



GARDENA ECONOMIC BUSINESS ADVISORY COMMISSION

Regular GEBAC Meeting Notice and Agenda

Website: www.cityofgardena.org

Wednesday, January 15, 2025 – 11:30 AM

Nakaoka Community Center, 2nd Floor, Room G

If you would like to participate in this meeting, you can participate via the following options:

1. **PARTICIPATE BEFORE THE MEETING** by emailing the Gardena Board/Commission/Committee at publiccomment@cityofgardena.org two (2) hours before the meeting starts on the day of the meeting and write "Public Comment" in the subject line.

2. ATTEND THE MEETING IN PERSON

PUBLIC COMMENT: The Gardena Board/Commission/Committee will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items: At the time the Board/Commission/Committee considers the item or during Public Comment
- If you wish to address the Gardena Board/Commission/Committee, please complete a "Speaker Request" form and present it to staff. You will be called upon when it is your turn to address the Board/Commission/Committee. The Board/Commission/Committee cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. Members of the public wishing to address the Board/Commission/Committee will be given three (3) minutes to speak.

The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email cityclerk@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

Thank you for your attendance and cooperation.

1. **CALL MEETING TO ORDER**

2. **ROLL CALL**

1. Steve Rogers
2. Gene Hale
3. Joshua Bettencourt
4. Jules Laross Kanhan
5. Naresh Solanki
6. Moe Shemirani
7. Louis Enriquez
8. Kale Morita
9. Gilbert Bernal, Jr.
10. Christyna Giles Washington

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT**

This is the time where the public may address the Gardena Economic Business Advisory Commission on items that are not on the agenda, but within the Gardena Economic Business Advisory Commission jurisdiction. Comments should be limited to three minutes.

5. **APPROVAL OF MINUTES**

- 5.A September 18, 2024
[GEBAC_Minutes_09-18-2024 _ FINAL.pdf](#)

6. **NEW BUSINESS / MEMBER INITIATIVES**

- 6.A Discussion of the Gardena Boulevard Revitalization Program Guidelines
[Commercial_Facade_Improvement_Program_Guidelines_Nov24.pdf](#)
[Exhibit_A_Color_Palette.pdf](#)

7. **CITY MANAGER COMMUNICATIONS**

8. **STAFF COMMUNICATIONS**

9. **COMMISSIONER COMMUNICATIONS**

10. **ADJOURNMENT**

The Gardena Economic Business Advisory Commission will adjourn to the next meeting at 11:30 a.m. on March 19, 2025.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the

meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

Dated this 9th day of January 2025.

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

MINUTES
Regular GEBAC Meeting of the
Gardena Economic Business Advisory Commission
Wednesday, September 18, 2024

The Regular GEBAC Meeting Notice and Agenda of the Gardena Economic Business Advisory Commission of the City of Gardena, California, was called to order at 11:46 AM on Wednesday, September 18, 2024, in the Nakaoka Community Center, 2nd Floor, Room D at 1670 W. 162nd Street, Gardena, California.

1. CALL MEETING TO ORDER

The meeting was called to order at 11:46 AM

2. ROLL CALL

Present: Chair Steve Rogers; Commissioner Joshua Bettencourt; Commissioner Jules Laross Kanhan; Commissioner Moe Shemirani; Commissioner Kale Morita; Commissioner Christyna Giles Washington. Employees present: Economic Development Manager, Jackie Choi; Administrative Analyst I, Georgina Placido.

Commissioners Gene Hale, Naresh Solanki, Louis Enriquez, and Gilbert Bernal Jr. were absent.

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Chair Rogers noted that no members of the public were present, and no member of the public wished to speak to the Gardena Economic Business Advisory Commission at this time.

5. APPROVAL OF MINUTES

5.A July 17, 2024

MOTION: A motion was made by Chair Rogers and seconded by Commissioner Morita to approve the minutes of the meeting on July 17, 2024:

Ayes: Rogers and Morita

Noes: None

Absent: Hale, Solanki, Enriquez and Bernal

6. NEW BUSINESS / MEMBER INITIATIVES

6.A Introduction of a New Commissioner - Christyna Washington

Chair Rogers introduced the new GEBAC Commissioner Ms. Christyna Washington. Ms. Washington thanked everyone and shared background information about herself and is elated to be back in Gardena and looks forward to completing the Gardena Boulevard improvements.

Chair Rogers asked each Commissioner to introduce themselves and the staff. He also expressed his appreciation to Ms. Washington for being present during the Gardena Blvd Revitalization presentation at the City Council meeting.

6.B Discussion of the Gardena Boulevard Revitalization Program Guidelines

Chair Rogers briefed all the Commissioners on the presentation given to the City Council on Tuesday. He informed everyone that the Council members' questions were answered, and they accepted the GEBAC recommendation with some conditions such as the color palette. He also mentioned that the City Council tasked them with developing guidelines for implementing the program for property and business owners along Gardena Boulevard. He then stated that Ms. Choi has guidelines from a previously approved project that could serve as a guide for the current project.

Chair Rogers and Commissioners Bettencourt and Shemirani inquired whether the city could implement any zoning or enforcement measures to ensure compliance with the guidelines. Ms. Choi responded that this was not possible because the program is voluntary. She proceeded to explain the details of the program, including funding, targeted areas (from Normandie to Vermont), and the estimated 60 businesses involved. Ms. Choi informed everyone that GEBAC needs to decide whether to proactively market to interested businesses and property owners for the grant or to identify specific locations to approach.

Ms. Choi shared that the City Council had adopted guidelines for a similar façade improvement project for Rosecrans and other projects funded by the Community Development Block Grant (CDBG). She added that since the City Council is familiar with the previously adopted program guidelines, GEBAC can mirror and use it as a sample. Ms. Choi also explained that state funding would be utilized, although they had not received strict guidelines from the state for its use.

Ms. Choi presented the Rosecrans program guidelines to the Commission as a foundation for their review and recommendations, which would then be presented to the City Council. At this time, no decisions was needed from the Commission.

Ms. Choi indicated that the target areas in the guidelines are outlined in the first seven pages, including the purpose and goals– to identifying the target areas along Gardena Boulevard between Vermont Avenue and Budlong Avenue; and Source of funds – She stated that the grant program would not require matching funds from the businesses, and the funding amount for each business would need to be determined by the GEBAC Commission.

Ms. Choi noted that the amount of \$30,000 was based on the calculation received by Michael Baker which would cover the paint, awning, and signage. Michael Baker also has estimates of how much money would be spent per business, per program. She emphasized that this amount could change based on the new consultant who would help implement the process and construction.

Chair Rogers asked if staff had a particular consultant in mind. Ms. Choi replied that the city would adhere to its purchasing policy and would be going out for bids. She stated that staff could work with the consultant to identify a realistic budget for the businesses.

Chair Rogers inquired about the state's involvement with the \$2 million funding and whether approval would be required from them or just the City Council. Ms. Choi clarified that based on discussions with Senator Bradford's office, approvals would not be needed for every step taken to implement the program, as they were aware that the funds would assist small businesses with their commercial façades along Gardena Boulevard. The only approval required for the adoption of the façade improvement program would be from the City Council; however, city staff would maintain communication with Senator Bradford's office to provide updates.

