,035,000.00</b>	<b>\$ 7,009,407.50</b>	<b>\$20,044,407.50</b>	<b>\$20,044,407.50</b>

\*Preliminary, subject to change.

Source: Public Resources Advisory Group

**Table 2**

**PROJECTED DEBT SERVICE COVERAGE ON BONDS**

Fiscal Year	Assessment Revenues <sup>(1)</sup>	Maintenance	Administration	Remaining Assessments <sup>(2)</sup>	Series 2000 Bonds Debt Service	Series 2001 Bond Debt Service	Annual Coverage
2000/01	\$25,000,000	\$ 396,081	\$ 672,364	\$23,931,555	\$2,192,833	0	10.91
2001/02	25,000,000	875,480	688,754	23,435,766	2,191,183	\$ 1,000,704	7.34
2002/03	25,000,000	1,162,171	705,637	23,132,192	2,194,433	1,002,854	7.23
2003/04	25,000,000	1,446,669	710,000	22,843,331	2,191,913	1,004,164	7.15
2004/05	25,000,000	1,727,579	720,000	22,552,421	821,638	999,634	12.38
2005/06	25,000,000	1,869,796	725,702	22,404,502	822,638	1,004,474	12.26
2006/07	25,000,000	2,023,720	731,449	22,244,831	767,688	1,003,264	12.56
2007/08	25,000,000	2,190,315	737,241	22,072,443	769,593	1,001,214	12.46
2008/09	25,000,000	2,370,625	743,080	21,886,295	770,153	1,003,324	12.34
2009/10	25,000,000	2,565,778	748,964	21,685,258	774,328	1,004,384	12.19
2010/11	25,000,000	2,776,996	754,896	21,468,108	736,828	999,394	12.36
2011/12	25,000,000	3,005,603	760,874	21,233,524	734,643	1,004,425	12.21
2012/13	25,000,000	3,253,028	766,899	20,980,073	735,983	1,002,529	12.07
2013/14	25,000,000	3,520,822	772,972	20,706,206	736,023	1,003,920	11.90
2014/15	25,000,000	3,810,660	779,094	20,410,246	739,510	1,003,680	11.71
2015/16	25,000,000	4,124,359	785,264	20,090,377	740,754	1,001,414	11.53
2016/17	25,000,000	4,463,882	791,482	19,744,636	740,244	1,002,062	11.33
2017/18	25,000,000	4,831,355	797,750	19,370,895	742,519	1,000,333	11.11
2018/19	25,000,000	5,229,079	804,068	18,966,854	742,239	1,001,323	10.88
2019/20	25,000,000	5,659,544	810,435	18,530,021	744,833	999,998	10.62
2020/21	25,000,000	6,125,445	816,853	18,057,702	0	1,001,318	18.03
Total <sup>(3)</sup>	\$525,000,000	\$63,428,985	\$15,823,778	\$445,747,237	\$20,889,968	\$20,044,408	N/A

<sup>(1)</sup> Excludes interest earnings.

<sup>(2)</sup> Remaining Assessments are Assessment revenues less maintenance and administrative costs.

<sup>(3)</sup> Totals may not add due to rounding.

**Assessment Rate; Engineer's Reports**

The Landscaping and Lighting Act of 1972 permits assessments to be apportioned by any formula or method which fairly distributes that assessment among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel. The ballot proposition pursuant to which the City electors approved the Assessment Ordinance provided that the annual Assessment would be in the approximate amount of \$25 million. The Assessment Ordinance provides that the Assessments may be levied by the City on each parcel in the City (except for excluded parcels described under "THE DISTRICT AND THE PROPOSITION K PROGRAM - Exemptions"), commencing in the 1997-98 Fiscal Year through the 2026-27 Fiscal Year, at the rate set forth in the Final Engineer's Report for City of Los Angeles Landscaping and Lighting District No. 96-1 (the "Initial Engineer's Report") which was amended by the Council on July 24, 1996. The rate established by the Initial Engineer's Report is the benefit point formula set forth in the Initial Engineer's Report. See "THE DISTRICT AND THE PROPOSITION K PROGRAM - Rate and Method of Assessment" and APPENDIX C - "THE ENGINEER'S REPORTS."

The Landscaping and Lighting Act of 1972 requires that an engineer's report (the "Annual Engineer's Report") be prepared for each Fiscal Year for which assessments are to be levied and collected to pay the costs of the improvements described in the Annual Engineer's Report. The Landscaping and Lighting Act of 1972 requires, among other things, that the Annual Engineer's Report estimate the net amount to be assessed upon assessable lands within the assessment district, describe each assessable lot or parcel of land within the assessment district, and assess the net amount to be assessed upon all assessable lands within the assessment district by apportioning that amount among the several lots or

parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements. See APPENDIX C - "THE ENGINEER'S REPORTS."

The City adopted the Initial Engineer's Report as an Annual Engineer's Report to apply to the Assessments for the 1997-98 Fiscal Year, and has adopted an Annual Engineer's Report each Fiscal Year thereafter through the Fiscal Year 2000-01. The City intends to adopt an Annual Engineer's Report during each Fiscal Year in which Assessments are to be levied. Each of the City's Annual Engineer's Reports will allocate benefit points to all parcels within the District based on the assessment rate contained in the Initial Engineer's Report. Parcels with land uses that are deemed not to benefit from the proposed Projects would not be subject to the Assessments. See "THE DISTRICT AND THE PROPOSITION K PROGRAM - Exemptions."

### **Collection Procedure and Administration**

The Assessments are levied annually by the City and collected by the County along with general property taxes on the secured real property tax bills of properties within the City. See "THE DISTRICT AND THE PROPOSITION K PROGRAM - Legal Remedies and Enforceability." The City's Bureau of Engineering (the "Bureau") administers the Assessments. The Bureau obtains the initial information on the individual parcels in the District from the County Assessor. The Bureau uses this information from the County to identify the parcels in the District which are subject to the Assessments for the applicable Fiscal Year. Each Fiscal Year, the City must provide the County with the amount of Assessments to be levied on each parcel within the City for such Fiscal Year. The City must submit such information to the County by a date established by the County for the Assessments to be included on the tax bills for such Fiscal Year.

### **Due Dates; Remedies for Delinquencies**

Assessments are due in two equal installments, on November 1 and February 1 of each Fiscal Year, and become delinquent, if not paid, on the next succeeding December 10 and April 10. Assessments which become delinquent are subject to the same penalties, interest charges and collection procedures as exist now for delinquent secured real property taxes, such as the tax, penalties and interest becoming a lien on the property and the eventual sale of the property to satisfy the tax lien. See "THE DISTRICT AND THE PROPOSITION K PROGRAM - Assessment Collection History" and "- Legal Remedies and Enforceability." See also APPENDIX A - "THE CITY OF LOS ANGELES - MAJOR GENERAL FUND REVENUE SOURCES - Property Taxes."

## **THE DISTRICT AND THE PROPOSITION K PROGRAM**

### **General**

The District encompasses almost 469 square miles and contains nearly 760,000 parcels as of January 1, 2001. The total assessed value of the District (and the City) is estimated at \$217.5 billion in Fiscal Year 2000-01. The day-to-day operations of the Proposition K Program are administered by the "L. A. for Kids Steering Committee." The Committee is comprised of the Director, Office of the Administrative and Research Services, the Chief Legislative Analyst and the City Engineer. *Ex-officio*, non-voting members of the Committee are the General Manager of the Department of Recreation and Parks; the Executive Director of the Commission for Children, Youth, and Their Families; the General Manager of the Department of Cultural Affairs; the General Manager of the Library Department; a staff person from the Council President's office; and a Mayor's staff person. The City has developed policies and procedures governing the application for and allocation of funds for specified projects and competitive grant projects. See "DESCRIPTION OF THE BOND FINANCED IMPROVEMENTS (SERIES 2001) - Overview of the Projects."

### **Rate and Method of Assessment**

The Assessment Ordinance establishes the aggregate Assessments to be levied on all parcels subject to Assessment at approximately \$25,000,000 annually. The rate and method of apportionment for use in levying Assessments for various categories of property are set forth in the Initial Engineer's Report. Pursuant to the Initial Engineer's Report, the level of each Assessment is based on the size and use of each parcel and the resulting benefit each parcel will receive

from the proposed Projects. The estimation of such benefit is quantified in benefit points. The Assessment for any parcel for any Fiscal Year will consequently equal the annual rate determined in the Annual Engineer's Report multiplied by the number of benefit points applicable to each parcel. The benefit points are calculated each year to approximate an aggregate levy of as close to \$25,000,000 as is possible. The aggregate annual levy on all parcels subject to Assessment is slightly less than \$25,000,000 because such aggregate levy is the total of applying the benefit point formula to all assessed parcels.

The Fiscal Year 2000-01 Assessment for a single family residence on a median sized parcel is \$19.15. Excerpts from the Initial Engineer's Report and the Annual Engineer's Report adopted for Fiscal Year 2000-01 are set forth in APPENDIX C - "THE ENGINEER'S REPORTS." The total Assessment to be levied on each parcel will be the sum of the annual Assessment for such parcel over the 30-year Assessment period ending in Fiscal Year 2026-27. The benefit points for the Assessment in each Fiscal Year for each parcel will remain in effect unless and until the property is reclassified into another land use category, at which time the benefit points for the assessment for that parcel will be recalculated when the applicable Annual Engineer's Report is prepared.

### **Exemptions**

Properties owned by public agencies, such as the City, the County, the State of California or the federal government, will not be assessed except when such property is not devoted to a public use. Rights-of-way owned by utilities, railroad operating rights-of-way, uninhabited agricultural lands, cemeteries and certain other properties are also exempt from the Assessments. Individuals who qualify for the California Property Tax Postponement Program (Section 20581 *et seq.* of the California Revenue and Taxation Code), which generally provides for the postponement of certain payments by individuals 62 years of age or older of property taxes attributable to residential dwellings, may also qualify for postponement of payment of Assessments levied by the City. See APPENDIX C - "THE ENGINEER'S REPORTS."

In the event of any allegation of errors in computing the Assessment, including circumstances that do not precisely fit the intent of the Assessment Ordinance, such alleged errors will be reported to the Proposition K Section of the City Engineer. The function and the authority of the Proposition K Section is to recommend such corrections or adjustments with such proposed changes being consistent with the concept, intent and parameters of the program set forth in the Initial Engineer's Report. Unless such proposed changes are appealed to the Council, they will be incorporated into the County's assessment roll.

### **Assessment Collection History**

The City began assessing parcels in Fiscal Year 1997-98. Table 3 provides the collection history through Fiscal Year 2000-01:

**Table 3**

**CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1**

**ASSESSMENT COLLECTION HISTORY**

Fiscal Year	Current Year Levy <sup>(1)</sup>	Current Levy Collected	Percent of Current Levy Collected	Collection of Prior Years' Levy <sup>(2)</sup>	County Billing/Refunds <sup>(3)</sup>	Total Net Collections <sup>(4)</sup>
1997-98	\$24,906,829	\$23,443,938	94.13%	N/A	(\$126,366)	\$23,317,572
1998-99	24,947,818	23,544,505	94.37%	\$1,008,503	(152,079)	24,400,929
1999-00	24,990,011	23,375,233	93.53%	1,262,988	(126,014)	24,512,207
2000-01 <sup>(5)</sup>	24,985,622	9,994,249	N/A	1,244,214	(129,362)	11,109,101

Source: City of Los Angeles Controller's Office

<sup>(1)</sup> The aggregate annual levy is slightly less than \$25,000,000 because such aggregate levy is the total of applying the benefit point formula under the Assessment Ordinance to all assessed parcels. See " - Rate and Method of Assessment."

<sup>(2)</sup> Includes collection of actual delinquencies, as well as related fines and interest attributable to past and current years' delinquencies.

<sup>(3)</sup> This amount represents the County's administrative costs of levying and collecting the Assessments and adjustments due to changes in assessed valuation.

<sup>(4)</sup> Does not include interest earnings on collected Assessments.

<sup>(5)</sup> Collections through December 31, 2000, which are comparable to the level of collections (\$9,994,004) as of December 31, 1999 for Fiscal Year 1999-2000.

For Fiscal Year 2000-01, the City projects actual collections of \$24,500,000 (including receipt of the prior year's levy) for the Fiscal Year 2000-01. The difference between the amount levied and the amount anticipated to be collected reflects anticipated delinquencies.

The Assessments for Fiscal Year 2000-01 by type of land use is shown on Table 4.

**Table 4**

**CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1**

**ASSESSMENT REVENUE BY SOURCE  
FISCAL YEAR 2000-01**

Land Use	Total Assessment Revenues <sup>(1)</sup> (In thousands)	Parcel Count	Percentage of Total Assessment Revenues
Residential	\$19,365	653,442	77.46%
Commercial/Ind.	4,572	44,491	18.29
Institutional	420	3,457	1.68
Vacant	356	37,258	1.42
Miscellaneous/Other	198	14,269	0.79
Recreational	90	346	0.36
<b>Total</b>	<b>\$25,000</b>	<b>753,263</b>	<b>100.00%</b>

Source: City of Los Angeles Bureau of Engineering

<sup>(1)</sup> Because revenues are rounded to nearest thousand dollar amounts, revenue total may not reconcile with itemized revenues.

Table 5 sets forth the 25 largest assessed parcels as of January 5, 2001, which in the aggregate account for a total of \$270,591, or 1.08% of the total annual assessment for Fiscal Year 2000-01.

**Table 5**

**CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1**

**TWENTY FIVE LARGEST ASSESSMENT PARCELS**

<u>Location</u>	<u>Type of Use</u>	<u>Assessment</u>
1. San Fernando Rd., Los Angeles	Industrial	\$21,020
2. N. La Cienega Blvd., Los Angeles	Commercial	15,157
3. E. Olympic Blvd., Los Angeles	Industrial	14,560
4. Barham Blvd., Los Angeles	Residential	14,294
5. S. Grand Ave., Los Angeles	Residential	13,950
6. N. Mission Rd., Los Angeles	Industrial	12,220
7. S. Curson Ave., Los Angeles	Residential	11,418
8. Century Park E., Los Angeles	Commercial	11,034
9. W. Century Blvd., Los Angeles	Commercial	10,443
10. S. Olive St., Los Angeles	Residential	10,370
11. S. Grand Ave., Los Angeles	Commercial	10,177
12. S. Grand Ave., Los Angeles	Residential	10,139
13. Universal City Plz., Universal City	Commercial	10,085
14. E. Lomita Blvd., Los Angeles	Industrial	9,995
15. S. Beaudry Ave., Los Angeles	Commercial	9,950
16. S. Hope St., Los Angeles	Commercial	9,787
17. S. Avenue of the Stars, Los Angeles	Commercial	9,574
18. N. Tigertail Road, Los Angeles	Residential	8,524
19. W. 7th St., Los Angeles	Commercial	8,470
20. Wilshire Blvd., Los Angeles	Commercial	8,398
21. S. Western Ave., Los Angeles	Industrial	8,264
22. S. Fuller Ave., Los Angeles	Residential	8,256
23. W. 8th St., Los Angeles	Commercial	8,194
24. S. Fuller Ave., Los Angeles	Residential	8,187
25. S. Fuller Ave., Los Angeles	Residential	8,125
<b>TOTAL</b>		<b>\$270,591</b>

Source: City of Los Angeles, Bureau of Engineering

**Administrative Appeals Process**

Because Assessments are collected by the County along with property taxes, an owner who challenges an Assessment cannot withhold payment and must pay the Assessment under protest and seek a refund or credit against future Assessment payments. An owner of a property subject to Assessment must appeal an Assessment to the Assessment Section of the City Engineer (the "Assessment Section"). If the Assessment Section determines that an error has been made, the Assessment Section notifies the County of any such correction or adjustment. A property owner may appeal any determination made by the Assessment Section to the City Council, which makes the final determinations regarding corrections and adjustments. The City is responsible for making any refund payment to a property owner who is entitled to a refund.

For Fiscal Year 1997-98, there were 156 inquiries from property owners and corrections were made to the Assessments for 39 property owners, resulting in an aggregate annual reduction in the Assessments of \$39,764. For Fiscal Year 1998-99, there were 74 inquiries from property owners and corrections were made to the Assessments for two property owners, resulting in an aggregate annual reduction in Assessments of \$1,839.41. For Fiscal Year 1999-2000, there were 23 inquiries from property owners and corrections were made to the Assessments for five property owners, resulting in an annual reduction in Assessments of \$336. For Fiscal Year 2000-01 there were 127 inquiries from property owners and corrections are being made to Assessments for four property owners, which could result in a maximum annual reduction of up to \$3,324. The benefit point formula for the Assessment rate permits the City to re-



allocate the amounts assessed against all parcels each year so that any such reductions in Assessments due to corrections will not reduce the \$25,000,000 aggregate amount of Assessments in future years. See "THE DISTRICT AND THE PROPOSITION K PROGRAM - Rate and Method of Assessment."

### **Legal Remedies and Enforceability**

The Assessment is collected in semi-annual installments on the County's tax roll on which general taxes on real property are collected. Each Assessment is payable and becomes delinquent at the same time and bears the same rate of penalty and interest after delinquency as do general property taxes in the County, and the property upon which each Assessment is levied is subject to the same provisions for sale and redemption as are properties for nonpayment of such taxes. Taxpayers are obligated to pay the total of general and specific tax levies appearing on County tax bills; partial payments of the total tax levy are applied *pro rata* among all individual taxes appearing on the tax bill.

Unpaid Assessments constitute fixed liens on the lots and parcels assessed within the District and do not constitute personal indebtedness of the respective owners of such lots and parcels. Accordingly, in the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Assessment. Assessments are levied and collected by the County with the City's general *ad valorem* taxes. The City therefore projects a collection and delinquency rate for Assessments equal to the collection and delinquency rate for *ad valorem* taxes, which for City budget purposes is 6%. See APPENDIX A - "THE CITY OF LOS ANGELES - MAJOR GENERAL FUND REVENUE SOURCES - Property Taxes." Neither the City nor the County has any obligation to institute judicial foreclosure proceedings in the event of a delinquency by any particular property owner in the payments of Assessments, but the City has covenanted in the Indenture to take such actions with respect to delinquencies of Pledged Assessments as are consistent with the policy of the City regarding delinquent property taxes generally. As a matter of current practice, payment of any unpaid Assessment would be enforced by foreclosure on the property with the delinquent general *ad valorem* taxes after the fifth year of delinquency.

### **Assessment Expenditures and Limitations**

The Assessments levied and collected in each year are spent on Project costs, costs of maintenance of completed Projects and Administrative Costs as outlined in the Annual Engineer's Report. The budget for the Proposition K Program has been structured in accordance with the revenue flow and accounting requirements provided in the Assessment Ordinance and the Indenture to assist in the monitoring of the program's expenditures. The City is required over the 30-year Assessment period to spend 82.0% of Assessment revenues on Project costs, 15.0% of Assessment revenues on costs of maintenance of completed Projects and 3.0% of Assessment revenues on Administrative Costs. Of the Assessment revenues budgeted to date, the City has budgeted 96.9% of Assessment revenues to be spent on Project costs, 2.2% to be spent on Administrative Costs and 0.9% to be spent on costs of maintenance of completed Projects. The initial budgets established in the Annual Engineer's Reports may be modified by subsequent Council action. As more Projects are completed, the City will budget and spend less of the Assessment revenues on Project costs and more of the Assessment revenues on costs of maintenance of completed Projects and Administrative Costs in order to comply with the spending requirements over the 30-year Assessment period. A summary of the budgeted program expenditures as stated in the Annual Engineer's Reports through Fiscal Year 2000-01 is provided in Table 6. See Table 7 for information on how Assessment revenues actually have been spent to date.

**Table 6**

**CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1  
BUDGETED PROPOSITION K PROGRAM EXPENDITURES THROUGH FY 2000-01**

CATEGORY	Budgeted <sup>(1)</sup> FY 1997-98	Budgeted <sup>(1)</sup> FY 1998-99	Budgeted <sup>(1)</sup> FY 1999-2000	Budgeted <sup>(1)</sup> FY 2000-01
<u>Project Costs</u>				
Local Parks	\$ 11,295,000	\$ 15,041,246	\$ 10,323,497	\$12,210,807
Competitive Grants	0	5,913,546	10,046,353	4,075,455
Regional Parks	12,995,000	3,353,698	849,750	4,068,570
Inflation	0	0	1,414,339	1,320,467
Debt Service	0	0	1,379,040	2,184,845
Pre-Development	210,000	76,510	30,663	71,411
Subtotal	\$ 24,500,000	\$ 24,385,000	\$ 24,043,642	\$23,931,555
Administrative Costs	\$ 500,000	\$ 515,000	\$ 530,450	\$ 672,364
Maintenance Costs	0	100,000	425,908	396,081
Subtotal	\$ 500,000	\$ 615,000	\$ 956,358	\$ 1,068,455
Total Requirements	\$ 25,000,000	\$ 25,000,000	\$ 25,000,000	\$ 25,000,000
<u>Budgeted Expenditures As Percentage of Total Requirements</u>				
Project Costs	98.00%	97.54%	96.18%	95.73%
Administrative Costs	2.00%	2.06%	2.12%	2.69%
Maintenance Costs	0.00%	0.40%	1.70%	1.58%

Source: Annual Engineer's Reports for the City of Los Angeles Landscaping and Lighting District No. 96-1  
<sup>(1)</sup> The Annual Engineer's Reports establish initial budgets (as shown in this Table 6) that may be modified by subsequent Council action. See Table 7 - Actual Assessment Revenues and Expenditures, below, for information on how Assessment funds were actually spent.

Assessment revenues are not required to be spent within the same year they are collected. Table 7 provides the actual Assessment collections and expenditures to date.

**Table 7**

**CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1  
ACTUAL ASSESSMENT REVENUES AND EXPENDITURES**

	Actual Fiscal Year 1997-98	Actual Fiscal Year 1998-99	Actual Fiscal Year 1999-2000	Actual Fiscal Year 2000-01 <sup>(1)</sup>
<u>Revenues</u>				
Assessments Collected	\$ 23,317,572	\$ 24,400,929	\$24,512,207	\$11,109,101
Interest	17,548	883,745	1,393,267	128,338
Total Revenues	\$ 23,335,120	\$ 25,284,674	\$25,905,474	\$11,237,439
<u>Expenditures</u>				
Project Costs	\$ 19,121,056	\$15,071,982	\$1,938,348	\$303,767
Administrative Costs	490,984	490,000	656,465	0
Maintenance Costs	0	100,000	50,432	0
Total Expenditures	\$ 19,612,040	\$15,661,982	\$2,645,245	\$303,767

Source: City of Los Angeles Controller's Office  
<sup>(1)</sup> As of December 31, 2000

In order to monitor the Program's expenditures for compliance with the requirements of the Assessment Ordinance, the City has covenanted in the Indenture that so long as any Bonds are outstanding, the City will comply with the following Assessment expenditure limitations:

- 1) the City shall not spend nor budget to spend Assessments, or interest or penalties on any delinquent Assessments, or Related Investment Income on such Assessments or interest or penalties, on costs of Projects in an aggregate amount over the life of the Assessments in excess of (a) \$615,000,000, plus (b) any interest or penalties on any delinquent Assessments received by the City, plus (c) the actual amount of all Related Investment Income, and less (d) the sum of (i) all Assessments, interest or penalties on any delinquent Assessments and all Related Investment Income on such Assessments or interest or penalties, previously spent or budgeted to be spent to date for debt service on Bonds, and (ii) 115% of debt service on all Outstanding Bonds not previously paid or budgeted;
- 2) the City shall not spend nor budget to spend Assessments or Related Investment Income on costs of maintenance of completed Projects, in an aggregate amount over the life of the Assessments in excess of \$112,500,000 plus the actual amount of Related Investment Income received thereon to date;
- 3) the City shall not spend nor budget to spend Assessments or Related Investment Income on Administrative Costs of the City, in an aggregate amount over the life of the Assessments in excess of \$22,500,000 plus the actual amount of Related Investment Income received thereon to date; and
- 4) the City shall deliver to the Trustee a certificate each quarter, and eventually upon each requisition from the Projects Fund, the Maintenance Fund or the Administration Fund, showing the City's compliance with such limitations.

The City has covenanted in the Indenture that the City shall not spend moneys in the Improvement Fund (and not an account within the Improvement Fund) on costs of a Bond Financed Improvement (Series 2000) in an amount greater than the Prop K Maximum for such Bond Financed Improvement (Series 2000). The City also has covenanted in the Indenture that the City shall not spend moneys in the Improvement Account (Series 2001) within the Improvement Fund on costs of a Bond Financed Improvement (Series 2001) in an amount greater than the Prop K Maximum for such Bond Financed Improvements (Series 2001).

See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS - Covenants" for a detailed summary of such covenants. Table 8 shows the City's compliance with the above-described covenants.

**Table 8**

**CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1  
COMPLIANCE WITH LIMITATION ON EXPENDITURES OF ASSESSMENTS**

Program Expenditures	Budgeted Expenditures <sup>(1)</sup>	A Cumulative Budgeted Expenditures <sup>(1)</sup>	B 115% of Outstanding Debt Service <sup>(2)</sup>	C =A+B Total	Expenditure Limit
<b><u>PROJECTS</u></b>					
FY 1997-98	\$24,500,000	\$24,500,000	\$ 0	\$24,500,000	\$615,000,000 <sup>(3)</sup>
FY 1998-99	24,385,000	48,885,000	0	48,885,000	615,000,000 <sup>(3)</sup>
FY 1999-00	24,043,642	72,928,642	23,072,644	96,001,286	615,000,000 <sup>(3)</sup>
FY 2000-01	23,931,555				
<b><u>MAINTENANCE</u></b>					
FY 1997-98	\$ 0	\$ 0	N/A	\$ 0	\$112,500,000 <sup>(4)</sup>
FY 1998-99	100,000	100,000	N/A	100,000	112,500,000 <sup>(4)</sup>
FY 1999-00	162,150	262,150	N/A		112,500,000 <sup>(4)</sup>
FY 2000-01	396,081	658,231		658,231	112,500,000 <sup>(4)</sup>
<b><u>ADMINISTRATIVE</u></b>					
FY 1997-98	\$ 500,000	\$ 500,000	N/A	\$ 500,000	\$22,500,000 <sup>(4)</sup>
FY 1998-99	515,000	1,015,000	N/A	1,015,000	22,500,000 <sup>(4)</sup>
FY 1999-00	530,450	1,545,450	N/A	1,545,450	22,500,000 <sup>(4)</sup>
FY 2000-01	672,364	2,217,814		2,217,814	22,500,000 <sup>(4)</sup>

Source: Annual Engineer's Reports for the City of Los Angeles Landscaping and Lighting District No. 96-1

<sup>(1)</sup> Includes amounts previously spent or budgeted to be spent for debt service. Expenditures include costs paid from Related Investment Income.

<sup>(2)</sup> Preliminary, subject to change.

<sup>(3)</sup> Expenditure limit will be increased by the amount of any interest or penalties on any delinquent Assessments received by the City and the actual amount of all Related Investment Income.

<sup>(4)</sup> Expenditure limit will be increased by the actual amount of all Related Investment Income.

**DESCRIPTION OF THE BOND FINANCED IMPROVEMENTS (SERIES 2001)**

**Overview of the Projects**

Pursuant to the Assessment Ordinance, the Council is responsible for the administration and funding of the Projects. In order to satisfy the requirements for Project grants and properly manage and administer the allocation and accounting of funds in accordance with the Assessment Ordinance and applicable law, the Council has established eligibility standards and procedural guidelines for all Projects. The City has covenanted in the Indenture that the City shall not spend Bond proceeds on costs of a Bond Financed Improvement in an amount greater than the Prop K Maximum. See APPENDIX D - "SUMMARY OF LEGAL DOCUMENTS- Issuance of Bonds; Application of Proceeds - Improvement Fund." The Assessment Ordinance authorizes the funding of Projects for the Project categories identified below.

**Specified Projects.** This category entitled "specified projects" contains Projects which were identified in the Assessment Ordinance. Over the 30-year funding period (from Fiscal Year 1997-98 through Fiscal Year 2026-27), a total of \$298.85 million (in 1997/98 dollars) is allocated for Projects that were specified in the Assessment Ordinance. Should any Project become infeasible for any reason or there are Project savings, the Council may reprogram the applicable funds during the annual assessment proceedings to other Projects to the extent that Assessment funds are available. The Council has established Volunteer Neighborhood Oversight Committees in various areas of the City to

advise the City on setting priorities for when Projects will be undertaken, advise on the design of Projects and prepare annual reports to the Council on the status of the Projects.

**Competitive Grant Projects.** Over the 30 year period during which Assessments will be collected, \$143.65 million (in 1997/98 dollars) is designated for Projects that are in the category entitled "competitive grants." All funds for competitive grants shall be expended equitably City-wide. The Assessment Ordinance designated the Commission for Children, Youth and Their Families (the "Commission") to administer the competitive grants process. Competitive grants are available in eight categories: Regional Recreation/Educational Facilities; Neighborhood At-Risk Youth Recreation Facilities; Youth School/Recreation Projects; Aquatic Upgrades; Athletic Fields; Lighting at Athletic Fields; Urban Greening; and Acquisition of Parks and Natural Lands. All applicants for competitive grants must submit an application to the Commission for grant approval. Funding for these Projects is awarded by an action of the Council based on a review of competitive proposals received.

**Bond Financed Improvements (Series 2001)**

The City intends to fund the Projects or portions of the Projects listed on Table 9 with the proceeds of the Series 2001 Bonds. This list is subject to substitution and amendment with any Projects authorized in accordance with the Assessment Ordinance. Certain Projects will be required to provide matching funds from sources other than the Series 2001 Bonds.

**Table 9**

**CITY OF LOS ANGELES LANDSCAPING AND LIGHTING DISTRICT 96-1**

**PROJECTS TO BE FINANCED**

<u>Facility</u>	<u>Project</u>	<u>Total Cost <sup>(1)</sup></u>
Cabrillo Aquarium	Expand and enhance education wing to include more teaching labs, discovery lab, collection storage and water system improvements	\$ 4,980,000
Los Angeles Zoo	Construct and develop a Children's Discovery Center	4,986,027
Green Meadows	Construct modern recreation center; sportsfield improvements; fencing	2,992,230
El Centro del Pueblo	Renovate existing facilities and expand recreation center	929,990
Children's Museum	Construct Children's Museum	1,375,000
<b>TOTAL</b>		<b>\$ 15,263,247</b>

<sup>(1)</sup> Includes matching funds to be provided in addition to proceeds of the Series 2001 Bonds.

**PROPOSITION 218**

On November 5, 1996, California voters approved an initiative known as the Right to Vote on Taxes Act ("Proposition 218") that adds Articles XIII C and XIII D to the California Constitution. Proposition 218 subjects special assessments to repeal or reduction by initiative, establishes procedural and other requirements for the levy of special assessments, and alters the burden of proof in legal actions to contest the validity of a special assessment. Proposition

218 also requires charter cities such as the City in the adoption of local procedural ordinances relating to assessments, to comply with Proposition 218 and Article 16, Section 19 of the California Constitution.

In 1997, the State legislature adopted omnibus legislation that implemented Proposition 218. Section 53750 of the California Government Code, which constitutes a part of this implementing legislation, provides in part that an "increased" assessment means a decision by an agency that either increases any applicable rate used to calculate the assessment, or revises the methodology by which the assessment is calculated, if that revision results in an increased amount being levied on any person or parcel. A tax, fee or charge is not deemed to be "increased" by an agency action that does either of the following: (i) adjusts the amount of a tax or fee or charge in accordance with a schedule of adjustments, including a clearly defined formula for inflation adjustment that was adopted by the agency prior to November 6, 1996, or (ii) implements or collects a previously approved tax, or fee or charge, so long as the rate is not increased beyond the level previously approved by the agency, and the methodology previously approved by the agency is not revised so as to result in an increase in the amount being levied on any person or parcel. A tax, assessment, fee or charge is not deemed to be "increased" in the case in which the actual payments from a person or property are higher than would have resulted when the agency approved the tax, assessment, or fee or charge, if those higher payments are attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land.

Proposition 218 became effective on November 6, 1996. Because the Assessment Ordinance was approved by City voters on November 5, 1996, many of Proposition 218's requirements do not apply to the Assessment Ordinance. However, the provisions of Proposition 218 which require voter approval of increases in assessments and which permit voters to repeal an assessment by initiative apply to the Assessment Ordinance. The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of matters it contains; it is therefore not possible at this time to predict with certainty the outcome of such determinations affecting the Assessments. See "BOND OWNERS' RISKS - Proposition 218."

### **BOND OWNERS' RISKS**

***Payment Obligations Limited to Assessment Receipts.*** The Series 2001 Bonds are secured by a pledge of the Pledged Assessments (including any interest, penalties, costs, fees and other charges received with respect thereto, through foreclosure proceedings or otherwise) and the other assets pledged to secure the payment thereof under the Indenture. The obligation of the City to pay debt service on the Series 2001 Bonds is payable solely from the Pledged Assessment Revenue and any other amounts (including proceeds of the sale of the Bonds) held in the Bond Fund, the Redemption Fund, the Improvement Fund, the Projects Fund and the Bond Payment Account. To the extent that such funds are insufficient, the City is not obligated to make such debt service payments from its generally available revenues. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2001 BONDS."

Assessments are determined annually based on the size and use of each parcel subject to the Assessment. A change in land use or improvements of property in the City caused by economic factors beyond the City's control, such as the complete or partial destruction of such property caused by, among other unforeseen events, an earthquake, other natural disaster or civil unrest, or the exemption of a property from taxation by reason of a transfer in ownership to a public agency, could reduce the number of parcels subject to the Assessments or reduce the benefit points allocated to particular parcels. A significant reduction in the number of parcels subject to the Assessments or the benefit points allocated to a substantial number of the parcels could cause a reduction in the Assessments, including Pledged Assessment Revenue that secures the Series 2001 Bonds. Such reduction of Assessments, including Pledged Assessment Revenue, could have an adverse impact on the City's ability to make timely payments of principal and interest on the Series 2001 Bonds.

Delinquencies in the payment of property taxes due to an economic downturn or for other reasons could have an adverse effect on the City's ability to make timely debt service payments on the Series 2001 Bonds, if parcel owners do not pay their Assessments when they do not pay their property taxes.

***Levy and Collection of Assessments; Procedural Limitations.*** Debt service on the Series 2001 Bonds is payable from the Pledged Assessments fixed pursuant to the Annual Engineer's Report adopted by the Council pursuant to procedures set out in the Landscaping and Lighting District Act of 1972 and the Assessment Ordinance. The

Assessments are levied annually and collected at the same time and in the same manner as general *ad valorem* property taxes. Once the Annual Engineer's Report is adopted by the Council, the levy cannot be made at a higher amount due to a change in circumstances (see "*Payment Obligation Limited to Assessment Receipts*" above).

**No Reserve Account.** In order to pay debt service on the Series 2001 Bonds in a timely manner, it is necessary that the Pledged Assessments levied against real property within the District be paid in a timely manner. The Indenture does not create a reserve account with moneys that would be available to pay debt service. However, the Original Indenture requires the City to transfer from the Bond Payment Account to the Trustee no later than five Business Days immediately preceding each Interest Payment Date, Pledged Assessment Revenue in the amount necessary to cause the amount on deposit in the Bond Fund to be equal to the principal and interest due on the Bonds on the next two Interest Payment Dates. If a significant number of delinquencies occur and continue, the protection afforded by the requirement to deposit in the Bond Fund an amount equal to debt service for two Interest Payment Dates could be insufficient to pay debt service on the Series 2001 Bonds, and a default on the Series 2001 Bonds could occur.

**Proposition 218.** The provisions of Proposition 218 which permit voters to repeal an assessment by initiative apply to the Assessment Ordinance, and no assurance can be given that City voters will not undertake an initiative to repeal the Assessment Ordinance. Moreover, it is not certain whether the courts will ultimately determine that increases in assessment amounts for particular parcels would not be subject to Proposition 218 voter approval requirements, although the City believes that the levy of the Assessments over the 30 year period as provided in the Assessment Ordinance and the Act does not violate Proposition 218. See "PROPOSITION 218." The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of matters it contains; it is therefore not possible at this time to predict with certainty the outcome of such determinations affecting the Assessments.

**Legislative Changes.** Legislation or initiative measures impacting property, property tax allocation or the rate or rates of assessment may affect the security of the Series 2001 Bonds. The implementation of any such constitutional or legislative change could reduce the Assessments, including the Pledged Assessment Revenue, and, accordingly, could have an adverse impact on the ability of the City to pay debt service on the Series 2001 Bonds. There is no assurance that the California electorate or State legislature will not at some future time approve additional limitations which could adversely affect the security of the Series 2001 Bonds.

## TAX MATTERS

In the opinion of Co-Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Series 2001 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is exempt from State of California personal income taxes. Co-Bond Counsel are of the further opinion that interest on the Series 2001 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Co-Bond Counsel observe that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Co-Bond Counsel is set forth in APPENDIX E.

To the extent the issue of any maturity of the Series 2001 Bonds is less than the amount to be paid at maturity of such Series 2001 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2001 Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Series 2001 Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2001 Bonds is the first price at which a substantial amount of such maturity of the Series 2001 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2001 Bonds accrues daily over the term to maturity of such Series 2001 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2001 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2001 Bonds. Owners of the Series 2001 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2001 Bonds with original issue discount, including the treatment of purchasers who do not purchase such Series 2001 Bonds in the

original offering to the public at the first price at which a substantial amount of such Series 2001 Bonds is sold to the public.

Series 2001 Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a purchaser's basis in a Premium Bond and, under Treasury Regulations the amount of tax exempt interest received, will be reduced by the amount of amortizable bond premium properly allocable to such purchaser. Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2001 Bonds. The City has covenanted to comply with certain restrictions designed to insure that the interest on the Series 2001 Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Series 2001 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2001 Bonds. The opinion of Co-Bond Counsel assumes compliance with these covenants. Co-Bond Counsel have not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2001 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2001 Bonds. Further, no assurance can be given that pending or future legislation or amendments to the Code, if enacted into law, or any proposed legislation or amendments to the Code, will not adversely affect the value of, or the tax status of interest on, the Series 2001 Bonds. Prospective owners of the Bonds are urged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Certain requirements and procedures contained or referred to in the Indenture, the Tax Certificate of the City relating to the Series 2001 Bonds and other relevant documents may be changed and certain actions (including, without limitation, the defeasance of the Series 2001 Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Co-Bond Counsel express no opinion as to any Series 2001 Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of bond counsel other than Co-Bond Counsel.

Although Co-Bond Counsel are of the opinion that interest on the Series 2001 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2001 Bonds may otherwise affect an owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner or the owner's other items of income or deduction. Co-Bond Counsel express no opinion regarding any such other tax consequences.

## **CERTAIN LEGAL MATTERS**

The validity of the Series 2001 Bonds and certain other legal matters are subject to the approving opinion of Co-Bond Counsel. A complete copy of the proposed form of Co-Bond Counsel opinion is contained in APPENDIX E to this Official Statement. Co-Bond Counsel undertake no responsibility for the accuracy, completeness or fairness of this Official Statement. Co-Bond Counsel will receive compensation contingent upon the sale and delivery of the Series 2001 Bonds. Certain legal matters will be passed on for the City by James K. Hahn, City Attorney.

## **LITIGATION**

There is no controversy of any nature now pending against the City or the District or, to the knowledge of their respective officers, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2001 Bonds or in any way contesting or affecting the validity of the Series 2001 Bonds or any proceedings of the City or the District taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Series 2001 Bonds or the use of the Series 2001 Bonds proceeds.



There are no pending lawsuits which in the opinion of the City Attorney challenge the validity of the Series 2001 Bonds, the corporate existence of the City or the title of the officers thereof to their respective offices.

Included in APPENDIX A hereto is a list prepared by the Office of the City Attorney of pending matters or cases relating to the City which involve in excess of \$6,000,000 liability each. This information is presented for general information purposes only.

### **CONTINUING DISCLOSURE**

The City has covenanted for the benefit of owners and beneficial owners of the Series 2001 Bonds to provide certain financial information and operating data relating to the City and the Assessments not later than twelve months after the end of each Fiscal Year (which currently would be June 30 of the following year) (the "Annual Report"), commencing with the Annual Report for Fiscal Year 2002, and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed by the City with each Nationally Recognized Municipal Securities Information Repository and with the State Information Depository, if any. The notices of material events will be filed by the City with the Municipal Securities Rulemaking Board and with the State Information Depository, if any. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX F - "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made for the benefit of the Owners and Beneficial owners of the Series 2001 Bonds and in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

The City has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events.

### **RATINGS**

Moody's Investors Service, Inc., Standard & Poor's and Fitch have assigned the ratings of \_\_\_, \_\_\_ and \_\_\_, respectively to the Series 2001 Bonds. Such ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained from the respective agencies at the following addresses: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10004, Standard & Poor's, 55 Water Street, New York, New York 10041, and Fitch, \_\_\_\_\_. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agency circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2001 Bonds.

### **PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL**

The City deems this Preliminary Official Statement final within the meaning of SEC Rule 15c2-12.

### **CO-FINANCIAL ADVISORS**

Public Resources Advisory Group, Los Angeles, California, and Municipal Capital Management, Inc., Los Angeles, California, have acted as Co-Financial Advisors to the City in conjunction with the issuance of the Series 2001 Bonds. The Co-Financial Advisors have assisted the City in the preparation of this Official Statement and in other matters related to the planning, structuring, execution and delivery of the Series 2001 Bonds. The Co-Financial Advisors have not audited, authenticated or otherwise independently verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information. Because of this limited participation, the Co-Financial Advisors make no guaranty, warranty or other representation respecting accuracy and completeness of the Official Statement or any other matter related to the Official Statement. The Co-Financial Advisors will receive compensation contingent upon the sale and delivery of the Series 2001 Bonds.

## MISCELLANEOUS

This Official Statement contains brief descriptions of, among other things, the Series 2001 Bonds, the Indenture, the Assessment Ordinance and the Act. Such descriptions do not purport to be comprehensive or definitive. All references made herein to documents are qualified in their entirety by references to such documents and references to the Series 2001 Bonds are qualified in their entirety by reference to the form of Series 2001 Bonds included in the Indenture.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners or Beneficial Owners of any of the Series 2001 Bonds.

The execution and delivery of this Official Statement has been duly authorized by the City.

## THE CITY OF LOS ANGELES

By:

\_\_\_\_\_  
Assistant Director, Office of Administrative  
and Research Services

## APPENDIX G

### BOOK-ENTRY-ONLY SYSTEM

DTC will act as securities depository for the Series 2001 Bonds. The Series 2001 Bonds will be issued as fully-registered bonds, registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Series 2001 Bond will be issued each maturity of the Series 2001 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants (the "Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants ("Direct Participants") include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2001 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2001 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Series 2001 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2001 Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Series 2001 Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2001 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices with respect to the Bonds shall be sent to Cede & Co. If less than all of the Series 2001 Bonds of a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the Series 2001 Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to an issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2001 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, sinking fund and interest payments with respect to the Series 2001 Bonds will be made to DTC. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent or the City, subject to any statutory or regulatory requirements relating to DTC as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Fiscal Agent and the City, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be responsibility of Direct and Indirect Participants.

**The City cannot and does not give any assurances that DTC will distribute to DTC Participants, or that DTC Participants or others will distribute to the Beneficial Owners payments of principal of, interest and premium, if any, on the Series 2001 Bonds paid or any redemption or other notices or that they will do so on a timely basis or that DTC will serve and act in the manner described in this Official Statement. The City is not responsible or liable for the failure of DTC or any Direct Participant or Indirect Participant to make any payments or give any notice with respect to the Series 2001 Bonds or any error or delay relating thereto.**

The foregoing description of the procedures and record keeping with respect to beneficial ownership interest in the Series 2001 Bonds, payment of principal, interest and other payments on the Bonds to Direct Participants, Indirect Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Series 2001 Bonds and other related transactions by and between DTC, the Direct Participants, the Indirect Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the Direct Participants, the Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the Participants, as the case may be.

CITY OF LOS ANGELES  
CALIFORNIA

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705  
Fax: (213) 847-0636  
Fax: (213) 485-8944

HELEN GINSBURG  
Chief, Council and Public Services Division

00-0531  
00-0488

February 1, 2001

Honorable Richard Riordan, Mayor  
Office of Administrative and  
Research Services  
Chief Legislative Analyst  
L.A. for Kids Steering Committee  
Board of Recreation and  
Parks Commissioners  
General Services Department

Controller, Room 1200  
Accounting Division, F&A  
Disbursement Division  
City Attorney  
Bureau of Engineering  
City Clerk's Office  
Attn: A. Alietti  
cc: Calendar Section

RE: PROPOSITION K: CHILDREN'S MUSEUM - CHANGE IN BONDING SCHEDULE

At the meeting of the Council held January 26, 2001, the following  
action was taken:

Attached report adopted .....	_____
Attached motion ( ) adopted.....	_____
Attached resolutions adopted.....	_____ X _____
Motion adopted to approve attached report and communication recommendations.....	_____ X _____
Mayor approved.....	_____ 1-31-01 _____
Set for hearing.....	_____ 2-14-01 _____

*J. Michael Carey*  
City Clerk  
jr

steno\000531

*FF*  
*MR 2-2-01*

Mayor's Time Stamp

City Clerk's Time Stamp

*[Handwritten signature]*

RECEIVED

FORTHWITH

'01 JAN 29 P2:42

DEPUTY MAYOR

RECEIVED  
CITY CLERK'S OFFICE

01 JAN 29 PM 2:11

CITY CLERK

BY \_\_\_\_\_  
CITY

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 00-0531 & 00-0488

COUNCIL DISTRICT NO. \_\_\_\_\_

COUNCIL APPROVAL DATE January 26, 2001

RE: PROPOSITION K: CHILDREN'S MUSEUM - CHANGE IN BONDING SCHEDULE

**FEB 08 2001**

LAST DAY FOR MAYOR TO ACT \_\_\_\_\_  
(10 Day Charter requirement as per LAAC Section 14.7)

*[Vertical stamp: RECEIVED CITY CLERK'S OFFICE 01 JAN 32 PM 7:27]*

DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY

APPROVED

*[Handwritten checkmark]*

\*DISAPPROVED

\*Transmit objections in writing pursuant to LAAC Section 14.7

**JAN 31 2001**

DATE OF MAYOR APPROVAL OR DISAPPROVAL \_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_  
MAYOR

*[Vertical stamp: RECEIVED CITY CLERK'S OFFICE 01 FEB -1 AM 7:32]*

ARTS, HEALTH & HUMANITIES COMMITTEE  
Report/Communication for Signature

Council File Number 00-0531 + 00-0488

Committee Meeting Date 1-22-01

Council Date 1-26-01

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMEMBER WALTERS, CHAIR	✓		
COUNCILMEMBER BERNSON			✓
COUNCILMEMBER PADILLA	✓		

Remarks Prop 4: Children's Museum - approve Steering Committee recs.

Alan Alietti, Legislative Assistant I ---- Telephone 485-4836

Ad Hoc Committee on Children, Youth and Their Families  
Report/Communication for Signature

Council File No. 00-0531 + 00-0488

Committee Meeting Date 1-23-01

Council Date 1-26-01

Committee Members Yes No Absent

MIKE HERNANDEZ, CHAIR ✓  
MICHAEL FEUER ✓  
NICK PACHECO ✓  
NATE HOLDEN ✓

Remarks: Concur w/ AHH (Approve Steering Comm. recs.)  
Barbara Greaves, Legislative Assistant (213) 847-1615

BUDGET & FINANCE COMMITTEE  
Report/Communication for Signature

Council File Number 00-0531 + 00-0488

Committee Meeting Date 1-24

Council Date 1-26

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMEMBER FEUER, CHAIR	✓		
COUNCILMEMBER WALTERS	✓		
COUNCILMEMBER MISCIKOWSKI	✓		

Remarks Concur with AHH + CYTF Ad Hoc

Adrienne Bass, Legislative Assistant II --- Telephone 847-0379

TO THE COUNCIL OF THE  
CITY OF LOS ANGELES

Your

ARTS, HEALTH AND HUMANITIES  
and  
BUDGET AND FINANCE COMMITTEES  
and

COMMUNICATION, AD HOC COMMITTEE ON CHILDREN, YOUTH AND THEIR FAMILIES

report as follows:

	<u>Yes</u>	<u>No</u>
Public Comments	<u>XX</u>	<u>—</u>

ARTS, HEALTH AND HUMANITIES and BUDGET AND FINANCE COMMITTEES REPORT and COMMUNICATION FROM CHAIR AND VICE CHAIR, AD HOC COMMITTEE ON CHILDREN, YOUTH AND THEIR FAMILIES relative to Proposition K: Children's Museum - Change in Bonding Schedule.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. Approve the inclusion of the Los Angeles Children's Museum- Little Tokyo Art Park project in the 2000-01 long-term Proposition K bond issuance for the amount of \$1,375,000 less required bond match funds, reduce the proposed 2001-02 bond issuance for the Children's Museum by the same amount, and take any other actions necessary to effectuate this financing.
2. Authorize the Bureau of Engineering to negotiate and execute an amendment to the grant agreement (C-100050) with the Los Angeles Children's Museum to (1) reflect partial bond funding in FY 2000-01, and (2) require a pro rata share of the capital match of \$726,145 and bond match ranging from \$293,944 to \$360,604 to be determined at the time bonds are issued from the Children's Museum, subject to approval of the City Attorney as to form and legality.
3. Authorize the Board of Recreation and Park Commissioners and the Department of General Services to negotiate and execute amendments to their respective leases with the Children's Museum if necessary to reflect the partial bond funding, subject to the approval of the City Attorney as to form and legality.
4. Authorize the Chair of the L.A. for Kids Steering Committee (Steering Committee) to execute any documents or document revisions that are required to effectuate this action, subject to the approval of the City Attorney as to form and legality.
5. Adopt a new Resolution of Intention to issue bonds, which sets a public hearing date of February 14, 2001, and an additional Reimbursement Resolution for the Children's Museum, which allows bond proceeds to reimburse expenditures incurred prior to the issuance of bonds, both in a form substantially as the resolutions attached to this report.



6. Instruct the City Clerk to publish a notice for a public hearing on the 2000-01 Proposition K bond issuance at least ten days prior to the February 14, 2001 hearing date.
7. Instruct the City Clerk to place the public hearing on all 2000-01 Proposition K bonds on the Council agenda on February 14, 2001.

Fiscal Impact Statement: The Steering Committee reports that the proposed change in the Proposition K bond issuance schedule for the Los Angeles Children's Museum will be within the limits of the \$25 million assessment for FY 2000-01 and will not impact the General Fund. The increased debt service costs resulting from including bond funding for the Children's Museum in the amount of \$1,375,000, minus the required bond match, will impact other Proposition K projects by reducing the total assessment funds available for other Proposition K projects in 2001-02 by the additional debt service amount, currently estimated at about \$91,000. The impact in subsequent fiscal years is unchanged since, as currently planned, the financing would take place in FY 2001-2002.

Summary:

The Los Angeles Children's Museum submitted a competitive grant proposal in 1997 for \$10 million to relocate to Griffith Park as part of a funding cycle to occur from July 1, 1998 through June 30, 2000. Because the Griffith Park site became infeasible, the Children's Museum explored alternative locations for the project.

On May 24, 2000 Council approved two sites for the Children's Museum project: 1) Little Tokyo Central City Art Park (southwest corner of the intersection of Alameda Street and Temple Street) and Hansen Dam (at the intersection of Osborne Street, Stonehurst Avenue and Foothill Boulevard). Only the Art Park site will receive Proposition K bond funding. To remain part of the original Proposition K funding cycle, the Children's Museum entered into a grant agreement with the City on June 13, 2000 and executed a lease with the City for the Little Tokyo Art Park site on June 27, 2000. The Department of Recreation and Parks and the Children's Museum also entered into a lease for the Hansen Dam site.

On May 24, 2000 Council also approved \$9,467,000 in bond financing for the Children's Museum, minus required bond match funds, to be issued in March 2002 (i.e., FY 2001-02). The exact bond match amount is contingent on current interest rates. The Children's Museum has requested that \$1.375 million of its bond funds be provided in the current FY 2000-01 to cover expenditures incurred to date as well as anticipated design costs associated with the downtown site through February 2002.

In its transmittal dated January 18, 2001, the Steering Committee requests that \$1,375,000 of its \$9,467,800 Proposition K long-term bond funding be provided in Fiscal Year (FY) 2000-01, rather than receiving the entire amount in FY 2001-02. The Children's Museum advises that the \$1,375,000 is needed during the current fiscal year for costs associated with development of the proposed Children's Museum at the Little Tokyo Art Park (Attachment A of Steering Committee transmittal dated January 18, 2001).

The Steering Committee further reports that having explored various funding alternatives, and in order to provide needed financing for the Children's Museum with minimal impact on other Proposition K projects, it is recommending that the City include the Children's Museum in the upcoming March 2001 bond issuance for bond funding in the amount of \$1.375 million less the required bond match. The sale of bonds has been tentatively scheduled for March 27, 2001, with bond proceeds to be available on April 10, 2001.

The City's grant agreement with the Children's Museum currently stipulates that prior to receiving bond funding, the Children's Museum will supply evidence of having secured a capital match totaling \$5.0 million, and a bond match from non-Proposition K sources ranging from \$2.024 million to \$2.483 million, depending on current interest rates. The Proposition K amount of \$9,467,800 is inclusive of the required bond match. Because the proposed bond funding for the Children's Museum in 2000-01 would be a portion of the \$9,467,800, it is also recommended that the required bond and capital match for the 2000-01 bond issuance be prorated in accordance with the earlier bond issuance. Consequently, the pro rata bond match would range from \$293,944 to \$360,604, and the pro rata capital match would be \$726,145. The grant agreement between the City and the Children's Museum would need to be amended accordingly. If necessary, the two leases between the City and the Children's Museum should also be amended. Only the Little Tokyo Art Park site will receive Proposition K bond funding. No Proposition K bond funds are authorized for use in connection with the Hansen Dam site.

The Steering Committee further recommends that Council adopt a new Resolution of Intention to issue bonds in 2000-01, which sets a public hearing date of February 14, 2001 (Attachment B of Steering Committee transmittal dated January 18, 2001), and an additional Reimbursement Resolution applicable to the Children's Museum that will allow bond proceeds to reimburse certain expenditures made prior to the sale of bonds, to the extent permitted by law (Attachment C of Steering Committee transmittal dated January 18, 2001). Resolutions Authorizing Issuance of Bonds and the required legal and financing documents will be transmitted to Council by the end of January.

At its regular meeting held January 22, 2001, the Arts, Health and Humanities Committee considered this matter and recommended that Council approve the recommendations of the Steering Committee.

At a special meeting held January 23, 2001, the Chair and Vice Chair of the Ad hoc Committee on Children, Youth and Their Families discussed this matter with members of the Steering Committee and concurred with the recommendations of the Arts, Health and Humanities Committee.

At its regular meeting held January 24, 2001, the Budget and Finance Committee concurred with the recommendations of the Arts, Health and Humanities Committee and Ad hoc Committee on Children, Youth and Their Families.

This matter is now submitted to Council for its consideration.

Respectfully submitted,

ARTS, HEALTH AND HUMANITIES  
COMMITTEE

*Lita Statters*  
*Alfred*

AD HOC COMMITTEE ON CHILDREN,  
YOUTH AND THEIR FAMILIES

*Michael*  
*John*

BUDGET AND FINANCE COMMITTEE

*Michael*  
*Lita Statters*  
*Andy*

AA  
01/23/01  
#000531

MOTION ADOPTED TO APPROVE COMMITTEES REPORT RECOMMENDATIONS <sup>and Communication</sup>  
**ADOPTED**

JAN 26 2001

LOS ANGELES CITY COUNCIL  
*Resolutions Adopted*  
TO THE MAYOR FORTHWITH

SET FOR HEARING: ~~February 14, 2001~~

MAYOR WITH FILE

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
LOS ANGELES OF INTENTION TO ISSUE BONDS IN  
2000-01 AND RESCINDING THE ORIGINAL  
RESOLUTION OF INTENTION**

**WHEREAS**, pursuant to Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City of Los Angeles (the "City") on November 5, 1996 (the "Assessment Ordinance"), the voters of the City formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "Landscaping and Lighting Act of 1972") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in the Assessment Ordinance;

**WHEREAS**, on October 5, 1999, the Council (the "City Council") of the City adopted an ordinance entitled "An Ordinance of the Council of the City of Los Angeles Adding to the Los Angeles Administrative Code New Procedures for Issuance and Sale of Bonds Payable from Assessments Levied Pursuant to Referendum Ordinance K" (the "Procedural Ordinance"), adding to the Los Angeles Administrative Code new procedures for the issuance and sale of bonds payable from assessments levied pursuant to the Assessment Ordinance (such procedures being hereinafter referred to as the "Act");

**WHEREAS**, such Procedural Ordinance became effective on November 8, 1999;

**WHEREAS**, on May 24, 2000, the City Council adopted a Resolution (C.F. 00-0531 and 00-0488) entitled "A Resolution of the City Council of the City of Los Angeles of Intention to Issue Bonds in 2000-01" (the "Original Resolution of Intention"), declaring its intention to incur bonded indebtedness in March 2001 in an estimated amount of \$11,000,000, in order to provide funds to finance certain of the Improvements described in the Assessment Ordinance and listed on Exhibit A attached thereto and calling a public hearing on the issuance of such proposed debt;

**WHEREAS**, in accordance with Section 11.27.30.4 of the Act, notice of such hearing was published once at least ten days prior to the hearing in *The Metropolitan News Enterprise*, a newspaper of general circulation in the City;

**WHEREAS**, on June 13, 2000, the City Council held a public hearing on the issuance of debt pursuant to the Original Resolution of Intention in accordance with Section 11.27.30.5 of the Act, which hearing was held at 200 North Main Street, Los Angeles, California;

**WHEREAS**, the Original Resolution of Intention did not contemplate that bonded indebtedness will be incurred in March 2001 in order to provide funds to finance improvements relating to a children's museum (as more specifically described in the Assessment Ordinance and listed on Exhibit A attached hereto, the "Children's Museum");

**WHEREAS**, the City desires to incur bonded indebtedness in March 2001 in order to provide funds to finance certain of the Improvements described in the Assessment Ordinance and listed on Exhibit A attached hereto (the "Bond Financed Improvements"), including the Children's Museum, in a total maximum amount of \$14,000,000, and to call a public hearing on the issuance of such proposed debt; and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Los Angeles does determine and order as follows:

**Section 1.** The recitals herein above set forth are true and correct, and the City Council so finds.

**Section 2.** The Resolution (C.F. 00-0531 and 00-0488) adopted on May 24, 2000, the Original Resolution of Intention, is hereby rescinded, repealed and annulled and shall be of no further force and effect.

**Section 3.** The City Council hereby declares its intention to incur bonded indebtedness in order to provide funds to finance the Bond Financed Improvements.

**Section 4.** The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay the costs of the Bond Financed Improvements, including construction costs and all costs incidental to, or connected with, the accomplishment of said purpose and of the financing thereof, as permitted by Section 11.27.30.3 of the Act.

**Section 5.** The maximum amount of the proposed debt to be incurred in order to provide funds to finance the Bond Financed Improvements is \$14,000,000.

**Section 6.** The City Council hereby fixes Wednesday, February 14, 2001, at 10:00 a.m., or as soon thereafter as the City Council may reach the matter, at 200 North Main Street, Room 300, Los Angeles, California, as the time and place when and where the City Council will conduct a public hearing on the issuance of the proposed debt.

**Section 7.** The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of Landscaping and Lighting District 96-1, pursuant to Section 6061 of the California Government Code. The publication of said notice shall be completed at least ten days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 11.27.30.4 of the Act.

**Section 8.** The Director of the Office of Administrative and Research Services, any Assistant Director of the Office of Administrative and Research Services, the City Attorney of the City, any Deputy City Attorney of the City, the City Clerk of the City and any Deputy City Clerk of the City or his or her designee are hereby authorized and directed, for and in the name and on behalf of the City to take such actions, and to execute such documents, agreements and certificates as may be necessary to effectuate the purposes of this Resolution.

**Section 9.** This Resolution shall take effect immediately upon its passage.

**PASSED and ADOPTED** by the Council of the City of Los Angeles this 26<sup>th</sup> day of January, 2001, by the following vote:

**AYES:** 10

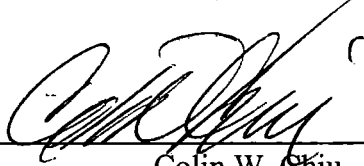
**NOES:** 0

**ABSENT:** 4

**APPROVED AS TO FORM AND LEGALITY**

JAMES K. HAHN, City Attorney

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



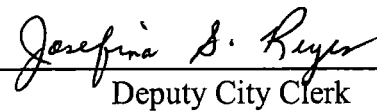
Colin W. Chiu  
Assistant City Attorney

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting on January 26, 2001.

J. MICHAEL CAREY, City Clerk



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



Deputy City Clerk

C.F. 00-0531 and 00-0488

Exhibit A

Bond Financed Improvements

<u>FACILITY</u>	<u>PROJECT</u>	<u>COUNCIL DISTRICT</u>
Cabrillo Aquarium	Expand and enhance education wing to include more teaching labs, discovery lab, collection storage and water system improvements	Regional
Los Angeles Zoo	Construct and develop a Children's Discovery Center	Regional
Green Meadows	Construct modern recreation center; sportsfield improvements; fencing	8
El Centro del Pueblo	Renovate existing facilities and expand recreation center	13
Children's Museum	Build Children's Museum	Regional



**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
LOS ANGELES DECLARING OFFICIAL INTENT OF THE  
CITY OF LOS ANGELES TO REIMBURSE CERTAIN  
EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS  
AND AMENDING THE ORIGINAL REIMBURSEMENT  
RESOLUTION**

**WHEREAS**, the voters of the City of Los Angeles (the "City") have formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City on November 5, 1996;

**WHEREAS**, the City expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with certain of the Improvements payable pursuant to the Ordinance out of the Parks Assessment Fund established pursuant to the Ordinance (the "Bond Financed Improvements"), prior to the issuance of indebtedness for the purpose of financing costs associated with the Bond Financed Improvements on a long-term basis;

**WHEREAS**, on June 13, 2000, the City Council adopted a Resolution (C.F. 00-0531 and 00-0488) entitled "A Resolution of the City Council of the City of Los Angeles Declaring Official Intent of the City of Los Angeles to Reimburse Certain Expenditures from Proceeds of Bonds to be Issued in 2000-01" (the "Original Reimbursement Resolution"), declaring its intention to use proceeds of bonded indebtedness to be incurred in March 2001 in the approximate amount of \$11,000,000, to reimburse prior expenditures for certain of the Improvements described in the Assessment Ordinance and listed on Exhibit A attached thereto;

**WHEREAS**, the Original Reimbursement Resolution did not contemplate that proceeds of indebtedness to be incurred in March 2001 would be used to finance improvements relating to a children's museum (as more specifically described in the Assessment Ordinance, the "Children's Museum"), or to reimburse Reimbursement Expenditures in connection with the Children's Museum (the "Children's Museum Reimbursement Expenditures");

**WHEREAS**, the City desires to declare such reasonable official intent with respect to the reimbursement of the Children's Museum Reimbursement Expenditures in accordance with Section 1.150-2 of the Treasury Regulations; and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Los Angeles does determine and order as follows:

**Section 1.** The recitals herein above set forth are true and correct, and the Council of the City so finds.

**Section 2.** The City hereby declares its official intent to use proceeds of indebtedness to reimburse the Children's Museum for Children's Museum Reimbursement Expenditures. This declaration is made solely for the purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration is not intended to, and shall not, bind the City to make any expenditure, incur any indebtedness, or proceed with the Bond Financed Improvements.

