

AGENDA



Garden Grove City
Council

Tuesday, October 11,
2016

6:30 PM

Community Meeting
Center, 11300 Stanford
Avenue, Garden Grove,
CA 92840

Bao Nguyen
Mayor

Steven R. Jones

Mayor Pro Tem

Christopher V. Phan

Council Member

Phat Bui

Council Member

Kris Beard

Council Member

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City

Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER BUI, COUNCIL MEMBER PHAN, MAYOR PRO TEM JONES, MAYOR NGUYEN

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. Community Spotlight: Recognition of both the Garden Grove High School and the Santiago High School Boys' Soccer Teams for making it to the CIF State Regional competition.
- 1.b. Community Spotlight: Recognition of Channel 3 for their Award of Excellence from the National Association of Telecommunications Offices and Advisors (NATOA).

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

3. WRITTEN COMMUNICATIONS

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 4.a. Authorize the issuance of open purchase orders to Econolite Control Products and JTB Supply Company, Inc. traffic control products for Fiscal Year 16-17. (Cost: not to exceed a total of \$130,000) *(Action Item)*
- 4.b. Adoption of a Resolution amending the Conflict of Interest Code pertaining to designated positions and disclosure categories. *(Action Item)*

- 4.c. Authorize the Issuance of a purchase order to Wondries Fleet Group for the Purchase of Eight (8) Police Vehicles. (Cost: \$241,030.96) (*Action Item*)
- 4.d. Authorize the issuance of a purchase order to National Auto Fleet Group for Two (2) Pickup Trucks. (Cost: \$51,992.50) (*Action Item*)
- 4.e. Approval of an Amended and Restated License Agreement with Arena Soccer Parks, Inc. for the operation of the outdoor soccer facilities at Garden Grove Park. (*Action Item*)
- 4.f. Receive and file minutes from the September 13, 2016, meeting. (*Action Item*)
- 4.g. Approval of Warrants. (*Action Item*)
- 4.h. Approval to waive full reading of Ordinances listed. (*Action Item*)
- 5. PUBLIC HEARINGS
(*Motion to approve will include adoption of each Resolution unless otherwise stated.*)
- 6. COMMISSION/COMMITTEE MATTERS
- 7. ITEMS FOR CONSIDERATION
 - 7.a. Approval of an agreement with 911 Vehicle for police patrol vehicle equipment changeovers. (Cost: \$450,000 for 3 years) (*Action Item*)
 - 7.b. Adoption of a Resolution approving a Purchase and Sale Agreement and Joint Escrow instructions between the City of Garden Grove and BN Group, LLC for real property located at 13650 Harbor Boulevard, Garden Grove. (*Action Item*)
- 8. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION
 - 8.a. Ordinance No. 2873 presented for second reading and adoption entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING CHAPTER 8.61 TO THE GARDEN GROVE MUNICIPAL CODE RELATING TO FALSE FIRE ALARMS (*Action Item*)
- 9. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
- 10. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, October 25, 2016, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, CA.

HAPPY BIRTHDAY MAYOR PRO TEM JONES

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of open purchase orders to Econolite Control Products and JTB Supply Company, Inc. traffic control products for Fiscal Year 16-17. (Cost: not to exceed a total of \$130,000) (<i>Action Item</i>)		
		Date:	10/11/2016

OBJECTIVE

For City Council to authorize a \$55,000 open purchase order with Econolite Control Products (Econolite); and a \$75,000 open purchase order with JTB Supply Company, Inc. (JTB Supply) for the purchase of traffic control products.

BACKGROUND

Current purchasing policy requires competitive bidding for supply and equipment purchases exceeding \$1,999. Moreover, "open" orders are used for various categories of items, such as hardware, electrical supplies and minor equipment when the required individual items or quantities cannot be determined in advance. Due to the nature of traffic control day-to-day operations, specifically, staff's obligation to respond rapidly to traffic signal outages, pole knockdowns, etc., Traffic Engineering is requesting open purchase orders with these suppliers. Additionally, only two traffic signal electricians maintain all 137 traffic signals and 600 city-owned street lights, therefore, streamlining the purchasing process will enable staff to conduct operations more timely and efficiently.

DISCUSSION

Econolite controllers exclusively support the City's traffic signal system. These devices are located at each signalized intersection and are housed in an aboveground cabinet. The controllers ensure proper timing and coordination of all red, green, and yellow signal phases as well as pedestrian movements. Econolite controllers have proven reliable and have kept traffic flowing safely and efficiently throughout the City. No other systems can be used in conjunction with the City's traffic signal

system.

JTB Supply provides traffic signal hardware from seventeen (17) manufacturers, offering competitive pricing for most of their products. JTB Supply provides rapid turnarounds on our most urgent requests, and their nearby distribution center in the City of Orange, allows our traffic signal electricians to pick up any emergency orders almost immediately.

FINANCIAL IMPACT

There is no impact to the General Fund. The cost for the purchase orders is fully covered in the Fiscal Year 2016-17 Traffic Signal Maintenance Budget in an amount not to exceed a total of \$130,000.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a Purchase Order to Econolite Control Products, in the amount not to exceed \$55,000, to purchase Econolite controllers; and
- Authorize the Finance Director to issue a Purchase Order to JTB Supply Company, Inc., in the amount not to exceed \$75,000, to purchase traffic control products.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kathy Bailor
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Resolution amending the Conflict of Interest Code pertaining to designated positions and disclosure categories. (<i>Action Item</i>)		
		Date:	10/11/2016

OBJECTIVE

For the City Council to adopt a Resolution relating to the City's Conflict of Interest Code for designated positions.

BACKGROUND

The City adopted a Conflict of Interest Code on April 14, 1997, that incorporated the Model Conflict of Interest Code established by the California Fair Political Practices Commission. The Code requires biennial review on even-numbered years, and the last review and adoption by the City Council was in 2014.

DISCUSSION

Due to reorganization and position title changes within the past two years, there are revisions to the list of designated officials and employees required to file statements of economic interest.

FINANCIAL IMPACT

There is no financial impact to the City by this action.

RECOMMENDATION

It is recommended that the City Council:

- Rescind Resolution No. 9261-14; and
- Adopt the attached Resolution amending the Conflict of Interest Code pertaining to designated positions and disclosure categories.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	9/27/2016	Backup Material	10-11- 16_2016_GG_Conflict_of_Interest_Code_Resolution.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF GARDEN GROVE
PERTAINING TO DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES AND
RESCINDING RESOLUTION NO. 9261-14

WHEREAS, pursuant to the provisions of the Political Reform Act and Government Code Section 87300, et seq., the City adopted a Conflict of Interest Code on April 14, 1997, incorporating the Model Conflict of Interest Code promulgated by the California Fair Political Practices Commission, Title 2 California Code of Regulations, Section 18730, by adoption of Resolution No. 7951-97;

WHEREAS, amendments by the Fair Political Practices Commission (FPPC) to the model conflict of interest code are automatically applicable to the City by virtue of the City's adoption of the model conflict of interest code; and

WHEREAS, it is necessary to update the list of designated positions and disclosure categories pertaining to officials and employees subject to the City's Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The City of Garden Grove does hereby adopt the list of designated employees and disclosure categories pursuant to Exhibits "A" and "B" attached herein and made a part hereof by this reference. Said Exhibits shall replace Exhibits "A" and "B" of Resolution No. 7951-97 pertaining to the designated officials and employees and the disclosure categories of the City's Conflict of Interest Code. A copy of the Model Code, FPPC Regulation 18730 as last amended by the Fair Political Practices Commission and effective January 1, 2015, is attached for reference as Exhibit "C."

Section 2. Resolution No. 9261-14 is hereby repealed.

EXHIBIT "A"

CONFLICT OF INTEREST CODE FILINGS

DESIGNATED OFFICERS AND EMPLOYEES

<u>DEPARTMENT/POSITIONS</u>	<u>CATEGORY</u>
<u>CITY ATTORNEY*</u>	
Assistant City Attorney	1 & 2
Deputy City Attorney	1 & 2
<u>CITY MANAGER*</u>	
Assistant City Manager	1 & 2
Deputy City Manager	1 & 2
Deputy Director	1 & 2
City Clerk	1 & 2
Deputy City Clerk	6
Housing Supervisor	2, 3, 4 & 5
<u>COMMUNITY & ECONOMIC DEVELOPMENT</u>	
Building Official	2, 3, 4 & 5
Community & Economic Development Director	1 & 2
Economic Development Division Manager	2, 3, 4 & 5
Permit Center Supervisor	2, 3, 4 & 5
Plan Check Engineer	2, 3, 4 & 5
Planning Services Manager	2, 3, 4 & 5
Senior Administrative Analyst	2, 3, 4 & 5
Senior Planner	2, 3, 4 & 5
Senior Program Specialist	2, 3, 4 & 5
Senior Project Planner	2, 3, 4 & 5
Supervising Building Inspector	2, 3, 4 & 5
<u>COMMUNITY SERVICES</u>	
Community Services Director	1 & 2
Division Manager	6
Community Services Supervisor	6
Senior Program Specialist	2, 3, 4 & 5
<u>CONSULTANTS**</u>	

FINANCE

Finance Director	1 & 2
Accounting Supervisor	5
Business Tax Supervisor	3, 4 & 5
Division Manager	3, 4 & 5
Principal Administrative Analyst	3, 4 & 5
Senior Real Property Agent	2, 3, 4 & 5
Senior Risk Management Supervisor	3, 4 & 5
Senior Program Specialist	3, 4, & 5
Utilities Revenue Supervisor	3, 4 & 5

FIRE

Fire Chief	1 & 2
Fire Division Chief	2, 3, 4 & 6
Public Safety Fiscal Analyst	3, 4 & 5

HUMAN RESOURCES

Human Resources Director	1 & 2
Division Manager	5

INFORMATION TECHNOLOGY

Information Technology Director	5
Information Systems Manager	6

POLICE

Police Chief	1 & 2
Police Captain	6
Public Safety Fiscal Analyst	3, 4 & 5

PUBLIC WORKS

Assistant Engineer	3, 4 & 5
Associate Engineer	4 & 5
City Engineer	3, 4 & 5
Construction Inspector	4 & 5
Custodial Supervisor	4 & 5
Division Manager	4 & 5
Environmental Services Manager	3, 4 & 5
Principal Administrative Analyst	3, 4 & 5
Project Engineer	4 & 5
Public Works Director	1 & 2
Public Works Foreman	4 & 5
Public Works Supervisor	4 & 5
Senior Administrative Analyst	2, 3, 4 & 5
Senior Civil Engineer	3, 4 & 5
Senior Program Specialist	2, 3, 4 & 5
Traffic Engineer	3, 4 & 5

COMMISSIONS/BOARDS

Main Street Commission Members	2, 3, 4 & 6
Housing Authority Board Members	2, 3, 4 & 6
The Oversight Board for the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development	1, 2

*Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq.; therefore, they are not included as designated positions in this Exhibit.

**Consultants, as defined below, shall disclose pursuant to categories 1 & 2 subject to the following limitations: The City Manager may determine in writing that a particular consultant, although meeting the definition below, is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described herein. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the City Manager is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of the Conflict of Interest Code.

"Consultants" are defined pursuant to FPPC Regulation 18701(a)(2), as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
5. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code Section 87302.

EXHIBIT "B"

DISCLOSURE CATEGORIES

CATEGORY 1:

All investments, business positions, and sources of income.

CATEGORY 2:

All interests in real property within the City or within 500 feet of the City's boundaries.

CATEGORY 3:

All investments, business positions, and sources of income subject to the regulatory, permit, or licensing authority of the designated official's commission or employee's department.

CATEGORY 4:

Investments in business entities, business positions, and sources of income, which engage in land development, construction or the acquisition or sale of real property.

CATEGORY 5:

Investments in business entities, business positions, and sources of income of the type, which provide services, supplies, materials, machinery, or equipment utilized by the City.

CATEGORY 6:

Investments in business entities, business positions, and sources of income of the type which provide services, supplies, materials, machinery, or equipment utilized by the designated official's commission or employee's department.

EXHIBIT "C"

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹ Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal. (8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

1. Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

2. See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4. Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5. A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6. Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2)

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the Issuance of a purchase order to Wondries Fleet Group for the Purchase of Eight (8) Police Vehicles. (Cost: \$241,030.96) (<i>Action Item</i>)		
		Date:	10/11/2016

OBJECTIVE

To secure City Council authorization to purchase eight (8) new police patrol vehicles from Wondries Fleet Group through the County of Los Angeles Purchase Order #16361257-1.

BACKGROUND

The Police Department has several patrol vehicles that currently meet the City's guidelines for replacement. In order to perform the planned replacements, the purchase of eight (8) vehicles is required at this time. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase police fleet vehicles.

DISCUSSION

Efforts to obtain a quote from a local Ford dealer were unsuccessful, as there are no Ford dealers within the city limits. City staff recommends piggybacking on the results of the Los Angeles County public bidding program for police patrol vehicles. The results of this bid process deemed Wondries Fleet group as the lowest responsive bid.

Wondries Fleet Group	\$30,128.87 each*
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* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

The financial impact is \$241,030.96 to the Fleet Management Fund. There is no

impact to the General Fund. The surplus vehicles will be sold at public auction.

RECOMMENDATION

It is recommended that City Council:

- Authorize the Finance Director to issue a purchase order, in the amount of \$241,030.96, to Wondries Fleet Group for the purchase of eight (8) new Police vehicles.

By: Steve Sudduth, Equipment Mechanic Lead

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for Two (2) Pickup Trucks. (Cost: \$51,992.50) (<i>Action Item</i>)		
		Date:	10/11/2016

OBJECTIVE

To secure City Council authorization to purchase two (2) pickup trucks from National Auto Fleet Group through the National Joint Powers Alliance (NJPA) competitive bid program, Contract #102811-NAF.

BACKGROUND

The Public Works Department has two (2) pickup trucks that currently meet the City's guidelines for replacement at this time and were approved through the Fiscal Year 2016/17 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

The National Joint Powers Alliance (NJPA) nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of NJPA, the City is able to utilize NJPA bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent NJPA competitive bid program, Contract #102811-NAF. The results deemed Nation Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group \$25,996.25* each

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$51,992.50 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$51,992.50 to National Auto Fleet Group for the purchase of two (2) new pickup trucks.

By: Steve Sudduth, Equipment Mechanic Lead

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of an Amended and Restated License Agreement with Arena Soccer Parks, Inc. for the operation of the outdoor soccer facilities at Garden Grove Park. (<i>Action Item</i>)		
Date:	10/11/2016		

OBJECTIVE

To request that the City Council approve a three (3) year Amended and Restated License Agreement between the City of Garden Grove and Arena Soccer Parks, Inc. for the operation of the outdoor arena soccer facilities at Garden Grove Park.

BACKGROUND

In 1992, the City entered into a License Agreement with Arena Soccer Parks, Inc. (ASP) for the operation of the outdoor arena soccer facilities at Garden Grove Park. Since then, ASP continues to operate and deliver quality programs to the community.

DISCUSSION

After reviewing the License Agreement, City staff and Arena Soccer Parks, Inc. agreed that a new Amended and Restated License Agreement needed to be created that outlines new terms and conditions applicable to the current operations at this facility.

FINANCIAL IMPACT

The approval of the Amended and Restated License Agreement has no financial impact to the City's current fiscal budget. The facility operator will continue to provide a monthly lease amount of \$2,100 to the City.

RECOMMENDATION

It is recommended that the City Council:

- Approve a three (3) year Amended and Restated License Agreement between the City and Arena Soccer Parks, Inc., for the operation of the outdoor arena soccer facilities at Garden Grove Park; and
- Authorize the City Manager or his designee, to sign and execute the Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

By: John Montanez, Recreation Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	10/7/2016	Backup Material	Agreement_with_Arena_Soccer_Facilities.pdf

**AMENDED AND RESTATED LICENSE AGREEMENT
FOR OPERATION OF OUTDOOR ARENA SOCCER FACILITIES
AT GARDEN GROVE PARK**

This **Amended and Restated License Agreement for Operation of Outdoor Arena Soccer Facilities at Garden Grove Park** (this "Agreement") is entered into as of August 1, 2016 (the "Effective Date"), by and between the CITY OF GARDEN GROVE ("CITY") and ARENA SOCCER PARKS, INC. ("ASP").

RECITALS

The following recitals are a substantive part of this Agreement:

- A. CITY is the owner of Garden Grove Park, located at 13631 Deodara Drive, Garden Grove, CA 92844, which is designated as a park facility for active and passive recreational activities.
- B. On or about April 21, 1992, CITY and ASP's predecessor in interest, Indoor-Outdoor Soccer Park Incorporated ("ISOP"), entered into an agreement pursuant to which CITY granted ISOP a twenty-year license for the installation and operation of certain outdoor arena soccer facilities in a portion of Garden Grove Park as a recreation facility open to the public (the "Original Agreement"). The Original Agreement allows for renewals of said license at CITY's option.
- C. Pursuant to the Original Agreement, ISOP constructed two arena soccer facilities, fencing, and a structure containing restrooms, an office, a snack bar, and a retail accessory goods store in a portion of Garden Grove Park (the "Premises"). The Premises are generally depicted on Attachment A, which is attached to this Agreement and incorporated herein by reference.
- D. ISOP and ASP have continuously operated the Premises as a recreation facility open to the public for reasonable fees since 1992 in accordance with the terms of the Original Agreement.
- E. The operation of the outdoor arena soccer facilities on the Premises by ASP provides recreational opportunities in the City of Garden Grove at reasonable costs to the public and generates revenue to CITY to offset the costs of maintenance and operation of the portion of the Park on which the Premises are located.
- F. ASP desires to continue to operate the outdoor soccer facilities, snack bar, and retail accessories store on the Premises, and CITY desires to allow ASP to do so, subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **GRANT OF LICENSE.** Subject to the terms of this Agreement, CITY hereby grants ASP a license to use and operate an arena soccer facility, snack bar, and retail accessories store (the "Facility") on the Premises. In exchange for the license, ASP agrees to operate the Facility as a recreation facility open to the public for reasonable fees approved, in advance, by the CITY's Director of Community Services (the "DIRECTOR"). ASP's obligation to operate the Facility shall include, without

limitation, organization of team play, lessons, camps, and other soccer-related activities, as well as maintenance of the Facility and the Premises. CITY will be responsible for maintenance of all portions of Garden Grove Park other than the Facility and the Premises and for making the existing parking at Garden Grove Park available for use by patrons of the Facility.

2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years commencing on the Effective Date, unless renewed or earlier terminated as provided herein. The CITY may, at its sole option and sole discretion, renew this Agreement for additional periods of time, each upon the same terms and conditions herein, if ASP, six calendar months before the expiration date of this Agreement or any renewal, files a written request for renewal with the DIRECTOR and the CITY's City Council thereafter approves the renewal.

3. INSTALLATION OF FIXTURES.

- 3.1 All necessary furnishings, fixed and operating equipment, fixtures, and apparatus necessary for the operations permitted herein shall be supplied or installed by ASP at its sole cost and expense, and shall be of a first class quality satisfactory to CITY. All such furnishings, fixed and operating equipment, fixtures and apparatus and the plans and specifications for installation of same shall be subject to the prior written approval of CITY.

- 3.2 ASP shall provide and maintain at its sole cost and expense such soccer arena resurfacing, soccer nets, wind screens, chain link fencing, soccer court night lights and electrical system, court cleaning, water system, and drinking fountains, as may be determined by ASP and approved by CITY.

4. MAINTENANCE OF INSTALLATIONS

- 4.1 ASP shall be responsible for the cleanliness, maintenance and upkeep of all machinery, equipment, and fixtures provided by CITY or ASP. Such structures, machinery, equipment, and fixtures shall be maintained in a first class condition and in working order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.

- 4.2 ASP shall be responsible for cleaning all soccer arenas and deck areas at least weekly, in a manner satisfactory to CITY. ASP shall be responsible for the maintenance of buildings and restrooms including but not limited to cleaning, replacing lights, painting and graffiti removal. All court and building cleaning equipment and materials will be provided and maintained by ASP. ASP shall also be responsible for providing trash receptacles and pickup service for its facility through an appropriate commercial trash collection service. CITY-owned trash receptacles at Garden Grove Park shall not be used by ASP for the disposing of any trash or debris. ASP shall keep the area within fifty (50) feet surrounding the facility in a clean and sanitary condition satisfactory to the DIRECTOR at all times.

5. UTILITIES

ASP shall pay all costs associated with the installation of gas, water, electrical, sewer lines and hookups, and telephone service necessary for the operation of the Office Building. ASP shall pay all telephone, water, electrical, trash collection and gas service charges.

6. SPECIAL EVENTS AND ACTIVITIES CONDUCTED BY OUTSIDE ORGANIZATIONS

ASP shall not issue any court rental or reservation for any tournament, exhibition, clinic, league, or the like to be conducted by any organization or individual, unless such activity or event has been approved in advance, in writing, by CITY.

7. LAWS AND ORDINANCES

ASP shall comply with all applicable laws, rules, regulations, and the directives issued by CITY relating to the operations permitted herein. Failure to do so may result in suspension or termination of this Agreement by CITY.

8. CONDUCT

ASP shall at all times conduct the operations permitted herein in a quiet and orderly manner to the satisfaction of CITY. ASP shall permit no intoxicated person, profane or indecent language, or boisterous or loud conduct in or about the Premises, and shall call upon the aid of peace officers in maintaining peaceful condition. If an ongoing condition develops which requires repeated assistance and/or intervention by the Garden Grove Police Department, CITY shall have the right to require ASP to obtain private, licensed, uniformed security personnel as approved by the Garden Grove Chief of Police to remedy the situation, or, if the condition persists, ASP agrees to reimburse CITY for Police services required as a result of activities conducted at ASP facility.

9. PERSONAL ATTENTION

APS shall appoint a manager under its direction and control, who shall devote the greater part of his or her time and attention to the operations permitted herein and shall promote, increase and develop said operations and render every possible service and convenience to the public. Such managers shall have full authority for operations permitted herein or that portion under their control. In employing of managers, ASP shall seek individuals skilled in management of business similar to the operations permitted herein.

10. SIGNS AND ADVERTISEMENTS

Any signs, advertisements or promotional material provided by ASP shall be approved, in advance, in writing by CITY. CITY shall have the right to require removal or refurbishment of any sign or advertisement previously approved. CITY is not required to provide any signs. However, any signs provided by CITY shall be prominently displayed by ASP in a location to be determined by CITY.

11. SCHEDULE OF OPERATIONS

ASP shall keep the operations permitted herein open during such days and hours as approved in writing by CITY to adequately serve public demand. Permitted hours of operation shall as a maximum begin at 6:00 a.m. and run through 11:00 p.m. All activities shall cease by 11:00 p.m. and all persons shall vacate the grounds by 11:15 p.m.

Before commencing operation each calendar year under the terms of this Agreement or any renewal thereof, ASP shall submit a written schedule of operation including

days and hours to CITY for approval. Schedules may be adjusted but the permitted hours of operation shall remain as a maximum at 6:00 a.m. through 11:00 p.m.

ASP shall not deviate from the permitted hours of operation without the prior written approval of CITY. CITY shall have the authority to ask ASP to close down the Facility for any special event with a thirty (30) day written notice.

12. CLEANLINESS OF ADJACENT PARK AREA

ASP shall keep the area within fifty (50) feet surrounding the operation in a clean and sanitary condition satisfactory to CITY at all times. No offensive or refuse matter, nor any substance constituting and unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health shall be permitted or remain thereon, and ASP shall prevent any such matter or material from being or accumulating in the area.

13. ALTERATIONS OR ADDITIONS TO THE PREMISES

No alterations, changes or additions of any character shall be made by APS on or to the Premises without the prior written approval of CITY. Such changes shall be at the sole cost and expense of ASP unless otherwise agreed upon in writing by CITY.

All operations permitted herein must be compatible with planned or existing improvements and facilities in the area.

ASP shall confine the operations permitted herein strictly to that area set aside for that purpose.

14. NONDISCRIMINATION

ASP and its employees shall not discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, age, national origin, handicap or disability by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall ASP or its employees publicize the operations permitted herein in any manner that would directly or inferentially reflect on or question the acceptability of the patronage of any person on any said basis.

In the performance of this License, ASP shall not discriminate against any employee or applicant for employment on any said basis. ASP shall take action to ensure that applicants are employed, and that employees are treated without regard to any said basis. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. HEALTH AND SAFETY

ASP shall correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the Premises. In the event of injury to a patron or customer, ASP shall ensure that the injured person receives prompt and qualified medical attention. If ASP fails to correct hazardous conditions which have led to or, in the opinion of CITY, could lead to injury, CITY may immediately suspend this Agreement until such hazardous

conditions are corrected. Failure to correct hazardous conditions within a reasonable period of time shall be deemed a default under this Agreement.

16. PERMISSIONS

Any permission required hereunder shall be obtained in writing by ASP from CITY's City Manager, the DIRECTOR, or their designated representative and any errors or omissions therefrom shall not relieve ASP of his obligations to faithfully perform the conditions herein. ASP shall immediately comply with any written request or order submitted to it in writing by CITY.

17. VENDING, AMUSEMENT OR GAME MACHINES

ASP shall first receive written approval from CITY before installing or permitting the installation of any vending machines. CITY reserves the right to require ASP to remove any vending machines that it has previously given permission to be installed, within 24 hours of notice. CITY will not approve the installation of any video, amusement or arcade game machines.

ASP shall use the Premises solely for the operation and maintenance of a soccer and related court activities concession.

18. MAINTENANCE OF EQUIPMENT

ASP shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or ASP. Insofar as sanitation and appearance are concerned, CITY shall have the right to direct ASP to perform necessary repairs and maintenance to equipment and structures owned by ASP. ASP has the right not to use CITY equipment. If equipment owned by CITY is used, CITY shall have the right to prescribe in detail the type and frequency of maintenance to be performed on it by ASP. Because of CITY'S interest in preserving its equipment and providing clean and sanitary conditions, if ASP fails to perform the maintenance required hereunder (within 24 hours), CITY shall have the right, after ten (10) days' notice, to cause the maintenance to be performed in an efficient manner and to charge ASP for the cost thereof. The cost shall be equal to the sum of the cost of the direct labor and materials plus overhead.

ASP will be responsible for maintenance of all facilities within the enclosed boundary of the soccer complex. CITY shall maintain, at its expense, all improvements, including, but not limited to, road, parking, and landscaping, located outside the enclosed boundary.

Anything constructed, planted or otherwise created by ASP shall be the responsibility of ASP to maintain and replace as needed, including maintenance and/or replacement resulting from acts of vandalism. In the event of damage caused by acts of vandalism, ASP will have 24 hours to correct the condition.

No equipment provided by CITY shall be removed or replaced by ASP without prior written approval of CITY.

With respect to damage of property, CITY and ASP hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

19. LICENSES, PERMITS, AND TAXES

ASP shall obtain and pay for all licenses and permits (including a City business license) required for operations on the Premises. In addition, ASP shall pay all taxes, including any possessory interest taxes applicable to the Facilities or Premises, levied by any authority.