Commissioner Washington informed everyone that she had spoken to Senator Bradford's office, who asked when the project would begin. She also talked to Kyle from Holly Mitchell's office about the possibility of getting additional funding.

Ms. Choi replied that city staff could reach out to Kyle to explore the potential for additional funds and that they would continue to keep Senator Bradford's office updated on the project's progress.

Chair Rogers stated that, to his recollection, there was no deadline for the project. Ms. Choi responded that there is a deadline of five years.

Commissioner Bettencourt asked if the five-year deadline referred to when funds must be accessed or spent. Ms. Choi confirmed that it was to complete spending the funds, noting that the money had already been received.

Ms. Choi notified everyone that further discussions would be needed and recommended scheduling a special meeting in October. As this would allow sufficient time for the Commissioners to review the guidelines and provide feedback, with the aim of presenting them to the City Council either by November or, by the end of the year to initiate the program implementation process. She informed everyone that the information would be sent via email to all Commissioners.

Ms. Choi continued to provide details about the draft guidelines, explaining that the other sections focus on property ownership and eligibility requirements. Based on feedback from the City Council, the emphasis is on the overall design of Gardena Boulevard to ensure uniformity and a modern design.

Ms. Choi mentioned that the color palette presented has been approved by the council for residential programs. She also informed the Commissioners that they would need to narrow down the color options to present to the Council.

Chair Rogers asked whether business owners would have the opportunity to choose their preferred colors, as he understood that the commission would select the colors to maintain uniformity. Ms. Choi confirmed that this is a possibility, noting that GEBAC would choose a brighter color for the top and a darker color for the bottom, without limiting the City Council options, as the guidelines and color scheme will ultimately be adopted by the Council.

Chair Rogers expressed a desire to know whether businesses should have the option to choose their own colors after the color scheme has been narrowed down. Ms. Choi responded that once the color scheme is selected, it will be presented to the business owners. Chair Rogers suggested that the Commissioners aim to agree on a color scheme by the time of their next meeting in October.

Ms. Choi continued by outlining the program guidelines, briefly explaining the application process, the grant agreement, the selection process, insurance requirements, contractor selection, and the payment process for contractors. She emphasized that business owners must provide authorization to participate in the program and noted that the city would supply a list of pre-approved contractors qualified to perform the work outlined in the guidelines.

Chair Rogers remarked that he could not imagine any business owner declining the program. Ms. Choi expressed hope that this initiative would encourage other property and business owners to make upgrades to their properties.

Chair Rogers and Ms. Choi discussed the future design propose to council that included the archway sign and street intersections design. Commissioner Bettencourt agreed on the future design proposals.

Commissioner Washington inquired if there would be a backup incentive for property owners who choose not to participate in the program and questioned why property owners are not the main target for the program, since they ultimately make the decisions. Ms. Choi clarified that property owner approval is indeed required to participate in the program. Chair Rogers shared his perspective as well.

There was a discussion that included Chair Rogers, Commissioners Washington, Bettencourt, Kanhan and Shemirani, and Ms. Choi covering the outreach process to both the property and business owners; program participation; and non-participation from owners; the potential loss in business and revenue from existing business if the property owner chooses not to participate in the program; and mutual benefit for property and business owners.

Commissioner Bettencourt raised concerns about potential issues that might arise during the construction phase. Ms. Choi explained that a pre-inspection would be conducted with the property and business owners to identify any structural issues to determine if the property can participate in the program. She noted that not all businesses need to participate in all three programs but hopes that they take advantage of the programs being offered. Chair Rogers provided his input on the matter.

Commissioner Bettencourt asked whether each program would be independent, specifically if businesses could opt out of painting but participate in awning and signage improvements. Ms. Choi replied that it would be up to the Commission and require council approval. She added that some businesses may not need to engage in all three programs, and these cases would be handled individually, and this option can be added to the guidelines. Chair Rogers concurred with Ms. Choi. Ms. Choi further explained that some businesses might require more funding than others due to the building size, which is why a specific funding amount cannot be predetermined, as suggested by Michael Baker. Commissioner Shemirani inquired if the city would cover any expenses exceeding the grant amount. Ms. Choi responded that no additional funds would be provided, explaining that the grant amount is strictly enforced and detailing the three-way contract process. Chair Rogers confirmed that the funding would only be for facade improvements.

Commissioner Bettencourt emphasized the importance of inspectors conducting a walkthrough of businesses to identify any issues without putting owners in a position

that requires them to address code violations to participate in the program. Ms. Choi clarified that the program is not intended to identify code violations but that if any are found, property owners would be informed. However, any identified safety concerns must be addressed. She added that one of the concerns raised during community outreach was about window coverage. She informed everyone that window coverage regulations can be implemented in the guidelines for all participants because the city has a code requirement for window coverage, stating that 25% of windows can be covered. This means that 75% of the window areas must remain unobstructed for safety reasons. Chair Rogers acknowledged that the concerns being discussed would be addressed by the consultants. Ms. Choi confirmed that he was correct, and that staff aims to include as much relevant information as possible in the draft guidelines to aid the consultants in the process as they will be making their own recommendations.

Ms. Choi concluded by stating that the draft guidelines would need to be reviewed by GEBAC before being recommended to the City Council, and that the Director would have the authority to make minor changes to the details as necessary.

6.C Discussion of Holding Special Meeting in October 2024

Ms. Choi recommended that a special meeting be scheduled as it would give the Commission an opportunity to review and provide feedback on the draft guidelines and color scheme. She also asked if the Commission would like for staff to make their recommendations on the color scheme. Chair Rogers agreed with Ms. Choi's recommendation.

There was a brief discussion that included the Commissioners and Ms. Choi about the special meeting date. Ms. Choi noted that a specific date was not scheduled during the meeting, and she will reach out to Chair Rogers to schedule the special meeting date in October.

Commissioner Shemirani asked Ms. Choi when she expect for the project to be completed. Ms. Choi replied, within the next five years and explained what needs to be done prior to the completion of the project.

7. **CITY MANAGER COMMUNICATIONS**

No reportable items.

8. **STAFF COMMUNICATIONS**

Economic Development Manager, Jackie Choi announced upcoming city events.

- 1) Employee Recognition, Thursday, September 26, 2024; 11:00 am – 1:00 pm on the City Hall Lawn.

Ms. Choi informed all the Commissioners that they are invited to attend the event, and an email will be sent to them and asked if they can confirm their attendance.

- 2) Food, Wine, and Brew Festival, Saturday, September 28, 2024; 12:00 pm – 7:00 pm on the City Hall Lawn.

Ms. Choi noted that GEBAC Commissioners can receive two general admission tickets for this event and if anyone is interested in attending to please confirm with staff.

9. COMMISSIONER COMMUNICATIONS

- 1) CHAIR ROGERS – No items to report.
- 2) COMMISSIONER BETTENCOURT – No items to report.
- 3) COMMISSIONER KANHAN – No items to report.
- 4) COMMISSIONER SHEMIRANI – No items to report.
- 5) COMMISSIONER MORITA – He asked whether the City Council had requested a quote for the archway signage.