**Section 3.** The Resolution (C.F. 00-0531 and 00-0488) adopted by the City Council on June 13, 2000, the Original Reimbursement Resolution, is hereby amended to the extent that this Resolution provides for compliance with the requirements of Section 1.150-2 of the Treasury Regulations with respect to the Children's Museum Reimbursement Expenditures.

**Section 4.** The City hereby declares that it will make a reimbursement allocation, which will be a written allocation by the City, that evidences the City's use of proceeds of the indebtedness to reimburse a Children's Museum Reimbursement Expenditure, no later than 18 months after the later of the date on which such expenditure is paid or the children's museum is placed in service or abandoned, but in no event more than three years after the date on which the Children's Museum Reimbursement Expenditure is paid. The City hereby recognizes that exceptions are available for certain "Preliminary Expenditures," costs of issuance and certain de minimis amounts pursuant to Section 1.150-2 of the Treasury Regulations. The City hereby further recognizes that the effective date regarding the Children's Museum Reimbursement Expenditures for purposes of such Section 1.150-2 is the date of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon its passage.

**PASSED and ADOPTED** by the Council of the City of Los Angeles this 26<sup>th</sup> day of January, 2001, by the following vote:

**AYES:** 10

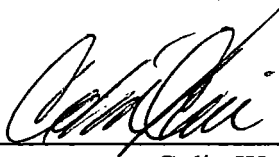
**NOES:** 0

**ABSENT:** 4

**APPROVED AS TO FORM AND LEGALITY**

JAMES K. HAHN, City Attorney

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



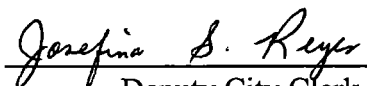
Colin W. Chiu  
Assistant City Attorney

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting on January 26, 2001.

J. MICHAEL CAREY, City Clerk



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



Deputy City Clerk

C.F. 00-0531 and 00-0488

COUNCIL VOTE

26-Jan-01 10:45:37 AM, #2

Items for Which Public Hearings Have Been Held - Items 2-7  
Voting on Item(s): 2-7

Roll Call

BERNSON	Absent
CHICK	Yes
FEUER	Yes
GALANTER	Absent
HERNANDEZ	Yes
HOLDEN	Absent
MISCIKOWSKI	Yes
PACHECO	Yes
PADILLA	Yes
RIDLEY-THOMAS	Yes
*SVORINICH	Yes
WACHS	Yes
WALTERS	Yes
FERRARO	Absent
	Absent

Present: 10, Yes: 10 No: 0

ARTS, HEALTH AND HUMANITIES COMMITTEE  
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 00-053 + 00-0488

Petitioner/Communicant \_\_\_\_\_

Council Member(s) \_\_\_\_\_

Mayor (with) without file)

~~City Administrative Officer~~ OARS

Chief Legislative Analyst

City Attorney

Controller

Department of Recreation and Parks

Community Redevelopment Agency

Library Department

Library Commission

Department of Cultural Affairs

Department of Aging

Community Development Department

Mayor's Office On Disabled

Mayor's Office of Criminal Justice Planning

Department on Disability

L.A. Soc Kids Steering Comm.

PW - Engineering

J. MICHAEL CAREY  
City Clerk

When making inquiries  
relative to this matter  
refer to File No.

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705

00-0531  
00-0488

January 19, 2001

ARTS, HEALTH & HUMANITIES COMMITTEE  
AD HOC COMMITTEE ON CHILDREN, YOUTH & THEIR FAMILIES  
BUDGET & FINANCE COMMITTEE

In accordance with Council Rules, communication from L.A. Kids Steering Committee relative to Proposition K: Children's Museum - change in bonding schedule, was referred on January 19, 2001, to the ARTS, HEALTH & HUMANITIES COMMITTEE, AD HOC COMMITTEE ON CHILDREN, YOUTH & FAMILIES and BUDGET & FINANCE COMMITTEE.

*J. Michael Carey*

City Clerk  
amm



**MEMORANDUM**

January 18, 2001

TO: Honorable Members of the City Council

FROM: The L.A. for Kids Steering Committee

William T. Fujioka, Director *WTF*  
Office of Administrative and Research Services

*Neil J. Dunder for*  
Vitaly Troyan, City Engineer

Ronald F. Deaton, Chief Legislative Analyst *RFD*

RECEIVED  
CITY CLERK'S OFFICE  
01 JAN 19 AM 7:41  
BY \_\_\_\_\_  
CITY CLERK  
PROPERTY

**Proposition K: Children's Museum -  
Change in Bonding Schedule**

**SUMMARY**

The Los Angeles Children's Museum (Children's Museum) has requested that \$1,375,000 of its \$9,467,800 Proposition K long-term bond funding be provided in Fiscal Year (FY) 2000-01, rather than receiving the entire amount in FY 2001-02. The Children's Museum advises that the \$1,375,000 is needed during the current fiscal year for the following costs associated with development of the proposed Children's Museum at the Little Tokyo Art Park (Attachment A):

*gje*

Site Investigation - survey and geotechnical	\$ 185,000
Exhibit Designer Master Plan	400,000
Architectural - programming, schematic and design development	<u>790,000</u>
Total	<u>\$1,375,000</u>

Having explored various funding alternatives, and in order to provide needed financing for the Children's Museum with minimal impact on other Proposition K projects, it is recommended that the City include the Children's Museum in the upcoming March 2001 bond issuance for bond funding in the amount of \$1.375 million less the required bond match. The sale of bonds has been tentatively scheduled for March 27, 2001, with bond proceeds to be available on April 10, 2001.

The City's grant agreement with the Children's Museum currently stipulates that prior to receiving bond funding, the Children's Museum will supply evidence of having secured a capital match totaling \$5.0 million, and a bond match from non-Proposition K sources ranging from \$2.024 million to \$2.483 million, depending on current interest rates. The Proposition K amount of \$9,467,800 is inclusive of the required bond match. Because the proposed bond funding for the Children's Museum in 2000-01 would be a portion of the \$9,467,800, it is also recommended that the required

ARTS HEALTH & HUMANITIES 1  
AD HOC  
COMMITTEE ON CHILDREN,  
YOUTH & THEIR FAMILIES

BUDGET AND FINANCE

JAN 19 2001

bond and capital match for the 2000-01 bond issuance be prorated in accordance with the earlier bond issuance. Consequently, the pro rata bond match would range from \$293,944 to \$360,604, and the pro rata capital match would be \$726,145. The grant agreement between the City and the Children's Museum would need to be amended accordingly. If necessary, the two leases between the City and the Children's Museum should also be amended. Only the Little Tokyo Art Park site will receive Proposition K bond funding. No Proposition K bond funds are authorized for use in connection with the Hansen Dam site.

Lastly, this report also recommends that Council adopt a new Resolution of Intention to issue bonds in 2000-01, which sets a public hearing date of February 14, 2001 (Attachment B), and an additional Reimbursement Resolution applicable to the Children's Museum that will allow bond proceeds to reimburse certain expenditures made prior to the sale of bonds, to the extent permitted by law (Attachment C). Resolutions Authorizing Issuance of Bonds and the required legal and financing documents will be transmitted to Council by the end of January.

## **RECOMMENDATIONS**

That the City Council:

1. Approve the inclusion of the Los Angeles Children's Museum- Little Tokyo Art Park project in the 2000-01 long-term Proposition K bond issuance for the amount of \$1,375,000 less required bond match funds, reduce the proposed 2001-02 bond issuance for the Children's Museum by the same amount, and take any other actions necessary to effectuate this financing.
2. Authorize the Bureau of Engineering to negotiate and execute an amendment to the grant agreement (C-100050) with the Los Angeles Children's Museum to (1) reflect partial bond funding in FY 2000-01, and (2) require a pro rata share of the capital match of \$726,145 and bond match ranging from \$293,944 to \$360,604 to be determined at the time bonds are issued from the Children's Museum, subject to approval of the City Attorney.
3. Authorize the Board of Recreation and Park Commissioners and the Department of General Services to negotiate and execute amendments to their respective leases with the Children's Museum if necessary to reflect the partial bond funding, subject to the approval of the City Attorney.
4. Authorize the Chair of the L.A. for Kids Steering Committee to execute any documents or document revisions that are required to effectuate this action, subject to the approval of the City Attorney.
5. Adopt a new Resolution of Intention to issue bonds, which sets a public hearing date of February 14, 2001, and an additional Reimbursement Resolution for the Children's Museum, which allows bond proceeds to reimburse expenditures incurred prior to the issuance of bonds, both in a form substantially as the resolutions attached to this report.



6. Instruct the City Clerk to publish a notice for a public hearing on the 2000-01 Proposition K bond issuance at least ten days prior to the February 14, 2001 hearing date.
7. Instruct the City Clerk to place the public hearing on all 2000-01 Proposition K bonds on the Council agenda on February 14, 2001.

### **FISCAL IMPACT STATEMENT**

The proposed change in the Proposition K bond issuance schedule for the Los Angeles Children's Museum will be within the limits of the \$25 million assessment for FY 2000-01 and will not impact the General Fund. The increased debt service costs resulting from including bond funding for the Children's Museum in the amount of \$1,375,000, minus the required bond match, will impact other Proposition K projects by reducing the total assessment funds available for other Proposition K projects in 2001-02 by the additional debt service amount, currently estimated at about \$91,000. The impact in subsequent fiscal years is unchanged since, as currently planned, the financing would take place in FY 2001-2002.

### **BACKGROUND**

The Los Angeles Children's Museum is currently located in the L.A. Mall at 310 N. Main St. It is now closed to the public. The agency submitted a competitive grant proposal in 1997 for \$10 million to relocate to Griffith Park as part of a funding cycle to occur from July 1, 1998 through June 30, 2000. Because the Griffith Park site became infeasible, the Children's Museum explored alternative locations for the project.

On May 24, 2000 the City Council approved two sites for the Children's Museum project: 1) Little Tokyo Central City Art Park (southwest corner of the intersection of Alameda Street and Temple Street) and Hansen Dam (at the intersection of Osborne Street, Stonehurst Avenue and Foothill Boulevard). Only the Art Park site will receive Proposition K bond funding. To remain part of the original Proposition K funding cycle, the Children's Museum entered into a grant agreement with the City on June 13, 2000 and executed a lease with the City for the Little Tokyo Art Park site on June 27, 2000. The City Recreation and Parks Department and the Children's Museum also entered into a lease for the Hansen Dam site.

On May 24, 2000 the City Council also approved \$9,467,000 in bond financing for the Children's Museum, minus required bond match funds, to be issued in March 2002 (i.e., FY 2001-02). The exact bond match amount is contingent on current interest rates. The Children's Museum has requested that \$1.375 million of its bond funds be provided in the current FY 2000-01 to cover expenditures incurred to date as well as anticipated design costs associated with the downtown site through February 2002.

The City's grant agreement with the Children's Museum currently stipulates that prior to receiving bond funding, the Children's Museum will supply evidence of a capital match totaling \$5.0 million, and a bond match ranging from \$2.024 million to \$2.483 million. According to Engineering staff, the Children's Museum has made progress in raising a pro rata share of its capital match (\$1.0

million) and \$500,000 for its bond match, both of which exceed the pro rata match requirements for the proposed partial funding.

### **Financing Alternatives**

Staff from the CLA, OARS, and the City Attorney's Office considered various financing options to provide the requested funding for the Children's Museum. Specifically, City staff considered loaning funds to the Children's Museum in FY 2000-01 to be repaid with bond proceeds available during the next fiscal year (FY 2001-02). The loan option is not being recommended due to the potential restrictions of various funding sources and the possibility that loaning funds from the General Fund creates an untenable precedent. Staff also considered allocating the requested funds (\$1.375 million) from the 2001-02 Proposition K assessment. The approach, however, could substantially reduce the amount of Proposition K funds available for other projects. Additionally, Proposition K assessment funds would not be available as early as bond proceeds. Bond funds are anticipated to be available in March 2001 while assessment funds would not be available until July 2001 or, possibly, December 2001. Therefore, we are recommending that the City include the Children's Museum in the upcoming bond issuance, and the bond and capital match contributions be prorated.

### **Debt Service Costs**

Currently, the following projects, which have a total project cost of almost \$13.9 million, are slated for bond financing in March 2001: Cabrillo Aquarium (\$4,980,000), Los Angeles Zoo (\$4,986,027), Green Meadows Recreation Center (\$2,992,230), and El Centro del Pueblo (\$929,990). For these projects, approximately \$11.64 million in bonds would be issued and the projects would contribute approximately \$2.26 million to fully fund the \$13.9 million in proposed projects, including proposed issuance costs. The City's financial consultants estimate that the average debt service costs for the 2001 bond issuance, not including the Children's Museum, is \$914,000.

Adding the Children's Museum to the City's March 2001 bond issuance will result in an increase in the City's debt service costs in FY 2001-02 of approximately \$91,000 (from \$914,000 to \$1,005,000). With the inclusion of the Children's Museum in the 2001 bond issuance and due to anticipated favorable interest rates, which could permit an increase in the total amount financed, the City's total bond issue could increase from an estimated \$11.64 million to an estimated maximum of \$14 million. Of the \$1.375 million requested by the Children's Museum, the pro rata bond match would range from \$293,944, to \$360,604, and the amount to be financed would range from almost \$1.1 million to about \$1.0 million. The actual bond match contribution would be determined at the time bonds are issued.

The debt service for the Proposition K bonds is entirely funded from the Proposition K assessment funds, and is factored into the five-year Proposition K plan adopted by the City Council. The increased debt service costs resulting from the proposed bond funding for the Children's Museum could impact other Proposition K projects by reducing the total assessment funds available for other Proposition K projects in FY 2001-02 by the additional debt service amount, currently estimated at \$91,000.

### **Actions Necessary for Bond Financing**

On May 24, 2000, the Council adopted a Resolution of Intention specifying that bonds would be issued for the following projects in 2000-01: Cabrillo Aquarium, Green Meadows, Los Angeles Zoo, and El Centro del Pueblo (C.F. 00-0531). Similarly, on June 13, 2000 the Council adopted a Reimbursement Resolution to allow 2000-01 bond proceeds to reimburse expenditures made prior to the sale of the bonds (C.F. 00-0531). The City Attorney has advised that, in order for the City to commit to the bond financing for the Children's Museum in 2000-01, a new Resolution of Intention and an additional Reimbursement Resolution applicable to the Children's Museum must be adopted.

The attached Resolution of Intention declares the intent of the Council to issue bonds in 2000-01 and sets a public hearing date of February 14, 2001. The attached Reimbursement Resolution allows the reimbursement of certain project expenditures incurred up to 60 days prior to the adoption of the Reimbursement Resolution, and of Preliminary Expenditures to the extent permitted by law.

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**ATTACHMENT A**



**MEMORANDUM**

**DATE:** January 8, 2001  
**TO:** Members of the Proposition K Steering Committee  
City of Los Angeles  
Ron Deaton, Chief Legislative Analyst  
Bill Fujioka, Director, Office of Administrative and Research Services  
Vitaly Troyan, City Engineer  
**FROM:** Sally Thompson  
Children's Museum of Los Angeles  
**RE:** Request for 1,375,000 From the March, 2001 Proposition K Bond Sales – Grant No. C-1000050 – Art Park Site

The purpose of this memorandum is to address specific concerns regarding the need and immediate use of the above-mentioned Proposition K funds.

- 1. Over the past few months, the museum has expensed, more than \$12,000 dollars for land assessments, Phase I soil testing and mapping specific to the Art Park site.

These expenses do not include any of the pre-campaign planning and development of materials. They do not include such expenses as the museum's staff time and support of the Art-Park Executive Committee or community meetings.

- 2. Over the next 6 – 8 months, the Museum has scheduled the concurrent activities for the completion of the following:
  - (1) Its Phase I and Phase II soils investigation at the Art Park site,
  - (2) Its Exhibit Designer Master Plan for the Art Park site and
  - (3) Its Architectural development phases, for the Art Park site.

The museum has budgeted to spend approximately \$2,500,000 dollars for these combined expenses that are specific to the Art Park site, and asks for \$1,375,000 of these expenses to come from Prop K.

- 3. The ability to pay for the concurrent completion of the combined Art Park site projects are imperative to the museums overall ability to further its campaign for attracting high level funding support. These funding levels include museum site naming opportunities, planned giving and other contributions obtained through various visual aids backed with confirmed studies, and reports that include its municipalities financial support.

310 NORTH MAIN STREET  
Los Angeles, CA 00012-2830  
Administrativo 213-687-8800  
Facsimile 213-687-0319  
Website www.lacm.org

As part of the museum campaign efforts, a campaign event is being scheduled for the late spring of 2001. There are certain and specific stages that need to be completed prior to the campaign event. Such stages would include a design model of the future Art Park museum and some of its interior program exhibits designs.

4. If the city does not provide these requested funds, it is highly likely that the campaign event and project will be delayed considerably. The delay of this event would include delays of other funding dollars needed to complete the steps for the construction of the museum at Art Park.

Each year the museum stays closed, is another year that the children of Los Angeles will go without representation and acknowledgment of their identity and value from within the city they reside.

We appreciate your efforts and concerns for this matter and encourage further discussion with you as our plans for the Art Park site continues to blossom.

cc: Neil Drucker, BOE



**MEMORANDUM**

**December 12, 2000**

**To:** Members of the Proposition K Steering Committee  
City of Los Angeles:  
Ron Deaton, Chief Legislative Analyst  
Bill Fujioka, Director, Office of Administrative and Research Services  
Vitaly Troyan, City Engineer

**From:** Sally Thompson, President  
Children's Museum of Los Angeles

Bill Holland, Chair of the Building Committee  
Children's Museum of Los Angeles

**RE: REQUEST FOR \$1,375,000 FROM THE MARCH, 2001 PROPOSITION K BOND SALES - GRANT NO. C-100050 - ART PARK SITE**

In reference to Proposition K Grant Number C-100050 between the City of Los Angeles, Bureau of Engineering and the Children's Museum of Los Angeles we are writing to request \$1,375,000 of the funds granted for this project. We understand that these funds will be available following the March, 2001 bond sale.

These funds will be used to cover expenditures to date as well as the following anticipated costs previously outlined in Exhibit I in the grant wherein we estimated our expenditures associated with the downtown site. It is anticipated that these expenditures will reimburse the museum for expenditures prior to March 1, 2001 as well as those anticipated up to February 29, 2002 as follows:

- Site investigation including survey and geotechnical investigation (Note: we have initiated a Phase I soils investigation, which is in progress and will shortly authorize the consultant to proceed with geotechnical work.

\$185,000

- Contract and proceed with Exhibit Designer Master Plan: \$400,000

310 NORTH MAIN STREET  
Los Angeles, CA 90012-2830  
Administrative 213-687-8800  
Facsimile 213-087-0310  
Website www.lacm.org

- Proceed to contract with selected Architect and commence and complete Programming, Schematic and Design Development phases of the work:

\$790,000

**Total Requested: \$1,375,000**

The need for these expenditures was discussed with Victoria Carreon of the CLA's office as well as Neil Drucker of the Bureau of Engineering and are estimates of the anticipated expenditures subject of course to negotiation with the consultants:

We are delighted to inform you that we have completed our consultant selection process which will trigger much of the foregoing expenditures however; we will not be announcing the selections until January, 2001

We appreciate your attention to this request.

cc. Neil Drucker, BOE  
Lynne Osawa, CLA



**ATTACHMENT B**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
LOS ANGELES OF INTENTION TO ISSUE BONDS IN  
2000-01 AND RESCINDING THE ORIGINAL  
RESOLUTION OF INTENTION**

**WHEREAS**, pursuant to Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City of Los Angeles (the "City") on November 5, 1996 (the "Assessment Ordinance"), the voters of the City formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "Landscaping and Lighting Act of 1972") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in the Assessment Ordinance;

**WHEREAS**, on October 5, 1999, the Council (the "City Council") of the City adopted an ordinance entitled "An Ordinance of the Council of the City of Los Angeles Adding to the Los Angeles Administrative Code New Procedures for Issuance and Sale of Bonds Payable from Assessments Levied Pursuant to Referendum Ordinance K" (the "Procedural Ordinance"), adding to the Los Angeles Administrative Code new procedures for the issuance and sale of bonds payable from assessments levied pursuant to the Assessment Ordinance (such procedures being hereinafter referred to as the "Act");

**WHEREAS**, such Procedural Ordinance became effective on November 8, 1999;

**WHEREAS**, on May 24, 2000, the City Council adopted a Resolution (C.F. 00-0531 and 00-0488) entitled "A Resolution of the City Council of the City of Los Angeles of Intention to Issue Bonds in 2000-01" (the "Original Resolution of Intention"), declaring its intention to incur bonded indebtedness in March 2001 in an estimated amount of \$11,000,000, in order to provide funds to finance certain of the Improvements described in the Assessment Ordinance and listed on Exhibit A attached thereto and calling a public hearing on the issuance of such proposed debt;

**WHEREAS**, in accordance with Section 11.27.30.4 of the Act, notice of such hearing was published once at least ten days prior to the hearing in *The Metropolitan News Enterprise*, a newspaper of general circulation in the City;

**WHEREAS**, on June 13, 2000, the City Council held a public hearing on the issuance of debt pursuant to the Original Resolution of Intention in accordance with Section 11.27.30.5 of the Act, which hearing was held at 200 North Main Street, Los Angeles, California;

**WHEREAS**, the Original Resolution of Intention did not contemplate that bonded indebtedness will be incurred in March 2001 in order to provide funds to finance improvements relating to a children's museum (as more specifically described in the Assessment Ordinance and listed on Exhibit A attached hereto, the "Children's Museum");

**WHEREAS**, the City desires to incur bonded indebtedness in March 2001 in order to provide funds to finance certain of the Improvements described in the Assessment Ordinance and listed on Exhibit A attached hereto (the "Bond Financed Improvements"), including the Children's Museum, in a total maximum amount of \$14,000,000, and to call a public hearing on the issuance of such proposed debt; and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Los Angeles does determine and order as follows:

**Section 1.** The recitals herein above set forth are true and correct, and the City Council so finds.

**Section 2.** The Resolution (C.F. 00-0531 and 00-0488) adopted on May 24, 2001, the Original Resolution of Intention, is hereby rescinded, repealed and annulled and shall be of no further force and effect.

**Section 3.** The City Council hereby declares its intention to incur bonded indebtedness in order to provide funds to finance the Bond Financed Improvements.

**Section 4.** The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay the costs of the Bond Financed Improvements, including construction costs and all costs incidental to, or connected with, the accomplishment of said purpose and of the financing thereof, as permitted by Section 11.27.30.3 of the Act.

**Section 5.** The maximum amount of the proposed debt to be incurred in order to provide funds to finance the Bond Financed Improvements is \$14,000,000.

**Section 6.** The City Council hereby fixes Wednesday, February 14, 2001, at 10:00 a.m., or as soon thereafter as the City Council may reach the matter, at 200 North Main Street, Room 300, Los Angeles, California, as the time and place when and where the City Council will conduct a public hearing on the issuance of the proposed debt.

**Section 7.** The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of Landscaping and Lighting District 96-1, pursuant to Section 6061 of the California Government Code. The publication of said notice shall be completed at least ten days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 11.27.30.4 of the Act.

**Section 8.** The Director of the Office of Administrative and Research Services, any Assistant Director of the Office of Administrative and Research Services, the City Attorney of the City, any Deputy City Attorney of the City, the City Clerk of the City and any Deputy City Clerk of the City or his or her designee are hereby authorized and directed, for and in the name and on behalf of the City to take such actions, and to execute such documents, agreements and certificates as may be necessary to effectuate the purposes of this Resolution.

**Section 9.** This Resolution shall take effect immediately upon its passage.

**PASSED and ADOPTED** by the Council of the City of Los Angeles this \_\_\_\_ day of \_\_\_\_\_, 2001, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED AS TO FORM AND LEGALITY**

JAMES K. HAHN, City Attorney

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

Colin W. Chiu  
Assistant City Attorney

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting on \_\_\_\_\_, 2001.

J. MICHAEL CAREY, City Clerk

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

Deputy City Clerk

C.F. 00-0531 and 00-0488

Exhibit A

Bond Financed Improvements

<u>FACILITY</u>	<u>PROJECT</u>	<u>COUNCIL DISTRICT</u>
Cabrillo Aquarium	Expand and enhance education wing to include more teaching labs, discovery lab, collection storage and water system improvements	Regional
Los Angeles Zoo	Construct and develop a Children's Discovery Center	Regional
Green Meadows	Construct modern recreation center; sportsfield improvements; fencing	8
El Centro del Pueblo	Renovate existing facilities and expand recreation center	13
Children's Museum	Build Children's Museum	Regional

# **ATTACHMENT C**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
LOS ANGELES DECLARING OFFICIAL INTENT OF THE  
CITY OF LOS ANGELES TO REIMBURSE CERTAIN  
EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS  
AND AMENDING THE ORIGINAL REIMBURSEMENT  
RESOLUTION**

**WHEREAS**, the voters of the City of Los Angeles (the "City") have formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements (the "Improvements") described in Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City on November 5, 1996;

**WHEREAS**, the City expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with certain of the Improvements payable pursuant to the Ordinance out of the Parks Assessment Fund established pursuant to the Ordinance (the "Bond Financed Improvements"), prior to the issuance of indebtedness for the purpose of financing costs associated with the Bond Financed Improvements on a long-term basis;

**WHEREAS**, on June 13, 2000, the City Council adopted a Resolution (C.F. 00-0531 and 00-0488) entitled "A Resolution of the City Council of the City of Los Angeles Declaring Official Intent of the City of Los Angeles to Reimburse Certain Expenditures from Proceeds of Bonds to be Issued in 2000-01" (the "Original Reimbursement Resolution"), declaring its intention to use proceeds of bonded indebtedness to be incurred in March 2001 in the approximate amount of \$11,000,000, to reimburse prior expenditures for certain of the Improvements described in the Assessment Ordinance and listed on Exhibit A attached thereto;

**WHEREAS**, the Original Reimbursement Resolution did not contemplate that proceeds of indebtedness to be incurred in March 2001 would be used to finance improvements relating to a children's museum (as more specifically described in the Assessment Ordinance, the "Children's Museum"), or to reimburse Reimbursement Expenditures in connection with the Children's Museum (the "Children's Museum Reimbursement Expenditures");

**WHEREAS**, the City desires to declare such reasonable official intent with respect to the reimbursement of the Children's Museum Reimbursement Expenditures in accordance with Section 1.150-2 of the Treasury Regulations; and

**WHEREAS**, the City is authorized to undertake all of the above pursuant to its Charter and the Constitution and other applicable laws of the State of California;



**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Los Angeles does determine and order as follows:

**Section 1.** The recitals herein above set forth are true and correct, and the Council of the City so finds.

**Section 2.** The City hereby declares its official intent to use proceeds of indebtedness to reimburse the Children's Museum for Children's Museum Reimbursement Expenditures. This declaration is made solely for the purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration is not intended to, and shall not, bind the City to make any expenditure, incur any indebtedness, or proceed with the Bond Financed Improvements.

**Section 3.** The Resolution (C.F. 00-0531 and 00-0488) adopted by the City Council on June 13, 2000, the Original Reimbursement Resolution, is hereby amended to the extent that this Resolution provides for compliance with the requirements of Section 1.150-2 of the Treasury Regulations with respect to the Children's Museum Reimbursement Expenditures.

**Section 4.** The City hereby declares that it will make a reimbursement allocation, which will be a written allocation by the City, that evidences the City's use of proceeds of the indebtedness to reimburse a Children's Museum Reimbursement Expenditure, no later than 18 months after the later of the date on which such expenditure is paid or the children's museum is placed in service or abandoned, but in no event more than three years after the date on which the Children's Museum Reimbursement Expenditure is paid. The City hereby recognizes that exceptions are available for certain "Preliminary Expenditures," costs of issuance and certain de minimis amounts pursuant to Section 1.150-2 of the Treasury Regulations. The City hereby further recognizes that the effective date regarding the Children's Museum Reimbursement Expenditures for purposes of such Section 1.150-2 is the date of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon its passage.

**PASSED and ADOPTED** by the Council of the City of Los Angeles this 26<sup>th</sup> day of January, 2001, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

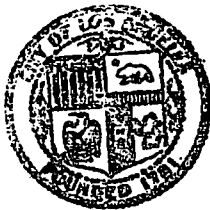
**APPROVED AS TO FORM AND LEGALITY**

JAMES K. HAHN, City Attorney

By: \_\_\_\_\_  
Colin W. Chiu  
Assistant City Attorney

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting on January 26, 2001.

J. MICHAEL CAREY, City Clerk



By: Josefina S. Reyes  
Deputy City Clerk

C.F. 00-0531 and 00-0488

J. MICHAEL CAREY  
City Clerk

CITY OF LOS ANGELES  
CALIFORNIA



Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705

When making inquiries  
relative to this matter  
refer to File No.

00-0488  
00-0531

RICHARD J. RIORDAN  
MAYOR

PLACE IN FILES

JUN 23 2000

DEPUTY

June 20, 2000

Honorable Richard Riordan, Mayor  
City Administrative Officer  
Chief Legislative Analyst  
City Attorney  
Department of Recreation and Parks  
Office of the City Clerk

Controller: Room 1200  
Accounting Division F&A  
Disbursement Division  
Department of General Services  
L.A. for Kids Steering Committee

RE: TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (TEFRA) HEARING AND  
RESOLUTIONS RELATIVE TO THE LOS ANGELES CHILDREN'S MUSEUM AND THE EL  
CENTRO DEL PUEBLO YOUTH AND FAMILY CENTER, AND RELATED MATTERS

At the meeting of the Council held June 13, 2000, the following  
action was taken:

Attached report adopted .....	_____
Attached motion ( - ) adopted.....	_____
Attached 2 resolutions adopted.....	_____ X _____
Mayor concurred.....	_____
FORTHWITH.....	_____ X _____
Ordinance adopted.....	_____
Ordinance number.....	_____
Effective date.....	_____
Publication date.....	_____
Mayor approved.....	_____
Mayor vetoed.....	_____
Motion adopted to approve attached report.....	_____

*J. Michael Carey*

City Clerk  
crm

steno\000488

*FF*  
*At 6:23-00*



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF LOS ANGELES DECLARING OFFICIAL INTENT OF  
THE CITY OF LOS ANGELES TO REIMBURSE CERTAIN  
EXPENDITURES FROM PROCEEDS OF  
BONDS TO BE ISSUED IN 2000-01**

**WHEREAS**, the voters of The City of Los Angeles (the "City") have formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements pursuant to in Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City on November 5, 1996;

**WHEREAS**, the City expects to pay certain expenditures (the "Expenditures"), beginning no earlier than 60 days prior to the date of adoption of this Resolution, in connection with the acquisition, construction, and equipping of the park, recreation and community facilities and improvements generally described in Exhibit A (the "Improvements"); and

**WHEREAS**, the City Council has determined that those monies previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of one or more issues of tax-exempt bonds (the "Bonds"); and

**WHEREAS**, the City reasonably expects that Bonds of approximately \$11,000,000 will be issued in fiscal year 2000-01 for the Improvements; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to reimburse prior expenditures for the Improvements with proceeds of a subsequent borrowing.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of The City of Los Angeles determines and orders as follows:

**Section 1.** The City hereby declares its official intent to use proceeds of Bonds to reimburse itself for the Expenditures. This declaration is made solely for the purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration is not intended to, and shall not, bind the City to make any expenditure, incur any indebtedness, or proceed with the Improvements.

**Section 2.** The maximum principal amount of the Bonds expected to be issued is \$11,000,000.

**Section 3.** This Resolution shall take effect immediately upon its passage.

I certify that the foregoing Resolution was adopted by the City Council of The City of Los Angeles at its meeting on JUN 13 2000, 2000.



J. MICHAEL CAREY, City Clerk

By:   
Deputy City Clerk

C.F. 00-0531 and 00-0488

Exhibit A

2000-01 Bond Financed Improvements

<u>FACILITY</u>	<u>PROJECT</u>	<u>COUNCIL DISTRICT</u>
Cabrillo Aquarium	Expand and enhance education wing to include more teaching labs, discovery lab, collection storage and water system improvements	Regional
Los Angeles Zoo	Construct and develop a Children's Discovery Center	Regional
Green Meadows	Construct modern recreation center, sportsfield improvements, fencing	8
El Centro del Pueblo	Renovate existing facilities and expand recreation center	13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF LOS ANGELES DECLARING OFFICIAL INTENT OF  
THE CITY OF LOS ANGELES TO REIMBURSE CERTAIN  
EXPENDITURES FROM PROCEEDS OF  
BONDS TO BE ISSUED IN 2001-02**

**WHEREAS**, the voters of The City of Los Angeles (the "City") have formed an assessment district ("Landscaping and Lighting District 96-1") pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act") for the purpose of acquiring and constructing certain park, recreation and community facilities and improvements pursuant to in Referendum Ordinance K for City-wide Parks, Recreation and Community Facilities Assessment adopted by the voters of the City on November 5, 1996;

**WHEREAS**, the City expects to pay certain expenditures (the "Expenditures"), beginning no earlier than 60 days prior to the date of adoption of this Resolution, in connection with the acquisition, construction, and equipping of the park, recreation and community facilities and improvements generally described in Exhibit A (the "Improvements"); and

**WHEREAS**, the City Council has determined that those monies previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of one or more issues of tax-exempt bonds (the "Bonds"); and

**WHEREAS**, the City reasonably expects that Bonds of approximately \$17,500,000 will be issued in fiscal year 2001-02 for the Improvements; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to reimburse prior expenditures for the Improvements with proceeds of a subsequent borrowing.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of The City of Los Angeles determines and orders as follows:

**Section 3.** The City hereby declares its official intent to use proceeds of Bonds to reimburse itself for the Expenditures. This declaration is made solely for the purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration is not intended to, and shall not, bind the City to make any expenditure, incur any indebtedness, or proceed with the Improvements.

**Section 4.** The maximum principal amount of the Bonds expected to be issued is \$17,500,000.

**Section 3.** This Resolution shall take effect immediately upon its passage.

I certify that the foregoing Resolution was adopted by the City Council of The City of Los Angeles at its meeting on JUN 13 2000, 2000.

J. MICHAEL CAREY, City Clerk



By:   
Deputy City Clerk

C.F. 00-0531 and 00-0488



Exhibit A

2001-02 Bond Financed Improvements

<u>FACILITY</u>	<u>PROJECT</u>	<u>COUNCIL DISTRICT</u>
Children's Museum	Build Children's Museum	Regional
Los Angeles Zoo	Construct and develop a Children's Discovery Center	Regional
Griffith Observatory	Implementation of Master Plan improvements	Regional

COUNCIL VOTE

13-Jun-00 10:37:34 AM, #1

ITEM NO. (3)

Voting on Item(s): 3

Roll Call

BERNSON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Absent
GOLDBERG	Yes
HERNANDEZ	<del>Yes</del> Absent
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PADILLA	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Absent
WACHS	Yes
WALTERS	<del>Yes</del> Absent
*FERRARO	Yes

Present: 13, Yes: 13 No: 0

11 11

# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
() Against proposal  
( ) General comments

Name: JEB BRIGHOUSE

Business or Organization Affiliation: Ø

Address: 22410 LAKE SHORE AVE LA CA 90039  
Street City State Zip

Business phone: 323-663-6356 Representing: self

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

## **NOTICE OF LOBBYING REGISTRATION**

If you are receiving compensation to make this appearance, the City's municipal lobbying ordinance (L.A.M.C. Section 48.01 et seq., as amended) may require you to register and report your lobbying activity. For more information about the City's lobbying law, contact the City Ethics Commission at (213) 237-0310, by fax at (213) 485-1093 or at 201 N. Los Angeles St., L.A. Mall, Suite 2, Los Angeles, CA 90012.

Information about lobbying the City of Los Angeles may also be found on the Internet by accessing the Ethics Commission site on the City of Los Angeles "home page" located at <http://www.ci.la.ca.us>

# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/2000

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the CITY COUNCIL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
 Against proposal  
Name: RICHARD GRAY ( ) General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: 1832 SUNSET BLVD L.A. CA 90026  
Street City State Zip

Business phone: 213 4837286 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No.  
# 3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal

Name: Robert Aguayo ( ) Against proposal  
( ) General comments

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St., L.A. CA. 90026  
Street City State Zip

Business phone: ~~818~~ 483-6335 Representing: El Centro

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No.  
# 3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal  
(  ) Against proposal  
(  ) General comments

Name: Robert Aguayo

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St., L.A. CA. 90026  
Street City State Zip

Business phone: ~~818~~ 483-6335 Representing: El Centro

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6-13-00

Council File No., Agenda Item, or Case No.  
# 3

I wish to speak before the CITY COUNCIL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: SANDRA FIGUEROA

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST LA CAL 90026  
Street City State Zip

Business phone: 483-6335 Representing: EL CENTRO DEL PUEBLO

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

# CITY OF LOS ANGELES SPEAKER CARD

Date

6-13-00

Council File No., Agenda Item, or Case No.

# 3

I wish to speak before the

CITY COUNCIL

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal

- ( ) Against proposal  
( ) General comments

Name: SANDRA FIGUEROA

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST LA CAL 90026  
Street City State Zip

Business phone: 483-6335 Representing: EL CENTRO DEL PUEBLO

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
~~#~~ Prop - K Item #3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Michael Guerra

Business or Organization Affiliation: Elcentro Del Pueblo

Address: 1157 Lemoyne St. L.A. CA 90026  
Street City State Zip

Business phone: ~~██████~~ (213) 483-6335 Representing: Item #3

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
~~10~~ Prop. K Item #3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  
 For proposal  
 Against proposal  
 General comments

Name: Michael Guerra

Business or Organization Affiliation: Elcentro Del Pueblo

Address: 1157 Lemoyne St. L.A. CA 90026  
Street City State Zip

Business phone: ~~483-6335~~ <sup>(213)</sup> 483-6335 Representing: Item #3

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

## **NOTICE OF LOBBYING REGISTRATION**

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# CITY OF LOS ANGELES SPEAKER CARD

Date

6/13/00

Council File No., Agenda Item, or Case No.

Prop. K Item #3

I wish to speak before the

City Council - Prop K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?

- For proposal
- Against proposal
- General comments

Name: GILBERT FERNANDEZ

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST, L.A., CA 90026  
Street City State Zip

Business phone: 2094836335 Representing: Item #3

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
Prop. K Item # 3

I wish to speak before the City Council - Prop K  
Name of City Agency, Department, Committee, or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: GILBERT FERNANDEZ

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1857 LEMOYNE ST. L.A. CA 90026  
Street City State Zip

Business phone: 213/483-6335 Representing: Item # 3

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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## **NOTICE OF LOBBYING REGISTRATION**

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# CITY OF LOS ANGELES SPEAKER CARD

Date

6-13-00

Council File No., Agenda Item, or Case No.

#3

I wish to speak before the

CITY CONCL

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal

( ) Against proposal

( ) General comments

Name: MICHAEL CARREON

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST LA CAL 90026

Street

City

State

Zip

Business phone: 213-483-6335 Representing: EL CENTRO DEL PUEBLO

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

6-13-00

Council File No., Agenda Item, or Case No.

#3

I wish to speak before the CITY CONCL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
Name: MICHAEL CARREON  General comments

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST LA CAL 90026  
Street City State Zip

Business phone: 213 483-6335 Representing: EL CENTRO DEL PUEBLO

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Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date  
06/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Juan Alcegar

Business or Organization Affiliation: ECDP

Address: 1157 Lemoyne L.A. Ca 90026  
Street City State Zip

Business phone: (212) 488-6335 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
06/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Juan Alcaraz

Business or Organization Affiliation: ECDP

Address: 1157 Lemoyne L.A. CA 90025  
Street City State Zip

Business phone: (212) 483-6335 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

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Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date

6/13/00

Council File No., Agenda Item, or Case No.

# 3

I wish to speak before the

City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Name: El Centro Del pueblo Fernando Chacon  Against proposal  
 General comments

Business or Organization Affiliation: (Not-profit) EL Centro Del pueblo

Address: 1157 Lemayne St. LA CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

6/13/00

Council File No., Agenda Item, or Case No.

# 3

I wish to speak before the

City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Name: El Centro Del pueblo Fernando Chacon  Against proposal  
 General comments

Business or Organization Affiliation: Not profit: El Centro Del pueblo

Address: 1157 Lemayne St. LA CA 90026  
Street City State Zip

Business phone: (013)483-6335 Representing: \_\_\_\_\_

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

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Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date

6/13/00

Council File No., Agenda Item, or Case No.

3

I wish to speak before the

city council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: GEORGE A. MATOS

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Wenhaven St Los Angeles CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: item 3

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

6/13/00

Council File No., Agenda Item, or Case No.

3

I wish to speak before the

City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: GEORGE A. MATOS

Business or Organization Affiliation: City of Los Angeles

Address: 1575 Hollywood Blvd Los Angeles CA 90028  
Street City State Zip

Business phone: 213-475-7755 Representing: Item 3

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Michelle Perez

Business or Organization Affiliation: ECDR

Address: 1157 Lemoyne St Los Angeles CA 90024  
Street City State Zip

Business phone: (213) 463-6335 Representing: item 3

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

Council-File No., Agenda Item, or Case No.  
3

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Alfred Vitez

Business or Organization Affiliation: \_\_\_\_\_

Address: 5744 York \_\_\_\_\_  
Street City State Zip

Business phone: 740-355 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6.13.00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Pedro Garaito

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Levenye L.A. CA. 90076  
Street City State Zip

Business phone: 213/483-6335 Representing: El Centro Del Pueblo

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6.13.00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Name: Pedro Garaito  Against proposal  
 General comments

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lawrence L.A. CA. 90026  
Street City State Zip

Business phone: 213/483-6335 Representing: El Centro Del Pueblo

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No. 3

I wish to speak before the Council Prop K.  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Ramos, Rosamery

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 Lemoyne St S.A.C.A  
Street City State Zip

Business phone: (213) 483-6335 Representing: El Centro - Prop-K.

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the Council Prop K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
Name: Ramos, Rosamery  General comments

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 Lemayne St LA CA  
Street City State Zip

Business phone: 213 483-6335 Representing: El Centro - Prop-K

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the PROP K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Eduar Gonzalez

Business or Organization Affiliation: El centro del pueblo

Address: 1157 Lemoine st LA CA  
Street City State Zip

Business phone: (213) 483-6335 Representing: El centro-prop-K

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the PLC K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Est. C. Gonzalez

Business or Organization Affiliation: El Pueblo del Pueblo

Address: 157 Lemoine St LI CA  
Street City State Zip

Business phone: (213) 443-6335 Representing: El Pueblo del Pueblo

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Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/3/00

Council File No., Agenda Item, or Case No.  
13

I wish to speak before the Prop. K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Avalos Jessica

Business or Organization Affiliation: El centro Del Poedolo

Address: 1157 Lemoyne St L.A, CA

Business phone: (213) 483-6355 City State Zip  
Representing: El centro - prop. K

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

Council File No., Agenda Item, or Case No.

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
Name: \_\_\_\_\_ ( ) General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

Council File No., Agenda Item, or Case No.

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

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

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No.  
#3

I wish to speak before the City Prop. K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal  
( ) Against proposal  
( ) General comments

Name: Lina Gonzalez

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St L.A, CA  
Street City State Zip

Business phone: (213) 483-6335 Representing: El centro - Prop - K

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
# 3

I wish to speak before the CITY PROP-K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal  
( ) Against proposal  
( ) General comments

Name: Lina GONZALEZ

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St L.A. CA  
Street City State Zip

Business phone: (213) 483-6335 Representing: El Centro - Prop-K

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/2000

Council File No., Agenda Item, or Case No. # 3

I wish to speak before the PROP K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Pablo Rivera

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoyne St. Los Angeles CA 90026  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/2000

Council File No., Agenda Item, or Case No. #3

I wish to speak before the PROP K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Pablo Rivera

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemayn St Los Angeles CA 90026  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
0/13/00

Council File No., Agenda Item, or Case No.  
#3

I wish to speak before the PROP K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: CAROLINA GONZALEZ

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoyme St. Los Angeles, CA 90026  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date: 0/13/00,

Council File No., Agenda Item, or Case No.  
# 3

I wish to speak before the PROP K  
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 Against proposal  
 General comments

Name: CAROLINA GONZALEZ

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoore St. Los Angeles, CA 90026  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No. # 3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Victoria I Villegas

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St LA Calif 90020  
City State Zip

Business phone: (213) 4836335 Representing: Prop K Item # 3

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: void Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No. # 3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Victoria I. Villegas

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemayne St L.A. Calif 90026  
(213) Street City State Zip

Business phone: 4836335 Representing: Prop K Item # 3

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: Victoria I. Villegas Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
#3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Ivan Nova

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST LA CA 90028  
Street City State Zip

Business phone: (213) 483-6335 Representing: ITEM #3

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
#3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Juan Nova

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST L.A CA 90028  
Street City State Zip

Business phone: (213) 483-6335 Representing: ITEM #3

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6-13-2000

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the CITY COUNCIL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
Name: FRANKIE FRANCO ( ) General comments

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST. LA CA 90026  
Street City State Zip

Business phone: 483-6335 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6.13.2000

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the CITY COUNCIL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

Name: FRANKIE FRANCO ( ) Against proposal  
( ) General comments

Business or Organization Affiliation: EL CENTRO DEL PUERTO

Address: 115 LEMOYNE ST. LA CA 90026  
Street City State Zip

Business phone: 413 1335 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/00

Council File No., Agenda Item, or Case No.  
#3

I wish to speak before the Prop K  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
( ) Against proposal  
( ) General comments

Name: Rosie Dela Riva

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoyne ST LA CA 90026  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date  
6/13/20

Council File No., Agenda Item, or Case No.  
#3

I wish to speak before the Prop 13  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: POUCE DALARIN

Business or Organization Affiliation: L.I. ...

Address: 157 Lemay St LI CA 90026  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the CITY COUNCIL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: MIGUEL MAGALLON

Business or Organization Affiliation: SEM TRO DEL PUEBLO

Address: 1157 Lemoyne St LA CA 90026  
Street City State Zip

Business phone: (137) 483-6335 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the CITY COUNCIL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: MIGUEL MAGALLON

Business or Organization Affiliation: SER. JOSE EL PLIEGO

Address: 1157 Lemoine St. LA CA 90026  
Street City State Zip

Business phone: (137) 483-6335 Representing: \_\_\_\_\_

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Date 6/13/00

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I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

- Against proposal
- General comments

Name: AXCEL MANAN POZOS

Business or Organization Affiliation: El Centro del pueblo

Address: 1157 LEMOYNE LA CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

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Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date 6/13/00

Council File No., Agenda Item, or Case No. #3

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: AXCEL MARIN PEREZ

Business or Organization Affiliation: El Centro del pueblo

Address: 1157 LEMOYNE LA CA 90026  
Street City State Zip

Business phone: (213) 983-6335 Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
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I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
Name: \_\_\_\_\_ ( ) General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date 7/13/00

Council File No., Agenda Item, or Case No.

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
Name: \_\_\_\_\_  General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

Council File No., Agenda Item, or Case No.

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
Name: \_\_\_\_\_ ( ) General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date 1/13/11

Council File No., Agenda Item, or Case No. #3

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

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

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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Date

Council File No., Agenda Item, or Case No.

I wish to speak before the \_\_\_\_\_  
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Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
Name: \_\_\_\_\_ ( ) General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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Date \_\_\_\_\_

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( ) Against proposal  
Name: \_\_\_\_\_ ( ) General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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J. MICHAEL CAREY  
City Clerk

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705

When making inquiries  
relative to this matter  
refer to File No.

00-0531 & 00-0488

PLACE IN FILES

JUN 02 2000

DEPUTY *gc*

May 31, 2000

Honorable Mayor Richard Riordan  
City Administrative Officer  
Chief Legislative Analyst  
City Attorney  
Department of Recreation & Parks  
City Clerk's Office

Controller, Room 1200  
Accounting Division F&A  
Disbursement Division  
Department of General Services  
L.A. for Kids Steering Committee

RE: SITE SELECTION, ENVIRONMENTAL DOCUMENTS, LEASES, AND BOND APPROVALS  
NECESSARY FOR THE LOS ANGELES CHILDREN'S MUSEUM AND THE EL CENTRO DEL  
PUEBLO YOUTH AND FAMILY CENTER

At the meeting of the Council held May 24, 2000, the following  
action was taken:

Ordinance adopted.....	<u>          X          </u>
Attached resolution adopted .....	<u>          X          </u>
Attached motion adopted (Feuer - Padilla).....	<u>          X          </u>
Motion adopted to approve attached report as amended.....	<u>          X          </u>
To the Mayor FORTHWITH.....	<u>          X          </u>
Ordinance Number.....	<u>          173309          </u>
Posted date.....	<u>          05/26/00          </u>
Effective date.....	<u>          07/05/00          </u>
Mayor approved.....	<u>                          </u>
Mayor concurred.....	<u>          05/25/00          </u>
Mayor failed to act - deemed approved.....	<u>                          </u>
Findings adopted.....	<u>                          </u>
Mitigated Negative Declaration adopted.....	<u>          X          </u>
Categorically exempt.....	<u>                          </u>

*J. Michael Carey*  
City Clerk  
vdw

steno\000531

*FF*  
*6200*



Mayor's Time Stamp

RECEIVED

'00 MAY 25 AM 8:45

DEPUTY MAYOR

4

RECEIVED  
CITY CLERK'S OFFICE  
City Clerk's Time Stamp

00 MAY 25 AM 8:35

CITY CLERK  
BY \_\_\_\_\_  
DEPUTY

FORTHWITH

**SUBJECT TO MAYOR'S APPROVAL**

COUNCIL FILE NO. 00-0531 and 00-0488

COUNCIL DISTRICT NO. \_\_\_\_\_

COUNCIL APPROVAL DATE May 24, 2000

RE: SITE SELECTION, ENVIRONMENTAL DOCUMENTS, LEASES, AND BOND APPROVALS  
NECESSARY FOR THE LOS ANGELES CHILDREN'S MUSEUM AND THE EL CENTRO DEL  
PUEBLO YOUTH AND FAMILY CENTER

JUN 05 2000

LAST DAY FOR MAYOR TO ACT \_\_\_\_\_  
(10 Day Charter requirement as per LAAC Section 14.7)

**DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY**


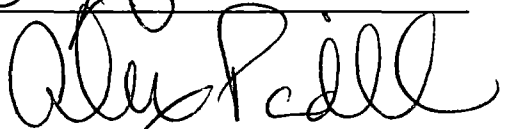
APPROVED  
\_\_\_\_\_

\*DISAPPROVED  
\_\_\_\_\_

\*Transmit objections in  
writing pursuant to LAAC  
Section 14.7

DATE OF MAYOR APPROVAL OR DISAPPROVAL

MAY 25 2000

  
MAYOR  


MAY 26 2000

BY \_\_\_\_\_  
CITY CLERK  
Deputy

RECEIVED  
CITY CLERK'S OFFICE  
00 MAY 26 AM 10:32

Mayor's Time Stamp

TIME LIMIT FILES  
ORDINANCES

RECEIVED  
CITY CLERK'S OFFICE  
Time Stamp  
00 MAY 25 AM 8:35  
BY  
CITY CLERK  
DEPUTY

RECEIVED

00 MAY 25 AM 8:37

DEPUTY MAYOR

FORTHWITH

COUNCIL FILE NUMBER 00-0531 et al. COUNCIL DISTRICT \_\_\_\_\_

COUNCIL APPROVAL DATE May 24, 2000 LAST DAY FOR MAYOR TO ACT JUN 05 2000

ORDINANCE TYPE:  Ord of Intent  Zoning  Personnel  General  
 Improvement  LAMC  LAAC  CU or Var Appeals - CPC No \_\_\_\_\_

SUBJECT MATTER: SITE SELECTION, ENVIRONMENTAL DOCUMENTS, LEASES, AND BOND APPROVALS NECESSARY FOR THE LOS ANGELES CHILDREN'S MUSEUM AND THE EL CENTRO DE PUEBLO YOUTH AND FAMILY CENTER

APPROVED DISAPPROVED

PLANNING COMMISSION	_____	_____
DIRECTOR OF PLANNING	_____	_____
CITY ATTORNEY	<u>X</u>	_____
CITY ADMINISTRATIVE OFFICER	<u>X</u>	_____
OTHER: _____	_____	_____

RECEIVED  
CITY CLERK'S OFFICE  
00 MAY 25 PM 1:05  
BY  
CITY CLERK  
DEPUTY

MAY 25 2000

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR \*VETO: \_\_\_\_\_  
\*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR MAY 25 2000 ORDINANCE NO. 173309

DATE PUBLISHED \_\_\_\_\_ DATE POSTED MAY 26 2000 EFFECTIVE DATE JUL 05 2000

ORD OF INTENT: HEARING DATE \_\_\_\_\_ ASSESSMENT CONFIRMATION \_\_\_\_\_

ORDINANCE FOR DISTRIBUTION: Yes [ ] No [ ]

ORDINANCE NO. 173309

POSTED

An ordinance consenting to the lease of certain real property under the control of the Department of Recreation and Parks to the Los Angeles Children's Museum for development of a Children's Museum with a major emphasis on environmental education.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

**Section 1.** The Council of the City of Los Angeles hereby finds and determines that the public interest and necessity require the lease of certain property under the control of the Department of Recreation and Parks, which property is described in Section 2 of this Ordinance, and consents to such lease subject to the terms and conditions set forth in the lease.

**Sec. 2.** On May 22, 2000, the Board of Recreation and Park Commissioners considered and approved a draft lease between the Los Angeles Children's Museum and the City of Los Angeles and adopted a Resolution authorizing, and requesting that the City Council approve by ordinance, the fifty (50) year lease for the purpose of constructing and operating a children's museum on the site. Said draft lease is attached hereto as Exhibit A and incorporated herein. The properties to be leased, including the potential future lease of land which may be transferred from the jurisdiction of the Library Department and from the jurisdiction of the Board of Public Works, are hereinafter fully described in Exhibit B which is attached hereto and incorporated herein.

**Sec. 3.** The Department of General Services, with the assistance of the City Attorney, is authorized to draft the necessary documents to accomplish the purposes of this lease including the lease and an operating agreement or similar agreement for the operation and potential joint use of the premises being leased to the Los Angeles Children's Museum. The President and Secretary of the Board of Recreation and Park Commissioners of the City of Los Angeles are authorized to execute the lease and related documents and the City Clerk is authorized to attest thereto and to affix the City Seal, all subject to the approval of the City Attorney, to effect this land transfer.

**Sec. 4.** The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

EXHIBIT A

DISCUSSION DRAFT - MAY 23, 2000

GROUND LEASE SUMMARY

For information purposes only - not part of Lease

CF NO.: 00-0488 and 00-0531

Council Approval Date:

PREMISES: Children's Museum of Los Angeles - Hansen Dam Site  
ADDRESS: Adjacent to the Hansen Dam Recreation Area

CITY  
ATTORNEY  
SIGNATURE:

LANDLORD: CITY OF LOS ANGELES  
City Attorney/Patricia V. Tubert/Gary T. Rowse  
Department of Recreation and Parks  
Client: Board of Recreation and Park Commissioners

TENANT: CHILDREN'S MUSEUM OF LOS ANGELES, a California nonprofit public benefit corporation  
310 North Main Street, Los Angeles, California 90012  
Telephone: (213) 687-8800 Fax: (213) 687-0319  
Corporate No.: 903134  
Registered Agent: Sally Thompson, same address  
Chairman: Douglas Ring, 11372 W. Olympic Blvd., Suite 828, Los Angeles, California 90064

TERM: 50 years  
Commencing upon execution

RENT: \$1.00 per year and covenant to operate as a children's museum with a focus on environmental education,  
on a nonprofit basis

**GROUND LEASE**  
BETWEEN CITY OF LOS ANGELES AND  
CHILDREN'S MUSEUM OF LOS ANGELES

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**GROUND LEASE**  
BETWEEN CITY OF LOS ANGELES AND  
CHILDREN'S MUSEUM OF LOS ANGELES

**ARTICLE 1. BASIC LEASE PROVISIONS**

1.1 **Parties.** This Ground Lease ("Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2000, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord ("**CITY**"), and the CHILDREN'S MUSEUM OF LOS ANGELES, a California public benefit corporation ("**MUSEUM**"), with a principal mailing address at 310 North Main Street, Los Angeles, California 90012, as Tenant.

1.2 **Recitals.**

1.2.1. The City of Los Angeles owns and controls certain lands, known as the Hansen Dam Site. A portion of such lands are under the management and control of the Board of Recreation and Parks Commissioners ("**BOARD**"), and a portion is subject to a street vacation of Stonehurst Street between Osborne Street and the Hansen Dam Recreation Center; and

1.2.2. MUSEUM is a public benefit corporation formed for the purpose of establishing, developing, operating, and improving a children's museum; and

1.2.3. MUSEUM has special abilities in the areas of presentation, fund raising, education, community support and operations with respect to children's museums; and

1.2.4 CITY and MUSEUM desire to enter into a ground lease for the use of certain land adjacent to the Hansen Dam Recreation Area known as the Hansen Dam Site (as described in Exhibit A of this Lease), which lease shall set forth the duties, obligations, responsibilities, aims, and goals of the parties, for the specific purpose of providing a children's museum which emphasizes environmental awareness and education for the citizens of Los Angeles and surrounding communities ("**Children's Museum**").

1.3 **Definitions In Lease.** When used in this Lease, or any Exhibits to this Lease, except where a different definition is clearly and expressly given, the following words or phrases, capitalized as shown, shall mean:

1.3.1 **CITY.** The defined term "**CITY**" shall mean the City of Los Angeles, as Landlord of this Lease. Except where clearly and expressly provided otherwise in this Lease, any action to be taken by CITY

**DISCUSSION DRAFT - MAY 23, 2000**

1 may be taken for CITY by the General Manager as defined in Paragraph 1.3.3. Except where clearly and  
2 expressly provided otherwise in this Lease, the capacity of the City of Los Angeles in this Lease shall be as  
3 landlord, and any benefits, obligations, or restrictions conferred or imposed by this Lease on CITY shall be  
4 limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its  
5 governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and  
6 issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles  
7 pursuant to federal, state, or local law.

8 1.3.2. **DEPARTMENT.** The defined term "**DEPARTMENT**" shall mean the Department of  
9 Recreation and Parks of the City of Los Angeles.

10 1.3.3. **Execution Date.** The defined term "**Execution Date**" shall mean the date the Office of  
11 the City Clerk of Los Angeles attests this Lease.

12 1.3.4. **General Manager.** The defined term "**General Manager**" shall mean the General  
13 Manager of the Department of Recreation and Parks of the City of Los Angeles, or such successor  
14 position as the City Council of the City of Los Angeles may designate. The defined term "**General**  
15 **Manager**" shall also include any person designated by the General Manager to act on behalf of the  
16 General Manager.

17 1.3.5. **Hansen Dam Recreation Area.** The defined term "**Hansen Dam Recreation Area**" shall  
18 mean the land adjacent to Hansen Dam Site, which is owned by the United States Army Corps of  
19 Engineers and leased to the City of Los Angeles, Department of Recreation and Parks, located in the  
20 Sunland-Tujunga-Lakeview Terrace-Shadow Hills Community Plan District, Los Angeles, California.

21 1.3.6. **MUSEUM.** The defined term "**MUSEUM**" shall mean the Children's Museum of  
22 Los Angeles, a California public benefit corporation.

23 1.3.7. **Prop. K Grant Agreement.** The defined term "**Prop. K Grant Agreement**" shall mean  
24 the Proposition K Grant Agreement for Implementing Proposition K: L.A. for Kids Program to be  
25 entered into by the Los Angeles Children's Museum and the City of Los Angeles and which will be  
26 attached hereto as Exhibit D as soon as it is fully executed.

27 1.3.8. **Museum Commencement Date.** The "**Museum Commencement Date**" shall be the  
28 date that MUSEUM first commences the on-going operation of the Children's Museum to members  
29 of the general public.

ARTICLE 2. TERM

2.1. **Term.** The term of this Lease shall be for fifty (50) years, beginning on the Execution Date of this Lease and expiring at midnight of the day immediately prior to the fiftieth (50th) anniversary of the Execution Date ("Term"), unless previously terminated in accordance with other provisions of this Lease, such as default.

2.2. **Early Termination By MUSEUM.** In the event that at any time MUSEUM is no longer able to carry out the purposes of this Lease as set forth in this Lease because of (i) corporate incapacity, (ii) lack of funds, or (iii) changed conditions in general, then MUSEUM shall have the right to terminate this Lease upon one (1) year's prior written notice to CITY. In the event of the early termination of this Lease, the provisions of Section 16.1 of this Lease shall pertain and, if applicable, provisions of the Prop. K Grant Agreement regarding termination.

2.3. **Termination - Non-conforming Use.** Should the Premises cease to be used for the purpose as the Children's Museum, or should MUSEUM cease to operate or exist or maintain its nonprofit corporate status (temporary suspension of status for a period not exceeding six (6) months shall not be considered a failure to maintain status), or should the operations conducted not be in accordance with the statutes of the United States, State of California, the County of Los Angeles, or the City of Los Angeles, or should the Premises, at the reasonable discretion of the City Council, not be used for purposes of this Lease as set forth in Article 5, then CITY may terminate this Lease pursuant to Paragraph 15.2.1. MUSEUM's right to cure pursuant to Paragraph 15.2.1 shall be applicable to this Section 2.3. Should said termination be ordered, MUSEUM will peaceably surrender the Premises and will comply with all of the requirements of this Lease with regard to termination.

2.4. **Termination - Commencement Of Museum Operations.** If the Museum Commencement Date is not within sixty (60) months after the Execution Date, the BOARD may terminate this Lease at any time on or after the sixtieth (60th) month following the Execution Date upon sixty (60) days prior written notice to MUSEUM (which notice may be given only after the end of such sixtieth (60th) month, and provided that if MUSEUM thereafter has commenced good faith operation of the Children's Museum prior to the effective date of such notice, then such right to terminate shall expire and this Lease shall remain in full force and effect.

2.5. **Termination - Commencement Of Museum Construction.** If the Museum fails to commencement construction within forty-eight (48) months after the Execution Date, the BOARD may terminate this Lease at any time on or after the forty-eighth (48th) month following the Execution Date upon sixty (60) days prior written notice to MUSEUM (which notice may be given only after the end of such forty-eight (48th) month, and provided that if MUSEUM thereafter has commenced good faith construction of the Children's Museum prior to the effective date of such notice, then such right to terminate shall expire and this Lease shall remain in full force and effect.

**DISCUSSION DRAFT - MAY 23, 2000**

1           2.6. **Termination - Failure to Obtain Funding.** MUSEUM shall be responsible for raising \$7.5  
2 million in funds for the development of the Children's Museum at the Premises by June 30, 2002. If  
3 MUSEUM fails to provide the General Manager with satisfactory proof that the \$7.5 million is in a secured  
4 bank account or the subject of a governmental appropriation for the Children's Museum at the Hansen Dam  
5 Site, by such date, this Lease will automatically terminate, unless extended in writing by the BOARD no less  
6 than fifteen (15) days prior to June 30, 2002, and MUSEUM will peacefully surrender the Premises and will  
7 comply with all of the requirements of this Lease with regard to termination. The sufficiency of the proof  
8 submitted will be at the sole discretion of the General Manager subject to appeal to the BOARD whose  
9 decision shall be final.

