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Hawaiian gardens casino owner

Neon beckons drivers on highway 605 to the white-domed casino in Hawaiian Gardens, a city with none of the romance of its name. The casino project, which was to lift out of the small town's poverty in southeastern Los Angeles County, has instead brought crushing debt and heartache. Now, just as the gamblers it hopes will save, Hawaiian Gardens bets on credit, some funded by the casino developer himself, Irving Moskowitz. That's Irving Moskowitz, MD, international prominent-enemy of Israeli-Palestinian peace and kingpin of Hawaiian Gardens. Before Moskowitz ventured into casino gambling, he made a fortune in the hospital business. His first venture in Hawaiian Gardens was the local hospital. Much of Moskowitz's local power stems from a huge bingo hall he runs through his Irving I. Moskowitz Foundation. This should be crunch time for the 72-year-old Moskowitz. A decision on his permanent casino license is imminent - just when the California Joint Legislative Audit Committee (JLAC) has launched a probe into Moskowitz's financial dealings with Hawaiian Gardens. But at City Hall, they say the permit, which must be approved by Attorney General Bill Lockyer, is a foregone conclusion. How this can be is a puzzle game, when, according to a news report, the JLAC is looking into the Hawaiian Gardens Community Redevelopment Agency's funding of the casino. There are questions about whether the funding violates a state law prohibiting investment of redevelopment funds in gambling ventures. For months, the Coalition for Justice encouraged letters to Lockyer asking him not to grant Moskowitz a permit. The letter campaign focused on the questionable use of redevelopment funds for the casino. Letter-writers also expressed concern about the Moskowitz Foundation's bingo exploitation of Latino volunteer workers to generate millions of dollars for organizations that fight Israeli-Palestinian peace far from Hawaiian Gardens. Moskowitz' casino under construction in the mid-1999 Tell-tale document found But now the coalition has obtained something that surely should give Lockyer pause: long sought evidence to support allegations that, just before Hawaiian Gardens ruled the agreement that governs the casino project, a Moskowitz-friendly design was replaced by the official document. The difference between the two documents is huge. For starters, the replacement document knocked Moskowitz's good faith deposit from \$3 million to \$25,000. But potentially even more expensive is some stealth language that could free Moskowitz from the casino tax specified in his city license - the revenue justify the entire project and at least part of the pain it has caused. [Click here to see a .pdf document comparing the two matches.] Small towns are of course attractive to would-be casino operators. But, for the most part the gambling moguls moguls strengthen the finances of the cities. This story is about how a small town of hardworking people got into debt to build a rich man a casino. Kingpin of Hawaiian Gardens It's hard not to notice Moskowitz's presence in Hawaiian Gardens, even if you manage to miss the great Irving Moskowitz Little League banner in the local ballfield. That's opposite the Tri-City Regional Medical Center, which Moskowitz built in 1969, his first local venture. Not far away, the Hawaiian Gardens Food Bank, recipient of most of the bingo proceeds that Moskowitz spends in Hawaiian Gardens, gives food and used clothing to the many impoverished families among Hawaiian gardens' population of 14,800. Abutting the hospital (and sharing the parking lot) stands the bingo hall, where signs remind players the operator is the Irving I. Moskowitz Foundation. Inside, tired-looking immigrant workers move between the long lines of players. They hand out dollar-a-game cards and pick bills for the Irving I. Moskowitz Foundation. The foundation sends millions of those bingo dollars in support of the doctor's causes - most notoriously, the purchase of homes in Palestinian neighborhoods of Jerusalem for the occupation by right-wing Jewish opponents of Israeli-Palestinian peace. If he could get the casino up and down, Moskowitz wouldn't have a handful, but hundreds of millions to spend on derailing the peace process. A block up Carson Street from bingo, amid shabby franchise food outlets and low-rent merchandisers, Moskowitz' poker casino sits far behind a forbidding iron fence. Viewed up close, the dazzle of the casino appears to be lights playing on embers blocks and a shiny white vinyl roof. Moskowitz agents recently evicted and dismantled a popular doughnut shop that clung to the perimeter of the casino (see photo at the end of the story). Moskowitz lives in Miami Beach, lets his lawyers and his two Israeli sons-in-law do his legwork in Hawaiian Gardens. Nevertheless, those who have dealt with the retired doctor say he is a control freak who keeps a close eye on local developments. He phones very often, and he will talk and talk, said former Hawaiian Gardens mayor and Councilwoman Kathleen