Chair Rogers responded that the City Council expressed interest in the signage

Ms. Choi added that there was a discussion about potentially obtaining quotes, but they did not give GEBAC a direction to get quotes.

- 6) COMMISSIONER WASHINGTON – No items to report.

10. ADJOURNMENT

Chair Rogers adjourned the meeting at 12:37 PM

SUBMITTED:

APPROVED BY:

Jackie Choi, Liaison

Steve Rogers, Chair



CITY OF GARDENA

**GARDENA BOULEVARD
COMMERICAL FAÇADE
IMPROVEMENT PROGRAM**

PROGRAM GUIDELINES

November 2024

SECTION I - OVERVIEW OF PROGRAM

A. Purpose, Goal and Objective of Program

The purpose of the Commercial Façade Improvement Program (“Program”) is to provide financial assistance to property and business owners with the renovation of commercial buildings and structures along Gardena Boulevard between Vermont Avenue and Budlong Avenue (“Target Areas”).

The goal of this program is to facilitate commercial revitalization; stimulate private investment; upgrade the physical image of the City; and generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics of the Target Areas with enhancements in design, color schemes and building facades through the use of the 2022 State Budget Earmark received by the City of Gardena.

The program objective is to provide financial assistance to property or business owners to make listed facade improvements and correct certain code violations to commercial buildings and to revitalize the Gardena Boulevard.

B. Source of Funds and Relationship with Grantor

The source of funds for this program is the City through the 2022 State Budget Earmark. As a disbursing agent for these funds, the City will provide administrative services for the Program activities. As such, the City staff with the assistance of a Program Consultant, will be marketing the Program by utilizing the City website, social media, and City’s seasonal brochure. Flyers and informational pamphlets will be distributed to potential program applicants. Additionally, a Program Consultant will be processing and packaging all improvement grants for the Program, performing on-site inspections, and acting as a quality control agent relative to Program activity. The City has established policies and procedures to conform with Federal, State, and local rules and regulations.

C. Types of Assistance Available

Assistance shall be available to eligible property owners, within the eligible areas, in the form of a grant. The City’s staff will review each application to assure that the Improvement work proposed will accomplish the goals set by the City. All grants will require majority approval by the City staff to obtain assistance.

Grant assistance shall be available to eligible commercial property and/or business owners who meet the requirements of Section II and III. Grants shall be provided as follows:

If the City provides all the project funding without a match from the applicant, the maximum grant shall be up to \$30,000.

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- Grant – This grant provides the amount up to TRhirty Thousand dollars (\$30,000) for commercial building façade improvements with no match requirement. Projects must be completed within 6 months of Building Permit issuance.

Additional grant funds may be awarded on a case-by-case basis, if needed to comply with required compliance (i.e., ADA requirements) and approved by the Director of Community Development.

Program funds may also be used to pay for architectural services, City planning entitlement processing, and building plan check and permit fees associated with the Improvement work proposed under the Program. If the applicant withdraws their application for assistance or fails to implement the Improvement within 90 days after funds are used for payment of architectural services, and/or City application fees, the applicant shall be required to reimburse the City for all funds paid to the architect and/or City.

SECTION II - APPLICANT ELIGIBILITY REQUIREMENTS

A. Property Ownership

The applicant(s) must be either the current commercial property owner(s) or the current business owner(s) (tenant) to be eligible for Program assistance. Individuals, partnerships, corporations, nonprofit corporations and other legal entities may apply for assistance. The existing grant deed must list all current owners of the property. Property owner(s) shall be construed to be any person(s) or legal entity that holds title to the subject property. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on title to give written consent to all work proposed to be performed on the property prior to initiating such work.

If both the property owner and business owner (tenant) apply for participation in the Commercial Façade Improvement Program, the owner of the property will have priority over the business owner.

B. Utilization

As a result of participating in this Improvement program, it must be adequately demonstrated that the subject property will continue to be utilized for commercial purposes as provided by the City's adopted Land Use Element and Zoning Ordinance.

C. Program Exclusions

The following businesses are not eligible to receive Program assistance: residential rental buildings (apartments), unless connected to mixed use building, home-based businesses, structures not facing the public right-of-way, and banks.

SECTION III - PROPERTY ELIGIBILITY REQUIREMENTS

A. Eligible Area under the Program

To be eligible for the Program, the property to be rehabilitated must be located within the City limits of the City of Gardena.

B. Minimum Property Improvement Standards

All work performed under the provisions of this Program shall meet all applicable standards contained in the City's adopted zoning ordinance, local building and safety codes, and the Uniform Building Code and such other codes as designated by the Planning Department and Building and Safety Department. The City's Municipal and Zoning Ordinance can be viewed on the City's web site at <https://www.codepublishing.com/CA/Gardena/>.

C. Eligible Structures

Buildings or structures eligible for Improvement under this Program must be commercially zoned and developed for uses permitted by the local regulations. Non-conforming commercial buildings and uses may be assisted if the City finds that such assistance will be in the public's interest and consistent with local regulations and ordinances.

To be eligible for the Program assistance, the property to be rehabilitated must be located in Gardena and meet the following requirements:

- Commercial building must be dilapidated or blighted
- Storefront must be visible from the street

D. Improvement Program

The funds will be used for the improvement of the exterior of the commercial building. Façade Improvement elements include:

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- Paint Program: Colors must include a base color and one accent color for each building. Colors must be selected from the approved color palette, Exhibit A, adopted by the Program Guideline.
 - Signage Program: Pre-design will be provided for the blade signage.
 - Awnings Program: Pre-design will be provided for the awning.

Program assistance may, at the discretion of the City, be used for Building Code violations and American with Disabilities Act (ADA) compliance requirements as identified by the City. ADA compliance must be met prior to project completion.

All improvements must be physically attached to the property and permanent in nature. City staff will recommend specific improvements based on site analysis or architectural design recommendations. Applicants must incorporate two or more eligible improvement elements. Only improvements made to the street-facing portion of the building are eligible.

Additionally, to participate in the Program, all non-permitted signage on the property to be rehabilitated, whether on the building or a pole/free standing sign, must be brought up to compliance with the City's Municipal Code and maintained in conformance with the Sign Ordinance of the City.

E. Permit and Entitlement Fees

In addition to the eligible direct construction costs, grant funds may be used to pay Building Department plan check and building permit fees; Planning entitlement fees; and any other fee(s) determined by the City to be necessary and directly associated with the commercial Improvement work being performed under this program (see Section I).

SECTION IV – PROGRAM PROCEDURES

A. Applicant Intake and Eligibility Determination

1. Application. Property owners and business owners may apply for program assistance by downloading an application form available online at www.cityofgardena.org or completing an application available at City Hall and submitting such materials to the City of Gardena's Community Development Department. Applications will be reviewed in the order in which they are received. The City will maintain a waiting list for all prospective participants.
2. Verification and Eligibility Determination. The City shall verify all information as necessary. Applicants will be notified in writing regarding eligibility status.