10           2.7. **Termination - Failure to Enter Into Operating Agreement.** If prior to December 31, 2000,  
11 MUSEUM fails to reach an accord with CITY and execute an operating agreement, or similar agreement  
12 which governs the joint use of the Premises and the use of DEPARTMENT'S Prop. K funds, this Lease will  
13 automatically terminate, unless extended in writing by the BOARD no less than fifteen (15) days prior to  
14 December 31, 2000, and MUSEUM will peacefully surrender the Premises and will comply with all of the  
15 requirements of this Lease with regard to termination. The sufficiency of the proof submitted will be at the  
16 sole discretion of the General Manager subject to appeal to the BOARD whose decision shall be final.

17           2.8. **Holdover.** If MUSEUM, with CITY's written consent, remains in possession of the Premises  
18 after the expiration or termination of this Lease, such possession by MUSEUM shall be deemed to be a month-  
19 to-month tenancy terminable on thirty (30) days' prior written notice given at any time by either party. All  
20 provisions of this Lease except those pertaining to Term (Section 2.1) shall apply to the month-to-month  
21 tenancy. If MUSEUM holds over without CITY's written consent, or after the date in any notice given by CITY  
22 to MUSEUM terminating this Lease, MUSEUM shall be deemed to be a tenant at sufferance.

23           2.9. **Re-Leasing To MUSEUM.** In the event that MUSEUM is not then in default under this Lease,  
24 commencing two years prior to the scheduled expiration of the Term of this Lease, CITY agrees to consider  
25 re-leasing to MUSEUM the Premises upon provisions and conditions mutually acceptable to CITY and  
26 MUSEUM. The foregoing agreement, however, shall not be construed so as to obligate CITY to enter into  
27 such an agreement or any agreement not permitted by law or to impose any obligations on the Premises or  
28 either party if such obligations would violate the Rule against Perpetuities, sections 715 through 719 of the  
29 Civil Code, the City Charter, or any other applicable state or municipal statute, ordinance or regulation (as  
30 they may be revised from time to time).

31   **ARTICLE 3. CONSIDERATION AND FINANCING**

32           3.1. **Consideration.** The consideration for this Lease shall be the operation of a first-class Children's  
33 Museum as set forth in Section 5 of this Lease at the Premises, together with the attendant benefits to the  
34 people of the City of Los Angeles , plus the annual payment during the Term of this Lease of one dollar  
35 (\$1.00) by MUSEUM.

**DISCUSSION DRAFT - MAY 23, 2000**

1           3.2. **Financing.** The MUSEUM shall be required to finance the development, construction and  
 2 operation of a first-class Children's Museum for the uses set forth in Section 5 of this Lease at the Premises  
 3 under the following terms and conditions:

4                     3.2.1. **Prop. K Funds.** By no later than December 31, 2000, the BOARD and MUSEUM shall  
 5 enter into an operating agreement for the use of \$2.5 million of Proposition K funds currently  
 6 awarded to DEPARTMENT for the creation of an Environmental Awareness Center within the  
 7 Premises. The operating agreement will include provisions for the use of the money in conjunction  
 8 with other funds provided by MUSEUM for the environmental awareness component of the facilities  
 9 to by constructed within the Premises.

10                   3.2.2. **Additional Financing.** The operating agreement entered into by the BOARD and  
 11 MUSEUM shall contain a provision stating that MUSEUM shall be entitled to the DEPARTMENT'S  
 12 \$2.5 million Proposition K funds only after MUSEUM has secured an additional \$7.5 million for the  
 13 development of the Children's Museum at the Premises. The agreement shall further state that if  
 14 MUSEUM fails to secure such funding before June 30, 2002, the BOARD shall be under no obligation  
 15 to transfer its \$2.5 million in funding to MUSEUM and both the operating agreement and this Lease  
 16 will terminate without further obligations by CITY.

17   **ARTICLE 4. PREMISES**

18           4.1. **Premises.** CITY hereby leases to MUSEUM and MUSEUM leases from CITY the land in the  
 19 City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and  
 20 incorporated herein by this reference (map and legal description of "Premises") and commonly known as the  
 21 Hansen Dam Site, Los Angeles, California. The Premises are subject to all existing easements and any other  
 22 restrictions of record. However, should the City Council of the City of Los Angeles adopt an ordinance  
 23 vacating that portion of Stonehurst Avenue depicted in Exhibit A and described in Exhibit A-1, and MUSEUM  
 24 complies with all the conditions for the vacation and the Board of Public Works resolves to transfer the  
 25 ownership of the vacated street to the DEPARTMENT, then such property shall automatically become part  
 26 of the Premises at said time as the street is fully vacated without need to amend this Lease. Additionally,  
 27 should the Library Department of the City of Los Angeles resolve to transfer it's ownership interest in the fee  
 28 to the vacated Stonehurst Avenue depicted in Exhibit A and described in Exhibit A-1 to the DEPARTMENT,  
 29 then such property shall automatically become part of the Premises at said time as the transfer is authorized  
 30 without need to amend this Lease.

31           4.2. **Acceptance Of Premises.** MUSEUM accepts the Premises on an "as is" basis as of the  
 32 Execution Date of this Lease, with no obligation of CITY to modify or alter the Premises.



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1 4.3. Reservation Of Mineral Rights And Air Rights. CITY hereby reserves all right, title, and interest  
2 in any and all gas, oil, minerals, and water beneath the Premises, below a plane five hundred (500) feet below  
3 the surface of the Premises, but without the right to use the surface of the Premises, or any area above a plane  
4 five hundred (500) feet below the surface of the Premises, for the extraction of such gas, oil, minerals, and  
5 water. CITY also reserves all right, title, and interest in any and all air rights above the Premises; provided,  
6 however, that any use of air rights by CITY shall not interfere with the public's and MUSEUM's ingress and  
7 egress to the Premises.

8 4.4. Communications Sites. CITY retains the exclusive right without compensation to MUSEUM  
9 to place, or to grant a license for others to place, one or more cellular or other communications equipment  
10 systems anywhere upon the Premises. CITY shall consult with MUSEUM with respect to the location and  
11 appearance of such equipment, but the final determination shall be made by CITY in its sole and absolute  
12 discretion; provided that any equipment shall not interfere with the public's and MUSEUM's ingress and  
13 egress to the Premises, or MUSEUM's operation of the Children's Museum. Nothing in this Section shall be  
14 construed to limit or prohibit MUSEUM's use of the Premises for MUSEUM's communications equipment for  
15 MUSEUM's personal use, and CITY shall require that any subsequently installed cellular or other  
16 communications equipment systems be installed and operated in a manner which does not interfere with  
17 MUSEUM's equipment. All such equipment shall be installed and operated in compliance with all applicable  
18 laws and regulations. CITY shall have the sole and exclusive right to collect and use any revenue or fees  
19 generated from the placement of such equipment. All costs related to the installation, maintenance, or  
20 operation of such equipment shall be the responsibility of CITY or CITY's licensee, including without  
21 limitation electrical power and other necessary utilities. CITY or CITY's licensee shall be financially  
22 responsible for and shall immediately commence and diligently pursue to completion any repair of damage  
23 to the Premises or the areas adjoining the Premises, or any contents thereof, caused by the installation,  
24 maintenance, or operation of such equipment. CITY or CITY's licensee shall have access to the Premises  
25 upon twenty-four (24) hours notice to MUSEUM for installation or maintenance purposes. In the event of an  
26 emergency requiring immediate access to the Premises, MUSEUM shall make every effort to accommodate  
27 the needs of CITY or CITY's licensee.

28 **ARTICLE 5. MUSEUM FUNCTIONS AND OPERATION**

29 5.1. Use. The permitted and required uses shall be as follows:

30 5.1.1. Children's Museum. The Premises shall be used for the purpose of a Children's  
31 Museum and operations and functions related to or incidental to such museum, including offices and  
32 storage, in conjunction with the DEPARTMENT's joint use for an environmental awareness center,  
33 including a meeting room/classroom for use of the DEPARTMENT and offices for DEPARTMENT staff.  
34 Any concession operations, including the sale of food and/or beverages, gifts, materials and supplies,  
35 shall be subject to prior approval by the General Manager, which shall not be unreasonably withheld  
36 or delayed.

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1           5.1.2. **Environmental Awareness Center.** A major focus of the use of the Premises shall be  
2 for an environmental awareness center which shall emphasize environmental education.

3           5.1.3. **Joint Use.** MUSEUM shall incorporate an environmental awareness component into  
4 the Children's Museum of Los Angeles - Hansen Dam Site in collaboration with the General Manager.  
5 DEPARTMENT shall have the following rights and obligations with respect to the development and operation  
6 of this component and use of the Premises for this component:

7           5.1.3.1. **Design.** MUSEUM shall design and construct the facilities on the Premises  
8 with the active and continuous input of DEPARTMENT. DEPARTMENT shall be a full  
9 participants in all design meetings.

10           5.1.3.2. **Environmental Education.** DEPARTMENT will participate in the design of  
11 environmental exhibits which shall be designed principally for children and developed with  
12 the intent that they be suitable for interpretation by DEPARTMENT rangers and by MUSEUM  
13 staff and/or docents. All future modifications to the environmental exhibits shall be as jointly  
14 agreed to by MUSEUM and DEPARTMENT.

15           5.1.3.3. **Classroom/Meeting Room.** The classroom/meeting room which shall be  
16 constructed on the Premises shall have direct access from outside of the museum and will be  
17 available for use by DEPARTMENT and the U.S. Army Corps of Engineer rangers during both  
18 daytime and evening hours for such activities as, but not limited to, a gathering place for group  
19 interactive walking tours of the Hansen Dam Recreation Area, classes, lectures and seminars  
20 and for use as a community meeting room.

21           5.1.3.4. **Amphitheater.** MUSEUM shall include an outdoor amphitheater for groups  
22 of up to fifty (50) persons suitable for presentations and discussions led by DEPARTMENT  
23 and/or U.S. Army Corps of Engineers rangers and MUSEUM staff and/or docents.

24           5.1.3.5. **Office Space.** MUSEUM shall include office space within the facility for use  
25 of up to six (6) City and/or U.S. Army Corps of Engineers rangers and/or DEPARTMENT staff  
26 which use shall be permitted under a sublease, operating agreement or similar agreement to  
27 be negotiated and executed by MUSEUM and the BOARD prior to release of DEPARTMENT's  
28 \$2.5 million of Proposition K funds.

29           5.1.3.6. **Ancillary Facilities.** MUSEUM will design and construct ancillary office  
30 support functions such as, but not limited to, locker areas, kitchen and photocopy services, if  
31 financially feasible, and will be shared by MUSEUM and DEPARTMENT.

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1                   5.1.3.7. **Cooperation Between MUSEUM and DEPARTMENT Staff.** MUSEUM and  
2 DEPARTMENT shall actively promote interaction between their staffs. Joint staff meetings will  
3 be scheduled and sharing information will be encouraged.

4                   5.1.3.8. **Army Corps of Engineers.** DEPARTMENT shall work closely with MUSEUM  
5 to help ensure that the Los Angeles Children's Museum Hansen Dam Environmental  
6 Awareness Center works in close concert with the current and planned facility components  
7 at the Hansen Dam Recreation Area such as, but not limited to, the swim and recreation lakes,  
8 the boundless playground, and the Valley Fair relocation. Additionally, DEPARTMENT will  
9 assist in ensuring that the Children's Museum of Los Angeles - Hansen Dam Site is consistent  
10 with the U.S. Army Corps of Engineers master plan for Hansen Dam and compatible with the  
11 Hansen Dam Feasibility Study.

12                   5.1.3.9. **Operating Agreement.** Prior to December 31, 2000, MUSEUM and the  
13 BOARD shall negotiate and execute an operating agreement governing the use, operation,  
14 maintenance and responsibilities of the joint use of the facilities to be constructed at the  
15 Premises.

16                   5.2. **Operation.** As partial consideration for the use of City-owned property, the Children's  
17 Museum shall be operated as a first-class children's museum conducted on a nonprofit basis. The exhibits  
18 of the Children's Museum at the Premises shall be open to the general public on a year-round basis at least  
19 two-hundred and fifty days per year and serving a minimum of two hundred and fifty thousand (250,000)  
20 patrons per year (in each case the year shall be from January 1 through December 31), with the overall  
21 operation schedule to be developed by mutual agreement of the General Manager and MUSEUM (see  
22 Section 12.2, regarding obligation after damage or destruction). MUSEUM shall post its operating schedule  
23 in a conspicuous place near the entrance to the Children's Museum and shall adhere to the posted hours of  
24 operation. Any changes in said operating schedule shall be posted for a reasonable period in advance of the  
25 date on which such changes are to take effect. MUSEUM shall operate the Children's Museum, develop  
26 educational activities, volunteer training, seminars and workshops, special education programs, library,  
27 outreach programs, additions to the Children's Museum's displays, and similar programs and events for the  
28 benefit of the general public, all to the extent the MUSEUM's fund-raising and staff commitments shall allow  
29 (nothing in this sentence shall be construed to modify MUSEUM's obligation to operate a first-class children's  
30 museum with a major focus on environmental education for a specified minimum number of hours per week,  
31 or the right of CITY to terminate this Lease for the failure to so operate).

32                   5.3. **Alcoholic Beverages.** The dispensing of beer, wine, or other intoxicating liquors shall not be  
33 permitted, except under such circumstances and conditions as may be approved in writing in advance by the  
34 General Manager.

35                   5.4. **Signs and Advertising.** Signage on the Premises and advertising shall be governed as follows:



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1 which indicate the gross receipts and disbursements received or made by MUSEUM from the operation of  
2 the Children's Museum and other activities on the Premises). Nothing in this Section shall require MUSEUM  
3 to maintain separate accounts or business records from its operations at the Premises or any other location  
4 which MUSEUM may operate during the Term of this Lease.

5  
6 **6.3. Inspection And Audit Of Records By CITY.** All documents, books and accounting records  
7 required to be maintained or retained under this Article shall be open for inspection and reinspection by CITY  
8 with reasonable prior notice during regular operating hours during the Term of this Lease and for a period  
9 of ten (10) years thereafter. In addition, CITY may from time to time conduct, at CITY's sole cost and expense,  
10 an audit or reaudit of the books and business conducted by MUSEUM with respect to MUSEUM's operations  
11 from the Premises and observe the operation of business so that accuracy of the above records can be  
12 confirmed. In addition, whether or not in connection with any audit, CITY shall have the right to inspect  
13 MUSEUM's federal and state income tax returns as filed along with any amendments or supplemental filings  
14 related thereto for the past two fiscal years.

15 **ARTICLE 7. COMPLIANCE WITH ALL LAWS AND REGULATIONS**

16 **7.1. Federal, State And Local Laws.** MUSEUM agrees that in achieving its goals as set forth in this  
17 Lease, it will comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or  
18 which are enacted or promulgated in the future by the City of Los Angeles, the County of Los Angeles, the  
19 State of California, and the Federal Government. MUSEUM shall also adhere to all rules and regulations that  
20 have been adopted or that may be adopted by the BOARD or any successor department, board or  
21 commission having jurisdiction over the Premises.

22 **7.2. Compliance With Americans With Disabilities Act.** MUSEUM agrees that as between  
23 MUSEUM and CITY, MUSEUM shall be responsible for compliance, including all costs of compliance, with  
24 the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other federal, state,  
25 and local laws related to the accessibility of the Premises to persons with disabilities.

26 **7.3. Right Of Entry.** In addition to the right of entry and use to be specified in the operating  
27 agreement to be entered into by MUSEUM AND DEPARTMENT, CITY and the General Manager, their  
28 authorized representatives, agents and employees shall have the right to enter upon the Premises at any and  
29 all reasonable times within operating hours for the purposes of inspection and observation of MUSEUM's  
30 operations. CITY shall endeavor to conduct such inspections and observations in a manner calculated to  
31 minimize disruption to the use and enjoyment of the Premises by MUSEUM, its employees, and patrons. Said  
32 inspections may be made by persons identified to MUSEUM as CITY employees or by independent  
33 contractors engaged by CITY. Inspections of areas not open to the general public shall be made with  
34 reasonable prior notice (except in the case of emergency, where no notice is required).

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1 7.4. Operating Permits And Licenses. MUSEUM shall obtain, at its sole expense, any and all  
2 permits or licenses that may be required in connection with its operations including, but not limited to, tax  
3 permits, business licenses, and health permits.

4 **ARTICLE 8. INSURANCE**

5 8.1. Insurance. Prior to the occupancy of the Premises, under the provisions and conditions of this  
6 Lease, MUSEUM shall furnish CITY with evidence of insurance from insurers (i) reasonably acceptable to  
7 CITY, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State  
8 of California, on a form reasonably acceptable to the Los Angeles City Attorney for the following coverages  
9 and minimum limits of insurance which shall be maintained by MUSEUM at its sole cost and expense  
10 throughout the Term of this Lease:

11 8.1.1. General Liability Insurance. MUSEUM shall obtain Commercial General Liability  
12 insurance with coverage for Premises and Operations, Products and Completed Operations, Blanket  
13 Contractual Liability, Broad Form Property Damage, and Personal Injury coverages included and shall  
14 provide for total limits of not less than FIFTEEN MILLION DOLLARS (\$15,000,000) Combined Single  
15 Limit for bodily injury and property damage (during the construction phase of the Children's Museum  
16 phase, the total limits for Premises liability shall be TWENTY-FIVE MILLION DOLLARS (\$25,000,000)  
17 Combined Single Limit). Umbrella or Excess Liability coverages may be used to supplement primary  
18 coverages to meet required limits. Evidence of such coverage shall be on CITY's Additional Insured  
19 endorsement form provided to MUSEUM by CITY or on an endorsement to the policy reasonably  
20 acceptable to the Los Angeles City Attorney and provide for the following:

21 8.1.1.1. Include CITY, its boards, officers, agencies, and employees as additional  
22 insureds with MUSEUM for the development and operation of the Children's Museum at the  
23 Premises and all MUSEUM's activities and insured risks related thereto.

24 8.1.1.2. That the insurance is primary and not contributing with any other insurance  
25 maintained by the City of Los Angeles.

26 8.1.1.3. That the policy include a Severability of Interest or Cross-Liability clause such  
27 as "The policy to which this endorsement is attached shall apply separately to each insured  
28 against whom a claim is brought, except with respect to the limits of the company's liability."

29 8.1.1.4 With respect to the interests of CITY, if an insurance company elects to cancel  
30 insurance before the stated expiration date, or declines to renew in the case of a continuous  
31 policy, or materially reduces the coverage period by changing the retroactive date (if any), or  
32 the extended discovery period (if any), or reduces the stated limits other than by impairment  
33 of an aggregate limit, or materially reduces the scope of coverage which affects CITY's interest,

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1 the company will provide CITY at least thirty (30) days prior written notice of such election.  
2 In addition to the persons and addresses required notice pursuant to Section 19.2 notice will  
3 be made by receipted delivery addressed as follows: City Attorney, Insurance and Bonds,  
4 1650 City Hall East, 200 North Main Street, Los Angeles, California 90012-4168, or at such  
5 address as CITY may, from time to time, specify by written notice. It is understood, however,  
6 that such notice to CITY shall not affect the company's right to give a lesser notice to MUSEUM  
7 in the event of nonpayment of premium.

8 **8.1.2. Property Coverage.** At all times during the Term of the Lease or any extension of the  
9 Lease, with respect to any improvements on the Premises, including, without limitation, the building  
10 containing the Children's Museum, MUSEUM shall, at its sole cost and expense, cause to be provided  
11 and kept in force and effect insurance policies, protecting CITY and MUSEUM as their interests may  
12 appear, against loss or damage to the improvements on the Premises, in an amount consistent with  
13 what a prudent operator of a comparable building would carry providing replacement cost coverage  
14 for perils typically insured against in a California standard form fire insurance policy. The replacement  
15 cost of the improvements shall be determined in accordance with the standard practices of the  
16 insurance industry and evidenced by the certificate of the insurance company or companies issuing  
17 such insurance at the time the policy or policies are obtained. The General Manager shall have the  
18 ability, from time to time, to redetermine the valuation of the building on the Premises. MUSEUM  
19 further covenants and agrees, at its sole cost and expense, to provide and keep in full force and effect  
20 Boiler and Machinery insurance on all air conditioning equipment, boilers, and other pressure vessels  
21 and systems, whether fired or unfired, serving the improvements on the Premises.

22 **8.1.3. Builder's Risk Insurance.** Prior to the commencement of any construction or expansion  
23 of the Children's Museum, or major internal or external improvements to the Children's Museum's  
24 structure, MUSEUM shall, at its sole cost and expense, cause to be provided and kept in full force and  
25 effect "All Risks Builder's Risk" insurance, including vandalism and malicious mischief, covering  
26 improvements in place, and all materials and equipment at the job site. Said insurance shall remain  
27 in full force and effect until the improvements shall have been completed and fully insured as  
28 provided in this Article.

29 **8.1.4. Insurance Proceeds.** Proceeds from the insurance policies described in  
30 Paragraphs 8.1.2 and 8.1.3 above shall be the sole property of MUSEUM and shall be applied by  
31 MUSEUM first as provided in Article 12 and remaining proceeds shall be used by MUSEUM in its  
32 sole discretion.

33 **8.1.5. Insurance On Exhibits.** MUSEUM may obtain other insurance covering its equipment,  
34 exhibits, artifacts, memorabilia, and other personal property in its sole discretion. CITY, as Landlord,  
35 shall have no right to require such insurance nor shall CITY be deemed a beneficiary thereof. No  
36 claims will be made to CITY by MUSEUM for losses sustained by MUSEUM. Nothing in this

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1 Paragraph, however, shall be construed to restrict the right of the City of Los Angeles, or any of its  
2 Departments, Boards, Commissions, or officers, or any other person or organization, to require  
3 MUSEUM to obtain insurance on any equipment, artifacts or other property loaned or otherwise  
4 provided to the Children's Museum or MUSEUM by the City of Los Angeles for exhibits, display, or  
5 other purposes.

6 8.1.6. **Workers' Compensation.** MUSEUM shall comply with the provisions of section 3700,  
7 et seq., of the California Labor Code and shall be insured (and shall require that each of its contractors  
8 and subcontractors comply with such Code and be insured) against liability for workers'  
9 compensation and employers' risk in accordance with the provisions of such Code before  
10 commencing the performance of any work on or about the Premises or otherwise in relation to this  
11 Lease. A Waiver of Subrogation in favor of CITY is required.

12 8.1.7. **Automobile Liability.** MUSEUM shall obtain Automobile Liability insurance covering  
13 the use of owned, non-owned, hired and leased vehicles for total limits actually arranged by  
14 MUSEUM, but not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per  
15 occurrence. Evidence of such coverage shall be provided in the same form as the Commercial  
16 General Liability insurance. The Automobile Liability coverage may be included with the  
17 Comprehensive General Liability coverage, at MUSEUM's option.

18 8.1.8. **Adjustment Of Insurance Levels.** CITY reserves the right at any time during the Term  
19 of this Lease, applying generally accepted Risk Management principles, to change the amounts and  
20 types of insurance required hereunder effective at the renewal date of insurance then in effect (in no  
21 case more than one year from the written notice) by giving MUSEUM ninety (90) days written notice  
22 provided that such amounts and/or types shall be reasonably available to MUSEUM at commercially  
23 reasonable premiums.

24 8.1.9. **Reduction Of Insurance Protection.** If any of the required insurance coverages contain  
25 aggregate limits, or apply to other operations or tenancies of MUSEUM outside of this Lease,  
26 MUSEUM shall give CITY prompt, written notice of any incident, occurrence, claim, settlement, or  
27 judgment against such insurance which in MUSEUM's best judgment may diminish the protection  
28 such insurance affords CITY. MUSEUM shall further take immediate steps to restore such aggregate  
29 limits or shall provide other insurance protection for such aggregate limits.

30 8.1.10. **Third-Party Insurance.** MUSEUM shall be responsible for requiring indemnification  
31 and insurance as it deems appropriate from its employees receiving mileage allowance, consultants,  
32 and agents, if any, to protect MUSEUM's and CITY's interests, and for ensuring that they comply with  
33 any applicable insurance statutes. MUSEUM is encouraged to seek professional advice in this regard.



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1           8.2. **Self-Insurance Programs.** Self-insurance programs and self-insured retention in insurance  
2 policies are subject to separate approval by CITY upon review of evidence of financial capacity to respond.  
3 Additionally, such programs or retention must provide CITY with at least the same protection from liability  
4 and defense of suits as would be afforded by first-dollar insurance.

5           8.3. **Failure To Maintain Insurance.** MUSEUM's failure to procure or maintain required insurance  
6 shall constitute a material breach of this Lease under which CITY may immediately terminate this Lease, or,  
7 at its discretion, procure or renew such insurance to protect CITY's interest and pay any and all premiums in  
8 connection therewith, and recover all monies so paid from MUSEUM. If CITY elects to terminate this Lease,  
9 MUSEUM agrees to immediately cease all operations and activities under this Lease and to peacefully  
10 surrender the Premises.

11           8.4 **Hold Harmless.** During the Term of this Lease, MUSEUM agrees to indemnify and hold CITY,  
12 its officers, agents and employees harmless from and against any and all loss, liability, claim or damage,  
13 including damage to MUSEUM's property, that may arise out of or result from the activities or negligent acts  
14 or omissions of MUSEUM, and its officers, agents, employees, contractors, and invitees, or the use of the  
15 Premises for the development and operation of the Children's Museum or related activities. MUSEUM shall,  
16 at its own cost, expense and risk, pay all legal costs and reasonable attorney fees connected with defending  
17 any and all legal proceedings that may be brought against CITY, its officers, agencies, and employees, on any  
18 liability, claim or demand and satisfy any and all settlements and judgments that may be made by or rendered  
19 against any of them arising from activities or negligent acts or omissions of MUSEUM, and its officers, agents,  
20 employees, contractors, and invitees, or from the use of CITY property; provided that, CITY shall promptly  
21 notify MUSEUM in writing of any such liability, claims, or demands and provide MUSEUM the opportunity  
22 to participate in any litigation and/or settlements. MUSEUM's indemnification under this Lease shall not be  
23 applicable to any and all loss, liability, claim or damage, including damage to MUSEUM's property, which  
24 may arise out of the wilful or negligent acts of CITY's officers, agencies, or employees.

25   **ARTICLE 9. BONDS**

26           9.1. **Bonds.** With respect to any construction or development project for which the General  
27 Manager, in the General Manager's sole discretion, has concerns about MUSEUM's ability to complete such  
28 a project, the General Manager may require, prior to the initiation of construction for any phase of  
29 development, expansion, internal or external improvements, or any other work associated with the  
30 development of the Children's Museum, that MUSEUM file with CITY a surety bond (or an approved  
31 substitute for such surety bond as allowed in this Lease) reasonably satisfactory to CITY in the amounts and  
32 for the purposes noted in this Article (the "**Payment Security**"). The Payment Security shall be duly executed  
33 by a responsible corporate Surety, authorized to issue such bonds in the State of California and obtained  
34 through an authorized agent with an office in California, or, if an approved substitute for such surety bond  
35 is used, such substitute shall be duly executed, valid and binding on issuer or maker. MUSEUM or  
36 MUSEUM's contracted construction firm shall pay all Payment Security premiums, costs and incidentals. If

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1 a surety bond is used, the bond shall be signed by both MUSEUM or MUSEUM's contracted construction firm  
2 and the Surety and the signature of the authorized agent of the Surety shall be notarized. MUSEUM shall  
3 provide sufficient Payment Security. The Payment Security shall be for not less than one hundred percent  
4 (100%) of the construction contract price, to satisfy claims of material suppliers and of mechanics and laborers  
5 employed by the construction firm on the work. Except for monthly reductions as provided in  
6 Paragraph 9.2.5, the Payment Security shall be maintained in full force and effect until the work as shown  
7 on the approved plans is substantially completed and accepted by MUSEUM and the BOARD, and until all  
8 claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

9           **9.2 Payment Security.** The Payment Security shall be in one of the following forms, but not a  
10 combination thereof, subject to the approval of the City Attorney of Los Angeles:

11                   (a) A cash deposit made with the Treasurer of the City of Los Angeles.

12                   (b) A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House  
13 Association, which cashier's check is payable to the City of Los Angeles, which may be immediately  
14 cashed.

15                   (c) A check drawn on and certified by any bank that is a member of the Los Angeles Clearing  
16 House Association, payable to the City of Los Angeles, which may be immediately cashed.

17                   (d) United States Government negotiable securities (i.e., treasury bills, treasury notes, or  
18 treasury bonds) payable to bearer or endorsed to the order of the City of Los Angeles.

19                   (e) A certificate of time deposit in a bank that is a member of the Los Angeles Clearing House  
20 Association, payable to the order of the City of Los Angeles, which may not be cashed until and  
21 unless necessary to satisfy claims for material and labor.

22                   (f) A corporate surety bond of a surety company satisfactory to the City Attorney of  
23 Los Angeles.

24                   (g) A letter of credit from a financing institution acceptable to the City Attorney of Los Angeles,  
25 which letter of credit shall be drawable by CITY to satisfy any claims for material and labor.

26                   (h) A completion guaranty from any other organization or individual in form and substance,  
27 and backed by security, acceptable to the City Attorney of Los Angeles in the City Attorney's sole  
28 discretion.

29 The above instruments, other than the corporate surety bond and letter of credit must be accompanied by an  
30 agreement of deposit and indemnity, approved as to form and legality by the City Attorney, wherein

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1 MUSEUM unconditionally agrees that in the event of any failure to complete the improvements pursuant to  
2 the approved plans or to fully pay for material and labor, CITY shall have full power and authority to use the  
3 deposit in whole or in part to pay the City of Los Angeles for any losses or damages. Every certificate of time  
4 deposit must be accompanied by express authority for the bank or other depository or the debtor to pay the  
5 City of Los Angeles the amount of the deposit which, when drawn, may then be deposited in the City  
6 Treasury in the manner governing deposit of cash in the City Treasury by the Charter of the City of  
7 Los Angeles, or any ordinances promulgated pursuant to the Charter. Every deposit of security shall be  
8 accompanied by authority to permit the registration of the security in the name of the City of Los Angeles or  
9 its nominee. All deposits of cash or checks shall be immediately deposited in the City Treasury.

10 9.2.1. **City Treasurer.** The BOARD shall authorize and request the City Treasurer of the City  
11 of Los Angeles to receive any United States Government negotiable securities or certificate of time  
12 deposit together with the properly executed agreement of indemnity and deposit for safekeeping. A  
13 receipt shall be issued by the Treasurer to the BOARD and MUSEUM therefor. In the event said  
14 securities are to be converted to cash because of default, the BOARD may authorize and request the  
15 Treasurer to cash or sell said negotiable instruments or securities on its behalf.

16 9.2.2. **United States Negotiable Securities.** United States negotiable securities shall during  
17 the period in which the Payment Security is to be in effect have a par value of One Hundred  
18 Thousand Dollars (\$100,000.00) or more and a market value of not less than Ninety Thousand  
19 Dollars (\$90,000.00). In the event, the market value of said securities declines, MUSEUM shall, upon  
20 written demand of the General Manager, within ten (10) days of the mailing by the General Manager  
21 of such demand, pledge and furnish such additional United States Government negotiable securities  
22 with appropriate agreement of indemnity and deposit approved as to form and legality by the City  
23 Attorney, as may be necessary to maintain the specified par and market value of securities on deposit.  
24 MUSEUM shall deliver such additional securities to CITY within ten (10) days after the mailing of  
25 written notice as stated above.

26 9.2.3. **Maturity Of Securities.** In the event of maturity of the securities prior to the end of the  
27 period in which the Payment Security is to be in effect, the General Manager shall authorize and  
28 request the Treasurer to redeem the securities. CITY shall then use the proceeds of the redeemed  
29 securities to purchase a sufficient amount of United States Government negotiable securities to be at  
30 least equal as to both par and market values as specified herein and place them with Treasurer on  
31 receipt. If the redemption proceeds are not sufficient, MUSEUM shall deposit cash with the Treasurer  
32 in an amount sufficient to make up the difference within ten (10) days of mailing of notice of  
33 deficiency.

34 9.2.4. **Insufficient Surety.** Should any Payment Security become insufficient, MUSEUM or  
35 MUSEUM's contracted construction firm shall make such Payment Security sufficient within ten (10)  
36 days after receiving notice from CITY. Should any Surety at any time be unsatisfactory to CITY,

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1 notice will be given MUSEUM to that effect. Changes in the work, or extensions of time, made  
2 pursuant to any construction contract, shall in no way release MUSEUM or MUSEUM's contracted  
3 construction firm from their obligations. Notice of such changes or extensions shall be waived by any  
4 Surety.

5 9.2.5. **Reduction Of Payment Security.** Upon notice to the General Manager as provided in  
6 this Paragraph 9.2.5, the Payment Security may be reduced monthly as progress payments are made  
7 to one or more contractors under any contract between MUSEUM and any construction companies.  
8 Upon the making of a progress payment for which MUSEUM requests a reduction in the Payment  
9 Security, MUSEUM shall submit to the General Manager appropriate evidence of such progress  
10 payment along with the contractor's request for payment and the architect-engineer's approval  
11 thereof. The General Manager shall then, within sixty (60) days of receipt of such notice and  
12 satisfactory evidence supporting same, cause or allow the Payment Security to be reduced by an  
13 amount equal to ninety percent (90%) of such progress payment.

14 9.2.6. **Permits.** It is further agreed that the Payment Security shall guarantee compliance with  
15 all applicable provisions of Sections 62.105 through 62.118.x of the Municipal Code of the City of  
16 Los Angeles regarding permits.

17 **ARTICLE 10. IMPROVEMENTS, MAINTENANCE, AND REPAIR**

18 10.1. **Improvements.** All improvements constructed on the Premises by MUSEUM at any time and  
19 from time to time during the Term shall be owned by MUSEUM during the Term (including any extension  
20 thereof). Except as hereinafter provided, all improvements on the Premises at the end of the Term shall,  
21 without any obligation on the part of CITY to compensate MUSEUM therefor, become and remain CITY's  
22 property free and clear of all claims to or against such improvements by MUSEUM or any third party, subject  
23 to right of CITY to require MUSEUM to demolish and remove all or a portion of the improvements on the  
24 Premises. MUSEUM shall take reasonable steps to remove all such claims of third parties existing at that time.  
25 Notwithstanding the foregoing, all bronze and other decorative metal, stain glass windows, historic buildings  
26 and similar items or structures which MUSEUM deems to be part of its collection shall be removable at the  
27 end of the Term, whether or not such items are improvements or fixtures

28 10.2. **Maintenance, Repair, Security, And Custodial Services.** MUSEUM shall keep and maintain,  
29 at MUSEUM's sole cost and expense, the Premises and all improvements on the Premises in good condition  
30 and repair during the entire Term of this Lease. MUSEUM shall be responsible for providing all security,  
31 maintenance, and custodial services as are required in the Premises. MUSEUM shall pay the cost of all such  
32 services. Security, maintenance, and custodial services shall be maintained at a customary and usual level  
33 for similar facilities in the Los Angeles area, except where specific levels of service are provided in this Lease  
34 or are reasonably imposed by the General Manager, in which case those levels of service shall apply. The  
35 condition and state of repair covering the entire Premises, the buildings or other structures on the Premises,

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1 interior, exterior, and all access areas thereto, shall at all times be, without limitation, as follows: Safe and  
2 free from hazard; free of rodents, insects and other pests; free from unsightly signs, displays, and markings;  
3 free from litter and debris; all plumbing, electrical, heating, cooling and other systems in good operating  
4 condition and free from hazard or obstruction of any kind; sidewalks, fencing, landscaping, and play and  
5 parking areas in neat and safe condition; all areas adequately illuminated; and all areas in such condition as  
6 not to detract from the surrounding neighborhood. The operating agreement to be entered into by the parties  
7 may contain language regarding shared maintenance responsibilities. CITY shall have the right to inspect the  
8 Premises for compliance under this Section pursuant to Section 7.3.

9 **10.3. CITY Not Obligated To Repair.** Except as provided expressly in this Lease (e.g.,  
10 Paragraph 14.1.2), in no event shall CITY be required or obligated to perform any maintenance or to make  
11 any repairs, changes, alterations, additions, improvements or replacements of any nature whatsoever, on the  
12 Premises or the improvements thereon, or any part thereof, at any time during the Term. Moreover, nothing  
13 contained in this Lease shall be construed as requiring CITY to make any repairs or to do any maintenance  
14 necessitated by reason of the negligence of MUSEUM or anyone claiming under MUSEUM, or by reason of  
15 the failure of MUSEUM to observe or perform any conditions, covenants or agreements contained in this  
16 Lease, or by reason of any damage to or destruction of other property caused by any improvements,  
17 alterations or additions made by MUSEUM or anyone claiming through MUSEUM.

18 **10.4. Refuse And Trash; Recycling.** MUSEUM shall keep the Premises clean and sanitary at all  
19 times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire  
20 hazard, or material detrimental to the public health, shall be permitted or allowed to remain thereon, and  
21 MUSEUM shall take all reasonable precautions to prevent any such matter or material from being or  
22 accumulating upon the Premises. MUSEUM shall provide for the collection and removal of all garbage  
23 and/or refuse from the Premises as often as is necessary and in no case less than twice weekly. MUSEUM  
24 shall furnish all equipment and materials therefor, including trash receptacles of a size, type and number  
25 approved by CITY for use by the public. Such approval shall not be unreasonably withheld. MUSEUM shall  
26 provide an enclosed area concealing trash storage from public view. MUSEUM shall, during the Term of this  
27 Lease or any extension thereof and at MUSEUM's sole expense, conduct a recycling program on the Premises  
28 in conjunction with the CITY Facilities Recycling Program of the City of Los Angeles, or any similar program  
29 subsequently implemented. Such program will include all materials which may be reasonably recycled (e.g.,  
30 white paper, mixed paper, newspaper, aluminum cans, and plastic and glass containers).

31 **10.5. Safety Deficiencies.** MUSEUM shall promptly correct all safety deficiencies and violations of  
32 safety practices of which it has knowledge and shall cooperate fully with CITY in the investigation of  
33 accidents occurring on the Premises. In the event of injury to a patron or customer, MUSEUM shall use its  
34 best efforts to provide prompt and qualified medical attention to the injured person; provided, however, that  
35 nothing in this Section is intended to confer any third-party beneficiary status on any person not a party to  
36 this Lease. As soon as possible thereafter, MUSEUM shall submit to CITY a City Form General No. 87 ("Non-  
37 Employee Accident or Illness Report") or make such other report as CITY may reasonably require.

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1           10.6. **Failure To Perform Maintenance.** In the event MUSEUM does not perform maintenance or  
2 repairs such that the improvements on the Premises, or any portion thereof, are no longer suitable for use by  
3 the public or other occupancy, as determined by either CITY or MUSEUM, or that the improvements on the  
4 Premises, or any portion thereof, are not in compliance with applicable federal, state, or local laws on or after  
5 the date provided for such compliance, CITY, at its sole discretion, may:

6                   10.6.1. Perform or have performed the necessary remedial work at MUSEUM's expense;

7                   10.6.2. Terminate this Lease in accordance with Paragraph 15.2.1; or

8                   10.6.3. Require the immediate vacation of the all of the improvements on the Premises or, at  
9 the sole discretion of CITY, a portion of the improvements on the Premises until such time as such  
10 maintenance or repairs are complete or such time as the improvements on the Premises are in  
11 compliance with such laws, as the case may be. The remedy provided in this Paragraph 10.6.3 may  
12 be used independently or in conjunction with the remedies provided in either Paragraph-10.6.1 or  
13 Paragraph 10.6.2.

14           10.7. **Effect Of Inspections Or Approvals.** Wherever in this Lease inspections or approvals are  
15 required from CITY in its role as Landlord under this Lease, including from the General Manager, such  
16 inspections or approvals are additional to, and are not in lieu of, any inspections or approvals otherwise  
17 required under any applicable ordinance, regulation, or statute. Such inspections or approvals by CITY are  
18 discretionary acts and shall not impose any liability on CITY to third persons nor to MUSEUM, and, in  
19 addition, shall not obligate CITY for any costs or expenses related to the construction, improvement, or  
20 maintenance of any building or other structure at the Premises.

21                                   **ARTICLE 11. UTILITIES, SEWERS, AND STORM DRAINS**

22           11.1. **Utilities.** MUSEUM shall pay all charges associated with the installation of electricity, natural  
23 gas, sewer, water and telephone services, as well as all periodic fees for said services. MUSEUM shall, at its  
24 sole cost and expense, provide any and all above-ground and underground utility lines, and related  
25 improvements, required for the successful operation of the Children's Museum. CITY shall assist MUSEUM  
26 in obtaining such utility easements and connections as may be necessary to provide any utility service,  
27 provided that the obtaining of said easements and connections shall be at no cost to the CITY.

28           11.2. **Sewers And Storm Drains.** Sewage lines and storm drainage lines which were constructed in  
29 connection with the improvements on the Premises are the responsibility of MUSEUM, which shall maintain  
30 and repair such sewage lines and storm drainage lines at MUSEUM's sole cost and expense. To the extent  
31 that there are sewage lines and storm drainage lines within the boundaries of the Premises which predate  
32 this Lease or which were installed by CITY (other than for exclusive use of the Children's Museum): (i) CITY  
33 retains an easement across the Premises for such sewage lines and storm drainage lines, including the right

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1 to access such lines for the purpose of inspection, repair, and relocation, and MUSEUM shall not construct  
2 any improvements over such sewage lines or storm drainage lines without the prior written consent of the  
3 General Manager, which shall be at the General Manager's sole discretion, and (ii) CITY shall maintain and  
4 repair such sewage lines and storm drainage lines. In the event that sewer and/or drainage lines (if any)  
5 within the boundaries of the Premises are replaced, repaired or relocated as an element of a City of  
6 Los Angeles project not related to the Children's Museum, CITY agrees to restore, at its sole expense, any  
7 landscaping and ground conditions to the state existing prior to such activity.

8 **ARTICLE 12. DAMAGE**

9 12.1. **Damage.** Except as otherwise provided in this Lease, if the improvements located on the  
10 Premises are damaged and such damage was caused by fire or other peril covered by MUSEUM's insurance,  
11 MUSEUM agrees to repair such damage to the extent set forth in this Section, and this Lease shall continue  
12 in full force and effect. If 1) such improvements are damaged as the result of any cause other than perils  
13 covered by MUSEUM's insurance, or 2) during the last twenty (20) years of the Term of this Lease such  
14 improvements are damaged as the result of fire or other perils covered by MUSEUM's insurance, and the cost  
15 to repair such damages (as determined by MUSEUM in good faith) shall exceed thirty-five percent (35%) of  
16 the full replacement cost of the improvements, or 3) during the last ten (10) years of the Term of this Lease  
17 such improvements are damaged as a result of fire or other peril covered by MUSEUM's insurance, and the  
18 cost to repair such damage (as determined by MUSEUM in good faith) shall exceed fifteen percent (15%) of  
19 the full replacement cost of the improvements, then MUSEUM may, at MUSEUM's option, either (i) repair  
20 such damage as soon as reasonably practicable at MUSEUM's sole cost and expense; in which event this  
21 Lease shall continue in full force and effect, or (ii) give written notice to CITY within ninety (90) days after the  
22 date of occurrence of such damage of MUSEUM's intention to cancel and terminate this Lease of the date of  
23 the occurrence of such damage. Upon such termination, MUSEUM shall, if requested by CITY, complete  
24 demolition of the damaged Children's Museum or other damaged improvement and restoration of the  
25 Premises to the condition it was in prior to construction of the Children's Museum at MUSEUM's sole cost  
26 and expense and shall transfer any proceeds received from MUSEUM's insurance that are attributable to  
27 damage to the real property underlying the Premises, if any, to CITY.

28 12.2. **Obligation To Restore.** If this Lease is not terminated pursuant to any of the provisions of this  
29 Article 12, MUSEUM shall, to the extent of available insurance proceeds plus any deductible MUSEUM  
30 elected to carry, promptly and diligently restore and repair the improvements to substantially the same  
31 condition, to the extent possible, they were in immediately prior to the occurrence of the damage, except for  
32 modifications required by building codes and other laws and except for any other modifications to the  
33 improvements considered desirable by MUSEUM and approved by the General Manager. MUSEUM's  
34 obligation to restore is subject to reasonable delays for insurance adjustment and other matters beyond  
35 MUSEUM's reasonable control. During any period of restoration pursuant to this Section, the Children's  
36 Museum shall not be required to be open for operation (except where such restoration is minimal or  
37 reasonably wouldn't effect partial operation of the Children's Museum).

ARTICLE 13. CONSTRUCTION OF MUSEUM

13.1. **Construction Of Museum.** MUSEUM shall construct, within the time limits provided in Section 2.4, the Children's Museum in conformance with all applicable federal, state, county, and city laws in force at the time of construction and in conformance with site and building plans prepared by MUSEUM and approved by the BOARD, and such other City of Los Angeles agencies as the BOARD may designate for approval, including, without limitation, the Cultural Affairs Commission of the City of Los Angeles, the Department of Public Works of the City of Los Angeles and the Department of Building and Safety of the City of Los Angeles (but see Section 10.7). Such approvals shall be at the sole discretion of the BOARD and agencies involved. Subject to all applicable laws, rules and regulations, MUSEUM shall be entitled to grade and contour the Premises, to excavate and to take all other actions on the Premises that may be necessary or desirable in order to construct the Children's Museum and any subsequent improvements or additions thereto, so long as such activities does not damage any City of Los Angeles facilities.

13.2. **Demolition And Hazardous Materials Disposal.** MUSEUM shall, at MUSEUM's sole cost and expense, be responsible for the demolition and disposal of any improvements on the Premises as of the Execution Date not needed or desired by MUSEUM for the Children's Museum facility. MUSEUM shall also, at MUSEUM's sole cost and expense, be responsible for any remediation of Hazardous Materials (as defined in Paragraph 14.1.3) required during site preparation or construction of improvements on the Premises; provided, however, that in the event MUSEUM determines that such remediation renders the contemplated Children's Museum project economically unfeasible, MUSEUM may terminate this Lease upon written notice to CITY and restoration of the Premises to substantially the condition existing prior to any site preparation or construction.

13.3. **Expansion Or Modification.** Following the original construction of the Children's Museum, (i) any expansion or major permanent external modification to the existing museum structure with an estimated cost of Twenty-Five Thousand Dollars (\$25,000.00) or more shall require the prior written approval of the BOARD, and such other City of Los Angeles agencies as the BOARD may designate for approval, and (ii) any expansion or major permanent internal modification to the existing museum structure with an estimated cost of One Hundred Thousand Dollars (\$100,000.00) or more shall require the prior written approval of the BOARD, and such other City of Los Angeles agencies as the BOARD may designate for approval. Such approvals shall be at the sole discretion of the BOARD and agencies involved.

13.4. **Plans.** The plans, subject to approval by the BOARD, for the Children's Museum shall include plans for landscaping and other outdoor improvements related to the Children's Museum. MUSEUM shall submit to the BOARD reproducible "as built" drawings of all improvements, including any expansion or modification made to such improvements, constructed on the Premises with the sole exception of the security system.





1 or usable space or of any amenity of the Premises, damages arising from any adverse impact on  
2 marketing of space on the Premises, and sums paid in settlement of claims, attorneys' fees, consultant  
3 fees and expert fees) which arise during or after the Term as a result of such contamination. This  
4 indemnification of CITY by MUSEUM includes, without limitation, costs incurred in connection with  
5 any investigation of site conditions or any cleanup, remedial, removal or restoration work required  
6 by any federal, state or local governmental agency or political subdivision because of Hazardous  
7 Material present in the soil or ground water on or under the Premises. Without limiting the foregoing,  
8 if the presence of any Hazardous Material on the Premises caused or permitted by MUSEUM results  
9 in any contamination of the Premises, MUSEUM shall promptly take all actions at its sole expense as  
10 are necessary to return the Premises to the condition existing prior to the introduction of any such  
11 Hazardous Material to the Premises; provided that CITY's approval of such actions shall first be  
12 obtained, which approval shall not unreasonably be withheld so long as such actions would not  
13 potentially have any material adverse long-term or short-term effect on the Premises. However, the  
14 foregoing provisions shall not prohibit MUSEUM from transportation to and from, and the use,  
15 storage, maintenance, and handling within, the Premises of substances customarily used in  
16 connection with normal office or museum use provided: a) such substances shall be used and  
17 maintained only in such quantities as are reasonably necessary for the permitted use of the Premises  
18 set forth in Section 5.1 of this Lease, strictly in accordance with applicable laws and the  
19 manufacturers' instructions therefor; b) such substances shall not be disposed of, released, or  
20 discharged at the Premises, and shall be transported to and from the Premises in compliance with all  
21 applicable laws, and as CITY shall reasonably require; c) if any applicable law or the trash removal  
22 contractor requires that any such substances be disposed of separately from ordinary trash, MUSEUM  
23 shall make arrangements at MUSEUM's expense for such disposal directly with a qualified and  
24 licensed disposal company at a lawful disposal site, and shall ensure that disposal occurs frequently  
25 enough to prevent unnecessary storage of such substances on or around the Premises; and d) any  
26 remaining such substances shall be completely, properly, and lawfully removed from the Premises  
27 upon expiration or earlier termination of this Lease.

28 14.1.2. **Compliance Costs.** CITY and MUSEUM acknowledge that CITY may become legally  
29 liable for the costs of complying with laws relating to Hazardous Material which are not the  
30 responsibility of MUSEUM pursuant to Paragraph 14.1.1, including the following: (1) Hazardous  
31 Material present in the soil or ground water; (2) a change in Laws which relate to Hazardous Material  
32 which make such Hazardous Material which is present on the Premises as of the Execution Date,  
33 whether known or unknown to CITY, a violation of such new laws; (3) Hazardous Material that  
34 migrates, flows, percolates, diffuses or in any way moves on to or under the land; (4) Hazardous  
35 Material present on or under the land as a result of any discharge, dumping or spilling (whether  
36 accidental or otherwise) on the land by other owners of the Premises or their agents, employees,  
37 contractors or invitees, or by others. Accordingly, CITY and MUSEUM agree that the cost of  
38 complying with laws relating to Hazardous Material on the Premises for which CITY may be legally

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1 liable shall be borne by CITY unless the cost of such compliance, as between CITY and MUSEUM,  
2 is made the responsibility of MUSEUM pursuant to this Lease (see, for example, Section 13.2).

3 14.1.3. **"Hazardous Material" - Definition.** As used herein, the defined term "**Hazardous**  
4 **Material**" means any chemical, substance, material, or waste or component thereof the presence of  
5 which requires investigation or remediation under any federal, state, or local statute, regulation,  
6 ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or  
7 regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance,  
8 material or waste or component thereof (whether injurious by themselves or in conjunction with other  
9 materials) by any federal, state, or local governing or regulatory body having jurisdiction, or which  
10 would trigger any employee or community "right-to-know" requirements adopted by such body, or  
11 for which any such body has adopted any requirements for the preparation or distribution of a  
12 material safety data sheet. "Hazardous Material" includes, without limitation, any material or  
13 substance which is: e) defined as a "hazardous waste," "extremely hazardous waste" or "restricted  
14 hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of  
15 the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); f)  
16 defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code,  
17 Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act, California  
18 Health and Safety Code Section 25300, et seq.); g) defined as a "hazardous material," "hazardous  
19 substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code,  
20 Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory, California  
21 Health and Safety Code Section 25500, et seq.); h) defined as a "hazardous substance" under  
22 Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground  
23 Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.); i)  
24 petroleum; j) asbestos; k) defined as a "hazardous constituent," "hazardous material," "hazardous  
25 waste," or "toxic waste" under Article 2 of Chapter 10 (Section 66260.10) or defined as a "hazardous  
26 waste" under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of  
27 Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste,  
28 22 C.C.R. Section 66001, et seq.); l) designated as a "hazardous substance" pursuant to Section 311  
29 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act,  
30 33 U.S.C. § 1251, et seq.); m) defined as a "hazardous waste" pursuant to Section 1004 (42 U.S.C.  
31 § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA,  
32 42 U.S.C. § 6901, et seq.); n) defined as a "hazardous substance" pursuant to Section 101 (42 U.S.C.  
33 § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980,  
34 as amended (CERCLA, 42 U.S.C. § 9601, et seq.); or o) defined as "hazardous material" under  
35 Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et  
36 seq.), as such laws may be amended from time to time, and the regulations adopted and publications  
37 promulgated pursuant to such laws.

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1 14.1.4. Disposal of Hazardous Material. If MUSEUM disposes of any soil, material or  
 2 groundwater contaminated with hazardous material, MUSEUM shall provide CITY copies of all  
 3 records including a copy of each uniform hazardous waste manifest indicating the quantity and type  
 4 of material being disposed of, the method of transportation of the material to the disposal site and the  
 5 location of the disposal site. Except where presence of Hazardous Material predated this Lease, CITY  
 6 shall not appear on any manifest document as a generator of such material disposed of by MUSEUM.

7 14.1.5. Hazardous Material Tests. Any tests required of MUSEUM by this Article shall be  
 8 performed by a State of California Department of Health Services certified testing laboratory  
 9 satisfactory to CITY. By signing this Lease, MUSEUM hereby irrevocably directs any such laboratory  
 10 to provide CITY, upon written request from CITY, copies of all of its reports, test results, and data  
 11 gathered. As used in this Article, the term "MUSEUM" includes agents, employees, contractors,  
 12 subcontractors, and/or invitees of MUSEUM.

13 14.1.6. Notice Of Hazardous Substances. California Health and Safety Code  
 14 section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable  
 15 cause to believe, that any release of hazardous substance has come to be located on or beneath that  
 16 real property to, prior to the lease or rental of that real property or when the presence of such release  
 17 is actually known, give written notice of that condition to the lessee or renter. California Health and  
 18 Safety Code section 25359.7(b) requires any tenant of real property who knows, or has reasonable  
 19 cause to believe, that any release of hazardous substance has come to be located on or beneath that  
 20 real property to given written notice of such condition to the owners. MUSEUM and CITY shall  
 21 comply with the requirements of section 25359.7 and any successor statute thereto and with all other  
 22 statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to  
 23 hazardous substances.

24 **ARTICLE 15. DEFAULT AND CANCELLATION**

25 15.1. Events Of Default. The following occurrences are "Events of Default":

26 15.1.1. Breach Of Lease. MUSEUM materially breaches or fails in the performance of any  
 27 of the provisions or conditions of this Lease; or

28 15.1.2. Failure To Conform To Laws. MUSEUM fails to conform to applicable laws, rules  
 29 or regulations; or

30 15.1.3. Failure To Follow Instructions. MUSEUM fails to substantially follow or substantially  
 31 conform to any of the directions or instructions that may be properly made by CITY; or

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1           15.1.4. **Incapacity To Perform.** MUSEUM becomes unable through corporate or personal  
2 incapacity to fulfill its obligations under this Lease; or

3           15.1.5. **Failure to Comply with Prop. K Grant Agreement.** If the Prop. K Grant Agreement  
4 becomes applicable to the Hansen Dam Site, MUSEUM fails to comply with the conditions of the  
5 Prop. K. Grant Agreement after notice and expiration of the cure period set forth in the Prop. K Grant  
6 Agreement.

7           15.2 **Default - CITY's Remedies.** If any one or more Events of Default set forth in Section 15.1  
8 occurs, then CITY may, at its election, without any further notice to or authorization from MUSEUM, and  
9 without waiving its rights at any time to select any other remedy provided in this Section, elsewhere in this  
10 Lease, under the Prop. K Grant Agreement, if applicable, or under law, do any one or more of the following:

11           15.2.1. **Termination Of Lease.** CITY may give MUSEUM written notice of such Event of  
12 Default. If MUSEUM does not cure said default within thirty (30) days after notice (forthwith for a  
13 default involving sanitary or safety conditions and maintaining insurance required under this Lease)  
14 or such longer period as is reasonably necessary to remedy such default, provided that MUSEUM  
15 shall continuously and diligently pursue such remedy at all times until such default is cured, CITY  
16 may, by delivering written notice to MUSEUM, terminate this Lease and MUSEUM shall vacate the  
17 Premises and comply with Section 16.1; and/or

18           15.2.2. **Recovery At Law.** CITY may recover at law any and all claims which may be due  
19 CITY; and/or

20           15.2.3. **Self-help.** CITY may perform such work as it deems necessary to cure said Event of  
21 Default and charge MUSEUM for the full cost of labor and materials expended, plus thirty percent  
22 (30%) of said cost for administrative overhead. The General Manager may exercise this option  
23 immediately in an Event of Default involving sanitary or safety considerations. Otherwise, the  
24 General Manager may exercise this option within thirty (30) days after giving MUSEUM written notice  
25 of a default involving Premises' maintenance. CITY shall provide MUSEUM with reasonably detailed  
26 invoice for the labor and materials expended, plus administrative overhead, and MUSEUM shall pay  
27 the full sum of the invoice within sixty (60) days of MUSEUM's receipt of the invoice. In the event  
28 MUSEUM disputes any of the charges on the invoice or MUSEUM's obligation to pay for any or all  
29 of the items, MUSEUM shall pay the full sum of the invoice within the sixty (60) day period, subject  
30 to prompt reimbursement from CITY to the extent MUSEUM prevails on any items in dispute.

31 The specified remedies to which CITY may resort under the provisions of this Lease are cumulative and not  
32 intended to be exclusive of any other remedies afforded by law.

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1           15.3. **No Waiver.** The conduct of either party or the acceptance of all or part of any payment by  
2 CITY after an Event of Default for any period after an Event of Default shall not be deemed a waiver of any  
3 rights and remedies, nor a waiver of the default of the same or any other provision, covenant or condition.  
4 Waiver by either CITY or MUSEUM of any breach by the other of any covenant, condition or obligation  
5 herein contained or failure by either CITY or MUSEUM to exercise any right or remedy in respect of any such  
6 breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or  
7 obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or  
8 remedy of CITY or MUSEUM in respect of any such subsequent breach.

9           15.4. **Default By CITY.** In the event CITY defaults in the performance of any of the provisions or  
10 conditions of this Lease, and if a written notice of such default is issued to CITY by MUSEUM, and if CITY  
11 does not commence to cure said default within sixty (60) days of receipt of said notice, MUSEUM may  
12 immediately terminate this Lease and/or obtain specific performance.

13   **ARTICLE 16. SURRENDER OF PREMISES**

14           16.1. **Surrender Of Premises.** Upon termination of this Lease, MUSEUM shall quit and surrender  
15 possession of the Premises to CITY in good and usable condition, subject to normal wear and tear; provided,  
16 however, that the BOARD, at the BOARD's sole discretion, may require MUSEUM to demolish and remove  
17 all or a portion of the improvements on the Premises and restore the demolished portion of the Premises.  
18 Except as provided in Section 10.1, any improvements which have been constructed or erected on the  
19 Premises shall, upon termination of this Lease, become the property of CITY. MUSEUM's collections and all  
20 personal property and fixtures related thereto, and all property described in Section 10.1 shall remain the  
21 property of MUSEUM or its assigns and may be removed by MUSEUM from the Premises upon termination  
22 of this Lease. Should MUSEUM fail to remove such property, improvements, or fixtures after the termination  
23 of this Lease, CITY may, at CITY's option: (1) retain all or any of such property, and title thereto shall  
24 thereupon vest in CITY; or (2) remove the same, in which event MUSEUM shall pay to CITY upon demand  
25 the reasonable costs of such removal, plus the cost to restore the Premises to an acceptable condition as  
26 approved by the BOARD.

27           16.2. **No Implied Surrender.** MUSEUM agrees on the last day of the Term, or on the earlier  
28 termination of this Lease, to surrender the Premises, including all then existing improvements other than the  
29 items identified in Section 16.1 which are to be removed. No act or thing done by CITY during the Term  
30 shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender  
31 shall be valid unless in writing and signed by CITY.

32           16.3. **Failure To Surrender.** If MUSEUM fails to surrender the Premises, together with the  
33 improvements thereon, upon the termination of this Lease, MUSEUM agrees to indemnify and hold harmless  
34 CITY from and against any loss or liability, including costs and reasonable attorney's fees, resulting from such  
35 failure to surrender, including, but not limited to, any claims made by any succeeding tenant based on or

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1 resulting from such failure to surrender. Nothing herein contained shall be construed as a consent to any  
2 occupancy or possession of any portion of the Premises and the improvements thereon by MUSEUM beyond  
3 the expiration of the Term or the earlier termination of this Lease.

4 **ARTICLE 17. ASSIGNMENT AND BANKRUPTCY**

5 17.1. **Assignment And Subletting.** MUSEUM shall not under-let or sublet the Premises or any part  
6 thereof or allow the same to be used or occupied by any other person, group or organization for any other  
7 use than that herein specified, nor assign this Lease, nor transfer, assign or in any manner convey any of the  
8 rights or privileges herein granted without the consent of the BOARD and the City Council, which may give  
9 or deny consent at their sole discretion (provided that MUSEUM shall have the right to sublease or contract  
10 for the operation of a food service enterprise, gift shop, or other related undertaking with the prior consent  
11 of the General Manager, which consent shall not be unreasonably withhold or delayed). In addition, the  
12 General Manager, or the BOARD, may give consent for subleases of not more than five (5) days in duration  
13 involving uses of portions of the Premises consistent with the provisions of this Lease. Short term and  
14 occasional use of the Premises for other activities such as location filming, special events, and projects with  
15 artists or other non-profit or governmental agencies shall not be considered as assignments or subletting and  
16 MUSEUM may allow such use without the need for the prior consent of CITY (however, net income, if any,  
17 from such activities is subject to the provisions of Section 5.7). MUSEUM shall not rent, lease, or offer any  
18 space for storing any article or articles unrelated to MUSEUM within or on the Premises, without the prior  
19 written consent of the General Manager. Any attempt to sublease, assignment, or transfer without the consent  
20 required by this Section shall be void and shall transfer no rights to the Premises. If MUSEUM believes that  
21 CITY has abused its discretion in denying consent, MUSEUM's sole remedy will be to seek a declaratory  
22 judgment that CITY has abused its discretion or an order of specific performance. MUSEUM will not have  
23 any right to damages.

24 17.2. **Bankruptcy.** To the extent permitted by law, neither this Lease nor the rights herein granted  
25 shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution,  
26 proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. To  
27 the extent the previous sentence is not permitted by law, in the event that MUSEUM shall be adjudicated a  
28 bankrupt, or become involved in any proceedings under the bankruptcy laws of the United States or the  
29 receivership laws of the State of California, or if the leasehold interest created by this Lease or any  
30 improvements constructed pursuant to this Lease are transferred due to operations of law, including, without  
31 limitation, the enforcement of a judgment, the trustee in bankruptcy, the receiver, the assignee, or the  
32 judgment purchaser shall be bound by all provisions of this Lease, including, without limitation, the  
33 requirement that the Premises be operated as a nonprofit museum (Section 5.1).