20. TRANSFER OR ASSIGNMENT

ASP shall not assign or sublet the Premises or any part thereof or allow the same to be used or occupied by any other person or for any other use than that herein specified, without the prior written consent of CITY. In the event of such subletting, assignment, or the insolvency or bankruptcy, either voluntary or involuntary, of ASP, CITY may, at its discretion, suspend or terminate this Agreement.

21. STANDARDS OF SERVICE

ASP shall conduct business hereunder in a manner acceptable to CITY and shall, at all times, have a sufficient number of employees to furnish the best service possible. All such employees shall be clean, neat, and orderly in appearance, and shall be uniformed and identified in a manner acceptable to CITY. Vending or selling shall be done in an orderly, courteous and well-conducted manner.

CITY or authorized representative shall have the right to approve the level of service and to order such service discontinued or remedied. If the quality of service or products or the cleanliness of the facilities are not at a level satisfactory to CITY or do not adequately meet the needs of the public, or if ASP violates any of the terms or conditions of this Agreement, then CITY shall have the right to suspend or terminate this Agreement pursuant to Paragraph 25 (Suspension, Termination, and Expiration).

ASP or its authorized manager, shall supervise the operations permitted hereunder during the hours in which the concessions are open for business. Any notice or order given to ASP's manager shall be binding as though delivered and served on ASP. If, at any time, CITY or his authorized representative makes a determination that the manager or any employee of ASP is unsatisfactory because of personal appearance (grooming or attire), conduct, or failure to serve the public properly, and CITY gives notice to ASP of such deficiencies, then ASP shall replace the manager with a suitable manager within ten (10) days after the date of such notice. Any employee found to be unsatisfactory shall be removed and replaced immediately after notice to ASP.

22. SECURITY

ASP shall provide uniformed, licensed security at the times and places reasonably required by the Garden Grove Police Chief, as outlined in paragraph 8 (Conduct).

23. CURFEW

ASP shall not allow members of the public or customers on the site between 11:15 p.m. and 6:00 a.m. without written permission from CITY.

24. RIGHTS OF CITY

No Alterations. No alterations, changes, or improvements shall be made by ASP to the structures or improvements at Garden Grove Park without prior written approval by CITY. All alterations and improvements to the structure be performed in conformance with all applicable laws and shall be the property of CITY and subject to CITY approval.

Removal of Structures. CITY may repair, remove, or replace any improvement or equipment which, in the opinion of CITY, is unsafe or for any other reason determined by CITY would be of benefit to be removed. In the event CITY desires that any or all the equipment, improvements, or development installed be removed, ASP shall after written notice remove them and restore the real property to its original condition as nearly as may be practical, within ninety (90) days.

25. DEFAULT

In the event ASP shall fail or refuse to improve or change the operations permitted herein when directed to do so by the DIRECTOR pursuant to this Agreement or to conform to the rules, regulations, or directions of CITY, or refuse to pay the LICENSE FEE or any part thereof due hereunder after the same shall become due, or otherwise default in the performance of any other term herein, the DIRECTOR may declare ASP to be in default of this Agreement and CITY may thereafter suspend or terminate this Agreement pursuant to Paragraph 25, below, following written notice and failure of ASP to cure said default within thirty (30) days, or such longer period authorized by CITY. In the event of suspension or termination of this Agreement due to ASP's default, CITY may either immediately take possession of the operations heretofore conducted by ASP or require ASP to remove any or all improvements at ASP's expense. Such foregoing remedies are cumulative and shall not impair any other rights or remedies of CITY.

The acceptance of all or part of a monthly LICENSE FEE payment by CITY for any period after default shall not be deemed a waiver of any right to suspend or terminate this Agreement on account of such default. Any waiver by the City of a default shall not be construed as or constitute a waiver of any subsequent default of the same or any term, covenant and condition herein.

26. SUSPENSION, TERMINATION, AND EXPIRATION

26.1 Termination for Convenience.

Either party may terminate this Agreement for convenience, with or without cause, following one hundred eighty (180) days written notice to the other party, without liability to the other party.

26.2 Suspension.

In the event the DIRECTOR determines ASP is in default of this Agreement pursuant to Paragraph 24, above, and ASP fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the DIRECTOR, the DIRECTOR may suspend this Agreement until such default is remedied to the satisfaction of the DIRECTOR. ASP may appeal the DIRECTOR's decision to suspend this Agreement to the CITY's City Council. CITY's right to suspend this Agreement pursuant to this Paragraph 25.2 shall not be construed to limit CITY's right to terminate this Agreement pursuant to Paragraphs 25.1 or 25.3.

26.3 Termination due to ASP's Default.

In addition to, and without limiting, any other rights of CITY under this Agreement, CITY may terminate this Agreement in the event CITY determines ASP is in default of this Agreement pursuant to Paragraph 24, above, and ASP fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the CITY. Termination of this Agreement by CITY shall require approval of the City Council.

26.4 Vacation of Premises following Expiration or Termination of Agreement.

Following the expiration or earlier termination of this Agreement, ASP shall restore the Premises to its original condition or, at the option of CITY, leave any or all improvements in place, and agrees to vacate and surrender possession of the Premises to CITY. ASP shall have the right, at ASP's own cost, to remove those items installed by, and belonging to ASP, that can be disassembled on site.

ASP acknowledges that this Agreement is a revocable license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to ASP that would be consistent with a lease or entitle ASP to any compensation or benefits in the event of termination or expiration. CITY incurs no liability whatsoever to ASP for termination of this Agreement at any time.

27. RIGHT OF INSPECTION

CITY shall have the right to enter the Premises at any and all reasonable times for the purpose of inspection and observation of ASP's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place on the Premises. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY. CITY shall have the right to inspect to determine if the terms and conditions of this Agreement are being met and to observe transactions between ASP and patrons in order to evaluate the quality and quantities of food or drinks or other items sold or dispensed, the courtesy extended to and methods of dealing with the public, the performance and caliber of ASP's employees and the methods of recording receipts. Information gathered on these inspections will be used to evaluate ASP to provide a basis for any action by CITY for the renewal, non-renewal, suspension, or termination of this Agreement provided, however, the preceding statement shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY.

28. CITY INSPECTION OF BOOKS AND RECORDS

CITY may upon thirty (30) days' notice at any time examine any or all of ASP's books and records for the purpose of verifying ASP's compliance with the provisions of this Agreement and all applicable laws.

29. PAYMENTS BY ASP

ASP shall pay the CITY a License Fee in the amount of two thousand one hundred dollars (\$2,100.00) per month ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, ASP and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.

ASP shall, within twenty (20) days following the expiration or sooner termination of this Agreement, pay to CITY any and all sums due.

In the event ASP fails to submit a monthly payment by the due date, ASP shall pay to CITY a late charge of ten percent (10%) on the outstanding unpaid balance, or \$25.00, whichever is greater. If a due date falls on a non-workday, the late charge will not apply until the next workday. If the ASP offers unusual or extenuating circumstances for not making said payment when due, the DIRECTOR at his or her discretion may waive the late charge. If ASP pays with a check returned for insufficient funds, ASP shall also pay a service charge in the sum of twenty-five dollars (\$25.00) in addition to applicable late charges.

30. NOTICES

Notices shall be in writing and personally serviced or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to ASP at President, ASP, 4241 Emerald Circle, Cypress, CA 90630, and to Community Services Director, City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840.

31. HOLD HARMLESS, INDEMNIFICATION INSURANCE, PLAYER RELEASE FORM

INDEMNIFICATION

ASP agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, officials, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, and any other monetary damage claims arising out of, or in any way connected with work, activities or operations pursuant to the Agreement by ASP, ASP's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by ASP to use the subject arena soccer fields. The only exception to ASP's responsibility to protect, defend, indemnify and hold harmless CITY is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, employees or volunteers.

CITY does not, and shall not, waive any rights against ASP which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by ASP in the event of loss, claim, damage, or expense.

GENERAL LIABILITY COVERAGE

During the period of time covered by this Agreement, ASP agrees to obtain and maintain in effect, comprehensive general liability insurance coverage including contractual and completed operations liability in an amount not less than \$1,000,000 per occurrence, for bodily injury or property damage, covering conditions of maintenance, use, design, and construction of the equipment and improvements and development subject hereof. Endorsements for the policies shall designate the CITY OF GARDEN GROVE as additional insured. ASP shall provide CITY with proof evidencing coverage in a form content and with companies satisfactory to CITY prior to commencing any activity under this Agreement.

PROPERTY INSURANCE

Property Insurance – ASP. ASP shall, at ASP's sole cost and expense, obtain and keep in force during the term of this Agreement for the benefit of ASP, replacement cost fire and extended coverage insurance, with vandalism, malicious mischief, and sprinkler leakage endorsements, in an amount sufficient to cover not less than 100% of the full replacement cost, as the same may exist from time to time, of all of ASP's personal property, fixtures, equipment, and ASP improvements. ASP shall provide CITY with a Certificate of Insurance evidencing such coverage with a company satisfactory to CITY.

WORKERS' COMPENSATION

Workers' Compensation Insurance. During the duration of this Agreement, ASP and all subcontractors shall maintain Workers' Compensation Insurance if applicable.

Failure to maintain such Insurance shall automatically suspend all of ASP's rights hereunder.

PLAYER RELEASE FORMS

ASP shall not permit any individual to participate in any activity on the Facility without first having completed a release form, the form of which shall be approved by CITY in advance.

32. PRICES AND SIGNAGE

32.2 PRICES. ASP's charges for goods, services, arena rental and league fees shall be consistent with reasonable commercial practice and shall be approved, in advance, by the DIRECTOR. ASP shall submit to the DIRECTOR the prices to be charged for goods and services for approval by the DIRECTOR by the last day of December of each year throughout the term or any renewal term of this Agreement.

32.2 SIGNS AND ADVERTISEMENTS. ASP shall provide and prominently display in locations approved in writing by the DIRECTOR signs identifying the type of service and merchandise available at the Premises as well as ASP's name, the operation schedule of the Premises, and the items and priced of all products and services available at the Premises.

33. CONTROL OF PREMISES

If necessary for the health, welfare or safety of the general public, or as a result of the suspension of this Permit, DIRECTOR shall have the right to enter the Premises and take possession thereof immediately.

34. MAILING/E-MAIL LIST

ASP shall, during the term of this Agreement, maintain CITY on ASP's regular mailing list and e-mail distribution list for all general correspondence. All correspondence shall be addressed to: Department of Community Services, P.O. Box 3070, Garden Grove, CA 92842, ATTN: Recreation Coordinator.

35. ASSIGNMENT OR DELEGATION

Neither CITY nor ASP shall assign this Agreement without the consent of the other. ASP shall not delegate services under this Agreement to another without written consent from DIRECTOR.

36. INDEPENDENT CONTRACTOR

It is understood and agreed to that in the performance of the work and services agreed to be performed by ASP, that ASP, including ASP's employees, shall act and be an independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. ASP's assigned personnel shall not obtain or be entitled to any rights, retirement benefits, or other benefits which accrue to CITY's employees, and ASP shall so inform each employee organization and each employee who is hired or retained under this Agreement. ASP hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. ASP hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of ASP or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to ASP's assigned personnel.

All improvements installed by the ASP are intended by the parties to remain property of ASP, whether or not affixed to the land.

37. COMPLIANCE WITH LAW

ASP shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work for or on behalf of ASP pursuant to this Agreement to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments, including, but not limited to, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

38. NO WAIVER OF CONDITIONS

ASP agrees that waiver by CITY of any conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

39. FAMILIARITY WITH WORK

By executing this Agreement, ASP warrants that: (1) it has thoroughly investigated and considered the work to be performed; (2) it has investigated the site of the work and fully acquainted itself with the work conditions there existing; (3) it has carefully considered how the work should be performed; and (4) it fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement. Should ASP discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall

immediately inform CITY of such fact and shall not proceed, except at ASP's risk, until written instructions are received from CITY.

40. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT

The experience, knowledge, capability, and reputation of ASP, its principles and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, ASP shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of CITY. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of CITY. If ASP is permitted to subcontract any part of this Agreement, ASP shall be as fully responsible to CITY for the acts and omissions of his subcontractor as it is for the acts and omissions of persons directly employed by itself. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. ASP shall require every subcontractor to be bound by the terms of this Agreement as applicable to its work. All persons engaged in the work, including subcontractors, will be considered employees of ASP for purposes of this Agreement.

41. MODIFICATION

This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and ASP.

42. WAIVER

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and ASP.

43. CALIFORNIA LAW

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

44. INTERPRETATION

This Agreement shall be interpreted as though prepared by both parties.

45. DEPOSIT

ASP has deposited with CITY the sum of \$15,000.00, which is being held by CITY and may be used to offset any damage to property, repairs, graffiti removal, and/or equipment removal which are not completed by ASP in a timely manner, at any time without prior notice to ASP. At the expiration of or at termination of this Agreement, the deposit within thirty (30) days shall be refunded less any offsets. ASP is not entitled to any interest on the deposit.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the date first set forth above.

DATE: _____

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

City Clerk

DATE: _____

LICENSEE
ARENA SOCCER PARKS, Inc.

APPROVED AS TO FORM:

Ormas Pandora
Garden Grove City Attorney

DATE: 9-13-16

By: *[Signature]*

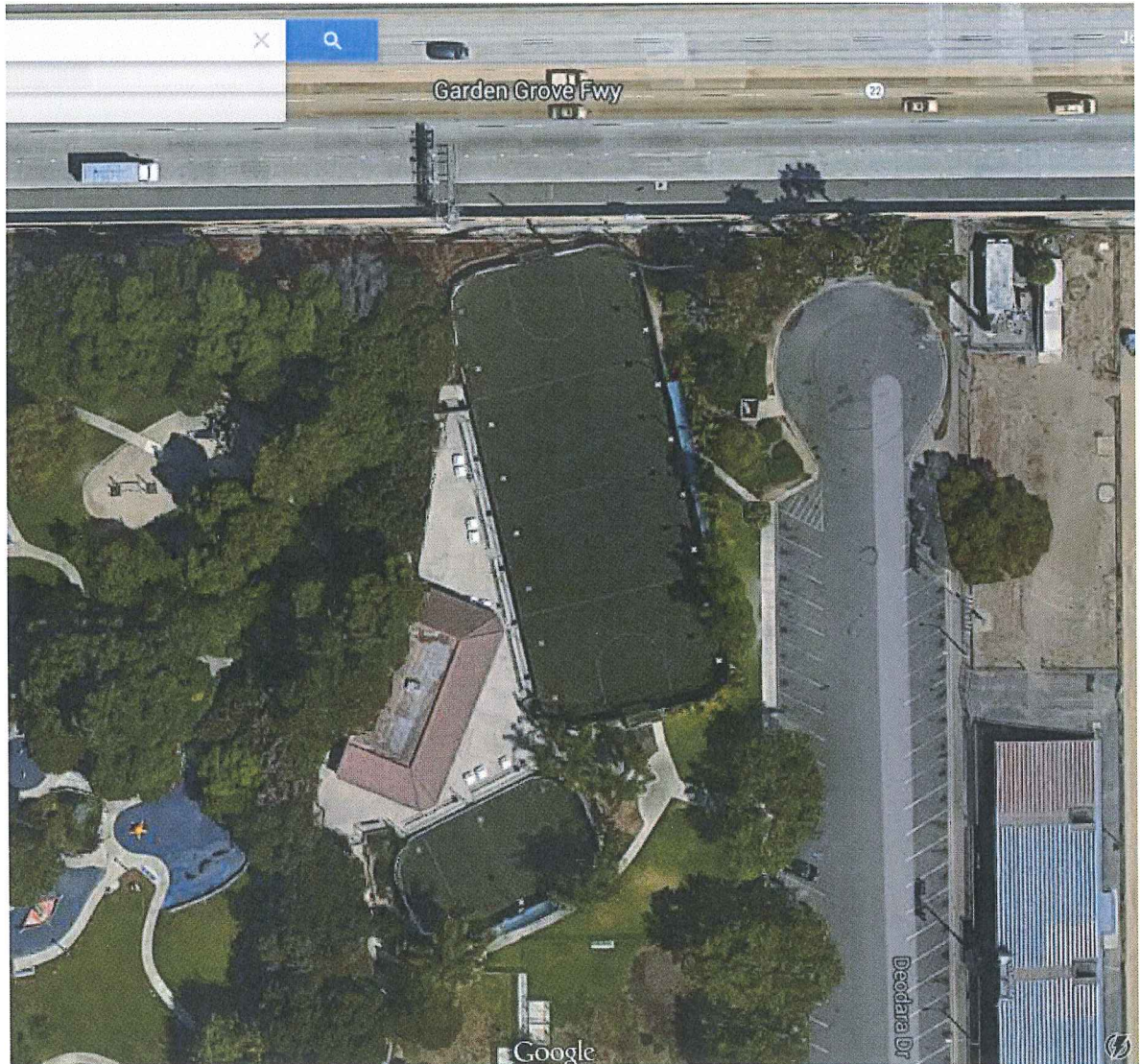
Its: Jeff S Ferrario President

By: _____

Its: _____

ATTACHMENT A

SITE PLAN





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739		CONTACT NAME: June King PHONE (A/C No. Ext.): (909) 931-1500 FAX (A/C No.): (909) 932-2133 E-MAIL ADDRESS: jking@kessleralair.com	
INSURED Arena Soccer Parks, Inc. 13631 Deodara St. Garden Grove CA 92844		INSURER(S) AFFORDING COVERAGE INSURER A: Nova Casualty Company INSURER B: State Compensation Ins Fund INSURER C: INSURER D: jking@kessleralair.com INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16/17 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			WSI-CL-0010159-2	6/25/2016	6/25/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person)				\$ EXCLUDED	
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY				\$ 1,000,000	
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	GENERAL AGGREGATE	\$ 2,000,000				
				PRODUCTS - COMP/OP AGG	\$ 2,000,000			
				Participant Legal Liability	\$ 1,000,000			
A	AUTOMOBILE LIABILITY			WSI-CL-0010159-2	6/25/2016	6/25/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	BODILY INJURY (Per person)				\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident)				\$	
	<input type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident)				\$	
							\$	
	UMBRELLA LIAB			9164302-2016	8/10/2016	8/10/2017	EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> OCCUR	AGGREGATE				\$	
	DED	<input type="checkbox"/> CLAIMS-MADE					\$	
	RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9164302-2016	8/10/2016	8/10/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	E.L. EACH ACCIDENT				\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
A	Abuse & Molestation Liability			WSI-CL-0010159-2	6/25/2016	6/25/2017	Aggregate Limit	2,000,000
							Each Occurrence Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured per form AGL01350408 but only as respects the liability arising out of the activities or operations of the named insured. Re: Use of soccer fields, Soccer facilities at 13631 Deodara Drive, Garden Grove, CA .

CERTIFICATE HOLDER

CANCELLATION

renec@ci.garden-grove.ca.u	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Garden Grove Attn: Community Services Director 11222 Acacia Parkway Garden Grove, CA 92840	AUTHORIZED REPRESENTATIVE June King/JUNE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. EXTENDED PROPERTY DAMAGE

It is agreed that **SECTION I – COVERAGE A.**, paragraph **2. Exclusions a. Expected or Intended** is deleted and replaced by the following:

a. Extended Property Damage

"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. PROPERTY SOLD OR ABANDONED BY YOU

It is agreed that **SECTION I – COVERAGE A.** paragraph **2. Exclusion j.(2)** is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. NON OWNED WATERCRAFT

It is agreed that **SECTION I – COVERAGE A.** paragraph **2. Exclusion g.(2)** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 52 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

4. DAMAGE TO PREMISES RENTED TO YOU

- a. It is agreed that **SECTION I – COVERAGE A.** the last paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** does not apply to:

- (1) damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
- (2) damage caused by a resident;
to premises while rented to you or temporarily occupied by you with the permission of the owner.

- b. It is agreed that paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage";

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and
- b. caused by a resident;
to premises, rented to you or temporarily occupied by you with the permission of the owner.

Reviewed and approved as to insurance language
 and/or requirements
 9-12-16
 Risk Management

5. BROAD NAMED INSURED

It is agreed that **SECTION II - WHO IS AN INSURED** is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

6. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** apply only when the "occurrence", offense, claim, or "suit" is known to:

- a. You, if you are an individual;
 - b. A partner or member if you are a partnership or joint venture;
 - c. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
 - d. A member or manager if you are a limited liability company; or
 - e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.
- Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

7. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition **6. Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

8. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition **8. Transfer of Rights of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

9. ADDITIONAL INSURED**a. LESSOR OF LEASED EQUIPMENT**

- i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- ii. With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. MANAGERS OR LESSORS OF PREMISES

- i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
- ii. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

c. VENDORS

- i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- ii. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or.
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- iii. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. OWNERS, LESSEES OR CONTRACTORS

- i. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part", by:

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- ii. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e.

ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- (1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract, written agreement, or permit that is:
 - (a) currently in effect or becoming effective during the term of this policy; and
 - (b) executed prior to the "bodily injury", "property damage", "personal and advertising injury".
- (2) This insurance provided to the additional insured by this endorsement applies as follows:
 - (a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - (b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Reviewed and approved as to insurance language
and its requirements

Wendy M. Jay
Risk Management
9-12-16

(3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:

(a) This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.

(b) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" caused by the rendering of or failure to render any professional services.

(4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

10. EXTENDED DEFINITION OF "BODILY INJURY"

The definition of "bodily injury" in **SECTION V – DEFINITIONS** paragraph 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

11. EXTENDED DEFINITION OF "PERSONAL AND ADVERTISING INJURY"

The definition of "personal and advertising injury" in **SECTION V – DEFINITIONS** paragraph 14. is amended to include the additional offense of abuse of process.

Reviewed and approved as to insurance language
and/or requirements

Heidi M. Jay
Risk Management
9-12-16

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 10/11/2016
 from the September 13,
 2016, meeting. (*Action Item*)

Attached are the minutes from the September 13, 2016, meeting for the City Council to receive and file.

ATTACHMENTS:

Description	Upload Date	Type	File Name
September 13, 2016, Minutes	10/7/2016	Backup Material	cc-min_09_13_2016.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, September 13, 2016

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE THE MEETING

At 6:09 p.m., Mayor Pro Tem Jones convened the meeting in the A Room.

ROLL CALL PRESENT: (4) Mayor Pro Tem Jones, Council Members
Beard, Bui, Phan

ABSENT: (1) Mayor Nguyen absent at Roll Call; joined the
meeting at 6:11 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CONVENE CLOSED SESSION

At 6:10 p.m., Mayor Pro Tem Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1):
Whetro v. City of Garden Grove, et al., USDC Case No. SACV14-1740 DOC (JCGx)

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1):
City of Garden Grove v. On Deck Buds, et al., OCSD Case No. 30-2016-00864776

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1):
City of Garden Grove v. Kamran, et al., OCSD Case No. 30-2016-00864785

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1):
Creamer v. City of Garden Grove, et al., OCSD Case No. 30-2016-00868140

ADJOURN CLOSED SESSION

At 6:25 p.m., Mayor Nguyen adjourned the Closed Session.

CONVENE REGULAR MEETING

At 6:43 p.m., Mayor Nguyen convened the meeting in the A Room.

ROLL CALL PRESENT: (5) Mayor Nguyen, Council Members Beard, Bui,
Jones, Phan

ABSENT: (0) None

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

CLOSED SESSION REPORT

City Attorney Sandoval reported that there was no reportable action on the Whetro v. City of Garden Grove, et al., matter. The three other Closed Session matters will be discussed in Closed Session at the end of the meeting.

COMMUNITY SPOTLIGHT: RECOGNITION OF JENNA TOWER, THE 2016 MISS CALIFORNIA OUTSTANDING TEEN (F: 52.3)

ORAL COMMUNICATIONS

Speakers: Maureen Blackmun, Clay Bock, Rebecca Cousins, Nicholas Dibs, Tony Flores, John Holm, Paulien Lombard, Josh McIntosh, Mike Whitaker, John Wildsmith

WRITTEN COMMUNICATIONS - REQUEST TO WAIVE FEES FOR THE USE OF ATLANTIS PLAY CENTER FOR THE OC AUTISM CHRISTMAS EVENT (F: 88.1)

It was moved by Mayor Nguyen, seconded by Council Member Jones that:

OC Autism's request for the City to waive fees for the use of Atlantis Play Center for its Christmas event be approved; and

Funds from the City Council Contingency Fund be used to cover the cost.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

RECESS

At 7:30 p.m., Mayor Nguyen recessed the meeting.

RECONVENE

At 7:32 p.m., Mayor Nguyen reconvened the meeting with all Council Members present.

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR THREE (3) SEDANS (F: 60.4)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The Finance Director be authorized to issue a purchase order in the amount of \$73,215.93 to National Auto Fleet Group for the purchase of three (3) new sedans.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR THREE (3) NEW POLICE ADMINISTRATION UTILITY VEHICLES (F: 60.4)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The Finance Director be authorized to issue a purchase order in the amount of \$90,321.81 to National Auto Fleet Group for the purchase of three (3) new police administration utility vehicles.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO ALTEC INDUSTRIES FOR ONE (1) NEW CHIP DUMP TRUCK (F: 60.4)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The Finance Director be authorized to issue a purchase order in the amount of \$87,362.00 to Altec Industries for the purchase of one (1) new chip dump truck.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE (1) NEW FIRE COMMAND VEHICLE (F: 60.4)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The Finance Director be authorized to issue a purchase order in the amount of \$40,156.67 to National Auto Fleet Group for the purchase of one (1) new Fire Command Vehicle.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL OF A FACILITY USE AGREEMENT WITH ESPARZA SOCCER ACADEMIC, INC. FOR THE OPERATION OF THE PIONEER PARK OUTDOOR RINK (F: 55-Esparza Soccer Academic, Inc.)

It was moved by Council Member Jones, seconded by Council Member Beard that:

A three (3) year Agreement to Esparza Soccer Academic, Inc. for the operation and management of the Pioneer Park outdoor rink be approved; and

The City Manager, or his designee, be authorized to sign the Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL TO EXERCISE YEAR THREE OF THE 2015 AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY (CAPOC) (F: 55-Community Action Partnership of Orange County)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The City Manager be authorized to sign a letter notifying the City's desire to exercise year three of a three year Agreement with CAPOC, which will provide funding for the installation of an extended decomposed granite walking trail.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL OF AGREEMENT WITH FG SOLUTIONS TO PREPARE A WATER RATE STUDY (F: 55-FG Solutions)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The agreement with FG Solutions to prepare a water rate study for the Water Enterprise Fund and authorize the City Manager and City Clerk to execute the agreement on behalf of the City, be approved.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH THE A PLUS EDUCATION ORGANIZATION TO CONDUCT THE 2017 TET FESTIVAL (F: 55-A Plus Education Organization)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The Agreement with the A Plus Education Organization to conduct the 2017 Tet Festival at Garden Grove Park, beginning Saturday, February 4 through Sunday, February 5, 2017, be approved; and

The City Manager be authorized to execute the Agreement, including any minor amendments thereto, on behalf of the City.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL TO PARTICIPATE IN THE 2016-2017 OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) (F: 82.15)

It was moved by Council Member Jones, seconded by Council Member Beard that:

Participation in the Selective Traffic Enforcement Program (STEP) be authorized;

The Office of Traffic Safety Grant Funds in the amount of \$250,000.00, be accepted;

The Police Chief, Finance Director and Finance Manager be authorized to execute the grant agreement on behalf of the City; and

These grant monies be allocated to fund Selective Traffic Enforcement Operations.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH THE COUNTY OF ORANGE FOR THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM; AND ALLOCATION OF THOSE GRANT FUNDS TO THE CITY'S JAIL SERVICES CONTRACT (F: 82.15)

This matter was considered later in the meeting.