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3. Improvement Feasibility Determination. Once an applicant has been determined to meet eligibility requirements, an initial inspection of the property will be made by the City to determine the extent of any code violations as well as any health and safety issues that need to be corrected pursuant to the provisions of this assistance program.
 4. Processing. As a goal, processing time from the date the City determines that the applicant is eligible for assistance under the Program until a grant is approved or denied shall be ninety (90) days.
 5. Approval and Notifications. Applications shall be reviewed by the City staff to ensure that the information provided is complete and accurate. Once the applicant's application has been deemed complete, the City staff will meet with the applicant to determine the Improvement work that is proposed for the building. The determination will include the site improvements that will be required by the applicant as part of the grant acceptance requirements.

In order to obtain a grant, applicants must meet all property and eligibility guidelines in effect at the time of approval. Applicants will be provided with written notification of approval or denial. The applicant will be required to enter into a Participation Agreement with the City and a separate Construction Agreement with the contractor performing the work.

6. Grant Agreement: The Commercial Façade Improvement Grant Agreement is an agreement between the City and the Property Owner that links the grant documents to the completion of the Façade Improvement Project by the Owner. It is a contract between the City and the applicant setting forth the terms and conditions of the grant of Program funds, specifically:
 - Source of funding.
 - Applicable funding source requirements.
 - Conditions of program eligibility.
 - Amount granted.
 - Basic use of the funds.

Property owner and/or business owner must be aware that Program funds will not be committed or approved by the City until the designated Program representative signs the Grant Agreement.

7. Owners Indemnity: To the furthest extent allowed by law, Property Owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, consultants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and

property damage) incurred by City, Property Owner or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of participation in the Commercial Façade Improvement Program ("Program"). Property Owner's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, consultants or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, consultants or volunteers.

If Property Owner should contract all or any portion of the work to be performed under this Program, Property Owner shall require each consultant and/or contractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of Property Owner's participation in the Program.

8. Insurance: During Property Owner's participation in the Commercial Façade Improvement Program ("Program") and specifically during the course of construction, Property Owner shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by Director of Community Development or his/her designee at any time and in his/her sole discretion. The following policy of insurance is required:

- A. PROPERTY INSURANCE covering the Project premises against all risks of loss at full replacement cost with no coinsurance penalty provision.

Property Owner shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Property owner shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Director of Community Development or his/her designee. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-

renewal, or reduction in coverage or in limits, Property Owner shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the Property Owner's participation in the Program, Property Owner shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The Property insurance policies shall name the City as a loss payee to the extent of the monetary value of the Grant.

Property Owner shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by Director of Community Development or his/her designee in his/her sole discretion prior to City's issuance of the Grant.** Upon request of City, Property Owner shall immediately furnish City with a complete copy of any insurance policy required hereunder, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of Property Owner's participation in the Program.

Any failure to maintain the required insurance shall be sufficient cause for City to terminate Property Owner's participation in the Program.

B. Procurement and Contractor Selection

1. Pre-Bid Meeting. The City shall prepare a bid package including instructions to bidders, work description, and plans. The City shall also schedule an on-site mandatory pre-bid meeting for all projects to review site conditions and provide clarification of proposed scope of work.
2. Procurement. The City shall maintain a list of qualified contractors and subcontractors who have expressed interest in bidding on Improvement work and have been cleared by the State Contractors License Board and are not listed on the debarred, suspended or ineligible contractors list as per 24 CFR part 5. The City will coordinate with the property owner or business owner to obtain at least three (3) estimates from qualified contractors for each Improvement project. The property owner(s) or business owners shall be responsible for obtaining estimates for improvements. Estimates shall be submitted to the City in the prescribed form.
3. Selection. The applicant will make the final contractor selection from among three (3) qualified contractors who submit construction estimates. In case where the applicant desires to award the construction contract to an approved

contractor other than the lowest responsible bidder, the City may set the amount of the award equal to the amount of the bid of the lowest responsible bidder. The applicant shall be responsible for any difference in the cost of construction.

4. Contractor Insurance/License File. The City shall maintain a file for each contractor performing work pursuant to the terms and conditions of this program. The applicant shall obtain these documents and as part of the file shall include the following information:
- A. Contractor's social security number or federal tax ID number;
 - B. Completed W-9 form
 - C. Copies of the contractor's current liability and workers compensation insurance policies in addition to others noted under "Insurance for Contractor" below;
 - D. Copies of the contractor's current California Contractor's License;
 - E. Contractor's certification regarding equal employment opportunity;
 - F. All required Davis-Bacon information and certifications;
 - G. Copy of contractor's City Business License; and
 - H. A list of project sub-contractors (including State Contractors License number) to be used by the General Contractor.

Any contractor with lapsed General Liability and/or Workers Compensation insurance or a valid state contractor's license shall be removed from the job until they are able to provide proof of current insurance and/or license. All contractors shall be required to obtain a City Business License prior to the issuance of a building permit.

5. Indemnity for Contractor. The following will be included in all contractor and subcontractor agreements and required of all contractors under the Commercial Façade Improvement Program:

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend Property Owner, City and each of City's officers, officials, employees, agents, consultants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Property Owner, City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the participation in and performance of work under the Commercial Façade Improvement Program (Program"). Contractor's obligations under the preceding sentence shall apply regardless of whether Property Owner, City or any of City's officers, officials, employees, agents,

consultants or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of Property Owner, City or any of City's officers, officials, employees, agents, consultants or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Program, Contractor shall require each subcontractor to indemnify, hold harmless and defend Property Owner, City and each of City's officers, officials, employees, agents, consultants and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of Contractor's participation in and performance of work under this Program.

6. Insurance for Contractor. The following will be included in all contractor agreements and required of all contractors under the Commercial Façade Improvement Program:

Throughout Contractor's participation in and performance of work under the Commercial Façade Improvement Program ("Program"), Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by Director of Community Development or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

- B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO)

Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

- C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
- D. EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Director of Community Development or his/her designee in his/her sole discretion. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the Director of Community Development or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability (including ongoing operations and products-completed operations), and Automobile Liability insurance policies shall be written on an occurrence form, and name the Property Owner, City, and City's officers,

officials, employees, agents, and consultants as an additional insured as follows:

“The City, its elected or appointed officers, officials, employees and volunteers are covered as additional insureds.”

All such policies of insurance shall be endorsed so Contractor's insurance shall be primary, and no contribution shall be required of Property Owner, City or City's officers, officials, employees, agents, and consultants. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Property Owner, City, and City's officers, officials, employees, agents, and consultants. The coverage(s) shall contain no special limitations on the scope of protection afforded to Property Owner, City and City's officers, officials, employees, agents, and consultants. Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, Property Owner and City require and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Property Owner and City.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by Property Owner and Director of Community Development, or his/her designee in his/her sole discretion, prior to Property Owner's execution of the contract and before work commences.** Upon request of Property Owner or City, Contractor shall immediately furnish Property Owner and City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of Contractor's participation in and performance of work under this Program.