ARTICLE 18. CONDEMNATION

18.1. **Condemnation.** Should any or all of the Premises be acquired for public use under the power of eminent domain or by purchase in lieu thereof, CITY shall be entitled to all compensation and severance damages attributable to the land. MUSEUM shall receive any compensation and severance damages which may be paid for damage or loss of buildings, other improvements, and personal property.

ARTICLE 19. NOTICES

19.1. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g., Fax) or electronic mail (upon mutual agreement of participating parties), in which case the receiving party shall immediately confirm receipt of such telecopied or e-mailed notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 19.2 below. In the event CITY is unable to give notice to MUSEUM at the address(es) provided to CITY by MUSEUM, notice shall be deemed effective when addressed to MUSEUM at the Premises. Either party may from time to time designate another person or place in a notice.

19.2. **Notices - Where Sent.** All notices given under this Lease which are mailed or telecopied shall be addressed (unless redesignated as provided above) to the respective parties as follows:

<p><u>To CITY or General Manager:</u>  City of Los Angeles  Board of Recreation and Parks Commissioners  Room 1330, City Hall East  200 North Main Street  Los Angeles, California 90012  Telecopier: (213) 473-6802</p>	<p><i>with a copy of any notice to</i>  General Manager  Department of Recreation and Parks  Room 1330, City Hall East  200 North Main Street  Los Angeles, California 90012  Telecopier: (213) 978-0014</p>
--	--

*with a copy of any notice to*  
Office of the City Attorney  
Real Property/Environment Division  
1800 City Hall East  
200 North Main Street  
Los Angeles, California 90012-4130  
Telecopier: (213) 847-0399



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*with a copy of any notice to*  
Office of the City Engineer  
Prop. K Program  
600 S. Spring Street, Suite 700  
Los Angeles, California 90014  
Telecopier: (213) 847-9680

1 To MUSEUM:  
2 Executive Director  
3 Children's Museum of Los Angeles  
4 310 North Main Street  
5 Los Angeles, California 90012  
6 Telecopier: (213) 687-0319

7 **ARTICLE 20. ORDINANCE MANDATED PROVISIONS**

8 20.1. **Burma Contracting Policy.** This Lease is subject to the policy of the City of Los Angeles  
9 regarding Burma contracting: Section 10.38, et seq., Article 12, Chapter 1, Division 10 of the Los Angeles  
10 Administrative Code, a copy of which is attached hereto beginning on page B-1 in Exhibit B and by this  
11 reference incorporated herein. The policy restricts CITY from contracting for goods and services with persons  
12 or entities doing business in or with Burma (Myanmar) and requires contracting parties to submit a statement  
13 under penalty of perjury regarding their Burma business connections. Pursuant to Section 10.38.5 of the  
14 Los Angeles Administrative Code, CITY has the authority to terminate this Lease and to refuse payment of  
15 goods received or services performed if CITY determines that MUSEUM was ineligible under this policy at  
16 the time of entering into this Lease or became ineligible thereafter.

17 20.2. **Child Support Assignment Orders.** This Lease is subject to Section 10.10, Article 1, Chapter 1,  
18 Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, a copy of  
19 which is attached hereto beginning on page B-4 in Exhibit B and by this reference incorporated herein.  
20 Pursuant to this Section, MUSEUM (and MUSEUM must required any subcontractor of MUSEUM providing  
21 services to CITY under this Lease) shall (1) fully comply with all State and Federal employment reporting  
22 requirements for MUSEUM's employees, or MUSEUM's applicable subcontractor's employees, to Child  
23 Support Assignment Orders; (2) certify that the principal owner(s) of MUSEUM, and applicable  
24 subcontractors, are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment  
25 applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment  
26 Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4)  
27 maintain such compliance throughout the Term of this Lease. Pursuant to Section 10.10.b of the Los Angeles  
28 Administrative Code, failure of MUSEUM, or an applicable subcontractor, to comply with all applicable  
29 reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices  
30 of Assignment or the failure of any principal owner(s) of MUSEUM, or applicable subcontractors, to comply

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1 with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally  
2 shall constitute a default of this Lease subjecting this Lease to termination where such failure shall continue  
3 for more than ninety (90) days after notice of such failure to MUSEUM by CITY (in lieu of any time for cure  
4 provided in Article 15 ).

5           **20.3 Service Contract Worker Retention Ordinance.** This Lease is subject to the Service Contract  
6 Worker Retention Ordinance ("**SCWRO**") (Section 10.36, et seq, of the Los Angeles Administrative Code),  
7 a copy of which is attached hereto starting on page B-5 in Exhibit B. The SCWRO requires that, unless  
8 specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of  
9 services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and  
10 a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day  
11 (90-day) transition period of the employees who have been employed for the preceding twelve (12) months  
12 or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the  
13 provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, CITY has the authority, under  
14 appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available  
15 if CITY determines that the subject contractor violated the provisions of the SCWRO.

16           **20.4. Living Wage Ordinance.**

17           **20.4.1. General Provisions: Living Wage Policy.** This Lease is subject to the Living Wage  
18 Ordinance ("**LWO**") (Section 10.37, et seq, of the Los Angeles Administrative Code), a copy of which  
19 is attached hereto starting on page B-11 in Exhibit B. The LWO requires that, unless specific  
20 exemptions apply, any employees of tenants or licensees of CITY property who render services on  
21 the leased or licensed premises are covered by the LWO if any of the following applies: (1) the  
22 services are rendered on premises at least of portion of which are visited by substantial numbers of  
23 the public on a frequent basis, (2) any of the services could feasibly be performed by City of  
24 Los Angeles employees if the awarding authority had the requisite financial and staffing resources,  
25 or (3) the designated administrative agency of the City of Los Angeles has determined in writing that  
26 coverage would further the proprietary interests of the City of Los Angeles. Employees covered by  
27 the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year  
28 (July 1, 1999, levels are: \$7.51 per hour with health benefits of at least \$1.25 per hour or otherwise  
29 \$8.76 per hour). The LWO also requires that employees be provided with at least twelve (12)  
30 compensated days off per year for sick leave, vacation, or personal necessity at the employee's  
31 request, and at least ten (10) additional days per year of uncompensated time pursuant to  
32 Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve  
33 dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("**EITC**") and to  
34 make available the forms required to secure advance EITC payments from the employer pursuant to  
35 Section 10.37.4. MUSEUM shall permit access to work sites for authorized CITY representatives to  
36 review the operation, payroll, and related documents, and to provide certified copies of the relevant  
37 records upon request by the CITY. Whether or not subject to the LWO, MUSEUM shall not retaliate

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1 against any employee claiming non-compliance with the provisions of the LWO, and, in addition,  
2 pursuant to section 10.37.6(c), MUSEUM agrees to comply with federal law prohibiting retaliation  
3 for union organizing.

4 **20.4.2. Living Wage Coverage Determination.** The BOARD and the Office of the City  
5 Administrative Officer have made an initial determination as to whether this Lease is a proprietary  
6 lease or a proprietary license under the LWO, and, if so, whether it is exempt from coverage by the  
7 LWO, and the Living Wage Coverage Determination Form reflecting that initial determination is  
8 attached to this Lease on page B-9 in Exhibit B. If the determination has been made that the LWO  
9 is applicable to MUSEUM with respect to this Lease, a Declaration of Compliance, attached to this  
10 Lease as page B-10 in Exhibit B, must be executed by MUSEUM prior to or contemporaneously with  
11 this Lease. Determinations as to whether this Lease is a proprietary lease or license covered by the  
12 LWO, or whether an employer or employee are exempt from coverage under the LWO are not final,  
13 but are subject to review and revision as additional facts are examined and/or other interpretations  
14 of the law are considered. In some circumstances, applications for exemption must be renewed  
15 periodically (e.g., every two (2) years for proprietary lessees or licenses claiming exemption due to  
16 annual gross revenues of less than \$200,000 and with less than seven (7) employees (section  
17 10.37.1(i)). CITY shall notify MUSEUM in writing about any redetermination by CITY of coverage  
18 or exemption status. To the extent MUSEUM claims non-coverage or exemption from the provisions  
19 of the LWO, the burden shall be on MUSEUM to prove such non-coverage or exemption.  
20

21 **20.4.3. Termination Provisions And Other Remedies: Living Wage Policy.** Under the  
22 provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall  
23 constitute a material breach of this Lease and CITY shall be entitled to terminate this Lease and  
24 otherwise pursue legal remedies that may be available, including those set forth in the LWO, if CITY  
25 determines that MUSEUM violated the provisions of the LWO. The procedures and time periods  
26 provided in the LWO are in lieu of the procedures and time periods provided in Article 15 of this  
27 Lease. Nothing in this Lease shall be construed to extend the time periods or limit the remedies  
28 provided in the LWO.

29 **20.5. Non-Discrimination.**

30 **20.5.1 Non-Discrimination in Use of Premises.** There shall be no discrimination against or  
31 segregation of any person, or group of persons, on account of race, religion, national origin, ancestry,  
32 sex, sexual orientation, age, physical handicap, marital status, domestic partner status or medical  
33 condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises or any  
34 part of the Premises or any operations or activities conducted on the Premises or any part of the  
35 Premises, nor shall MUSEUM or any person claiming under or through MUSEUM establish or permit  
36 any such practice or practices of discrimination or segregation with reference to the selection,  
37 location, number, use of occupancy of tenants, subtenants, or vendees of the Premises. Any sublease

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1 or assignment which may be permitted under this Lease shall also be subject to the non-  
2 discrimination clauses contained in this Section 20.5.

3 20.5.2. **Non-Discrimination In Employment.** During the Term of this Lease MUSEUM agrees  
4 not to discriminate against any employee or applicant for employment because of race, religion,  
5 national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic  
6 partner status or medical condition.

7 20.5.3. **Equal Employment Practices.** If this is a Lease for which the consideration is  
8 \$1,000.00 or more, during the performance of this Lease MUSEUM further agrees to comply with  
9 Section 10.8.3 of the Los Angeles Administrative Code, a copy of which is attached hereto beginning  
10 on page B-17 to Exhibit B and by this reference incorporated herein.

11 20.5.4. **Affirmative Action Program.** If this is a Lease is a non-construction contract with or  
12 on behalf of the City of Los Angeles for which the consideration is \$100,000.00 or more, during the  
13 performance of this Lease MUSEUM further agrees to comply with Section 10.8.4 of the Los Angeles  
14 Administrative Code, a copy of which is attached hereto beginning on page B-18 to Exhibit B and by  
15 this reference incorporated herein.

16 20.5.5. **Equal Benefits Provisions.** This Lease is subject to Section 10.8.2.1, Article 1,  
17 Chapter 1, Division 10 of the Los Angeles Administrative Code related to equal benefits to employees  
18 ("**Equal Benefits Provision**"), a copy of which is attached hereto starting on page B-22 in Exhibit B.  
19 Pursuant to this Section, during the Term of this Lease:

20 20.5.5.1. MUSEUM certifies and represents that MUSEUM will provide equal benefits  
21 to its employees with spouses and its employees with domestic partners at any of MUSEUM's  
22 operations within the City of Los Angeles (MUSEUM agrees to post a copy of this  
23 Paragraph 20.5.5.1 in conspicuous places at its place of business available to employees and  
24 applicants for employment);

25 20.5.5.2. MUSEUM shall permit access to and may be required to provide certified  
26 copies of all of its records pertaining to employment and to its employment practices to the  
27 BOARD or the City Administrative Officer, for the purpose of investigation to ascertain  
28 compliance with the Equal Benefits Provisions of this Lease, and on CITY'S request to provide  
29 evidence that it has complied or will comply with the Equal Benefits Provisions;

30 20.5.5.3. The failure of MUSEUM to comply with the Equal Benefits Provisions of this  
31 Lease shall constitute a material breach of this Lease. Such failure shall only be established  
32 upon a finding to that effect by CITY on the basis of an investigation by the BOARD or that of

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1 the City Administrative Officer. No such finding shall be made except upon a full and fair  
2 hearing after notice and an opportunity to be heard has been given to Landlord.

3 20.5.5.4. Upon a finding duly made that MUSEUM has breached the Equal Benefits  
4 Provisions of this Lease, this Lease may be forthwith canceled, terminated or suspended, in  
5 whole or in part, by CITY. In addition, such breach may be the basis for a determination by  
6 the BOARD or the City Administrative Officer that MUSUEM is an irresponsible bidder  
7 pursuant to the provisions of Section 386 of the Los Angeles City Charter (Section 371 after  
8 July 1, 2000). In the event of such determination, MUSEUM shall be disqualified from being  
9 awarded a lease or other contract with the City of Los Angeles for a period of two years, or  
10 until it shall establish and carry out a program in conformance with the Equal Benefits  
11 Provisions.

12 20.5.5.5. Notwithstanding any other provisions of this Lease, CITY shall have any and  
13 all other remedies at law or in equity for any breach of the Equal Benefits Provisions of this  
14 Lease.

15 20.5.5.6. Nothing contained in this Lease shall be construed in any manner so as to  
16 require or permit any act which is prohibited by law.

17 20.5.5.7. The equal benefits requirements of this Article 20 shall not apply to collective  
18 bargaining agreements in effect prior to January 9, 2000. Amendments, extensions or other  
19 modifications of such collective bargaining agreements, occurring subsequent to January 9,  
20 2000, shall incorporate the equal benefits requirements of this Article 20.

21 20.5.5.8. MUSEUM shall include the Equal Benefits Provisions in all subcontracts  
22 awarded for work to be performed for CITY under this Lease and shall impose the same  
23 obligations, including but not limited to filing and reporting obligations, on the subcontractors  
24 as are applicable to MUSEUM. Failure of MUSEUM to comply with this requirement or to  
25 obtain the compliance of its subcontractors with all such obligations shall subject MUSEUM  
26 to the imposition of any and all sanctions allowed by law, including, but not limited to,  
27 termination of this Lease.

28 20.6. **Tax Registration Certificates And Tax Payments.** This Section is applicable where MUSEUM  
29 is engaged in business within the City of Los Angeles and MUSEUM is required to obtain a Tax Registration  
30 Certificate ("TRC") pursuant to one or more of the following articles (collectively "**Tax Ordinances**") of  
31 Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.],  
32 Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy  
33 Tax) [section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15  
34 (Parking Occupancy Tax) [section 21.15.1, et seq.]. Prior to the execution of this Lease, or the effective date

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1 of any extension of the Term or renewal of this Lease, MUSEUM shall provide to the BOARD proof  
2 satisfactory to the General Manager that MUSEUM has the required TRCs and that MUSEUM is not then  
3 currently delinquent in any tax payment required under the Tax Ordinances. CITY may terminate this Lease  
4 upon thirty (30) days' prior written notice to MUSEUM if CITY determines that MUSEUM failed to have the  
5 required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of  
6 entering into, extending the Term of, or renewing this Lease. CITY may also terminate this Lease upon ninety  
7 (90) days prior written notice to MUSEUM at any time during the Term of this Lease if MUSEUM fails to  
8 maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and  
9 MUSEUM fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure  
10 provided in Paragraph 15.2.1).

11 20.7 **Ordinance Language Governs.** Exhibit B is provided as a convenience to the parties only; in  
12 the event of a discrepancy between Exhibit B and the applicable ordinance language, as amended, the  
13 language of the ordinance shall govern.

14 **ARTICLE 21. MISCELLANEOUS PROVISIONS**

15 21.1. **Amendment Of Lease.** No amendment, modification, supplement or mutual termination of  
16 any provision of this Lease shall in any event be effective unless the same shall be in writing and signed by  
17 CITY and MUSEUM.

18 21.2. **Binding Effect.** Subject to the provisions of this Lease relative to assignment (Section 17.1),  
19 this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees,  
20 successors and assigns of the respective parties hereto.

21 21.3. **Captions, Table Of Contents, And Index.** The captions and table of contents of this Lease are  
22 inserted only as a matter of convenience and reference, and they in no way define, limit, or describe the  
23 scope of any provisions of this Lease, or the intent of any provision of this Lease, and shall not be used with  
24 respect to the interpretation of any provision of this Lease.

25 21.4. **Conflict Of Laws And Venue.** This Lease shall be governed by and construed under the laws  
26 of the State of California. Venue on any action arising out of this Lease will be proper only in the County of  
27 Los Angeles, State of California.

28 21.5. **Corporate Resolution.** MUSEUM shall provide to CITY a current copy of its Corporate  
29 Resolution depicting the names and legal signatures of the officers of the corporation authorized to execute  
30 legal documents, including this Lease, on behalf of MUSEUM. Within thirty (30) days of any change in such  
31 names, MUSEUM shall provide to CITY the updated Corporate Resolution.

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1           21.6. **Counterparts.** This Lease may be executed in one or more counterparts, each of which may  
2 be deemed an original, but all of which together shall constitute one and the same instrument.

3           21.7. **Exhibits - Incorporation In Lease.** All exhibits referred to are attached to this Lease and  
4 incorporated by reference.

5           21.8. **Force Majeure.** Whenever either party hereto shall be required by the provisions of this Lease  
6 or by law to perform any contract, act, work, construction, labor or services (excepting only the obligation  
7 to pay rent due hereunder), or to discharge any lien against the Premises, or to perform and comply with any  
8 laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in  
9 default herein and the other party shall not enforce or exercise any of its right under this Lease, if and so long  
10 as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or  
11 national defense preemptions, governmental restrictions, acts of God or other similar causes beyond the  
12 reasonable control of the nonperforming party; provided, however, that notwithstanding any of the  
13 provisions of the foregoing, the nonperforming party shall commence such performance and continue the  
14 same with diligence and continuity immediately after the removal of any of the causes hereinabove specified.

15           21.9. **Gender.** As used herein, the neuter gender includes the feminine and masculine, the  
16 masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and  
17 each includes corporations, limited liability companies, partnerships or other legal entities when the context  
18 so requires.

19           21.10. **Memorandum Of Lease.** A Memorandum of Lease, substantially in the form as that  
20 attached to this Lease as Exhibit C, shall be completed and executed by both parties concurrently with the  
21 execution of this Lease. CITY may record such Memorandum of Lease.

22           21.11. **No Prior Agreements.** This Lease contains all of the agreements of the parties hereto  
23 with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or  
24 representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose  
25 unless expressly incorporated in the provisions of this Lease.

26           21.12. **No Relocation Assistance.** MUSEUM acknowledges that it is **not** entitled to relocation  
27 assistance or any other benefits under the California Relocation Assistance Act (Government Code section  
28 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as  
29 amended (42 U.S.C.A. § 4601, et seq.), or any other provisions of law upon termination of this Lease.

30           21.13. **Possessory Interest Tax.** By executing this Lease and accepting the benefits thereof,  
31 MUSEUM may be creating a property interest known as "possessory interest" which may be subject to  
32 property taxation. MUSEUM, as the party in whom the possessory interest is vested, shall be responsible for

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1 the payment of all property taxes, if any, levied upon such interest. MUSEUM acknowledges that the notice  
2 required under California Revenue and Taxation Code section 107.6 has been provided.

3 21.14. **Quiet Enjoyment.** If MUSEUM is not in default as provided herein, MUSEUM shall and  
4 may peaceably and quietly have, hold, and enjoy the Premises with necessary ingress and egress in  
5 accordance with the provisions hereof.

6 21.15. **Severability.** If any provision of this Lease or the application thereof to any person or  
7 circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application  
8 of such provision to persons or circumstances other than those as to which it is invalid or unenforceable,  
9 shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest  
10 extent permitted by law.

11 21.16. **Sole Discretion.** In those instances in this Lease where it is provided that CITY or the  
12 General Manager or other City of Los Angeles agency may approve a request in the exercise of "**sole  
13 discretion**" or words of like import, the parties expressly agree that CITY or the General Manager or other City  
14 of Los Angeles agency, as the case may be, has the absolute unfettered discretion to grant or withhold  
15 approval, either arbitrarily or otherwise, and without or without reason, and neither MUSEUM nor any other  
16 party or tribunal shall have any right or power to inquire into or review the granting or withholding of such  
17 approval or the reasons or lack of reasons therefor.

18 21.17. **Time.** Time is of the essence with respect to the performance or observance of each of  
19 the obligations, covenants and agreements under this Lease. Except where expressly stated to be "business  
20 days" or "working days," the word "**days**" shall mean "calendar days."



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**IN WITNESS WHEREOF**, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners , Landlord herein, and the CHILDREN'S MUSEUM OF LOS ANGELES, a California public benefit corporation, Tenant herein, have caused this Lease to be executed as of the date of the attestation by the City Clerk.

**APPROVED AS TO FORM AND LEGALITY:**

JAMES K. HAHN, City Attorney

By: \_\_\_\_\_  
PATRICIA V. TUBERT  
Senior Assistant City Attorney

DATE: \_\_\_\_\_

**ATTEST:**

J. MICHAEL CAREY, City Clerk

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

DATE: \_\_\_\_\_

**CITY:**

CITY OF LOS ANGELES, a municipal corporation,  
acting by and through its BOARD OF  
RECREATION AND PARK COMMISSIONERS

DRAFT - DO NOT SIGN

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

DRAFT - DO NOT SIGN

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

DATE: \_\_\_\_\_

**TENANT:**

CHILDREN'S MUSEUM OF LOS ANGELES, a  
California public benefit corporation

DRAFT - DO NOT SIGN

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

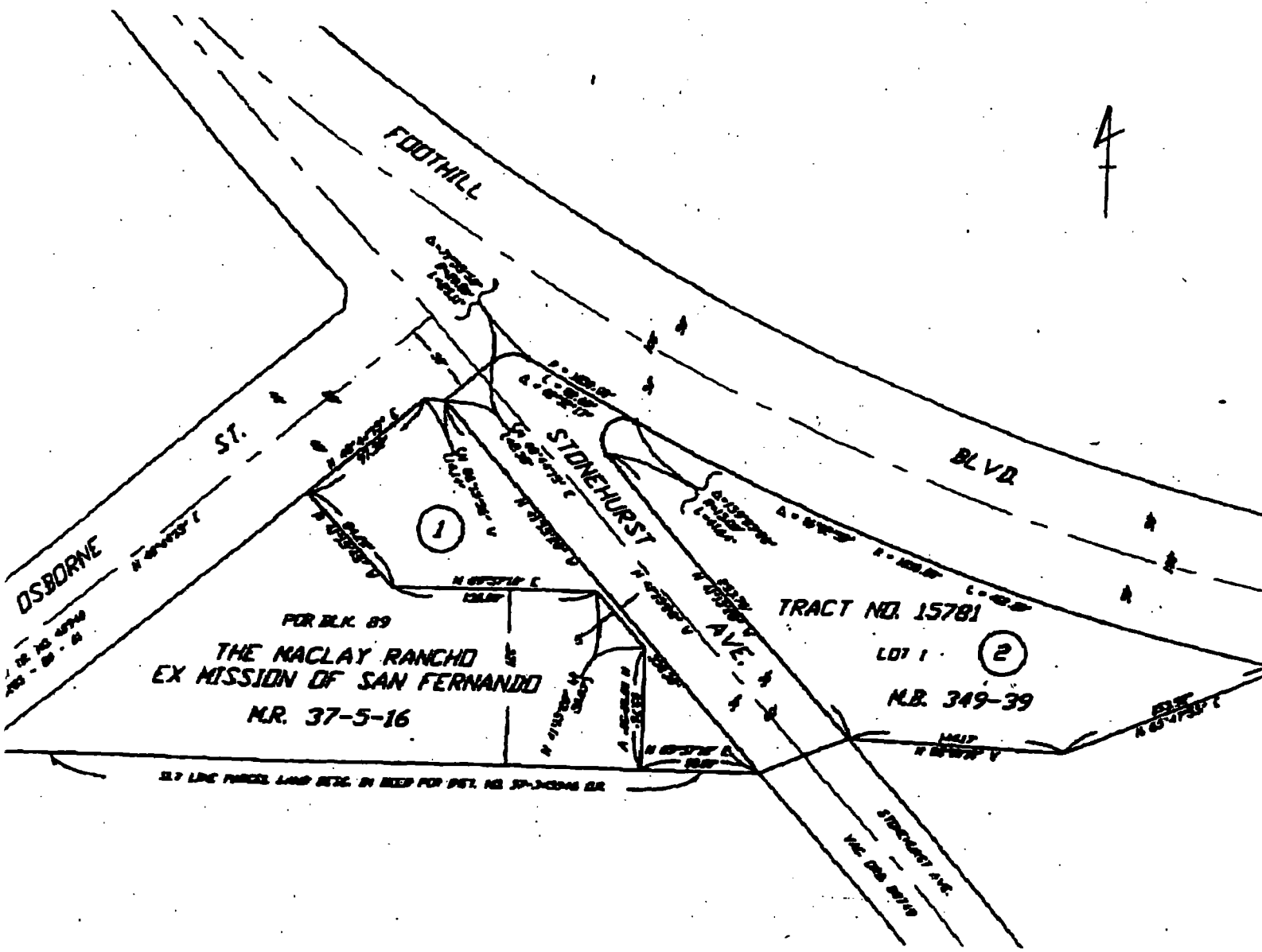
DRAFT - DO NOT SIGN

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

DATE: \_\_\_\_\_

Council File:  
Council Action:  
(05/23/00)

EXHIBIT A: PLOT PLAN



**LEGAL DESCRIPTION:** (Parcel 2 on the above Plot Plan) The land situated in the State of California, County of Los Angeles, described as follows:

LOT 1, TRACT NO. 15781, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 349, PAGE 39, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

**EXHIBIT A-1  
(Vacation of Stonehurst Avenue)**

**SOUTHWEST HALF OF STONEHURST AVENUE**

THAT PORTION OF STONEHURST AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 15781, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 349, PAGE 39, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN 1,650-FOOT RADIUS CURVE IN THE NORTHEASTERLY BOUNDARY OF LOT 1, SAID TRACT; THENCE ALONG THE NORTHWESTERLY CONTINUATION OF SAID CERTAIN CURVE A DISTANCE OF 82.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 20 FEET, TANGENT TO SAID NORTHWESTERLY CONTINUATION AND TANGENT TO A LINE PARALLEL WITH AND 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF OSBORNE STREET, AS SHOWN ON MAP OF TRACT NO. 48940, FILED IN BOOK 1203, PAGES 80 AND 81, OF SAID MAPS; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE A DISTANCE OF 25.11 FEET TO SAID PARALLEL LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT IN THE CENTERLINE OF SAID STONEHURST AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF SAID STONEHURST AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY LINE OF STONEHURST AVENUE, VACATED AS DESCRIBED IN ORDINANCE NO. 88749 OF THE CITY OF LOS ANGELES; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO SAID LAST MENTIONED CENTERLINE; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CENTERLINE TO SAID TRUE POINT OF BEGINNING.

**NORTHEAST HALF OF STONEHURST AVENUE**

THAT PORTION OF STONEHURST AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 15781, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 349, PAGE 39, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND THAT PORTION OF FOOTHILL BOULEVARD, AS SHOWN ON MAP OF SAID TRACT, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN 1,650-FOOT RADIUS CURVE IN THE NORTHEASTERLY BOUNDARY OF LOT 1, SAID TRACT; THENCE ALONG THE NORTHWESTERLY CONTINUATION OF SAID CERTAIN CURVE A DISTANCE OF 82.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 20 FEET, TANGENT TO SAID NORTHWESTERLY CONTINUATION AND TANGENT TO A LINE PARALLEL WITH AND 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF OSBORNE STREET, AS SHOWN ON MAP OF TRACT NO. 48940, FILED IN BOOK 1203, PAGES 80 AND 81, OF SAID MAPS; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE A DISTANCE OF 25.11 FEET TO SAID PARALLEL LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT IN THE CENTERLINE OF SAID STONEHURST AVENUE, THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CENTERLINE TO THE NORTHWESTERLY LINE OF STONEHURST AVENUE, VACATED AS DESCRIBED IN ORDINANCE NO. 88749 OF THE CITY OF LOS ANGELES; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE BOUNDARY OF SAID LOT TO THE POINT OF BEGINNING.

(Street Vacation)

# LAAC SEC. 10.38 - BURMA CONTRACTING

## EXHIBIT B: CITY ORDINANCE MANDATES

### BURMA CONTRACTING ORDINANCE Los Angeles Administrative Code

#### Sec. 10.38 Purpose.

The City of Los Angeles in exercising its power to make economic decisions in the market, to the extent permissible and consistent with the City's interests, shall restrict its contracting for goods and services with persons and entities that do not do business with Burma.

#### Sec. 10.38.1 Definitions.

For purposes of this Article, the definitions of "awarding authority" and "contract" <sup>1</sup> contained in Section 10.8.1 of this Code shall be applicable. In addition, the following definitions shall apply to the following terms used in this Article:

(a) "Bid documents" shall include requests for proposals (RFPs), invitations for bids (IFBs), requests for qualifications (RFQs), advertisements for bids, and other similar documents.

(b) "City" means city of Los Angeles, and all awarding authorities of the City, including those Departments which exercise independent control over their expenditure of funds and which adopt policies consonant with the provisions of this Article.

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1. Los Angeles Administrative Code, Section 10.8.1 provides, in applicable part:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

"Contract" means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

(c) "Doing Business" means engaging in the activity of a business, commercial enterprise, trade, calling, vocation, profession or any means of livelihood, whether or not carried on for gain or profit.

(d) "Goods or services" includes but is not limited to goods, services, products, commodities, materials, supplies, equipment and any rights in real or personal property.

(e) "Government of Burma" or "Burma" means the nation of Burma (also called Myanmar) and any territory controlled by Burma, and any public or quasi-public entity operating as an agency or political subdivision of Burma, including but not limited to municipal, provincial, national or other governmental bodies (including all departments, agencies, and other instrumentalities of such bodies), public utilities, public facilities, or any corporation in which or for which the public sector of Burma has a financial interest or operational responsibility.

(f) "Person or entity" includes all individuals, for-profit domestic and foreign corporations, associations, syndicates, joint stock companies, partnerships of every kind, joint ventures, clubs and unincorporated associations.

#### Sec. 10.38.2 Prohibited Transactions.

The City shall only enter into or renew any contract or exercise an option pursuant to a contract if the contract is not subject to the competitive bid requirements of City Charter Section 386(b) and if the transaction is not:

(a) For goods which are manufactured, produced, assembled or grown, extracted, or mined in Burma;

(b) For goods or services with any of the following:

- (1) The government of Burma.
- (2) Any person or entity organized under the laws of Burma.
- (3) Any person or entity who owns property or is doing business in Burma.
- (4) Any person or entity which is doing business with the government of Burma or has done

### BURMA CONTRACTING ORDINANCE

## LAAC SEC. 10.38 - BURMA CONTRACTING

business with the government of Burma within the preceding twelve months.

- (5) Any person or entity which controls or is controlled by a person or entity described in (1) through (4) above.
- (6) The exclusive distributor of a person or entity described in (1) through (5) above.

A person or entity shall be deemed to control another if, as a matter of fact or law, it has the authority to direct or affect management decisions of such other person or entity.

Every bid document and contract to which this Article applies shall contain a recital of this Article.

### Sec. 10.38.3 Statement Required From Bidder.

Prior to reviewing responses to bid documents for contracts covered by this Article, the awarding authority shall obtain from each person or entity seeking a contract award, a statement under penalty of perjury from an authorized representative, on a form to be provided, declaring the extent, if any, to which said person or entity does business with Burma unless the bidder has already submitted said statement in response to a previous bid or proposal request and the City has no reason to believe, based on notice from the bidder or otherwise, that the bidder's eligibility under this Article changed. Further, said person or entity shall promptly notify the awarding authority in writing if there is a subsequent change in its eligibility under this Article. A person or entity who fails to submit the statement required by this Section or who fails to respond to requests for clarification or for additional information shall be deemed to be doing business in Burma for the purposes of this Article.

### Sec. 10.38.4 Exemptions.

In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from the application of Section 10.38.2:

- (a) Contracts for which application of this Article would disqualify all or all but one bidder;
- (b) Contracts for the acquisition of news publications services;
- (c) Contracts for the acquisition of international transportation services;
- (d) Contracts for international long distance telephone, telegraph and mail services so long as domestic services within Burma is not provided;

(e) Contracts for which application of Section 10.38.2 with reasonable foreseeability would result in a significant loss of quality or significant additional costs to the City;

(f) Contracts for purchases of one thousand dollars or less;

(g) Contracts for expenses incurred by City employees while traveling on City business except for lodging expenses;

(h) Contracts for proprietary products, copyrighted material and for replacement parts and services available only from one manufacturer for which it is not possible to find substitutes.

(i) Contracts for which the City Council determines that application of this Article would otherwise be contrary to the best interests of the City. Such determination must be based on finding made by the City Council that set forth the nature of the proposed contract, the interests being protected, alternatives available to the City, if any, and the manner in which granting the exemption protects the health, safety and welfare of the City's citizens, employees or treasury.

### Sec. 10.38.5 Termination of Ineligible Contracts

Each contract not exempted under this Article shall contain a provision granting the City the authority to terminate the contract and to refuse payment for goods received or services performed if the City determines that the person or entity under contract at the time of entering the contract was ineligible under this Article or later became ineligible.

### Sec. 10.38.6 Rules and Regulations.

The Mayor, the City Attorney and the Chief Administrative officer, with the assistance of the Purchasing Agent, shall propose, subject to the approval of the City Council, a Certification Form and Memorandum to Awarding Authorities not in conflict with this Article to assist the awarding authorities of the City to carry out its purposes of this Article. Those Departments which exercise independent control over their expenditure of funds and elect to adopt policies consonant with this Article may promulgate their own rules and regulations or adopt those proposed by the Mayor and approved by the Council.

### Sec. 10.38.7 Consistency with Federal or State Law.

The provisions of this Article shall not be applicable to those instances in which application of Section 10.38.2 would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized

**LAAC SEC. 10.38 - BURMA CONTRACTING**

representative of any such agency with respect to any such grant or contract.

**ARTICLE HISTORY**

*Added by Ord. No. 172,351, eff. 1-30-99*

# LAAC SEC. 10.10 - CHILD SUPPORT

## CHILD SUPPORT ASSIGNMENT ORDERS ORDINANCE

Los Angeles Administrative Code  
(Applicable portions)

### Sec. 10.10 Child Support Assignment Orders.

#### a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded, or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

#### b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code Section 5230 et seq. and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

#### c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

#### d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code Sec. 5230 et seq. and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

### ARTICLE HISTORY

*Added by Ord. No. 172,401, eff. 2-13-99*

### CHILD SUPPORT ORDINANCE

LEASE -

EXHIBIT B

CHILDREN'S MUSEUM OF LOS ANGELES Page B-4 of B-24

SSCHE02-109888  
HANSEN DAM SITE

# LAAC SEC. 10.36 - WORKER RETENTION

## SERVICE CONTRACT WORKER RETENTION ORDINANCE

### LOS ANGELES ADMINISTRATIVE CODE

#### ARTICLE 10 SERVICE CONTRACT WORKER RETENTION

*Article added by Ord. No. 170,784, Eff. 1-13-96; amended by Ord. No. 171,004, Eff. 5-18-96.*

##### Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social

support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

##### SECTION HISTORY

*Article and Section Added by Ord. No. 170,784, Eff. 1-13-96. Amended by: Article and Section, Ord. No. 171,004, Eff. 5-18-96.*

##### Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City discrete financial assistance expressly articulated and identified by the City in excess of one hundred thousand dollars (\$100,000), such as, through bond financing, planning assistance, tax increment financing, tax credits, or any other form of financial assistance if the purpose of such other form of assistance is economic development or job growth; provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

(d) "Contractor" means any person that enters into a service contract with the City or a City financial assistance recipient.

#### WORKER RETENTION ORDINANCE



## LAAC SEC. 10.36 - WORKER RETENTION

(e) "Employee" means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) "Service contract" means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) "Subcontractor" means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) "Successor service contract" means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by:  
Ord. No. 171,004, Eff. 5-18-96.*

#### Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the

awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in Subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article.

## WORKER RETENTION ORDINANCE

## LAAC SEC. 10.36 - WORKER RETENTION

“Cause” for this purpose shall include, but not be limited to, the employee’s conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee’s performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City’s or the recipient’s own service employees, the City or the recipient, as the case may be, shall be deemed to be a “terminated contractor” within the meaning of this section and the contractor under the service contract shall be deemed to be a “successor contractor” within the meaning of this section and Section 10.36.3.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by:  
Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) Added, Ord.  
No. 172,349, Eff. 1-29-99.*

### Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee’s employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor’s (or subcontractor’s, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney’s fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by:  
Ord. No. 171,004, Eff. 5-18-96.*

### Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor’s Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by:  
Ord. No. 171,004, Eff. 5-18-96.*

### Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

## WORKER RETENTION ORDINANCE

## LAAC SEC. 10.36 - WORKER RETENTION

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by:  
Ord. No. 171,004, Eff. 5-18-96.*

#### Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96. Amended by:  
Ord. No. 172,337, Eff. 1-14-99.*

#### Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18, 1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96. Amended by:  
Ord. No. 171,004, Eff. 5-18-96; Ord. No. 172,337, Eff.  
1-14-99.*

#### Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.*

#### Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.*

# LIVING WAGE ORDINANCE

## DEPARTMENTAL DETERMINATION OF COVERAGE UNDER THE LIVING WAGE ORDINANCE

This form must be completed by the department and attached to the proposed contract, lease, license, or Authority for Expenditure that includes a Letter of Agreement, in the review process (e.g., CAO Budget Analyst, City Attorney, etc.). If the contract/agreement is "subject" to the LWO, a signed Declaration of Compliance must also be attached; or, if the contract/agreement is "not covered" or "exempt," an Exemption form approved by the CAO. Upon contract execution, these documents must be provided to the CAO, Living Wage Section and the City Controller (see exceptions below). Payment to the contractor will not be processed unless the required documents are on file.

Department Department of Recreation and Parks Dept. Rep. \_\_\_\_\_  
 Date \_\_\_\_\_ Phone \_\_\_\_\_  
 Contractor CHILDREN'S MUSEUM OF LOS ANGELES, a California public benefit corporation Contract # \_\_\_\_\_

This is a: New Contract  Renewal Contract \_\_\_\_\_ Amended Contract \_\_\_\_\_ Successor Contract \_\_\_\_\_ Other(explain) \_\_\_\_\_

If this is a Successor Contract, with employees paid less than \$15 per hour, did the department comply with the Service Contract Worker Retention Ordinance? Yes \_\_\_\_\_ No \_\_\_\_\_

**Contracts, Leases and Licenses Subject to the Living Wage Ordinance**

	<u>LAAC</u>	<u>Covered</u>	<u>Not Covered</u>
Service contract (at least 3 months <u>and</u> over \$25,000)	10.37.1(j)	_____	_____ *
Proprietary leases or licenses	10.37.1(i)	_____ X _____	_____ * -
Other leases or licenses	10.37.1(i)	_____	_____ *
City financial assistance recipient (see below)	10.37.1(c)	_____	
Child care workers with non-profit organization	10.37.1(g)	_____	
Non-profit organization under IRS 501(c)(3) w/ chief executive officer salary <u>greater than</u> 8 times lowest paid worker	10.37.1(g)	_____	
Business Improvement Districts (BIDs), City or grant funds	Reg. 11	_____	

**Contracts, Leases and Licenses Exempt from the Living Wage Ordinance**

An Awarding Authority or Bidder Request for Non-Coverage or Exemption must be attached to all of the following contracts, leases, licenses or AFE's that the Awarding Department has determined to be exempt from coverage:

		<u>Exempt</u>	<u>Term</u>	<u>Amount</u>
Service contract (less than 3 months <u>or</u> \$25,000 or less)	10.37.1(j)	_____ ❖	_____	_____
Other governmental entity	10.37.1(g)	_____ ❖		
Purchase or rental of goods, equipment, property	10.37.1(j)	_____ ⊕		
Construction contract	10.37.1(j)	_____ ⊕		
Occupational license required	10.37.1(f)	_____		
Collective bargaining agreement w/ LWO supersession language	10.37.12	_____		
Financial assistance recipient	10.37.1(c)	_____		
Below \$1,000,000 in 12 months		_____		
At least \$100,000 assistance/year (non-continuing)		_____		
First year of operation		_____		
Other than economic development or job growth		_____		
Economic hardship		_____		
(only applicable to employers of long-term unemployed, or provide training for preparation for permanent employment; requires Council approval)		_____		
Non-profit organization under IRS 501(c)(3) w/ chief executive officer salary <u>less than</u> 8 times lowest paid worker	10.37.1(g)	_____		
Proprietary lessee or licensee w/ less than \$200,000 gross revenue and no more than 7 employees	10.37.1(i)	_____		
One person contractors, lessee, licensee, financial assistance recipient with no workers	10.37.1(f)	_____		
Business Improvement Districts (BIDs), assessment monies	Reg. 11	_____		

\* Complete Exemption Form.

❖ No Exemption Form is required.

⊕ This Form Does NOT need to be completed for these contracts.

Form CAO/LW-1 Rev. 7/22/99 CAO & Controller

**LIVING WAGE COVERAGE**

**LAAC SEC. 10.37 - LIVING WAGE**

**CITY OF LOS ANGELES**  
**Office of the City Administrative Officer**  
**Living Wage Section**  
**111 North Hope Street, Room 625**  
**Los Angeles, CA 90012**

**DECLARATION OF COMPLIANCE**  
**Service Contract Worker Retention Ordinance and the Living Wage Ordinance**

Los Angeles Administrative Code (LAAC) Sections 10.36 et seq. and 10.37 et seq. provide that all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or certain recipients of City financial assistance shall comply with all applicable provisions of the Ordinances.

During the performance of this agreement, the contractor, lessee, licensee, or City financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The contractor shall provide to the City a list of all subcontractors and a list of all employees under the agreement (including employees of subcontractors) within 10 days after execution. The list of employees shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the City Administrative Officer within 90 days of execution of the subcontract. In case of a successor service contract, a successor contractor shall retain for a 90-day transition employment period employees who have been employed by the terminated contractor or its subcontractor, if any, for the preceding 12 months or longer, pursuant to Section 10.36.2.

The contractor, lessee, licensee, or City financial assistance recipient further agrees:

- (a) To pay covered employees a wage no less than the minimum initial compensation of \$7.51 per hour (adjusted July 1, 1999) with health benefits, as referred to in (c) below, or otherwise \$8.76 per hour (adjusted July 1, 1999), pursuant to Section 10.37.2(a). Such rates shall be adjusted annually and shall become effective July 1;
- (b) To provide at least 12 compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off pursuant to Section 10.37.2(b) and Regulation 4(e)(3);
- (c) Where so elected under (a) above, to pay at least \$1.25 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 10.37.3;
- (d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4;
- (e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

**Failure to complete and submit this form to the Awarding Authority and to the City Administrative Officer may result in withholding of payments by the City Controller, or contract termination.**

Check box only if applicable:  I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City agreement.

Company Name CHILDREN'S MUSEUM OF LOS ANGELES		Signature of Officer or Authorized Representative	
Company Address and Phone Number		Type or Print Name and Title	
Date	Contract Number	Awarding City Department Department of Recreation and Parks	Type of Service Lessee

Form CAO/LW-5 Rev. 7/27/99

**DECLARATION OF COMPLIANCE**  
**EXHIBIT B**

## LAAC SEC. 10.37 - LIVING WAGE

### LOS ANGELES ADMINISTRATIVE CODE ARTICLE 11 LIVING WAGE

*Article added by Ord. No. 171,547, Eff. 5-5-97; amended by Ord. No. 172,337, Eff. 1-14-99.*

#### **Sec. 10.37. Legislative Findings.**

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services has all too often resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such employees, to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article the City intends to require service contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor. The same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the

performance by the City's lessee or licensee and thereby does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

#### **Sec. 10.37.1. Definitions.**

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or proprietary lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.

(c) "City financial assistance recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this

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article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §§1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if (1) it is in its first year of existence, in which case the exemption shall last for one (1) year, (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient — who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship — may apply in writing to the City department or office administering such assistance, which department or office shall forward such application and its recommended action on it to the City Council. Waivers shall be effected by Council resolution.

(d) "Contractor" means any person that enters into (1) a service contract with the City, (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in subsection (f).

(e) "Designated administrative agency (DAA)" means that City department or office designated by Council resolution to bear administrative responsibilities under section 10.37.7. The City Clerk shall maintain a record of such designations.

(f) "Employee" means any person — who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license — who is employed (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service

contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; (2) as a service employee -- of a proprietary lessee or licensee, of a sublessee or sublicensee -- who works on the leased or licensed premises; (3) by a City financial assistance recipient who expends at least half of his or her time on the funded project, or (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(g) "Employer" means any person who is a City financial assistance recipient, contractor, subcontractor, proprietary lessee, proprietary sublessee, proprietary licensee, or proprietary sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§21.00-21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(h) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(i) "Proprietary lease or license" means a lease or license of City property on which services are rendered by employees of the proprietary lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies: (1) the services are rendered on premises at least a portion of which is visited by substantial members of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities), (2) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City; provided, however, that a proprietary lessee or licensee having annual gross revenues of less than two-hundred thousand dollars (\$200,000) from business conducted on the premises and employing no more than seven (7) employees will be exempt from this article, except that for proprietary leases or licenses having a term of more than two (2) years, the exemption shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application. To qualify for this exemption, the proprietary lessee or licensee must provide proof of its gross revenues and number of employees to the awarding authority of the proprietary lease or license as required by regulation. The determination of whether annual gross revenues are less than

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two-hundred thousand dollars (\$200,000) shall be based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation. Such annual gross revenue ceiling of two-hundred thousand dollars (\$200,000) shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2(a). A proprietary lessee or licensee shall be deemed to be employing no more than seven (7) employees if its workforce worked an average of no more than one-thousand, two-hundred, and fourteen (1214) hours per month for at least three-fourths of the time period upon which the revenue limitation is measured. Proprietary "leases" and "licenses" shall be deemed to include subleases and sublicenses. Proprietary "lessees" and "licensees" shall be deemed to include their sublessees and sublicensees.

(j) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies: (1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(k) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in subsection (f).

(l) "Willful violation" means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

### Sec. 10.37.2. Payment of Minimum Compensation to Employees.

#### (a) Wages.

Employers shall pay employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per hour. With the annual adjustment effective July 1, 1998, such rates were adjusted to seven dollars and thirty-nine cents (\$7.39) per hour with health benefits and eight dollars and sixty-four cents (\$8.64) without. Such rates shall continue to be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the City Employees Retirement System ("CERS"), made by the CERS Board of Administration under §4.1040. The City Administrative Office shall so advise the DAA of any such

change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

#### (b) Compensated days off.

Employers shall provide at least twelve compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

### Sec. 10.37.3. Health Benefits.

Health benefits required by this article shall consist of the payment of at least one dollar and twenty-five cents (\$1.25) per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the awarding authority to qualify for the wage rate in section 10.37.2(a) for employees with health benefits.

### Sec. 10.37.4. Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

### Sec. 10.37.5. Retaliation Prohibited

Neither an employer, as defined in this article, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

### Sec. 10.37.6. Enforcement.

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article -- back pay for each day during which the violation continued.

(2) For failure to pay medical benefits -- the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

(3) For retaliation -- reinstatement, back pay, or other equitable relief the court may deem appropriate.

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(4) For willful violations, the amount of monies to be paid under (1) - (3) shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such enforcement action and to an employer who so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DAA has determined that an employer has violated this article, the DAA shall issue a written notice to the employer that the violation is to be corrected within ten (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, proprietary lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, proprietary lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in

whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

### Sec. 10.37.7. Administration.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with this article. The DAA shall also issue determinations that persons are City financial assistance recipients, that particular contracts shall be regarded as "service contracts" for purposes of section 10.37.1(j), and that particular leases and licenses shall be regarded as "proprietary leases" or "proprietary licenses" for the purposes of section 10.27.1(j), when it receives an application for a determination of non-coverage or exemption as provided for in section 10.37.13. The DAA shall also establish employer reporting requirements on employee compensation and on notification about and usage of the federal Earned Income Credit referred to in §10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Chief Administrative Officer and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters: (a) how extensively affected employers are complying with the article; (b) how the article is affecting the workforce composition of affected employers; (c) how the article is affecting productivity and service quality of affected employers; (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

### Sec. 10.37.8. Exclusion of Service Contracts from Competitive Bidding Requirement.

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at

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least two million dollars (\$2,000,000). Charter §387 shall not be applicable to service contracts.

### **Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.**

This article shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

### **Sec. 10.37.10. Expenditures Covered.**

This article shall apply to the expenditure — whether through aid to City financial assistance recipients, service contracts let by the City, or service contracts let by its financial assistance recipients — of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

### **Sec. 10.37.11 Timing of Application.**

#### *(a) Original 1997 ordinance.*

The provisions of this article as enacted by City ordinance no. 171,547, effective May 5, 1997, shall apply to (1) contracts consummated and financial assistance provided after such date, (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves meet the requirements of former section 10.37.1(h) (definition of "service contract") or which extended contract duration, and (3) supplemental financial assistance provided after such date which itself met the requirements of section 10.37.1(c).

#### *(b) 1998 amendment.*

The provisions of this article as amended by the 1998 ordinance shall apply to (1) service contracts, proprietary leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and (2) amendments, consummated after the effective date of such ordinance, to service contracts, proprietary leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

### **Sec. 10.37.12. Supersession by Collective Bargaining Agreement.**

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

### **Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.**

The definitions of "City financial assistance recipient" in section 10.37.1(c), of "proprietary lease or license" in section 10.37.1(i), and of "service contract" in section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the

corresponding definition just mentioned, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

### **Sec. 10.37.14. Severability.**

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## NON-DISCRIMINATION IN EMPLOYMENT

### Sec. 10.8.1. Definitions.

The following definitions shall apply to the following terms used in this article:

"**Awarding Authority**" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

"**Contract**" means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

"**Contractor**" means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

"**Employment Practices**" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"**Office of Contract Compliance**" is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

"**Subcontractor**" means any person, firm or corporation or partnership, or any combination thereof who enters into a contract with a contractor to perform or provide a portion or part of any contract with the City.

### SECTION HISTORY

*Amended by: Ord.No. 147,030, Eff. 4-28-75; Definition, "Affirmative Action", Ord.No. 164,516, Eff. 4-13-89; Definition, "Affirmative Action", Ord.No. 168,244, Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.*

### Sec. 10.8.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this Chapter for each type of contract.

**Non-discrimination Practices** as outlined in Section 10.8.2 of this Code, apply to all contracts.

**Equal Employment Practices** as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

**Affirmative Action Program** as outlined in Sections 10.8.4. and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

### SECTION HISTORY

*Added by: Ord. No. 173,186, Eff. 5-22-2000.*

### Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded, or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his

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or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### SECTION HISTORY

*Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Ord. No. 172,910, Eff. 1-9-00; Ord. No. 173,186, Eff. 5-22-00.*

#### Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor certifies and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that her or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority on the basis of its own investigation or that of the Board of Public

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Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### SECTION HISTORY

*Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraph C., Ord. No. 168,244, Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.*

#### Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the

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consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hardcopy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

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H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hardcopy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier

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to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### SECTION HISTORY

*Amended by Ord.No. 147,030, Eff. 4-28-75; Paragraphs A., B., C.,*

*Ord.No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord.No 168,244, Eff. 10-18-92; Ord.No. 173,186, Eff. 5-22-00.*

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## EQUAL BENEFITS PROVISIONS

### EQUAL BENEFITS PROVISIONS LOS ANGELES ADMINISTRATIVE CODE Division 10, Chapter 1, Article 1

#### Sec. 10.8.1. Definitions.

The following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

"Contract" means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

"Contractor" means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

"Domestic partners" means, for purposes of this Article, any two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership. For purposes of this Article, domestic partners must be registered with a governmental entity pursuant to state or local law authorizing such registration or with a internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Office of Contract Compliance" is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof who enters into a contract with a contractor to perform or provide a portion or part of any contract with the City.

#### SECTION HISTORY

*Amended by: Ord.No. 147,030, Eff. 4-28-75; Definition, "Affirmative Action", Ord.No. 164,516, Eff. 4-13-89; Definition, "Affirmative Action", Ord.No. 168,244, Eff. 10-18-92.; Definition, "Domestic partners", Ord.No. 172,909, Eff. 1-9-2000; Ord.No. 173,186, Eff. 5-22-00.*

#### Sec. 10.8.2. All Contracts: Non-discrimination and Equal Benefits Clause.

##### a. Non-discrimination.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded, or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall

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include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### SECTION HISTORY

*Amended by: Ord.No. 147,030, Eff. 4-28-75; Ord.No. 164,516, Eff. 4-13-89; Ord.No. 168,244, Eff. 10-18-92.; Ord.No. 172,910, Eff. 1-9-2000, Ord.No. 173,186, Eff. 5-22-00.*

#### Sec. 10.8.2.1 Equal Benefits Ordinance.

a. **All Contracts: Equal Benefits Clause.** No awarding authority of the City, shall execute or amend any contract with any contractor that discriminates in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits as well as any other benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, or an internal registry maintained by the contractor, subject to the provisions of this Section. In the event that the contractor's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor conditions providing such benefit upon the employee agreeing to pay the excess costs. In addition, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor provides the employee with a cash equivalent to the direct expense to the employer of providing the benefit payment to a spouse or domestic partner, as applicable.

b. **Applicability.** The requirements of this Section shall apply to (i) any of a contractor's operations within the City of Los Angeles; and (ii) a contractor's operations on real property outside of the City of Los Angeles owned by the City or which the City has a right to occupy if the contractor's presence at that location is connected to a contract with the City; (iii) a contractor's operations elsewhere in the United States where the work is being performed for the City.

c. **Mandatory Provisions Pertaining to Equal Benefits.** Every contract with or on behalf of the City of Los Angeles for which the consideration is in excess of \$5,000 shall contain the following provisions which shall be designated as the Equal Benefits Provisions of such contract:

"A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

1. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

"B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

"C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

"D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by

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the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

"E. Notwithstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

"F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

"G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section."

"H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City."

d. **Enforcement.** In accordance with Division 22, Chapter 13, Article 10, of this Code, the City Administrative Officer is responsible for the enforcement of the equal benefits requirements, as referenced in this Section, or as otherwise required, of all City contracts. In enforcing this requirement, the City Administrative Officer will monitor, inspect, and investigate to insure that the contractor is acting in compliance with the equal benefits requirements of such City contracts. The City Administrative Officer shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Provisions of this contract. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program. Each awarding authority shall cooperate to the fullest extent with the City Administrative Officer in their enforcement activities. The failure of any contractor to comply with the equal benefits provisions of a contract may be deemed to be a material breach of the contract.

### e. **Non-applicability, Exceptions and Waivers.**

(1) The City Administrative Officer shall waive the requirements of this Section under the following circumstances:

A. Whenever the City Administrative Officer finds, upon the advice of the awarding authority, that there is only one prospective contractor willing to enter into a contract with the City for use of City property on the terms and conditions established by the City, or that the needed goods, services, construction services for a public work or improvement, or interest in or right to use real property are available only from a sole source, and the prospective contractor is not currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements;

B. If the awarding authority certifies in writing to the City Administrative Officer that the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Section capable of responding to the emergency is immediately available; provided that such certification must be made prior to the final approval of the contract.

C. Where the City Attorney certifies in writing to the City Administrative Officer that the contract involves specialized litigation requirements such that it would be in the best interests of the City to waive

## EQUAL BENEFITS PROVISIONS

the requirements of this Section.

(2) This Section shall not apply where the prospective contractor is a public entity and the City Administrative Officer finds that goods, services, construction services for a public work or improvement or interest in or right to use real property of comparable quality or accessibility as are available under the proposed contract are not available from another source, or that the proposed contract is necessary to serve a substantial public interest;

(3) This Section shall not apply where the awarding authority finds that the requirements of this Section will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the awarding authority has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Section.

(4) Upon the request of a potential contractor or upon the awarding authority's own initiative, after taking all reasonable measures to find an entity that complies with the law, and subject to the provisions of paragraph (5) below, the awarding authority may waive any or all of the requirements of this Section for any contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the City as of the date of the enactment of this ordinance under the following circumstances:

A. Where the awarding authority determines that there are no qualified responsive bidders or prospective contractors who could be certified as being in compliance with the requirements of this Section and that the contract is for goods, a service or a project that is essential to the City or City residents; or

B. Where the awarding authority determines that transactions entered into pursuant to bulk purchasing arrangements through federal, state or regional entities which actually reduce the City's purchasing costs would be in the best interests of the City; or

C. Where the awarding authority determines that the requirements of this Section would result in the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of this Section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Section.

(5) The waiver authority granted to awarding authorities in this Section shall be subject to the requirements that:

A. All proposed waivers must be submitted to the City Administrative Officer and the City Clerk. All proposed waivers must set forth the reasons the contracting officer is requesting the waiver, what steps were taken to find an entity that complies with this Section and why the waiver does not defeat the intent of this Section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Section. Such waivers shall be subject to the prior approval of the City Administrative Officer, which shall take action approving or denying a proposed waiver within 30 days of receiving a notification of a proposed waiver from a contracting officer. If after 30 days the City Administrative Officer has taken no action on the proposed waiver the waiver shall be deemed approved. The City Clerk shall notify all Council members of the proposed waiver.

B. For any contract subject to approval by the Council, the awarding authority shall state in the approving resolution or other action whether any waiver under this section has been or is proposed to be granted for that contract; and

C. The City Administrative Officer shall conduct quarterly comprehensive reviews of the use of the waiver authority by awarding authorities and shall make a report to the Council. Awarding authorities which have exercised their waiver authority under this Section in the previous quarter must appear before the Council Committee before which the matter is calendared and report on the use of such waiver authority. If the Council finds abuse of waiver authority by an awarding authority under this section, either as a result of a report of the City Administrative Officer or upon its own initiative, the Council may by resolution transfer that waiver authority for that awarding authority to the City Administrative Officer,

## EQUAL BENEFITS ORDINANCE

### EXHIBIT B

Page B-25 of B-26

## EQUAL BENEFITS PROVISIONS

to be exercised by the City Administrative Officer upon recommendation of the awarding authority under any or all of the circumstances enumerated in this section.

(6) Nothing in this section shall limit the right of the City to waive the provisions of this Article.

(7) This Section shall not apply to (i) the investment of trust moneys or agreements relating to the management of trust assets, (ii) City moneys invested in U.S. government securities or under pre-existing investment agreements, or (iii) the investment of City moneys where the Treasurer finds that:

A. No person, entity or financial institution doing business in the City which is in compliance with this Section is capable of performing the desired transaction(s); or

B. The City will incur a financial loss which in the opinion of the Treasurer would violate his or her fiduciary duties.

This subparagraph shall be subject to the requirement that City moneys shall be withdrawn or divested at the earliest possible maturity date if deposited or invested with a person, entity or financial institution other than the U.S. government which does not comply with this Section.

(8) The General Manager of the Department of Water and Power may waive the requirements of this Section where the contractor is providing wholesale or bulk water or power, the conveyance or transmission of same, or ancillary services such as spinning reserve, voltage control, or load scheduling, as required for assuring reliable services in accordance with good utility practice, to or on behalf of the Department of Water and Power; provided that the purchase of same may not practically be accomplished through the City's standard competitive bidding procedures; and further provided that this exemption shall not apply to contractors or franchisees providing direct, retail services to end users within the City of Los Angeles.

(9) The equal benefits requirements of this section shall not apply to any contracts, executed or amended prior to January 1, 2000 or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City, prior to January 1, 2000, unless and until such contracts are amended after January 1, 2000, and would otherwise be subject to this Section.

f. The provisions of this Section shall not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations of the United States of America.

g. Severability.

If any provision of this section is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### SECTION HISTORY

*Added by Ord. No. 172,908, Eff. 1-9-2000; amended by: Ord. No. 173,054, Eff. 2-27-00*

**EXHIBIT C: MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
c/o Office of the City Attorney  
James K. Hahn, City Attorney  
Real Property/Environment Division  
Managing Assistant  
1800 City Hall  
200 North Main Street  
Los Angeles, California 90012

Free recording in accordance with California  
Government Code section 6103

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the date of attestation by the City Clerk of the City of Los Angeles of page 2 of this Memorandum, by and between the CITY OF LOS ANGELES, a municipal corporation, as Landlord ("City") and the CHILDREN'S MUSEUM OF LOS ANGELES, a California public benefit corporation ("Tenant"), who agree as follows:

1. **Term And Premises.** City leases to Tenant, and Tenant leases from City, the real property located in the City of Los Angeles, County of Los Angeles, State of California, described as:

Lot 1, Tract No. 15781, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map filed in Book 349, Page 39, of Maps, in the Office of the Los Angeles County Recorder.

(Also, should the City Council of the City of Los Angeles vacate portions of Stonehurst Avenue adjacent to the above described real property, said vacated street, described in Exhibit 1 hereto, shall become part of this leases without further need for amendment.)

commonly known as the Hansen Dam Site located in Los Angeles, California, for a term of fifty (50) years, commencing on or about the date of execution of this Memorandum, on the provisions of the lease between the parties ("Lease"). These provisions are incorporated into this Memorandum by reference.

2. **Provisions Binding On Tenant.** The provisions of the Lease to be performed by Tenant, whether affirmative or negative in nature, are intended to and shall bind Tenant and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.

**MEMORANDUM OF LEASE**

LEASE -  
CHILDREN'S MUSEUM OF LOS ANGELES

**EXHIBIT C**

Page C-1 of C-3

SSCHE02-109888  
HANSEN DAM SITE

**MEMORANDUM OF LEASE**

3. **Provisions Binding on City.** The provisions of the Lease to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Tenant and its successors and assigns.

4. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.

5. **Reference to Lease for All Purposes.** Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file with the City Clerk of the City of Los Angeles, whose office is Room 615, City Hall, 200 North Main Street, Los Angeles, California 90012.

**APPROVED AS TO FORM AND LEGALITY:**  
JAMES K. HAHN, City Attorney

By:                     SPECIMEN - DO NOT SIGN                      
                    PATRICIA V. TUBERT  
                    Senior Assistant City Attorney

DATE: \_\_\_\_\_

**ATTEST:**  
J. MICHAEL CAREY, City Clerk

By:                     SPECIMEN - DO NOT SIGN                      
                    Deputy

DATE: \_\_\_\_\_

**CITY:**  
CITY OF LOS ANGELES, a municipal corporation,  
acting by and through its Board of Recreation and  
Park Commissioners

By:                     SPECIMEN - DO NOT SIGN                    

President

By:                     SPECIMEN - DO NOT SIGN                    

Secretary

DATE: \_\_\_\_\_

**TENANT:**  
CHILDREN'S MUSEUM OF LOS ANGELES, a  
California public benefit corporation,

By:                     SPECIMEN - DO NOT SIGN                    

President

By:                     SPECIMEN - DO NOT SIGN                    

Secretary

DATE: \_\_\_\_\_

Council File No.:  
Council Approval Date:

**MEMORANDUM OF LEASE**

**EXHIBIT 1**

(STONEHURST AVENUE VACATION LEGAL DESCRIPTIONS)

**SOUTHWEST HALF OF STONEHURST AVENUE**

THAT PORTION OF STONEHURST AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 15781, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 349, PAGE 39, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN 1,650-FOOT RADIUS CURVE IN THE NORTHEASTERLY BOUNDARY OF LOT 1, SAID TRACT; THENCE ALONG THE NORTHWESTERLY CONTINUATION OF SAID CERTAIN CURVE A DISTANCE OF 82.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 20 FEET, TANGENT TO SAID NORTHWESTERLY CONTINUATION AND TANGENT TO A LINE PARALLEL WITH AND 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF OSBORNE STREET, AS SHOWN ON MAP OF TRACT NO. 48940, FILED IN BOOK 1203, PAGES 80 AND 81, OF SAID MAPS; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE A DISTANCE OF 25.11 FEET TO SAID PARALLEL LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT IN THE CENTERLINE OF SAID STONEHURST AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF SAID STONEHURST AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY LINE OF STONEHURST AVENUE, VACATED AS DESCRIBED IN ORDINANCE NO. 88749 OF THE CITY OF LOS ANGELES; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO SAID LAST MENTIONED CENTERLINE; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CENTERLINE TO SAID TRUE POINT OF BEGINNING.