ADOPTION OF A RESOLUTION DECLARING A STAGE 1 VOLUNTARY CONSERVATION-WATER WATCH CONSERVATION LEVEL UNDER THE CITY'S WATER CONSERVATION PROGRAM ORDINANCE (F: 112.7)

It was moved by Council Member Jones, seconded by Council Member Beard that:

Resolution No. 9387-16 entitled A Resolution of the City Council of the City of Garden Grove approving the declaration of a Stage 1 Voluntary Conservation—Water Watch Conservation Level imposing certain voluntary water conservation measures pursuant to Section 14.40.041 of the Garden Grove Municipal Code, be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

ADOPTION OF A RESOLUTION CORRECTING A CLERICAL ERROR ON THE PREVIOUSLY APPROVED SALARY SCHEDULE (F: 78.1)

It was moved by Council Member Jones, seconded by Council Member Beard that:

Resolution No. 9388-16 entitled A Resolution of the City Council of the City of Garden Grove, California, approving a new Salary Schedule with correct salary listings for all classifications, be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

RECEIVE AND FILE MINUTES (F: Vault)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The minutes from August 9, 2016, meeting be received and filed.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL OF WARRANTS (F: 60.5)

It was moved by Council Member Jones, seconded by Council Member Beard that:

Regular Warrants 609502 through 609765, 609766 through 610004, 610005 through 610934, and 610935 through 611226; Wires W1635 through W1645, W1646 through W1651, W610312 through W610933, and W1652 through W1657; be approved as presented in the warrant register submitted, and have audited for accuracy and funds are available for payment thereof by the Finance Director.

Payroll Warrants 180076 through 180140, 180141 through 180204, and 180205 through 180270,; Direct Deposits D297579 through D298293, D298292 through D299006, and D99999 through D299715; and Wires W2258 through W2261, W2262 through W2265, and W2266 through W2269; be approved as presented in the payroll register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Jones, seconded by Council Member Beard that:

Full reading of ordinances listed be waived.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH THE COUNTY OF ORANGE FOR THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM; AND ALLOCATION OF THOSE GRANT FUNDS TO THE CITY'S JAIL SERVICES CONTRACT (F: 82.15)

Council Members Beard and Phan stated that they work for the County of Orange but neither has a conflict of interest on this matter.

The City Attorney commented that in the future, when there is no conflict of interest, these types of matters can be considered with the entire Consent Calendar.

It was moved by Council Member Phan, seconded by Council Member Jones that:

The Agreement with the County of Orange for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) program; and allocation of those grant funds to the City's jail services, be approved; and

The Mayor be authorized to execute the agreement with the County of Orange to partially fund the Police Department's Jail Services Contract with The GEO Group, Inc.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

PUBLIC HEARING - ADOPTION OF A RESOLUTION ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES (F: 60.2)

Following staff's presentation, Mayor Nguyen declared the Public Hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Charles Mitchell

There being no response from the audience, the Public Hearing was declared closed.

Council Member Bui expressed concern that some of the fees, while fair, jumped substantially and could place a burden on the residents. He suggested that the fees be phased in over two years.

Staff indicated that a survey of Orange County cities was done, and Garden Grove's fees are lower than most other cities. The increase in the fees include direct cost to provide the service.

Council Member Jones commented that this is a housekeeping measure, with the City only receiving fees for service.

Council Member Beard commented that it has been quite a number of years since the fees have been increased, and recommended to staff that the fees be reviewed more periodically. In addition, he stated that raising the fees is a sound business decision because of the cost of doing business and the City's structural deficit.

After further City Council discussion, it was moved by Council Member Beard, seconded by Council Member Jones that:

Resolution No. 9389-16 entitled A Resolution of the City Council of the City of Garden Grove establishing and amending user fees for various City services be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPOINTMENTS TO THE MAIN STREET COMMISSION (F: 122.6A)

It was moved by Mayor Nguyen, seconded by Council Member Beard that:

Patrick Hawkins and John Wietor be appointed as Commissioners to the Main Street Commission.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

CONSIDERATION OF WAIVER OF CORRECTION NOTICES FOR REMOVAL OF UNPERMITTED TREES IN THE PUBLIC RIGHTS-OF-WAY (F: 50.2)

Following staff's presentation, it was moved by Council Member Bui, seconded by Council Member Jones that:

The City Council concurred with the actions taken by Public Works Department staff in regard to Correction Notices posted to remove unpermitted trees from the parkways.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

AWARD CONTRACT TO CORA CONSTRUCTORS, INC. FOR CONSTRUCTION OF
PROJECT NO. 7369 - THE MWD INTERCONNECT AND PRV FACILITIES
REHABILITATION (F: 112.proj.7369)

Following staff's presentation, it was moved by Council Member Jones, seconded by Council Member Beard that:

A contract be awarded to Cora Constructors, Inc. for the construction of Project No. 7369 - The MWD Interconnect and PRV Facilities Rehabilitation, in the amount of \$526,000; and

The City Manager be authorized to execute the agreement on behalf of the City, and make minor modifications as appropriate.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

APPROVAL OF CORRECTION TO FUND 220 – PUBLIC SAFETY/PROPOSITION 172
AND FUND 226 – POLICE – SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND
(F: 34.1)

Following staff's presentation, it was moved by Council Member Beard, seconded by Council Member Jones that:

An additional \$67,260 be approved and appropriated to Fund 220 Package 6900 Departmental Services – Police for upgrading computers to two screens for the Spillman System; and

\$4,740 be approved and appropriated to Fund 226 Package 6900 Departmental Services – Police for Higher Ground 24-hour Recorder annual maintenance.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

INTRODUCTION OF ORDINANCE AMENDING CHAPTERS 2.50 AND 2.52 OF THE MUNICIPAL CODE RELATING TO PURCHASING AND CONTRACTING PROCEDURES (F: 127.9)(XR: 50.2)

(As approved earlier in the meeting: It was moved by Council Member Jones, seconded by Council Member Beard and carried by a 5-0 vote that full reading of ordinances listed be waived.)

Following staff's presentation, Mayor Nguyen requested information and a second legal opinion on if the City Council followed purchasing and contracting bidding procedures correctly in its decision regarding the City's contracting for legal services.

Council Member Beard raised objection to this discussion, citing that the matter of legal services has been discussed many times prior. Council Member Bui agreed stating that this item has nothing to do with legal services.

City Attorney referenced the Municipal Code wherein it specifically identifies two positions, the City Manager and the City Attorney, that are directly appointed by the City Council and serve at the will of the City Council.

In response to Mayor Nguyen's inquiry on receiving a second opinion, the City Manager and the City Attorney responded that the City Council would have to authorize a budget allocation at the time giving direction to the City Manager to move forward on anything that is not a budgeted item.

After further City Council discussion, it was moved by Council Member Bui, seconded by Mayor Nguyen that:

Ordinance No. 2872 entitled:

An Ordinance of the City Council of the City of Garden Grove amending provisions of Chapters 2.50 and 2.52 of Title 2 of the Garden Grove Municipal Code relating to purchasing and contracting procedures, after being introduced for first reading, be passed to second reading.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

RECESS

At 8:38 p.m., Mayor Nguyen recessed the meeting.

RECONVENE

At 8:50 p.m., Mayor Nguyen reconvened the meeting with all Council Members present.

CONSIDERATION OF ABATEMENT ACTION FOR THE LOTUS PLAZA PROJECT (GALLERIA PROJECT) 10080 AND 10189 GARDEN GROVE BOULEVARD, GARDEN GROVE (F: 20.GPA-2-05(A))

Alexis Gevorgian and Tom Willard addressed the City Council.

Following staff's presentation, it was moved by Mayor Nguyen, seconded by Council Member Jones that:

The City Council continue its consideration of this matter until staff determines the process is not moving forward.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

CONSIDERATION OF A REQUEST BY THE GARDEN GROVE DOWNTOWN BUSINESS ASSOCIATION AND GARDEN GROVE NEIGHBORHOOD ASSOCIATION TO VIDEOTAPE AND AIR THE GARDEN GROVE MAYORAL AND CANDIDATES FORUM ON CHANNEL 3 (F: 88.1)

Following staff's presentation, the City Council discussed whether the City should involve itself in the political arena.

It was moved by Council Member Bui, seconded by Council Member Beard that:

The request to videotape and air the candidate's forum be denied.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

SECOND READING AND ADOPTION, BY TITLE ONLY, OF ORDINANCE NO. 2871 AMENDING SECTION 8.40.050 OF THE MUNICIPAL CODE RELATING TO INTOXICATING BEVERAGES WITHIN CITY PARKS (F: 50.2)(XR: 73.1)

(As approved earlier in the meeting: It was moved by Council Member Jones, seconded by Council Member Beard and carried by a 5-0 vote that full reading of ordinances listed be waived.)

Following the reading of the title of Ordinance No. 2871 into the record, it was moved by Council Member Phan, seconded by Council Member Jones that:

Ordinance No. 2871 entitled

An Ordinance of the City Council of the City of Garden Grove amending Section 8.40.050 of the Garden Grove Municipal Code relating to intoxicating beverages within City parks, be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

TRANSMITTAL OF THE INDEPENDENT AUDIT REPORT REGARDING THE SERVICES PROVIDED BY THE "PUBLIC SAFETY ADMINISTRATIVE OFFICER" DURING THE PERIOD OF SEPTEMBER 30, 2014 TO NOVEMBER 25, 2014 (F: 46.5)

Following City Council discussion, it was moved by Mayor Nguyen, seconded by Council Member Jones that:

The independent audit report be received and filed.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

DISCUSSION OF FREEWAY ORIENTED DIGITAL SIGNS (F: 94.1)

Following City Council discussion, staff was directed to prepare a master plan study and recommendations for on-premise signs and billboards.

REQUEST TO AGENDIZE DISCUSSION REGARDING MEMORIAL AT GARDEN GROVE PARK, AS REQUESTED BY COUNCIL MEMBER BUI (F: 73.5)

Following City Council discussion, it was moved by Council Member Bui, seconded by Council Member Beard that:

The matter regarding a memorial at Garden Grove Park be placed on the next City Council agenda.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

CONVENE CLOSED SESSION

At 10:36 p.m., Mayor Nguyen announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1):

City of Garden Grove v. On Deck Buds, et al., OCSD Case No. 30-2016-00864776

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1):

City of Garden Grove v. Kamran, et al., OCSD Case No. 30-2016-00864785

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1):

Creamer v. City of Garden Grove, et al., OCSD Case No. 30-2016-00868140

ADJOURN CLOSED SESSION

At 1:22 a.m., Mayor Nguyen adjourned the Closed Session.

CLOSED SESSION REPORT

City Attorney Sandoval reported that there was no reportable action.

ADJOURNMENT

At 1:23 a.m., Mayor Nguyen adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, September 27, 2016, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Kathleen Bailor, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Approval of Date: 10/11/2016
 Warrants. (*Action Item*)

Attached are the City of Garden Grove warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	10/6/2016	Backup Material	City_Council_warrants_10-11-16.pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
589582	LUCAS, DON	REV & VOID	-112.50 *
605462	RONALD WOLLAND	REV & VOID	-240.00 *
610403	DOAN, KYLAM	REV & VOID	-1,210.00 *
610527	LAMPLIGHTER VILLAGE APTS	REV & VOID	-7,998.00 *
611012	ORANGE COUNTY STRIPING SERV	REV & VOID	-340.00 *
611080	NOBLE, SUSAN	REV & VOID	-150.00 *
611099	LE, GIAP PHU	REV & VOID	-45.00 *
611115	O.C. HOUSING AUTHORITY	REV & VOID	-150.00 *
611173	FORD OF ORANGE	REV & VOID	-6,582.21 *
611335	JAEGER, WILLIAM	REV & VOID	-350.00 *
611490	SHANNON WAINWRIGHT	REV & VOID	-831.00 *
611507	A-1 FENCE COMPANY	REV & VOID	-1,983.45 *
611556	REPUBLIC SERVICES #676	REV & VOID	-194.22 *
611591	R.J. NOBLE COMPANY	REV & VOID	-466,200.12 *
611598	ORANGE COUNTY NEWS	REV & VOID	-100.00 *
611630	SITEONE LANDSCAPE SUPPLY HLDING	REV & VOID	-1,968.17 *
611846	AT&T	TELEPHONE	2,265.45 *
611847	AT&T	TELEPHONE	2,110.44 *
611848	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	915.06 *
611849	CITY OF GARDEN GROVE	WATER	182.02 *
611850-611854	VOID WARRANTS		
611855	SO CALIF EDISON CO	ELECTRICITY	191,186.06 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611856	SO CALIF GAS CO	NATURAL GAS	8,633.08 *
611857	TIME WARNER CABLE	CABLE	891.45 *
611858	HDL COREN & CONE	OTHER PROF SERV	5,312.50 *
611859	MAILFINANCE INC	MAINT-SERV CONTRACTS	990.00
		INTEREST COSTS	27.52
		LONG TERM DEBT	1,019.48
		PROPERTY TAXES	108.71
			2,145.71 *
611860	HILL'S BROS LOCK & SAFE INC	OTHER MINOR TOOLS/EQ	37.80 *
611861	HOWEY, SHANE	MED TRUST REIMB	42.54 *
611862	i.i. FUELS, INC	MV GAS/DIESEL FUEL	17,051.52 *
611863	KIM, LISA	LODGING	1,470.00 *
611864	MAMCO, INC.	STREET CONSTR CONT	198,079.75 *
611865	LEGAL SHIELD	LEGAL	1,237.90 *
611866	SANTA ANA RIVER FLOOD PROTECTION AGY	DUES/MEMBERSHIPS	1,300.00 *
611867	SAUCEDO, DANA	MED TRUST REIMB	93.00 *
611868	SUNSET SIGNS AND PRINTING INC	SIGNS/FLAGS/BANNERS	28,858.84 *
611869	U.S. BEHAVIORAL HEALTH PLAN, CA	NON-SPEC CONTR SERV	1,638.00 *
611870	ST PAUL LUTHERAN CHURCH OF OLIVE CA	DEPOSIT REFUNDS	14.00 *
611871	COUNTY OF ORANGE TREASURER REVENUE RECOVERY	CITATION DIST	31,481.00 *
611872	SWANK MOTION PICTURES, INC.	TAXES/LICENSES	303.00 *
611873	GWGG, LLC	MISC DEP REFUND	7,385.00 *
611874	SHAHBAZAYAN, NAIRA	DEPOSIT REFUND	798.07 *

PAGE TOTAL FOR "*" LINES = 306,773.16

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611875	CHEVRON & TEXACO UNIVERSAL CARD	MV GAS/DIESEL FUEL	426.47 *
611876	KOREAN AMERICAN FESTIVAL FNDTN OF OC	DEPOSIT REFUND	15,000.00 *
611877	DEAL, LUCIA	LAND/BLDG/ROOM RENT	300.00 *
611878	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	24,417.53 *
611879	CAROLINA'S ITALIAN CUISINE RESTAURANT	FOOD	529.19 *
611880	N.E.A.D., INC. DBA NEAD/MYCIVIC	OTHER PROF SERV	900.00 *
611881	CO. OF ORANGE	WAGE ATTACHMENT	831.00 *
611882	NATIONAL TRAINING CONCEPTS	TUITION/TRAINING	1,641.00 *
611883	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	7,998.00 *
611884-611885	VOID WARRANTS		
611886	HOME DEPOT CREDIT SERVICES	MOTOR VEH PARTS	109.46
		PAINT/DYE/LUBRICANTS	966.25
		JANITORIAL SUPPLIES	21.54
		ELECTRICAL SUPPLIES	142.41
		HSHLD EQUIP/SUPPLIES	323.50
		MAINT SUPP-TRAFF SIG	37.70
		OTHER MAINT ITEMS	1,077.87
		OFFICE SUPPLIES/EXP	29.88
		GEN PURPOSE TOOLS	183.88
		OTHER MINOR TOOLS/EQ	2,790.52
		OTHER REC/CULT SUPP	34.67
		LUMBER	41.93
		HARDWARE	453.84
		AGGREGATES/MASONRY	117.62
		OTHER CONST SUPPLIES	61.42
			6,392.49 *
611887	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	488,452.17 *
611888	FIRST BANKCARD UNION BANK OF CALIFORNIA	L/S/A TRANSPORTATION	710.60
		LODGING	2,594.10
		OTHER CONF/MTG EXP	347.18
		TUITION/TRAINING	170.00

PAGE TOTAL FOR "*" LINES = 546,887.85

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611889	ADMINSURE	14/15 SLEEF	375.00
611890	A-1 FENCE COMPANY	SELF-INS ADMN	4,196.88 *
611891	ALAN'S LAWN AND GARDEN CENTER INC.	OTHER PROF SERV	16,445.00 *
611892	ALL AMERICAN ASPHALT	OTHER PROF SERV	1,808.00 *
611893	ALLSTAR FIRE EQUIPMENT INC.	REPAIRS-FURN/MACH/EQ	83.06
611894	AMTECH ELEVATOR SERVICES	MOTOR VEH PARTS	1,843.90
611895	APPLE INC	ASPHALT PRODUCTS	1,926.96 *
611896	ARNAZ ENGINEERING CONTRACTORS INC	SAFETY EQUIP	751.90 *
611897	BIG RON'S AUTO BODY & PAINT, INC.	MAINT-SERV CONTRACTS	143.48 *
611898	BOUND TREE MEDICAL LLC	TUITION/TRAINING	707.75 *
611899	RUSSELL SIGLER INC.	HARDWARE	237.00
611900	CDW-GOVERNMENT INC	WTR/SWR CONST CONTR	1,506.36
611901	CJ CONCRETE CONSTRUCTION, INC.	REPAIRS-FURN/MACH/EQ	1,743.36 *
611902	C.WELLS PIPELINE MATERIALS INC.	MEDICAL SUPPLIES	3,876.52 *
611903	CAMERON WELDING SUPPLY	AIR COND SUPPLIES	4,165.55 *
		SOFTWARE	448.35 *
		MAINT-SERV CONTRACTS	255.04 *
		WHSE INVENTORY	123,974.40 *
		MOTOR VEH PARTS	1,978.16 *
		OTHER MAINT ITEMS	185.26
		ASPHALT PRODUCTS	42.41
		WHSE INVENTORY	95.53
		OFFICE SUPPLIES/EXP	323.20 *
611904	SUPPLYWORKS	WHSE INVENTORY	1,044.27 *
611905	COMLINK LASERCARE	OFFICE SUPPLIES/EXP	423.01 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611906	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	255.00 *
611907	L.N.CURTIS & SONS	SAFETY EQ/SUPPLIES	574.75 *
611908	EWING IRRIGATION PRODUCTS, INC.	OTHER AGR SUPPLIES PIPES/APPURTENANCES OTHER MAINT ITEMS	28.51 24.58 879.55 932.64 *
611909	FARMER BROTHERS CO.	FOOD SERV SUPPL	489.80 *
611910	FORD OF ORANGE	MOTOR VEH PARTS	1,010.52 *
611911	FRYE SIGN CO	MOTOR VEHICLE MAINT	920.00 *
611912	MONTROSE ENVIRONMENTAL GROUP ES ENGINEERING SERVICES	CONTRACTUAL SERV	5,287.50 *
611913	GANAHL LUMBER COMPANY	OTHER MINOR TOOLS/EQ	67.54 *
611914	REPUBLIC SERVICES #676	REFUSE COLL SERV	130.92 *
611915	GRAFFITI PROTECTIVE COATINGS, INC.	TRAFFIC SIGNAL MAINT	508.86 *
611916	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	2,675.60 *
611917	HARRIS & ASSOCIATES, INC	ENGINEERING SERVICES	12,500.00 *
611918	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS HARDWARE	25.50 78.19 103.69 *
611919	HILL'S BROS LOCK & SAFE INC	MAINT OF REAL PROP OTHER PROF SERV MOTOR VEH PARTS OTHER MAINT ITEMS HARDWARE	101.50 125.48 1,135.36 75.55 1,070.17 2,508.06 *
611920	APPLE ONE EMPLOYMENT SVS	TEMP AIDE SERVICES	2,354.61 *
611921	KATO LANDSCAPE, INC	IRRIGATION CONST	108,214.50 *
611922	KNORR SYSTEMS, INC.	MAINT OF REAL PROP	198.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611923	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	577.58 *
611924	LEE*, JANY H.	TRAVEL ADVANCE-H.R. L/S/A TRANSPORTATION LODGING	228.00 180.96 738.80 1,147.76 *
611925	GARDEN GROVE ACE HARDWARE	GEN PURPOSE TOOLS	21.58 *
611926	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	35.00 *
611927	NEGRON, RUDOLPH J	EMPL COMPUTER PURCH	999.99 *
611928	NICKEY PETROLEUM CO., INC.	PAINT/DYE/LUBRICANTS	761.56 *
611929	R.J. NOBLE COMPANY	OTHER MAINT ITEMS STREET CONSTR CONT	3,717.62 441,215.96 444,933.58 *
611930	VOID WARRANT		
611931	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	3,638.52 *
611932	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	320.16 *
611933	CITY OF ORANGE	ELECTRICITY TRAFFIC SIGNAL MAINT	157.43 141.75 299.18 *
611934	ORANGE COUNTY CONSERVATION CORP	OTHER PROF SERV	8,499.75 *
611935	ORANGE COUNTY FIRE PROTECTION	REPAIRS-FURN/MACH/EQ MAINT-SERV CONTRACTS	420.83 4,155.16 4,575.99 *
611936	O.C. HOUSING AUTHORITY	MOBILITY INSP FEE	1,275.00 *
611937	ORANGE COUNTY NEWS	ADVERTISING	570.89 *
611938	ORANGE COUNTY WELDING, INC.	REPAIRS-FURN/MACH/EQ OTHER MAINT ITEMS	1,600.00 3,500.00

PAGE TOTAL FOR "*" LINES = 467,656.54

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611939	OVERLAND, PACIFIC & CUTLER INC.	CONTRACTUAL SERV	5,100.00 *
		LEGAL FEES	125.00
			1,631.10
			1,756.10 *
611940	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	324.67 *
611941	DAY & NIGHT PLUMBING, INC	MAINT-SERV CONTRACTS	550.00 *
611942	PENCO ENGINEERING, INC.	ENGINEERING SERVICES	18,590.00 *
611943	PRIME TRUCK TIRE SERVICE	MOTOR VEHICLE MAINT	250.00 *
611944	AT&T GLOBAL SERVICES INC	TELEPHONE	594.00 *
611945	SAFETY 1st PEST CONTROL, INC	MAINT OF REAL PROP	725.00 *
611946	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	31.50 *
611947	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	445.24 *
611948	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	585.62 *
611949	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	2,182.33 *
611950	SMITH EMERY LABORATORIES	ENGINEERING SERVICES	3,705.00 *
611951	SOUTH COAST EMERGENCY VEHICLE SERVICES	MOTOR VEH PARTS	5,772.28 *
611952	SPARKLETT'S	OTHER RENTALS	91.93
		BOTTLED WATER	211.25
			303.18 *
611953	STERLING SLEEP SYSTEMS	HSHLD EQUIP/SUPPLIES	1,112.12 *
611954	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	965.15 *
611955	STOVER, LAURA	TRAVEL ADVANCE-H.R.	228.00
		LODGING	478.41
			706.41 *
611956	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	3,024.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611957	TEX-WIL INC. DBA RICHARD JONES PIT BBQ	CATERING SERVICES	645.00 *
611958	HONEYWELL (FORMER TOTAL FIRE GROUP)	SAFETY EQUIP	820.44 *
611959	TRUCK & AUTO SUPPLY INC. TrucParCo	OTHER MAINT ITEMS	75.75 *
611960	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	286.00 *
611961	UNIFIRST CORP	LAUNDRY SERVICES	855.22 *
611962	UNITED PARCEL SERVICE	DELIVERY SERVICES	33.18 *
611963	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	21.87 *
611964	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,976.10 *
611965	GRAINGER	WHSE INVENTORY HARDWARE	1,009.51 146.04 1,155.55 *
611966	WALLACE & ASSOCIATES CONSULTING	ENGINEERING SERVICES	20,945.60 *
611967	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	441.28 *
611968	WAXIE SANITARY SUPPLY	WHSE INVENTORY	818.62 *
611969	WEST-LITE SUPPLY CO INC	ELECTRICAL SUPPLIES	5.29 *
611970	FERGUSON ENTERPRISES, INC	PIPES/APPURTENANCES	15.71 *
611971	WESTCOAST MUFFLER	REPAIRS-FURN/MACH/EQ	1,131.80 *
611972	WESTERN EXTERMINATOR	MAINT OF REAL PROP MAINT-SERV CONTRACTS ASPHALT PRODUCTS	3,221.00 84.50 548.08 3,853.58 *
611973	WILLDAN	OTHER PROF SERV	1,797.00 *
611974	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	20,528.15 *
611975	BAUER, LUCAS	TUITION/TRAINING	325.00 *