Navejas, recalling the days before she and the doctor became political enemies. Lupe Cabrera, a member of the current City Council who occasionally deviates from the Moskowitz program, said in a 1999 interview that he expected Moskowitz to run someone against him, spending many times his own typical campaign budget of \$2,000. Two of the councillors elected [in March] were his people, Cabrera said, referring to Petra Prida and Chaidez, who, with Betty Schultz makeup the current Moskowitz majority. And, Cabrera continued, he prepares others to take my place. Cabrera, who was born in Hawaiian Gardens when the place was nothing but a swamp, and who was president of the Chamber of in 1964, when the city recorded, sighed. There is a lot of good history - but ugly politics. The Moskowitz casino project A particularly ugly period of local politics began in 1993, with the development agreement for the project that eventually became Moskowitz's casino. Initially, Moskowitz approached city officials - in their dual roles as directors and staff of the Community Redevelopment Agency (CRA) - with a proposal to build a grocery store on the choice area on Carson Street, just off highway 605. But, according to several former and current city officials, it was widely assumed that the doctor really intended to use the site for a casino. Indeed, in 1989 a member of the City Council wrote his colleagues a memo, saying some of you are upset about the recent meeting I had with Dr. Moskowitz about the development of the 23-acre plot on the northeast corner of Pioneer and Carson, adjacent to a parcel of land owned by the Redevelopment Agency. He wants a card casino on site. Late December 1999: Moskowitz' casino nearing completion Moskowitz owned part of the land, but companies thrived on additional lots that he wanted. Moskowitz asked the CRA to condemn it and sell it to him, says Nelson Oliva, who was the Hawaiian Gardens city manager at the time, and therefore the executive director of the CRA. In interviews with the Coalition and this writer, Oliva recounted how the agency began drafting the deal, known in California as a disposition and development agreement, or DDA. According to Oliva, one of the issues in the negotiations on the DDA was that the current owners of real estate . . . [and their] tenants would be treated appropriately. . . . Assurances were given that the city and the agency would pay them the market value of the property and that their tenants would be treated in a professional manner. They would be protected under California redevelopment laws, which provide certain guarantees to tenants being displaced by redevelopment activity, oliva said. Six years later, some of those entrepreneurs have harrowing stories to tell about their eviction and their long wait, which continues, for the CRA to pay their relocation costs so they can get back into business. But no one knew, back in 1993, when the CRA board members (the city councillors wearing their CRA hats) approved the DDA, how things would turn out. Indeed, very few people even realized that the DDA that they passed was a different document than the DDA the CRA staff negotiated with the Moskowitz organization. That staff-written DDA was generous enough, with the agency charging Moskowitz just 50 percent - \$2.75 million of it paid to acquire the parcels of land. A last-minute switch As Oliva recounts, during an agency meeting, there was a request from one of the agency's members that the agency be allowed to go into emergency session. On a large conference table in the room where she gathered, Oliva continued, was a pile of legal documents. When I went to review these documents - knowing that there was nothing in there prior to starting the meeting - I realized that this was another DDA. Not the one the staff had prepared, not the one who was hammered and negotiated with Beryl Weiner [Dr. Moskowitz's lawyer] and the CRA lawyers and the city attorneys, but another DDA. Oliva continued: [When city attorney] Graham Ritchey says, 'What is this? All of a sudden, Dr. Moskowitz has to have [changes]? We asked them for time to read it, Oliva said. But they weren't supposed to. Graham Ritchey got to take a copy. The CRA directors promised not to discuss the new document, but to talk about something else, Oliva continued. When they came out, Weiner has a box of documents and the vote is taken [to approve] their DDA. Added Oliva: It was conveyed to me by some of the agency's members at the time that this was the agreement that Mr. Weiner and Mr. Moskowitz were comfortable with, and the project would still not be compromised. It would still be developed as discussed and discussed for almost a year. Navejas, then a councillor, confirmed Oliva's account. That's true, and we all voted for it, she said. Because Moskowitz called and called and there was so much pressure, we asked the staff to get out. Asked if he remembers the DDA's being switched on, Ritchey said he was reluctant to probe ancient history because I left Hawaiian Gardens under friendly conditions. He said, I don't remember if that was the