**NORTHEAST HALF OF STONEHURST AVENUE**

THAT PORTION OF STONEHURST AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 15781, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 349, PAGE 38, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND THAT PORTION OF FOOTHILL BOULEVARD, AS SHOWN ON MAP OF SAID TRACT, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN 1,650-FOOT RADIUS CURVE IN THE NORTHEASTERLY BOUNDARY OF LOT 1, SAID TRACT; THENCE ALONG THE NORTHWESTERLY CONTINUATION OF SAID CERTAIN CURVE A DISTANCE OF 82.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 20 FEET, TANGENT TO SAID NORTHWESTERLY CONTINUATION AND TANGENT TO A LINE PARALLEL WITH AND 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF OSBORNE STREET, AS SHOWN ON MAP OF TRACT NO. 48940, FILED IN BOOK 1203, PAGES 80 AND 81, OF SAID MAPS; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE A DISTANCE OF 25.11 FEET TO SAID PARALLEL LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT IN THE CENTERLINE OF SAID STONEHURST AVENUE, THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CENTERLINE TO THE NORTHWESTERLY LINE OF STONEHURST AVENUE, VACATED AS DESCRIBED IN ORDINANCE NO. 88749 OF THE CITY OF LOS ANGELES; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE BOUNDARY OF SAID LOT TO THE POINT OF BEGINNING.

MEMORANDUM OF LEASE

LEASE -

EXHIBIT C

CHILDREN'S MUSEUM OF LOS ANGELES Page C-3 of C-3

SSCHE02-109888  
HANSEN DAM SITE



**EXHIBIT D - PROP. K GRANT AGREEMENT**

**(To be inserted after execution)**

EXHIBIT B

Recreation and Parks Property

Lot 1, Tract No. 15781, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map filed in Book 349, Page 39, of Maps in the Office of the Los Angeles County Recorder.

Library Department Property

THAT PORTION OF BLOCK 83, THE MACLAY RANCHO EX MISSION OF SAN FERNANDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 37, PAGES 5 TO 16, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO CITY OF LOS ANGELES RECORDED ON MARCH 7, 1997 AS INSTRUMENT NO. 97-345946, OF OFFICIAL RECORDS IN THE OFFICE OF SAID RECORDER, WITH THE SOUTHWESTERLY LINE OF STONEHURST AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 15781, FILED IN BOOK 349, PAGE 39, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL OF LAND A DISTANCE OF 80.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTHERLY LINE 83.78 FEET TO A LINE PARALLEL WITH AND 5 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 50.83 FEET TO A LINE PARALLEL WITH AND 122 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 136.00 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE WHICH BEARS AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF OSBORNE STREET, 80 FEET WIDE, AS SHOWN ON CLERK'S FILED MAP 2086, SHEETS 1 AND 2, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY, A DISTANCE OF 84.22 FEET ALONG SAID STRAIGHT LINE TO SAID SOUTHEASTERLY LINE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWESTERLY LINE OF SAID STONEHURST AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

## EXHIBIT B

### Public Works Property

#### SOUTHWEST HALF OF STONEHURST AVENUE

THAT PORTION OF STONEHURST AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 15781, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 349, PAGE 39, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN 1,650-FOOT RADIUS CURVE IN THE NORTHEASTERLY BOUNDARY OF LOT 1, SAID TRACT; THENCE ALONG THE NORTHWESTERLY CONTINUATION OF SAID CERTAIN CURVE A DISTANCE OF 82.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 20 FEET, TANGENT TO SAID NORTHWESTERLY CONTINUATION AND TANGENT TO A LINE PARALLEL WITH AND 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF OSBORNE STREET, AS SHOWN ON MAP OF TRACT NO. 48940, FILED IN BOOK 1203, PAGES 80 AND 81, OF SAID MAPS; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE A DISTANCE OF 25.11 FEET TO SAID PARALLEL LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT IN THE CENTERLINE OF SAID STONEHURST AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF SAID STONEHURST AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY LINE OF STONEHURST AVENUE, VACATED AS DESCRIBED IN ORDINANCE NO. 88749 OF THE CITY OF LOS ANGELES; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO SAID LAST MENTIONED CENTERLINE; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CENTERLINE TO SAID TRUE POINT OF BEGINNING.

#### NORTHEAST HALF OF STONEHURST AVENUE

THAT PORTION OF STONEHURST AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 15781, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 349, PAGE 39, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND THAT PORTION OF FOOTHILL BOULEVARD, AS SHOWN ON MAP OF SAID TRACT, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN 1,650-FOOT RADIUS CURVE IN THE NORTHEASTERLY BOUNDARY OF LOT 1, SAID TRACT; THENCE ALONG THE NORTHWESTERLY CONTINUATION OF SAID CERTAIN CURVE A DISTANCE OF 82.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 20 FEET, TANGENT TO SAID NORTHWESTERLY CONTINUATION AND TANGENT TO A LINE PARALLEL WITH AND 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF OSBORNE STREET, AS SHOWN ON MAP OF TRACT NO. 48940, FILED IN BOOK 1203, PAGES 80 AND 81, OF SAID MAPS; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE A DISTANCE OF 25.11 FEET TO SAID PARALLEL LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT IN THE CENTERLINE OF SAID STONEHURST AVENUE, THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CENTERLINE TO THE NORTHWESTERLY LINE OF STONEHURST AVENUE, VACATED AS DESCRIBED IN ORDINANCE NO. 88749 OF THE CITY OF LOS ANGELES; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE BOUNDARY OF SAID LOT TO THE POINT OF BEGINNING.

Sec. 5. The City Clerk shall certify to the passage of this ordinance and cause it to be published by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located on the ground level at the Los Angeles Street entrance to the Los Angeles Police Department; and one copy on the bulletin board located at the Temple Street entrance to the Hall of Administration.

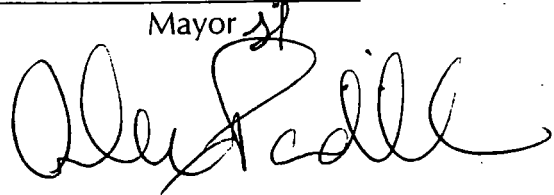
I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of MAY 24 2000.

J. MICHAEL CAREY, City Clerk

By Maia Kosterinski  
Deputy

Approved MAY 25 2000

By \_\_\_\_\_  
Mayor st



Approved as to form and legality:

MAY 23 2000

\_\_\_\_\_  
JAMES K. HAHN, City Attorney

By Patricia V. Tubert  
PATRICIA V. TUBERT  
Senior Assistant City Attorney

Council File No. 00-0531

DECLARATION OF POSTING ORDINANCE


I, MARIA C. RICO, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

**Ordinance No. 173309 - L.A. Children's Museum & the El Centro De Pueblo Youth & Family Center** - a copy of which is hereto attached, was finally adopted by the Council of the City of Los Angeles on May 24, 2000, & under direction of said Council & said City Clerk, pursuant to Section 31 of the Charter of the City of Los Angeles, on May 26, 2000, I posted a true copy of said ordinance at each of three public places located in the City of Los Angeles, California, as follows: one copy on the bulletin board at the Main Street entrance to City Hall of said City, one copy on the bulletin board on the ground level at the Los Angeles Street entrance to the Los Angeles Police Department in said City, & one copy on the bulletin board at the Temple Street entrance to the Hall of Records of the County of Los Angeles in said City.

The copies of said ordinance posted as aforesaid were kept posted continuously & conspicuously for ten days, or more, beginning May 26, 2000 to and including July 5, 2000.

I declare under penalty of perjury that the foregoing is true & correct.

Signed this 26th day of May 2000 at Los Angeles, California.

  
\_\_\_\_\_  
Maria C. Rico, Deputy City Clerk

**Effective Date: July 5, 2000**  
(Rev. 2/95)

**C.F. 00-0531, et al**

ARTS, HEALTH & HUMANITIES COMMITTEE  
 Report/Communication for Signature

Council File Number 00-0531 & 00-0488

Committee Meeting Date 5-22-00

Council Date 5-24-00

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMEMBER WALTERS, CHAIR	✓		
COUNCILMEMBER BERNSON			✓
COUNCILMEMBER PADILLA	✓		

Remarks LA Children's Museum & El Centro del Pueblo Youth & Family Center

Alan Alietti, Legislative Assistant I ---- Telephone 485-4836

Ad Hoc Committee on Children, Youth and Their Families  
 Report/Communication for Signature

Council File No. 000531 & 000488

Committee Meeting Date 5-23-00

Council Date 5-24-00

Committee Members	Yes	No	Absent
MIKE HERNANDEZ, CHAIR	✓		
MICHAEL FEUER			✓
NICK PACHECO			✓
NATE HOLDEN			

Remarks: Children's Museum & El Centro del Pueblo Center  
 Barbara Greaves, Legislative Assistant (213) 847-1615

TO THE COUNCIL OF THE  
CITY OF LOS ANGELES

Your ARTS, HEALTH AND HUMANITIES COMMITTEE

reports as follows:

	<u>Yes</u>	<u>No</u>
Public Comments	<u>XX</u>	—

MITIGATED NEGATIVE DECLARATIONS, ARTS, HEALTH AND HUMANITIES COMMITTEE REPORT and ORDINANCE relative to site selection, environmental documents, leases, and bond approvals necessary for the Los Angeles Children's Museum and the El Centro del Pueblo Youth and Family Center. (Also referred to Ad Hoc Committee on Children, Youth and Their Families.)

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. a. APPROVE each of the following two sites for the Children's Museum project: 1) Little Tokyo Central City Art Park (Art Park), which is at the southwest corner of the intersection of Alameda Street and Temple Street, located just north of the Museum of Contemporary Art; and 2) Hansen Dam, at the intersection of Osborne Street, Stonehurst Avenue and Foothill Boulevard, located adjacent to the Hansen Dam Recreation Area.
- b. FIND that each of the two proposed Children's Museum sites and the proposed project are substantially the same as the original proposal.
- c. REVIEW, CONSIDER, AND ADOPT the Final Mitigated Negative Declarations for the Los Angeles Children's Museum at the Art Park site and Hansen Dam site, including the public comments received and responses thereto, as well as measures to reduce any identified potential, minor impacts of the proposed projects.
- d. DIRECT the Children's Museum, with the assistance of the City Engineer, to file Notices of Determination for the two sites with the Los Angeles City and County Clerks within five days of the City Council's approval of this report.
- e. AUTHORIZE the General Manager of the General Services Department to negotiate and execute a lease between the City and the Children's Museum for 1.2 acres of the Art Park site for a term of 50 years for \$1 per year, subject to the approval of the City Attorney.

\*ADOPTED AS AMENDED by Council action of 5-24-00. Westerman

- f. APPROVE a lease between the Department of Recreation and Parks and the Children's Museum for the Hansen Dam site for a term of 50 years for \$1 per year and PRESENT AND ADOPT an Ordinance authorizing the Board of Recreation and Park Commissioners to execute a lease between the City and the Children's Museum, subject to approval by the Board of Recreation and Park Commissioners of the lease and a Resolution authorizing execution of the lease, and subject to approval of the City Attorney.
  - g. AUTHORIZE the City Engineer, upon Council adoption of an Inducement Resolution, to negotiate and execute a five-year grant agreement with the Children's Museum at the Art Park Site by June 30, 2000 for an amount of \$9,467,800 minus the amount of the bond match, payable only from Proposition K bonds anticipated to be issued in 2001-02, subject to the approval of the City Attorney.
2.
    - a. APPROVE the El Centro Del Pueblo Youth and Family Center project site at 1157 Lemoyne Street and the City-owned off-street parking lot located just south of the site, between Lemoyne Street to the east and Glendale Boulevard to the west.
    - b. REVIEW, CONSIDER, AND ADOPT the Final Mitigated Negative Declaration for the El Centro Del Pueblo Youth and Family Center, including the public comments received and responses thereto, as well as measures to reduce any identified potential, minor impacts of the proposed projects.
    - c. DIRECT El Centro Del Pueblo, with the assistance of the City Engineer, to file a Notice of Determination with the Los Angeles City and County Clerks, within five days of Planning Department's issuance of a Conditional Use Permit for the project.
    - d. AUTHORIZE the General Manager of the General Services Department to negotiate and execute a lease between the City and El Centro Del Pueblo for a term of 15 years for \$750 per month for the first two years, subject to adjustment every two years after that time, subject to approval by the City Attorney.
    - e. AUTHORIZE the City Engineer, upon Council adoption of an Inducement Resolution, to negotiate and execute a three-year grant agreement with El Centro Del Pueblo by June 30, 2000 for an amount of \$929,990 minus the amount of the bond match, payable only from Proposition K bonds anticipated to be issued in 2000-01, subject to the approval of the City Attorney.
3. ADOPT the two accompanying Resolutions of Intention to Issue Bonds for 2000-01 and 2001-02, which set a public hearing date of June 13, 2000.
  4. INSTRUCT the City Clerk to publish the following notices by May 26, 2000 for the following hearings to occur on June 13, 2000:



- a. Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearings on the El Centro del Pueblo and Children's Museum projects; and
  - b. Public hearings on all projects recommended to receive Proposition K bonds in 2000-01 and 2001-02.
5. INSTRUCT City Clerk to place on Council agenda for June 13, 2000:
- a. TEFRA hearings on the El Centro del Pueblo and Children's Museum projects;
  - b. Public hearings on all projects recommended to receive Proposition K bonds in 2000-01 and 2001-02; and
  - c. Inducement Resolutions for all projects recommended to receive Proposition K bonds in 2000-01 and 2001-02.
6. AMEND Section 2.6 of the proposed Ground Lease for the Art Park site to read as follows:

**Termination - Failure to Proceed with the Museum at the Hansen Dam Site.** MUSEUM is under obligation pursuant to that certain lease between the City of Los Angeles and Museum dated \_\_\_\_\_ and the Prop. K Grant Agreement to commence construction of the Los Angeles Children's Museum - Hansen Dam Site no later than four (4) years from the execution of the Prop. K Grant Agreement. Failure of MUSEUM to meet the conditions of said lease and to commence construction of the museum at the Hansen Dam site by June 30, 2004 shall result in automatic termination of this Lease. Should said termination be ordered, MUSEUM will peaceably surrender the Premises and will comply with all of the requirements of the Lease with regard to termination.

7. AMEND Section 2.5 of the proposed Ground Lease for the Hansen Dam site to state that commencement of construction must occur within 48 months rather than 24 months.
8. AUTHORIZE the City Attorney to make any necessary changes to proposed Ground Leases.

**Fiscal Impact Statement:** The L. A. for Kids Steering Committee reports that this report requests approval of Resolutions of Intention to issue Proposition K Bonds. The debt service to pay these bonds will be paid for entirely from Proposition K assessment funds and has been factored into the five-year Proposition K plan adopted by Council on May 2, 2000. A detailed financing report that will explain the fiscal impact will be submitted with the required legal and financing documents prior to each bond issuance.

Summary:

In its transmittal dated May 19, 2000, the L. A. for Kids Steering Committee reports that the City conducted a competitive grant process for Proposition K funds in 1997 for a funding cycle beginning on July 1, 1998 and ending on June 30, 2000. Two projects, the Los Angeles Children's Museum (Children's Museum) and El Centro del Pueblo Youth and Family Center, competed in that process. Both projects were awarded funds to complete environmental review during 1998-99: \$100,000 for the Children's Museum and \$10,000 for El Centro del Pueblo.

The sites of both projects have changed from what was included in their original proposals. The Children's Museum was originally proposed to be at Griffith Park. However, site control was infeasible at that site. The L.A. for Kids Steering Committee recommends that Proposition K grant funds be awarded to construct a Children's Museum at the Little Tokyo Art Park at Temple Street and Alameda Street. The amount of the grant will be \$9,467,800 minus the amount of the required bond match as discussed in this report. A condition of the grant agreement will be that the Children's Museum must also construct a museum at Hansen Dam, utilizing \$7.5 million from fund raising and \$2.5 million in Proposition K funds specified for an Environmental Awareness Center. Each Museum would be 80,000 square feet and would draw from high need populations with a large number of youth and persons in poverty.

For El Centro del Pueblo, the site was originally slated for the Jensen building at 1700-1712 W. Sunset Blvd. but site control was infeasible at that site. The L.A. for Kids Steering Committee recommends that Proposition K grant funds be awarded to construct the El Centro del Pueblo Youth and Family Center at 1157 Lemoyne Street, which is a few blocks away from the original site. The amount of the grant will be \$929,990 minus the amount of the required bond match as discussed in this report.

The Lemoyne site is proposed to have 8,000 square feet of indoor space and 25,000 square feet of outdoor space. El Centro del Pueblo has already executed a lease with Robert Sarno for the indoor space at 1157 Lemoyne for a 15 year period. The outdoor space is a City parking lot that was originally funded by the Special Parking Revenue Fund and will be leased to El Centro del Pueblo. The indoor space will house large recreational studios for aerobics, yoga, dance, boxing, and weight training as well as a recreational computer lab, a recreational lounge area with game equipment, lockers, showers, bathrooms, office space, and a lunch/snack area. The outdoor space will be used for basketball, volleyball and handball. The original proposal had 11,500 square feet of indoor space and no outdoor space.

In order to remain part of the original funding cycle, these two organizations must enter into grant agreements with the City by June 30, 2000 or they will be required to reapply in the next Proposition K competitive grant cycle. The L.A. for Kids Steering Committee recommends that these projects be funded using Proposition K bond proceeds. The El Centro del Pueblo project would be bond financed in March 2001 and the Children's Museum would be bond financed in March 2002.

The L. A. for Kids Steering Committee further reports that the following actions are necessary at this time to move forward with the Children's Museum and El Centro del Pueblo Projects:

1. Approval of site selection for both agencies;
2. Approval of environmental documents;
3. Approval of leases for the Art Park Site, Hansen Dam site, and El Centro del Pueblo site;
4. Approval of an ordinance for the Hansen Dam lease;
5. Approval of Resolutions of Intention to issue bonds for all Proposition K projects being financed in 2000-01 and 2001-02;
6. Setting a public hearing and Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing date for June 13, 2000 to consider Inducement Resolutions for all Proposition K projects being financed in 2000-01 and 2001-02; and
7. Authorization for the Bureau of Engineering to enter into a grant agreement with the agencies upon Council approval of a Inducement Resolutions.

At its regular meeting on May 22, 2000, the Arts, Health and Humanities Committee discussed this matter with the City Attorney and the Chief Legislative Analyst (CLA). The CLA recommended that Section 2.6 of the proposed Ground Lease for the Little Tokyo Art Park site be amended to read as follows:

**Termination - Failure to Proceed with the Museum at the Hansen Dam Site.** MUSEUM is under obligation pursuant to that certain lease between the City of Los Angeles and Museum dated \_\_\_\_\_ and the Prop. K Grant Agreement to commence construction of the Los Angeles Children's Museum - Hansen Dam Site no later than four (4) years from the execution of the Prop. K Grant Agreement. Failure of MUSEUM to meet the conditions of said lease and to commence construction of the museum at the Hansen Dam site by June 30, 2004 shall result in automatic termination of this Lease. Should said termination be ordered, MUSEUM will peaceably surrender the Premises and will comply with all of the requirements of the Lease with regard to termination.

The City Attorney advised that Section 2.5 of the proposed Ground Lease for the Hansen Dam site be amended to state that commencement of construction must occur within 48 months rather than 24 months as currently written, and requested that it reserve the right to continue its review and make any necessary changes to the proposed Ground Leases.

Upon concluding its consideration of this matter, the Arts, Health and Humanities Committee recommended that Council approve the recommendations of the L. A. for Kids Steering Committee, the City Attorney and the CLA.

This matter is now submitted to Council for its consideration.

Respectfully submitted,

ARTS, HEALTH AND HUMANITIES COMMITTEE

*Lita Walter*  
*DePelle*

AA  
05/22/00  
#000531

**ORD**  
MOTION ADOPTED TO APPROVE COMMITTEE REPORT RECOMMENDATIONS

**ADOPTED**  
*LA American*  
MAY 24 2000

LOS ANGELES CITY COUNCIL  
RESOLS. ADOPTED  
MAY 24 2000  
TO THE MAYOR FORTHWITH

COUNCIL VOTE

24-May-00 11:59:21 AM, #4

ITEM NO. (8)  
Amending Motion

BERNSON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Absent
GOLDBERG	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PADILLA	Yes
RIDLEY-THOMAS	Yes
*SVORINICH	Yes
WACHS	Yes
WALTERS	Yes
FERRARO	Absent

Present: 13, Yes: 13 No: 0

ARTS, HEALTH AND HUMANITIES COMMITTEE  
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 00-0531 + 00-0488

- Petitioner/Communicant \_\_\_\_\_
- Council Member(s) \_\_\_\_\_
- Mayor (with/without file)
- City Administrative Officer
- Chief Legislative Analyst
- City Attorney
- Controller
- Department of Recreation and Parks
- Community Redevelopment Agency
- Library Department
- Library Commission
- Department of Cultural Affairs
- Department of Aging
- Community Development Department
- Mayor's Office On Disabled
- Mayor's Office of Criminal Justice Planning
- Department on Disability
- City Clerk's Office
- Dept. of General Services
- LA Soc Kids Steering Committee

CITY OF LOS ANGELES SPEAKER CARD

Date  
05/24/00

Council File No., Agenda Item, or Case No.  
#8 Children's Museum

I wish to speak before the Pacoma Urban Village City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  
 For proposal  
 Against proposal  
 General comments

Name: Roberto Ramirez

Business or Organization Affiliation: Pacoma Urban Village

Address: 12700 Van Nuys Blvd. Pacoma 91331  
Street City State Zip

Business phone: 818 8966827 Representing: \_\_\_\_\_

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date

5/24/00

Council File No., Agenda Item, or Case No.

# 8 Children's Museum

I wish to speak before the

City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: Yvette King-Berg

Business or Organization Affiliation: Project GRAD Los Angeles, Reading Director

Address: 16551 San Fernando Mission Granada Hills, CA 91344

Street

City

State

Zip

Business phone: (818) 832-1355 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: Phone #:

Client Address:

Street

City

State

Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

5/24

Council File No., Agenda Item, or Case No.

#8 Childrens Matter

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
( ) General comments

Name: EVETT VILLARVIDA

Business or Organization Affiliation: ARMINA GLEN.

Address: 7708 ELMER Av. S.V. CA 91352  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: CHILDREN OF COUNCIL DIST. 7

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

5/24/00

Council File No., Agenda Item, or Case No.

#8 C. Museum

I wish to speak before the

CI Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

Name: DAMIEN MARTINEZ ( ) Against proposal  
( ) General comments

Business or Organization Affiliation: ARMINTA ELEMENTARY SCHOOL

Address: 7729 HINES AVE N. Hollywood CA 91606  
Street City State Zip

Business phone: — Representing: CHILDREN OF C.O. 7

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER BOARD

Date

5/21

Council File No., Agenda Item, or Case No.

#8 @ M

I wish to speak before the \_\_\_\_\_

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

( ) Against proposal

( ) General comments

Name: JANIL HAZQUEZ

Business or Organization Affiliation: AVZ MINTA ELEM.

Address: 7758 KRAFT N. Hollywood CA 91605  
Street City State Zip

Business phone: — Representing: CHILDREN OF CA7

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Street City State Zip

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CITY LOS ANGELES SPEAKER BOARD

Date  
5/24

Council File No., Agenda Item, or Case No.  
#8 children Museum

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
Name: BRENDA ~~MAYORGA~~ ~~MARLA~~ MAYORGA ( ) General comments

Business or Organization Affiliation: ARMINTA GLEM

Address: 8135 RADFORD AVE N. Hollywood CA 91606  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: CHILDREN OF CD7

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CITY LOS ANGELES SPEAKER BOARD

Date

05/24/00

Council File No., Agenda Item, or Case No.

#8 Children's Museum

I wish to speak before the

Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal

( ) Against proposal

( ) General comments

Name: ISAAC ARIAS

Business or Organization Affiliation:

Address: 13339 PINNEY ST PACOIMA CA 91331

Business phone: 9

Representing: MYCOMMUNITA

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY LOS ANGELES SPEAKER BOARD

Date

05-24-00

Council File No., Agenda Item, or Case No.

# Schilder Museum

I wish to speak before the

Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: ANA M GIZMAN

Business or Organization Affiliation:

Address: 13026 Kagel Cyn Pacoima CA 91331  
Street City State Zip

Business phone: Representing:

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Client Name: Phone #:

Client Address: Street City State Zip

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CITY LOS ANGELES SPEAKER CARD

Date

05/24/00

Council File No., Agenda Item, or Case No.

#8 Children's Museum

I wish to speak before the Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Soledad Alatorre

Business or Organization Affiliation: \_\_\_\_\_

Address: 13345 Glamis St Pacoima Ca. 91331  
Street City State Zip

Business phone: 818) 686-8908 Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
Street City State Zip

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CITY LOS ANGELES SPEAKER BOARD

Date

05/24/00

Council File No., Agenda Item, or Case No.

#8 Children's Museum

I wish to speak before the COUNCIL

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: SANDRA OBANDO

Business or Organization Affiliation: SAN FERNANDO RESIDENT CORPORATION

Address: 10982 LEWIS #35 PACIFIC PALMS CA PALM SPRINGS 91331  
Street City State Zip

Business phone: (818) 834-8965 Representing: \_\_\_\_\_

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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✓



CITY LOS ANGELES SPEAKER BOARD

Date

05/24/00

Council File No., Agenda Item, or Case No.

#8 Children's Museum

I wish to speak before the

COUNCIL

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal

( ) Against proposal

( ) General comments

Name: Rosa A. Roman

Business or Organization Affiliation: Resident of San Fernando Garden's

Address: 10830 PAINA AL #352 Pacoima

Street

City

CA

State

Zip

Business phone:

Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY LOS ANGELES SPEAKER BOARD

Date 5/24/60

Council File No., Agenda Item, or Case No. #8

I wish to speak before the Council. Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal

Name: MARIA-ARELLANO ( ) Against proposal ( ) General comments

Business or Organization Affiliation: SAN FERNANDO-RESIDENT COMMUNITY

Address: 12932-CALL PL. 220 PICOINA Ca 9131. P Street City State Zip

Business phone: Representing:

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Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

0/24/00

Council File No., Agenda Item, or Case No.

7

I wish to speak before the

City of L.A. City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name:

Victoria Villegas

Business or Organization Affiliation:

El Centro Del Pueblo

Address:

1157 Lemayne Street

LA. City

CA State

90026 Zip

Business phone:

2348336335 Representing:

El Centro Del Pueblo

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Phone #:

Client Address:

Street

City

State

Zip

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CITY LOS ANGELES SPEAKER BOARD

Date

05/24/00

Council File No., Agenda Item, or Case No.

#8 children Museum

I wish to speak before the Los Angeles City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: Barbara Perkins

Business or Organization Affiliation: Los Angeles Valley College

Address: 5800 Fulton Avenue CA 91401

Street

City

State

Zip

Business phone: (818) 947-2618 Representing: Community

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Client Name: Phone #:

Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date  
5/24/00

Council File No., Agenda Item, or Case No.  
8

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Juan-Caus

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 demoyne st LA CA 90026  
Street City State Zip

Business phone: 483-6535 Representing: El Centro Del Pueblo

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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CITY LOS ANGELES SPEAKER BOARD

Date

May 24, 00

Council File No., Agenda Item, or Case No.

8

I wish to speak before the

City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?

- For proposal
- Against proposal
- General comments

Name: GILBERT FERNANDEZ

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoyne St. S.A. Ca 90026

Business phone: (213) 483-6335 Representing:

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Client Name: Phone #:

Client Address:

Street City State Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

5/24/2000

Council File No., Agenda Item, or Case No.

#8

I wish to speak before the

City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal

( ) Against proposal

( ) General comments

Name: Ivan Nova

Business or Organization Affiliation: el centro del pueblo

Address: 1157 Lemoyne st LA CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing:

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Client Name: Phone #:

Client Address: Street City State Zip

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CITY LOS ANGELES SPEAKER BOARD

Date

MAY. 24. 00

Council File No., Agenda Item, or Case No.

00-0531 #8

City Council

I wish to speak before the

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

( ) Against proposal

( ) General comments

Name: MICHAEL CARREON

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMOYNE ST LA CAL 90026

Street

City

State

Zip

Business phone: 483-6335 Representing: ME

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

checkbox

Client Name: Phone #:

Client Address: Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

5-27-00

Council File No., Agenda Item, or Case No.

#8

I wish to speak before the

CITY COUNCIL

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: Daniel Alcantara

Business or Organization Affiliation:

El centro del pueblo

Address:

1157 Lemoyne

Street

L.A.

City

CA

State

90026

Zip

Business phone:

213/4836333

Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

05-24-00

Council File No., Agenda Item, or Case No.

8

I wish to speak before the

City of LA City Council

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

( ) Against proposal

( ) General comments

Name: VINCENT RODRIGUEZ

Business or Organization Affiliation: EL CENTRO DEL PUEBLO / BOYS GUIDS CLUB

Address: 157 Lemayne LA CA 90026

Business phone: 213) 4836335 Representing: EL CENTRO DEL PUEBLO

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Client Name: Phone #:

Client Address: Street City State Zip

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CITY LOS ANGELES SPEAKER BOARD

Date  
5/24/00

Council File No., Agenda Item, or Case No.  
Item 8

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
Name: Fernando Chacon  General comments

Business or Organization Affiliation: EL Centro Del Pueblo

Address: 1157 Lemoine St LA CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date

5-21-00

Council File No., Agenda Item, or Case No.

Item 8

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Elvis Duran

Business or Organization Affiliation: El centro del pueblo

Address: 1157 Lemoyne St LA CA 90026  
Street City State Zip

Business phone: (213) 489-6335 Representing: \_\_\_\_\_

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: Elvis Duran Phone #: 323 667 2811

Client Address: 2301 Briar Ave. # 203 Los Angeles CA 90039  
Street City State Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

5-24-00

Council File No., Agenda Item, or Case No.

#8

I wish to speak before the City Council  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: STELLA COYE

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoyn e L A CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date 5/24/2000

Council File No., Agenda Item, or Case No. # 8

I wish to speak before the City Council Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: Robert Aguayo

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St. L.A. CA. 90026 Street City State Zip

Business phone: (213) 483-6335 Representing: El Centro

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

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CITY LOS ANGELES SPEAKER BOARD

Date

5/24/00

Council File No., Agenda Item, or Case No.

#8 CHILDRENS

MUSEUM

I wish to speak before the

CITY COUNCIL

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?

(X) For proposal

( ) Against proposal

( ) General comments

Name: BARBARA PENNINS

Business or Organization Affiliation:

Address:

Street

City

State

Zip

Business phone:

Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

Council File No., Agenda Item, or Case No.

3

I wish to speak before the \_\_\_\_\_

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: Jandia Figueroa - Villa

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 Lemayne St. CA, CA

Street

City

State

Zip

Business phone: 213 4536335 Representing: \_\_\_\_\_

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_

Street

City

State

Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

5/22/00

Council File No., Agenda Item, or Case No.

3

I wish to speak before the

ART, HEALTH AND Humanities Committee

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: LILIANA PALACINO

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne L.A. CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
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# CITY OF LOS ANGELES SPEAKER CARD

Date  
5-22-00

Council File No., Agenda Item, or Case No.  
3

I wish to speak before the ARTS, HEALTH AND HUMANITIES COMMITTEE  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
Name: Cynthia Magallon  General comments

Business or Organization Affiliation: EL Centro Del Pueblo

Address: 1157 Lemoyne St. LA Ca 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date 5/22/00

Council File No., Agenda Item, or Case No. 3

I wish to speak before the Arts & Humanities Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: Ayako Hagiwara

Business or Organization Affiliation: Little Tokyo Businesses LTSC CDC

Address: 231 E. Third St. LA 90013
Street City State Zip

Business phone: 213 473 1697 Representing: Little Tokyo Businesses

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Client Name: Phone #:

Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date

5/22/00

Council File No., Agenda Item, or Case No.

3

I wish to speak before the ARTS, HEALTH & HUMANITIES COMMITTEE  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

( ) Against proposal

Name: DARRELL DANIEL

General comments

Business or Organization Affiliation: LITTLE TOKYO RESIDENTS

Address: 112 JUDGE JOHN AISO ST #314, L.A., CA, 90012  
Street City State Zip

Business phone: (213)626-7860 Representing: TENANTS

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CITY OF LOS ANGELES SPEAKER CARD

Date 5/22/00

Council File No., Agenda Item, or Case No. 99-0531 0428, (3)

I wish to speak before the City Council, Arts, Health & Humanities Comm Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal ( ) General comments

Name: Dean Toji

Business or Organization Affiliation: Little Tokyo Service Center - CDC

Address: 231 E. 3rd St Los Angeles CA 90013

Business phone: 213/473-1680 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

5-23-00

Council File No., Agenda Item, or Case No.

I wish to speak before the AD Hoc Committee on Children Youth & Fam.  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
Name: Isabel Martinez  General comments

Business or Organization Affiliation: Constituent

Address: 11260 Phillippi Av Pacoima Ca 91331  
Street City State Zip

Business phone: (818) 361-5408 Representing: \_\_\_\_\_

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

5-23-00

Council File No., Agenda Item, or Case No.

I wish to speak before the AD Hoc Committee on Children, Youth & Their Fam.  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: Yolanda Gomez

Business or Organization Affiliation: Constituent

Address: 9332 Roslyndale Ave. Alhambra CA. 91331  
Street City State Zip

Business phone: (818) 896-7677 Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
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CITY OF LOS ANGELES SPEAKER BOARD

Date 5/23/00

Council File No., Agenda Item, or Case No.

I wish to speak before the Children Museum For Hansen Dam
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: EDWARD ROSE

Business or Organization Affiliation: MEND (Meet Each Need with Dignity)

Address: 13460 Van Nuys Blvd Pacoima Ca 91331
Street City State Zip

Business phone: 818 896-0246 Representing: Mgsf as community worker

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# CITY OF LOS ANGELES SPEAKER CARD

Date

5/23/00

Council File No., Agenda Item, or Case No.

I wish to speak before the

Ad Hoc Com. Youth and Families  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name:

Maria Reza

Business or Organization Affiliation:

LAUSD -

Address:

9919 Laurel Canyon, Pacoima CA 91331  
Street City State Zip

Business phone:

818 896-7677 Representing: San Fernando Cluster

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Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY LOS ANGELES SPEAKER BOARD

Date 5 | | 00

Council File No., Agenda Item, or Case No. 31

I wish to speak before the Committee on Children, Youth and their Families
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
For proposal
Against proposal
General comments

Name: Yvette Nuñez

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St. LA. CA 90033
Street City State Zip

Business phone: (213) 483-6335 Representing:

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Client Name: Phone #:

Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date

5-23-08

Council File No., Agenda Item, or Case No.

*[Handwritten mark]*

*AD Hoc Com. of Species  
El Centro del Pueblo*

I wish to speak before the

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name:

*Victoria I Villegas*

Business or Organization Affiliation:

Address:

*1157 Lemoine St LA*  
Street City

*CA*  
State

*90026*  
Zip

Business phone:

*(213) 4836333* Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY OF LOS ANGELES SPEAKER BOARD

Date: 5-23-00

Council File No., Agenda Item, or Case No. 1

I wish to speak before the AD HOC Com. C & F - Special
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal

Name: Sandra L. Figueroa-Villa
( ) Against proposal
( ) General comments

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 Lemoore St CA CA 90026

Business phone: 713 483 6335 Representing: El Centro del Pueblo

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Client Name: Phone #:

Client Address: Street City State Zip

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# CITY OF LOS ANGELES SPEAKER BOARD

Date

5/23/00

Council File No., Agenda Item, or Case No.

1

I wish to speak before the AD HOC Comm. on Children, Youth and Their Family  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: JUAN Alcaraz

Business or Organization Affiliation: \_\_\_\_\_

Address: 1157 Lemoine ST. L.A. CA 90026  
Street City State Zip

Business phone: 213) 483-6335 Representing: Rec/Center

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

05-23-02

Council File No., Agenda Item, or Case No.

1

AD Hoc Com Cx# special

I wish to speak before the

~~EL CENTRO DEL PUEBLO~~

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (  ) For proposal

(  ) Against proposal

(  ) General comments

Name:

VINCENT CHENTE RODRIGUEZ

Business or Organization Affiliation:

EL CENTRO DEL PUEBLO

Address:

1157 LEMOYNE ST LA

CA

~~90026~~ 90026

Street

City

State

Zip

Business phone: 213) 783 6335 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

5-23-00

Council File No., Agenda Item, or Case No.

# 31

I wish to speak before the Committee on Children, youth and their Families  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name: Cynthia Magallan

Business or Organization Affiliation: EL Centro Del Pueblo

Address: 157 Lemayne st LiA CA 90028  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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CITY OF LOS ANGELES SPEAKER RD

Date  
5-23-00

Council File No., Agenda Item, or Case No.  
1

I wish to speak before the AD HOC COM. CYP ~ SPECIAL  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: MICHAEL CARREON

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 LEMON ST LA CAL 90026  
Street City State Zip

Business phone: 213/483-6335 Representing: \_\_\_\_\_

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Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

5-23-00

Council File No., Agenda Item, or Case No.

# 3

I wish to speak before the AD HOC Com - C/F Special  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
( ) Against proposal  
Name: Rosie de la Riva ROSIE DELA RIVA ( ) General comments

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: Los Angeles LA CA 900  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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# CITY OF LOS ANGELES SPEAKER CARD

Date

5/23/00

Council File No., Agenda Item, or Case No.

5

I wish to speak before the

AD Hoc Com CYF Special

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

Against proposal

General comments

Name:

Ivan Noya

Business or Organization Affiliation:

El Centro Del Pueblo

Address:

1157  
Street

Lemoine St L.A. Ca.

City

State

Zip

90026

Business phone:

483-6335

Representing:

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY LOS ANGELES SPEAKER RD

Date

5-23-00

Council File No., Agenda Item, or Case No.

# 9

I wish to speak before the AD HOC committee on CHILDREN, youth and their Families, Special  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal

- Against proposal
- General comments

Name: Greg Perez

Business or Organization Affiliation: EL centro del Pueblo

Address: 1157 Lenoyne LA. CA 90026  
Street City State Zip

Business phone (213) 483-6335 Representing: \_\_\_\_\_

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Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
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CITY OF LOS ANGELES SPEAKER CARD

Date 5/23/00

Council File No., Agenda Item, or Case No.

I wish to speak before the Committee on Children, Youth & their Families
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: GILBERT FERNANDEZ

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoyne St, L.A., Ca 90026
Street City State Zip

Business phone: 213-638- Representing:

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Client Name: Phone #:

Client Address: Street City State Zip

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# CITY OF LOS ANGELES SPEAKER BOARD

Date

Council File No., Agenda Item, or Case No.

I wish to speak before the

As the Committee on Children, Youth & Families  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?

- For proposal  
 Against proposal  
 General comments

Name: IRENE TOVAR

Business or Organization Affiliation: L.A.C.A.

Address: 340 <sup>Street</sup> PARKSIDE S.F. 91340  
City State Zip

Business phone: (818) 361-8641 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

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COMMUNICATION

TO: THE LOS ANGELES CITY COUNCIL

FILE NOS. 00-0531 &  
00-0488

FROM: COUNCILMEMBER MIKE HERNANDEZ, VICE CHAIR  
AD HOC COMMITTEE ON CHILDREN, YOUTH AND THEIR  
FAMILIES

Public Comments Yes No  
       XX

MITIGATED NEGATIVE DECLARATIONS, COMMUNICATION FROM THE CHAIR AD HOC COMMITTEE ON CHILDREN, YOUTH AND THEIR FAMILIES, ORDINANCE AND RESOLUTIONS relative to site selection, environmental documents, leases, and bond approvals necessary for the Los Angeles Children's Museum and the El Centro del Pueblo Youth and Family Center.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. a. APPROVE each of the following two sites for the Children's Museum project: 1) Little Tokyo Central City Art Park (Art Park), which is at the southwest corner of the intersection of Alameda Street and Temple Street, located just north of the Museum of Contemporary Art; and 2) Hansen Dam, at the intersection of Osborne Street, Stonehurst Avenue and Foothill Boulevard, located adjacent to the Hansen Dam Recreation Area.
- b. FIND that each of the two proposed Children's Museum sites and the proposed project are substantially the same as the original proposal.
- c. REVIEW, CONSIDER, AND ADOPT the Final Mitigated Negative Declarations for the Los Angeles Children's Museum at the Art Park site and Hansen Dam site, including the public comments received and responses thereto, as well as measures to reduce any identified potential, minor impacts of the proposed projects.
- d. DIRECT the Children's Museum, with the assistance of the City Engineer, to file Notices of Determination for the two sites with the Los Angeles City and County Clerks within five days of the City Council's approval of this report.
- e. AUTHORIZE the General Manager of the General Services Department to negotiate and execute a lease between the City and the Children's Museum for 1.2 acres of the Art Park site for a term of 50 years for \$1 per year, subject

to the approval of the City Attorney.

- f. APPROVE a lease between the Department of Recreation and Parks and the Children's Museum for the Hansen Dam site for a term of 50 years for \$1 per year and PRESENT AND ADOPT an Ordinance authorizing the Board of Recreation and Park Commissioners to execute a lease between the City and the Children's Museum, subject to approval by the Board of Recreation and Park Commissioners of the lease and a Resolution authorizing execution of the lease, and subject to approval of the City Attorney.
  - g. AUTHORIZE the City Engineer, upon Council adoption of an Inducement Resolution, to negotiate and execute a five-year grant agreement with the Children's Museum at the Art Park Site by June 30, 2000 for an amount of \$9,467,800 minus the amount of the bond match, payable only from Proposition K bonds anticipated to be issued in 2001-02, subject to the approval of the City Attorney.
- 2.
- a. APPROVE the El Centro Del Pueblo Youth and Family Center project site at 1157 Lemoyne Street and the City-owned off-street parking lot located just south of the site, between Lemoyne Street to the east and Glendale Boulevard to the west.
  - b. REVIEW, CONSIDER, AND ADOPT the Final Mitigated Negative Declaration for the El Centro Del Pueblo Youth and Family Center, including the public comments received and responses thereto, as well as measures to reduce any identified potential, minor impacts of the proposed projects.
  - c. DIRECT El Centro Del Pueblo, with the assistance of the City Engineer, to file a Notice of Determination with the Los Angeles City and County Clerks, within five days of Planning Department's issuance of a Conditional Use Permit for the project.
  - d. AUTHORIZE the General Manager of the General Services Department to negotiate and execute a lease between the City and El Centro Del Pueblo for a term of 15 years for \$750 per month for the first two years, subject to adjustment every two years after that time, subject to approval by the City Attorney.
  - e. AUTHORIZE the City Engineer, upon Council adoption of an Inducement Resolution, to negotiate and execute a three-year grant agreement with El Centro Del Pueblo by June 30, 2000 for an amount of \$929,990 minus the amount of the bond match, payable only from Proposition K bonds anticipated to be issued in 2000-01, subject to the approval of the City Attorney.

3. ADOPT the two accompanying Resolutions of Intention to Issue Bonds for 2000-01 and 2001-02, which set a public hearing date of June 13, 2000.
4. INSTRUCT the City Clerk to publish the following notices by May 26, 2000 for the following hearings to occur on June 13, 2000:
  - a. Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearings on the El Centro del Pueblo and Children's Museum projects; and
  - b. Public hearings on all projects recommended to receive Proposition K bonds in 2000-01 and 2001-02.
5. INSTRUCT City Clerk to place on Council agenda for June 13, 2000:
  - a. TEFRA hearings on the El Centro del Pueblo and Children's Museum projects;
  - b. Public hearings on all projects recommended to receive Proposition K bonds in 2000-01 and 2001-02; and
  - c. Inducement Resolutions for all projects recommended to receive Proposition K bonds in 2000-01 and 2001-02.
6. DISAPPROVE Recommendation Nos. 6 and 8, and the supporting Recommendation No. 7 of the Arts, Health and Humanities Committee Report dated 5/22/00, which proposes to instruct the City Attorney to amend the Ground Lease Section 2.6 for the Little Tokyo Central City Art Park and Hansen Dam Sites.

Fiscal Impact Statement: The L. A. for Kids Steering Committee reports that this report requests approval of Resolutions of Intention to issue Proposition K Bonds. The debt service to pay these bonds will be paid for entirely from Proposition K assessment funds and has been factored into the five-year Proposition K plan adopted by Council on May 2, 2000. A detailed financing report that will explain the fiscal impact will be submitted with the required legal and financing documents prior to each bond issuance.

Summary:

Background:

In its transmittal dated May 19, 2000, the L. A. for Kids Steering Committee reports that the City conducted a competitive grant process for Proposition K funds in 1997 for a funding cycle beginning on July 1, 1998 and ending on June 30, 2000. Two projects, the Los Angeles Children's Museum (Children's Museum) and El Centro del Pueblo Youth and Family Center, competed in that



process. Both projects were awarded funds to complete environmental review during 1998-99: \$100,000 for the Children's Museum and \$10,000 for El Centro del Pueblo.

The sites of both projects have changed from what was included in their original proposals. The Children's Museum was originally proposed to be at Griffith Park. However, site control was infeasible at that site. The L.A. for Kids Steering Committee recommends that Proposition K grant funds be awarded to construct a Children's Museum at the Little Tokyo Art Park at Temple Street and Alameda Street. The amount of the grant will be \$9,467,800 minus the amount of the required bond match as discussed in this report. A condition of the grant agreement will be that the Children's Museum must also construct a museum at Hansen Dam, utilizing \$7.5 million from fund raising and \$2.5 million in Proposition K funds specified for an Environmental Awareness Center. Each Museum would be 80,000 square feet and would draw from high need populations with a large number of youth and persons in poverty.

For El Centro del Pueblo, the site was originally slated for the Jensen building at 1700-1712 W. Sunset Blvd. but site control was infeasible at that site. The L.A. for Kids Steering Committee recommends that Proposition K grant funds be awarded to construct the El Centro del Pueblo Youth and Family Center at 1157 Lemoyne Street, which is a few blocks away from the original site. The amount of the grant will be \$929,990 minus the amount of the required bond match as discussed in this report.

The Lemoyne site is proposed to have 8,000 square feet of indoor space and 25,000 square feet of outdoor space. El Centro del Pueblo has already executed a lease with Robert Sarno for the indoor space at 1157 Lemoyne for a 15 year period. The outdoor space is a City parking lot that was originally funded by the Special Parking Revenue Fund and will be leased to El Centro del Pueblo. The indoor space will house large recreational studios for aerobics, yoga, dance, boxing, and weight training as well as a recreational computer lab, a recreational lounge area with game equipment, lockers, showers, bathrooms, office space, and a lunch/snack area. The outdoor space will be used for basketball, volleyball and handball. The original proposal had 11,500 square feet of indoor space and no outdoor space.

In order to remain part of the original funding cycle, these two organizations must enter into grant agreements with the City by June 30, 2000 or they will be required to reapply in the next Proposition K competitive grant cycle. The L.A. for Kids Steering Committee recommends that these projects be funded using Proposition K bond proceeds. The El Centro del Pueblo project would be bond financed in March 2001 and the Children's Museum would be bond financed in March 2002.

The L. A. for Kids Steering Committee further reports that the following actions are necessary at this time to move forward with the Children's Museum and El Centro del Pueblo Projects:

1. Approval of site selection for both agencies;
2. Approval of environmental documents;
3. Approval of leases for the Art Park Site, Hansen Dam site, and El Centro del Pueblo site;
4. Approval of an ordinance for the Hansen Dam lease;
5. Approval of Resolutions of Intention to issue bonds for all Proposition K projects being financed in 2000-01 and 2001-02;
6. Setting a public hearing and Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing date for June 13, 2000 to consider Inducement Resolutions for all Proposition K projects being financed in 2000-01 and 2001-02; and
7. Authorization for the Bureau of Engineering to enter into a grant agreement with the agencies upon Council approval of a Inducement Resolutions.

**Chair, Ad Hoc Committee on Children, Youth and Their Families  
Disposition:**

At a Special Meeting of the Ad Hoc Committee on Children, Youth and Their Families held on May 23, 2000, the Chair (sitting as a Committee of one) recommended approval of the joint recommendations as submitted by the Chief Legislative Analyst (CLA), City Administrative Officer (CAO) and the City Engineer relative to the site selections, environmental documents, leases, and bond approvals necessary for the Los Angeles Children's Museum (Approved by the Board of Recreation and Park Commissioners on May 22, 2000).

The Chair, as a proponent of Proposition K, supports of the proposed Musuem projects. However, he stated that he is more supportive of the original proposal for a Children's Museum at Griffith Park. He believes Griffith Park is more centrally located in the City, and therefore is able to serve a greater number of the City's residents, including the children, youth and their families.

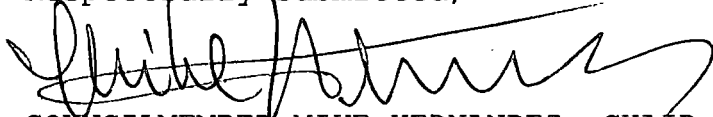
Councilmember Padilla who represents Council District '7 (the area in which the Hansen Dam Children's Museum project is located), as well as many individuals from Council District 7, and nearby community spoke in support of the project.

In addition, the Chair of the Ad Hoc Committee on Children, Youth and Their Families recommended approval of the El Centro Del Pueblo Youth and Family Center project.

At its regular meeting on May 22, 2000, the Arts, Health and Humanities Committee recommended approval of the CLA amendments to Section 2.6 of the proposed Ground Lease for the Little Tokyo Art Park and Hansen Dam site as shown in the Arts, Health and Humanities Report dated 5-22-00.

However, the Chair of the Ad Hoc Committee on Children, Youth and Their Families did not support the recommended CLA amendments as he believes that one Museum site should not be bound by the processes of the other site. Therefore, the Chair asked that Council disapprove the CLA's recommendations.

Respectfully submitted,



COUNCILMEMBER MIKE HERNANDEZ, CHAIR  
AD HOC COMMITTEE ON CHILDREN, YOUTH AND THEIR FAMILIES

BG

5/23/00

reports\#000531a

MAY 24 2000 - Received and Filed

At The Committee Children Youth + Families

~~ARTS, HEALTH AND HUMANITIES COMMITTEE~~  
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. \_\_\_\_\_

Petitioner/Communicant \_\_\_\_\_

Council Member(s) \_\_\_\_\_

Mayor ~~(with/without file)~~

City Administrative Officer

Chief Legislative Analyst

City Attorney

Controller

Department of Recreation and Parks

Community Redevelopment Agency

Library Department

Library Commission

Department of Cultural Affairs

Department of Aging

Community Development Department

Mayor's Office On Disabled

Mayor's Office of Criminal Justice Planning

Department on Disability

Commission on Children Youth + Families

J. MICHAEL CAREY  
City Clerk

# CITY OF LOS ANGELES

CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
**CITY CLERK**  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705

When making inquiries  
relative to this matter  
refer to File No.

00-0531

May 22, 2000

ARTS, HEALTH & HUMANITIES COMMITTEE  
AD HOC COMMITTEE ON CHILDREN, YOUTH & THEIR FAMILIES

In accordance with Council Rules, communication from the L.A. for Kids Steering Committee relative to Proposition K: L.A. for Kids Program approval for The Children's Museum and El Centro Del Pueblo Youth and Family Center, was referred on May 22, 2000, to the ARTS, HEALTH & HUMANITIES COMMITTEE and AD HOC COMMITTEE ON CHILDREN, YOUTH & THEIR FAMILIES.

*J. Michael Carey*

City Clerk  
amm



AD HOC COMMITTEE ON CHILDREN, YOUTH AND THEIR FAMILIES, SPECIAL

TUESDAY, MAY 23, 2000

ROOM 316, CITY HALL - 9 AM  
200 N. MAIN ST., LOS ANGELES, CA 90012

MEMBERS: COUNCIL MEMBER MIKE HERNANDEZ, CHAIR  
~~COUNCIL MEMBER MICHAEL FEUER~~  
~~COUNCIL MEMBER NICK PACHECO~~  
~~COUNCIL MEMBER NATE HOLDEN~~ *absent*

(Barbara A. Greaves - Legislative Assistant - 213-847-1615)

Note: Assistive listening devices are available at the meeting; upon 24 hour advance notice, other accommodations, such as sign language interpretation, and translation services will be provided. Contact the Legislative Assistant listed above for the needed services. TDD available at (213) 485-4735.

FILE NO.

SUBJECT

(1)

00-0531  
00-0488

SCHEDULED FOR COUNCIL CONSIDERATION ON MAY 24, 2000  
Communication and Ordinance from the L.A. for Kids  
Committee relative to site selection, environmental  
documents, leases, and bond approvals necessary for the  
Los Angeles Children's Museum and the El Centro del  
Pueblo Youth and Family Center. (Also referred to Arts,  
Health and Humanities Committee.)

Fiscal Impact Statement Submitted: Yes, by L.A. for Kids  
Steering Committee.

DISPOSITION

*approve joint res w/o  
Arts Hl Cmtte  
amendments*

CY0523SP.AGD

AD HOC COMMITTEE ON CHILDREN, YOUTH AND THEIR FAMILIES  
\*\*SPECIAL MEETING\*\*  
TUESDAY, MAY 23, 2000



Gray Davis  
GOVERNOR

STATE OF CALIFORNIA

Governor's Office of Planning and Research  
State Clearinghouse



Steve Nissen  
ACTING DIRECTOR

May 17, 2000

Neil Drucker  
City of Los Angeles, Bureau of Engineering  
650 S. Spring Street  
Suite 700  
Los Angeles, CA 90014

Subject: El Centro Youth and Family Center  
SCH#: 2000041067

Dear Neil Drucker:

The State Clearinghouse submitted the above named Negative Declaration to selected state agencies for review. The review period closed on May 16, 2000, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Terry Robertis  
Senior Planner, State Clearinghouse

*Submitted on Cont on 5-23-00*

**Document Details Report  
State Clearinghouse Data Base**

**SCH#** 2000041067  
**Project Title** El Centro Youth and Family Center  
**Lead Agency** Los Angeles Bureau of Engineering

---

**Type** neg Negative Declaration

**Description** This report considers the potential environmental effects of the proposed El Centro del Pueblo Recreation Center (hereafter referred to as the "proposed project"). The project site is located at 1157 Lemoyne Street and 1146 Glendale Boulevard in the Echo Park Community Planning District of the City and County of Los Angeles, California. The proposed project consists of the remodeling of the approximately 8,000 square feet of building space (1157 Lemoyne Street) currently occupied by El Centro Del Pueblo for its Youth and Family Support Services along with the development of an outdoor sports field on an approximately 25,000 square foot portion of an adjacent 31,000 square foot City-owned parking lot (1146 Glendale Boulevard) which will include closure of the adjacent alley. A large portion of the building (6,000 square feet) will be devoted to indoor recreational activities. The remaining 2,000 square feet will be used for administrative and related purposes. The sponsor of the proposed project is El Centro del Pueblo, a local non-profit youth and family-serving social service organization. The intent of the project is to expand the El Centro del Pueblo facilities which will allow the addition of new programs and capacity.

---

**Lead Agency Contact**

**Name** Neil Drucker  
**Agency** City of Los Angeles, Bureau of Engineering  
**Phone** 213-847-8695 **Fax**  
**email**  
**Address** 650 S. Spring Street  
Suite 700  
**City** Los Angeles **State** CA **Zip** 90014

---

**Project Location**

**County** Los Angeles  
**City** Van Nuys, Los Angeles, City of  
**Region**  
**Cross Streets** Sunset Blvd., Lemoyne Ave. and Glendale Blvd.  
**Parcel No.** 016-006, 5404-016-901  
**Township** **Range** **Section** **Base**

---

**Proximity to:**

**Highways**  
**Airports**  
**Railways**  
**Waterways**

**Schools** Logan Street Elementary School

**Land Use** The building portion of the project is zoned C4, and is currently utilized for the same type of use. The project is consistent with this zoning and use. The outdoor recreation portion of the project is located on the adjacent parking lot. A portion of the lot is zoned C4, and the project is consistent with this zoning. The remainder of the lot is zoned R2. The project is not consistent with this use, a conditional use permit (CUP) will be required for that portion of the project.

---

**Project Issues** Aesthetic/Visual; Air Quality; Archaeologic-Historic; Economics/Jobs; Flood Plain/Flooding; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Toxic/Hazardous; Traffic/Circulation; Growth Inducing; Landuse; Cumulative Effects



**Document Details Report  
State Clearinghouse Data Base**

---

**Reviewing Agencies** Resources Agency; Department of Conservation; Department of Fish and Game, Region 5; Office of Historic Preservation; Department of Parks and Recreation; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 7; Regional Water Quality Control Board, Region 4; Department of Toxic Substances Control; Native American Heritage Commission; State Lands Commission

---

**Date Received** 04/17/2000      **Start of Review** 04/17/2000      **End of Review** 05/16/2000

# CITY OF LOS ANGELES SPEAKER BOARD

Date

5/22/00

Council File No., Agenda Item, or Case No.

#3

I wish to speak before the

Arts, Health, and Humanities Committee

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

Name:

Rafonso Escobar

( ) Against proposal

( ) General comments

Business or Organization Affiliation:

EL Centro del pueblo

Address:

1157 Lemoyne St. Los Angeles CA 90028

Street

City

State

Zip

Business phone:

213/483-6335

Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

# CITY OF LOS ANGELES SPEAKER CARD

Date 5/22/00

Council File No., Agenda Item, or Case No. 3

I wish to speak before the ARTS, Health & Humanities Committee  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
( ) Against proposal  
( ) General comments

Name: Liane Tanahara

Business or Organization Affiliation: El Centro Del Pueblo

Address: 1157 Lemoyne St Los Angeles, CA 90024  
Street City State Zip

Business phone: 213) 483 6325 Representing: \_\_\_\_\_

**CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:**

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

# CITY OF LOS ANGELES SPEAKER BOARD

Date

05/22

Council File No., Agenda Item, or Case No.

Item 3

I wish to speak before the Arts, Health and Committee  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: J. Alcaraz

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 Lemoine St. L.A. CA 90026  
Street City State Zip

Business phone: (415) 483-6335 Representing: Recreation Ctr.

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY / LOS ANGELES SPEAKER .RD

Date

5-22

Council File No., Agenda Item, or Case No.

ITEM # 3

I wish to speak before the

Arts, Health, & Committee

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal

( ) Against proposal

( ) General comments

Name: ERIK G. NAVAS

Business or Organization Affiliation: EL CENTRO DEL PUEBLO

Address: 1157 Lemoyne St. CA CA 90026

Street

City

State

Zip

Business phone: (213) 483-6335 Representing: RECREATION CENTER

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: Phone #:

Client Address:

Street

City

State

Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date

5/22/00

Council File No., Agenda Item, or Case No.

3

I wish to speak before the ARTS, Health And Humanities committee  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?  For proposal  
 Against proposal  
 General comments

Name: Greg Perez

Business or Organization Affiliation: El centro Del Pueblo

Address: 1157 Lemoyn St LA CA 90026  
Street City State Zip

Business phone: (213) 483-6335 Representing: \_\_\_\_\_

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY LOS ANGELES SPEAKER .RD

Date 5/22/00

Council File No., Agenda Item, or Case No. Item 3

I wish to speak before the Arts Health and Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? [X] For proposal
() Against proposal
() General comments

Name: PEDRO Barajas

Business or Organization Affiliation: EL Centro Del Pueblo

Address: 1157 Lemoyne St LA CA 90042
Street City State Zip

Business phone: 488-6335 Representing: Rec. Center

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY LOS ANGELES SPEAKER RD

Date 5/22/00

Council File No., Agenda Item, or Case No. 3

I wish to speak before the Arts, Health and Humanities Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? [X] For proposal
( ) Against proposal
( ) General comments

Name: Olga Jurado

Business or Organization Affiliation: El Centro del Pueblo

Address: 1157 Lamoyne St. Los Angeles, CA 90026
Street City State Zip

Business phone: 213) 483-6335 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.



# El Centro Del Pueblo's Mission and Accomplishments

**El Centro Del Pueblo** provides services to youth and their family who reside in Echo Park or surrounding communities. We have been in **existence since 1974** and have expanded to include a staff of 42 people. **Our staff is made up of residents of the area, former clients and individuals who are dedicated to helping the youth, families and residents of this community.**

We are willing to assist **anyone** who is seeking help and wants to improve their current negative situation. We provide prevention, intervention and crisis services to individuals and families. Our approach to working with youth is to assist in changing their behavior, attitude and negative activities and guide them to a more positive and productive attitude and lifestyle.

The following is a short list of recent accomplishments that the staff and youth, who attend El Centro, have been able to accomplish with limited resources and **no recreational facilities:**

## Recreational Accomplishments

- First and only team to win **Back to Back Championships** in the 9 year History of the Central City Basketball Association (CCBA)
- Only team to have **4 league Most Valuable Players** in the history of the CCBA
- **Boys Champions in the 1998** Community Sports League (CBO) County wide Basketball Tournament
- 1996 CCBA Alumni Tournament Champions
- **Girls Team -2<sup>nd</sup>** place finish in the 1999 CBO Basketball Tournament
- Participation in the last 3 Rampart/Community Basketball Tournament Sponsored by LAPD Rampart Division
- **Co-Ed Softball Champions** in the 1999 CBO County wide Softball Tournament
- Participation in 1994 and 1995 CCBA **Co-Ed Volleyball League**
- Participation in the 1999 CBO County wide Soccer Tournament

## Educational and Community Accomplishments

- Painting of several **community Murals** to beautify the area and reduce graffiti
- Administer the **Nica Rogers College Scholarship Fund** for EL Centro/ Echo Park Community youth
- Participation in organizing and attending the **Echo Park Christmas Parade**
- Participation in Annual Echo Park Beautification/Pride Day
- El Centro highlighted in "**People Magazine**" in 1987
- Staff participation in several community and governmental commissions and task forces to bring more services to and improve the local communities
- Organized 3 area wide Community Resource Fair at Logan Elementary School
- Sponsor and conduct Monthly area wide Public Safety Meetings in collaboration with LAPD Northeast Division
- Annual Christmas Toy and Food Giveaway to over **2000** local residents
- Provide **free Parenting Education** classes at local child care centers

received in Comm. 5-22-00

May 16, 2000

Neil Drucker  
City of Los Angeles Department of Public Works  
Bureau of Engineering  
Program Management Division, Proposition K-LA for Kids Program  
650 South Spring Street, Suite 700  
Los Angeles, CA 90014

Dear Mr. Drucker:

We are writing as members of the Little Tokyo community who are concerned about the proposal for the Children's Museum to build a facility on the City-owned lot bound by Temple, Alameda, First and Judge John Aiso Streets (North of First Street, referred to some as Art Park). We feel our concerns and opinions have been overridden by questionable processes and felt the need to communicate to you directly our thoughts.