If at any time during Contractor's participation in and performance of work under this Program, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate Contractor's participation in and performance of work under this Program.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Program. The duty to indemnify Property Owner and City shall apply to all claims and liability regardless of whether any

insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of Property Owner, City and City's officers, officials, employees, agents, and consultants in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor, Property Owner and City prior to the commencement of any work by the subcontractor.

7. **Bonds:** Upon the City's request, Contractor shall obtain, pay for and deliver or cause to be obtained, paid for and delivered good and sufficient surety bonds from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California and Treasury-listed, in a form satisfactory to the City and naming the City as Co-Obligee.
- A. The "Faithful Performance Bond" shall be at least equal to 100% of Contractor's estimated construction costs to guarantee faithful performance of the Project, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.
 - B. The "Material and Labor Bond" shall be at least equal to 100% of Property Owner's estimated construction costs to satisfy claims of material supplies and of mechanics and laborers employed for this Project. The bond shall be maintained by Contractor in full force and effect until the Project is completed and accepted by the City, and until all claims for materials and labor are paid, and shall otherwise comply with any applicable provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code.
 - C. The "Bid Bond" shall be at least equal to 10% of the amount set forth in the bid. The bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him/her in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within 15 calendar days after written notice of the award.

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8. Ineligible Contractors. The City and the applicant(s) shall agree not to award any contract for Improvement work, to be paid for in whole or in part with proceeds from a Program grant to any contractor who does not have a valid state contractors license, who cannot produce sufficient evidence of current Workers Compensation and Liability Insurance coverage.

All owner/builders, or any member of the applicant's family, are considered ineligible, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

9. Award of Contract

- a. Notification. The City shall notify the selected contractor of the award of bid and shall establish a date, time and place for the pre-construction conference. The City shall notify, in writing, the non-selected contractors.
- b. Improvement Construction Agreement. The contract, for the approved Improvement work shall be prepared by the City and shall be entered into between the property owner and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with federal requirements. In the event of any dispute arising under this program, the injured party shall notify the injuring party in writing of its intentions as specified in the agreement between the property owner and the contractor.
- c. Private Arrangements. The City cautions the property owner/business owner and the contractor not to enter into "side deals" for additional work or deviations from the approved scope of work.

C. Pre-construction Meeting

Prior to construction, the City will arrange a preconstruction meeting which shall be attended by the contractor, subcontractor(s), if applicable, the property/business owner(s), and representative City staff. The purpose of this meeting is to explain all applicable requirements including Labor Standard Requirements), explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents.

D. Start of Construction

No work shall commence until a **"Notice to Proceed"** has been issued to the contractor, signed by the property owner(s) and the City. In addition, no work shall commence until all required permits have been issued by the City's Building and Safety Department.

E. Contractor Payments

1. Inspections. To ensure the integrity of the authorized work, the Program Inspector shall conduct site inspections prior to the issuance of progress payments and prepare detailed inspection reports which identify any deficiencies in a contractor's materials or workmanship. The Program Inspector shall make regular and/or unannounced inspections of work-in-progress to identify the quality of the work and assess owner satisfaction. The building inspector shall conduct inspections to ensure compliance with Local Building Code.
2. Payment Request Packages. The Contractor shall submit payment request packages to the City in the prescribed format. All requests shall be signed by the contractor, property/business owner(s), and the Program Inspector, certifying that the work has been satisfactorily completed. All pertinent invoices, releases, certifications, warranties, list of subcontractors and materialmen, and copies of applicable permits shall be attached to the payment request. Final payment request shall also include the property/business owner's certification of acceptance, Building and Safety Department sign-off, and a Notice of Completion. Payment request packages shall be submitted to the City for approval. Progress payments will be paid for 90% of the job costs. The final payment for the 10% retention shall be paid 30 days after the Notice of Completion has been recorded.

F. Applicant Complaint Resolution Process

The City shall maintain a complaint log, documenting the date and nature of any project complaint, and corrective actions taken by City staff to resolve the matter. Complaints concerning the Program should first be made to the Program Administrator. If unresolved to the satisfaction of the applicant, an appeal may be made, in writing, to the Community Development Department.

The City will contact the property/business owner and attempt to resolve the problem. A written response will be made within ten (10) working days. If the problem cannot be resolved, it will be presented to the Director of Community Development for review and consideration. The decision of the Community Development Director shall be final.

G. Applicant Responsibilities

1. Property Maintenance. The property/business owner(s) is/are responsible for property maintenance during the Improvement work (contractor is responsible for keeping the property clean of all construction material). The property/business owner(s) is/are responsible for ensuring that the

Improvement work is not impeded because of their actions or the actions of their tenant(s). The City shall require the contractor and his/her employees to provide adequate pedestrian and property protection at the construction site.

2. Property Tax Bills. Current property tax bills for the subject property must be current. The property owner(s) is/are responsible for ensuring that the property taxes are current. The City will verify that the property taxes for the property are current. If the property's tax statement indicates a delinquency, at the time of the Program application, the City shall not proceed with grant processing until it is supplied with a Certificate of Redemption from the Los Angeles County Tax Assessor's Office or other appropriate documentation of proof of payment.
3. Notice of Completion: The property owner(s) is/are responsible for signing a Notice of Completion prepared by the City and the City is responsible for filing the Notice of Completion within 10 days of the completion of the work.

SECTION V - MISCELLANEOUS PROGRAMMATIC REQUIREMENTS

A. Bonus, Commission or Fee

The applicant shall not pay any bonus, commission or fee, for the purpose of obtaining approval of the grant application, or for any other approval or concurrence as may be required by the City pursuant to the provisions of this Program.

B. Conflict of Interest

No Program assistance will be provided to any member of the governing body of the City or any designee of the City, or the City of Gardena, who exercises any authority or responsibilities in connection with the administration of this program. No member of the aforementioned organizations shall have any interest, direct or indirect, in the proceeds from the Commercial Façade Improvement Program or in any contract entered into by the applicant for the performance of the work, financed, in whole or in part, with the proceeds of the grant.

C. Disclosure of Information

The City is a public entity and information or records (with the exception of financial information which falls under Government Code section 6250 (c), and section 7460 et seq.) submitted or released to the City by the applicant may be considered public records and subject to disclosure under the Public Records Act, Government Code section 6250 et seq.

D. Equal Opportunity Policy

The City shall not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting applications and processing Program applications; or the awarding of a contract for Improvement of property assisted by this Program.

E. Fire and Flood Insurance Requirements

Applicants are obligated to carry sufficient fire insurance coverage on the subject property to be rehabilitated under the provisions of this Program. Prior to any grant assistance, minimum fire insurance coverage shall be provided in an amount which is equivalent to the value of the subject building or structure including the proposed Improvement improvements. Uninsured applicants must obtain coverage in the required amount prior to receiving grant assistance. Applicants in a "Flood Hazard Area" will be required to purchase flood hazard insurance.

F. Historic Preservation

In order to comply with section 106, National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and federal guidelines, the City shall prepare a Basic Property Identification Form for all structures to be assisted. Such form shall be accompanied by photographs and shall be submitted to SHPO for review and clearance.