case. Julia Sylva, who succeeded Ritchey, said the switch was possible. Two years ago, in a letter to Weiner, Sylva put it stronger: The DDA, she wrote, appears to be an incongruous and hastily drafted document. Lupe Cabrera described the DDA as being compiled by the doctor's lawyer. Absolutely not! Said Weiner, when asked to comment on the alleged switch. However, when the Coalition for Justice obtained and compared a copy of the original DDA, line by line, with the substitute that became the official DDA, some stark differences jumped from the pages. For starters, Moskowitz's good faith deposit required was reduced from \$3 million to \$25,000! [Click here to see the relevant page in the DDA in .pdf format.] Where the original DDA said the CRA would deliver the site to Moskowitz in an ash condition and the parties would split the cost of removing hazardous substances, the replacement DDA required the CRA to take responsibility for hazardous substances at the site. Potentially more serious is a language added to the DDA that seems to allow Moskowitz to challenge the casino revenue tax established in 1995. This language says: [N] either the Agency, nor the city Hawaiian Gardens can at any time . . . [all] real estate or business located on or near the property site on real estate now owned or acquired by Redeveloper [Moskowitz], for greater tax assessments or treatment (including, but not limited to, business license or other taxes) that are located for any other properties or businesses within the city of Hawaiian Gardens, nor can any such tax, assessments or treatment (including, including, business license or other taxes) established for any other properties or businesses within the city of Hawaiian Gardens, nor can any such tax assessments, reviews or treatment (including, including, but not limited to, business license or other taxes) are increased below by a percentage greater than such increases for all other properties and businesses within the city of Hawaiian Gardens. [Click here to see this page of the revised DDA: the key text is red.] Potentially devastating language that can be pretty tame boilerplate language for a supermarket development. But a casino, with all the possible crime, misery, congestion and stigma it brings to a city, is expected to bring millions of dollars to the municipal coffers of those cities willing to tolerate it. The ordinance that allows the casino, which Hawaiian Gardens voters passed in 1995, specified a tax rate of between 10 percent and 13.2 percent of the casino's gross revenue. Moskowitz probably wouldn't want to invoke that little clause. He recently lent the city \$3.5 million, to repay (interest first) from casino revenue. But once the city pays the loan, it may face the devastating prospect of giving the casino a free ride. Compare it to Atlantic City that Donald Trump pays to set up casinos. The substitute DDA also had an attachment calling for the city or the CRA to be responsible for any improvements on and off the site, noted Oliva. Those improvements could include curbs, gutters, street redevelopment, traffic lights, parking improvements. Anything the city or agency would impose as a condition of development to the developer. Obviously, he said, this seemed like a very done deal due to some very strong lobbying efforts behind the staff and technicians' backs. There was not much we could do. The original DDA obtained by the coalition refers to attachments, although they are not connected, so it is impossible to verify whether these conditions were absent from that document. Although no one ever formally disputed the validity of the DDA, the suspicion about the document never waned. In 1999, the Moskowitz organization prevailed on the city council and cra to call a special (and especially inconvenient) early morning meeting to adopt an Estoppel Certificate, a formal, legalistic avowal of the authenticity of the DDA. An amendment to the DDA was adopted in 1994, which further desecrates the taxpayers. Where previously the DDA had shared the cost of deporting the existing businesses on the site, the amendment required the CRA to meet all costs, costs, damages and obligations [Moskowitz]. In addition, the amendment committed the agency to hire Beryl Weiner's law firm to represent the agency and Moskowitz in the eminent domain cases against the companies. The hourly fees for Weiner and other attorneys in his office were specified in the amendment, as was the agency's statement that it was willing to tolerate any conflict of interest Weiner's representation might lead. Whether Moskowitz and Weiner laid the foundations for the casino when they made their intentions clear in 1995, the contractual basis was beautifully prepared. By contrast, the public process that followed was extraordinarily ugly, with recalling elections, lawsuits and pain still to be appeased. A brutal campaign In the months leading up to the special referendum on the casino, Moskowitz began pumping large amounts of bingo proceeds into the city through foundations under his control. The bingo money underwrote a significant portion