We recognize that the Children's Museum has had a strong, long-standing relationship with Downtown Los Angeles and feel that Little Tokyo would benefit greatly from the museum remaining in a central downtown location such as North of First Street. We support the inclusion of the Children's Museum into the master planning process of North of First Street.

However, at the public meeting held on April 26<sup>th</sup> regarding the proposed negative declaration and initial study of the Children's Museum at the Art Park site and subsequently through letters to the City, questions and concerns were raised by residents, businesses and other community members that have not been addressed.

Given these concerns of the community, we are requesting the following as conditions to our support for the Children's Museum:

1. That the Children's Museum, either on its own or by working with the City, ensure that there is adequate public parking for Little Tokyo visitors and businesses on Judge John Aiso and First Streets. Furthermore, we ask that you consider a previous proposal by the businesses (schematic attached) that will create an easement behind the buildings that will provide the businesses with fire lane and trash pickup access as well as parking for the business owners and staff.
2. That the Children's Museum, similarly either on its own or by working with the City, ensure that low-cost or free parking is available to the over 100 people who reside along North of First Street.
3. That the design and construction of the Children's Museum would not adversely affect the "Go For Broke" Monument developed by the 100<sup>th</sup>/442<sup>nd</sup>/MIS World War II Memorial Foundation. We ask that the Children's Museum work closely with the Memorial Foundation to ensure that their needs for maintaining a serene and thoughtful environment around the monument are addressed.

4. That the footprint of the Children's Museum proposed facility and adjacent open space does not extend into the footprint of the current "tinker-toy" parking structure on the corner of Temple and Judge John Aiso Streets, thereby not precluding the development of a multi-generational sports, recreation and service center (the Generations Center) on North of First Street.

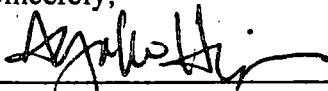
Please see the attached site plan that shows a proposal facility for the Children's Museum that would be sensitive to the Veteran's Monument. This also shows that the Generations Center and Children's Museum can co-exist. We highly recommend that this plan be taken into consideration into the master planning of the entire block.

The Little Tokyo community in the past has developed many master plans on that block, reflecting the needs in the community for a large recreation center to serve seniors and youth as well as attract people of all generations who would patronize the businesses in Little Tokyo. We feel that during this process of site selection for the Children's Museum and the development of the Art Park, none of the previous master plans had been taken into consideration, despite the fact that the needs still remain to be addressed. We feel that these previous master plans were not given their due process in the consideration of what is developed on North of First Street.

We feel that the Children's Museum's presence would add to the dynamic revitalization efforts currently in progress in Little Tokyo and, furthermore, would be complemented by the development of the Generations Center on the same block. Together, these two facilities would bring new energy to Little Tokyo and the broader downtown Los Angeles community.

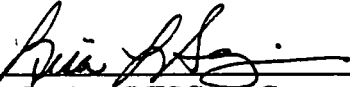
We urge you to adopt and support the inclusion of the Children's Museum and the Generations Center on the North of First Street block and that due process be given to the needs of the Little Tokyo community expressed through previous master plans.

Sincerely,



---

Ayako Hagihara, LTSC CDC/Little Tokyo Residents Association  
Central Avenue Art Park Partners Executive Committee member



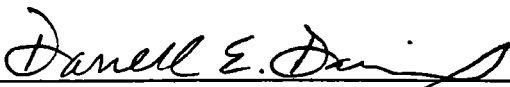
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Lisa Sugino, LTSC CDC  
Central Avenue Art Park Partners Executive Committee member



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Brian Kito, Owner, Fugetsu-Do Confectionary  
Central Avenue Art Park Partners Executive Committee member

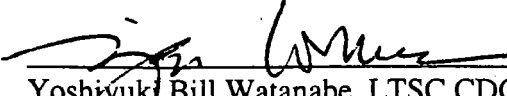


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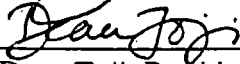
Darrell Daniel, Little Tokyo Residents Association



Bill Adams, San Pedro Firm Building Tenant Council



Yoshiyuki Bill Watanabe, LTSC CDC Executive Director



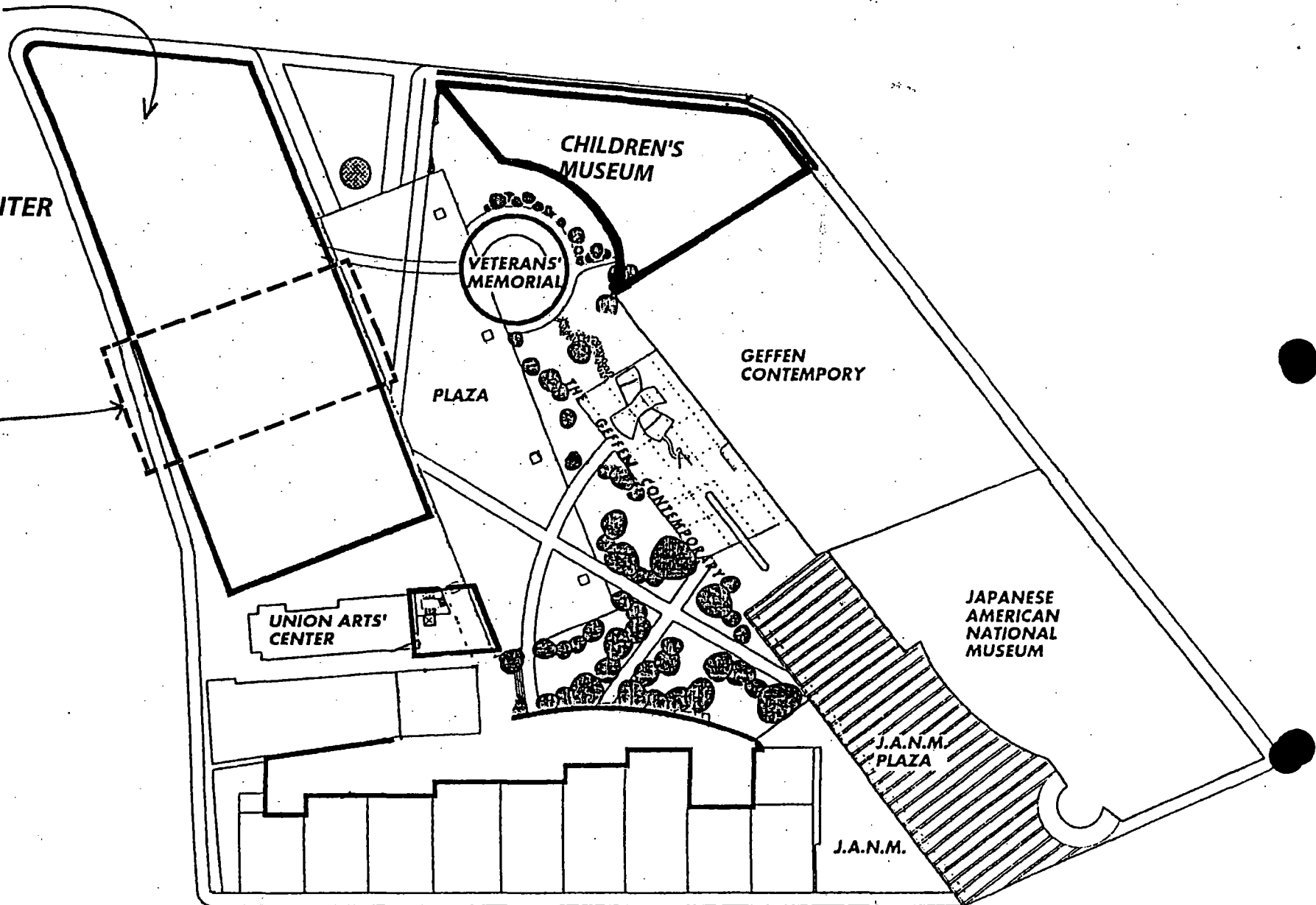
Dean Toji, President, Board of Directors, LTSC CDC

cc: Mr. Ron Deaton, Chief Legislative Analyst, Prop K Steering Committee member  
Mr. Bill Fujioka, City Administrative Officer, Prop K Steering Committee member  
Ms. Ellen Stein, President, Board of Public Works  
Mr. Rodney Collins—Office of Councilmember Rita Walters, Chair, Arts, Health and Humanities Committee  
Ms. Francine Oschian—Office of Councilmember Hal Bernson, Arts, Health and Humanities Committee  
Mr. John Lee—Office of Councilmember Alex Padilla, Arts, Health and Humanities Committee  
Ms. Samira Estilai—Office of Mayor Richard Riordan

enclosures

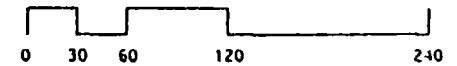
**LOW-RISE,  
MIXED USE  
BLDG  
(GYMNASIUM,  
BASKETBALL  
COURTS)  
YOUTH/SENIOR  
RECREATION CENTER**

**PASEO**

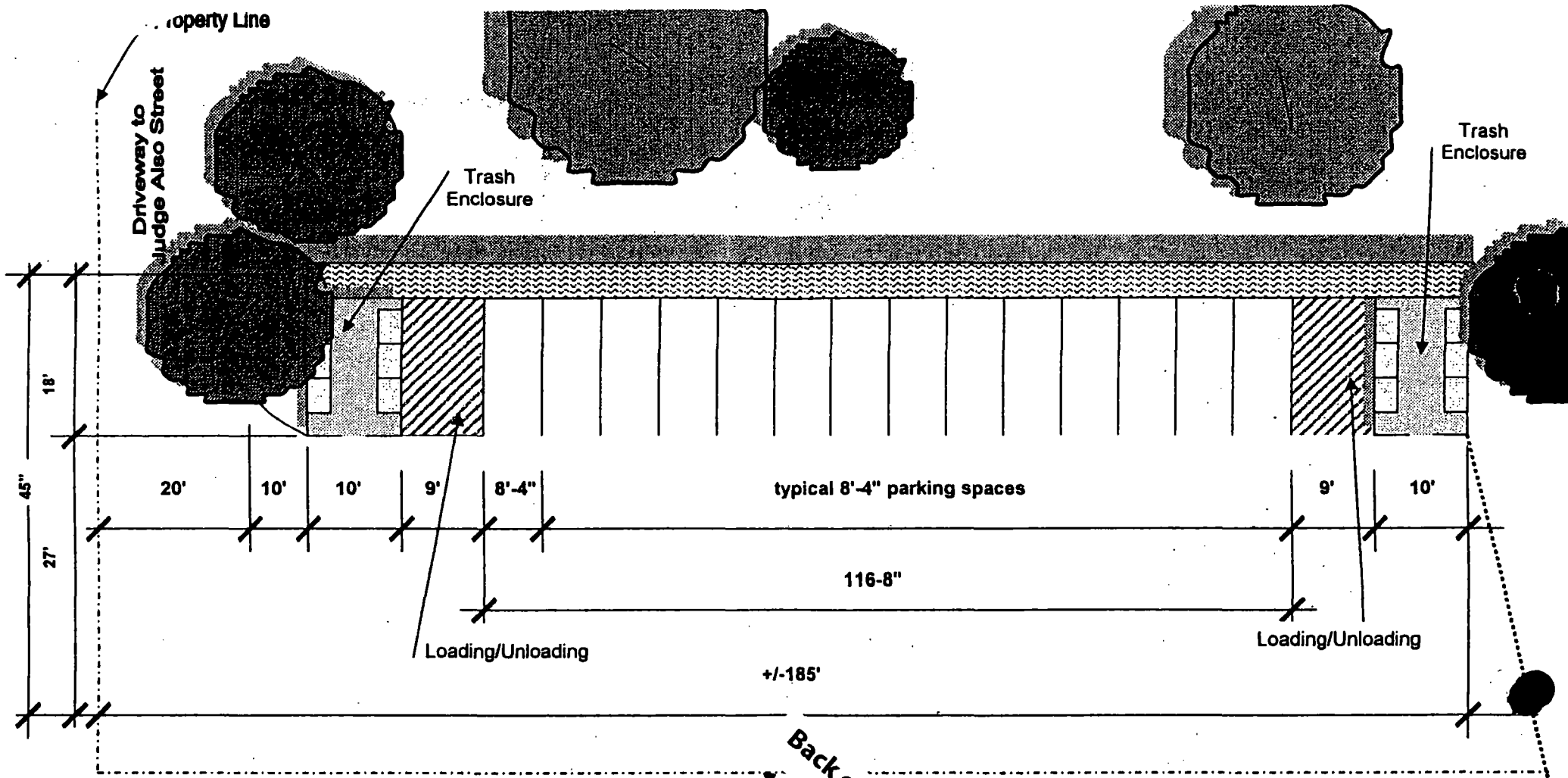


**CENTRAL ARTS PARK**

HODGETTS + FUNG, DESIGN ASSOCIATES



**MOCA MASTER PLAN 1998  
WITH CHILDREN'S MUSEUM  
PROPOSAL 2000**



**POTENTIAL OPPORTUNITY**  
 14 PARKING SPACES FOR 1ST STREET BUSINESSES.  
 2 LOADING/UNLOADING PARKING SPACES.  
 2 ENCLOSED TRASH AREAS FOR UP TO 12 DUMPSTERS.

Back of First Street Businesses



North

May 17, 2000

We, the undersigned members of the Little Tokyo Residents Association, support the efforts of the community to build a gymnasium in Little Tokyo. We endorse the attached letter to the City of Los Angeles asking that the gymnasium be included in the plan for the First Street North block.

私達は小東京住民会の会員で、長年小東京に体育館が出来ることを願っていました。現在体育館を建てようとしている人々の運動を支援します。更に、この署名書についているロサンゼルス市宛の手紙を承認します。

Name 名前	Address 住所	Signature サイン
Asako GREEN	112 Judge John Aiso St 90012	Asako Green
Eddie Oshiro	112 N. Judge John Aiso St.	LA. 90012
Sachi Kamshiri	231 E. 3rd St. (527)	L. A. 90013
ATSUKO BABA	222 S. Central Ave #425 L.A. Calif. 90012	
Haruko Sekiguchi	455 E. 3rd St #212	LA WA 90013 213 617 929
NARIKO CHAYOJI	223, S, CENTRAL AVE, L.A., 90012.	
YAEKO TAKAJI	223 S, CENTRAL AVE	LA 90012
FUMIKO TOJI	" " " " "	
JOE INOUE	112 JUDGE JOHN AISO	L.A. 90012
Henry C. ITOW	231 E 3RD ST. #312	L.A. 90013
SETSUKO	" " " "	
Jodd Kubota	112 Judge John Aiso	LA. 90021 JoddK

May 16, 2000

Neil Drucker  
City of Los Angeles Department of Public Works  
Bureau of Engineering  
Program Management Division, Proposition K-LA for Kids Program  
650 South Spring Street, Suite 700  
Los Angeles, CA 90014

Dear Mr. Drucker:

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2. That the Children's Museum, similarly either on its own or by working with the City, ensure that low-cost or free parking is available to the over 100 people who reside along North of First Street.
3. That the design and construction of the Children's Museum would not adversely affect the "Go For Broke" Monument developed by the 100<sup>th</sup>/442<sup>nd</sup>/MIS World War II Memorial Foundation. We ask that the Children's Museum work closely with the Memorial Foundation to ensure that their needs for maintaining a serene and thoughtful environment around the monument are addressed.



4. That the footprint of the Children's Museum proposed facility and adjacent open space does not extend into the footprint of the current "tinker-toy" parking structure on the corner of Temple and Judge John Aiso Streets, thereby not precluding the development of a multi-generational sports, recreation and service center (the Generations Center) on North of First Street.

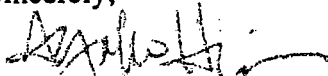
Please see the attached site plan that shows a proposal facility for the Children's Museum that would be sensitive to the Veteran's Monument. This also shows that the Generations Center and Children's Museum can co-exist. We highly recommend that this plan be taken into consideration into the master planning of the entire block.

The Little Tokyo community in the past has developed many master plans on that block, reflecting the needs in the community for a large recreation center to serve seniors and youth as well as attract people of all generations who would patronize the businesses in Little Tokyo. We feel that during this process of site selection for the Children's Museum and the development of the Art Park, none of the previous master plans had been taken into consideration, despite the fact that the needs still remain to be addressed. We feel that these previous master plans were not given their due process in the consideration of what is developed on North of First Street.

We feel that the Children's Museum's presence would add to the dynamic revitalization efforts currently in progress in Little Tokyo and, furthermore, would be complemented by the development of the Generations Center on the same block. Together, these two facilities would bring new energy to Little Tokyo and the broader downtown Los Angeles community.

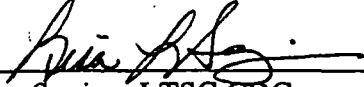
We urge you to adopt and support the inclusion of the Children's Museum and the Generations Center on the North of First Street block and that due process be given to the needs of the Little Tokyo community expressed through previous master plans.

Sincerely,



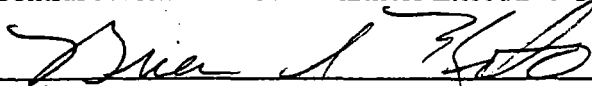
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Ayako Hagihara, LTSC CDC/Little Tokyo Residents Association  
Central Avenue Art Park Partners Executive Committee member



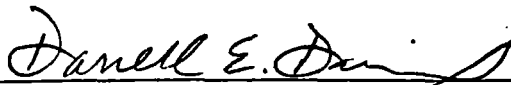
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Lisa Sugino, LTSC CDC  
Central Avenue Art Park Partners Executive Committee member



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Brian Kito, Owner, Fugetsu-Do Confectionary  
Central Avenue Art Park Partners Executive Committee member



---

Darrell Daniel, Little Tokyo Residents Association

*Bill Adams*

Bill Adams, San Pedro Firm Building Tenant Council

*Yoshiyuki Bill Watanabe*

Yoshiyuki Bill Watanabe, LTSC CDC Executive Director

*Dean Toji*

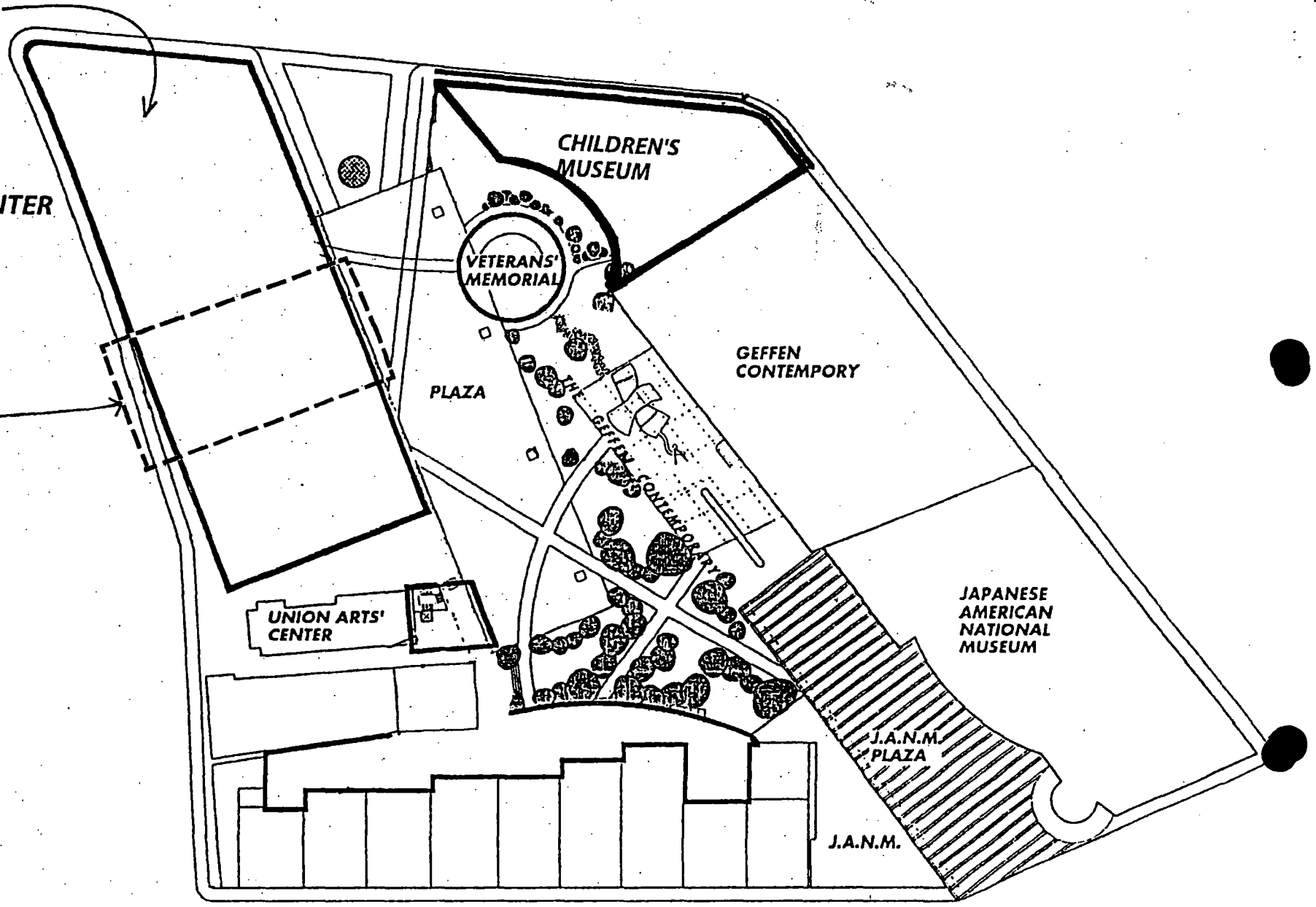
Dean Toji, President, Board of Directors, LTSC CDC

cc: Mr. Ron Deaton, Chief Legislative Analyst, Prop K Steering Committee member  
Mr. Bill Fujioka, City Administrative Officer, Prop K Steering Committee member  
Ms. Ellen Stein, President, Board of Public Works  
Mr. Rodney Collins—Office of Councilmember Rita Walters, Chair, Arts, Health and Humanities Committee  
Ms. Francine Oschian—Office of Councilmember Hal Bernson, Arts, Health and Humanities Committee  
Mr. John Lee—Office of Councilmember Alex Padilla, Arts, Health and Humanities Committee  
Ms. Samira Estilai—Office of Mayor Richard Riordan

enclosures

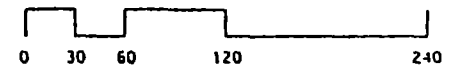
**LOW-RISE,  
MIXED USE  
BLDG  
(GYMNASIUM,  
BASKETBALL  
COURTS)  
YOUTH/SENIOR  
RECREATION CENTER**

**PASEO**

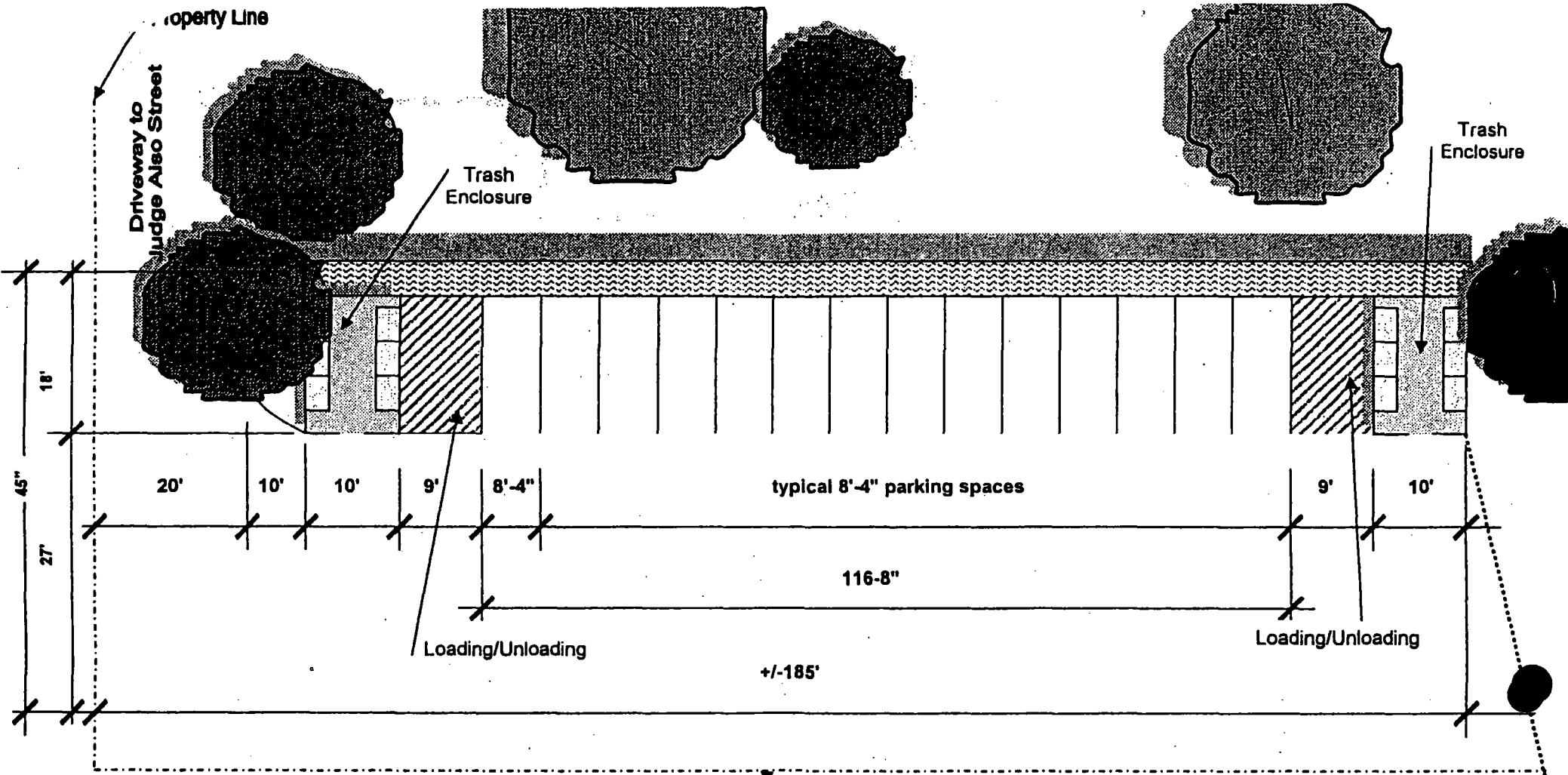


**CENTRAL ARTS PARK**

HODGETTS + FUNG, DESIGN ASSOCIATES



**MOCA MASTER PLAN 1998  
WITH CHILDREN'S MUSEUM  
PROPOSAL 2000**



**POTENTIAL OPPORTUNITY**  
 14 PARKING SPACES FOR 1ST STREET BUSINESSES.  
 2 LOADING/UNLOADING PARKING SPACES.  
 2 ENCLOSED TRASH AREAS FOR UP TO 12 DUMPSTERS.

Property Line  
**Back of First Street Businesses**

  
**North**

J. MICHAEL CAREY  
City Clerk

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705

When making inquiries  
relative to this matter  
refer to File No.

Council File Nos. 00-0531 & 00-0488  
(files transmitted)

May 22, 2000

Honorable Mike Hernandez, Chair  
Ad Hoc Committee on Children, Youth and Their Families  
Room 413, City Hall East

At its regular meeting on May 22, 2000, the Arts, Health and Humanities Committee considered a communication and Ordinance from the L.A. for Kids Steering Committee relative to site selection, environmental documents, leases, and bond approvals necessary for the Los Angeles Children's Museum and the El Centro del Pueblo Youth and Family Center. At that time, the Committee recommended that Council take the following actions:

1. Approve the recommendations of the L.A. for Kids Steering Committee.
2. Amend Section 2.6 of the proposed Ground Lease for the Art Park site as follows:

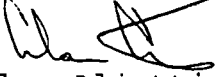
**Termination - Failure to Proceed with the Museum at the Hansen Dam Site.** MUSEUM is under obligation pursuant to that certain lease between the City of Los Angeles and Museum dated \_\_\_\_\_ and the Prop. K Grant Agreement to obtain \$7,500,000 for the construction of the Los Angeles Children's Museum - Hansen Dam Environmental Awareness Center in no case later than four (4) years from the execution of the Prop. K Grant Agreement. Failure of MUSEUM to meet the conditions of said lease and to commence construction of the museum at the Hansen Dam site by June 30, 2004 shall result in automatic termination of this Lease. Should said termination be ordered, MUSEUM will peaceably surrender the Premises and will comply with all of the requirements of the Lease with regard to termination.

3. Authorize the City Attorney to make any necessary changes to the proposed Ground Leases.



Pursuant to the dual referral of this matter, the subject Council files are hereby transmitted to you for consideration by your Committee.

Very truly yours,



Alan Alietti, Legislative Assistant  
Arts, Health and Humanities Committee, (213) 485-4836  
e-mail: aalietti@clerk.city.org

attachment

cc: Councilmember Rita Walters; attn: Rodney Collins  
Chief Legislative Analyst; attn: Victoria Carreon  
City Administrative Officer; attn: Jody Yoxsimer

a:\transmitletter1

APPROVED

MAY 22 2000

REPORT OF GENERAL MANAGER

NO. 00-195

DATE May 22, 2000

BOARD OF RECREATION  
and PARK COMMISSIONERS

CD 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOS ANGELES CHILDREN'S MUSEUM - PROPOSED RELOCATION TO THE  
HANSEN DAM "BABY BEEF" SITE

G. Stigile  
K. Regan  
C. Morris  
\*R. Fawcett

_____	G. Lum	_____
_____	M. Whelan	_____
_____	S. Klippel	_____
_____	J. Duggan	_____

*Erin Gippert*  
General Manager

Approved   /  

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

It is recommended that the Board:

1. Review, consider and adopt the Mitigated Negative Declaration and the Mitigation Monitoring Program for the Los Angeles Children's Museum (hereinafter referred to as Children's Museum) relocation, which includes the public comments received and responses thereto, as well as measures to reduce any identified potential minor impacts of the proposed project;
2. Approve the proposed relocation of the Children's Museum to a 0.85 acre vacant parcel, commonly known as the Baby Beef site, located adjacent to Hansen Dam Recreation Area near the intersection of Foothill Boulevard and Osborne Street (hereinafter referred to as the Hansen Dam site), subject to the execution of a ground lease agreement between the City of Los Angeles Department of Recreation and Parks (hereinafter referred to as the City) and the Children's Museum, a California non-profit organization;
3. Approve the Resolution (on file in the Board Office) authorizing the General Manager to enter into a Ground Lease Agreement with the Children's Museum for the lease of the Hansen Dam site;
4. Approve the proposed Agreement (on file in the Board Office) between the City and the Children's Museum for the lease of the Hansen Dam site, subject to all of the terms and conditions contained therein, at a cost of \$1.00 a year and a lease term of 50 years;

Received in Comm. 5-22-00

REPORT OF GENERAL MANAGER

PG. 2

No. 00-195

5. Request the City Attorney's Office to continue negotiations with the Children's Museum and to incorporate any necessary changes to the proposed Lease Agreement and authorize the Board President and Secretary to execute the subsequent Operating Agreement;
6. Direct the General Manager to request the Department of Public Works to proceed with the vacation of the public right of way at Stonehurst Drive on behalf of the Children's Museum with the understanding that the Children's Museum shall bear all costs required to satisfy the conditions for the street vacation;
7. Request the President of the Children's Museum to draft a check in the amount of \$1,271.40 payable to the Los Angeles County Clerk, to cover cost of the user fee required by Fish and Game Code Section 711.4 and the filing fee for the Notice of Determination on the Mitigated Negative Declaration; and,
8. Forward this report to the City Council, with the recommendation that the City Council:
  - A. Review, consider, and adopt the Final Mitigated Negative Declaration for the Los Angeles Children's Museum Relocation, which includes the public comments received and responses thereto, as well as measures to reduce any identified potential, minor impacts of the proposed project.
  - B. Approve the project, and the recommended site at the intersection of Osborne Street, Stonehurst Drive and Foothill, located adjacent to the Hansen Dam Recreation Area.
  - C. Approve the proposed Ground Lease Agreement for the Hansen Dam site, by and between the City of Los Angeles Department of Recreation and Parks and the Children's Museum, subject to all of the terms and conditions contained therein, at a cost of \$1.00 a year and a lease term of 50 years.
  - D. Authorize the General Manager, Department of Recreation and Parks, and the City Attorney to further negotiate and make "necessary" changes to the proposed Ground Lease, and, execute a fifty (50) year lease for the Hansen Dam site, by and between the City of Los Angeles and the Los Angeles Children's Museum.
  - E. Authorize the General Manager, Department of Recreation and Parks, and the City Attorney to negotiate and execute an Operating Agreement for the construction and operation/joint use of the Children's Museum at the Hansen Dam site, by and between the City of Los Angeles and the Los Angeles Children's Museum.
  - F. Direct staff to assist the Children's Museum with the filing of a Notice of Determination with the Los Angeles City and County Clerks within five (5) days of the Council's approval of this report.



## REPORT OF GENERAL MANAGER

PG. 3

No. 00-195

### SUMMARY

As part of a campaign to promote the arts and culture to youth, the City of Los Angeles is seeking to support the relocation and expansion of the existing Los Angeles Children's Museum (hereinafter referred to as Museum). Due to constraints at the existing site (i.e., parcel size, surrounding land uses, location, parking, etc.), the Museum formed a committee to locate a new site where expansion is feasible. Four sites were initially considered. The first of these four sites is located at the south side of Zoo Drive between Griffith Park Drive and Forest Lawn Drive within Griffith Park (near Travel Town Museum). The second site is part of the southernmost parking lot (i.e., Far South Lot) serving the Los Angeles Zoo and surrounding uses in Griffith Park, and is located approximately halfway between Crystal Springs Road and Heritage Way within Griffith Park. The third and fourth sites are the Los Angeles County Art Museum campus and the space adjacent to the Geffen Museum of Contemporary Art, respectively. After further study, these initial four sites have been determined to be either unavailable or unsuitable. The Children's Museum committee began a new site search in mid-1999, and identified six new sites. These are the Hansen Dam site currently under consideration by the Board, the "Art Park" site at the corner of Temple and Alameda, the "Orthopedic Hospital" site (Flower at 23<sup>rd</sup> Street, across the street from the Orthopedic Hospital), El Pueblo near Olvera Street, Exposition Park (Menlo at Exposition), and North Hollywood MTA site (Lankershim at Cumpston). Of these six, the Children's Museum have selected two sites for consideration: the Hansen Dam Site and the Art Park Site. The Orthopedic Hospital site is also being considered, however, this site is considered less desirable because additional adjacent property must be acquired to build the proposed museum. The Children's Museum proposes to construct two museums, one at each site selected.

#### **Proposed Children's Museum Projects:**

The Art Park site is currently owned by the City under the jurisdiction of the Department of General Services. In addition to the Children's Museum, the proposed project at this site includes the construction of administrative offices for museum staff and officials. Funding in the amount of \$9.5 million is available for this project from a Proposition K grant awarded to the Children's Museum. These funds are to be bond funded and are subject to the Children's Museum's ability to complete an environmental review (Council approval of the Mitigated Negative Declaration), obtain site control through a long term (at least 15 years) lease for the site and obtain additional funding (approximately \$7.5 million) for the completion of the proposed project at the Hansen Dam site.

The proposed project at the Hansen Dam Site involves the construction and operation of a proposed 2-story 80,000 square-foot children's museum. Project design would include landscaping, lighting, on-site staff, visitor, bus and handicap parking. The project would also include an environmental awareness center component which would have a Park Ranger information station/desk/kiosk and

## REPORT OF GENERAL MANAGER

PG. 4

No. 00-195

office space for Department staff within the new Children's Museum at Hansen Dam. Park Rangers could provide information, as well as interpretive discussions and walks for museum attendees. Funding from a \$2.5 million dollar Proposition K Grant is already earmarked for the Hansen Dam Environmental Awareness Center. These funds will be combined with the additional \$7.5 million that the Children's Museum is required to raise to complete the project.

### Mitigated Negative Declaration:

Pursuant to the California Environmental Quality Act (CEQA), a proposed Initial Study/Negative Declaration (IS/MND) was prepared by City staff for the proposed relocation of the Los Angeles Children's Museum, from its current location in downtown Los Angeles to the Hansen Dam site, as well as, various alternative sites within and nearby to Griffith Park. The proposed IS/MND was filed with the Los Angeles City Clerk on April 13, 2000. A Public Notice was advertised in the Los Angeles Times on April 13, 2000, as well as mailed to all residents, owners, occupants and known interested persons and parties. The proposed IS/MND was circulated to appropriate public agencies, and interested private individuals and community groups, as well as made available for inspection at the City's Pacoima Branch Library, and at the Office of the City Engineer for a 21 day review period, which ended May 6, 2000. Due to the reporting requirements of the State Clearinghouse of the Office of the Governor, the review period was extended to May 18, 2000.

Approximately 261 comments were received during the public review period. These include a petition opposing the project signed by 91 people, 142 letters of support, a petition signed by 19 people in support of the project, and 9 other letters. All relevant environmental concerns raised by the public and public agencies have been identified in the public comment section of the IS/MND, along with appropriate staff responses.

Staff believes that there is no substantial evidence that the proposed project will have a significant adverse impact on the human and natural environment effect, as no significant impacts have been identified to be associated with this project, and as measures to minimize any minor, potential impacts of the project have been included in the project design.

Some mitigation measures have been required as outlined in the Mitigation Monitoring Program as part of the Mitigated Negative Declaration. The applicant, the Los Angeles Children's Museum, has committed to including the necessary measures in the project design, implementation and/or operation to minimize any potential minor impacts associated with the project's implementation.

### Ground Lease Agreement:

In order for the Children's Museum to relocate to the Hansen Dam site, a Ground Lease Agreement must be executed. This proposed Ground Lease Agreement would allow the construction,

## REPORT OF GENERAL MANAGER

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No. 00-195

maintenance and operation of the Children's Museum on an 0.85 acre vacant parcel commonly known as the "Baby Beef" Site. This property, originally acquired in 1990 for an Environmental Awareness Center, is located adjacent to the Hansen Dam Recreation Lake near the intersection of Foothill Boulevard and Osborne Street. The Children's Museum shall be leasing Department property at a cost of \$1.00 a year and a lease term of fifty (50) years. This ground lease shall be contingent upon the Children's Museum's ability to obtain additional funding (approximately \$7.5 million), by a future time to be determined, for the completion of the museum at Hansen Dam. Should the Children's Museum be unable to obtain the necessary funding by the to be agreed upon date, the Department shall proceed with its construction of its own Environmental Awareness Center. Additional highlights of the agreement include the following:

- Children's Museum will be the lead agency on design and construction matters. The Department shall be consulted on all design and construction matters.
- The museum design shall include an environmental awareness component with a separate entrance to allow Department programming independent of the museum hours.
- The major focus of programming at the Children's Museum shall be directed towards environmental awareness education.
- In an effort to maximize all available resources, the Department and Museum staff shall conduct joint-meetings.

Although initial negotiations between the Children's Museum and the Department have resulted in the attached agreement for consideration, opportunities to "refine" certain terms and conditions are still available since both parties are still open to negotiations. Therefore, the General Manager and the City Attorney must be authorized to continue negotiations and make any "necessary" changes favorable to the City.

The Children's Museum envisions that the footprint of the proposed structure will extend beyond the 0.85 acres of Department property through Stonehurst Drive and approximately 15,000 square feet of Library Department property across from the "Baby Beef" site. This current plan requires that Stonehurst Drive be vacated and that approximately 15,000 square feet of Library property be made available for the Children's Museum. The City Attorney has opined that once the street vacation is complete, the Library Department should transfer their portion of the vacated street and the needed 15,000 square feet to the jurisdiction of the Department of Recreation and Parks. This action would ensure that all City property leased to the Children's Museum is accounted for under one lease agreement. Currently, discussions are being held with Library Department officials to determine whether this proposed "transfer" is feasible. In light of this uncertainty of available land, the proposed Ground Lease Agreement contains language that will include the additional properties (street vacated

REPORT OF GENERAL MANAGER

PG. 6

No. 00-195

portion and Library Department portion) to the "lease area" as they become available. If all the mentioned properties are available, the "lease area" will total approximately 1.6 acres.

In addition to the Ground Lease Agreement, an Operating Agreement must be negotiated and executed by both parties. The Operating Agreement shall encompass the construction and operation/joint use of the Hansen Dam site.

**Vacation of Stonehurst Drive:**

The proposed vacation of Stonehurst Drive is a necessary step towards the design and construction of the Children's Museum. It has been determined that this process could be placed on a "fast track" and provide some cost savings if the Department requested for the vacation of the public right of way on behalf of the Children's Museum. Since this action on the part of the Department would benefit the Children's Museum, it has been agreed that the Children's Museum shall bear all costs required to satisfy the conditions for the street vacation.

The Acting Superintendent of the Valley Region and Councilmember Alex Padilla of Council District 7 have been consulted on this matter and concur with staff's recommendations.

**PREPARED BY: Cid Macaraeg, Management Analyst II, Real Estate & Asset Management Division**

RESOLUTION NO. 9858

WHEREAS, the Baby Beef Site located adjacent to Hansen Dam Recreation Area near the intersection of Foothill Boulevard and Osborne Street in Los Angeles is owned by the City of Los Angeles and is under the jurisdiction of the Board of Recreation and Park Commissioners; and,

WHEREAS, the Board of Recreation and Parks supports the relocation of the Los Angeles Children's Museum to the subject 0.85 acre parcel; and,

WHEREAS, the Board of Recreation and Parks supports the proposal to combine the Children's Museum with the Environmental Awareness Center.

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and Park Commissioners of the City of Los Angeles that the proposed ground lease agreement with the Los Angeles Children's Museum, at a cost of \$1.00 a year and a term of fifty (50) years, be approved; and,

BE IT FURTHER RESOLVED that the General Manager be authorized and the City Attorney requested to continue negotiations and incorporate "necessary" changes to the ground lease agreement; and,

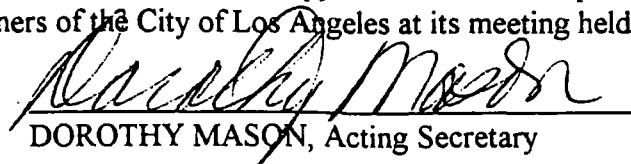
BE IT FURTHER RESOLVED that the General Manager with the assistance of the City Attorney be authorized to negotiate and execute an Operating Agreement with the Los Angeles Children's Museum to encompass construction and operation/joint use; and,

BE IT FURTHER RESOLVED that the Board President and Secretary be authorized to execute the Ground Lease Agreement and the Operating Agreement; and,

BE IT FURTHER RESOLVED that the General Manager be instructed to request for the vacation of the public right of way at Stonehurst Drive on behalf of the Children's Museum with the understanding that the Children's Museum shall bear all costs required to satisfy the conditions of the street vacation; and,

BE IT FURTHER RESOLVED that the Secretary be and she hereby is authorized to transmit a certified copy of this Resolution to the City Attorney of the City of Los Angeles for transmittal to the City Council for approval by ordinance.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on May 22, 2000.

  
DOROTHY MASON, Acting Secretary

Resolution No. 9858

J. MICHAEL CAREY  
City Clerk

When making inquiries  
relative to this matter  
refer to File No.

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705

May 19, 2000

C.F. Nos. 00-0531 and 00-0488  
(Transmitted w/o file)


Council Member Mike Hernandez, Chair of  
Ad Hoc Committee Children, Youth and Their Families  
Room 413, CHE

Dear Council Member Hernandez:

On Monday, May 22, 2000, the Arts, Health and Humanities Committee will consider a Communication and Ordinance from the L.A. for Kids Steering Committee relative to site selection, environmental documents, leases, and bond approvals necessary for the Los Angeles Children's Museum and the El Centro del Pueblo Youth and Family Center.

Since this matter involves the consideration of Proposition K funding, at the direction of the Chair of the Arts, Health and Humanities Committee we request that your committee also consider this item. The matter is scheduled for Council consideration on May 24, 2000. Therefore, immediate consideration by your Committee would be appreciated.

Sincerely,

  
Alan Alietti, Legislative Assistant,  
Arts, Health and Humanities Committee



TO BE PLACED ON NEXT	#62
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MOTION

MAR 22 2000

The Children's Museum of Los Angeles must move expeditiously to obtain control of a site by approximately June 13, 2000, for the construction of a new museum in order to secure \$9.5 million in Prop K funds. It is imperative that the City Council work cooperatively with the staff of the Children's Museum to ensure that an ideal site is secured. This is the only museum in the City of Los Angeles that is dedicated solely to a kaleidoscope of activities for children which includes interactive exhibits, workshops and art classes.

Presently there are six sites that have been recommended to the Museum staff for consideration:

1. The MTA site at Lankershim Boulevard and Cumpston Street and surrounding adjacent properties in North Hollywood.
2. Southwest corner of Alameda and Temple Streets, adjacent to the Temporary Museum of Contemporary Art and the Japanese American National Museum.
3. Exposition Park
4. Orthopedic Hospital
5. A site across from Olvera Street which contains two historic structures and a parking lot.
6. Hansen Dam

The criteria for the site selection process should be based upon what best fulfills the needs of the children. Every site that is recommended should be given careful consideration.

I THERFORE MOVE that the Council instruct the Chief Legislative Analyst, the Chief Administrative Office, and the City Attorney to work with the CEO, Board of Directors and staff of the Children's Museum of Los Angeles to evaluate each site that has been submitted for consideration and to report back to Council with a recommendation for the top two most suitable sites within 30 days.

RG

PRESENTED BY Joel Wachs  
 JOEL WACHS  
 Councilman, 2<sup>nd</sup> District

SECONDED BY Raymond J. ...

March 22, 2000

**PROPOSED**  
**MITIGATED NEGATIVE DECLARATION**  
**AND**  
**INITIAL STUDY**  
**Los Angeles Children's Museum**  
**Orthopedic Hospital Site**

prepared for

The City of Los Angeles  
Department of Public Works  
Bureau of Engineering  
650 South Spring Street, Suite 700  
Los Angeles, California 90014

prepared by

Impact Sciences  
30343 Canwood Street, Suite 210  
Agoura Hills, California 91301

**APRIL 13, 2000**



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## PROPOSED MITIGATED NEGATIVE DECLARATION

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### APPENDICES

- A.    Air Quality Calculations
  - B.    Traffic Study and Letter of Concurrence
-

CITY OF LOS ANGELES  
 OFFICE OF THE CITY CLERK  
 ROOM 615, CITY HALL EAST  
 LOS ANGELES, CALIFORNIA 90012  
 CALIFORNIA ENVIRONMENTAL QUALITY ACT

CITY CLERK'S OFFICE  
 DOCUMENT FILED  
 City Clerk's Office  
 No. BE 170-00  
 Certified by JMN  
 Date APR 14 2000

# PROPOSED MITIGATED NEGATIVE DECLARATION

(Article V, City CEQA Guidelines)

FORM RP 1-1-91

<b>LEAD CITY AGENCY AND ADDRESS:</b> City of Los Angeles Department of Public Works, Bureau of Engineering Environmental Management, Program Management Division Proposition K - LA For Kids Program 650 S. Spring Street, Suite 700 Los Angeles, CA 90014		<b>COUNCIL DISTRICT:</b> 9
<b>PROJECT TITLE:</b> Los Angeles Children's Museum - Orthopedic Hospital Site		<b>CASE NUMBER:</b> BE-220-00
<b>PROJECT LOCATION:</b>  The site is located in southeast Los Angeles near the southwest corner of Flower Street and 23 <sup>rd</sup> Street. Specifically, the location of the site is directly across Flower Street from the Orthopedic Hospital, and immediately to the east of the Harbor (110) Freeway.		
<b>PROJECT DESCRIPTION:</b>  The proposed project entails relocation and expansion of the existing Los Angeles Children's Museum from downtown Los Angeles. Project implementation would involve the construction and operation of a proposed 3-story, 80,000 square-foot children's museum, parking, landscaping and appurtenances.		
<b>NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY:</b>  Los Angeles Children's Museum 310 N. Main Street Los Angeles, CA 90012		
<b>FINDING:</b>  The City of Los Angeles Department of Public Works has determined that this project will not have a significant effect on the environment for the following reasons:  The Initial Environmental Study prepared for the project concluded that there would be no unavoidable significant environmental impacts resulting from project implementation. Attached is a copy of the Initial Study documenting the reasons to support the finding of no significant effect on the environment.		
<b>•SEE ATTACHED SHEET (S) FOR ANY MITIGATION MEASURES IMPOSED.</b>		
Any written objections received during the public review period are attached together with the responses of the lead City Agency.		
<b>THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.</b>		
<b>NAME OF PERSON PREPARING THIS FORM:</b> Neil L. Drucker <i>Neil Drucker</i>	<b>TITLE:</b> Environmental Supervisor II, Program Management Division	<b>TELEPHONE NUMBER:</b> (213) 847-8695
<b>ADDRESS:</b> Department of Public Works 650 S. Spring Street Los Angeles, CA 90014	<b>SIGNATURE (OFFICIAL):</b>  <i>Neil Drucker</i>	<b>DATE:</b>  4/13/00

## MITIGATION MEASURES

1. A "parking plan" shall be prepared by the Orthopedic Hospital (with assistance from the Museum) to demonstrate its employee parking will be consolidated to provide additional parking for the proposed project. The plan shall be subject to the review and approval of the City of Los Angeles Department of Transportation.
2. Project design shall include a pedestrian on-demand signalized cross-walk from the Orthopedic Hospital to the project site in order to allow for off-site parking across from Flower Street.
3. All construction equipment, fixed or mobile, shall be in proper operating condition and fitted with factory standard silencing features including the muffling and shielding of intakes and exhausts.
4. As per Section 41.40 of the City of Los Angeles Noise Ordinance, construction operations shall be limited to the hours of 7 AM to 9 PM Monday through Friday and 8 AM to 6 PM on Saturdays and holidays. No construction operations shall be permitted on Sundays.
5. Use of gasoline power generators shall be prohibited during nighttime construction activity. In place of these generators, the contractor shall use a temporary power pole or connect to an existing electrical outlet to power the equipment and lighting needed for nighttime operations.
6. As per Section 112.05 of the City of Los Angeles Noise Ordinance, all technically feasible measures shall be implemented to reduce noise levels of construction equipment operating within 500 feet of residential areas in cases where noise levels exceed 75 dB(A) at 50 feet from the noise source. Technically feasible measures include, but are not limited to, changing the location of stationary construction equipment, shutting off idling equipment, notifying adjacent land uses in advance of construction work, ensuring that construction equipment is fitted with modern sound reduction equipment, and installing temporary acoustic barriers around stationary construction noise sources.
7. The project applicant shall provide staging areas on site to minimize off-site transportation of heavy equipment. These areas shall be located as to maximize the distance between staging areas and residential areas.
8. Minimize off-site heavy truck activities near sensitive receptors and within local residential areas.

**CITY OF LOS ANGELES  
INITIAL STUDY  
Los Angeles Children's Museum  
Orthopedic Hospital Site**

**INTRODUCTION**

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The Initial Study has been prepared in accordance with relevant provisions of the California Environmental Quality Act (CEQA) of 1970 as amended and the *CEQA Guidelines*.

Section 15063(c) of the *CEQA Guidelines* indicates that the purposes of an Initial Study are to:

1. Provide the Lead Agency, in this case the City of Los Angeles, with information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR) or Negative Declaration;
2. Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a Negative Declaration;
3. Assist the preparation of an EIR, if one is required, by:
  - a. Focusing the EIR on the effects determined to be significant;
  - b. Identifying the effects determined not to be significant;
  - c. Explaining the reasons why potentially significant effects would not be significant; and
  - d. Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of a project's environmental effects;
4. Facilitate environmental assessment early in the design of a project;
5. Provide documentation of the factual basis for the finding in a Negative Declaration that a project will not have a significant effect on the environment;
6. Eliminate unnecessary EIRs; and
7. Determine whether a previously prepared EIR could be used with the project.

According to Section 15063(b)(1) of the *CEQA Guidelines*, if the lead agency determines that there is substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency shall do one of the following:

1. Prepare an EIR;
2. Use a previously prepared EIR which the lead agency determines would adequately analyze the project at hand;  
or
3. Determine, pursuant to a program EIR, tiering, or another appropriate process, which of a project's effects were adequately examined by an earlier EIR or negative declaration. The lead agency shall then ascertain which effects, if any, should be analyzed in a later EIR or negative declaration.

**Project Background**

As part of a campaign to promote the arts and culture to youth, the City of Los Angeles is seeking to support the expansion of the existing Los Angeles Children's Museum. Due to constraints at the existing site (i.e., parcel size, surrounding land uses, location, parking, etc.), the Museum formed a committee to locate a new site where expansion is feasible. Site selection criteria are principally based on a need to find a location that is central for the children of Los Angeles. The ideal site should be user friendly, relatively easy to get to via public transportation, freeways and major thoroughfares, and provide relatively equal service and access for the San Fernando Valley, South Central Los Angeles, East Los Angeles, and West Los Angeles. The ideal site should also provide "outdoor" space so that activities could take advantage of climatic conditions in southern California, and have surrounding land uses that are compatible with other children's activities.

Four sites are currently under consideration. These are identified as the Hansen Dam Recreation Area site, the North Hollywood Redevelopment Area site (near the MTA Station), the Orthopedic Hospital site in southeast Los Angeles, and the Art Park site in downtown Los Angeles. Two other sites, one located near Olvera Street in downtown Los Angeles and the other located within Exposition Park, were also considered, but are on hold at the present time, pending a determination of site availability.

## PROJECT INFORMATION

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1. **Project Title**

Los Angeles Children's Museum – Orthopedic Hospital Site

2. **Lead Agency Name and Address**

City of Los Angeles Department of Public Works  
Bureau of Engineering, Program Management Division  
Environmental Management  
650 S. Spring Street  
Suite 700, Mail Stop 549  
Los Angeles, CA 90014

3. **Contact Person and Phone Number**

Neil Drucker, Proposition K - LA for Kids Program  
(213) 847-8695

4. **Project Location:**

As shown in Figures 1 and 2, the approximately one-acre project site is located in southeast Los Angeles near the southwest corner of Flower Street and 23<sup>rd</sup> Street. Specifically, the location of the site is directly across Flower Street from the Orthopedic Hospital, and immediately to the east of the 110 (Harbor) Freeway.

5. **Project Sponsor's Name and Address**

Los Angeles Children's Museum  
310 North Main Street  
Los Angeles, CA 90012

6. **General Plan Designation**

The site is located within the Southeast Los Angeles Community Plan area. The General Plan land use designation is Limited Manufacturing.

7. **Zoning**

The property is zoned Commercial [Q] C2-2-0.

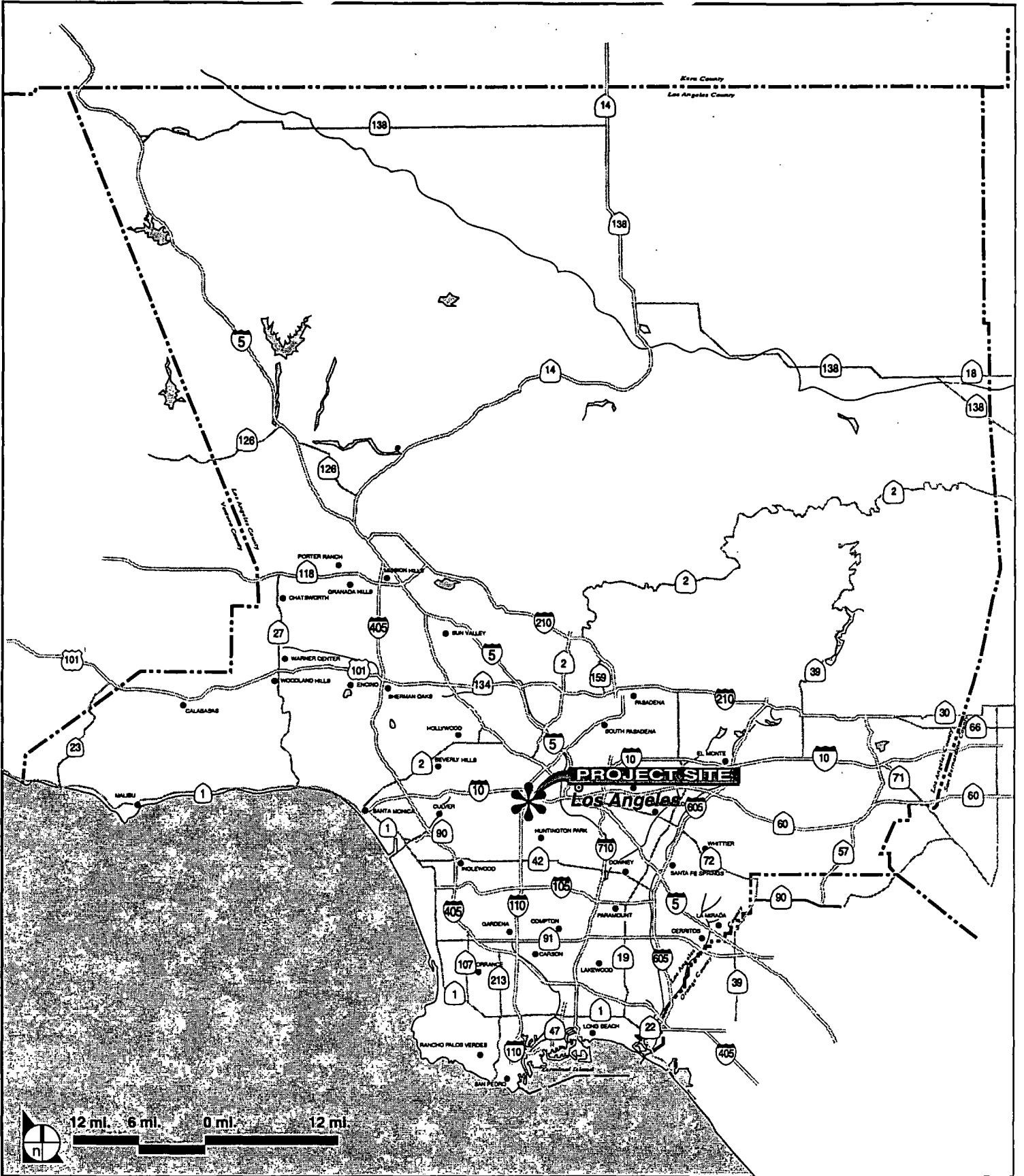
8. **Description of Project:** (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.)

The proposed project entails the expansion and relocation of the existing Los Angeles Children's Museum. Project implementation would involve the construction and operation of a new children's museum. Components of the project would include an approximately 80,000 square-foot structure consisting of three floors (one below grade and two above grade), with outdoor ancillary facilities, landscape areas and access drives including bus pick-up and drop-off areas. Parking would be located across the street, within the Orthopedic Hospital property.

**Existing Facility**

The existing Children's Museum is an institutional use that focuses on the promotion of the arts and culture to youth, and is located in downtown Los Angeles, California. The Museum provides interactive exhibits which permit children to relate with the exhibits instead of merely viewing them. The facility functions as a "low-tech" experience permitting the children to explore and discover rather than being told what their experiential participation shall be. The Museum also contains a "black box." A black box is a space that can be used for play, plays, presentations, entertainment, and other activities.

The existing museum has been in operation for approximately 20 years. The Museum, in its current location, occupies 17,000 square feet of exhibit, administrative and storage space. By comparison, the children's museum in Indianapolis is approximately 220,000 square feet; the existing Los Angeles Children's Museum facility is grossly inadequate for a metropolis the dimensions of Los Angeles.



SOURCE: Impact Sciences, 10/99.

FIGURE 1

Regional Location

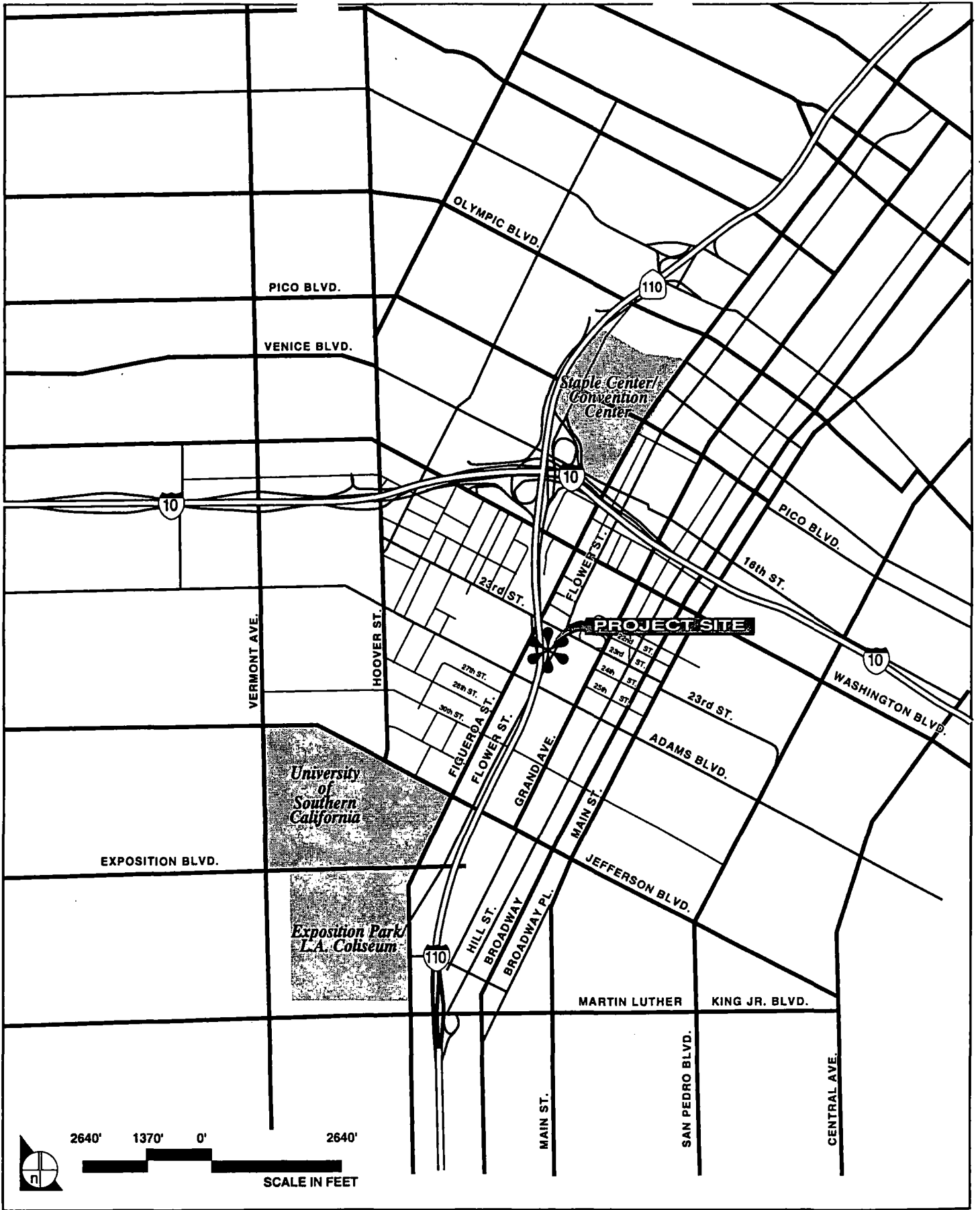


FIGURE 2

## Project Objective

The objective of the proposed project is to site, design and construct a new facility to accommodate the ever-increasing demand for educating children about arts and culture. The existing facility will remain as a children's museum. However, the primary function of the existing facility will be focused on educating children about "how the City works."