PAGE TOTAL FOR "*" LINES = 55,731.14

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611976	DTNTech MARKETING	OTHER CLOTHING ITEMS AWARDS/TROPHIES	522.72 196.20 718.92 *
611977	CYGANY, INC	OTHER MAINT ITEMS	84.00 *
611978	GRAPHIC CONTROLS LLC	PAPER/ENVELOPES	920.12 *
611979	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS FURN/MACH/EQUIP REPL	1,372.54 48,784.32 50,156.86 *
611980	PROFESSIONAL COLLISION	MOTOR VEHICLE MAINT	928.00 *
611981	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	MOTOR VEH PARTS	100.55 *
611982	COMMERCIAL AQUATIC SERVICES	LABORATORY CHEMICALS	1,094.40 *
611983	VIET BAO DAILY, INC.	ADVERTISING	100.00 *
611984	ICC ORANGE EMPIRE CHAPTER	TUITION/TRAINING	60.00 *
611985	AUTOMOTIVE TRAINING AUTHORITY, INC.	TUITION/TRAINING	418.00 *
611986	BEE REMOVERS	NON-SPEC CONTR SERV	115.00 *
611987	CAMFIL, USA INC.	OTHER MAINT ITEMS	653.09 *
611988	HUBER, PETER M	TUITION/TRAINING	220.00 *
611989	DISCOVERY SCIENCE CENTER	OTHER PROF SERV	8,234.00 *
611990	SCHORR METALS, INC.	HARDWARE	400.93 *
611991	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV NSP HOME IMP GRANT	169.60 69.07 238.67 *
611992	DUNHAM, JEANNE K. DBA JEANNE K. JONES-DUNHAM	FACT:CMT SUPVSR	1,080.00 *
611993	BATTERY SYSTEMS	MOTOR VEH PARTS	1,487.64 *
611994	AMERICAN ASPHALT SOUTH, INC.	MAINT-SERV CONTRACTS	191,128.76 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
611995	GRIMCO, INC.	SIGNS/FLAGS/BANNERS	157.51 *
611996	ENVIROCHECK	MAINT OF REAL PROP	495.00 *
611997	BIRDWELL, GUY	DEPOSIT REFUNDS	35.00 *
611998	MAGIC ENTERTAINMENT INC.	OTHER PROF SERV	892.00 *
611999	RIGHTIME HOME SERVICES	FEE REFUND	12.00
		PLAN CK FEE REFUND	152.00
			164.00 *
612000	LEMOND, RODERICK	MISC REFUND	39.11 *
612001	D T D ELECTRIC	STATE ADA PASSTHRU	0.30
		BUS OPER TAX REFUND	42.50
		BOT FEE REFUND	10.00
		CITY ADA ASMT 70%	0.70
			53.50 *
612002	AV TRAVEL VONG QUANH THE GIOI INC	BUS OPER TAX REFUND	216.84 *
612003	KETCH-ALL COMPANY	OTHER MAINT ITEMS	1,118.94 *
612004	BANNER BANK	STREET CONSTR CONT	23,221.90 *
612005	RODRIGUEZ, SYLVIA	DEPOSIT REFUNDS	95.00 *
612006	ALLIANCE ENVIRONMENTAL GROUP	MAINT-SERV CONTRACTS	850.00 *
612007	GOUNTOUMA, LIA	SAFETY EQ/SUPPLIES	178.98 *
612008	CANNON, TIMOTHY	DUES/MEMBERSHIPS	90.00 *
612009	YO-FIRE SUPPLIES	WHSE INVENTORY	8,199.12 *
612010	BSN SPORTS, LLC	OTHER PROF SERV	595.00 *
612011	JERRY BRENEMAN	TUITION/TRAINING	325.00 *
612012	LINE GEAR FIRE & RESCUE EQUIPMENT	WILDLAND/SAFETY	6,922.80 *
612013	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	60,214.54 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612014	PAUL MILLER CONSTRUCTION	DEPOSIT REFUND	1,200.00
		WATER REFUND	-1,136.47
			63.53 *
612015	D'ALESIO, INC.	SAFETY EQ/SUPPLIES	434.05 *
612016	SOUTHERN COMPUTER WAREHOUSE, INC	MINOR OFFICE FURN/EQ	730.47 *
612017	GREG WILLIAMS	TUITION/TRAINING	200.00 *
612018	RONALD WOLLAND	SAFETY EQ/SUPPLIES	240.00 *
612019	PREMIUM QUALITY LIGHTING	MOTOR VEHICLE MAINT	455.00
		ELECTRICAL SUPPLIES	1,934.93
			2,389.93 *
612020	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	46.15 *
612021	INT'L COUNCIL OF SHOPPING CTRS	REGISTRATION FEES	600.00 *
W1667	AGENCY WIRE		
W1668	ANAHEIM/ORANGE COUNTY VISITOR & CONVENTION BUREAU	AMT DUE VCB	192,431.72 *
W1669	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,707.96 *
W1670	US DEPARTMENT OF HUD	PENSION PAYMENT	56,013.00 *
W1671	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	4,829.58 *
W1672	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	949,041.58 *
W1673	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	27.30 *
W1674	DELTA CARE USA	SELF-INS ADMN	7,797.04 *
W1675	AGENCY WIRE		

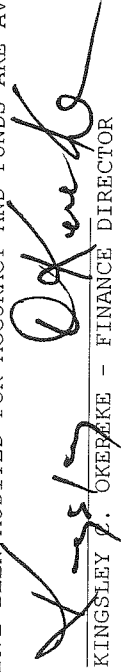
PAGE TOTAL FOR "*" LINES = 1,222,552.31

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/28/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
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	FINAL TOTAL	3,198,271.16 *	
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DEMANDS #611846 - 612021 AND WIRES W1668 - W1674 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL SEPTEMBER 28, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


KINGSLEY L. OKERKE - FINANCE DIRECTOR

180319	HUNTER W KING	3978.06	180320	MICHAEL J MC CLELLAN	2261.43
180321	KAREN J BROWN	614.74	180322	JUDITH A MOORE	1863.91
180323	DIANE BELAIR	1408.18	180324	AMANDA M POLLOCK	1105.84
180325	JO ANNE M CHUNG	1747.06	180326	TIMOTHY E THRONE	437.69
180327	THOMAS E BUTTERS	1963.47	180328	CHRIS M VERES	2814.76
180329	ROBERT R MOUNGEY	342.21	180330	MICHAEL F ROCHA	2261.95
180331	ALEJANDRO ORNELAS	940.91	180332	JAVIER RODRIGUEZ	890.55
180333	DANIEL C MOSS	2102.81	180334	YUKIYOSHI NAKAGAWA	1377.51
180335	CHRISTOPHER A RAHE	566.76	180336	SOUHELIA K GOUNTOUNMA	1450.69
180337	ANA E PULIDO	3269.11	180338	STEPHANIE AMBRIZ	187.35
180339	VALERIA J BARON	372.22	180340	DAVID D BARRAGAN	7.10
180341	CASEY S BEARD	244.28	180342	DEANNA M CHUMACERO	1109.83
180343	STEVEN E GOMEZ	435.89	180344	JOHN C KONRAD	9.97
180345	ARIANA D RUVALCABA	59.43	180346	PHILIP J SEYMOUR	373.33
180347	MIRANDA M TORRES	473.98	180348	TIFFANY M GRIEGO	474.52
180349	ISAAC DAVILA	350.43	180350	MICHELLE N ESTRADA-MONSA	387.95
180351	JULIAN TAPIA	335.78	180352	RANDY L TUCKER	963.45
180353	SHELBY KEULIAN	726.18	180354	JENNIFER V ROMBOUGH	1757.34
180355	KIMBRA S VELLANOWETH	1404.94	180356	O.C.E.A. GENERAL	2103.00
180357	O.C.E.A.	1040.55	180358	COMMUNITY HEALTH CHARITI	50.00
180359	GARDEN GROVE POLICE ASSO	1600.00	D300419	KRIS C BEARD	210.84
D300420	PHAT T BUI	2.12	D300421	STEVEN R JONES	19.30
D300422	BAO Q NGUYEN	1.65	D300423	CHRIS V PHAN	198.00
D300424	PAMELA M HADDAD	1475.68	D300425	SCOTT C STILES	6580.73
D300426	MARIA A STIPE	4881.76	D300427	KATHLEEN BAILOR	2632.09
D300428	CATHERINE L FOX	407.20	D300429	DENISE KEHN	1927.47
D300430	MARITZA PIZARRO	1470.57	D300431	TERESA L POMEROY	2389.53
D300432	SHAUNA J CARRENO	1862.02	D300433	TERESA G CASEY	1160.96
D300434	VIRGINIA DELGADO	1385.16	D300435	DANNY HUYNH	3155.11
D300436	VILMA C KLOESS	1737.68	D300437	IVY LE	1673.13
D300438	TAMMY LE	1441.19	D300439	LINDA MIDDENDORF	2255.00
D300440	ROSALINDA MOORE	1251.16	D300441	MARIA A NAVARRO	2062.48
D300442	PHUONG-VIEN T NGUYEN	2293.41	D300443	QUANG NGUYEN	2191.00
D300444	TINA T NGUYEN	1901.97	D300445	THYANA T PHI	2093.80
D300446	MARIA RAMOS	1945.60	D300447	TANYA L TO	1623.23
D300448	CUONG K TRAN	1982.61	D300449	ELAINE TRUONG	1370.56
D300450	THANH-NGUYEN VO	1730.16	D300451	CARLOS MARQUEZ	2627.68
D300452	SYLVIA GARCIA	2105.25	D300453	KINGSLEY C OKEREKE	4897.93
D300454	ANN CAO EIFERT	2339.17	D300455	HEIDI M JANZ	2143.05
D300456	CHRISTI C MENDOZA	246.72	D300457	DEBORAH A POWELL	1165.38
D300458	MARGARITA A ABOLA	1666.25	D300459	ELLIS EUN ROK CHANG	2593.78
D300460	HENRY CHAO	2461.69	D300461	JANET J CHUNG	1842.86
D300462	CLAUDIA FLORES	3014.98	D300463	CARRIE S HANES	2003.54
D300464	RHONDA C KAWELL	2644.46	D300465	ROBERT W MAY	1364.69
D300466	SHAWNA A McDONOUGH	1180.86	D300467	ALEXANDER TRINIDAD	2811.84
D300468	LIGIA ANDREI	1310.76	D300469	ARIANA B BAUTISTA	1370.30
D300470	PAMELA S GILLIS	2258.27	D300471	SUE J GULLEY	503.01
D300472	JEFF N KURAMOTO	2093.02	D300473	CHELSEA E LUKAS	1477.36

**** PAGE TOTAL = 149301.18

D300474	EDWARD E MARVIN JR	1641.96	D300475	ANGELA M MENDEZ	1696.63
D300476	MONICA A NEELY	2681.11	D300477	JENNIFER L PETERSON	1702.39
D300478	ANH PHAM	1431.94	D300479	EVA RAMIREZ	1552.34
D300480	JAIME F CHAVEZ	1361.03	D300481	GARY F HERNANDEZ	1547.06
D300482	SANDRA E SEGAWA	3059.98	D300483	ALANA R CHENG	2038.77
D300484	LISA L KIM	3737.71	D300485	MICHAEL G AUSTIN	2316.36
D300486	TODD C HARTWIG	2184.74	D300487	AARON J HODSON	1638.29
D300488	JERROLD R HOLSTEIN	926.87	D300489	DONALD E LUCAS	2454.32
D300490	DAVID B MARCUM	862.93	D300491	NABIL L TEWFIK	3396.41
D300492	LIZABETH C VASQUEZ	1583.34	D300493	RODRIGO E VICTORIA	1194.70
D300494	DANIEL A WINDHAM	2282.90	D300495	ISABELLA C ZANDVLIET	1852.91
D300496	CHRISTOPHER CHUNG	2279.56	D300497	PAUL GUERRERO	2845.96
D300498	KARL J HILL	3771.22	D300499	HUONG Q LY	431.47
D300500	LEE W MARINO	3153.22	D300501	MARIA L MEDRANO	1748.88
D300502	MARIA C PARRA	2257.20	D300503	ERIN WEBB	3039.22
D300504	GREG BLODGETT	4577.94	D300505	MONICA COVARRUBIAS	2381.28
D300506	GRACE E LEE	2184.69	D300507	AMEENAH ABU-HAMDIYYAH	1601.03
D300508	JULIE A ASHLEIGH	1712.14	D300509	RYTA M CRAMER	1943.52
D300510	RALPH V HERNANDEZ	2005.50	D300511	ALLISON MILLS	909.86
D300512	JIMMY NGUYEN	1716.61	D300513	ROY N ROBBINS	2556.02
D300514	NIDA R WATKINS	2258.81	D300515	MICHAEL C BOS	2100.16
D300516	HOWARD R BROWN	2220.16	D300517	DANIEL J CANDELARIA	3952.65
D300518	KAMYAR DIBAJ	2517.51	D300519	NICOLAS C HSIEH	2775.01
D300520	ROSEMARIE JACOT	1869.75	D300521	NAVIN B MARU	3080.14
D300522	MICHAEL F SANTOS	2505.42	D300523	MARK P UPHUS	3163.28
D300524	JOSE A VASQUEZ	1835.51	D300525	ANA G VERGARA NEAL	2022.40
D300526	DAI C VU	3454.90	D300527	KHANG L VU	2258.34
D300528	JOSHUA J ARIONUS	1554.98	D300529	RUTH A BARSOOTTI	468.49
D300530	JAN BERGER	1748.35	D300531	ROBERT P BERMUDEZ	2719.63
D300532	TIM P CANNON	2497.10	D300533	MYUNG J CHUN	2931.24
D300534	CARINA M DAN	242.19	D300535	RYAN H DAVIS	410.05
D300536	RONALD W DIEMBERT	1782.35	D300537	CHRIS N ESCOBAR	2249.61
D300538	JASON A FERTAL	1846.27	D300539	ALEJANDRO GONZALEZ	2835.02
D300540	MICHAEL J GRAY	1552.43	D300541	LARRY GRIFFIN	2984.40
D300542	ROBERT ALAN HAENDIGES	1856.47	D300543	RYAN S HART	1401.77
D300544	ROBERT M HIGGNEOTHAM	1143.73	D300545	EDWARD A HUY	3133.58
D300546	VIDAL JIMENEZ	1625.35	D300547	SAMUEL K KIM	3670.77
D300548	SHAN L LEWIS	1505.36	D300549	REBECCA PIK KWAN LI	2806.47
D300550	SCOTT T LOWE	2559.15	D300551	DAVID MA'AE	1990.37
D300552	TYLER MEISLAHN	1735.13	D300553	JESSE K MONTGOMERY	1739.80
D300554	STEVEN J MOYA JR	1783.73	D300555	BASIL G MURAD	2469.99
D300556	KIRK L NATLAND	498.00	D300557	DUC TRUNG NGUYEN	1727.96
D300558	CORNELIU NICOLAE	1870.26	D300559	ANDREW I ORNELAS	2276.03
D300560	DAVID A ORTEGA	1824.76	D300561	CELESTINO J PASILLAS	2323.10
D300562	WILLIAM F PEARSON	1944.16	D300563	LES A RUITENSCHILD	2459.77
D300564	JONATHAN RUIZ	1742.80	D300565	MODESTO R SALDANA	1732.05
D300566	ALEXIS SANTOS	1238.55	D300567	ADRIAN M SARMIENTO	2392.88
D300568	ALBERT TALAMANTES JR	660.97	D300569	MINH K TRAN	1552.91

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D300570	ALEJANDRO N VALENZUELA	3324.16	D300571	KATHLEEN N VICTORIA	1664.52
D300572	RONALD J WOLLAND	1456.74	D300573	VICTOR K YERGENSEN	2487.15
D300574	ALICE K FREGOSO	1671.48	D300575	RAQUEL K MANSON	2307.83
D300576	CAROLYN E MELANSON	1630.73	D300577	WILLIAM E MURRAY JR	5862.25
D300578	EMILY H TRIMBLE	1350.10	D300579	ANTHONY U AGUIRRE	497.62
D300580	RODOLPHO M BECERRA	1580.06	D300581	HELEN L CAMDEN	285.43
D300582	EDGAR A CANO	684.80	D300583	ALBERT J CARRISOZA	1368.75
D300584	MARRAY R CHAPMAN	534.67	D300585	VINCENT L DE LA ROSA	1777.67
D300586	HECTOR M ESPINOZA	1696.50	D300587	ROBERT J FRANCO	673.73
D300588	MAURICIO S GARCIA	2064.77	D300589	GLORIA GAW	1896.51
D300590	RICHARD R GOSSELIN	3223.58	D300591	HERMILO HERNANDEZ	1515.06
D300592	DARNELL D JERRY	719.95	D300593	KEANU M KALOLO	1255.71
D300594	BRENT KAYLOR	1938.12	D300595	BEN A KOSKY	1471.45
D300596	MARK W LADNEY	2077.31	D300597	RAUL LEYVA	3852.92
D300598	ANTONIO R MARTIN	2552.15	D300599	ROBERT P MCLOGAN	609.44
D300600	CARLOS F MENDEZ	1490.79	D300601	RIGOBERTO MENDEZ	2197.78
D300602	STEVEN T ORTIZ	1754.84	D300603	RICHARD L PINKSTON	1743.99
D300604	BRADLEY J POINDEXTER	701.96	D300605	STEVE J TAUANU'U	1808.01
D300606	SUSAN VITALI	930.86	D300607	STEPHANIE A WASINGER	583.84
D300608	JEFFREY G CANTRELL	1766.95	D300609	THOMAS C COUNTS	27.62
D300610	JAMES CUNNINGHAM	2093.34	D300611	EARNEST L DOMINGUEZ	682.14
D300612	JULIA ESPINOZA	1070.66	D300613	ALBERT R EURS II	1965.05
D300614	CECELIA A FERNANDEZ	1069.96	D300615	CONRAD A FERNANDEZ	889.74
D300616	JORGE GONZALEZ	1016.98	D300617	MICHAEL R GREENE	1817.45
D300618	RONALD D GUSMAN	853.98	D300619	GLORIA A HARO	1082.04
D300620	ERIC W JOHNSON	900.09	D300621	KHUONG NGUYEN	1082.04
D300622	VIRGINIA NICHOLS	783.97	D300623	WILLIAM R PICKRELL	2357.14
D300624	CHRISTOPHER L RELEFORD	1549.38	D300625	DELFRADO C REYES	1082.04
D300626	RAFAEL ROBLES	1136.87	D300627	RODERICK THURMAN	1443.83
D300628	EVARISTO VERA	1121.58	D300629	RICHARD L WILLIAMS	1447.15
D300630	ANSELMO AGUIRRE	1985.01	D300631	CHRISTOPHER L ALLEN	1963.72
D300632	JOHN M BRUNING	575.15	D300633	PHILIP J CARTER	2039.93
D300634	RICK L DUVAL	2825.46	D300635	AARON R HANSEN	1836.61
D300636	PATRICIA CLAIR HAYES	2122.57	D300637	HUY HOA HUYNH	2135.57
D300638	BRYAN D KWIAKOWSKI	1231.72	D300639	BRANDON S NUNES	505.04
D300640	CHRISTOPHER B PRUDHOMME	341.07	D300641	ROLANDO QUIROZ	1818.62
D300642	TODD R REED	1635.18	D300643	RONALD E SANDIFORTH	1879.82
D300644	LUIS A TAPIA	1997.51	D300645	MICHAEL W THOMPSON	3040.39
D300646	WILLIAM J WHITE	1803.63	D300647	JEREMY J GLENN	443.62
D300648	JESSE GUZMAN	2543.85	D300649	BRETT A MEISLAHN	1575.43
D300650	MARK E MONSON	2130.80	D300651	ALAN D SARVER	1837.71
D300652	STEPHEN D SUDDUTH	1422.47	D300653	TIMOTHY WALLINGFORD	3154.12
D300654	HILLARD J WILLIAMS	622.57	D300655	ALBERT J HOLMON III	3187.74
D300656	ALLEN L SERNA	2085.02	D300657	VICTOR T BLAS	2074.53
D300658	FRANK X DE LA ROSA	2244.75	D300659	ERVIN DUBRUL	2905.23
D300660	JOSE GOMEZ	1750.84	D300661	BRENT W HAYES	2839.34
D300662	FRANK D HOWNSTEIN	2036.88	D300663	ALLEN G KIRZHNER	2472.26
D300664	KEON DONTRAY NELSON	1687.28	D300665	STEPHEN PORRAS	2451.75

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D300666	ALEJANDRO VALENZUELA JR	1374.90	D300667	JESSE VIRAMONTES	1419.28
D300668	JOHN ZAVALA	1869.94	D300669	VERONICA AVILA	903.32
D300670	JEFFREY P DAVIS	1977.66	D300671	NOELLE N KIM	1599.77
D300672	MISSY M MENDOZA	466.81	D300673	MARIE L MORAN	2242.38
D300674	KRISTY H THAI	1980.49	D300675	YOLANDA A ALVARADO	68.17
D300676	EDWARD D AMBRIZ GARCIA	378.39	D300677	JOSHUA O BAIRD	61.19
D300678	GABRIELLA E BALANDRAN	110.79	D300679	JOSUE BARREIRO MENDOZA	502.66
D300680	NICHOLAS J BARRETT	80.85	D300681	ALEXIS R BAUTISTA-MOYANO	174.59
D300682	ALEJANDRA CAMARENA	273.73	D300683	RACHEL M CAMARENA	1713.12
D300684	RENE CAMARENA	1738.74	D300685	SARAH M CAMBURN	34.34
D300686	MARTI CARROLL	980.91	D300687	VICTORIA M CASILLAS	2018.70
D300688	CYNTHIA A CHEW	2048.56	D300689	MAXINE M COLTER	271.94
D300690	MARLOWE L CONTI	534.37	D300691	JULIE T COTTON	823.99
D300692	KENNETH E CUMMINGS	280.81	D300693	KEVIN J CUMMINGS	425.56
D300694	JEANETTE A DEMENECEES	1004.40	D300695	GRISSELL V EVERASTICO	335.65
D300696	JARED D GARCIA	223.50	D300697	VANESSA L GARCIA	88.21
D300698	JACOB R GRANT	1741.73	D300699	IVANA C HERNANDEZ	55.17
D300700	CAROLINA HONSTAIN	602.19	D300701	KIMBERLY HUY	4198.93
D300702	ANA C IZQUIERDO	487.24	D300703	MARITZA JIMENEZ	390.09
D300704	JOHNNY LUNA	495.20	D300705	ELAINE M MA'AE	2321.56
D300706	JESUS MEDINA	4984.25	D300707	JUAN MEDINA	1764.06
D300708	NICHOLAS M MEDINA	309.07	D300709	MONSERRAT MENDOZA ALVARE	320.22
D300710	JOHN A MONTANCHEZ	3507.07	D300711	BRIANNA M MOORE	757.39
D300712	GINA D NECCO	457.22	D300713	JACOB J NEELY	400.36
D300714	NOEL N NICHOLAS	882.70	D300715	JENNIFER GODDARD NYE	2087.54
D300716	GABRIELA O'CADIZ-HERNAND	2431.73	D300717	LORI OCHOA	1761.11
D300718	CHRISTIAN PANGAN	499.38	D300719	JANET E PELAYO	4357.79
D300720	LEGEND PHAM	98.33	D300721	ARIELLE PICKRELL	41.40
D300722	SUGEIRY REYNOSO	2026.14	D300723	PAIGE L ROBINSON	499.24
D300724	MARINA Y ROMERO	1640.77	D300725	MONICA K ROMO	192.41
D300726	RICARDO SALDIVAR	712.06	D300727	LARISSA E SANTOS	161.55
D300728	DANA MARIE SAUCEDO	1906.19	D300729	EMERON J SCHLUMBERGER	877.42
D300730	KRISTOF A SIERRA	244.16	D300731	ARTURO TORRES ROBLES	167.17
D300732	JACLYN M TROM	314.81	D300733	CLAUDIA VALDIVIA	2513.84
D300734	JEFFREY VAN SICKLE	1890.22	D300735	JOSEFINA L VELAZQUEZ	634.66
D300736	DAISY O VENCES	383.34	D300737	JOSHUA VENCES	137.94
D300738	PAUL E VICTORIA	1194.97	D300739	DAVID M WILMES	447.17
D300740	LUCIA MEDINA-WHITTAKER	597.42	D300741	MILLIE MEROLA	1991.97
D300742	SVETLANA MOURE	1839.77	D300743	THOMAS R SCHULTZ	2521.11
D300744	RANDY ABRAHAMSON	5632.78	D300745	ALBERTO ACOSTA	2640.64
D300746	ANTHONY R ACOSTA	6219.91	D300747	JOHN D BARANGER III	3424.13
D300748	LUCAS B BAUER	2372.40	D300749	BRADLEY D BELL	2705.13
D300750	JERRY R BRENEWAN	4290.46	D300751	JEREMY J BROADWATER	1826.32
D300752	GUY BROWN	2809.15	D300753	JOSE J CAMBEROS	2976.28
D300754	DANIEL L CLEARWATER	3755.45	D300755	YVES G CLERMONT	1878.37
D300756	JOE W CRAWFORD	1862.86	D300757	TIMOTHY A CRAWFORD	3984.91
D300758	JUSTIN D DOYLE	3197.66	D300759	MICHAEL G ECKHARDT JR	2362.14
D300760	DAVID W EDNOFF	5623.62	D300761	STEVE P FELLNER	2978.63

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D300762	JAMES L GABBARD	3988.86	D300763	DREW R GARCIA	2239.51
D300764	JEFF W HANNA	4119.71	D300765	MATTHEW R HENSHAW	2949.09
D300766	MICHAEL L JACOBS	3146.54	D300767	WILLIAM R JAEGER	1545.99
D300768	SCOTT A KUHLMAN	4709.34	D300769	NICHOLAS A LERARIO	1724.29
D300770	COREY L LINDSAY	1990.96	D300771	NORMAN M LOVELY	2743.22
D300772	JOHN M MARQUEZ JR	978.49	D300773	CHEYNE C MAULE	4447.39
D300774	TERRY A MCGOVERN JR	3759.73	D300775	SHANE D MELLE	1983.32
D300776	TRAVIS M MELLE	4145.52	D300777	MARK A NICKELSEN	7212.51
D300778	SON L NGUYEN	4097.05	D300779	FREDERICK N NIBLO	2874.30
D300780	BRENT C PARDOEN	1901.20	D300781	MICHAEL KURT RIETH	2555.01
D300782	WADE E RUHMAN	3245.21	D300783	DENNIS L RUZICKA	2975.37
D300784	TIMOTHY S SAWYER	4336.73	D300785	SCOTT A SCHERER	2128.19
D300786	JEFFREY T SPARGUR	3990.50	D300787	MORRIS B SPELL	6016.76
D300788	WILLIAM S STROHM	2914.63	D300789	JUSTIN D TRAVER	1790.75
D300790	CHRISTOPHER B TRENHOLM	7290.78	D300791	MARIO G VALDERRAMA	2714.08
D300792	KEITH T VELOTTA	6044.43	D300793	DAVID S WALDSCHMIDT	3249.12
D300794	MARK S WEISS	3147.82	D300795	PAUL J WHITTAKER	4392.34
D300796	JEFFREY WILKINS	3005.98	D300797	JOSEPH A WINGERT JR	2623.43
D300798	MYLES A BURROUGHS	1464.03	D300799	DAVID M CARLSON	2439.05
D300800	PARKER W CARY	3224.77	D300801	JOSHUA A FELDMAN	3121.73
D300802	TIMOTHY D FISHER	4811.82	D300803	GARRET M FURUTA	2624.69
D300804	SHANE S HOWEY	1503.85	D300805	PETER M HUBER	2419.94
D300806	JORDAN R JEMIOLA	4885.88	D300807	MATTHEW C KLEIBACKER	3468.90
D300808	ANTHONY L KNAACK	4047.46	D300809	DANIEL J MOORE	4103.75
D300810	GRANT A NOBLE	1938.70	D300811	ERIC S NORRIN	3699.27
D300812	ANTHONY J PAGE	2215.86	D300813	ERIC M PALOMO	2730.69
D300814	ANDREW J ROACH	2384.16	D300815	RICHARD RONSTADT	5733.08
D300816	DAVID C SANCHEZ	1457.89	D300817	NICK R SCHAEFER	1150.09
D300818	ERIC P STOKER	2625.64	D300819	ERIC THORSON	2602.12
D300820	RYAN D VAN WIE	2845.08	D300821	KICKER E VENCILL	2145.35
D300822	GREGORY D WILLIAMS	1316.04	D300823	JONATHAN C WOLFE	2123.80
D300824	JEREMIE E YORKE	2858.58	D300825	NATHAN T BRADY	2930.95
D300826	BRYSON T DAHLHEIMER	1634.59	D300827	LISA S GUARDI	598.89
D300828	DON T NGUYEN	2220.22	D300829	THANH Q NGUYEN	2727.62
D300830	JUSTIN TRUHILL	4590.73	D300831	PEDRO R ARELLANO	3611.88
D300832	TODD D ELGIN	9285.38	D300833	CAROLE A KANEGAE	2127.95
D300834	KRISTEN A BACKOURIS	1459.63	D300835	GENA M BOWEN	1249.40
D300836	JESENIA CAMPOS	1101.56	D300837	HELENA ELISOUSOU	2455.40
D300838	ROBERT D FOWLER	5472.12	D300839	AI KELLY HUYNH	1667.83
D300840	EDUARDO C LEIVA	3791.46	D300841	CINDY S NAGAMATSU HANLON	2330.83
D300842	JEFFREY C NIGHTENGALE	3394.84	D300843	TRAVIS J WHITMAN	4412.64
D300844	CLAUDIA ALARCON	2751.79	D300845	TIMOTHY R ASHBAUGH	1843.37
D300846	ALFREDO R AVALOS	3107.26	D300847	CARLOS BAUTISTA JR	2403.14
D300848	JOSHUA K BENZAD	2837.23	D300849	RYAN S BERLETH	1738.13
D300850	SUMMER A BOGUE	1558.67	D300851	RICHARD O BURILLO	3302.87
D300852	RYAN V BUSTILLOS	2843.43	D300853	ROBERT W CAMPBELL	2645.76
D300854	JUAN C CENTENO	3059.08	D300855	JEROME L CHEATHAM	2568.94
D300856	AARON J COOPMAN	2451.99	D300857	ADAM B COUGHRAN	3378.92