G. Environmental Review:

The California Environmental Quality Act (CEQA) requires that City funds may not be released until the City has certified that a review of the project activities demonstrates that no significant impact on the human environment is likely to occur or that actions have been initiated that would mitigate any potential impacts to the extent practicable.

As such, environmental forms must be completed and approved prior to releasing funds. A Determination of Categorical Exemption, Statutory Worksheet, and Level of Environmental Review form will generally address anticipated typical commercial rehabilitation activities contemplated under the Program. Staff shall ensure that appropriate documentation is prepared and signed by the City's authorized official prior to the commitment of Program funds. Copies of the environmental review documentation shall be maintained in the project file.

H. Substitution of Contractor

In the event that the selected contractor shall fail or refuse to complete the work, in a professional and workman like manner, as set forth in the Improvement Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the property owner(s) may terminate the Improvement Construction Contract, upon providing proper notice, to such contractor. The City shall assist the property owner(s) in completing the necessary

termination document(s) as needed. No further Improvement is to commence until an agreement releasing the original contractor from his/her contractual obligations, is on file with the City, and a new contract is signed between the substitute contractor and the property owner(s).

1. Non-commencement by Original Contractor. The owner shall notify the City, by means of a registered letter, indicating that the original selected contractor will not be performing the Improvement work and the reason(s) why a substitution of contractor has been requested. Both the property owner(s) and the original contractor's signatures are required on this document. The property owner shall obtain additional bids from contractors willing to perform the Improvement work. A new Improvement Construction Contract Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the Purchasing Department and appropriately signed.
2. Noncompliance by Original Contractor. The owner shall notify the City, by means of a registered letter, indicating that the original selected contractor has not complied with the terms of the agreement and that a substitution of contractor is being requested. Both the property owner(s) and the original contractor's signatures are required on this document. The property owner shall obtain additional bids from contractors willing to complete the Improvement work. A new Improvement Construction Agreement Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed. The City shall inspect the job site and compile a list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor.

A meeting shall be held between the City, the property owner(s) and the original contractor to establish an amount and method of payment for any work which has been completed in accordance with the agreement. Funds withheld from the original contractor shall be identified. Lien releases and invoices from the original contractor and subcontractor(s) shall be provided. The City shall prepare a revised work write-up, based upon the City's inspection findings, which shall contain only those items necessary to complete the job. The property owner(s) shall obtain bids from contractors willing to perform such work, and to the extent possible, ensure that the new contract does not exceed available grant funding. A new Improvement Construction Contract Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed.

I. Davis-Bacon Requirements

In accordance with federal or state regulations, Davis-Bacon and Related Acts (DBRA) requirements apply to the Improvement of all commercial buildings and structures. The applicant will be responsible for ensuring that the requirements are met and that a completed file is available for the City to review and monitor to ensure that all laborers are paid applicable prevailing wages. All cost for conducting the Davis-Bacon requirements can be paid for through

the program proceeds.

J. Department of Industrial Relations (DIR) Requirements

A Contractor who fits within the definition of public works contractor is required to register with the DIR. Registration is required only to bid or work on public works projects that are subject to the prevailing wage requirements of the State of California. Federally funded or assisted projects that are controlled or carried out by awarding bodies in California are subject to the state's prevailing wage laws and therefore require registration.

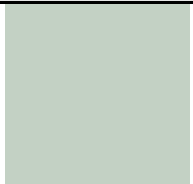
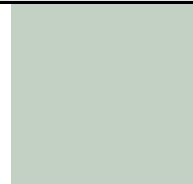
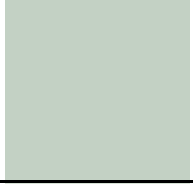
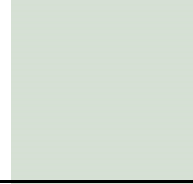
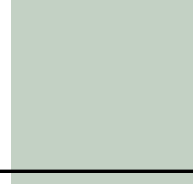
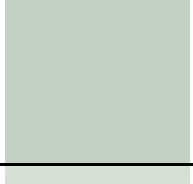
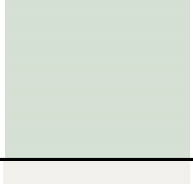
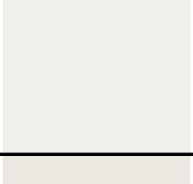
K. Re-Application Requirements

Properties shall be eligible for a one-time grant under the program, irrelevant of change of ownership. Once provided with a grant, the property will no longer be eligible for a grant under the Commercial Façade Improvement Program. Property owners must maintain the property after a facade project has been completed.

SECTION VI - AMENDMENTS

Amendments to the Commercial Façade Improvement Program Guidelines may be made from time to time by the City. Vested authority shall be granted to the Director of Community Development to grant a minor waiver or make minor amendments to these guidelines. All Substantial Amendments to these guidelines shall be approved by the City Council.

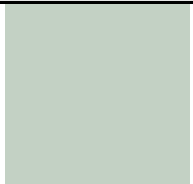
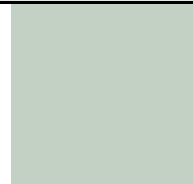
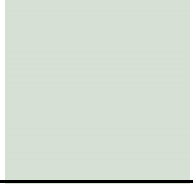
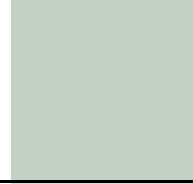
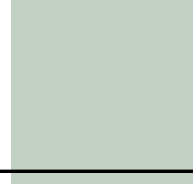
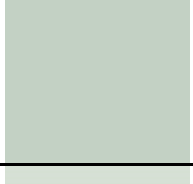
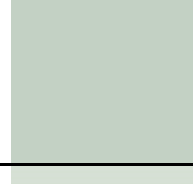
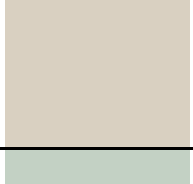
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52	White		GR-W08	Arcade White	
75	Polar Bear		OR-W13	Shoelace	
BWC-06	Solid Opal		YL-W10	Night Blooming Jasmine	
BWC-13	Smoky White		OR-W14	White Veil	
BWC-20	Melting Icicles		13	Cottage White	
HDC-MD-06	Nano White		70	Linen White	
MQ3-32	Cameo White		22	Navajo White	
BWC-30	Diamonds Therapy		23	Antique White	

White

*Color samples viewed through printed or digital media may not accurately reflect the actual paint colors.

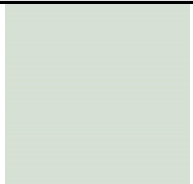
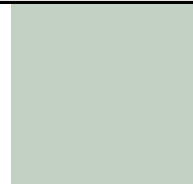
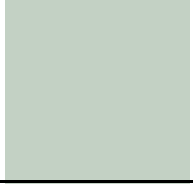
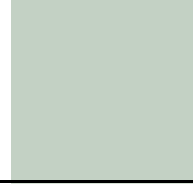
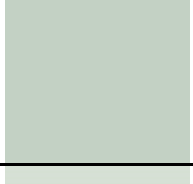
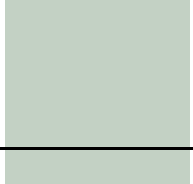
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HDC-MD-08	Whisper White		OR-W05	Almond Milk	
BWC-23	Vanilla Frost		OR-W03	Mannequin Cream	
OR-W11	White Mocha		OR-W04	Nice Cream	
PPU5-11	Delicate Lace		BWC-08	Pebble Cream	
PPU7-11	Cotton Knit		BWC-22	Lambskin	
PPU7-09	Aged Beige		BWC-04	Beach House	
DC-011	Gray Envelope		BWC-03	Lively White	
RD-W15	Cotton Sheets		YL-W07	Smooth Silk	

White

*Color samples viewed through printed or digital media may not accurately reflect the actual paint colors.