## Development Proposal

The project applicant is seeking to develop the approximately one-acre site with a three-story museum building. The building footprint would be approximately 26,000 square feet, and the total museum space would be approximately 80,000 square feet. Of this total space, approximately 60 percent would be devoted to exhibit and front-of-house space. Approximately 30 percent would be devoted to administrative uses. The remaining 10 percent would be devoted to storage. Visitor and employee parking would occur off-site, and would be shared with the Orthopedic Hospital, which is located across Flower Street.

## Design and Construction Schedule

The design of the proposed project is anticipated to commence as soon as possible after environmental review and lead agency approval, and would be completed after two years. A design competition would be used as a method of developing detailed plans for exterior and interior uses. The Architectural Selection Committee would be chaired by Ira Yellin, and the Jury would be composed of Mr. Steven Roundtree of the Getty Museum, Mr. Richard Kashalek of the Museum of Contemporary Art, Mr. Steven Levine of the California Institute of the Arts and the Deans of the Schools of Architecture from the University of Southern California (USC) and the University of California Los Angeles (UCLA). Construction and outfitting is anticipated to take 12 to 18 months. The new Children's Museum is expected to open for operation during the spring of 2002.

## Operation

Ultimately, the new Children's Museum would employ approximately 40 full-time persons for its daily operations. Operating hours are expected to remain unchanged from the existing museum. During the school year, which runs from September through June, the new Museum will be open on weekdays to student tour groups only. Generally, two scheduled sessions will be available for student tour groups. These are 9:15 a.m. to 11:00 a.m. and 11:15 a.m. to 1:00 p.m. The size of the tour groups would range from 100 to 300 students per session, for a total maximum of 600 students per day. Students are expected to be bused to the museum during the scheduled tour sessions. The Museum will be open to the general public only on weekends during the school year. At this time, the Museum is open from 9:00 a.m. to 5:00 p.m.<sup>1</sup>

During the summer months when school is not in session, the Museum will be open seven days a week. Hours of operation during this period are 9:00 a.m. to 5:00 p.m. during the week, and 10:00 a.m. to 5:00 p.m. on weekends.

## 9. Surrounding Land Uses and Setting (Briefly describe the project's surroundings.)

The project site is generally located approximately one-half mile south of downtown Los Angeles, within the southwest Los Angeles Community Plan area of the City of Los Angeles. The project site is located within an urbanized area developed with roadways, institutional, residential, commercial, and office uses. The site is completely paved and is currently used as a parking lot serving the nearby Orthopedic Hospital. The site is bounded on the north by a four-story multi-family residential building and on the south by an abandoned roadway (freeway on-ramp) and the 110 (Harbor) Freeway. Flower Street and the Orthopedic Hospital are located to the east of the site, while the abandoned roadway and the 110 Freeway are located to the immediate west. Notable uses located in the general area include the Los Angeles Trade Technical College, Mount St. Mary's College, and the Shrine Auditorium.

Regional access to the site is offered by 110 Freeway from the north and south, and the 10 (Santa Monica) Freeway from the east and west. Local access to the site is offered by a number of local roadways including Flower Street, Adams Boulevard, and 23<sup>rd</sup> Street.

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<sup>1</sup> They Ta, City of Los Angeles Children's Museum, telephone interview, June 5, 1998.



10. **Other public agencies whose approval maybe required (e.g., permits, financing approval, or participation agreement):**

- Los Angeles City Council
- City of Los Angeles Planning Department, Environmental Review Unit
- City of Los Angeles Department of Public Works
- City of Los Angeles Department of Transportation
- City of Los Angeles Department of Cultural Affairs.
- City of Los Angeles Department of Building and Safety
- City of Los Angeles Fire Department
- City of Los Angeles Planning Commission

**DETERMINATION**

**Environmental Factors Potentially Affected:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated," as indicated by the analysis on the following pages.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Land Use and Planning  | <input checked="" type="checkbox"/> Transportation/Circulation | <input type="checkbox"/> Public Services               |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Biological Resources                  | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Geophysical            | <input type="checkbox"/> Energy and Mineral Resources          | <input type="checkbox"/> Aesthetics                    |
| <input type="checkbox"/> Water                  | <input type="checkbox"/> Hazards                               | <input type="checkbox"/> Cultural Resources            |
| <input type="checkbox"/> Air Quality            | <input checked="" type="checkbox"/> Noise                      | <input type="checkbox"/> Recreation                    |
|   | <input type="checkbox"/> Mandatory Findings of Significance    |  |

**Determination.**

On the basis of this initial evaluation:

The proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

The project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

The proposed project **MAY** have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on the following pages, if the effect is a "potentially significant impact" or potentially significant unless mitigated." An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.

Although the proposed project could have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

Neil J. Drucker  
Signature

4/13/00  
Date

Neil Drucker  
Printed Name

Vitaly B. Troyan, P.E. City Engineer  
For

**ENVIRONMENTAL IMPACTS**

**Explanation of Evaluations:**

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

**Evaluation of Environmental Impacts:**

I. LAND USE AND PLANNING. <i>Would the proposal:</i>	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Conflict with general plan designation or zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be Incompatible with existing land use in the vicinity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Affect agricultural resources or operations (e.g., impacts to soils or farmlands, or impacts from incompatible land uses)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Disrupt or divide the physical arrangement of an established community (including a low income or minority community)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

- a. California State Law (Government Code Section 65300) requires that each city prepare and adopt a comprehensive, long-term general plan for its future development. The general plan must contain seven elements, including land use, circulation, housing, conservation, open space, noise and safety. In addition to these, state law permits cities to include optional elements in their general plans, thereby providing local governments with the flexibility to address the specific needs and unique character of their jurisdictions. The role of the general plan is to act as a "constitution" for development, the foundation upon which all land use decisions are based. It expresses community development goals and embodies public policies for the community. The City of Los Angeles is a large metropolitan area with diverse characteristics manifested in 35 distinct geographic areas. In fulfillment of the State's requirements, the City's General Plan contains community plans which establish land use policy and standards for each of the 35 geographic areas in order to better address the needs and character of such a large city. In short, the policies and standards within each community plan are specifically directed to development in that particular geographic area, and reflect all the required elements of the General Plan.

The proposed project is located within the Southeast Los Angeles Community Plan area. This Community Plan represents the focused land use and planning document that regulates land uses in the project area. The Southeast Los Angeles Community Plan contains policies and standards from the City's generalized General Plan Elements such as Open Space Plan and Conservation Plan, and focuses them more narrowly to the environmental and land use characteristics that are unique to this portion of the City. The southeast Los Angeles Community Plan designates the area as Limited Manufacturing. According to the City of Los Angeles Planning Department, museum uses are allowable under the General Plan land use designation for the project site.<sup>2</sup>

The Southeast Los Angeles Community Plan has been designed to accommodate the anticipated growth in population and employment of the Community to the year 2010. The Plan does not seek to promote or to hinder growth; rather it accepts the likelihood that growth will take place and must be provided for.

<sup>2</sup> Herb Glasgow, City of Los Angeles Planning Department, Unit Head, South Central and Southeast Los Angeles Community Plans, telephone conversation, March 23, 2000.

The zoning classification for the site is Commercial [Q] C2-2-0. The "Q" classification attached to the zone is a qualified zoning classification use that places certain restrictions on the property, used in combination with zone changes only. It also assures that development is compatible with uses surrounding the property, and meets the objectives of the General Plan. According to the City Planning Department, since the proposed project is not residential, the Q classification does not apply to the project.<sup>3</sup> Allowable uses within these zones include, but are not limited to, retail with limited manufacturing, service stations and garages, retail construction business, churches, schools, parks and playgrounds, child care facilities, hotels and hospitals. Given that the proposed project is consistent with the uses allowed by the General Plan and Zoning designation for the site, no significant impacts are anticipated.

- b. As shown in "a" above, the proposed project would not conflict with applicable environmental plans and policies (i.e., Southeast Los Angeles Community Plan or City Planning and Zoning Code) adopted by agencies with jurisdiction over the project. Therefore, no impacts are anticipated under this category.
- c. The project site is currently used as a parking lot. The proposed museum, as an institutional land use, would be compatible in function as an institutional use with the Orthopedic Hospital located across Flower Street from the project site. The three-story museum would also be compatible in scale with the multi-family apartment complex located north of the project site. Therefore, project implementation would not result in incompatible land uses in the project area.
- d. There are no agricultural resources or activities on or in the vicinity of the proposed project site. As a result, no impacts are anticipated under this category.
- e. There is no community currently existing on site, as the site is used for parking. Therefore, project implementation would neither divide nor disrupt the arrangement of any established community.

Further Study Required:

None.

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<sup>3</sup> City of Los Angeles Planning Department, Planning Counter #19, 221 N. Figueroa Street, Los Angeles, March 21, 2000.

**II. POPULATION AND HOUSING. *Would the proposal:***

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Cumulatively exceed official or local population projections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Displace existing housing, especially affordable housing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

- a. The proposed project does not include a residential component. As a result, project implementation would not directly impact official or local population projections of the City.
- b. The proposed project is not anticipated to result in substantial growth-inducing effects since it involves the relocation of an existing institutional facility. However, an insignificant increase in the number of visitors (i.e., children) to the Orthopedic Hospital area is anticipated to result from project operation. During construction, the work force is anticipated to be drawn from the existing labor pool in the Los Angeles County area. Operational work force would increase incrementally from the current full-time work force of approximately 18 employees to 40 full-time employees. Some minor addition of new part-time staff would also occur. However, this increase in staff is not considered to be a significant impact when compared with the existing labor pool.
- c. No housing units currently exist on site. Therefore, no impacts would occur under this category.

Further Study Required:

None.

III. GEOPHYSICAL. <i>Would the proposal result in or expose people to potential impacts involving:</i>	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Seismicity: fault rupture?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Seismicity: ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Seismic ground failure including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Seismicity: Seiche or tsunami?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Landslides or mudslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Erosion, changes in topography or unstable soil conditions from excavation, grading or fill?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Subsidence of the land?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Expansive soils?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Unique geologic or physical features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

a. Geologic studies have found that the Los Angeles Basin (inclusive of the project site) is a geologically complex area with over 100 active faults. Studies completed since 1994 indicate that the major fault systems in the Los Angeles area are capable of generating large earthquakes. Studies have shown that the nearby area could be affected by moderate to large earthquakes (magnitude 6.2 to 7.5) on the nearby Newport-Inglewood, Santa Monica-Hollywood, Verdugo, Sierra Madre, San Fernando and San Andreas Faults. The site is most proximal to the Newport-Inglewood Fault, which is located approximately four miles to the west of the site.

The proposed project will comply with all local and regional codes and regulations pertaining to the protection of people and property from seismic hazards. Standard mitigation for ground shaking and fault rupture effects is provided through enforcement of structural and non-structural seismic design provisions defined in the Uniform Building Code (UBC) and related City codes and regulations. These codes are updated every three years and, through this update process, will incorporate new design provisions as needed. Application of these design provisions to the proposed project will mitigate potential effects of fault rupture in the project area to a level considered less than significant

b. The project site lies in a seismically active region and is subject to ground shaking from an earthquake event along major active regional faults. However, proposed uses are transient as people will only congregate at the facility periodically when the museum is open. Moreover, patrons and employees would mostly be residents of southern California who are already exposed to earthquake related hazards by virtue of their resident location.

In addition, the proposed project would incorporate design features, including provisions of the UBC. Code requirements focus on minimizing structural failure during an earthquake. Project implementation is, therefore, not anticipated to increase the risk of exposure of people to impacts from seismic ground shaking. As a result, impacts under this category are considered less than significant.

c. Liquefaction refers to an unstable condition in which water-saturated soils are transformed from a solid to semi-solid state due to sudden shock or strain. Major factors influencing liquefaction are groundwater level, soil type, relative density, loading conditions, ground acceleration and duration of shaking. The proposed project will comply with all applicable local and regional codes and regulations, and project design will incorporate City-approved geotechnical recommendations for site development. Any risk of seismic ground failure and liquefaction is, therefore, anticipated to be reduced to a level of insignificance.

d. The project site is not located close to the ocean or a water body. The risk of a tsunami or a seiche to occur in the project area is, therefore, very remote. In addition, the site is not in proximity to any known volcano, so the threat of volcanic eruption is non-existent. No adverse impacts are, therefore, anticipated with project implementation.

- e. The site is paved, and is located in an urbanized area. The topography of the site and its immediate built environment is relatively flat, and is devoid of any distinctive landforms. Site elevation is approximately 232 feet above mean sea level. Given the relatively flat nature of the site, and the amount of impervious surfaces in the area due to surrounding developments, no potential for significant landslides or mudflow impacts exist.
- f. Construction activity associated with site development may result in wind- and water-driven erosion of soils. This impact is considered short-term in nature as the site would be landscaped and would contain hardscape surfaces upon completion of development. The use of required Best Management Practices (BMPs) on the construction site would reduce any impact to acceptable levels. Excavation activities associated with the construction of the level below grade are not expected to be lower than the depths excavated for the construction of surrounding uses (e.g., the 405 Freeway). Further, project design will incorporate City-approved geotechnical recommendations for site development and so the project would not result in unstable soil conditions. Based on the above, impacts under this category are expected to be less than significant.
- g, h. The project site is located in an urban area with several uses in the general vicinity. The site is fairly flat and is completely paved as it is used for parking. Site development will involve some changes to the soil conditions as a result of excavation activity. No significant changes to geologic substructures are expected to occur as a result of project implementation, since the proposed project will comply with all applicable local and regional codes and regulations. In addition, project design will incorporate City-approved geotechnical recommendations for site development. Therefore, no significant impacts are anticipated under these categories.
- i. The project site is paved, relatively flat, and is located within an urbanized area. There are no unique geologic or physical features on site. No impacts are, therefore, anticipated.

Further Study Required:

None.

IV. WATER. <i>Would the proposal:</i>	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exposure of people or property to water-related hazards such as flooding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen, or turbidity)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Changes in the amount of surface water in any water body?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Changes in currents, or the course or direction of water movements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Altered direction or rate of flow of groundwater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Impacts to groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

- a. The project site is completely paved and is currently used for parking. An existing storm water collection and conveyance system serves the site and surrounding uses. Site development would result in a similar level of paved surface as that of the existing parking lot, so the project is not anticipated to result in changes in absorption rates, drainage patterns, or the rate and amount of surface runoff. In addition, during construction, the project will be required to implement standard Best Management Practices (BMPs) for small construction sites. Implementation of required BMPs would substantially reduce erosion, deposition and related effects. Based on the above, impacts under this category are anticipated to be less than significant.
- b. The project site is not located in proximity to any water body. The project area is not located in a 100-year or a 500-year flood plain. The site and its immediate environs are located in an area designated by the Federal Emergency Management Agency (FEMA) as a Zone C (area of minimal flooding).<sup>4</sup> The potential for flooding to occur in the project area is, therefore, minimal. Project design will comply with all applicable codes and regulations pertaining to flood control in the project area and within the City of Los Angeles. In addition, the proposed project will not result in the alteration of the course or flow of flood waters, since the site is not located in a floodway. As a result, project implementation is not anticipated to expose people or property to water-related hazards such as flooding.
- c. The project site is completely paved and is used for parking. There are no surface waters on the site or its immediate vicinity. The site is served by an existing storm drain system. Project development would increase on-site activity and may slightly increase the amount of urban contaminants such as gasoline, oil, and rubber particles emitted by motor vehicles/buses accessing the project site. However, the City of Los Angeles is subject to the National Pollutant Discharge Elimination System (NPDES) permit program for municipal stormwater runoff. Implementation of the practices contained in this program will effectively minimize the amount of urban contaminants entering surface water runoff. Project operation would not include uses that would involve the discharge of cooled/heated water or pollutant-laden runoff into any surface waters.
- d. No standing bodies of water are located on or in the vicinity of the project site. As such, no significant changes in the amount of any surface water body is expected.

<sup>4</sup> Federal Emergency Management Agency, National Flood Insurance Program, *Flood Insurance Rate Map #0650430930 B*, July 6, 1998.



- e. As described above, the project site is located in an urbanized area and is completely paved. No standing water bodies are located on or in the immediate vicinity of the site. The proposed project will, therefore, neither change the amount of surface water nor change the currents, course or direction of water movements in any water body.
- f.-h. The proposed project will not cause any groundwater withdrawal or discharge to groundwater. Grading and earthwork activities are not anticipated to interfere with any known aquifers or groundwater levels. Water needed for construction and operation of the proposed project, like all other projects in the general area, will be supplied by the City of Los Angeles Department of Water and Power, which receives most of its water from the State Water Project. As a result, no impacts are anticipated under these categories.

Further Study Required:

None.

V. AIR QUALITY. <i>Would the proposal:</i>	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Expose sensitive receptors to pollutants?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Alter air movement, moisture, or temperature, or cause any change in climate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create objectionable odors?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documentation:

- a. Development of the proposed project would generate air emissions from a variety of stationary and mobile sources. Stationary source emissions would be generated by on-site construction activities and equipment, and consumption of natural gas and electricity once the proposed use is occupied. Mobile source emissions would be generated by motor vehicle travel associated with construction activities and occupancy of the proposed development.

Project development would require site preparation to establish drainage patterns, dig trenches for utilities, and to construct the foundation. During this time, emissions would be generated by on-site stationary sources, heavy-duty construction vehicles, construction worker vehicles, and energy use. In addition, fugitive dust would be generated by grading and construction activities.

Construction emissions for new developments are usually associated with grading and earth-work. During construction, it is difficult, if not impossible, at this stage, to precisely quantify the daily and quarterly emissions associated with the proposed construction activities on the one-acre lot. Until detailed grading and infrastructure plans are prepared for the project, the level of information needed to execute a highly detailed construction emissions model for the project is unavailable. More typical at this stage of development planning and CEQA review (i.e., Initial Study) is the South Coast Air Quality Management District's (SCAQMD's) Screening Table for determining whether a project has the potential to generate significant construction-related emissions.<sup>5</sup> For educational uses, such as the proposed project, the threshold identified in the SCAQMD Screening Table is a ground floor area of 660,000 square feet. In comparison, a total of 80,000 square feet is proposed for the one-acre site. As shown, the total square footage for the proposed project is substantially below the SCAQMD threshold of significance.

Construction impacts will be short-term in nature and would be limited only to the time period when construction activity is taking place. Therefore, construction emissions will not add to long-term air quality degradation. Further, the proposed project will implement standard SCAQMD-approved construction procedures, such as those provided in Tables 11-2 and 11-3 of the *CEQA Air Quality Handbook* (for exhaust emissions), and comply with applicable provisions of the most recently adopted SCAQMD Rule 403 and *Rule 403 Implementation Handbook* (for fugitive dust emissions). Based on the above, construction-related emissions would not be considered significant.

Operation emissions will be generated by both stationary and mobile sources as a result of normal day-to-day activity on the project site after occupation. Stationary emissions will be generated by the consumption of natural gas for space and water heating devices (including boilers), and from electric power generation sources. Mobile emissions would be generated by motor vehicles traveling to and from the project site. The SCAQMD's *CEQA Air Quality Handbook* Screening Table for operation indicates that educational uses that exceed 150,000 square feet are considered to have the potential to significantly affect air quality<sup>6</sup> and further study is required. Given that the proposed museum is only 80,000 square feet in size, operation-related emissions are not considered significant based on the screening level criteria developed by SCAQMD.

<sup>5</sup> South Coast Air Quality Management District, *CEQA Air Quality Handbook*, p. 6-12, SCAQMD, 1993.

<sup>6</sup> South Coast Air Quality Management District, *CEQA Air Quality Handbook*, p. 6-10, SCAQMD, 1993.

- b. Sensitive receptors are populations that are more susceptible to the effects of air pollution than are the population at large.<sup>7</sup> The SCAQMD identifies the following as sensitive receptors: long-term health care facilities, rehabilitation centers, convalescent centers, retirement homes, residences, schools, playgrounds, child care centers, and athletic facilities.<sup>8</sup> A multi-family apartment complex is located immediately north of the project site, while the Orthopedic Hospital is located to the east of the site across Flower Street. These uses may be considered sensitive receptors.

As described in "a" above, construction and operation of the proposed project is not anticipated to violate any air quality standards or contribute to an existing or projected air quality violation, based on the screening level criteria developed by SCAQMD. However, upon site development, the project would contribute to localized emissions generated by motor vehicle traffic. The localized air quality impacts of future site development can be determined by calculating carbon monoxide (CO) concentrations generated by traffic volumes and comparing them with State and Federal standards. Motor vehicles are the primary sources of pollutants within the project vicinity, due to the proximity of the 110 (Harbor) Freeway, 10 (Santa Monica) Freeway and local roadways such as Flower Street, Adams Boulevard and 23<sup>rd</sup> Street. Traffic-congested roadways and intersections have the potential to generate localized high levels of CO. Localized areas where ambient concentrations exceed State and/or Federal standards are termed CO "hotspots." Section 9.4 of the *CEQA Air Quality Handbook* identifies CO as a localized problem requiring additional analysis when a project is likely to impact a roadway's level of service, subject sensitive receptors to CO hotspots, or the project itself is a transportation infrastructure. The proposed project is not a transportation infrastructure project. However, there are sensitive receptors located in the immediate vicinity of the project site, and site development would result in the generation of additional traffic on local roadways. As a result, additional analysis was required to determine whether the sensitive receptors located in the immediate vicinity of the project site would be exposed to levels of pollutants exceeding State and Federal standards.

The SCAQMD recommends the use of CALINE4, a dispersion model for predicting CO concentrations, as the preferred method of estimating pollutant concentrations at intersections near sensitive receptors. For each intersection analyzed, CALINE4 adds roadway-specific CO emissions calculated from peak hour turning volumes to ambient CO air concentrations. For this analysis, CO concentrations were calculated based on a simplified CALINE4 screening model developed by the Bay Area Air Quality Management District. The simplified model is intended as a screening analysis, which identifies a potential CO hotspot. If a hotspot is identified, the complete CALINE4 model is utilized to determine precisely the CO concentrations predicted at the intersections in question. This methodology assumes worst-case conditions (i.e., wind direction is parallel to the primary roadway, 90° to the secondary road; wind speed of less than one meter per second; and extreme atmospheric stability) and provides a screening of maximum, worst-case, CO concentrations.

Maximum future CO concentrations were calculated [i.e., addition of existing and project-generated traffic volumes] for peak hour traffic volumes at the nearest intersection to both the project site and the sensitive receptors (i.e., Flower Street and 23<sup>rd</sup> Street). The scenario used for the air quality modeling is based on the peak hour turning volumes for weekday non-school months, and school and non-school months weekends, when the proposed project is open to the general public. The results of these calculations are presented in the table below for representative receptors located 50, 100, and 300 feet from the roadway intersection.

Predicted Future Carbon Monoxide Concentrations  
Flower Street and 23<sup>rd</sup> Street

Scenario	50 Feet		100 Feet		300 Feet	
	1-Hour <sup>1</sup>	8-Hour <sup>2</sup>	1-Hour <sup>1</sup>	8-Hour <sup>2</sup>	1-Hour <sup>1</sup>	8-Hour <sup>2</sup>
Weekday Non-school months	6.5	4.5	6.3	4.4	6.0	4.2
Weekends (school and non school months)	6.4	4.5	6.2	4.3	5.9	4.2

Source: Impact Sciences, Inc. Emissions calculations are provided in Appendix A.

<sup>1</sup> State standard is 20.0 parts per million. Federal standard is 35 parts per million.

<sup>2</sup> State and Federal standard is 9.0 parts per million.

As shown, the CALINE4 screening model predicts that, under worst case conditions, net increase in CO concentrations as a result of the Children's Museum project would not exceed the State and

<sup>7</sup> CEQA Air Quality Handbook, p. 5-1.

<sup>8</sup> Ibid., p. 5-7.

Federal 1- and 8-hour CO standards at the intersection. Consequently, project operation would not expose sensitive receptors to substantial pollutant concentrations (see Appendix A for computer model runs).

- c. Construction and operation of the museum facility is not expected to significantly alter air movement, moisture or temperature, nor create a change in climate on either a micro or macro scale. The project area is not located in a high wind hazard area. The project is located within the South Coast Air Basin, a 6,600-square-mile basin encompassing all of Orange County, most of Los Angeles and Riverside Counties, and the western portion of San Bernardino County. Based on the project's location within an urbanized area, and its location within the South Coast Air Basin, construction and operation would not significantly alter air movement.
  
- d. The proposed project consists of construction and operation of a museum facility for children, and may include small-scale food preparation services for children. No significant odors are anticipated from the type of use proposed. Significant odors are typically generated by large-scale food-related activities such as restaurants and heavy industrial/chemical sources. The operation of the museum will not involve the use of materials or practices that generate odors beyond the project boundary. Any unforeseen odors will be controlled in accordance with SCAQMD permit requirements for proper air filtration and SCAQMD Rule 402 which prohibits persons from discharging quantities of air contaminants which cause nuisance to any considerable number of persons.

Further Study Required:

None.

**VI. TRANSPORTATION/CIRCULATION.**

Would the proposal result in:

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Increased vehicle trips or traffic congestion?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Hazards to safety from design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Inadequate emergency access or access to nearby uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Insufficient parking capacity on-site or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Hazards or barriers for pedestrians or bicyclists?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Rail, waterborne, or air traffic impacts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

- a. Information and analysis contained in the following checklist discussion is based on a letter report prepared by Crain & Associates for the Children's Museum in April of 2000. The City of Los Angeles Department of Transportation has reviewed the report, and concurred with its conclusion of no significant impact. A summary of the information contained in the letter report is provided below. A complete copy of the report, along with the DOT's letter of concurrence, is contained in Appendix B to this Initial Study.

**Existing Conditions**

Direct vehicular access to the site is provided by Flower Street from north and south, and 23<sup>rd</sup> Street from east and west. Adams Boulevard, an east-west street, is also located to the south of the site. Along the eastern perimeter of the site, Flower Street has four lanes. Three of these are southbound, while one is northbound. North of 23<sup>rd</sup> Street, Flower Street is a one-way street heading south. The intersection of Flower Street and 23<sup>rd</sup> Street operates at a Level of Service (LOS) A during the week-day a.m. and p.m. peak hours as well as during weekends. The operating condition of this intersection remains unchanged during the summer months when school is not in session.

**Impacts**

Development and operation of the proposed project would result in two types of impact: temporary construction impacts and operational impacts. Each is discussed in depth below.

**Construction**

Construction activities associated with the proposed project are anticipated to take approximately 18 months. Based on Impact Sciences' experience with similar projects, and the anticipated duration of construction activity, it is unlikely for the project, due to its size, to generate more than 30 vehicle trips per day for delivery of construction equipment and employees going to and from work. During construction, the proposed project is not anticipated to result in significant increases in vehicle trips or traffic congestion. As part of the proposed project, truck delivery of construction equipment will be scheduled for off-peak hours.

Assuming that a total of 25 construction workers would be present on site during a typical construction day, and that each would travel in single occupant vehicles, a total of 25 vehicle trips would be generated in the morning and evening peak hours. In contrast, the Orthopedic Hospital traffic peaks occur during midday hours or outside the commute peak hours. As a result, the addition of 25 one-way trips in the morning and evening peak-hours is not expected to result in significant deterioration of the level of service on any affected roadway segment or intersection because the volume of trips generated during this time period is so low. In addition, the applicant will be required to submit a construction traffic routing plan, which contains measures to reduce construction-related impacts to all existing uses, such as road closures, etc., through the use of flagmen, construction signs and detours. This plan will be enforced during the construction period.

The site also offers good regional access via nearby freeway on- and off-ramps, thereby minimizing construction vehicle traffic on surface streets. Based on the above, and given the short-term nature of construction, traffic-related impacts due to project construction is considered less than significant.

### Operation

The Museum is anticipated to attract approximately 425,000 visitors annually. It is estimated that approximately 40 percent of museum patrons will be attending the Museum during the summer period and the remaining 60 percent during the school year (September through June).

Due to the operating hours of the Museum, the majority of project-related trips will be generated during off-peak commuting times, including weekends. During the school year, which runs from September through June, the new Museum will be open on weekdays to student tour groups only. Students are expected to be bused to the Museum during the scheduled tour sessions. Generally, two scheduled sessions will be available for student tour groups. These are 9:15 a.m. to 11:00 a.m., and 11:15 a.m. to 1:00 p.m. The Museum will be open to the general public only on weekends during the school year. At this time, the Museum will be open from 9:00 a.m. to 5:00 p.m.

Trip generation for Museum operation is based on the assumption that student tour attendance remains at 300 students per session, with students arriving via buses carrying 50 students each. An additional 40 employees are assumed to drive individually to the site on a daily basis. During the summer months when school is not in session, vehicle trips will be generated by the general public. During this period, it is assumed that the average vehicle occupancy would be approximately 3 persons per vehicle. Based on these assumptions, the project would generate a total of 104 daily trips during the weekdays when school is in session, and 1,260 trips during the weekend period. During summer periods when school is not in session, the project would generate approximately 1,280 daily trips during the weekday and 1,440 daily trips on the weekend.

To assess project impacts, traffic conditions for the future year 2003 (assumed project completion date) were calculated by adding a one-percent annual growth factor to existing traffic volumes. Project generated traffic was then distributed and assigned to the area roadway network based on local site access, regional access, and parking availability. To determine project impacts, project generated trips were added to the future "without project" volumes for the school weekday and weekend a.m. and p.m. peak hour periods, as well as the summer weekday and weekend peak hours. The results of this analysis indicated that the level of service for the study intersection would remain unchanged from that identified under the "future without project," and no significant impact to traffic and circulation would occur as a result of project implementation.

- b. The project area is served by an existing network of regional and local roadways. The proposed project will be designed to utilize the existing roadways in the vicinity. Any changes to the existing roadway design and configuration would rather encourage pedestrian friendliness. As a result, there will be no impacts under this category.
- c. Project implementation is not anticipated to result in changes to the site's accessibility or accessibility to surrounding uses. The proposed project will be designed to utilize the existing roadways in the vicinity. Prior to construction activity on the site, a traffic routing plan will be prepared and submitted to the City of Los Angeles Department of Transportation for review and approval. With implementation of the measures contained in this plan, the proposed project is not anticipated to result in significant impacts to emergency access and accessibility to nearby uses.
- d. The site is currently used as parking for the nearby Orthopedic Hospital. Project implementation would, therefore, result in the removal of existing parking currently serving the Orthopedic Hospital while constructing a new use placing further demands on the availability of City parking. For institutional uses similar to that of the Children's Museum (e.g., philanthropic institution), the City of Los Angeles requires one parking space per every 500 square feet of project area.<sup>9</sup> Based on City parking requirements, the Children's Museum would require approximately 160 parking spaces (80,000 sf/500 sf = 160 stalls). However, due to the unique operating characteristics of the Children's Museum, peak periods of parking demand are likely to exceed the code requirements. During the summer weekend months, parking demand is projected to reach approximately 280 parking spaces. Due to site constraints, parking will not be available on the project site, and so off-site parking for visitors, employees and buses will be required. It is noted that City code does not allow off-site parking to be located more than 750 feet away from a project site. Therefore, to meet City parking requirements and project demand, the proposed project would have to share parking with an adjacent facility such as the Orthopedic Hospital, or acquire off-site parking within 750 feet from the project site.

The closest available parking to the project site exists within the visitors and patient parking Lots B and E on the Orthopedic Hospital campus. Both of these lots are located on the east side of Hope

<sup>9</sup> City of Los Angeles Planning and Zoning Code, Section 12.21 A4(C)(7).

Street between 23<sup>rd</sup> Street and Adams Boulevard, one block east of the proposed Museum site. These lots together contain about 225 parking spaces, which are typically about 60 percent utilized. This results in about 90 available spaces during the day which can be utilized by the Museum. Representatives from the Orthopedic Hospital have been in discussions with the Museum's representatives to provide parking for the project. The hospital's representatives have indicated the willingness and ability to provide additional parking (beyond that noted for Lots B and E) by consolidating some of its less-efficiently used employee parking. Based on existing conditions and observations of area parking use, it is expected that the parking demands of the Museum can be adequately accommodated by available parking within the Orthopedic Hospital campus, and no significant "overflow" or on-street parking impacts will occur as a result of the proposed project. However, further study will be required to clearly demonstrate the availability of additional parking within the Orthopedic Hospital campus to accommodate the proposed project's parking demand.

- e. The project site is completely paved and is currently used for parking. There are no pedestrian walkways, trails or bicycle paths on-site that would be affected by project implementation. Project implementation will be confined to the footprint of the one-acre lot, and so would not affect the pedestrian walkway along Flower Street. In fact, the building footprint of the project would be 26,000 square feet; the remainder will be used for landscaped open space and/or bus drop-off/pick-up area, and outdoor ancillary facilities. In order to allow for off-site parking across Flower Street, the project design would include a pedestrian on-demand signalized cross-walk from the Orthopedic Hospital to the project site, and would incorporate other pedestrian and bicycle access features to the facility.
- f. The proposed project is consistent with applicable policies of the Southeast Los Angeles Community Plan. Currently, there are transit stops in front of the Orthopedic Hospital and the immediate project area. Project implementation will not conflict with the operation of these bus stops. Rather, the bus stops can be utilized by members of the public who may choose to visit the Museum by means of public transportation. As indicated, most of the children that would be visiting the Museum will be bused to the facility. As a result, project design includes a bus drop-off area, as well as on- and off-site parking for buses, employees and other patrons. The project is, therefore, not anticipated to result in any conflicts with adopted policies supporting alternative transportation.
- g. The proposed project is not located in close proximity to an airport, port, or train station, and also does not involve rail, waterborne or air traffic. As a result, no impacts are expected under this category.

Mitigation Measures

1. A "parking plan" shall be prepared by the Orthopedic Hospital (with assistance from the Museum), to demonstrate its employee parking will be consolidated to provide additional parking for the proposed project. The plan shall be subject to the review and approval of the City of Los Angeles Department of Transportation.
2. Project design shall include a pedestrian on-demand signalized cross-walk from the Orthopedic Hospital to the project site in order to allow for off-site parking across Flower Street.

Further Study Required:

With implementation of the above mitigation measures, no further study is required.

**VII. BIOLOGICAL RESOURCES.**

*Would the proposal result in impacts to:*

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Endangered, threatened, or rare species or their habitats (including but not limited to plants, fish, insects, animals, and birds)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Locally designated species (e.g., heritage trees)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Locally-designated natural communities (e.g., oak forest, coastal habitat, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wetland habitat (e.g., marsh, riparian, and vernal pool)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Wildlife dispersal or migration corridors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

a.-e. The project site is completely paved, and is located in an urbanized area. No threatened/endangered or rare species or their habitats, locally designated species, locally-designated natural communities, wetland habitats, or wildlife corridors are known to exist on the site. The site is virtually devoid of vegetation. Therefore, no impacts are anticipated under these categories.

Further Study Required:

None.



**VIII. ENERGY AND MINERAL RESOURCES.**

*Would the proposal:*

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Conflict with adopted energy conservation plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Use non-renewable resources in a wasteful and inefficient manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in the loss of availability of a known mineral resource that would be of future value to the region and residents of the State?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

- a., b. Project implementation would involve the use of non-renewable natural resources such as petroleum resources, for gasoline/diesel fuel, and electricity, during and after construction. At the present time, and in the foreseeable future, petroleum resources are readily available commercially and the project is not anticipated to result in a significant impact on these resources. Further, the Uniform Building Code (UBC) requires all new buildings to meet energy efficiency standards. The proposed project would comply with all applicable City codes and regulations regarding energy conservation, including the requirements of the UBC. Consequently, impacts under this category are considered less than significant.
- c. The Southeast Los Angeles Community Plan does not indicate the existence of any mineral resources on the project site. Project implementation is, therefore, not anticipated to result in the loss of availability of a known mineral resource that would be of future value to the region and California residents.

Further Study Required:

None.

IX. HAZARDS. <i>Would the proposal involve:</i>	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. A risk of accidental explosion or release of hazardous substances (including, but not limited to: oil, pesticides, chemicals, or radiation)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Possible interference with an emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The creation of any health hazard or potential health hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Exposure of people to existing sources of potential health hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased fire hazard in areas with flammable brush, grass, or trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documentation:

- a., c., d. The proposed project consists of a museum designed to educate and entertain children. The project does not have the potential to create health hazards, because it does not include uses that would require the use and storage of hazardous material, waste or similar material. No manufacturing or industrial processes which utilize or produce dangerous substances are associated with the project. Surrounding land uses consist primarily of institutional uses such as the Orthopedic hospital, residential uses, and a few commercial and office uses along Flower Street. None of these uses are considered to represent a source of potential health hazard.
- b. Currently, the site is accessible from Flower Street, 23<sup>rd</sup> Street, and Adams Boulevard. The project design would be required to comply with all applicable City codes and regulations pertaining to emergency response and evacuation plans, emergency access, as well as fire protection and security. As a result, impacts under this category are considered less than significant.
- e. The project site is completely paved and is located near existing roadways, institutional, residential and commercial uses. There is no flammable brush, grass or dense trees on the project site, since the site is virtually devoid of vegetation. The site is neither located in a Mountain Fire District nor a fire buffer area. Therefore, no impact is expected under this category.

Further Study Required:

None.

X. NOISE. <i>Would the proposal result in:</i>	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Increases in existing noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exposure of people to severe noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Documentation:

- a. The project site is located in an area developed with several urban uses, including roadways, residential, institutional and commercial uses. Noise in the immediate vicinity of the project site is primarily generated by vehicle traffic on the 110 (Harbor) Freeway, and roadway noise from Flower Street, Adams Boulevard and 23<sup>rd</sup> Street. Secondary sources of noise include noise from activities associated with surrounding uses and occasional fly-over by aircraft.

Development of the proposed project would increase noise levels on the project site and along local roadways due to increased human presence and the generation of additional vehicle trips. Noise sources associated with the development of the site would occur in two phases. Short-term noise impacts would be generated during construction activities, while long-term operation would increase noise levels due to increased vehicle traffic and on-site activity.

Construction of the proposed project would be required to comply with the City of Los Angeles Noise Ordinance, and all applicable City codes and regulations for noise control (e.g., Ordinance No. 144,331). Further, the applicant will be required to implement a construction traffic plan (including the identification of truck haul routes) approved by the City. The Museum will be enclosed and no amplified noise sources will be located outdoors. External noise sources associated with project operation will involve busing of children to and from the Museum, on-site conversation of children during arrival and departure, and noise generated by the recreational activities of children. It is expected that operation of the proposed project will generate noise similar to that generated by the existing uses in the site vicinity. Project-generated traffic would result in a significant noise impact (i.e., an increase of 3 dB(A) or above, which is audible to the human ear) if the project would double traffic along local roadways that define ambient noise levels in the area. However, the proposed project would not double traffic along any of the roadways/freeways that are in the project area. Therefore, project noise impacts would not be considered significant.

- b. The Noise Element of the City of Los Angeles General Plan<sup>10</sup> identifies noise-sensitive uses. These uses, among many others, include multi-family dwellings and hospitals. The closest sensitive receptors to the project site are the multi-family residential units located to the immediate north of the project site at the southwestern corner of Flower and 23<sup>rd</sup> Streets, and the Orthopedic Hospital, located directly opposite the project site along Flower Street. Both of these uses are within 50 feet of the project site, and have an uninterrupted line of sight to the project site.

Construction

During construction activity, these sensitive receptors would be exposed to severe noise levels if not mitigated. Construction noise would be temporary, and would be in compliance with the City of Los Angeles Noise Ordinance (i.e., Section 41.40(a)) that typically limits construction time to normal working hours when many residents are away from their homes. Further, project construction would include standard noise-mitigation measures such as the use of noise barriers and protection devices for construction employees. However, due to their proximity, the noise-sensitive receptors could be temporarily exposed to exterior noise levels (ranging from 76 dB(A) to 94 dB(A)), which would exceed the City's Noise Ordinance No. 144 331 (Noise Regulation). Therefore, construction noise is considered a temporary, significant impact. To reduce this impact to a less than significant level the City would require additional mitigation beyond the standard construction mitigation measures.

Operation

Project operation is anticipated to generate noise levels similar to the existing noise levels in the project area. Therefore, the project would not expose people to severe noise levels.

<sup>10</sup> City of Los Angeles General Plan, Noise Element, p. 3-1. Adopted February 1999.

Mitigation Measures

3. All construction equipment, fixed or mobile, shall be in proper operating condition and fitted with factory standard silencing features including the muffling and shielding of intakes and exhausts.
4. As per Section 41.40 of the City of Los Angeles Noise Ordinance, construction operations shall be limited to the hours of 7 a.m. to 9 p.m. Monday through Friday and 8 a.m. to 6 p.m. on Saturdays and holidays. No construction operations shall be permitted on Sundays.
5. Use of gasoline power generators shall be prohibited during nighttime construction activity. In place of these generators, the contractor shall use a temporary power pole or connect to an existing electrical outlet to power the equipment and lighting needed for nighttime operations.
6. As per Section 112.05 of the City of Los Angeles Noise Ordinance, all technically feasible measures shall be implemented to reduce noise levels of construction equipment operating within 500 feet of residential areas in cases where noise levels exceed 75 dB(A) at 50 feet from the noise source. Technically feasible measures include, but are not limited to, changing the location of stationary construction equipment, shutting off idling equipment, notifying adjacent land uses in advance of construction work, ensuring that construction equipment is fitted with modern sound reduction equipment, and installing temporary acoustic barriers around stationary construction noise sources.
7. The project applicant shall provide staging areas on-site to minimize off-site transportation of heavy equipment. These areas shall be located as to maximize the distance between staging areas and residential areas.
8. Minimize off-site heavy truck activities near sensitive receptors and within local residential areas.

Further Study Required:

With implementation of the above mitigation measures, no further study is required for this issue area.

**XI. PUBLIC SERVICES.** *Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:*

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Maintenance of public facilities, including roads?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other governmental services?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documentation:

- a. Fire protection service within the City of Los Angeles is provided by the Los Angeles Fire Department (LAFD). The LAFD Station serving the project area is LAFD Station #15, located at 915 W. Jefferson Boulevard (Division 2, Battalion 3).

Development of the project would increase the demand for fire protection services. However, the project will not contain uniquely hazardous uses that represent a high fire risk. Further, the project will comply with all applicable State and local codes and ordinances, and the guidelines found in the Fire Protection and Fire Prevention Plan, as well as the Safety Plan, both of which are elements of the General Plan of the City of Los Angeles (C.P.C. 19708). As part of the project's environmental review process, the LAFD would review the development proposal and set the required fire flow and make recommendations for fire protection. Improvements to the water system (e.g., hydrants) may be required to provide the required fire flow for the project. The project applicant shall bear the cost of any such improvements. As a result, impacts under this category are anticipated to be less than significant.

- b. Police protection service in the City of Los Angeles is provided by the Los Angeles Police Department (LAPD). The project site is located within the LAPD's Central Bureau and is served by the Newton Street Area Division Station located at 1354 Newton Street.

Development of the proposed project would create an increase in the demand for police protection. However, the project does not contain uses that are considered to generate unusual or unique calls for service, and the project is located within an existing response area. Further, the proposed project will be required to comply with all applicable codes and regulations pertaining to police protection and site security. Given the location of the proposed project within an existing service area presently served by the department, and the implementation of applicable City codes and regulations, impacts under this category would be considered less than significant.

- c. The proposed project would not result in direct impacts to the local resident population of the project area. As a result, project implementation would have no impact on schools.

- d., e. The proposed project would contribute to the general usage, over time, of various public facilities, including roadways, storm drain systems, water and wastewater infrastructure, and other governmental services. However, project would comply with the service standards for public facility maintenance within the City. In addition, the project applicant and/or sponsor would pay to the City various facilities and service fees required for water, drainage, wastewater, landscaping and other governmental services. Payment of these required fees is expected to adequately cover the cost to maintain such facilities and any impacts to these facilities as a result of project implementation. Based on the above, impacts under these categories are considered less than significant.

Further Study Required:

None.

**XII. UTILITIES AND SERVICE SYSTEMS.** *Would the proposal result in a need for new systems, or substantial alterations to the following utilities:*

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Power or natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Communications systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Local or regional water treatment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Sewer or septic tanks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Stormwater drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Solid waste disposal?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Local or regional water supplies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documentation:

a. Natural gas service to the project area is provided by the Southern California Gas Company (SCGC). The availability of natural gas is based upon present conditions of gas supply and regulatory policies. As a public utility company, SCGC is under the jurisdiction of the California Public Utilities Commission, but can also be affected by actions of Federal regulatory agencies. The conditions and availability of gas supply and services are, therefore, dependent on the regulatory actions of these agencies. The demand for natural gas is dependent upon the physical growth rate and temperature changes within a geographic area. According to SCGC, the system is flexible and can be modified to meet future growth and demand in the project area.<sup>11</sup>

Electricity is provided to the site by the City of Los Angeles Department of Water and Power. According to growth projections in the Los Angeles General Plan Framework, the future supply of power will be sufficient to meet the growth-induced demands of the City of Los Angeles, including the Southeast Los Angeles Community Plan area, to the year 2010.

Project implementation would require new gas and power lines to the site. The project would connect to the existing power and gas lines in the vicinity. However, gas and power services to adjacent uses would not be disrupted. Thus, no impacts are anticipated under this item area.

b. The project area is urbanized and a network of communication systems already exists. Telephone and cable services are supplied by local companies sanctioned by the State of California and the City of Los Angeles. Additional communication lines to the proposed project would not disrupt communication services to existing uses in the project area. At the present time and in the foreseeable future, communication services are readily available commercially and the project is not anticipated to result in a significant impact to communication systems in the area.

c, g. Water supply, treatment and distribution services in the project area are provided by the City of Los Angeles Department of Water and Power. The project site is located an urbanized area which is furnished with an adequate water supply and distribution system. Generally, the City of Los Angeles Department of Water and Power can supply water to the site, except during prolonged drought or other extraordinary circumstances. According to growth projections in the Los Angeles General Plan Framework, the future supply of water will be sufficient to meet the growth-induced demands of the City of Los Angeles, including the Southeast Los Angeles Community Plan area, to the year 2010. In addition, as part of project implementation, consideration would be given to the use of reclaimed water for landscaping and irrigation purposes. Thus, no significant impact to potable water supply and distribution services is expected with project implementation.

d. The project area is furnished with an adequate sewer collection and conveyance system. The project will connect to this existing system, which involves coordination with the City Department of Public Works regarding design, operation, and maintenance. The project is also required to make any necessary upgrades to the wastewater collection and treatment system by providing relief for existing lines nearing capacity that would be affected by project development. The project applicant will also pay sewage connection fees based on the number of plumbing fixtures associated with the project. Based on the above, no significant impact will occur as a result of project development.

e. The project site is located in a developed area which contains an improved storm drain system. As part of the approval process, storm water drainage plans must be submitted to the City Engineer for

<sup>11</sup> Robert Olivas, Pacific Region Engineer, January 15, 1998, correspondence.

review and approval prior to the development of any drainage improvements. These plans must meet all design requirements for detention and release of stormwater so that no impact to drainage facilities would occur. Further, the project would employ required Best Management Practices (BMPs) for small construction sites during the construction period. As a result, impacts under this category are considered less than significant.

- f. The proposed project site is located in an urbanized area. The site is currently paved and is used for parking. Project solid waste generation is anticipated to be higher than that currently generated on the project site. The project would be required to comply with all applicable City codes and regulations pertaining to solid waste management, including recycling and composting. At present, there is a comprehensive recycling program at the existing museum. The project is anticipated to participate in all waste management and recycling programs currently in operation at the existing Children's Museum. In addition, the project would be required to comply with all applicable City codes and regulations pertaining to solid waste management.

#### Museum Recycling Programs

According to the Director of the Los Angeles Children's Museum, a comprehensive recycling program is already in place at the existing Children's Museum. There are separate recycling bins available at the Museum for the collection of recyclables such as glass, paper, plastics and aluminum cans. Museum employees routinely undertake several workshops throughout the City and work with children and interested adults to make things from recycled materials. All art and craft materials exhibited are made from recycled materials. The Museum partners with several groups to promote good environmental practices in various programs and events. Workshops completed within the past year (1999) have included:

- Valentine Day Cards made from recycled materials. This workshop was held at Santa Monica Mall on February 6, and was attended by approximately 700 people.
- Recycle recipes presentation/Recycle supplies made available to Teachers. The workshops were held on February 27 and 28 as part of the Southern California Kindergarten Conference. Attendance was approximately 800.
- Earth Day Grocery Bag Project, held as part of the Earth Faire Program at the Santa Monica Pier, on April 18. This workshop was attended by approximately 25,000 people.
- Festival of Books/Book Binding (made of recycled materials). This workshop was held at UCLA on April 24 and 25, and was attended by approximately 10,000 people.
- Mother's Day Picture Frames of Recycled Materials. The workshop was held at Santa Monica Mall on May 8, and was attended by approximately 600 people.
- International Performing Arts Festival for Youth. The workshop was held on May 21 and 22, and was attended by approximately 15,000 people. Several Masks were made of recycled materials.

The Museum also maintains a techno-trash stock from its various recycling programs that supply recycled art materials to many organizations, including LAUSD, California Afro-American Museum, Pacific Asian Museum, AME Church, Hillel and Yahweh Hebrew Academies, Municipal Art Gallery, and many more.

One of the Museum's primary exhibits is Club Eco. In this exhibit, guests make paper pulp used for body ornaments from the Museum's junk mail. Guests also create art products from recycled materials collected from garment companies and other light manufacturers. Guests can see products such as shirts, tennis shoes, notebooks and carpets made from recycled materials, and they can go to the resource area where there are a number of books, tapes and pamphlets about the environment for their use.

The Museum specifically employs a full-time Recycling Coordinator for recycling programs. The Recycling Coordinator collects recycled materials, develops and facilitates the making of the Museum's Recycle Kits, maintains the museum's recycle program, oversees all outreach activities and trains Floor Staff who work daily on Club Eco. The project applicant intends to continue all waste management/recycling programs currently in place at the existing museum, and expand on the idea of Club Eco. Based on the above, the proposed project is not expected to result in significant solid waste impacts.

#### Further Study Required:

None.

**XIII. AESTHETICS. *Would the proposal:***

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Affect a scenic vista or scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have a demonstrable negative aesthetic effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Create light or glare?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documentation:

- a.,b. The project site is located in an urbanized area. The site is paved and is currently used as a parking lot. Dominant visual features in the project area include the Orthopedic Hospital and the 110 (Harbor) Freeway.

Roadways which provide scenic views within and around the City of Los Angeles are designated by the City of Los Angeles General Plan as Scenic Freeway, Scenic Divided Major Highway, Scenic Major Highway, and Scenic Secondary Highway. The primary roadways in the immediate vicinity of the project site are Flower Street, Adams Boulevard and the 110 (Harbor) Freeway. The Southeast Los Angeles Community Plan does not designate any of these roadways as scenic.

Project implementation is not anticipated to negatively affect a scenic vista/highway or have a demonstrably negative aesthetic effect. A key component of the development proposal is the enhancement of the visual quality of the site through a broad-based collaborative design process involving a highly qualified design team. A design competition would be used as a method of developing detailed plans for exterior and interior uses. The Architectural Selection Committee would be chaired by Ira Yellin, and the Jury would be composed of Mr. Steven Roundtree of the Getty Museum, Mr. Richard Kashalek of the Museum of Contemporary Art, Mr. Steven Levine of the California Institute of the Arts and the Deans of the Schools of Architecture from the University of Southern California (USC) and the University of California Los Angeles (UCLA). The result of this interactive effort is a design solution which would address issues regarding visual and environmental quality at the project site and its immediate vicinity. Based on the above, impacts under these categories are considered less than significant.

- c. The project site is located in an area developed with several urban uses, including institutional, residential and commercial development. External and internal night and day illumination is already in place within the project area, and along the local roadways surrounding the site. The proposed project's lighting system would be designed to blend with the system already in place within area, and would comply with all applicable City codes and regulations pertaining to illumination. The project's lighting system would neither affect the residences located to the north of the site nor the Orthopedic Hospital. As a result, impacts under this category are considered less than significant.

Further Study Required:

None.



**XIV. CULTURAL RESOURCES.** *Would the proposal:*

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Disturb paleontological resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Disturb archaeological resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Affect historical resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Have the potential to cause a physical change which would affect unique ethnic cultural values?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Restrict existing religious or sacred uses within the potential impact area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

- a.,b. The project site is located in a fully developed area. The site is completely paved and is used for parking. The site's potential for disturbance of a paleontological or archaeological resource is unlikely since the project site has been previously disturbed with development. Further, review of archaeological and paleontological maps available at the City of Los Angeles Department of Public Works did not indicate the existence of archaeological and paleontological resources in the area. However, in the event that any paleontological or archaeological resources are uncovered during site grading or other activities involving disturbance of the soil, City and State regulation requires that all work cease and a certified archaeologist and/or paleontologist investigate the finds and make appropriate recommendations. Implementation of all recommendations will ensure that no significant impact to such resources would occur as a result of the proposed project.
- c. The project site is completely paved and is used for parking. No structures exist on the site, and so project implementation would not impact any historic resources.
- d. The proposed project would result in the construction of a children's museum at an area developed with several urban uses such as residential, institutional, and commercial uses. The proposed project is anticipated to result in a beneficial impact to the cultural values of the project area by creating an educational and entertainment facility for children. Consequently, no adverse impacts are expected under this category.
- e. No religious or sacred uses occur on the project site and its immediate environs. No impacts are, therefore, anticipated under this category.

Further Study Required:

None.

**XV. RECREATION.** *Would the proposal:*

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Increase the demand for neighborhood or regional parks or other facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Affect existing recreational opportunities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Documentation:

- a. The proposed project is not a residential project, and so is not anticipated to increase the demand for parklands and related facilities. In fact, the proposed project is a museum that would provide an opportunity for people, especially children, to be exposed to the cultural arts. No adverse impacts are, therefore, expected under this category.
- b. The project site is currently used for parking. There are no recreational facilities or structures on the site that could be affected as a result of the proposed project.

Further Study Required:

None.

**XVI. MANDATORY FINDINGS OF SIGNIFICANCE.**

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact
a. Does the project have the potential to significantly degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project have potential to achieve short-term, to the disadvantage of long-term environmental goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Does the project have impacts which are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Does the project have environmental effects which will cause significant adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documentation:

a.-d. The project site is completely paved and is located in an urbanized area surrounded with roadways, institutional, commercial and residential uses. No biological resources exist on the site or its immediate vicinity. Therefore, the project does not have the potential to negatively impact any fauna or flora or eliminate any biological resource considered threatened or endangered. Further, the proposed project is consistent with the recreational goals and policies of the Southeast Los Angeles Community Plan, and so does not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals. In addition, due to the project's consistency with the City's General Plan, and project-incorporated mitigation measures, as well as the project's de minimis impacts, the project's incremental effects are not expected to be cumulatively considerable. Therefore, the Museum is not anticipated to result in adverse impacts that are considered cumulatively significant.

As discussed in the respective issue areas, the proposed project would result in minor impacts in the issue areas of Land Use and Planning, Population and Housing, Geophysical, Water, Biological Resources, Energy and Mineral Resources, Public Services/Utilities, Aesthetics, and Cultural Resources. However, these impacts are not considered significant, due to project-incorporated mitigation measures and/or the project's compliance with required City codes/ordinances or other required regulation/conditions. Construction-related impacts associated with the proposed project would be short-term and temporary, and so are not considered significant. It should be noted that the proposed project would result in an impact considered "potentially significant unless mitigated" with regard to parking and construction noise. Mitigation measures that would reduce all potentially significant impacts to less than significant levels have been included in the analysis. Therefore, the proposed Los Angeles Children's Museum does not have environmental effects which could directly or indirectly cause significant adverse effects on human beings.

Further Study Required:

In accordance with Article 6, Section 15070 et seq. of the California Environmental Quality Act, a Mitigated Negative Declaration shall be prepared for the proposed Los Angeles Children's Museum.

## REFERENCES

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City of Los Angeles Planning and Zoning Code, Section 12.21 A4(C)(7).

City of Los Angeles General Plan, *Noise Element*, p. 3-1. Adopted February 1999.

Crain & Associates, Traffic Report for the Los Angeles Children's Museum, April 11, 2000.

Federal Emergency Management Agency, National Flood Insurance Program, *Flood Insurance Rate Map #0650430930 B*, July 6, 1998.

Glasgow, Herb, City of Los Angeles Planning Department, Unit Head, South Central and Southeast Los Angeles Community Plans, telephone conversation, March 23, 2000.

*Highway Noise Fundamentals*, (Springfield, Virginia: U.S. Department of Transportation, Federal Highway Administration, September 1980), p. 81.

Olivas, Robert, Pacific Region Engineer, January 15, 1998, correspondence with Impact Sciences.

South Coast Air Quality Management District, *CEQA Air Quality Handbook*, 1993.

They Ta, City of Los Angeles Children's Museum, telephone interview, June 5, 1998.

**APPENDIX A**  
**Air Quality Calculations**

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## BAY AREA AQMD SIMPLIFIED CALINE4 ANALYSIS

Project Title: LA Children's Museum (Orthopedic Hospital site)  
 Intersection: Flower and 23rd Streets  
 Analysis Condition: Existing + Project Traffic Volumes (Non school months)  
 Nearest Air Monitoring Station measuring CO: Central LA  
 Background 1-hour CO Concentration (ppm): 5.7  
 Background 8-hour CO Concentration (ppm): 4.0  
 Persistence Factor: 0.7  
 Analysis Year: 2000

	Roadway Type	No. of Lanes	Average Cruise Speed	
			A.M.	P.M.
North-South Roadway: Flower Street	At Grade	4	30	30
East-West Roadway: 23rd Street	At Grade	2	25	25

### EMFAC7G COMPOSITE EMISSION FACTORS FOR CO

Year	Average Speed (miles per hour)										
	10	15	20	25	30	35	40	45	50	55	
1998	24.84	16.74	12.71	10.30	8.67	7.50	6.65	6.07	5.78	5.88	
1999	22.93	15.46	11.73	9.50	8.00	6.93	6.14	5.61	5.35	5.46	
2000	21.02	14.17	10.75	8.70	7.33	6.35	5.63	5.15	4.92	5.03	
2001	19.63	13.24	10.04	8.13	6.85	5.93	5.27	4.82	4.62	4.73	
2002	18.24	12.31	9.33	7.55	6.36	5.52	4.90	4.50	4.32	4.43	
2003	16.86	11.37	8.63	6.98	5.88	5.10	4.54	4.17	4.01	4.14	
2004	15.47	10.44	7.92	6.40	5.39	4.69	4.17	3.85	3.71	3.84	
2005	14.08	9.51	7.21	5.83	4.91	4.27	3.81	3.52	3.41	3.54	
2010	10.78	7.30	5.52	4.46	3.77	3.28	2.95	2.75	2.69	2.83	

### PEAK HOUR TURNING VOLUMES

A.M. Peak				P.M. Peak			
N	24	240	88	N	17	1,333	73
W	<	v	>	W	<	v	>
0 ^			0	0 ^			0
252 >			107	188 >			260
74 v			22	91 v			128
S	0	13	81	S	45	0	32

### Representative Traffic Volumes (Vehicles per Hour)

N-S Road	430	N-S Road	1,629
E-W Road	550	E-W Road	681

### ROADWAY CO CONTRIBUTIONS

Roadway	Reference CO Concentrations			*	Traffic Volume	*	Emission Factor	÷	
	50 Feet	100 Feet	300 Feet						
A.M. Peak Hour									
N-S Road	2.2	1.7	1.1	*	430	*	7.33	÷	100,000
E-W Road	5.7	4.0	1.7	*	550	*	8.70	÷	100,000
P.M. Peak Hour									
N-S Road	5.4	3.8	1.6	*	1,629	*	7.33	÷	100,000
E-W Road	2.2	1.7	1.0	*	681	*	8.70	÷	100,000

### TOTAL CO CONCENTRATIONS (ppm)

	A.M. Peak Hour	P.M. Peak Hour	8-Hour
50 Feet from Roadway Edge	6.0	6.5	4.5
100 Feet from Roadway Edge	5.9	6.3	4.4
300 Feet from Roadway Edge	5.8	6.0	4.2

## BAY AREA AQMD SIMPLIFIED CALINE4 ANALYSIS

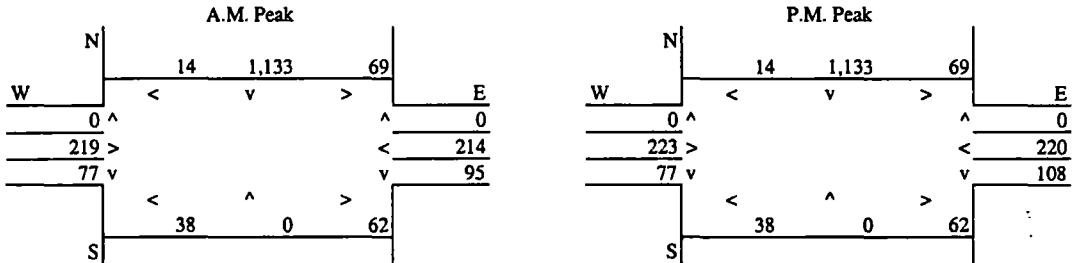
Project Title: LA Children's Museum (Orthopedic Hospital Site)  
 Intersection: Flower and 23rd Streets  
 Analysis Condition: Existing + Project Traffic Volumes (Weekends)  
 Nearest Air Monitoring Station measuring CO: Central LA  
 Background 1-hour CO Concentration (ppm): 5.7  
 Background 8-hour CO Concentration (ppm): 4.0  
 Persistence Factor: 0.7  
 Analysis Year: 2000

Roadway Type	No. of Lanes	Average Cruise Speed		
		A.M.	P.M.	
North-South Roadway: Flower Street	At Grade	4	30	30
East-West Roadway: 23rd Street	At Grade	2	25	25

### EMFAC7G COMPOSITE EMISSION FACTORS FOR CO

Year	Average Speed (miles per hour)									
	10	15	20	25	30	35	40	45	50	55
1998	24.84	16.74	12.71	10.30	8.67	7.50	6.65	6.07	5.78	5.88
1999	22.93	15.46	11.73	9.50	8.00	6.93	6.14	5.61	5.35	5.46
2000	21.02	14.17	10.75	8.70	7.33	6.35	5.63	5.15	4.92	5.03
2001	19.63	13.24	10.04	8.13	6.85	5.93	5.27	4.82	4.62	4.73
2002	18.24	12.31	9.33	7.55	6.36	5.52	4.90	4.50	4.32	4.43
2003	16.86	11.37	8.63	6.98	5.88	5.10	4.54	4.17	4.01	4.14
2004	15.47	10.44	7.92	6.40	5.39	4.69	4.17	3.85	3.71	3.84
2005	14.08	9.51	7.21	5.83	4.91	4.27	3.81	3.52	3.41	3.54
2010	10.78	7.30	5.52	4.46	3.77	3.28	2.95	2.75	2.69	2.83

### PEAK HOUR TURNING VOLUMES



### Representative Traffic Volumes (Vehicles per Hour)

N-S Road	1,405	N-S Road	1,418
E-W Road	659	E-W Road	682

### ROADWAY CO CONTRIBUTIONS

Roadway	Reference CO Concentrations			*	Traffic Volume	*	Emission Factor	÷	100,000
	50 Feet	100 Feet	300 Feet						
A.M. Peak Hour									
N-S Road	5.4	3.8	1.6	*	1,405	*	7.33	÷	100,000
E-W Road	2.2	1.7	1.0	*	659	*	8.70	÷	100,000
P.M. Peak Hour									
N-S Road	5.4	3.8	1.6	*	1,418	*	7.33	÷	100,000
E-W Road	2.2	1.7	1.0	*	682	*	8.70	÷	100,000

### TOTAL CO CONCENTRATIONS (ppm)

	A.M.	P.M.	8-Hour
	Peak Hour	Peak Hour	
50 Feet from Roadway Edge	6.4	6.4	4.5
100 Feet from Roadway Edge	6.2	6.2	4.3
300 Feet from Roadway Edge	5.9	5.9	4.2

**APPENDIX B**

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**Traffic Study and Letter of Concurrence**



**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCEFlower St.  
S/O 23rd St.

Date: April 12, 2000

To: Neil Drucker, Acting Director  
Prop K Program  
Bureau of EngineeringFrom:   
Robert T. Takasaki, Senior Transportation Engineer  
Department of TransportationSubject: **TRAFFIC STUDY FOR THE PROPOSED LOS ANGELES CHILDREN'S  
MUSEUM PROJECT ON THE WEST SIDE OF FLOWER STREET SOUTH  
OF 23RD STREET (ORTHOPEDIC HOSPITAL SITE)**

The Department of Transportation (DOT) has reviewed the traffic study dated April 7, 2000, prepared by Crain & Associates for the Los Angeles Children's Museum project located on the west side of Flower Street south of 23rd Street. DOT concurs with the traffic study that there will be no significant traffic, parking or construction impacts associated with the proposed project.