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D300858	GARY L COULTER	2228.54	D300859	NATHANIEL D COX	3049.72
D300860	CHARLIE DANIELEY III	1860.25	D300861	NICHOLAS A DE ALMEIDA LO	3061.53
D300862	KEVIN DINH	3317.12	D300863	KORY C FERRIN	2823.66
D300864	KARI A FLOOD	1832.15	D300865	MICHAEL E GERDIN	2576.40
D300866	JOSEPH P GROSS JR	2216.58	D300867	ALLAN S HARRY	4039.72
D300868	BRIAN HATFIELD	2968.77	D300869	WILLIAM T HOLLOWAY	3385.47
D300870	JASON L JOHNSON	2075.21	D300871	MICHAEL J JOHNSON	2415.00
D300872	GERALD F JORDAN	2555.07	D300873	ARION J KNIGHT	2837.76
D300874	TIMOTHY P KOVACS	2825.93	D300875	AUSTIN C LAVERTY	2070.17
D300876	CHRISTOPHER LAWTON	2606.57	D300877	RAFAEL LOERA JR	2309.99
D300878	JON D LOFQUIST	2377.12	D300879	MATTHEW P MARCHAND	2598.51
D300880	BRYAN J MEERS	3902.44	D300881	DANNY J MIHALIK	3599.14
D300882	JEREMY N MORSE	1971.80	D300883	MITCHEL S MOSSER	1919.43
D300884	AARON S NELSON	3133.24	D300885	JASON S PERKINS	4184.27
D300886	PHILLIP H PHAM	2010.24	D300887	JOHN E REYNOLDS	2751.80
D300888	CHRISTOPHER M SHELGRIN	2109.84	D300889	GAREY D STAAL	2502.61
D300890	DANIEL J VILLEGAS	2512.22	D300891	JONATHAN B WAINWRIGHT	3020.10
D300892	CHRISTOPHER A WASINGER	3932.27	D300893	MARCOS R ALAMILLO	3208.13
D300894	RICHARD A ALVAREZ-BROWN	2235.33	D300895	BOBBY B ANDERSON	2538.06
D300896	JOHN F BANKSON	2472.42	D300897	EVAN S BERESFORD	6941.79
D300898	RAY E BEX	4272.07	D300899	VANESSA M BRODEUR	2682.70
D300900	DAVID Y H CHANG	2558.67	D300901	CHASEN P CONTRERAS	1841.22
D300902	THOMAS R DARE	3832.96	D300903	JARED R DOYLE	1967.93
D300904	AMIR A EL-FARRA	3340.12	D300905	MICHAEL K ELHAMI	2378.60
D300906	BENJAMIN M ELIZONDO	3532.82	D300907	JOSHUA N ESCOBEDO	2539.53
D300908	STEPHEN C ESTLOW	964.10	D300909	GEORGE R FIGUEROA	2750.12
D300910	ROGER A FLANDERS	960.48	D300911	SEAN M GLEASON	1913.75
D300912	ALDO U GUERECIA	2696.63	D300913	TROY HALLER	3051.53
D300914	RAPHAEL M LEE	1189.46	D300915	ERICK LEYVA	3770.72
D300916	CHARLES H LOFFLER	2567.64	D300917	MARK A LORD	2554.71
D300918	TAYLOR A MACY	2070.01	D300919	MICHAEL L MARTIN	2183.33
D300920	MARIO MARTINEZ JR	3280.18	D300921	NATHAN D MORTON	3160.66
D300922	RUDOLPH J NEGRON	2342.52	D300923	JEFFREY C NGUYEN	2897.69
D300924	VINCENT T NGUYEN	2424.57	D300925	STEVEN TRUJILLO ORTIZ	2228.99
D300926	OMAR F PEREZ	1811.60	D300927	MICHAEL M PHILLIPS	3052.07
D300928	DOUGLAS A PLUARD	3218.10	D300929	COREY T POLOPEK	2394.34
D300930	SINDY RAMIREZ OROZCO	1933.54	D300931	JOHN E RANEY	2678.70
D300932	MICHAEL A REYNOLDS	3278.81	D300933	RYAN R RICHMOND	2519.80
D300934	CHRISTIN E ROGERS	2446.44	D300935	SEAN M SALAZAR	2698.84
D300936	LINO G SANTANA	8826.73	D300937	PHILIP E SCHMIDT	3809.26
D300938	CHARLES W STARNES	2227.27	D300939	ARTHUR F TINTLE JR	4670.95
D300940	VINCENTE J VAICARO	3052.42	D300941	JOHN J YERGLER	2772.10
D300942	KATHERINE M ANDERSON	3664.43	D300943	PAUL W ASHBY	3541.31
D300944	THOMAS A CAPPS	2712.26	D300945	PATRICK E GILDEA	4307.67
D300946	RON A REYES	3340.69	D300947	ROCKY F RUBALCABA	3401.47
D300948	ROYCE C WIMMER	3052.37	D300949	ADAM D ZMIJA	3841.21
D300950	BRIAN D DALTON	1669.76	D300951	JUAN L DELGADO JR	2833.85
D300952	CHRISTOPHER M EARLE	2428.81	D300953	OTTO J ESCALANTE	5748.86

**** PAGE TOTAL = 276863.74

D300954	GEORGE KAISER	3213.95	D300955	PETER M KUNKEL	8222.64
D300956	LUIS F RAMIREZ	2918.50	D300957	PETER HOANG VI	2124.04
D300958	JEFFREY A BROWN	2779.61	D300959	DONALD J HUTCHINS	3845.38
D300960	RYAN M LUX	6500.87	D300961	RAUL MURILLO JR	2727.84
D300962	JOSHUA T OLIVO	2521.60	D300963	ROBERT M STEPHENSON III	3039.96
D300964	COURTNEY P ALLISON	3477.01	D300965	LISA A BELTHIUS	984.25
D300966	CHARLES K BODDY	3799.87	D300967	ROBERT L BOGUE JR	11392.27
D300968	CRAIG A HERRICK	886.50	D300969	PATRICK R JULIENNE	1385.89
D300970	VERONICA NELSON	887.31	D300971	JOHN O OJRISEKHOBIA	171.17
D300972	JOSEPH D VARGAS	198.60	D300973	HECTOR FERREIRA JR	372.37
D300974	BRYAN GONZALEZ	401.05	D300975	KRYSTAL L N JEANG	368.82
D300976	HAN NA PARK	282.97	D300977	FELICIA H PEREZ	259.00
D300978	SAIRA VILLASENOR	334.09	D300979	KEIRA LONG	1481.35
D300980	ROBERT E BOWERS	294.07	D300981	KAREN D BRAME	1016.96
D300982	KENNETH L CHISM	1212.02	D300983	CHARLES M CLINE JR	444.01
D300984	JAMES E COLEGROVE	3369.69	D300985	PAUL E DANIELSON	1328.36
D300986	ROBERT M DONAHUE JR	600.92	D300987	RUSSELL B DRISCOLL	474.59
D300988	MICHAEL FEHER	900.92	D300989	JAMES D FISCHER	638.29
D300990	VICTORIA M FOSTER	1290.32	D300991	NICKOLAS K JENSEN	1957.14
D300992	CRAIG A MC IVER	2974.87	D300993	KENNETH E MERRILL	435.60
D300994	JOHN J STEPANOVICH	1099.93	D300995	PATRICK M THRASHER	1114.49
D300996	MICHAEL J VISCOMI	3856.96	D300997	SCOTT D WATSON	882.24
D300998	FLOR DE LIS ELIZONDO	1120.94	D300999	GARY E ELKINS	1990.08
D301000	JOHN A FLAWS	2060.76	D301001	JASON S FULTON	2034.85
D301002	JAMES C HOLDER	2965.06	D301003	ROBERT J KIVLER	1643.63
D301004	VICTORIA L LAWTON	1996.11	D301005	RAQUEL D MATA	774.97
D301006	REBECCA S MEEKS	2013.13	D301007	MICHELLE L OLMSTEAD	952.96
D301008	BENJAMIN L STAUFFER	4042.35	D301009	DAVID C YOUNG	4400.87
D301010	MARIA A ALCARAZ	1740.92	D301011	CARISSA L BRUNICK	1105.94
D301012	TAMMY L CHAURAN-HAIGROV	1478.19	D301013	VERONICA FRUTOS	1102.74
D301014	LAURIE J FUSSELL	1746.31	D301015	DAVID L GEORGE	1860.38
D301016	JOAN L HIGHTOWER	1715.93	D301017	PINKY C HINGCO	1712.39
D301018	SUSAN C HUANG	1726.75	D301019	RORY K JANOCIA	1000.66
D301020	ANGELA LEDESMA	1898.66	D301021	MARIA C MCFARLANE	1847.36
D301022	BRITTNEE D MCGOWEN	1348.52	D301023	TRINA T NGUYEN	1498.21
D301024	DEBRA J NICHOLS	1814.19	D301025	DIANA L O'BRIEN	967.93
D301026	ASHLEY C ROJAS	1326.98	D301027	ASHLEY T SEROTA	1507.84
D301028	KRISTIN M WEISS	1372.49	D301029	SHANNON M YELENSKY	1732.88
D301030	JENNIFER A DIX	1940.85	D301031	DEBBY L FELSE	2138.84
D301032	KATHERINE M FRANCISCO	1983.63	D301033	AMANDA B GARNER	2135.59
D301034	ARCHIE GUZMAN	1904.00	D301035	ROBERT D LUX	2316.14
D301036	MELISSA MENDOZA-CAMPOS	2261.00	D301037	MICHAEL A MOSER	2048.37
D301038	BRANDY J PARK	2245.46	D301039	CRISTINA V PAYAN	1848.53
D301040	JENNIFER M RODRIGUEZ	1906.32	D301041	TANYA L SAMOFF	2064.58
D301042	SUSAN A I SEYMOUR	2362.10	D301043	NICOLE D SHORROW	1405.62
D301044	DANNY J SOSEBEE	2050.93	D301045	MARSHA D SPELLMAN	2626.50
D301046	SPENCER T TRAN	2129.24	D301047	SANTA WARDLE	1785.33
D301048	CHERYL L WHITNEY	1767.22	D301049	WILLIAM ALLISON	5094.67

**** PAGE TOTAL = 188984.19

D301050	DANIEL A CAMARA	2203.21	D301051	JOHN CASACCIA II	3275.99
D301052	HAN J CHO	3125.35	D301053	SCOTT A COLEMAN	2626.43
D301054	RICHARD E DESBIENS	1033.34	D301055	RONNIE D ECHAVARRIA	4485.38
D301056	MICHAEL D FARLEY	2986.35	D301057	JAMES D FRANKS	1906.33
D301058	PETE GARCIA	1836.67	D301059	STEVEN H HEINE	320.71
D301060	JOSE D HERRERA	3524.32	D301061	THI A HUYNH	2468.35
D301062	JOSEPH L KOLANO	2623.65	D301063	LEA K KOVACS	2768.31
D301064	NICHOLAS A LAZENBY	3565.87	D301065	DAVID LOPEZ	8666.53
D301066	STEVEN W LUKAS	1433.29	D301067	LUIS A PAYAN	1911.86
D301068	TERA M RAMIREZ	2162.41	D301069	ORLONZO REYES	4361.56
D301070	PAUL M TESSIER	2256.11	D301071	EDGAR VALENCIA	3055.71
D301072	TUONG-VAN NGUYEN VU	1919.06	D301073	DENNIS WARDLE	2913.18
D301074	CARL J WHITNEY	4064.81	D301075	RONALD A DOSCHER	2319.25
D301076	ERIC A QUINTERO	2030.32	D301077	MARY C CERDA	1822.90
D301078	NICOLE L CHUNG	1533.11	D301079	SUSAN A HOLSTEIN	3175.46
D301080	LIANE Y KWAN	2558.49	D301081	JANY H LEE	3114.12
D301082	SHERILL A MEAD	2071.70	D301083	KHRYNSTON SAMRETH	2006.10
D301084	CATLYN M STEPHENSON	1515.01	D301085	LAURA J STOVER	4069.68
D301086	FRANA K CASSIDY	1544.29	D301087	ANNA L GOLD	1473.65
D301088	HIEN Q PHAM	1613.48	D301089	KATRENA J SCHULZE	398.90
D301090	MATTHEW T SWANSON	1179.18	D301091	ANTHONY VALENZUELA	1280.08
D301092	CANDY G WILDER	1805.33	D301093	STEVEN F ANDREWS	1367.69
D301094	TERENCE S CHANG	1953.89	D301095	VERNA L ESPINOZA	1681.84
D301096	CHARLES D KALIL	1575.62	D301097	GEOFFREY A KLOESS	2457.94
D301098	RACHOT MORAGRAAN	2926.59	D301099	NOEL J PROFFITT	3119.17
D301100	ANAND V RAO	4161.50	D301101	JOSEPH M SCHWARTZ	2172.71
D301102	ROD T VICTORIA	3262.95	D301103	TERREL KEITH WINSTON	3171.11
D301104	POLICE ASSN	13969.48	D301105	GG FIRE FIGHTERS 2005	20624.63
D301106	SO CAL C.U.	93497.37	D301107	SOUTHLAND C.U.	3225.00
W2274	GREAT WEST LIFE 457 #340	98753.04		GREAT WEST LIFE OBRA#340	2580.01
W2276	INTERNAL REVENUE SERVICE	352549.03		EMPLOYMENT DEVELOPMENT D	97788.97

*** PAGE TOTAL = 817844.37

TOTAL CHECK PAYMENTS	41
TOTAL DIRECT DEPOSITS	689
TOTAL WIRE PAYMENTS	4
GRAND TOTAL PAYMENTS	734

45,865.16
1,635,775.21
551,671.05
.....
2,233,311.42

Checks #180319 thru #180359, and Direct Deposits #D300419 thru #D301107, and wire #W2274 thru #W2277 presented in the Payroll Register submitted to the Garden Grove City Council 11 OCT 2016, have been audited for accuracy and funds are available for payment thereof.

Kingsley C Okereke
KINGSLEY C OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612022	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	2,683.00 *
612023	2012 NHAN HOANG REVOCABLE TRST	RENT SUBSIDY	1,321.00 *
612024	2555 WEST WINSTON ROAD, LP	RENT SUBSIDY	1,744.00 *
612025	8080 BEVER PLACE-NEGBA LLC C/O LRS	RENT SUBSIDY	365.00 *
612026	ADAMS, WILLIAM C/O KK & ASSOCIATES	RENT SUBSIDY	905.00 *
612027	ADRIATIC APTS C/O MANAGER	RENT SUBSIDY	818.00 *
612028	AEGEAN APARTMENTS C/O STERLING PROPERTY MGMT	RENT SUBSIDY	4,954.00 *
612029	AGUIAR, MARIA	RENT SUBSIDY	150.00 *
612030	ALPINE APTS	RENT SUBSIDY	5,785.00 *
612031	AMERICAN FAMILY HOUSING	RENT SUBSIDY	2,384.00 *
612032	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	601.00 *
612033	ANAHEIM REVITALIZATION PARTNERS LP	RENT SUBSIDY	942.00 *
612034	AOU, CHUNG NAN	RENT SUBSIDY	1,525.00 *
612035	ATTIA, EIDA A	RENT SUBSIDY	1,415.00 *
612036	AUDUONG, PAUL	RENT SUBSIDY	699.00 *
612037	AYERS, MARILISA BRADFORD	RENT SUBSIDY	686.00 *
612038	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	1,654.00 *
612039	BAROT, JITENDRA P	RENT SUBSIDY	753.00 *
612040	BARRY SAYWITZ PROP TWO, LP	RENT SUBSIDY	5,290.00 *
612041	BEACH CREEK APARTMENTS C/O C&R MANAGEMENT COMPANY	RENT SUBSIDY	1,090.00 *
612042	BHATT, N C	RENT SUBSIDY	1,281.00 *
612043	BIDWELL, KIM OANH	RENT SUBSIDY	1,135.00 *

PAGE TOTAL FOR "*" LINES = 38,180.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612044	BOOTH, JAMES	RENT SUBSIDY	691.00 *
612045	BRIAR CREST / ROSE CREST	RENT SUBSIDY	2,262.00 *
612046	BROWN, SHARON OR NORMAN	RENT SUBSIDY	2,244.00 *
612047	BUI JR, RICHARD	RENT SUBSIDY	4,411.00 *
612048	BUI JR, RICHARD	RENT SUBSIDY	301.00 *
612049	BUI, BINH N.	RENT SUBSIDY	1,636.00 *
612050	BUI, DANG THANH	RENT SUBSIDY	1,469.00 *
612051	BUI, JIMMY QUOC	RENT SUBSIDY	3,446.00 *
612052	BUI, LAI	RENT SUBSIDY	660.00 *
612053	BUI, LAN HUYNH NGOC	RENT SUBSIDY	671.00 *
612054	BUI, MINH Q	RENT SUBSIDY	1,644.00 *
612055	BUI, PHAT	RENT SUBSIDY	1,367.00 *
612056	BUI, SON MINH	RENT SUBSIDY	1,897.00 *
612057	BUI, SON VAN	RENT SUBSIDY	1,386.00 *
612058	BUI, TINH TIEN	RENT SUBSIDY	886.00 *
612059	BUI, VU DINH	RENT SUBSIDY	830.00 *
612060	BUI,NGA GIANG	RENT SUBSIDY	802.00 *
612061	CALIFORNIA APTS	RENT SUBSIDY	528.00 *
612062	CAIKINS, RONALD	RENT SUBSIDY	1,019.00 *
612063	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	955.00 *
612064	CAO, PHUOC GIA	RENT SUBSIDY	848.00 *
612065	CEDAR CREEK APARTMENT HOMES	RENT SUBSIDY	762.00 *

PAGE TOTAL FOR "*" LINES = 30,715.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612066	CENTURY CRESCENT, LLC	RENT SUBSIDY	1,312.00 *
612067	CHAMBERLAIN, DAVID T.	RENT SUBSIDY	1,438.00 *
612068	CHANG, WARREN	RENT SUBSIDY	749.00 *
612069	CHANTECLAIR APTS	RENT SUBSIDY	893.00 *
612070	CHAU, TU KHA	RENT SUBSIDY	868.00 *
612071	CHELSEA COURT APTS	RENT SUBSIDY	1,219.00 *
612072	CHEN, PHAN SHIN	RENT SUBSIDY	1,938.00 *
612073	CHEN, SHIAO-YUNG	RENT SUBSIDY	5,970.00 *
612074	CHEN, T C	RENT SUBSIDY	31,761.00 *
612075	CHERRY WEST PROPERTIES	RENT SUBSIDY	873.00 *
612076	CHEUNG, STEPHEN	RENT SUBSIDY	1,274.00 *
612077	CHUNG, NICHOLAS	RENT SUBSIDY	914.00 *
612078	CHUNG, SEKYUNG	RENT SUBSIDY	2,506.00 *
612079	CITRUS GROVE, LP	RENT SUBSIDY	546.00 *
612080	CO, PONCH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	794.00 *
612081	CONCEPCION, RODRIGO C/O LOTUS PROPERTY SERVICES	RENT SUBSIDY	830.00 *
612082	CONCORD MGMT LLC	RENT SUBSIDY	745.00 *
612083	CORNER CAPITAL INVESTMENTS C/O DROUIN REALTY	RENT SUBSIDY	687.00 *
612084	COURTYARD VILLAS	RENT SUBSIDY	8,629.00 *
612085	CRESTWOOD ON 7, LLC	RENT SUBSIDY	2,409.00 *
612086	CROSS CREEK	RENT SUBSIDY	2,222.00 *
612089	CURTIS PROPERTIES, INC	RENT SUBSIDY	1,107.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612088	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	9,024.00 *
612089	DANG, ANNIE	RENT SUBSIDY	1,382.00 *
612090	DANG, DAVID	RENT SUBSIDY	1,331.00 *
612091	DAO, JOSEPH N	RENT SUBSIDY	999.00 *
612092	DE MIRANDA MANAGEMENT	RENT SUBSIDY	862.00 *
612093	DEERFIELD APARTMENTS	RENT SUBSIDY	515.00 *
612094	DEERING II FAMILY L.P. C/O EMPIRE PROPERTY MANAGEMENT	RENT SUBSIDY	2,441.00 *
612095	DEWYER, CLARA J.	RENT SUBSIDY	1,044.00 *
612096	DINH, KIM	RENT SUBSIDY	920.00 *
612097	DINH, NHU Y	RENT SUBSIDY	698.00 *
612098	DINH, QUYEN	RENT SUBSIDY	842.00 *
612099	DINH, THU V.	RENT SUBSIDY	443.00 *
612100	DINH, THANH	RENT SUBSIDY	1,287.00 *
612101	DO, AI HANG NGUYEN	RENT SUBSIDY	1,628.00 *
612102	DO, DOMINIC HAU	RENT SUBSIDY	1,560.00 *
612103	DO, LAN HOANG	RENT SUBSIDY	2,004.00 *
612104	DO, MINH C.	RENT SUBSIDY	3,869.00 *
612105	DO, MY-PHUONG	RENT SUBSIDY	2,514.00 *
612106	DO, THAI VAN	RENT SUBSIDY	813.00 *
612107	DO, THUAN	RENT SUBSIDY	623.00 *
612108	DO, TIM	RENT SUBSIDY	1,677.00 *
612109	DOAN, DINH T	RENT SUBSIDY	1,411.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612110	DOAN, HUY	RENT SUBSIDY	1,079.00 *
612111	DOAN, KYLAM	RENT SUBSIDY	1,210.00 *
612112	DONNER, HELMUT	RENT SUBSIDY	719.00 *
612113	DOURBETAS, CHRISTINA	RENT SUBSIDY	823.00 *
612114	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	769.00 *
612115	DUCATO GARDENS, LLC C/O J FRENCH	RENT SUBSIDY	656.00 *
612116	DUNN, DAVID C C/O JLE PROPERTY MGMT	RENT SUBSIDY	2,922.00 *
612117	DUONG, HAI DINH	RENT SUBSIDY	1,095.00 *
612118	DUONG, LAN	RENT SUBSIDY	1,241.00 *
612119	DUONG, LOM	RENT SUBSIDY	1,355.00 *
612120	DUONG, THI A	RENT SUBSIDY	973.00 *
612121	DUONG, THUY	RENT SUBSIDY	1,073.00 *
612122	DUONG, VAN TU	RENT SUBSIDY	1,298.00 *
612123	DUONG, CHI THI	RENT SUBSIDY	1,671.00 *
612124	DYO, GLADYS C/O LION PROPERTIES	RENT SUBSIDY	487.00 *
612125	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	1,649.00 *
612126	EDLUND, DANIEL T C/O WETHERGAGE MGMT	RENT SUBSIDY	693.00 *
612127	EL CAMINO LU, LLC	RENT SUBSIDY	1,250.00 *
612128	EL PASEO	RENT SUBSIDY	1,293.00 *
612129	EL PUEBLO APTS	RENT SUBSIDY	235.00 *
612130	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,074.00 *
612131	EMERALD COURT APARTMENTS ATTN: LEASING OFFICE	RENT SUBSIDY	1,050.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612132	EMERALD GARDENS APT	RENT SUBSIDY	1,912.00 *
612133	ENGEL, TERRY C	RENT SUBSIDY	255.00 *
612134	ERLIX FAMILY L.P. C/O MARK WEINER,MANAGER	RENT SUBSIDY	1,119.00 *
612135	EUCLID PARK APTS	RENT SUBSIDY	1,625.00 *
612136	FBC APARTMENTS	RENT SUBSIDY	833.00 *
612137	FIELDS, FLOYD H	RENT SUBSIDY	169.00 *
612138	FINCH, WENDY	RENT SUBSIDY	965.00 *
612139	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	1,162.00 *
612140	FRANCISCAN GARDENS APTS- ATTN: MANAGER	RENT SUBSIDY	17,352.00 *
612141	FULLWOOD, DALE A	RENT SUBSIDY	760.00 *
612142	GANZ, KARL	RENT SUBSIDY	847.00 *
612143	GARCIA, ALBINO	RENT SUBSIDY	1,562.00 *
612144	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	RENT SUBSIDY	5,031.00 *
612145	GARDEN TERRACE ESTATES	RENT SUBSIDY	690.00 *
612146	GARZA, CAROL	RENT SUBSIDY	781.00 *
612147	GEORGIAN APTS	RENT SUBSIDY	931.00 *
612148	GIA VU, INC	RENT SUBSIDY	1,814.00 *
612149	GIGI APARTMENTS	RENT SUBSIDY	1,696.00 *
612150	GLENHAVEN MOBILODGE	RENT SUBSIDY	192.00 *
612151	GOMEZ, HENRY S.	RENT SUBSIDY	1,417.00 *
612152	GR8 FAMILY HOMES, LLC	RENT SUBSIDY	912.00 *
612153	GRANDE APARTMENTS LP	RENT SUBSIDY	1,313.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612154	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	361.00 *
612155	GREEN LOTUS GROUP, LLC	RENT SUBSIDY	486.00 *
612156	GREENFIELDSIDE, LLC	RENT SUBSIDY	885.00 *
612157	VOID WARRANT		
612158	GROVE PARK L.P.	RENT SUBSIDY	52,620.00 *
612159	Grove Park LLC	RENT SUBSIDY	3,561.00 *
612160	GULMESOFF, JIM	RENT SUBSIDY	4,607.00 *
612161	GUSTIN, TIMOTHY M	RENT SUBSIDY	714.00 *
612162	HA OF SNOHOMISH COUNTY	RENT SUBSIDY	846.27 *
612163	HA, MANH MINH	RENT SUBSIDY	828.00 *
612164	HALL & ASSOCIATES, INC.	RENT SUBSIDY	4,262.00 *
612165	HAN, LINDA	RENT SUBSIDY	1,626.00 *
612166	HANSEN, RICHARD D	RENT SUBSIDY	1,146.00 *
612167	HARA, KULJIT	RENT SUBSIDY	703.00 *
612168	HARA, STEVE C/O WESTERN INTL PROP	RENT SUBSIDY	1,950.00 *
612169	HARBOR GROVE LUXURY APARTMENTS C/O RENTAL OFFICE	RENT SUBSIDY	24,246.00 *
612170	HAUPT PROPERTIES LLC C/O DROUIN REALTY	RENT SUBSIDY	779.00 *
612171	HAWAII COUNTY HOUSING AGENCY	RENT SUBSIDY	576.78 *
612172	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	936.00 *
612173	HIROMOTO, JANE	RENT SUBSIDY	1,418.00 *
612174	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	996.00 *
612175	HO, PAULINE	RENT SUBSIDY	2,106.00 *