of the city's costs, including a municipal police force, set up to replace the county sheriff's contract services. (It's hard to say exactly how much of the city's budget Moskowitz subsidized because the city skipped a few years of budget writing.) The casino referendum led to lawsuits, recall elections and enduring bitterness. Over the course of two weeks - and several emergency city council meetings - in August 1995, Nelson Oliva and City Attorney Maurice O'Shea were fired (O'Shea pre-empting the axe by stopping), Navejas was served with a recall, the casino measure went on the ballot and the DDA was amended to drop the language that specified a supermarket. Oliva says he had argued with Beryl Weiner that there was a new deal - no amendment - because the fundamental nature of the project had changed. Such a deal should require that \$3 million be put back, said Oliva, referring to the good faith deposit, whittled down into the substitute DDA. A redrawn deal should also require Moskowitz to pay for all site improvements and half of the eminent domain costs. If it was gaming that Moskowitz was planning as the redevelopment project, Oliva said he told Weiner, taxpayers shouldn't subsidize any of this. Oliva remembers his last negotiating session with Weiner, on August 7th, a Monday. The next night there was a regular meeting of the city council with a routine agenda. But, Oliva said, before the end of the meeting, Mayor Robert Canada began handing out the agenda for a 24-hour emergency meeting. On that agenda was the dismissal of the city lawyer, the dismissal of the administrator and the justice. Oliva said he warned members that Canada's agenda had not been prepared by the city clerk, but was prepared by someone outside the staff and faxed in, so the council should be sure his actions were legal. But at the Wednesday meeting, I was They retained Mr. Ritchey [the CRA's attorney] for five months, and after frustration, he resigned. The project, concluded Oliva, had become a full gambling casino. For reasons that have never become clear, the amendment to the DDA, passed on August 15, 1995, does not explicitly state that the project was to be called a card club, as California casinos. Instead, it was simply called a commercial development of between 50,000 to 80,000 square meters. Moskowitz may eventually come to regret those vague words, which may cost him, retroactively, the CRA grant. One of Hawaiian Gardens's own state assembly representatives, Alan Lowenthal, announced last year that he would investigate whether the agency's spending on Moskowitz's casino was illegal under the 1996 law, called the Isenberg Amendment. This measure prohibits expenditure on the redevelopment of the funds of the employment agencies for gambling institutions contracted after 1 April 1996. Lowenthal, who represents about 70 percent of the Hawaiian Gardens and chairs the Assembly Housing and Redevelopment Committee, said in an interview with this writer: My sense is that amendment was written for Hawaiian Gardens. Moskowitz attorney Beryl Weiner argues that city voters authorized the casino in a November 1995 referendum. Others say the first explicit mention of a casino came long after the cutoff date. Lowenthal said there are serious questions involved and, if he finds the agency used funds illegally, I would be forced to act. No one is above the law. The investigation launched last fall by California's state Joint Legislative Audit Committee may also examine the use of agency funds for the casino. Starting in the fraught month of August 1995, Navejas, Oliva and their allies, backed by three major area casinos, filed a series of lawsuits against Moskowitz, the city and the agency. (The three casinos were the Commerce Club, the Bicycle Club and Hollywood Park, the latter of which tried to apply for a Hawaiian Gardens casino license but was rejected.) Their first action was intended to block the referendum and they convinced a Supreme Court judge to block the measure of the vote because of fraudulent petition collection practices. However, an appeals panel put it back on. The group then complained of blocking the construction of the casino and punishing Moskowitz and the city for alleged illegalities in the referendum and granting the casino's business license (which doesn't expire until 2021). They complained that the special meeting at which three pro-Moskowitz council members fired Oliva and forced O'Shea's resignation was illegal. Their argued that the two were dismissed because they refused to join the . . . Moskowitz's demands and plans. . . . for the casino referendum. The lawsuit alleged that City workers were allowed to campaign for the initiative. . . . about city time and use vehicles and other means; campaign posters were allowed to be plastered on the city grounds, including posting at City Hall. Stratospheric campaign spending The lawsuit also complained about Moskowitz's huge personal expenses for the special elections that were held in the casino referendum. The infusion of cash was one of the factors raising persistent questions about the