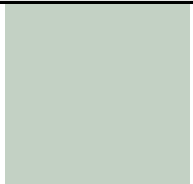
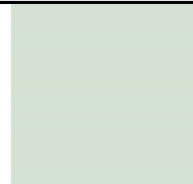
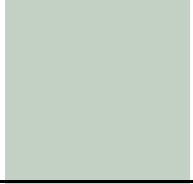
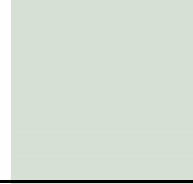
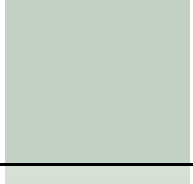
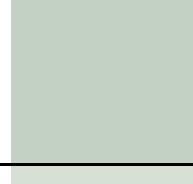
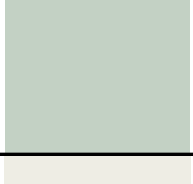
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GR-W14	Coconut Twist		BWC-01	Simply White	
YL-W09	Spun Cotton		OR-W12	Mourning Dove	
DC-012	White Stone		GR-W13	Polished Marble	
BWC-16	Ancient Ivory		GR-W12	Confident White	
PPU7-15	Ivory Lace		BWC-11	Fresh Popcorn	
OR-W08	Coco Malt		PPU7-12	Silky White	
YL-W13	Sentimental Beige		PPU10-13	Snowy Pine	
OR-W15	Sleek White		PPU24-14	White Moderne	

White

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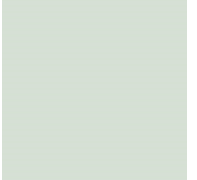
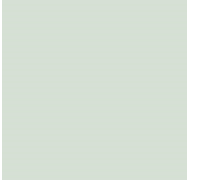
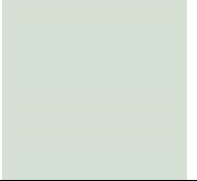
BEHR COLOR GROUP: WHITES

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE	BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
PPU12-12	Gallery White		BL-W09	Bakery Box	
GR-W06	Winds Breath		PR-W10	Swirling Water	
GR-W11	Silver Ash		BWC-12	Vibrant White	
PPU25-12	Minimalistic		BL-W02	Ice Sculpture	
GR-W10	Calcium		BL-W12	Canyon Wind	
GR-W09	Snowfall White		BL-W11	Tinsmith	
GR-W01	White Wool		BL-W8	Frothy Surf	
DC-013	Harmonious White		PR-W14	Bit of Sugar	
BL-W06	Whispering Waterfall		PR-W13	Crystal Cut	

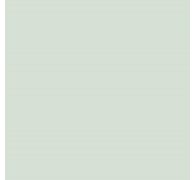
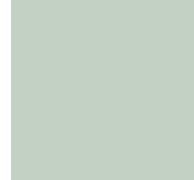
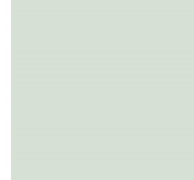
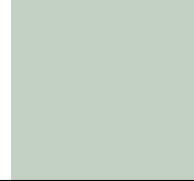
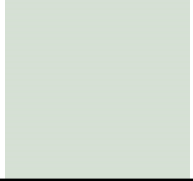
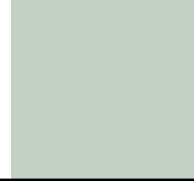
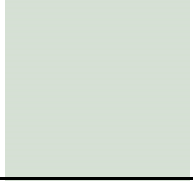
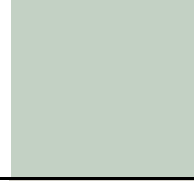
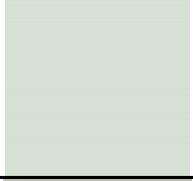
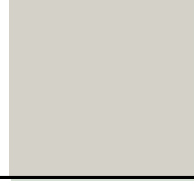
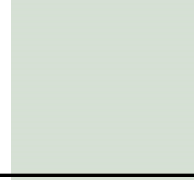
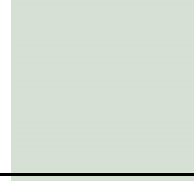
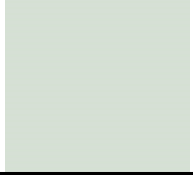
White

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BEHR COLOR GROUP: WHITES

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
RD-W10	New House White	
RD-W05	Moonlit Beach	
PPU5-09	Bleached Linen	

BEHR COLOR GROUP: GREY

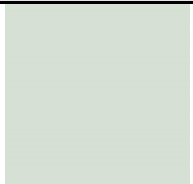
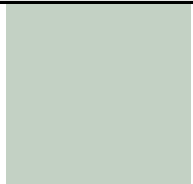
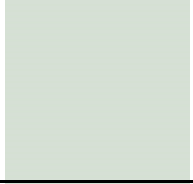
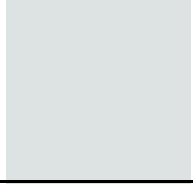
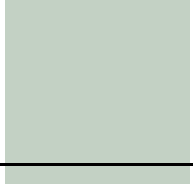
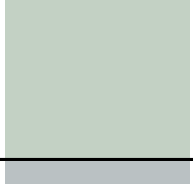
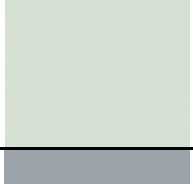
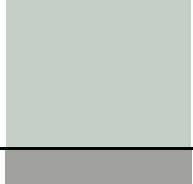
BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE	BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
BWC-29	Silver Feather		PPU25-05	Old Celadon	
MQ2-59	Silver City		PPU24-19	Shark Fin	
HDC-MD-26	Sonic Silver		PPU24-17	Hailstorm Gray	
PPU24-10	Downtown Gray		PPU24-18	Great Graphite	
PPU24-12	Whitewash Oak		PPU25-17	Euro Gray	
PPU25-09	Foggy London		DC-014	Gray View	
MQ6-23	Pumice		PPU25-15	Flipper	
790C-3	Dolphin Fin		710F-4	Sage Gray	
PPU25-08	Heirloom Silver		PPU26-17	Fast as the Wind	

Grey

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Page 6 of 13

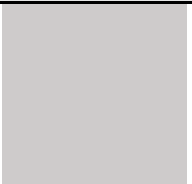
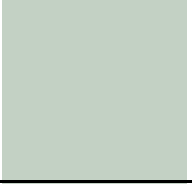
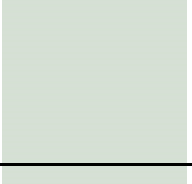
BEHR COLOR GROUP: GREYS