PAGE TOTAL FOR "*" LINES = 105,653.05

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612176	HO, THOMAS P	RENT SUBSIDY	860.00 *
612177	HOANG, JAMES	RENT SUBSIDY	2,926.00 *
612178	HOANG, LAN T	RENT SUBSIDY	2,184.00 *
612179	HOANG, LIEN	RENT SUBSIDY	1,931.00 *
612180	HOANG, LONG	RENT SUBSIDY	982.00 *
612181	HOANG, TRACY	RENT SUBSIDY	780.00 *
612182	HOANG, NHAN TIEN	RENT SUBSIDY	908.00 *
612183	HOFFMAN, NICK	RENT SUBSIDY	688.00 *
612184	HOLFORD, DEEANNE	RENT SUBSIDY	961.00 *
612185	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	920.00 *
612186	HOPPE, SALLY	RENT SUBSIDY	1,011.00 *
612187	HOUSING AUTHORITY OF PORTLAND	RENT SUBSIDY	769.35 *
612188	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,135.00 *
612189	HUSS, DON	RENT SUBSIDY	856.00 *
612190	HUYNH, ANNIE N	RENT SUBSIDY	1,347.00 *
612191	HUYNH, CHEN THI	RENT SUBSIDY	2,737.00 *
612192	HUYNH, JENNIFER	RENT SUBSIDY	1,185.00 *
612193	HUYNH, KIET	RENT SUBSIDY	2,660.00 *
612194	HUYNH, MINH HUY	RENT SUBSIDY	1,381.00 *
612195	HUYNH, NATALIE N	RENT SUBSIDY	1,880.00 *
612196	HUYNH, PHILIP	RENT SUBSIDY	326.00 *
612197	HUYNH, RICHARD T	RENT SUBSIDY	1,561.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612198	HUYNH, LONG BAO	RENT SUBSIDY	1,260.00 *
612199	HUYNH, NGHIA TRUNG	RENT SUBSIDY	930.00 *
612200	HUYNH, TRANG	RENT SUBSIDY	1,816.00 *
612201	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	764.00 *
612202	JANESKI, JERRY	RENT SUBSIDY	1,262.00 *
612203	JEANNE JURADO TRUSTEE C/O ELITE MANAGEMENT	RENT SUBSIDY	948.00 *
612204	JOHNSON, LINDA	RENT SUBSIDY	2,855.00 *
612205	JOMARC PROPERTIES LTD C/O ROSE BREE	RENT SUBSIDY	4,819.00 *
612206	JU, LIN J	RENT SUBSIDY	2,878.00 *
612207	K & K INVESTMENTS, LP	RENT SUBSIDY	1,611.00 *
612208	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	523.00 *
612209	KCM INVESTMENTS LLC	RENT SUBSIDY	1,285.00 *
612210	KDF HERMOSA LP	RENT SUBSIDY	4,312.00 *
612211	KDF MALABAR LP C/O VPM INC	RENT SUBSIDY	20,087.00 *
612212	KDF QV LP	RENT SUBSIDY	1,075.00 *
612213	KDF SEA WIND LP	RENT SUBSIDY	1,489.00 *
612214	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	2,398.00 *
612215	KENSINGTON GARDENS	RENT SUBSIDY	1,130.00 *
612216	KHEANG, SETH S	RENT SUBSIDY	1,693.00 *
612217	KIM, SON H	RENT SUBSIDY	2,467.00 *
612218	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	1,035.07 *
612219	KING INVESTMENT GROUP, INC C/O BERNARD KING	RENT SUBSIDY	4,989.00 *

PAGE TOTAL FOR "*" LINES = 61,626.07

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612220	KING, BERNARD	RENT SUBSIDY	981.00 *
612221	KITSELMAN, KENT M	RENT SUBSIDY	807.00 *
612222	KNK PROPERTIES C/O EDWARD KUO	RENT SUBSIDY	6,873.00 *
612223	KOTLYAR, ALISA	RENT SUBSIDY	878.00 *
612224	KUNZMAN, WILLIAM	RENT SUBSIDY	1,275.00 *
612225	KUO, EDWARD	RENT SUBSIDY	1,635.00 *
612226	KUO, EDWARD C/O BUENA GROVE	RENT SUBSIDY	813.00 *
612227	LA PALMA APTS L.P.	RENT SUBSIDY	911.00 *
612228	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	843.00 *
612229	LAM, ANDRE	RENT SUBSIDY	1,808.00 *
612230	LAM, HOLLY AND STEVE	RENT SUBSIDY	4,018.00 *
612231	LAM, THONG KIM	RENT SUBSIDY	940.00 *
612232	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	8,148.00 *
612233	LARDERUCCIO, SAL	RENT SUBSIDY	1,174.00 *
612234	LAS FLORES APARTMENTS	RENT SUBSIDY	941.00 *
612235	LAU, STEPHEN	RENT SUBSIDY	1,152.00 *
612236	LE FAMILY TRUST C/O PHONG THANH LE	RENT SUBSIDY	2,198.00 *
612237	LE, BILL B.Q.	RENT SUBSIDY	1,013.00 *
612238	LE, DANIEL	RENT SUBSIDY	975.00 *
612239	LE, DON	RENT SUBSIDY	528.00 *
612240	LE, DONALD	RENT SUBSIDY	1,045.00 *
612241	LE, HIEP THI	RENT SUBSIDY	1,764.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612242	LE, JIMMY T	RENT SUBSIDY	1,864.00 *
612243	LE, JOHN TOAN	RENT SUBSIDY	1,570.00 *
612244	LE, LANH C	RENT SUBSIDY	1,390.00 *
612245	LE, LANH VAN	RENT SUBSIDY	1,193.00 *
612246	LE, LYAN	RENT SUBSIDY	945.00 *
612247	LE, MY C/O CALIFORNIA NETWORK REALTY	RENT SUBSIDY	1,129.00 *
612248	LE, NGA	RENT SUBSIDY	1,220.00 *
612249	LE, NGAT THI	RENT SUBSIDY	4,136.00 *
612250	LE, NGHIA V	RENT SUBSIDY	1,409.00 *
612251	LE, NGOC-MAI T	RENT SUBSIDY	735.00 *
612252	LE, PHU THI NOC	RENT SUBSIDY	779.00 *
612253	LE, TINA M	RENT SUBSIDY	140.00 *
612254	LE, TRACEY	RENT SUBSIDY	1,167.00 *
612255	LE, TRUNG ANH	RENT SUBSIDY	675.00 *
612256	LE, VIET Q.	RENT SUBSIDY	988.00 *
612257	LE, YENNI	RENT SUBSIDY	1,979.00 *
612258	LE, ANH NGOC	RENT SUBSIDY	693.00 *
612259	LE, BAO GIA	RENT SUBSIDY	866.00 *
612260	LE, KIM Q	RENT SUBSIDY	1,048.00 *
612261	LE, XAN NGOC	RENT SUBSIDY	992.00 *
612262	LE-MUNZER, HOABINH	RENT SUBSIDY	961.00 *
612263	LEE, DAVID OR TRINH	RENT SUBSIDY	1,035.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612264	LIAO, ALICE	RENT SUBSIDY	1,094.00 *
612265	LIAO, ALICE	RENT SUBSIDY	1,930.00 *
612266	LIM, HONG S	RENT SUBSIDY	1,948.00 *
612267	LIN, DAVID	RENT SUBSIDY	2,050.00 *
612268	LOS CABALLEROS REAL ESTATE &FS	RENT SUBSIDY	1,313.00 *
612269	LOUIE, CINDY W	RENT SUBSIDY	837.00 *
612270	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,867.00 *
612271	LUVIE CORPORATION	RENT SUBSIDY	1,734.00 *
612272	LY, PHUOC VINH	RENT SUBSIDY	1,108.00 *
612273	LY, THANH	RENT SUBSIDY	1,678.00 *
612274	LY, TUYEN X	RENT SUBSIDY	1,874.00 *
612275	MACDONALD, WILLIAM T	RENT SUBSIDY	4,096.00 *
612276	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	2,718.00 *
612277	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,442.00 *
612278	MAGNOLIA PLAZA	RENT SUBSIDY	1,220.00 *
612279	MAH, LARRY	RENT SUBSIDY	822.00 *
612280	MAI, ANN N	RENT SUBSIDY	2,273.00 *
612281	MAI, FRANK	RENT SUBSIDY	1,853.00 *
612282	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,025.00 *
612283	MAMMEN, TERRY	RENT SUBSIDY	3,995.00 *
612284	MANNIL, SUPUNNEE	RENT SUBSIDY	1,116.00 *
612285	MARIPOSA PROPERTIES	RENT SUBSIDY	843.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612286	MARQUIS APTS, LLC C/O BEACH FRONT PROP. MGMT INC	RENT SUBSIDY	3,263.00 *
612287	MARTIN, MARILYN C/O CONSENSYS PROPERTY MGMT	RENT SUBSIDY	1,670.00 *
612288	MASHCOLE PROPERTY MGMT, INC	RENT SUBSIDY	2,969.00 *
612289	MAX & MIN PROPERTIES, LLC C/O AMPAC MANAGEMENT GROUP, INC	RENT SUBSIDY	3,353.00 *
612290	MAYER, LEOPOLD	RENT SUBSIDY	1,541.00 *
612291	MAYFIELD II, ARTHUR	RENT SUBSIDY	1,814.00 *
612292	MAZENKO, FRANCINE	RENT SUBSIDY	1,003.00 *
612293	MC GOFF, JOHN	RENT SUBSIDY	1,061.00 *
612294	MCCARTHY, CAMILLE D	RENT SUBSIDY	968.00 *
612295	MCCOWN, A R	RENT SUBSIDY	1,130.00 *
612296	MEAGHER, ELMER	RENT SUBSIDY	1,775.00 *
612297	MEHTA, JAGDISH P	RENT SUBSIDY	893.00 *
612298	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	522.00 *
612299	METRO WEST HOUSING SOLUTIONS	RENT SUBSIDY	876.21 *
612300	MEYSENBERG, MAURICE F.	RENT SUBSIDY	902.00 *
612301	MICKEY LESTER TRUST B	RENT SUBSIDY	2,131.00 *
612302	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	913.00 *
612303	MILLER, RONALD	RENT SUBSIDY	1,087.00 *
612304	MIRACLE MILE PROPERTIES, LP	RENT SUBSIDY	1,260.00 *
612305	MITTAL, MARK	RENT SUBSIDY	2,037.00 *
612306	MIYAMOTO, JEAN C/O MONTEREY PROPERTY	RENT SUBSIDY	538.00 *
612307	MOHLER, BYRON OR CHRISTINE COY - MANAGER	RENT SUBSIDY	969.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612308	MONARCH POINTE	RENT SUBSIDY	949.00 *
612309	MONARK, LP	RENT SUBSIDY	1,279.00 *
612310	MONTEBELLO, ANTHONY	RENT SUBSIDY	907.00 *
612311	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,196.00 *
612312	MY MONTECITO	RENT SUBSIDY	514.00 *
612313	NEW HORIZONVIEW, LLC	RENT SUBSIDY	1,949.00 *
612314	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	1,823.00 *
612315	NGHIEM, DANIEL	RENT SUBSIDY	10,085.00 *
612316	NGHIEM, THANH XUAN	RENT SUBSIDY	1,916.00 *
612317	NGO, ANDREW	RENT SUBSIDY	421.00 *
612318	NGO, DANNY	RENT SUBSIDY	1,049.00 *
612319	NGO, HONG DIEP LE	RENT SUBSIDY	943.00 *
612320	NGO, KIM	RENT SUBSIDY	878.00 *
612321	NGO, MARY	RENT SUBSIDY	4,624.00 *
612322	NGO, MIMI T	RENT SUBSIDY	1,219.00 *
612323	NGO, NANCY DINH	RENT SUBSIDY	939.00 *
612324	NGO, HOA KIM	RENT SUBSIDY	705.00 *
612325	NGUYEN, AN	RENT SUBSIDY	1,226.00 *
612326	NGUYEN, AN KIM	RENT SUBSIDY	911.00 *
612327	NGUYEN, ANH	RENT SUBSIDY	862.00 *
612328	NGUYEN, ANH-DAO	RENT SUBSIDY	909.00 *
612329	NGUYEN, ANTHONY	RENT SUBSIDY	1,034.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612330	NGUYEN, BACH THI	RENT SUBSIDY	1,019.00 *
612331	NGUYEN, BICHLE T	RENT SUBSIDY	3,928.00 *
612332	NGUYEN, BINH NGOC	RENT SUBSIDY	1,615.00 *
612333	NGUYEN, BRYAN	RENT SUBSIDY	1,710.00 *
612334	NGUYEN, CHARLIE	RENT SUBSIDY	894.00 *
612335	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,215.00 *
612336	NGUYEN, CUONG	RENT SUBSIDY	1,083.00 *
612337	NGUYEN, D DUY MD	RENT SUBSIDY	986.00 *
612338	NGUYEN, FRANK M	RENT SUBSIDY	1,473.00 *
612339	NGUYEN, HANH V	RENT SUBSIDY	1,398.00 *
612340	NGUYEN, HOA THI	RENT SUBSIDY	917.00 *
612341	NGUYEN, HOC VAN	RENT SUBSIDY	3,118.00 *
612342	NGUYEN, HUNG	RENT SUBSIDY	972.00 *
612343	NGUYEN, HUNG	RENT SUBSIDY	1,853.00 *
612344	NGUYEN, HUNG H	RENT SUBSIDY	1,934.00 *
612345	NGUYEN, HUNG THANH	RENT SUBSIDY	472.00 *
612346	NGUYEN, HUNG X	RENT SUBSIDY	1,671.00 *
612347	NGUYEN, JOHNATHON	RENT SUBSIDY	1,158.00 *
612348	NGUYEN, KHAI HUE	RENT SUBSIDY	747.00 *
612349	NGUYEN, KHANH DANG	RENT SUBSIDY	697.00 *
612350	NGUYEN, KHOI	RENT SUBSIDY	1,429.00 *
612351	NGUYEN, LE THUY	RENT SUBSIDY	1,051.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612352	NGUYEN, LOAN THANH	RENT SUBSIDY	949.00 *
612353	NGUYEN, MICHELLE M	RENT SUBSIDY	1,329.00 *
612354	NGUYEN, MY THI	RENT SUBSIDY	1,020.00 *
612355	NGUYEN, NGHIA	RENT SUBSIDY	1,394.00 *
612356	NGUYEN, NICOLE U	RENT SUBSIDY	1,353.00 *
612357	NGUYEN, PETER L OR MAI, HAI T. C/O 999 INVESTMENT REALTY, INRENT	RENT SUBSIDY	997.00 *
612358	NGUYEN, QUAN	RENT SUBSIDY	1,939.00 *
612359	NGUYEN, QUANG M	RENT SUBSIDY	1,152.00 *
612360	NGUYEN, ROBERT B	RENT SUBSIDY	1,150.00 *
612361	NGUYEN, SON DINH	RENT SUBSIDY	1,161.00 *
612362	NGUYEN, STEVE	RENT SUBSIDY	1,162.00 *
612363	NGUYEN, STEVEN	RENT SUBSIDY	837.00 *
612364	NGUYEN, STEVEN	RENT SUBSIDY	2,065.00 *
612365	NGUYEN, STEVENS	RENT SUBSIDY	1,471.00 *
612366	NGUYEN, TAM N	RENT SUBSIDY	1,028.00 *
612367	NGUYEN, TAN QUAN	RENT SUBSIDY	994.00 *
612368	NGUYEN, THANH VAN C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	2,979.00 *
612369	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,558.00 *
612370	NGUYEN, THIEN THI	RENT SUBSIDY	1,246.00 *
612371	NGUYEN, THOMAS	RENT SUBSIDY	1,500.00 *
612372	NGUYEN, THU-ANH	RENT SUBSIDY	1,773.00 *
612373	NGUYEN, THUYHUONG THI	RENT SUBSIDY	918.00 *

PAGE TOTAL FOR "*" LINES = 29,975.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612374	NGUYEN, TIENG KIM	RENT SUBSIDY	1,722.00 *
612375	NGUYEN, TIMMY	RENT SUBSIDY	242.00 *
612376	NGUYEN, TRACY TRUC	RENT SUBSIDY	823.00 *
612377	NGUYEN, TU THANH	RENT SUBSIDY	1,398.00 *
612378	NGUYEN, TUAN NGOC	RENT SUBSIDY	1,732.00 *
612379	NGUYEN, TUNG XUAN	RENT SUBSIDY	1,341.00 *
612380	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,063.00 *
612381	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,115.00 *
612382	NGUYEN, VAN	RENT SUBSIDY	515.00 *
612383	NGUYEN, VAN HUY	RENT SUBSIDY	1,664.00 *
612384	NGUYEN, VU	RENT SUBSIDY	1,179.00 *
612385	NGUYEN, CANG	RENT SUBSIDY	1,019.00 *
612386	NGUYEN, CUONG CHI	RENT SUBSIDY	2,653.00 *
612387	NGUYEN, HAN	RENT SUBSIDY	662.00 *
612388	NGUYEN, HUYEN T.T.	RENT SUBSIDY	2,942.00 *
612389	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,199.00 *
612390	NGUYEN, LANI LAN T	RENT SUBSIDY	884.00 *
612391	NGUYEN, LEYNA T	RENT SUBSIDY	1,026.00 *
612392	NGUYEN, MICHELLE	RENT SUBSIDY	2,687.00 *
612393	NGUYEN, NICOLE UYEN	RENT SUBSIDY	589.00 *
612394	NGUYEN, PAUL	RENT SUBSIDY	1,213.00 *
612395	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,103.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612396	NGUYEN, SHERRY LIEU	RENT SUBSIDY	2,408.00 *
612397	NGUYEN, THANH	RENT SUBSIDY	3,836.00 *
612398	NGUYEN, THANH-NGHIA	RENT SUBSIDY	468.00 *
612399	NGUYEN, THANH-TUYEN	RENT SUBSIDY	1,121.00 *
612400	NGUYEN, TIM C/O PARK PACIFIC	RENT SUBSIDY	481.00 *
612401	NGUYEN, TON SANH	RENT SUBSIDY	687.00 *
612402	NGUYEN, TRACY	RENT SUBSIDY	1,485.00 *
612403	NGUYEN, TUNG	RENT SUBSIDY	2,083.00 *
612404	NGUYEN, WIN	RENT SUBSIDY	1,037.00 *
612405	NGUYEN, XUAN YEN	RENT SUBSIDY	873.00 *
612406	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	2,210.00 *
612407	NHAN, VU	RENT SUBSIDY	981.00 *
612408	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	1,018.00 *
612409	NORTHWOOD PLACE	RENT SUBSIDY	4,700.00 *
612410	OLSEN, MARIEL J	RENT SUBSIDY	1,213.00 *
612411	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	25,241.00 *
612412	ORANGE TREE APTS-RENTAL OFFICE	RENT SUBSIDY	15,418.00 *
612413	OZAKI, SUIKO	RENT SUBSIDY	837.00 *
612414	PAHU, BRADRAKUMAR L	RENT SUBSIDY	762.00 *
612415	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,006.00 *
612416	PALMYRA SENIOR APARTMENTS	RENT SUBSIDY	855.00 *
612417	PARISIAN APT C/O DALJIT SARKARIA	RENT SUBSIDY	1,140.00 *

PAGE TOTAL FOR "*" LINES = 69,860.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612418	PARK RIDGE APARTMENTS	RENT SUBSIDY	782.00 *
612419	PARK, JIN	RENT SUBSIDY	1,211.00 *
612420	PARK, CHONG PIL	RENT SUBSIDY	1,054.00 *
612421	PATEL, SMITA DIPAK	RENT SUBSIDY	1,112.00 *
612422	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,070.00 *
612423	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	1,212.00 *
612424	PHAM, BINH Q	RENT SUBSIDY	1,195.00 *
612425	PHAM, CAROLINE	RENT SUBSIDY	840.00 *
612426	PHAM, CHAU N.	RENT SUBSIDY	1,001.00 *
612427	PHAM, CHIEN DINH	RENT SUBSIDY	1,299.00 *
612428	PHAM, DAVID DUNG	RENT SUBSIDY	1,447.00 *
612429	PHAM, DUNG TIEN	RENT SUBSIDY	1,397.00 *
612430	PHAM, HOANG	RENT SUBSIDY	2,058.00 *
612431	PHAM, LIEN	RENT SUBSIDY	1,040.00 *
612432	PHAM, MINH VAN	RENT SUBSIDY	1,025.00 *
612433	PHAM, NGHIA	RENT SUBSIDY	1,045.00 *
612434	PHAM, QUANG DUY	RENT SUBSIDY	1,773.00 *
612435	PHAM, QUYEN	RENT SUBSIDY	758.00 *
612436	PHAM, QUYNH GIAO	RENT SUBSIDY	1,206.00 *
612437	PHAM, RICHARD	RENT SUBSIDY	1,185.00 *
612438	PHAM, TAP VAN	RENT SUBSIDY	621.00 *
612439	PHAM, THUY T T	RENT SUBSIDY	1,353.00 *

PAGE TOTAL FOR "*" LINES = 25,684.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612440	PHAM, TIM	RENT SUBSIDY	2,383.00 *
612441	PHAM, TUAN A.	RENT SUBSIDY	1,113.00 *
612442	PHAM, TUNG	RENT SUBSIDY	1,161.00 *
612443	PHAM, VAN LOAN THI	RENT SUBSIDY	908.00 *
612444	PHAM, VANTHI	RENT SUBSIDY	1,289.00 *
612445	PHAM, VU	RENT SUBSIDY	1,038.00 *
612446	PHAM, XUANNHA T	RENT SUBSIDY	997.00 *
612447	PHAM, HELEN	RENT SUBSIDY	928.00 *
612448	PHAM, KHANG	RENT SUBSIDY	993.00 *
612449	PHAM, LOAN ANH THI	RENT SUBSIDY	924.00 *
612450	PHAN, TAMMY	RENT SUBSIDY	1,181.00 *
612451	PHAN, VIET TU	RENT SUBSIDY	608.00 *
612452	PHAN, VIVIAN	RENT SUBSIDY	993.00 *
612453	PHAN, DON	RENT SUBSIDY	1,365.00 *
612454	PHAN, THUY-TIEN	RENT SUBSIDY	933.00 *
612455	PHUNG, THICH VAN	RENT SUBSIDY	1,302.00 *
612456	PINCEK, DAVID C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	822.00 *
612457	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,688.00 *
612458	PLYMOUTH HRA	RENT SUBSIDY	617.63 *
612459	POKAL, SAILESH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	767.00 *
612460	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,078.00 *
612461	PP TT, LLC	RENT SUBSIDY	2,053.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612462	QUACH, SAN T	RENT SUBSIDY	917.00 *
612463	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,125.00 *
612464	QUAN, VAN-LAN	RENT SUBSIDY	844.00 *
612465	RAMIREZ, RAYMOND	RENT SUBSIDY	1,248.00 *
612466	RANCHO ALISAL	RENT SUBSIDY	2,984.00 *
612467	RANCHO TIERRA APARTMENTS	RENT SUBSIDY	1,709.00 *
612468	RATANJEE, D M	RENT SUBSIDY	1,648.00 *
612469	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	609.00 *
612470	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,117.00 *
612471	ROANOKE INC	RENT SUBSIDY	1,150.00 *
612472	ROBERTA APTS LP	RENT SUBSIDY	2,310.00 *
612473	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,029.00 *
612474	S.E. AMSTER	RENT SUBSIDY	901.00 *
612475	SABUNJIAN, MIHRAN	RENT SUBSIDY	5,358.00 *
612476	SACRAMENTO HOUSING	RENT SUBSIDY	320.07 *
612477	SALSOL PROPERTIES, LLC	RENT SUBSIDY	1,406.00 *
612478	SAN BERNARDINO HOUSING AUTH	RENT SUBSIDY	974.53 *
612479	SAN DIEGO HOUSING COMMISSION	RENT SUBSIDY	933.78 *
612480	SAN MARCO APTS	RENT SUBSIDY	559.00 *
612481	SAN MARINO VILLAS APTS	RENT SUBSIDY	758.00 *
612482	SARGENT, PAT	RENT SUBSIDY	1,025.00 *
612483	SCHLEIFER, JILL ANN C/O ORANGE COUNTY PROP MGMT INC.	RENT SUBSIDY	1,942.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612484	SCHWERTMAN, CELESTE	RENT SUBSIDY	1,539.00 *
612485	SCOTT G JOE C/O VP PROPERTY MANAGEMENT	RENT SUBSIDY	1,031.00 *
612486	SERRANO WOODS, LP	RENT SUBSIDY	983.00 *
612487	SHREEVES PROPERTIES, LLC C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	5,217.00 *
612488	SIGEL, IRV D C/O GERARD PROPERTIES	RENT SUBSIDY	741.00 *
612489	SILCO NORTHEAST, LLC	RENT SUBSIDY	1,809.00 *
612490	SILVERSTEIN, IRVIN C/O SMI PROPERTIES	RENT SUBSIDY	1,252.00 *
612491	SILVERSTEIN, MARILYN	RENT SUBSIDY	850.00 *
612492	SPRINGSIDE, LLC	RENT SUBSIDY	4,092.00 *
612493	STANTON GROUP THREE, LLC	RENT SUBSIDY	1,969.00 *
612494	STEWART PROPERTIES	RENT SUBSIDY	777.00 *
612495-612496	VOID WARRANTS		
612497	SUMAC APARTMENT LLC	RENT SUBSIDY	710.00 *
612498	SUNNYGATE, LLC	RENT SUBSIDY	1,902.00 *
612499	SUNRISE APARTMENTS	RENT SUBSIDY	949.00 *
612500	TA, DAVID	RENT SUBSIDY	273.00 *
612501	TA, THAI T.	RENT SUBSIDY	1,390.00 *
612502	TA, VINH	RENT SUBSIDY	3,444.00 *
612503	TAHAMI, ALI	RENT SUBSIDY	1,492.00 *
612504	TALLEN, LLC	RENT SUBSIDY	3,342.00 *
612505	TAMERLANE APARTMENTS	RENT SUBSIDY	1,717.00 *
612506	TAMERLANE ASSOCIATES LLC C/O MPMS INC	RENT SUBSIDY	2,058.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612507	TANG, KIM VAN	RENT SUBSIDY	1,685.00 *
612508	TERESINA APARTMENTS	RENT SUBSIDY	1,055.00 *
612509	THACH, HENRY	RENT SUBSIDY	1,795.00 *
612510	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	821.00 *
612511	THE FLORENTINE APTS	RENT SUBSIDY	809.00 *
612512	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	7,590.00 *
612513	THE KNOLLS	RENT SUBSIDY	91.00 *
612514	THE MEDITERRANEAN APTS	RENT SUBSIDY	872.00 *
612515	THE ROSE GARDEN APTS	RENT SUBSIDY	5,159.00 *
612516	THOMSON EQUITIES	RENT SUBSIDY	860.00 *
612517	THOMSON EQUITIES C/O BILL MAC DONALD	RENT SUBSIDY	2,461.00 *
612518	TLHA PALM LLC	RENT SUBSIDY	1,736.00 *
612519	TOPADVANCED, LLC	RENT SUBSIDY	2,032.00 *
612520	TRAN, ANDREW	RENT SUBSIDY	1,241.00 *
612521	TRAN, ANDREW	RENT SUBSIDY	2,875.00 *
612522	TRAN, ANH TUYET T	RENT SUBSIDY	1,041.00 *
612523	TRAN, ANNIE N	RENT SUBSIDY	800.00 *
612524	TRAN, BAC	RENT SUBSIDY	1,050.00 *
612525	TRAN, CATHY	RENT SUBSIDY	990.00 *
612526	TRAN, EDWARD T	RENT SUBSIDY	806.00 *
612527	TRAN, FREDERICK M	RENT SUBSIDY	1,179.00 *
612528	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	3,415.00 *