validity of the election, which legalized casino gambling in Hawaiian Gardens. Indeed, according to campaign expenditure reports, Moskowitz pumped \$561,000 into the contest, gaining the votes of 965 from 1687 that went to the polls. Most of the money was given directly to individual Hawaiian Gardens residents, in amounts ranging from \$100 to several thousand dollars. During the referendum, the plaintiffs claim, [s]ome of the proponents. . . . received thousands of dollars from Moskowitz and his Cerritos Gardens General Hospital Company (which is the landlord for the casino, bingo and hospital). Recipients of Moskowitz's campaign largesse included the wife of a city councilman and several city workers, one of whom, Fred Licon, collected \$11,733.15 for campaign work; A Patty Licon at the same address for Fred got \$5,300. In an affidavit in an unrelated lawsuit, Moskowitz describes Fred Licon as a city employee and during off-hours, he works at one of my projects. During the vote, the lawsuit alleged, casino supporters challenged many voters and told others that they were not on the voter rolls. In July 1997, Navejas and her allies won a reported settlement of \$281,383 from Moskowitz and secret cash payments from the city and the agency. In a letter, Sylva, the ex-city attorney, cites the city's obligation for \$100,000 in legal fees to the plaintiffs' attorney's office for the case. In exchange for the settlement, the plaintiffs had to drop their claims of illegalities around the casino referendum and the DDA. An internal city document used in the settlement discussions shows that city lawyers believed that, if the case went to trial, Hawaii Gardens could be found guilty of several of the plaintiffs' allegations, including violating laws governing open meetings, elections, redevelopment and using public funds for partisan purposes. The document estimated that a trial could result in potential liability and costs of more than \$5 million. Plus, it notes, the city could lose \$5 million a year in card club revenue during disputes that prevented the casino from operating. (The city's budget is currently about \$4 million a year.) While the lawsuit moved by the Navejas mounted recall elections against two Moskowitz loyalists on the council, knocking out one. But in the same election, Moskowitz won his recall of Navejas. In 1997, Moskowitz reported spending \$16,925.00 on the recall of Navejas' ally Rene Flores, who also passed. Managed. 1999: Workers go up building, as Moskowitz casino puts out popular doughnut tribute. A contractor then leveled the building without the required asbestos procedures, prompting the coalition to seek an investigation [see the Coalition Press Release - Jan. 5 2000.] Moskowitz hired gang members to stump for recall votes against Navejas, according to several sources. An Israeli TV crew interviewed one of the recall workers, who called himself Boxer and said Moskowitz had paid him and his relatives \$1,000 each. Boxer. That's his street name, said Nelson Oliva, who added that, as a city manager, he had a good working relationship with local gang members - good enough to keep municipal property graffiti-free. Boxer was one of the main players in the Hawaiian Gardens street gang, Oliva said. Cabrera confirmed that Moskowitz was, of course, using members of the local street gang as election workers. A lot of these guys were criminals, and they couldn't work for the casino. But they were good at campaigning. I hear they pay them \$7 an hour. He added: One of the children [Moskowitz] hired is in prison for killing a black youth during a period of Latino-African-American struggle. According to one source, anti-card club activists hired security personnel to protect against Moskowitz's district hikers. Navejas says she previously employed some of the same young men as part of a bingo-funded gang diversion program - until they fell out with Moskowitz and he stopped the money. Then, she says, he bought the building that housed the program and took her name off it. It's empty today. Four years later and he leaves the lights on every night, she said. The program, which will never resume a range of services to at-risk children and their families. He's very good at playing psychological warfare, Navejas said. Perhaps the cruelest blow was the one put through the arm of the law against Navejas and her ex-husband the day before the casino referendum. As volunteers, the two community food banks, which in the days of harmony, enjoyed Moskowitz' funding. On that November morning, Navejas recalls, investigators from the Los Angeles District Attorney's office swooped down on both houses. The story went out to the media that Carlos Navejas had embezzled money from the food bank. (Such accusations are usually not leaked, let alone formally made, by a disinterested third party with a puckish sense of timing.) No charges have ever been filed. Indeed, no embezzlement was ever claimed. But the DA ignored repeated calls to formally close the case and return seized documents. Documents.

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