**PROJECT DESCRIPTION**

The proposed project includes construction of an approximately 80,000 square foot (SF) Children's Museum on the west side of Flower Street south of 23<sup>rd</sup> Street and across from the Orthopedic Hospital. The proposed project will replace an existing 17,000 SF Children's Museum located in the Los Angeles City Hall Mall. The proposed site is currently occupied by a 50-space parking lot which is used by the Orthopedic Hospital for off-site mobile and temporary services provided in trailer facilities. Primary access to the site will be from Flower Street. The site is relatively small and the study assumed that no parking would be provided on-site for employees or visitors. Instead employees and visitors would park in leased spaces from the Orthopedic Hospital's visitor parking lots (Lots B and E) along Hope Street, one block east of the proposed site. A passenger loading zone could be installed on the west side of Flower Street adjacent to the site for loading and unloading of school buses. Parking for school buses could also be provided on the same Hospital visitor parking lots.

During the school year months of September through June, the museum would be opened on weekdays to student tour groups only. Generally, there would be two scheduled sessions per day for approximately 300 students per session with all students bused to the museum. On weekends during the school year, the museum would be opened to the general public. During the summer months of June through August, the museum would be opened seven days a week. The projected attendance is approximately 425,000 people annually, with 60 percent coming during the school year and 40 percent coming during the summer months.

## **TRIP GENERATION**

DOT concurs with the traffic study that project trips would be spread throughout the entire day and normally outside the peak commute hours, thereby not creating significant traffic impacts. The study assumed that the maximum number of students during a scheduled session would be the same as the current student-tour attendance of approximately 300 students. With two sessions a day, the maximum number of students could reach 600 students a day. Since all students would be bused to the museum and with 50 students per bus, there could be approximately 12 bus trips each way or 24 daily bus trips. Likewise, with 40 employees and each employee driving their own vehicle, there could be 40 auto trips each way or 80 daily auto trips. During the school year, approximately 60 percent or 255,000 visitors are expected to attend the museum with most of these arriving by bus on weekdays and by car on weekends. During the school months the estimated project trip generation is approximately 104 daily trips on a weekday and approximately 1,260 daily trips on a Saturday or Sunday. During the summer months, approximately 40 percent or 170,000 visitors are expected to attend the museum with most of these arriving by car. Assuming an auto occupancy of three people per car in addition to 80 daily employee trips, the estimated project trip generation is approximately 1,280 daily trips on a weekday and approximately 1,440 daily trips on a Saturday or Sunday.

## **TRAFFIC ANALYSIS**

The traffic study analyzed project impacts at the intersection of 23rd Street and Flower Street for both existing and future (2003) conditions during both weekday and weekend peak hours and during both school and summer months. DOT concurs with the traffic study that the proposed project would not result in a significant traffic impact at the intersection of 23rd Street and Flower Street and therefore no traffic related mitigation measures are necessary.

## **PARKING ANALYSIS**

DOT also concurs with the traffic study that the project would not have a significant parking impact. During school month weekdays, the parking demand would be minimal because most students would arrive by bus on student tours. However on school month weekends and during the summer months, the parking demand would be higher with a peak demand of approximately 280 spaces. As noted before, the project could lease available spaces from nearby Orthopedic Hospital's visitor parking lots on Hope Street. These lots together contain about 225 parking spaces which are typically 60% utilized. This would leave approximately 90 spaces which could be used by the Museum. Additional parking is available on surrounding streets in the area and there may be other parking lots under the control of the Hospital where excess parking is available.

## **CONSTRUCTION RELATED IMPACTS**

DOT also concurs with the traffic study that construction impacts would be minimal. The study estimates approximately 30 to 50 daily trips associated with construction. However, prior to the start of construction, the contractor shall prepare a construction worksite traffic control plan satisfactory to DOT which shows the location of any roadway or sidewalk closures, traffic detours, haul route, hours of operation, protective devices, warning signs and access to abutting properties.

If you have any further questions, please contact Joseph Keung of my staff at (213) 240-3076.

ATT FILES:FLOWER22

c: Council District No. 9  
Central District, DOT  
Eric Sakowitz, Impact Science Incorporated  
Roy Nakamura, Crain & Associates

# **Crain & Associates**

## **Of Southern California**

2007 Sawtelle Boulevard, Suite 4  
Los Angeles, California 90025  
Telephone (310) 473-6508  
Facsimile (310) 444-9771

### HAND DELIVERED

April 7, 2000

Mr. Robert Takasaki  
Senior Transportation Engineer  
Department of Transportation  
221 North Figueroa Street, Suite 600  
Los Angeles, California 90012

RE: Children's Museum Project - Orthopaedic Hospital Alternative Site

Dear Mr. Takasaki,

This technical letter presents an assessment of the expected traffic and parking impacts of the proposed Children's Museum project. Various potential sites have been identified; this assessment examines a site on Flower Street south of 23rd Street, across from the existing Orthopaedic Hospital in south Los Angeles.

This alternative site is located near the southwest corner of Flower Street and 23rd Street, south of downtown Los Angeles. The site is bounded by Flower Street on the east, by an existing four-story apartment building on the north, and on the south and west by an abandoned Harbor Freeway (I-110) on-ramp by the Harbor Freeway itself. The site location is shown in Figure 1. The site is currently occupied by an approximately 50-space surface parking lot, and is used by the Hospital for off-site mobile and temporary services provided in trailer facilities.

### Project Trip Generation

The proposed project will consist of a multi-story structure housing approximately 80,000 square feet, including exhibit space and administrative offices. The new facility is expected to operate in much the same manner as the existing Museum. It is anticipated that approximately 425,000 people will visit the Museum annually, with about 60 percent of these coming during the school year (September through June). During the school year, the Museum will be open on weekdays to student tour groups only. Students will be bused to the Museum for one of two scheduled tour sessions, the first from 9:15 to 11:00 AM, and the second from 11:15 AM to 1:00 PM. On school year weekends, the facility will be open to the general public, from

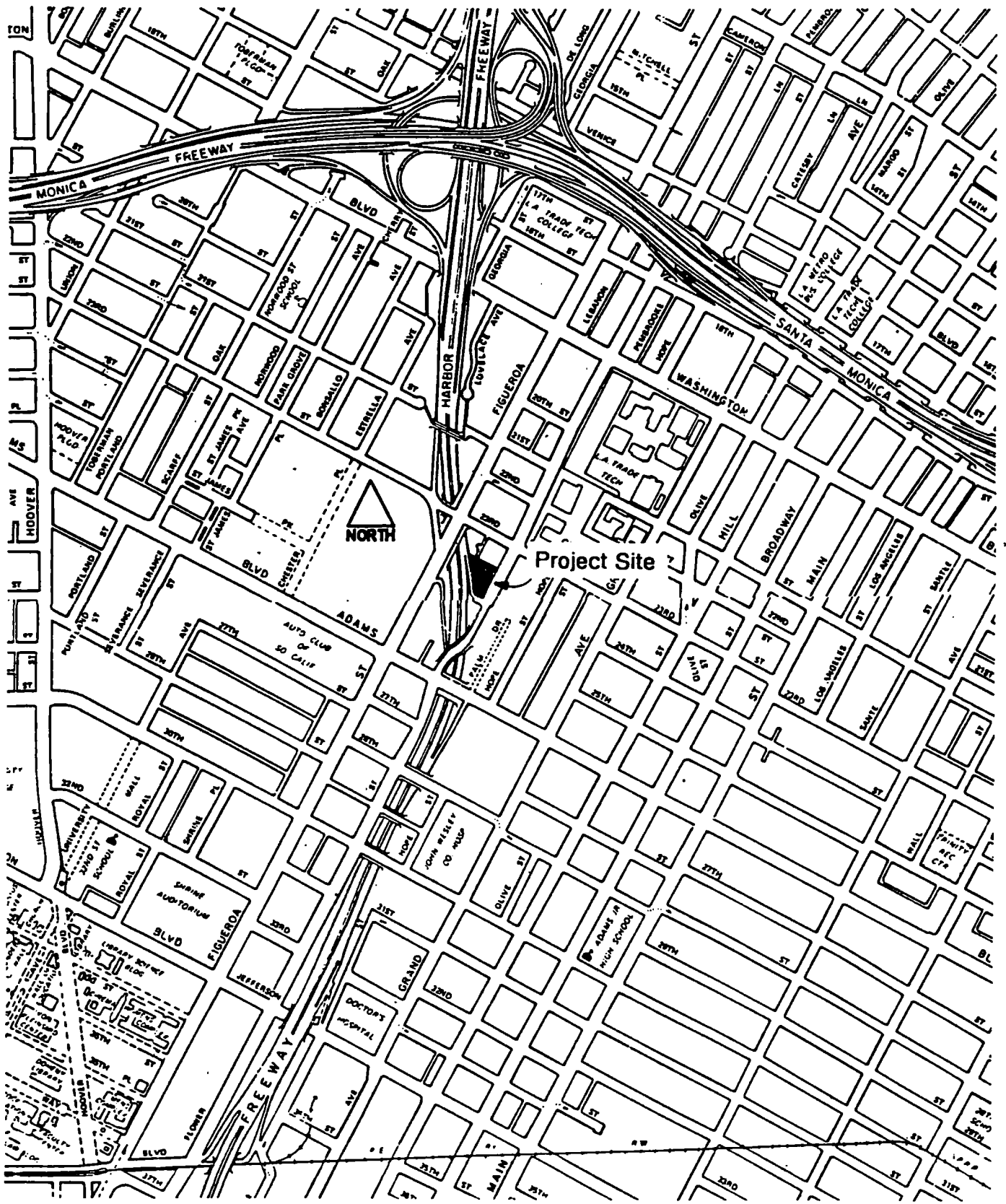


FIGURE 1

PROJECT SITE VICINITY MAP



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9:00 AM to 5:00 PM. During the summer months when school is not in session, the Museum will be open seven days a week; from 9:00 AM to 5:00 PM on weekdays, and from 10:00 AM to 5:00 PM on weekends. In addition to these student and visitor trips, the Museum will also employ approximately 40 staff persons.

Based on these operating parameters, trip generation for the Museum was estimated. According to staff at the existing Museum, the current student-tour attendance of approximately 300 students per session would continue at the new Museum. These students would arrive via buses, assumed to accommodate 50 students each. The Museum staff were assumed to each drive alone. Due to the Museum hours of operation, not all of the student bus trips would arrive during the AM peak hour, although it was assumed that all Museum staff trips would do so. During summer months when the Museum is open to the public, additional traffic would be generated. It was assumed that visitors would exhibit an average auto occupancy of about three persons per vehicle. The estimated project traffic generation for both school and non-school (summer) periods is shown in Table 1

Table 1  
 Estimated Project Trip Generation

	School Months							
	Daily	Weekdays				Saturday/Sunday		
		AM Peak Hour		PM Peak Hour		Peak Hour		
		Inbound	Outbound	Inbound	Outbound	Daily	Inbound	Outbound
Visitors	24	6	negl.	negl.	negl.	1,180	130	70
Employees	80	40	negl.	negl.	negl.	80	negl.	negl.
	104	46	negl.	negl.	negl.	1,260	130	70
	Non-School (Summer) Months							
	Daily	Weekdays				Saturday/Sunday		
		AM Peak Hour		PM Peak Hour		Peak Hour		
		Inbound	Outbound	Inbound	Outbound	Daily	Inbound	Outbound
Visitors	1,200	40	negl.	negl.	75	1,360	140	95
Employees	80	40	negl.	negl.	40	80	negl.	negl.
	1,280	80	negl.	negl.	115	1,440	140	95

Project Traffic Impacts

Project traffic impacts were evaluated at the intersection expected to be most affected by the project, in this case, the intersection of Flower Street and 23rd Street. Existing (year 2000) traffic volumes, intersection geometrics and traffic signal operations were obtained from

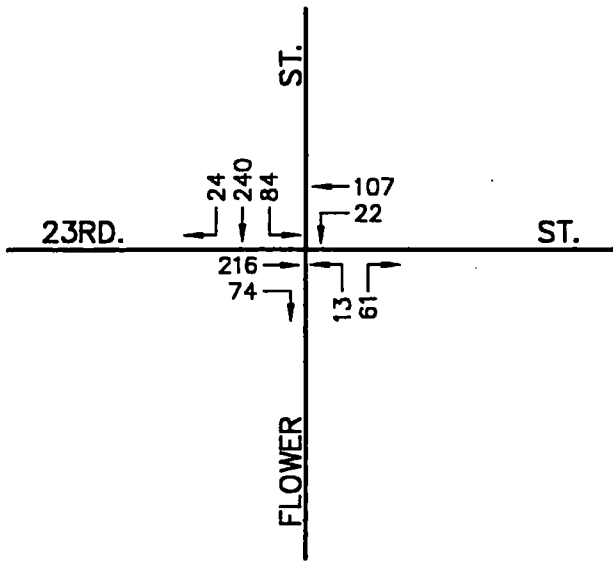
Department of Transportation (DOT) files or field observations. No count data were available for weekend conditions. Therefore, it was assumed that Saturday/Sunday peak traffic volumes were 85 percent of the weekday PM peak hour volumes. Additionally, existing conditions for school months and summer months were assumed to be the same. The traffic count information utilized in this analysis is attached to this letter. Standard traffic evaluation analysis methodologies and techniques were utilized (Critical Movement Analysis) to evaluate the existing and future intersection operations, which are discussed later in this section.

Traffic conditions for the future year 2003 (the assumed project completion date) were evaluated by growth-factoring the existing traffic by 1.0 percent per year (compounded). This factor accounts for traffic volume increases due to ambient population growth as well as from traffic generated by other development projects in the vicinity which may add vehicles to the study intersection. These future volumes constitute the baseline "Without Project" conditions against which the project's incremental traffic additions are evaluated.

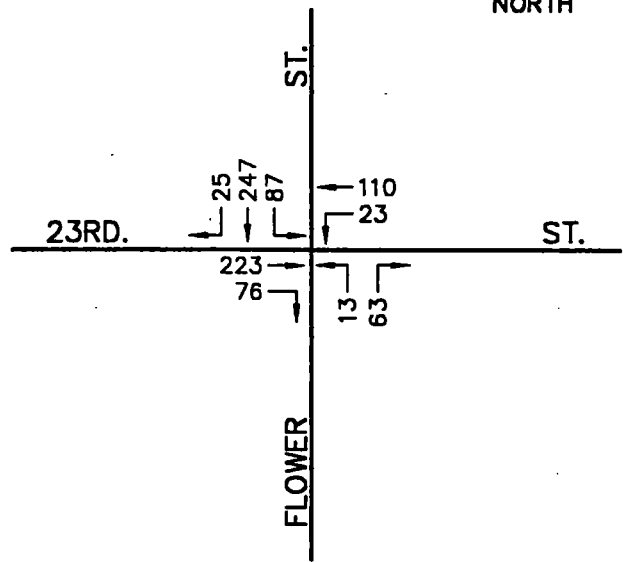
Finally, the project traffic calculated previously was distributed and assigned to the area roadway system. Project traffic assignments are based on access to the site, availability of regional access, parking facilities and other factors. For this site, Flower Street is typically a one-way southbound facility, except between 23rd Street and Adams Boulevard (adjacent to the site), where it provides one northbound lane. The Harbor Freeway provides surface street access at Adams Boulevard and at 23rd Street, while the nearby Santa Monica Freeway (I-10) provides ramps at Flower Street and Grand Avenue in the project vicinity.

The location of parking also affects trip distribution. Due to site size constraints, it was assumed that no parking would be available on-site. Thus, employees would have to park off-site. Discussions with the Orthopaedic Hospital administration indicate the potential for leased parking within the Hospital's visitor and patient parking lots (Lots B and E) along Hope Street, one block east of the proposed Museum site. Employee trips were therefore assigned to travel directly to this parking area. Visitor trips were also assumed to utilize this parking, and were assigned in the same manner. Student bus trips, however, were assumed to drive to the Museum site to drop off students first, then travel to Lots B or E to stage before returning to the site at the end of the tour session to pick up the students.

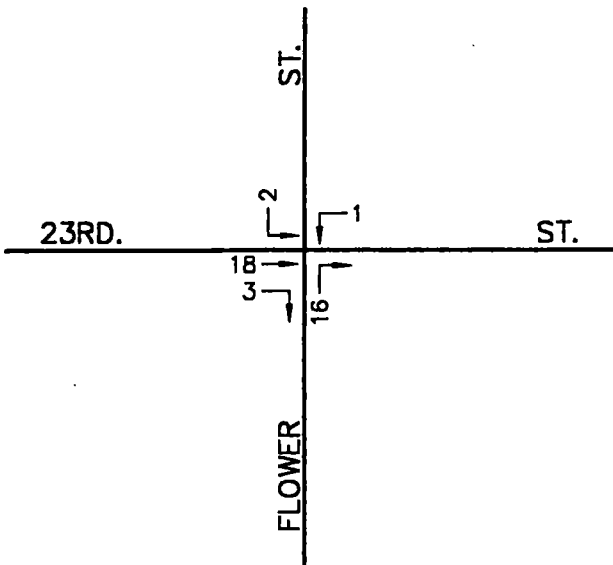
The existing and projected future traffic volumes at the study intersection, along with the estimated project trips, are shown in Figures 2(a), 2(b) and 2(c) for school month weekday AM peak hour, PM peak hour and weekend peak hour, respectively. Figures 3(a), 3(b) and 3(c) display the non-school month traffic volumes for the same scenarios.



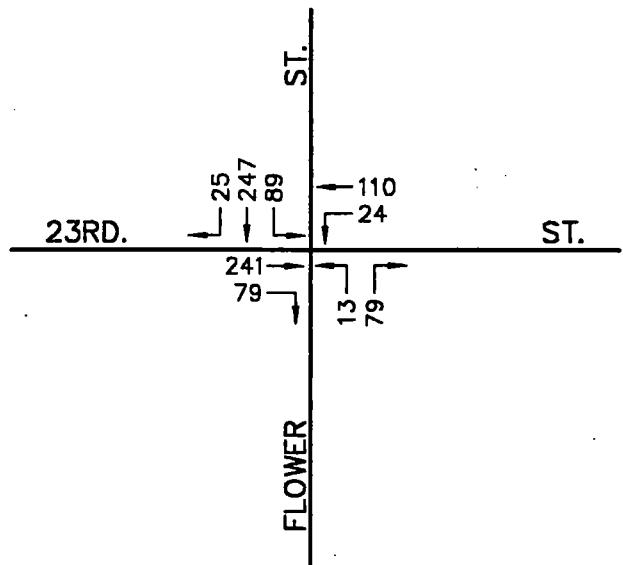
EXISTING (2000)



FUTURE (2003)  
WITHOUT PROJECT



PROJECT TRAFFIC



FUTURE (2003)  
WITH PROJECT

FIGURE 2(a)

4/7/2000

FN: CHILDS-MUSEUMDPH\AM2003WP

EXISTING (2000) AND FUTURE (2003)  
TRAFFIC VOLUMES  
WEEKDAY - SCHOOL MONTHS  
AM PEAK HOUR

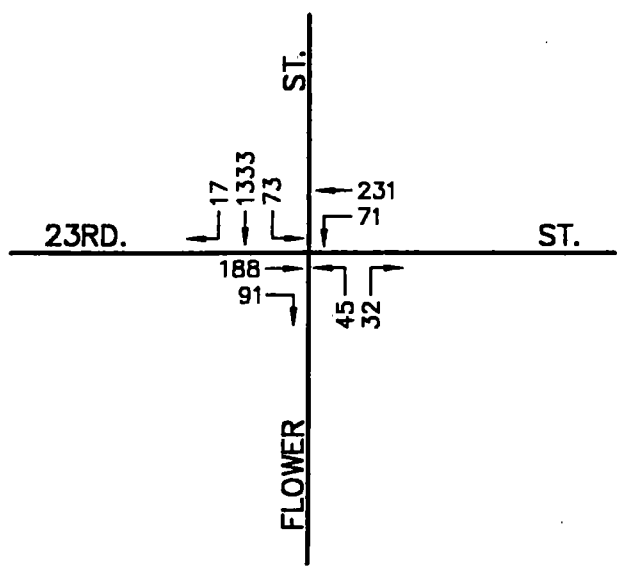


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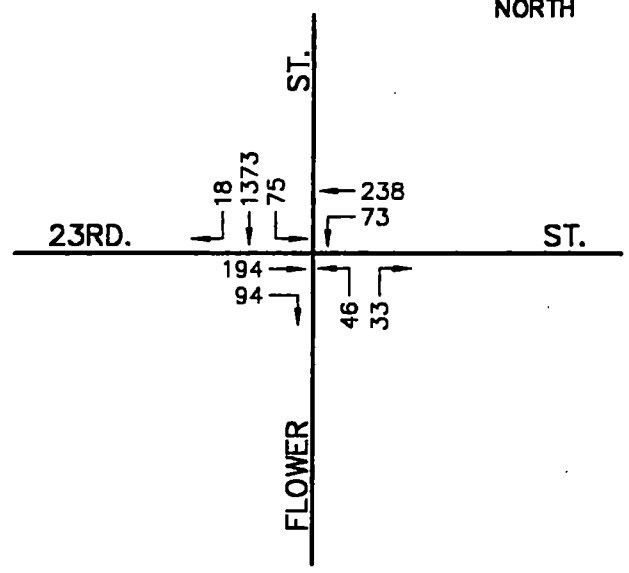
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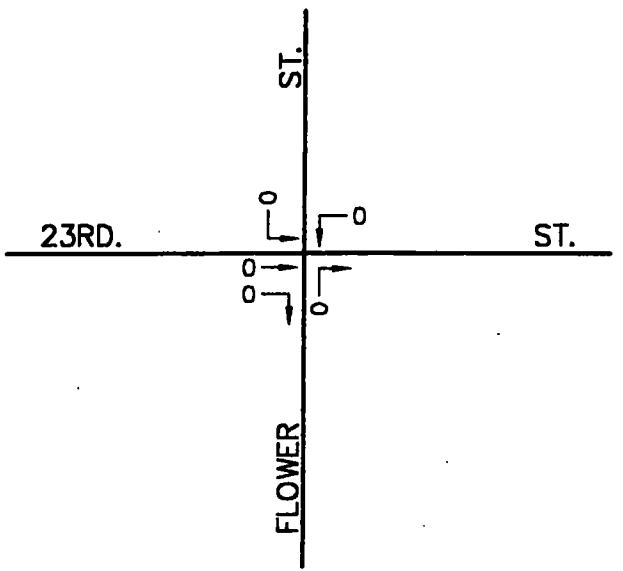




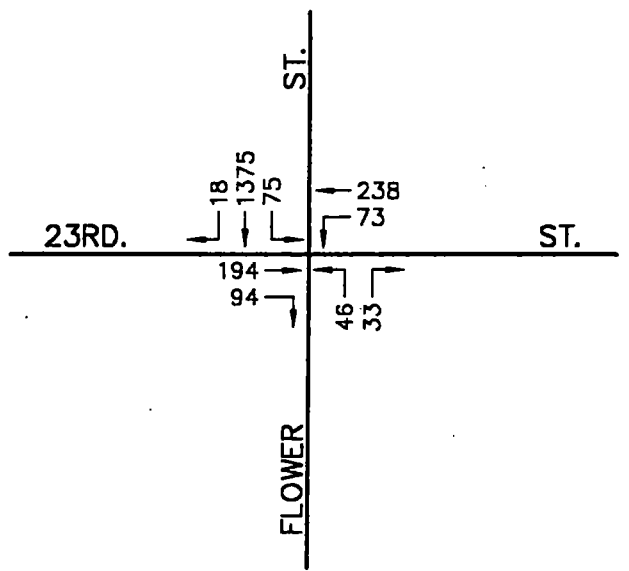
EXISTING (2000)



FUTURE (2003)  
WITHOUT PROJECT



PROJECT TRAFFIC



FUTURE (2003)  
WITH PROJECT

FIGURE 2(b)

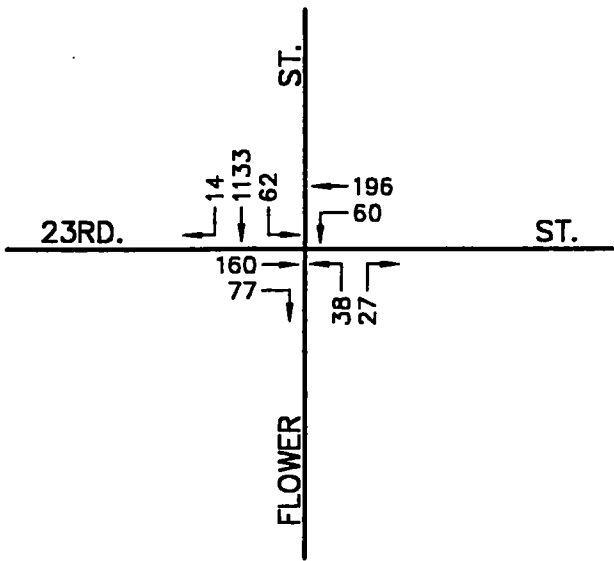
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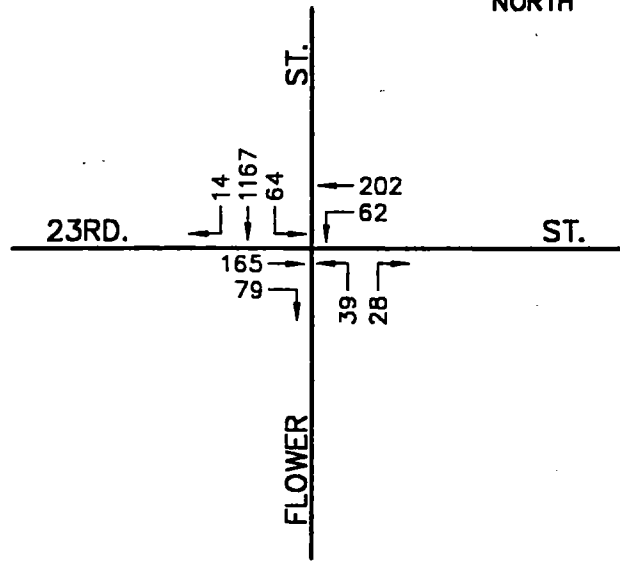
EXISTING (2000) AND FUTURE (2003)  
TRAFFIC VOLUMES  
WEEKDAY - SCHOOL MONTHS  
PM PEAK HOUR



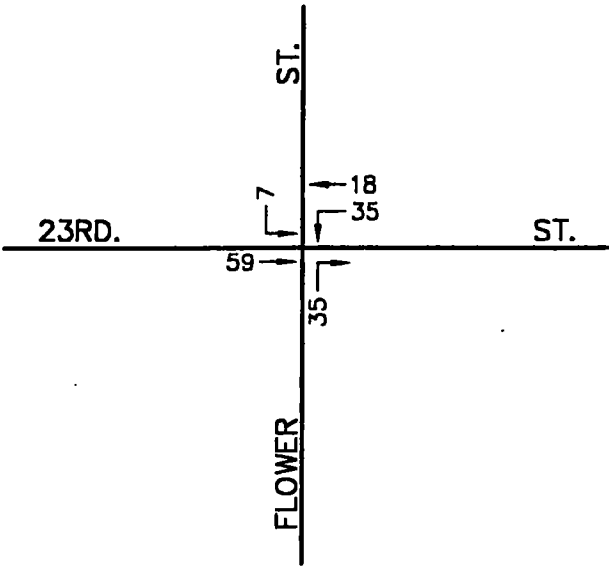
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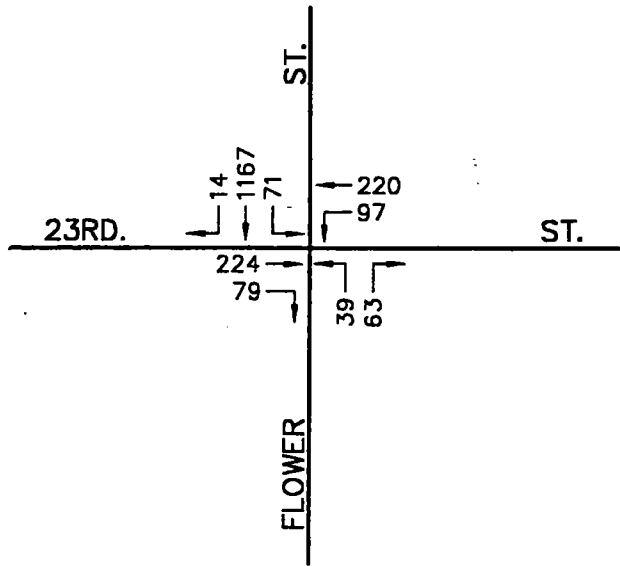
EXISTING (2000)



FUTURE (2003)  
WITHOUT PROJECT



PROJECT TRAFFIC



FUTURE (2003)  
WITH PROJECT

FIGURE 2(c)

4/7/2000

FN: CHILDS-MUSEUM/OPH/WK2003WP

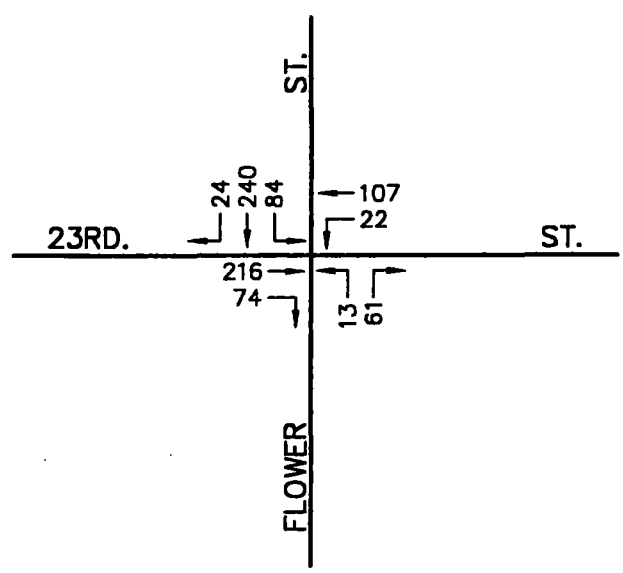
EXISTING (2000) AND FUTURE (2003)  
TRAFFIC VOLUMES  
WEEKEND - SCHOOL MONTHS  
PEAK HOUR



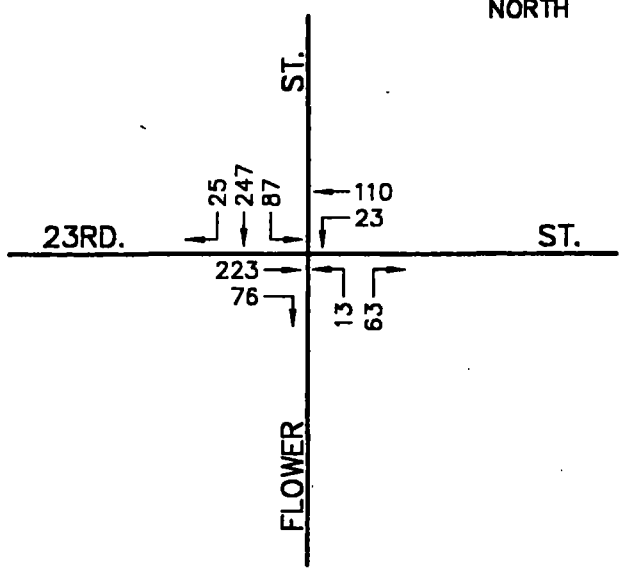
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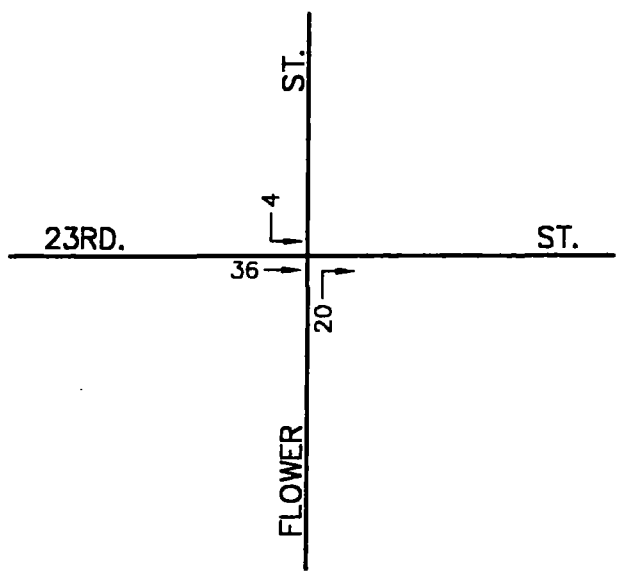
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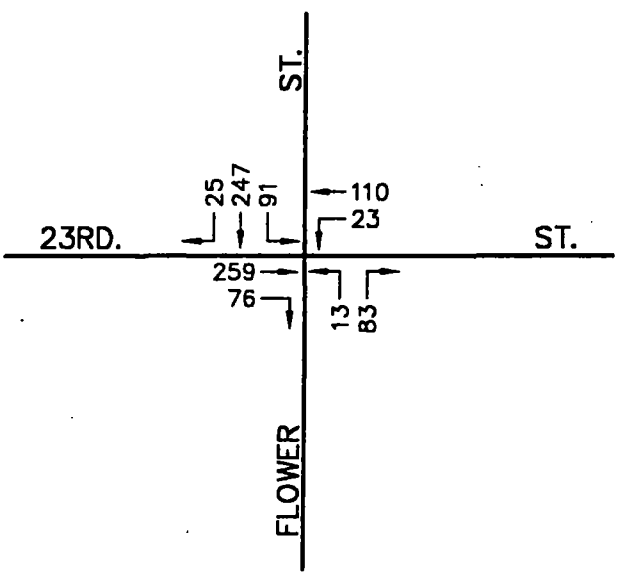
EXISTING (2000)



FUTURE (2003)  
WITHOUT PROJECT



PROJECT TRAFFIC



FUTURE (2003)  
WITH PROJECT

FIGURE 3(a)

4/7/2000

FN: CHLDS-MUSEL/MOPH/AM2003.S

EXISTING (2000) AND FUTURE (2003)  
TRAFFIC VOLUMES  
WEEKDAY - NON-SCHOOL MONTHS  
AM PEAK HOUR



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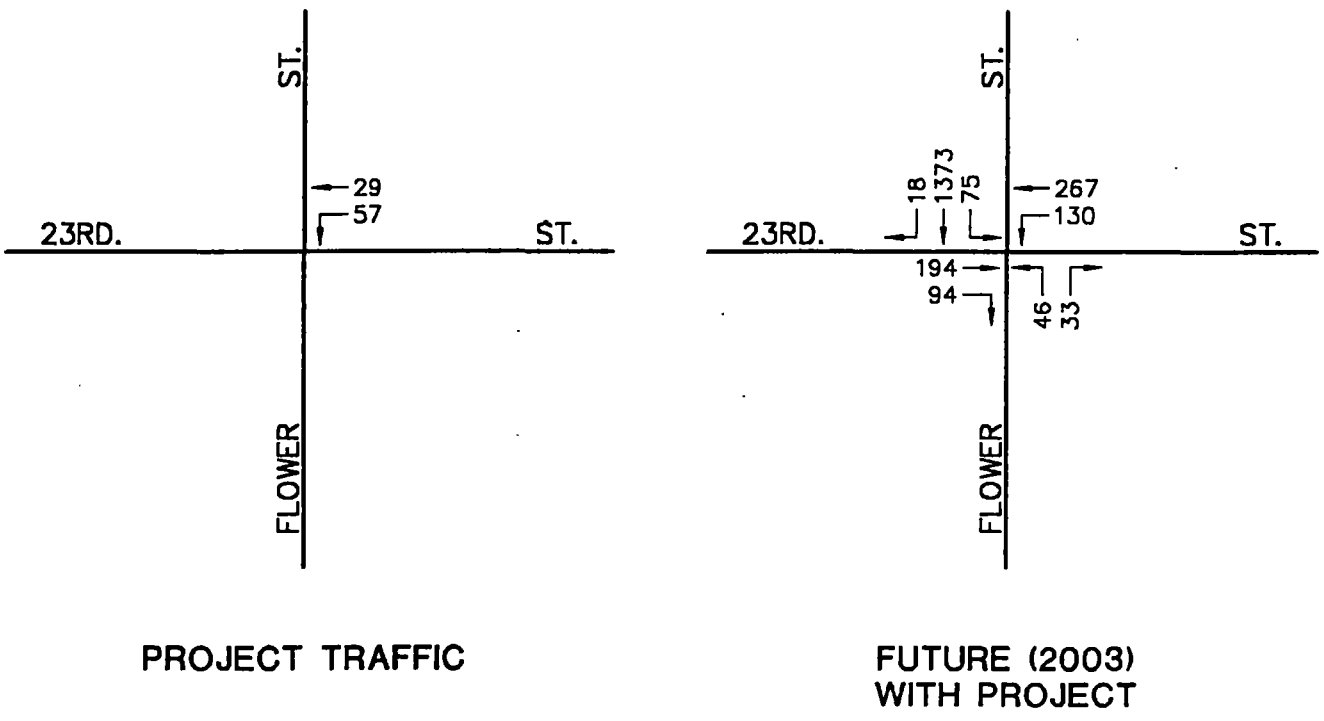
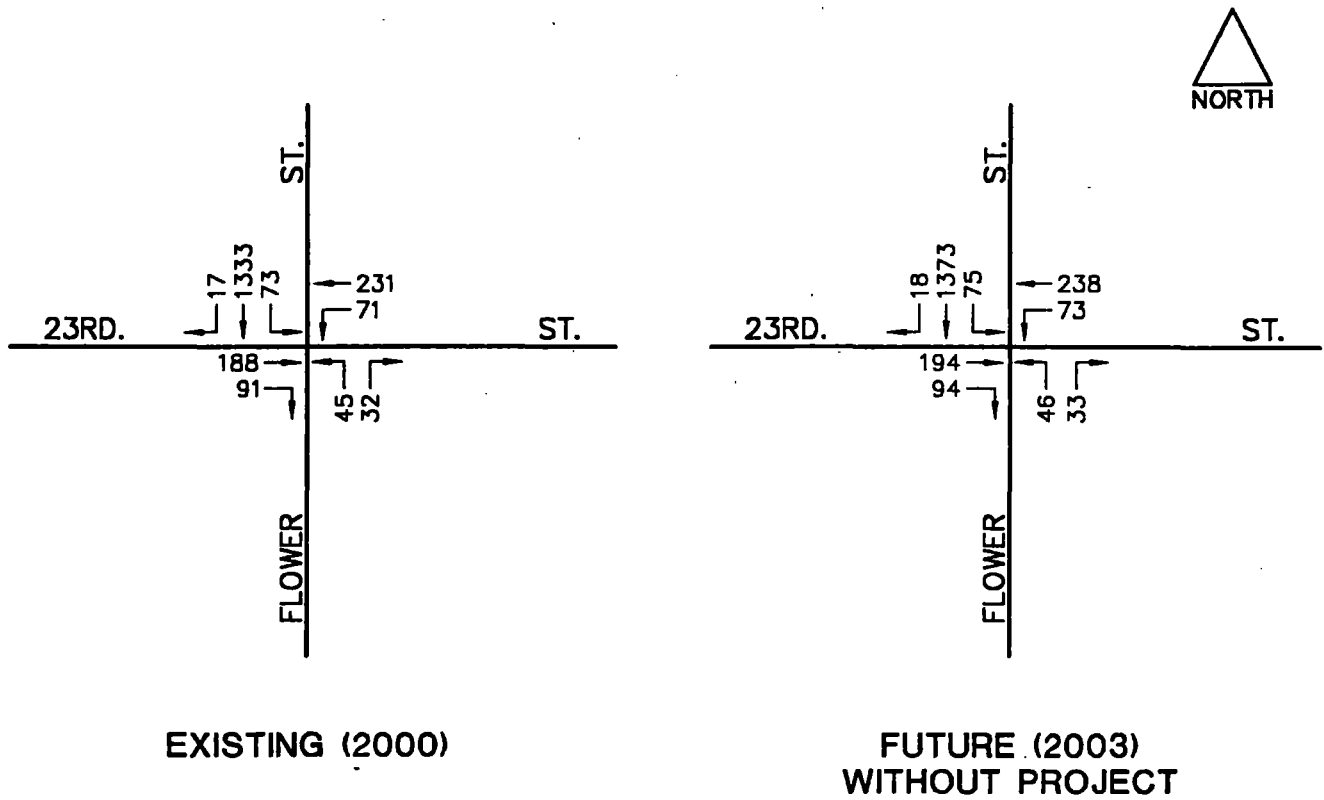


FIGURE 3(b)

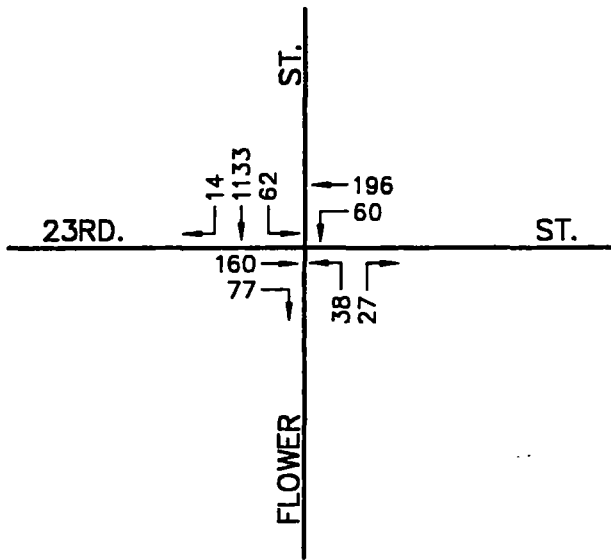
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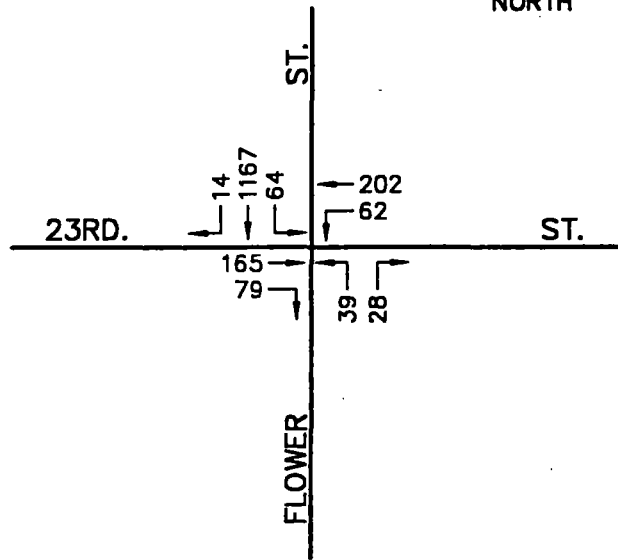
EXISTING (2000) AND FUTURE (2003)  
 TRAFFIC VOLUMES  
 WEEKDAY - NON-SCHOOL MONTHS  
 PM PEAK HOUR



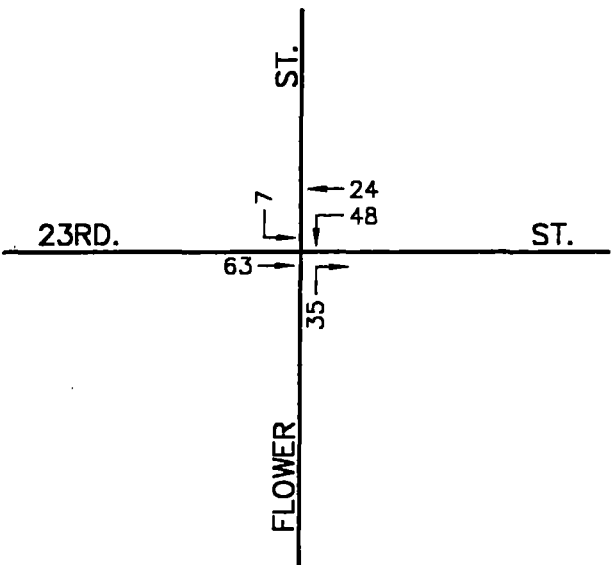
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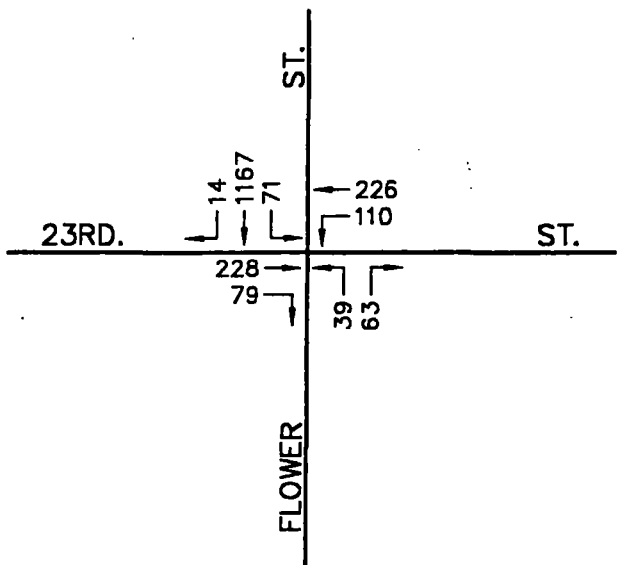
EXISTING (2000)



FUTURE (2003)  
WITHOUT PROJECT



PROJECT TRAFFIC



FUTURE (2003)  
WITH PROJECT

FIGURE 3(c)

4/7/2000

FN: CHLDS-MUSEUMOPH\WK2003.S

EXISTING (2000) AND FUTURE (2003)  
TRAFFIC VOLUMES  
WEEKEND - NON-SCHOOL MONTHS  
PEAK HOUR



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As described earlier, these traffic volumes and intersection operations were evaluated using standard CMA (Critical Movement Analysis) techniques and methodologies. The study intersection and surrounding roadways were not assumed to have been modified from existing conditions for the future year analyses. The CMA calculation worksheets are attached for reference, and the analyses are summarized in Table 2 below.

Table 2  
 Critical Movement Analysis  
 Existing and Future Conditions at Flower Street/23rd Street

Time Period	Existing (2000)		Future (2003)				
	CMA	LOS	Without Project		With Project		
			CMA	LOS	CMA	LOS	Impact
<u>School Months</u>							
AM	0.316	A	0.326	A	0.352	A	+0.026
PM	0.593	A	0.611	B	0.611	B	+0.000
Wkend	0.503	A	0.519	A	0.585	A	+0.066
<u>Non-School Months</u>							
AM	0.316	A	0.326	A	0.365	A	+0.039
PM	0.593	A	0.611	B	0.651	B	+0.040
Wkend	0.503	A	0.519	A	0.596	A	+0.077

As indicated by Figures 2 and 3, and summarized in Table 2, the project is expected to add only relatively minor amounts of traffic to the surrounding area, which will not result in any significant traffic impact at the intersection of Flower Street and 23rd Street. Therefore, no traffic-related mitigation measures are warranted for this project.

Project Access and Parking

Access to the project site itself will be provided from Flower Street. A bus loading/unloading area will be provided either on-site, or at the curbside adjacent to the project frontage. However, no other site access will be provided due to site size constraints, and all parking for employees, visitors, and buses will be off-site. The closest available parking exists within the visitors and patient parking Lots B and E on the Orthopaedic Hospital campus east of the proposed project. Both of these lots are located on the east side of Hope Street between 23rd Street and Adams Boulevard, about one block east of the proposed Museum site.

Letter to Mr. Robert Takasaki  
April 7, 2000  
Page Twelve

These lots together contain about 225 parking spaces, which are typically about 60 percent utilized. This results in about 90 available spaces during the day which can be utilized by the Museum. Orthopaedic Hospital has been in discussions with the Museum to provide parking for the project, and has indicated that it can provide additional parking (beyond that noted for Lots B and E) by consolidating some of its less-efficiently used employee parking. A review of Table 1 indicates that, during school month weekdays, parking demand would be minimal due to the use of buses for student tours. However, on school month weekends, and during all periods of the summer months, the parking demand would increase considerably to approximately 280 or more spaces. Further analysis should be conducted, and a parking plan prepared by the Hospital to demonstrate how its employee parking will be consolidated, but, based on the existing conditions and observations of area parking use, it is expected that the parking demands of the Museum can be adequately accommodated by available parking within the Orthopaedic Hospital campus, and no significant "overflow" or on-street parking impacts will occur due to the proposed Museum project.

#### Construction Impacts

The project's construction impacts are expected to be minimal. Construction is anticipated to take about 18 months. Projects of this size typically generate an average of about 30 to 50 trips per day to and from the site, including construction worker vehicles and equipment deliveries. Delivery of equipment to the site will be scheduled for off-peak hours. Approximately 25 construction workers are assumed to be at the site, and for conservative analysis purposes, all are assumed to drive alone. This would result in 25 one-way inbound trips during the AM peak hour, and 25 outbound trips during the PM peak hour. This level of activity is not expected to result in any significant impacts. Additionally, as noted previously, the site provides good regional access via nearby freeway on- and off-ramps, thereby minimizing construction vehicle traffic on surface streets. However, prior to any construction activity, a haul route and construction traffic routing plan will be prepared and submitted to LADOT for review and approval.

In summary, our analyses and assessment of the proposed Children's Museum - Orthopaedic Hospital alternative site indicates that no significant traffic, access, parking, or construction traffic-related impacts are expected to occur, and no mitigation measures in this regard are warranted.

If you have any questions or comments on this document, please feel free to call me.

Sincerely,

  
Roy Nakamura  
Senior Transportation Engineer

# TRAFFIC COUNT SUMMARY

City of Los Angeles  
Department of Transportation  
Count by Crain & Associates

STREET: North/South FLOWER STREET

East/West 23RD STREET

Day: AM WED Date: FEBRUARY 17, 1999 Weather: CLEAR  
PM WED FEBRUARY 17, 1999  
 Hours: 7-9 AM 4-6 PM

School Day: YES District: \_\_\_\_\_

	N/B	S/B	E/B	W/B
DUAL-WHEELED	N/A	N/A	N/A	N/A
BIKES	N/A	N/A	N/A	N/A
BUSES	N/A	N/A	N/A	N/A

	N/B TIME	S/B TIME	E/B TIME	W/B TIME
AM PK 15 MIN	26 8:15	105 7:45	84 7:45	38 7:45
PM PK 15 MIN	25 5:30	428 5:16	78 5:30	83 5:16
AM PK HOUR	83 8:00	346 7:30	287 7:45	128 7:45
PM PK HOUR	77 4:45	1,409 4:45	281 5:00	302 5:00

NORTHBOUND Approach					SOUTHBOUND Approach					TOTAL	XING S/L		XING N/L	
Hours	Lt	Th	Rt	Total	Hours	Lt	Th	Rt	Total	N-S	Ped	Sch	Ped	Sch
7-8	24	0	40	64	7-8	55	216	17	288	352	N/A	N/A	N/A	N/A
8-9	19	0	64	83	8-9	79	217	20	316	399	N/A	N/A	N/A	N/A
4-5	39	0	30	69	4-5	63	908	17	988	1,057	N/A	N/A	N/A	N/A
5-6	49	0	28	77	5-6	80	1,228	21	1,329	1,406	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>131</b>	<b>0</b>	<b>162</b>	<b>293</b>	<b>TOTAL</b>	<b>277</b>	<b>2,569</b>	<b>75</b>	<b>2,921</b>	<b>3,214</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

EASTBOUND Approach					WESTBOUND Approach					TOTAL	XING W/L		XING E/L	
Hours	Lt	Th	Rt	Total	Hours	Lt	Th	Rt	Total	E-W	Ped	Sch	Ped	Sch
7-8	0	172	68	240	7-8	17	79	0	96	336	N/A	N/A	N/A	N/A
8-9	0	210	63	273	8-9	23	99	0	122	395	N/A	N/A	N/A	N/A
4-5	0	144	80	224	4-5	63	172	0	225	449	N/A	N/A	N/A	N/A
5-6	0	190	91	281	5-6	58	244	0	302	583	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>0</b>	<b>716</b>	<b>302</b>	<b>1,018</b>	<b>TOTAL</b>	<b>151</b>	<b>594</b>	<b>0</b>	<b>745</b>	<b>1,763</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>



CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
DATE: 04-07-2000 INITIALS: RRH PERIOD: AM PEAK HOUR  
CASE: EXISTING (2000)

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	22	107	0	0
EASTBOUND	0	216	74	0
NORTHBOUND	13	0	50	11
SOUTHBOUND	84	240	24	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	129	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	290	N/A	N/A
NORTHBOUND	13	N/A	N/A	N/A	50	N/A
SOUTHBOUND	84	N/A	88	88	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 312

NORTH-SOUTH CRITICAL VOLUMES ..... 138

THE SUM OF CRITICAL VOLUMES ..... 450

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.316

LEVEL OF SERVICE ..... A

\* Northbound and Southbound approaches have opposed signal phases.

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04-07-2000, 8:15 AM

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
DATE: 04-07-2000 INITIALS: RRH PERIOD: PM PEAK HOUR  
CASE: EXISTING (2000)

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	71	231	0	0
EASTBOUND	0	188	91	0
NORTHBOUND	45	0	0	32
SOUTHBOUND	73	1333	17	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	302	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	279	N/A	N/A
NORTHBOUND	45	N/A	N/A	N/A	0	N/A
SOUTHBOUND	73	N/A	450	450	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 350

NORTH-SOUTH CRITICAL VOLUMES ..... 495

THE SUM OF CRITICAL VOLUMES ..... 845

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.593

LEVEL OF SERVICE ..... A

\* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: WEEKEND PEAK  
 CASE: EXISTING (2000)

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	60	196	0	0
EASTBOUND	0	160	77	0
NORTHBOUND	38	0	0	27
SOUTHBOUND	62	1133	14	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	256	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	237	N/A	N/A
NORTHBOUND	38	N/A	N/A	N/A	0	N/A
SOUTHBOUND	62	N/A	382	382	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 297  
 NORTH-SOUTH CRITICAL VOLUMES ..... 420

THE SUM OF CRITICAL VOLUMES ..... 717

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.503

LEVEL OF SERVICE ..... A

\* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: AM PEAK HOUR  
 CASE: FUTURE (2003) WITHOUT PROJECT

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	23	110	0	0
EASTBOUND	0	223	76	0
NORTHBOUND	13	0	51	12
SOUTHBOUND	87	247	25	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	133	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	299	N/A	N/A
NORTHBOUND	13	N/A	N/A	N/A	51	N/A
SOUTHBOUND	87	N/A	91	91	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 322  
 NORTH-SOUTH CRITICAL VOLUMES ..... 142

THE SUM OF CRITICAL VOLUMES ..... 464

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.326

LEVEL OF SERVICE ..... A

\* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: PM PEAK HOUR  
 CASE: FUTURE (2003) WITHOUT PROJECT

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	73	238	0	0
EASTBOUND	0	194	94	0
NORTHBOUND	46	0	0	33
SOUTHBOUND	75	1373	18	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	311	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	288	N/A	N/A
NORTHBOUND	46	N/A	N/A	N/A	0	N/A
SOUTHBOUND	75	N/A	464	464	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 361  
 NORTH-SOUTH CRITICAL VOLUMES ..... 510  
 -----  
 THE SUM OF CRITICAL VOLUMES ..... 871  
 NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*  
 CMA VALUE ..... 0.611  
 LEVEL OF SERVICE ..... B

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 \* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: WEEKEND PEAK  
 CASE: FUTURE (2003) WITHOUT PROJECT

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	62	202	0	0
EASTBOUND	0	165	79	0
NORTHBOUND	39	0	0	28
SOUTHBOUND	64	1167	14	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	264	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	244	N/A	N/A
NORTHBOUND	39	N/A	N/A	N/A	0	N/A
SOUTHBOUND	64	N/A	394	394	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 306  
 NORTH-SOUTH CRITICAL VOLUMES ..... 433

THE SUM OF CRITICAL VOLUMES ..... 739

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.519

LEVEL OF SERVICE ..... A

\* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: AM PEAK HOUR  
 CASE: FUTURE (2003) WITH PROJECT - SCHOOL MONTHS

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	24	110	0	0
EASTBOUND	0	241	79	0
NORTHBOUND	13	0	67	12
SOUTHBOUND	89	247	25	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	134	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	320	N/A	N/A
NORTHBOUND	13	N/A	N/A	N/A	67	N/A
SOUTHBOUND	89	N/A	91	91	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 344  
 NORTH-SOUTH CRITICAL VOLUMES ..... 158

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 THE SUM OF CRITICAL VOLUMES ..... 502

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.352

LEVEL OF SERVICE ..... A

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 \* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: PM PEAK HOUR  
 CASE: FUTURE (2003) WITH PROJECT - SCHOOL MONTHS

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	73	238	0	0
EASTBOUND	0	194	94	0
NORTHBOUND	46	0	0	33
SOUTHBOUND	75	1373	18	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	311	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	288	N/A	N/A
NORTHBOUND	46	N/A	N/A	N/A	0	N/A
SOUTHBOUND	75	N/A	464	464	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 361  
 NORTH-SOUTH CRITICAL VOLUMES ..... 510

THE SUM OF CRITICAL VOLUMES ..... 871

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.611

LEVEL OF SERVICE ..... B

\* Northbound and Southbound approaches have opposed signal phases.



CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: WEEKEND PEAK  
 CASE: FUTURE (2003) WITH PROJECT - SCHOOL MONTHS

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	97	220	0	0
EASTBOUND	0	224	79	0
NORTHBOUND	39	0	15	48
SOUTHBOUND	71	1167	14	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
EASTBOUND	N/A	N/A	N/A	303	N/A	N/A
NORTHBOUND	39	N/A	N/A	N/A	15	N/A
SOUTHBOUND	71	N/A	394	394	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 400  
 NORTH-SOUTH CRITICAL VOLUMES ..... 433  
 -----  
 THE SUM OF CRITICAL VOLUMES ..... 833  
 NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*  
 CMA VALUE ..... 0.585  
 LEVEL OF SERVICE ..... A

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 \* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: AM PEAK HOUR  
 CASE: FUTURE (2003) WITH PROJECT - SUMMER MONTHS

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	23	110	0	0
EASTBOUND	0	259	76	0
NORTHBOUND	13	0	71	12
SOUTHBOUND	91	247	25	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT		L/T/R SHARED	TOTAL LANES
				SHARED	ONLY		
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT		L/T/R SHARED
				SHARED	ONLY	
WESTBOUND	N/A	133	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	335	N/A	N/A
NORTHBOUND	13	N/A	N/A	N/A	71	N/A
SOUTHBOUND	91	N/A	91	91	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 358  
 NORTH-SOUTH CRITICAL VOLUMES ..... 162

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 THE SUM OF CRITICAL VOLUMES ..... 520

NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*

CMA VALUE ..... 0.365

LEVEL OF SERVICE ..... A

-----  
 \* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: PM PEAK HOUR  
 CASE: FUTURE (2003) WITH PROJECT - SUMMER MONTHS

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	130	267	0	0
EASTBOUND	0	194	94	0
NORTHBOUND	46	0	0	33
SOUTHBOUND	75	1373	18	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	397	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	288	N/A	N/A
NORTHBOUND	46	N/A	N/A	N/A	0	N/A
SOUTHBOUND	75	N/A	464	464	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 418  
 NORTH-SOUTH CRITICAL VOLUMES ..... 510  
 -----  
 THE SUM OF CRITICAL VOLUMES ..... 928  
 NUMBER OF CRITICAL CLEARANCE INTERVALS .... 3\*  
 CMA VALUE ..... 0.651  
 LEVEL OF SERVICE ..... B

\* Northbound and Southbound approaches have opposed signal phases.

CRAIN AND ASSOCIATES  
CMA CALCULATIONS

INTERSECTION: 1, 23RD STREET AND FLOWER STREET  
 DATE: 04-07-2000 INITIALS: RRH PERIOD: WEEKEND PEAK  
 CASE: FUTURE (2003) WITH PROJECT - SUMMER MONTHS

\*\* INPUT VOLUMES \*\*

APPROACH	LEFT	THROUGH	** RIGHT TURNS **	
			MIN ON GREEN	MAX ON RED
WESTBOUND	110	226	0	0
EASTBOUND	0	228	79	0
NORTHBOUND	39	0	8	55
SOUTHBOUND	71	1167	14	0

\*\* NUMBER OF LANES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED	TOTAL LANES
WESTBOUND	0	1	0	0	0	0	1
EASTBOUND	0	0	0	1	0	0	1
NORTHBOUND	1	0	0	0	1	0	2
SOUTHBOUND	1	0	2	1	0	0	4

\*\* ASSIGNED LANE VOLUMES \*\*

APPROACH	LEFT ONLY	LEFT SHARED	THROUGH ONLY	RIGHT SHARED	RIGHT ONLY	L/T/R SHARED
WESTBOUND	N/A	336	N/A	N/A	N/A	N/A
EASTBOUND	N/A	N/A	N/A	307	N/A	N/A
NORTHBOUND	39	N/A	N/A	N/A	8	N/A
SOUTHBOUND	71	N/A	394	394	N/A	N/A

EAST-WEST CRITICAL VOLUMES ..... 417  
 NORTH-SOUTH CRITICAL VOLUMES ..... 433

THE SUM OF CRITICAL VOLUMES ..... 850

NUMBER OF CRITICAL CLEARANCE INTERVALS ..... 3\*

CMA VALUE ..... 0.596

LEVEL OF SERVICE ..... A

\* Northbound and Southbound approaches have opposed signal phases.

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04-07-2000, 8:15 AM