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE	BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
HDC-NT-27	Millennium Silver		PPU26-21	Overcast	
740F-4	Dark Storm Cloud		MQ3-27	Etched Glass	
PPU26-12	Solemn Silence		PPU26-14	Drizzle	
780E - 3	Sterling		PPU18-05	French Silver	
PPU26-16	Hush		PPU26-05	Flint Gray	
PPU26-18	Silver Mine		PPU26-11	Platinum	
MQ5-31	Distant Star		PPU18-11	Classic Silver	
PPU26-19	Chance of Rain		PPU26-06	Elemental Gray	
MQ5-22	Rainmaster		MQ6-22	Gateway Gray	

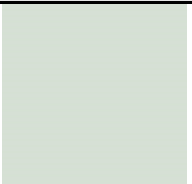
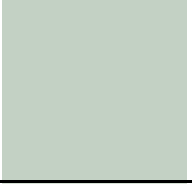
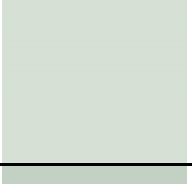
Grey

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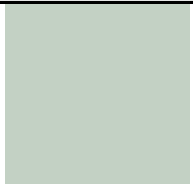
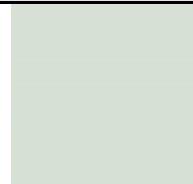
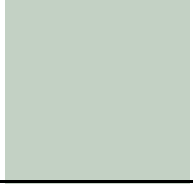
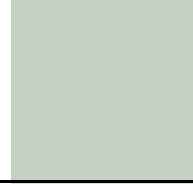
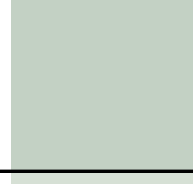
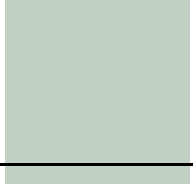
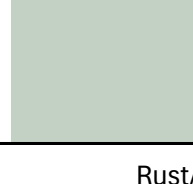
BEHR COLOR GROUP: GREYS

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
MQ3-28	Rock Crystal	
PPU18-10	Natural Gray	
780F-4	Sparrow	
PPU18-14	Cathedral Gray	
PPU26-15	Halation	
PPU26-09	Graycloth	
PPU26-08	Silverstone	
PPU26-07	Smokey Wings	

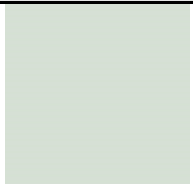
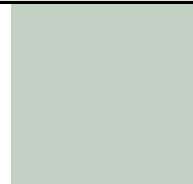
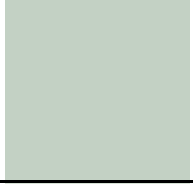
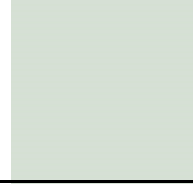
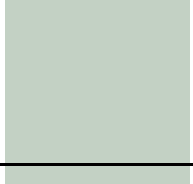
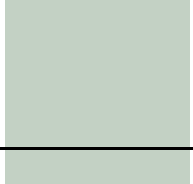
BEHR COLOR GROUP: COLBALT/VIOLET

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
M500-1	Tinted Ice	
M500-2	Early September	
M510-1	Blue Me Away	
M510-2	Life at Sea	
M520-1A	Soft Cloud	
M520-2	After Rain	
M530-1	Ice Drop	
M530-2	Sky's the Limit	

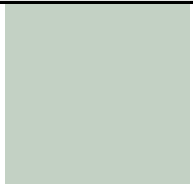
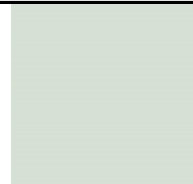
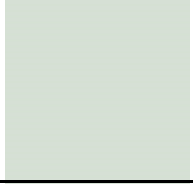
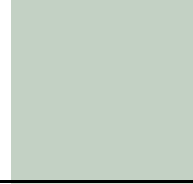
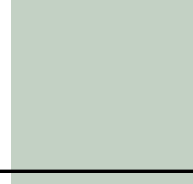
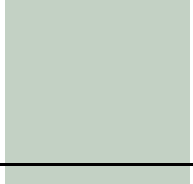
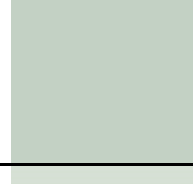
BEHR COLOR GROUP: RUST/BROWN

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE	BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
N180-1	Barely Brown		N210-1	Taupe Tease	
N180-2	Jodhpur Tan		PPU18-12	Graceful Gray	
N180-3	Race Track		N210-2	Cappuccino Froth	
N190-1	Smokey Cream		N220-1	Spun Wool	
N190-2	Stonewashed Brown		N220-2	Ashen Tan	
N190-3	Windrift Beige		N220-3	Smokestack	
PPU18-09	Burnished Clay		N230-1	Castle Beige	
N200-2	Doeskin Gray		N230-2	Old Map	
N200-3	Nightingale Gray		N230-3	Armadillo	

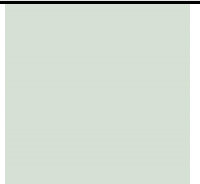
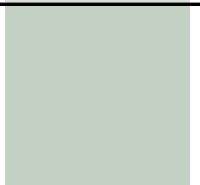
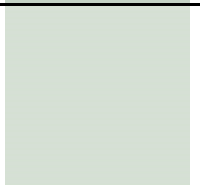
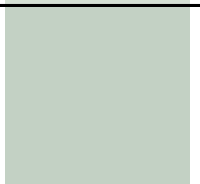
BEHR COLOR GROUP: RUST/BROWN

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE	BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
N240-1	Cascade Beige		S220-1	Autumn Blush	
N240-2	Adobe Sand		S230-1	Buff Tone	
N240-3	Sonoran Desert		S240-1	Crème Fraiche	
PPU5-10	Heavy Cream		S250-1	Macaroon Cream	
N250-2A	Bali Sand				
N250-3	Pottery Wheel				
S190-1	Seaside Villa				
S200-1	Conch Shell				
S210-1	Nutmeg Frost				

BEHR COLOR GROUP: OLIVE/SAGE

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE	BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
S340-1	Lychee		S370-1	Positive Energy	
S340-2	Green Power		S370-2	Feng Shui	
S340-3	Hybrid		S370-3	Sage Brush	
S350-1	Climate Change		S380-1	Moss Mist	
S350-2	Windmill		S380-2	Morning Zen	
S350-3	Washed Olive		S380-3	Urban Nature	
S360-1	Yoga Daze		S390-1	Sounds of Nature	
S360-2	Breathe		S390-2	Spring Valley	
S360-3	Balance Green		PPU11-10	Whitewater Bay	

BEHR COLOR GROUP: OLIVE/SAGE

BEHR CHART NUMBER	BEHR COLOR NAME	COLOR SAMPLE
S400-1	At Ease	
S400-2	Comforting Green	
S410-1	River Mist	
PPU11-13	Frosted Jade	
MQ3-49	Jade Tinge	