PAGE TOTAL FOR "*" LINES = 40,363.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612529	TRAN, HO VAN	RENT SUBSIDY	4,749.00 *
612530	TRAN, HOA THU	RENT SUBSIDY	1,151.00 *
612531	TRAN, HUNG QUOC	RENT SUBSIDY	876.00 *
612532	TRAN, JIM DUC	RENT SUBSIDY	1,388.00 *
612533	TRAN, JOHN D.	RENT SUBSIDY	1,137.00 *
612534	TRAN, JOSEPH QUANG	RENT SUBSIDY	696.00 *
612535	TRAN, JULIE	RENT SUBSIDY	1,873.00 *
612536	TRAN, KEVIN THANH	RENT SUBSIDY	863.00 *
612537	TRAN, KIM	RENT SUBSIDY	1,722.00 *
612538	TRAN, KIM VAN	RENT SUBSIDY	1,171.00 *
612539	TRAN, LINDA L	RENT SUBSIDY	1,224.00 *
612540	TRAN, LUAN D.	RENT SUBSIDY	1,061.00 *
612541	TRAN, LUCIA THUY	RENT SUBSIDY	753.00 *
612542	TRAN, MY T	RENT SUBSIDY	809.00 *
612543	TRAN, NGOC LAN THI	RENT SUBSIDY	1,369.00 *
612544	TRAN, NHUT NGUYEN	RENT SUBSIDY	1,813.00 *
612545	TRAN, SHELLY	RENT SUBSIDY	890.00 *
612546	TRAN, TAM MINH	RENT SUBSIDY	1,310.00 *
612547	TRAN, TAN MANH	RENT SUBSIDY	1,025.00 *
612548	TRAN, THERESA T	RENT SUBSIDY	834.00 *
612549	TRAN, THU-HA	RENT SUBSIDY	1,388.00 *
612550	TRAN, THUY T	RENT SUBSIDY	1,838.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612551	TRAN, TIEN	RENT SUBSIDY	748.00 *
612552	TRAN, TIM	RENT SUBSIDY	1,135.00 *
612553	TRAN, TRI	RENT SUBSIDY	1,563.00 *
612554	TRAN, TUNG	RENT SUBSIDY	1,224.00 *
612555	TRAN, VAN	RENT SUBSIDY	777.00 *
612556	TRAN, HAU	RENT SUBSIDY	971.00 *
612557	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	872.00 *
612558	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	687.00 *
612559	TRIEU, HONG QUANG C/O HAI THANH TA	RENT SUBSIDY	960.00 *
612560	TRINH, HAI	RENT SUBSIDY	1,584.00 *
612561	TRINH, KATHLEEN	RENT SUBSIDY	949.00 *
612562	TRINH, THANH-MAI	RENT SUBSIDY	1,531.00 *
612563	TRINH, TUAN	RENT SUBSIDY	752.00 *
612564	TRUONG, BAY LE	RENT SUBSIDY	1,286.00 *
612565	TRUONG, THUAN BICH	RENT SUBSIDY	894.00 *
612566	TRUONG, THUAN BICH	RENT SUBSIDY	2,499.00 *
612567	TRUONG, QUYEN MY	RENT SUBSIDY	1,182.00 *
612568	TRUONG, SON BICH	RENT SUBSIDY	1,348.00 *
612569	TSAU, LI-CHIN	RENT SUBSIDY	2,024.00 *
612570	TU BI THIEN TAM	RENT SUBSIDY	837.00 *
612571-612572	VOID WARRANTS		
612573	TUDOR GROVE C/O GOLDEN REMCO INC	RENT SUBSIDY	59,361.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612574	TURI, ANGELO S	RENT SUBSIDY	2,429.00 *
612575	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,277.00 *
612576	V & M RASMUSSEN PROPERTIES, LLC	RENT SUBSIDY	698.00 *
612577	V.N. TIWARI & S. TIWARI AS TRUSTEES OF KASHI TRUST	RENT SUBSIDY	11,454.00 *
612578	VAN, KEITH KY THANH	RENT SUBSIDY	715.00 *
612579	VAN, MINH XUONG c/o KEVIN VAN	RENT SUBSIDY	735.00 *
612580	VAZQUEZ, ARTURO ENRIQUEZ	RENT SUBSIDY	1,259.00 *
612581	VERSAILLES APTS	RENT SUBSIDY	3,273.00 *
612582	VILLA CAPRI ESTATES	RENT SUBSIDY	899.00 *
612583	VILLA, ROSENDO AND/OR ENEDINA	RENT SUBSIDY	1,189.00 *
612584	VILLAGE PROPERTY MGMT	RENT SUBSIDY	11,400.00 *
612585	VILLAGE PROPERTY MGMT	RENT SUBSIDY	924.00 *
612586	VINH, THUA	RENT SUBSIDY	305.00 *
612587	VIRAMONTES, ARTHUR E	RENT SUBSIDY	712.00 *
612588	VISTA DEL SOL APTS	RENT SUBSIDY	1,019.00 *
612589	VO, CUONG B GALERIA PASEOS MALL	RENT SUBSIDY	1,019.00 *
612590	VO, KHANH MAI	RENT SUBSIDY	4,540.00 *
612591	VO, KIMCHI	RENT SUBSIDY	1,645.00 *
612592	VO, LAN KHAI THI	RENT SUBSIDY	1,187.00 *
612593	VO, LE	RENT SUBSIDY	1,900.00 *
612594	VO, NAM T	RENT SUBSIDY	485.00 *
612595	VO, TIN TRUNG	RENT SUBSIDY	807.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612596	VOLE, TINA NGA	RENT SUBSIDY	693.00 *
612597	VONG, LONG	RENT SUBSIDY	1,068.00 *
612598	VPM MANAGEMENT	RENT SUBSIDY	843.00 *
612599	VU, DAVID	RENT SUBSIDY	690.00 *
612600	VU, HUY HOANG	RENT SUBSIDY	1,058.00 *
612601	VU, LEO M	RENT SUBSIDY	1,745.00 *
612602	VU, LONG DUC	RENT SUBSIDY	846.00 *
612603	VU, MARY ANN	RENT SUBSIDY	686.00 *
612604	VU, NAM H	RENT SUBSIDY	842.00 *
612605	VU, TAM	RENT SUBSIDY	1,081.00 *
612606	VU, TAN DUY	RENT SUBSIDY	1,270.00 *
612607	VU, THAI	RENT SUBSIDY	1,363.00 *
612608	VU, DANNY	RENT SUBSIDY	548.00 *
612609	VUONG, HELEN DO	RENT SUBSIDY	2,259.00 *
612610	WALDEN APTS	RENT SUBSIDY	3,587.00 *
612611	WALDEN GLEN APTS	RENT SUBSIDY	661.00 *
612612	WASHINGTON COUNTY HRA	RENT SUBSIDY	1,248.90 *
612613	WEGENER, STELLA	RENT SUBSIDY	867.00 *
612614	WEI, FRANCIS	RENT SUBSIDY	961.00 *
612615	WEISER, IRVING	RENT SUBSIDY	3,320.00 *
612616	WEISSER INVESTMENTS	RENT SUBSIDY	6,926.00 *
612617	WEST, NEIL E	RENT SUBSIDY	946.00 *

PAGE TOTAL FOR "*" LINES = 33,508.90

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612618	WESTCHESTER PARK LP	RENT SUBSIDY	1,285.00 *
612619	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	5,945.00 *
612620	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	6,897.00 *
612621	WESTMINSTER HSG PARTNERS LP	RENT SUBSIDY	1,359.00 *
612622	WICK, CINDY OR ED	RENT SUBSIDY	572.00 *
612623	WILSHIRE CREST	RENT SUBSIDY	1,151.00 *
612624	WINDMILL APARTMENTS	RENT SUBSIDY	4,921.00 *
612625	WINDSOR TOWNE LP	RENT SUBSIDY	730.00 *
612626	WINDSOR-DAWSON LP	RENT SUBSIDY	5,154.00 *
612627	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,530.00 *
612628	WONG, THOMAS G.	RENT SUBSIDY	1,435.00 *
612629	WOODBURY SQUARE	RENT SUBSIDY	1,218.00 *
612630	WURZELL, DAVID P.	RENT SUBSIDY	1,487.00 *
612631	YIANG, VINCE	RENT SUBSIDY	1,025.00 *
612632	YOUNG, HENRY H	RENT SUBSIDY	1,032.00 *
612633	ZHAO, GEORGE	RENT SUBSIDY	977.00 *
W612021	13251 NEWLAND LLC C/O ERICA STIDHAM	RENT SUBSIDY	6,944.00 *
W612022	19822 BROOKHURST, LLC	RENT SUBSIDY	2,071.00 *
W612023	2300 W EL SEGUNDO, L.P. C/O SWAMI INT	RENT SUBSIDY	8,950.00 *
W612024	7632 21ST ST LP WESTMINSTER SENIOR APTS	RENT SUBSIDY	3,183.00 *
W612025	ACACIA VILLAGE C/O DOUGLAS HOFER	RENT SUBSIDY	50,305.00 *
W612029	ALLARD APARTMENT, LLC	RENT SUBSIDY	7,108.00 *

PAGE TOTAL FOR "*" LINES = 116,279.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612030	ALTAMIRANO, CHIN MEI CHU	RENT SUBSIDY	3,280.00 *
W612034	AP HIGA-HIGA, LLC	RENT SUBSIDY	6,044.00 *
W612036	AUGUSTA GROUP INVESTMENTS, LLC	RENT SUBSIDY	706.00 *
W612037	AYNEM INVESTMENTS, LP C/O A & M PROP	RENT SUBSIDY	17,559.00 *
W612038	BAKER RANCH AFFORDABLE LP C/O SOLARI ENTERPRISES, INC	RENT SUBSIDY	3,464.00 *
W612041	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	4,948.00 *
W612044	BOZARJIAN, RICHARD	RENT SUBSIDY	27,165.00 *
W612048	BUI, BACH	RENT SUBSIDY	1,005.00 *
W612050	BUI, DUNG	RENT SUBSIDY	1,298.00 *
W612051	BUI, KIMBERLY	RENT SUBSIDY	2,170.00 *
W612054	BUI, MONICA	RENT SUBSIDY	2,559.00 *
W612057	BUI, THUAN	RENT SUBSIDY	2,984.00 *
W612058	BUI, TRIET THO-MINH	RENT SUBSIDY	3,527.00 *
W612060	BURLEY, DAVID M C/O PARK PACIFIC	RENT SUBSIDY	2,047.00 *
W612063	CAO, HUONG B	RENT SUBSIDY	818.00 *
W612064	CAO, XUAN	RENT SUBSIDY	8,421.00 *
W612066	CERVANTES JR, ARTEMIO	RENT SUBSIDY	614.00 *
W612067	CHAN, KOU LEAN	RENT SUBSIDY	6,555.00 *
W612069	CHAU, ALICE	RENT SUBSIDY	3,863.00 *
W612071	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,400.00 *
W612076	CHIANG, LI-YONG	RENT SUBSIDY	12,861.00 *
W612079	CLIFTON, KATHLEEN P	RENT SUBSIDY	902.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612080	COLACION, KATHY D	RENT SUBSIDY	2,735.00 *
W612082	CONTINENTAL GARDENS APTS	RENT SUBSIDY	25,471.00 *
W612083	COURTYARD APTS	RENT SUBSIDY	1,780.00 *
W612085	CROCKETT, JACK	RENT SUBSIDY	3,548.00 *
W612086	CURTIS FAMILY TRUST C/O SPURR & ASSOCIATES, INC	RENT SUBSIDY	6,550.00 *
W612087	DAC, NGHIA HO OR PHAN VE TU	RENT SUBSIDY	2,787.00 *
W612088	DAM, BINH DINH	RENT SUBSIDY	2,183.00 *
W612089	DANG, CHINH VAN	RENT SUBSIDY	982.00 *
W612090	DAO, AILEEN A	RENT SUBSIDY	1,456.00 *
W612091	DAO, TU VAN	RENT SUBSIDY	14,122.00 *
W612095	DINH, KATHLEEN	RENT SUBSIDY	5,859.00 *
W612096	DINH, LONG T	RENT SUBSIDY	2,249.00 *
W612100	DNK PROPERTY LLC	RENT SUBSIDY	11,754.00 *
W612102	DO, HIEN DUC	RENT SUBSIDY	3,195.00 *
W612105	DO, NANCY	RENT SUBSIDY	815.00 *
W612107	DO, THUY THI	RENT SUBSIDY	2,767.00 *
W612108	DO, TINA	RENT SUBSIDY	6,066.00 *
W612109	DOAN, DUNG VAN	RENT SUBSIDY	4,622.00 *
W612111	DONG, MINH TRANG	RENT SUBSIDY	11,772.00 *
W612112	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	772.00 *
W612113	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	8,621.00 *
W612116	DUNNETT, DAVID F	RENT SUBSIDY	3,225.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612117	DUONG, HONG MANH	RENT SUBSIDY	744.00 *
W612119	DUONG, MINH B	RENT SUBSIDY	4,179.00 *
W612123	DV-DEVELOPMENT & INVESTMENT, LLC	RENT SUBSIDY	2,594.00 *
W612126	EHLE, GERALD	RENT SUBSIDY	863.00 *
W612129	EL RAY PARTNERS, LLC C/O SCHROEDER MANAGEMENT CO.	RENT SUBSIDY	8,265.00 *
W612130	ELIAS CAPITAL GROUP, LLC C/O LIDO PROPERTY MGMT	RENT SUBSIDY	846.00 *
W612131	EMERALD FIELD, LLC	RENT SUBSIDY	5,377.00 *
W612135	FAIRFAX COUNTY DEPT OF HOUSING	RENT SUBSIDY	10,907.17 *
W612138	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	4,558.00 *
W612140	FRECHTMAN, WILLIAM	RENT SUBSIDY	3,718.00 *
W612143	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,763.00 *
W612144	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	6,976.00 *
W612147	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,211.00 *
W612148	GIACALONE, BRIGITTE	RENT SUBSIDY	837.00 *
W612155	GREEN, WILLIAM C/O G REYES	RENT SUBSIDY	1,099.00 *
W612156	GREENHOUSE APARTMENTS	RENT SUBSIDY	1,049.00 *
W612161	HA OF DEKALB COUNTY	RENT SUBSIDY	4,256.96 *
W612162	HA, KHIEM Q	RENT SUBSIDY	2,720.00 *
W612163	HAH, CHENG	RENT SUBSIDY	1,842.00 *
W612166	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	2,111.00 *
W612169	HAU, STEVEN	RENT SUBSIDY	2,639.00 *
W612171	HELMS, CHARLES	RENT SUBSIDY	731.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612172	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	826.00 *
W612174	HO, HENRY HOI	RENT SUBSIDY	9,594.00 *
W612176	HO, TIM	RENT SUBSIDY	3,185.00 *
W612177	HOANG, KHOI	RENT SUBSIDY	1,994.00 *
W612181	HOANG, LANG	RENT SUBSIDY	837.00 *
W612183	HOLEY, ELIZABETH	RENT SUBSIDY	959.00 *
W612185	HONG, GEORGE	RENT SUBSIDY	1,291.00 *
W612187	HSU, CHANG-HUA LIU	RENT SUBSIDY	4,283.00 *
W612191	HUYNH, DUONG P	RENT SUBSIDY	3,584.00 *
W612192	HUYNH, KELVIN	RENT SUBSIDY	1,056.00 *
W612193	HUYNH, LOAN	RENT SUBSIDY	1,202.00 *
W612194	HUYNH, MINH T MAI	RENT SUBSIDY	771.00 *
W612197	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	4,718.00 *
W612200	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	10,895.00 *
W612201	JACKSON PALMS APARTMENTS, LLC	RENT SUBSIDY	3,783.00 *
W612203	JOHNSON, NATHAN D.	RENT SUBSIDY	10,904.00 *
W612205	JTK & ASSOCIATES	RENT SUBSIDY	1,127.00 *
W612206	JUNG SUN NOH C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	9,762.00 *
W612207	K.L.S. ONE LLC	RENT SUBSIDY	971.00 *
W612208	KAY VEE, LLC	RENT SUBSIDY	918.00 *
W612213	KEH, LU-YONG	RENT SUBSIDY	2,616.00 *
W612214	KELLEY, ROBERT	RENT SUBSIDY	3,523.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612215	KHA, CAM MY	RENT SUBSIDY	4,065.00 *
W612216	KIM, JONG WAN C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	4,350.00 *
W612217	KIM, HARRY H C/O CROWN INV REALTY	RENT SUBSIDY	1,025.00 *
W612221	KLEIN, MARTIN	RENT SUBSIDY	3,907.00 *
W612227	LAGUNA HILLS TRAVEL LODGE LLC ATTN: OFFICE	RENT SUBSIDY	24,496.00 *
W612228	LAKE SIDE ASSOCIATION	RENT SUBSIDY	6,560.00 *
W612229	LAM, HAI	RENT SUBSIDY	9,243.00 *
W612231	LAM, DUY M	RENT SUBSIDY	2,801.00 *
W612232	LANDA, SALVADOR	RENT SUBSIDY	886.00 *
W612240	LE, HIEN QUANG	RENT SUBSIDY	977.00 *
W612241	LE, HONG PHUC THI	RENT SUBSIDY	1,648.00 *
W612243	LE, KIM CHI T	RENT SUBSIDY	1,972.00 *
W612245	LE, LY PHUONG	RENT SUBSIDY	988.00 *
W612246	LE, MICHAEL	RENT SUBSIDY	1,712.00 *
W612248	LE, NGAN VAN	RENT SUBSIDY	1,649.00 *
W612251	LE, NGUYEN NHU	RENT SUBSIDY	937.00 *
W612252	LE, TAN T	RENT SUBSIDY	9,793.00 *
W612255	LE, TRUNG T	RENT SUBSIDY	1,001.00 *
W612262	LEDUC, MONIQUE	RENT SUBSIDY	1,662.00 *
W612263	LEUNG, ROGER	RENT SUBSIDY	3,936.00 *
W612267	LIN, EEL-YU	RENT SUBSIDY	10,794.00 *
W612268	LOTUS PROPERTIES	RENT SUBSIDY	4,071.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612269	LUONG, ALAN D	RENT SUBSIDY	3,068.00 *
W612270	LOU, XUYEN	RENT SUBSIDY	1,094.00 *
W612271	LY, MING	RENT SUBSIDY	3,260.00 *
W612272	LY, TAN Q	RENT SUBSIDY	1,019.00 *
W612273	LY, TRANH	RENT SUBSIDY	987.00 *
W612274	LY, XUAN GRACE LINH	RENT SUBSIDY	2,042.00 *
W612281	MAI, CHUCK	RENT SUBSIDY	5,434.00 *
W612288	MAUREEN APARTMENTS NO.2 LP ATTN: GILBERTO GONZALEZ, MGR	RENT SUBSIDY	3,524.00 *
W612295	MCCRATH, GRACE OR GERALD	RENT SUBSIDY	2,536.00 *
W612296	MEAK, MANH	RENT SUBSIDY	1,310.00 *
W612302	MIKE & KATHY LEE LP	RENT SUBSIDY	2,778.00 *
W612312	N & V DEVELOPMENT, LLC	RENT SUBSIDY	19,714.00 *
W612314	NEW TCNY LLC RETIREMENT PLAN & TRUST	RENT SUBSIDY	3,675.00 *
W612320	NGO, LOC T	RENT SUBSIDY	912.00 *
W612323	NGO, VINCE K	RENT SUBSIDY	1,129.00 *
W612326	NGUYEN, ANDREW Q	RENT SUBSIDY	3,188.00 *
W612328	NGUYEN, ANNIE	RENT SUBSIDY	1,341.00 *
W612329	NGUYEN, AUNDREY N	RENT SUBSIDY	811.00 *
W612332	NGUYEN, BRIAN BAO-KHA	RENT SUBSIDY	6,123.00 *
W612333	NGUYEN, CALVIN H	RENT SUBSIDY	529.00 *
W612334	NGUYEN, CHI HUYEN	RENT SUBSIDY	1,822.00 *
W612335	NGUYEN, CHUONG	RENT SUBSIDY	1,193.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612336	NGUYEN, CUONG C/O LUKE NGUYEN	RENT SUBSIDY	1,715.00 *
W612337	NGUYEN, DUONG	RENT SUBSIDY	6,875.00 *
W612339	NGUYEN, HOA THI	RENT SUBSIDY	6,483.00 *
W612346	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	2,110.00 *
W612347	NGUYEN, KENNETH	RENT SUBSIDY	1,183.00 *
W612349	NGUYEN, KHANH VAN	RENT SUBSIDY	1,997.00 *
W612350	NGUYEN, LANIE	RENT SUBSIDY	7,931.00 *
W612351	NGUYEN, LINDA	RENT SUBSIDY	2,362.00 *
W612352	NGUYEN, LYNDIA	RENT SUBSIDY	9,065.00 *
W612353	NGUYEN, MIMI	RENT SUBSIDY	1,131.00 *
W612354	NGUYEN, MYRA D	RENT SUBSIDY	14,097.00 *
W612356	NGUYEN, PETER	RENT SUBSIDY	1,953.00 *
W612357	NGUYEN, PHUONG MY THI	RENT SUBSIDY	9,514.00 *
W612361	NGUYEN, SON HONG	RENT SUBSIDY	1,249.00 *
W612367	NGUYEN, THAI DUC	RENT SUBSIDY	1,844.00 *
W612368	NGUYEN, THANH-LE	RENT SUBSIDY	1,566.00 *
W612370	NGUYEN, THINH QUOC	RENT SUBSIDY	3,225.00 *
W612372	NGUYEN, THUAN C	RENT SUBSIDY	2,936.00 *
W612374	NGUYEN, TIEP	RENT SUBSIDY	1,944.00 *
W612378	NGUYEN, TUNG QUOC	RENT SUBSIDY	1,828.00 *
W612381	NGUYEN, TUYET-LAN T	RENT SUBSIDY	2,078.00 *
W612383	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	1,116.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612384	NGUYEN, XUAN THI	RENT SUBSIDY	1,363.00 *
W612385	NGUYEN, CHI CHARLIE	RENT SUBSIDY	1,073.00 *
W612386	NGUYEN, DUNG VAN	RENT SUBSIDY	2,696.00 *
W612387	NGUYEN, HUOY	RENT SUBSIDY	1,658.00 *
W612388	NGUYEN, JAMES	RENT SUBSIDY	824.00 *
W612392	NGUYEN, MINH NGOC	RENT SUBSIDY	1,124.00 *
W612395	NGUYEN, PHAC V & NGUYEN HA T	RENT SUBSIDY	2,102.00 *
W612399	NGUYEN, THINH THI	RENT SUBSIDY	6,881.00 *
W612405	NGUYEN-SHEPARDSON, CAY THI	RENT SUBSIDY	4,432.00 *
W612407	NHIEU, CUONG C.	RENT SUBSIDY	248.00 *
W612414	PALM ISLAND	RENT SUBSIDY	11,768.00 *
W612417	PARK PLACE APTS LLP	RENT SUBSIDY	2,430.00 *
W612420	PATEL DILIP M	RENT SUBSIDY	8,565.00 *
W612423	PETITE ELISE, LLC	RENT SUBSIDY	6,390.00 *
W612428	PHAM, DAVID LINH	RENT SUBSIDY	1,703.00 *
W612429	PHAM, HIEU	RENT SUBSIDY	1,659.00 *
W612430	PHAM, LAN VAN	RENT SUBSIDY	5,190.00 *
W612431	PHAM, LONG NGOC	RENT SUBSIDY	892.00 *
W612432	PHAM, MINH VAN	RENT SUBSIDY	740.00 *
W612433	PHAM, PHUONG T	RENT SUBSIDY	1,133.00 *
W612437	PHAM, SON THAI	RENT SUBSIDY	1,810.00 *
W612438	PHAM, THANH QUOC	RENT SUBSIDY	2,770.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612439	PHAM, TIEN M	RENT SUBSIDY	1,163.00 *
W612440	PHAM, TRINH	RENT SUBSIDY	2,576.00 *
W612444	PHAM, VICTOR	RENT SUBSIDY	2,442.00 *
W612446	PHAM, HAI MINH	RENT SUBSIDY	7,323.00 *
W612449	PHAN, OANH	RENT SUBSIDY	3,734.00 *
W612450	PHAN, THANH T	RENT SUBSIDY	645.00 *
W612454	PHARN, ART S	RENT SUBSIDY	4,265.00 *
W612456	PINE TREE PROPERTY, LLC	RENT SUBSIDY	2,938.00 *
W612457	PLANO HOUSING AUTHORITY	RENT SUBSIDY	4,430.36 *
W612460	POWELL, LEO OR DEBORAH	RENT SUBSIDY	2,770.00 *
W612461	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	3,859.00 *
W612464	RAGASOL, EDWARD C/O LIDO PROPERTY MGMT	RENT SUBSIDY	358.00 *
W612468	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,836.00 *
W612469	REED, ROGER LEE	RENT SUBSIDY	1,941.00 *
W612470	REYES, RAYMOND	RENT SUBSIDY	871.00 *
W612473	ROMO, JULIETA	RENT SUBSIDY	2,195.00 *
W612485	SCULLIN, ALFRED L C/O PARK PACIFIC	RENT SUBSIDY	2,684.00 *
W612489	SILVER COVE APARTMENTS, LP ATTN: MANAGER OFFICE	RENT SUBSIDY	1,068.00 *
W612491	SPH ENTERPRISES LLC	RENT SUBSIDY	8,623.00 *
W612494	STIDHAM, ERICA	RENT SUBSIDY	5,634.00 *
W612496	STUART DRIVE/ROSE GARDEN APTS C/O RENTAL OFFICE	RENT SUBSIDY	73,668.00 *
W612497	SUNGROVE SENIOR APTS	RENT SUBSIDY	19,831.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612499	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	13,244.00 *
W612506	TANG, ENLIANG T	RENT SUBSIDY	1,060.00 *
W612507	TDT WASHINGTON, LLC	RENT SUBSIDY	1,688.00 *
W612509	THE BERNTH FAMILY TRUST	RENT SUBSIDY	4,559.00 *
W612511	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	28,278.00 *
W612517	TIET, THAO PHUONG	RENT SUBSIDY	3,725.00 *
W612518	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	49,975.00 *
W612519	TRAN'S APARTMENTS	RENT SUBSIDY	4,954.00 *
W612523	TRAN, ANTON	RENT SUBSIDY	967.00 *
W612524	TRAN, BILLY	RENT SUBSIDY	1,061.00 *
W612525	TRAN, CHUONG V.	RENT SUBSIDY	2,352.00 *
W612527	TRAN, HENRY	RENT SUBSIDY	1,235.00 *
W612529	TRAN, HOA	RENT SUBSIDY	1,184.00 *
W612530	TRAN, HOANG N	RENT SUBSIDY	1,442.00 *
W612531	TRAN, HUYEN N	RENT SUBSIDY	2,411.00 *
W612538	TRAN, LAY THI	RENT SUBSIDY	1,171.00 *
W612539	TRAN, LOC H	RENT SUBSIDY	1,360.00 *
W612541	TRAN, MARY	RENT SUBSIDY	461.00 *
W612542	TRAN, NGOC THI	RENT SUBSIDY	991.00 *
W612544	TRAN, RYAN	RENT SUBSIDY	1,349.00 *
W612545	TRAN, SONNY	RENT SUBSIDY	2,049.00 *
W612548	TRAN, THERESA T	RENT SUBSIDY	2,229.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612549	TRAN, THUY	RENT SUBSIDY	921.00 *
W612553	TRAN, TU	RENT SUBSIDY	3,985.00 *
W612555	TRAN, DANNY	RENT SUBSIDY	1,988.00 *
W612556	TRAN, THAO DUC	RENT SUBSIDY	3,379.00 *
W612557	TRANG, TOM	RENT SUBSIDY	2,184.00 *
W612559	TRIEU, NANCY	RENT SUBSIDY	1,949.00 *
W612563	TRUONG, ALAN	RENT SUBSIDY	1,269.00 *
W612564	TRUONG, HUE	RENT SUBSIDY	2,517.00 *
W612568	TSAL, CAROLINE	RENT SUBSIDY	3,934.00 *
W612576	V W PROPERTY	RENT SUBSIDY	3,539.00 *
W612577	VALLEY VIEW SENIOR APTS C/O G & K MGMT CO, INC	RENT SUBSIDY	10,050.00 *
W612579	VAN, XUAN NGA	RENT SUBSIDY	1,005.00 *
W612582	VILLA CHAPMAN APARTMENTS, LLC	RENT SUBSIDY	685.00 *
W612588	VJ SURGICAL, LLC	RENT SUBSIDY	1,426.00 *
W612589	VO, JEFF	RENT SUBSIDY	1,055.00 *
W612593	VO, LOC ANH	RENT SUBSIDY	1,078.00 *
W612597	VORA, NIPA D	RENT SUBSIDY	2,318.00 *
W612598	VU, DAT	RENT SUBSIDY	15,270.00 *
W612599	VU, DEAN	RENT SUBSIDY	2,242.00 *
W612600	VU, KATHY HUONG	RENT SUBSIDY	388.00 *
W612601	VU, LINH DUY	RENT SUBSIDY	1,727.00 *
W612604	VU, NGUYET-THUYEN LE	RENT SUBSIDY	6,291.00 *


WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W612607	VU, VINCE HUNG	RENT SUBSIDY	5,424.00 *
W612608	VU, TRACY	RENT SUBSIDY	1,522.00 *
W612609	VUONG, PETER H.	RENT SUBSIDY	4,238.00 *
W612611	WANG, SUZY	RENT SUBSIDY	8,397.00 *
W612616	WESSELN, HENRY B	RENT SUBSIDY	980.00 *
W612621	WESTPARK APTS	RENT SUBSIDY	1,973.00 *
W612627	WONDERFUL IDEA, LLC	RENT SUBSIDY	15,358.00 *
W612630	YAU, DEBBIE C.	RENT SUBSIDY	925.00 *
W612632	ZASLAVSKY, ALEXANDER OR EUGENIA	RENT SUBSIDY	4,653.00 *

PAGE TOTAL FOR "*" LINES = 43,470.00

FINAL TOTAL 2,348,982.08 *

DEMANDS #612022 - 612633 AND DIRECT DEPOSIT W612021 - W612632 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL OCTOBER 1, 2016, HAVE BEEN AUDITED FOR ACCURACY, AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


KINGSLEY C. OKEREKE - FINANCE DIRECTOR

DIRECT DEPOSIT \$1,178,051.49

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
577262	COMMITTEE TO ELECT JOHN R O'NEILL COUNCIL MEMBER	REV & VOID	-501.00 *
598575	E&A MANAGEMENT INC.	REV & VOID	-150.00 *
599990	E&A MANAGEMENT INC.	REV & VOID	150.00 *
605716	ADVANCED ENGINEERING SOFTWARE	REV & VOID	-216.00 *
606382	REYES, LILIA	REV & VOID	-40.00 *
611495	DO, LAN HOANG	REV & VOID	-2,004.00 *
611794	PRESSTK INC.	REV & VOID	-8,850.50 *
611939	OVERLAND, PACIFIC & CUTLER INC.	REV & VOID	-1,756.10 *
611972	WESTERN EXTERMINATOR	REV & VOID	-3,853.58 *
612013	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	REV & VOID	-60,214.54 *
612019	PREMIUM QUALITY LIGHTING	REV & VOID	-2,389.93 *
W610356	CASA MADRID APTS C/O BEACH FRONT PROPERTY MGMT	REV & VOID	-3,990.00 *
612634	U.S. POSTAL SERVICE (HASLER)	POSTAGE	20,000.00 *
612635	R KENT CREAMER	SECURITY DEPOSITS	1,000.00 *
612636	JASON & JENNIFER SMITH	SECURITY DEPOSITS	1,000.00 *
612637	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	150.00 *
612638	C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS	DISABILITY INSURANCE	1,984.50 *
612639	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,029.50 *
612640	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	201.75 *
612641	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	75.00 *
612642	DALTON, BRIAN	MED TRUST REIMB	659.70 *

PAGE TOTAL FOR "*" LINES = -55,715.20

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612643	ENTERPRISE RIDESHARE	OTHER RENTALS	965.00 *
612644	GARDEN GROVE SECURED STORAGE	LAND/BLDG/ROOM RENT	250.00 *
612645	GOLDEN WEST COLLEGE CRIMINAL JUSTICE TRAINING CENTER	BOOKS/SUBS/CASSETTES	800.00 *
612646	GREEN*, CHARLES	ACCOUNTS RECEIVABLE	3,048.69 *
612647	HAENDIGES, ROBERT	MED TRUST REIMB	705.49 *
612648	HERNANDEZ, GARY	MED TRUST REIMB	170.00 *
612649	KELLY PAPER	WHSE INVENTORY	1,852.79 *
612650	LEE, GRACE	DEP CARE REIMB	192.30 *
612651	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
612652	ORANGE COUNTY WELDING, INC.	OTHER BLD/EQ/ST SERV	900.00 *
612653	THE ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	120.75 *
612654	REYNOLDS, MICHELLE	WAGE ATTACHMENT	461.54 *
612655	RUITENSCHILD, LES	DEP CARE REIMB	64.60 *
612656	TELEPACIFIC COMMUNICATIONS	NETWORK COMMUNICT	839.28 *
612657	TYCO INTEGRATED SECURITY LLC	OTHER PROF SERV	669.37 *
612658	WASINGER, JEAN M.	WAGE ATTACHMENT	134.31 *
612659	WILDER, CANDY	MED TRUST REIMB	232.05 *
612660	HODSON, AARON	DEP CARE REIMB	138.46 *
612661	JOHNSON, CHRISTIAN	WAGE ATTACHMENT	276.92 *
612662	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
612663	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	6,992.38 *
612664	911 VEHICLE	MOTOR VEH PARTS	1,689.41 *

PAGE TOTAL FOR "*" LINES = 20,884.22

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612665	DIRECTV	CABLE TV SERVICE	46.72 *
612666	COUNTY OF ORANGE DA'S OFFICE, ASSET FORFEITURE	PROP/EV REFUND INTEREST	4,870.00 7.88 4,877.88 *
612667	KOSKY, BEN	DEP CARE REIMB	221.00 *
612668	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	1,120.00 385.00 1,505.00 *
612669	SO CAL PRTRNS IN HOME OWNERSHIP	OTHER PROF SERV	1,000.00 *
612670	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
612671	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	30,107.27 *
612672	LIZ VASQUEZ	DEP CARE REIMB	96.23 *
612673	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	418.88 *
612674	SHANNON WAINWRIGHT	WAGE ATTACHMENT	831.00 *
612675	FUN EXPRESS	ADMN/ENTRANCE FEE	892.35 *
612676	VO, TIN TRUNG	WAGE ATTACHMENT RENT SUBSIDY	-201.75 807.00 605.25 *
612677	TANG, KIM VAN	WAGE ATTACHMENT RENT SUBSIDY	-505.50 1,685.00 1,179.50 *
612678	DOAN, KYLAM	RENT SUBSIDY	1,210.00 *
612679	AT&T	TELEPHONE	502.28 *
612680	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	435.05 *
612681	MCI COMM SERVICE	TELEPHONE	34.26 *
612682	SO CALIF EDISON CO	ELECTRICITY	7,716.74 *

PAGE TOTAL FOR "*" LINES = 51,809.41

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612683	SO CALIF GAS CO	NATURAL GAS	1,386.02 *
612684	TIME WARNER CABLE	CABLE	71.96 *
612685	ADAMSON POLICE PRODUCTS	GUNS/AMMUNITION	1,998.00 *
612686	ALAN'S LAWN AND GARDEN CENTER INC.	REPAIRS-FURN/MACH/EQ HARDWARE	60.15 45.36 105.51 *
612687	ALLSTAR FIRE EQUIPMENT INC.	AIRPAKS	238.68 *
612688	CITY OF ANAHEIM DIVISION OF COLLECTION	MAINT OF REAL PROP	420.00 *
612689	ANAHEIM REGIONAL MEDICAL CENTER	MEDICAL SERVICES	2,250.00 *
612690	APPLE INC	HARDWARE	1,658.16 *
612691	ANTHONY BIRMINGHAM WINDOW CLEANING	MAINT-SERV CONTRACTS	1,266.00 *
612692	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	2,318.33 *
612693	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	274.35 *
612694	CDW-GOVERNMENT INC	MONITORED EQ-COMP	4,195.15 *
612695	CSG CONSULTANTS, INC.	OTHER PROF SERV	14,973.50 *
612696	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	10,008.98 *
612697	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	475.40 *
612698	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	360.00 *
612699	CLOSET WORLD, INC.	MINOR FURN/EQUIP	858.00 *
612700	COMLINK LASERCARE	REPRO SUPPLIES	1,447.20 *
612701	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	2,363.04 *
612702	JOHN B EWLES INC	TRASH/CLEANING SERV	540.00 *
612703	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	1,657.00 *

PAGE TOTAL FOR "*" LINES = 48,865.28

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612704	FORD OF ORANGE	MOTOR VEH PARTS	733.63 *
612705	GPSIT	MOTOR VEHICLE MAINT	160.00 *
612706	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL REFUSE COLL SERV	33,391.92 9,813.09 43,205.01 *
612707	GLOBAL IMPORTS INC DBA BATTERIES AND BUTTER	WHSE INVENTORY	403.20 *
612708	HILL'S BROS LOCK & SAFE INC	OTHER MINOR TOOLS/EQ HARDWARE	292.74 105.87 398.61 *
612709	APPLE ONE EMPLOYMENT SVS ACCOUNTS RECEIVABLE	TEMP AIDE SERVICES	3,626.64 *
612710	KOA CORPORATION	ENGINEERING SERVICES	16,200.00 *
612711	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	1,686.38 *
612712	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	1,120.46 *
612713	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	49.95 *
612714	CABCO YELLOW, INC.	CONTRACTUAL SERV L/S/A TRANSPORTATION	32,133.25 3,570.00 35,703.25 *
612715	NOVUSOLUTIONS INOBBAR, LLC	MAINT-SERV CONTRACTS	7,950.00 *
612716	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	1,085.18 *
612717	OPPERMAN & SONS TRUCK	FREIGHT/CARTAGE MOTOR VEH PARTS	107.23 304.50 411.73 *
612718	ORANGE COUNTY WELDING, INC.	MAINT-SERV CONTRACTS	450.00 *
612719	OVERLAND, PACIFIC & CUTLER INC.	CONTRACTUAL SERV	125.00 *
612720	PARKHOUSE TIRE INC	WHSE INVENTORY	3,796.52 *
612721	POSTMASTER	POSTAGE	215.00 *

PAGE TOTAL FOR "*" LINES = 117,320.56

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612722	PRIME TRUCK TIRE SERVICE	MOTOR VEHICLE MAINT	455.00 *
612723	RED WING SHOE STORE	SAFETY EQ/SUPPLIES	207.36 *
612724	SIMPSON CHEVROLET OF GG	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	1,389.96 1,134.38 2,524.34 *
612725	SPARKLETT'S	BOTTLED WATER	47.79 *
612726	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	1,631.10 *
612727	SUN BADGE COMPANY	UNIFORMS	341.68 *
612728	SUNBELT RENTALS	HEAVY EQUIP RENTAL	553.70 *
612729	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	500.00 *
612730	U.S. ARMOR CORP.	UNIFORMS	1,689.50 *
612731	UNIFIRST CORP	LAUNDRY SERVICES	837.45 *
612732	UNITED PARCEL SERVICE	DELIVERY SERVICES	59.25 *
612733	U.S. TOY CO.	OTHER REC/CULT SUPP	126.82 *
612734	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	28.18 *
612735	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	4,445.19 *
612736	GRAINGER	WHSE INVENTORY	1,018.93 *
612737	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	197.52 *
612738	WESTERN EXTERMINATOR	MAINT OF REAL PROP MAINT-SERV CONTRACTS	3,221.00 84.50 3,305.50 *
612739	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	1,019.68 *
612740	CITY OF WESTMINSTER	PISTOL RANGE RENTAL	600.00 *
612741	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	4,187.21 *

PAGE TOTAL FOR "*" LINES = 23,776.20

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612742	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	152.59
		MEDICAL EQUIPMENT	387.99
			540.58 *
612743	SAFARILAND, LLC	OTHER PROF SUPPLIES	2,924.88 *
612744	B & D TOWING	TOWING SERVICES	130.00 *
612745	CHEMSEARCH	OTHER MAINT ITEMS	364.53 *
612746	BRUCE HALL LAND SURVEYOR, INC	ENGINEERING SERVICES	15,750.00 *
612747	KOREAN AMERICAN SENIOR ASSOCIATION OF O.C.	DEPOSIT REFUNDS	250.00
		ROOM FEE REFUND	-120.00
			130.00 *
612748	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	622.53 *
612749	WIMMER, ROYCE	MV GAS/DIESEL FUEL	15.41 *
612750	SOURCE GRAPHICS	REPRO SUPPLIES	268.92 *
612751	THOMAS PLUMBING CO MILLER, THOMAS E	MAINT-SERV CONTRACTS	2,179.65 *
612752	CALIF PARK & RECREATION SOCIETY CPRS	DUES/MEMBERSHIPS	295.00 *
612753	INTERNATIONAL CODE COUNCIL, INC	TUITION/TRAINING	39.00 *
612754	AT&T TELECONFERENCE SERVICES	TELEPHONE	38.44 *
612755	VORTEX INDUSTRIES INC FILE 1095	MAINT-SERV CONTRACTS	725.00 *
612756	HUBER, PETER M	TUITION/TRAINING	250.00 *
612757	FORENSIC NURSE SPECIALISTS, INC	MEDICAL SERVICES	650.00 *
612758	MISSION AMBULANCE ATTN: LAUREN CUDE	TUITION/TRAINING	225.00 *
612759	REVEL ENVIRONMENTAL MANUFACTURING, INC	WHSE INVENTORY	1,895.62 *
612760	B.L. WALLACE DISTRIBUTOR, INC.	MAINT SUPP-TRAFF SIG	1,025.46 *
612761	COMMITTEE TO ELECT JOHN R O'NEILL COUNCIL MEMBER	EXP REIMB - OTHER	501.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612762	KAYE'S KITCHEN	FOOD	110.00 *
612763	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	66.00 *
612764	ROWE, CRAIG	TRUST FUND EXPEND	350.00 *
612765	HOIST SERVICE INC.	REPAIRS-FURN/MACH/EQ	821.00 *
612766	TRISKELION EVENT SERVICES, INC.	OTHER PROF SERV	843.75 *
612767	DOUGLAS, MONSON HENRY	OTHER PROF SERV	113.75 *
612768	SHAMROCK SUPPLY COMPANY, INC	WHSE INVENTORY	124.36 *
612769	ADVANCED ENGINEERING SOFTWARE	SOFTWARE	216.00 *
612770	MIKE REITH	TUITION/TRAINING	220.00 *
612771	LPA, INC.	OTHER PROF SERV	4,147.29 *
612772	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	4,189.11 *
612773	SOUTHERN COMPUTER WAREHOUSE, INC	MONITORED EQUIP	837.48 *
612774	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	3,666.98 *
612775	PRINT MASTERS 85	ADVERTISING	431.14 *
612776	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	REPAIRS-FURN/MACH/EQ OTHER PROF SERV	132.00 4,782.58 4,914.58 *
612777	PRADO FAMILY SHOOTING RANGE	PISTOL RANGE RENTAL	250.00 *
612778	BILL'S SOUND & SECURITY	OTHER PROF SERV	334.00 *
612779	CPRS NPSI	DUES/MEMBERSHIPS	150.00 *
612780	PRESSTEK INC.	MAINT-SERV CONTRACTS	7,657.09 *
612781	APWA SOUTHERN CALIF CHAPTER	TUITION/TRAINING	1,995.00 *
612782	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	405.00 *

PAGE TOTAL FOR "*" LINES = 31,842.53

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/11/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612783	SGXMEDIA	PAPER/ENVELOPES	459.00 *
W1676	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	4,054.58 *
W1677	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,853.85 *
W1678	VISION SERVICE PLAN	VISION INSURANCE	3,962.14 *
W1679	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	953,035.40 *

PAGE TOTAL FOR "*" LINES = 969,364.97

FINAL TOTAL 1,236,718.99 *

DEMANDS #612634 - 612783 AND WIRES W1676 - W1679 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL OCTOBER 11, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


KINGSLEY C. OKEREKE - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an agreement with 911 Vehicle for police patrol vehicle equipment changeovers. (Cost: \$450,000 for 3 years) (<i>Action Item</i>)		
		Date:	10/11/2016

OBJECTIVE

To secure City Council authorization to enter into an agreement with 911 Vehicle to changeover the equipment on police patrol vehicles.

BACKGROUND

An average of ten (10) police patrol vehicles per year are replaced. Before these vehicles are sent to auction, the emergency equipment must be removed and reinstalled on the new patrol vehicles. Public Safety and Public Works researched potential contractors using workmanship, ability to meet schedules, and type of warranty as the criteria to be considered. 911 Vehicle was determined to be the contractor able to meet all of the requirements.

DISCUSSION

911 Vehicle provides excellent workmanship, fulfills time requirements and provides a one-year warranty on the installation. In addition, 911 Vehicle has developed an electrical power management system, resulting in lower repair costs and less downtime, ensuring the patrol vehicles remain in service. The agreement reflects an average of ten (10) vehicles being changed over each year. The terms of the requested agreement are \$450,000 for three (3) years, with an option to extend for an additional two (2) years at \$150,000 per year, for a total of \$750,000 over five (5) years.

Pursuant to the Garden Grove Municipal Code Section 2.50.060(d), and based upon the Public Works Department recommendation, the Finance Director has determined that the required services to remove and install tactical equipment in police vehicles can only be achieved by 911 Vehicle.

FINANCIAL IMPACT

There is no impact to the General Fund. The amount of this agreement is \$750,000 and will be paid for out of the Equipment Maintenance Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with 911 Vehicle in the amount of \$450,000 for three (3) years, with an option to extend for an additional two (2) years, at a cost of \$150,000 per option year, for a total \$750,000 over five (5) years for the changeover of police patrol vehicle equipment; and
- Authorize the City Manager to execute the agreement on behalf of the City.

By: Phil Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	9/28/2016	Backup Material	Agreement_with_911_Vehicle_-_10-11-16.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this, _____ day of _____, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **911 Vehicle, Inc.**, here in after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _____.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, material, and equipment to provide new installation and change out of equipment to safety vehicles on an as-needed basis.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of three (3) year from full execution of the agreement, with an option to extend said agreement for an additional two (2) years, for a total of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the City. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) for the first three years, payable in arrears and in accordance with proposal in Attachment A.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

- (c) Garage Keeper Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (d) Garage Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONTRACTOR)
911 Vehicle, Inc.
Attention: Dan Walters, President
2130 E. Winston Road
Anaheim, CA 92806
 - b. (Address of City Purchasing) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all 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.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 9/15/16

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"

911 Vehicle, Inc.

By: _____

Name: Dan Walters

Title: President

Date: 9/15/16

Tax ID No. 33-0852305

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Omar Sandoval
Garden Grove City Attorney

9-20-16
Date

ATTACHMENT "A"



**5604 E. La Palma Ave.
Anaheim, CA 92807
714-808-0911 Fax: 714-808-0916
www.911vehicle.com**

2016 Hourly Rate Schedule:

Patrol Car Installs: \$75.00 per hour

Patrol Car:

- **Strip out old vehicle equipment**

Base Electrical Conversion

Main DC Power / Ground Electrical Buss
Key Ignition Control System
1500amp Dry cell Battery (CS)
ICON Multiplex System
2GA. Power Cable for Rear Battery
Dual Battery Isolation System
Park Neutral Control System

Emergency Lighting and Siren Package

Code 3 Lightbar (CS)
Unitrol TM4 Siren Controller (CS)
Code 3 Arrowstick Controller (CS)
Code 3 Citadel Lightbar on Rear Window (CS)
Intersection Strobes hidden in factory lights (CS)
Connection of Push Bumper Lighting
Fed Sig ES100 Siren Speaker & Bracket
LED Lights mounted under rear hatch (CS)

Radios and Computers

Spectra Radio Installation (CS)
Installation of (2) Overhead Radio Speakers in Cab
Installation of Computer including I.D. Scanner and Speakers (CS)
Antennas Installed
Lo Jac Antennas Installed

Command Center Cabinets

Troy Center Console

MDC Mount including keyboard and slide mount (CS)

Havis Rear Communication Box (CS)

Other Equipment

Misc. Parts and Materials

Installation of LoJac Data Cables and Monitor on Dash (CS)

Installation of Camera System Harnesses (CS)

Pro-Guard Front Partition, Gun Rack, Seat, and Rear Partition (CS)

Gun Rack with (2) Gun Locks, Timer and Butt Plate on Cage (CS)

Dual Gun Racks, Locks and Gun Timer mounted in rear (CS)

Setina Push Bumper with side wraps and lights (CS)

Removal of Equipment Old Vehicle (CS)

Cut Rear Spare Tire Panel and Add Hinge

Pro-Guard Door Panels (CS)

Pro-Guard Polycarbonate Window Barriers (CS)



5604 E. La Palma Ave Anaheim CA 92807
P: (714) 808-0911 F: (714) 808-0916

Your Single Source Provider for Emergency Vehicle Solutions

Quote#6116

To: Phil Carter From: Dan Walters
Company: Garden Grove Police Department Date: June 1, 2016
Fax #: _____ Phone #: 714-741-5390
Regarding: Ford Utility Interceptor Patrol Change Over
1 Number of Pages sent including cover sheet

Qty	Breakdown with labor:	EXTENSION TOTAL
	<u>Base Electrical Conversion</u>	
1	Main DC Power / Ground Electrical Buss	770.00
1	Key Ignition Control System	130.00
1	1500amp Drycell Battery (CS)	150.00
1	ICON Multiplex System	1,730.00
1	2GA. Power Cable for Rear Battery	270.00
1	Dual Battery Isolation System	275.00
1	Park Neutral Control System	170.00
	<u>Emergency Lighting and Siren Package</u>	
1	Code 3 Lightbar(CS)	265.00
1	Unitrol TM4 Siren Controller(CS)	450.00
1	Code 3 Arrowstick Controller(CS)	150.00
1	Code 3 Citadel Lightbar on Rear Window (CS)	300.00
1	Intersection Strobes hidden in factory lights (CS)	300.00
1	Connection of Push Bumper Lighting	130.00
1	Fed Sig ES100 Siren Speaker & Bracket	427.50
2	LED Lights mounted under rear hatch (CS)	150.00
	<u>Radios and Computers</u>	
1	Spectra Radio Installation (CS)	450.00
2	Installation of (2) Overhead Radio Speakers in Cab	220.00
1	Installation of Computer including I.D. Scanner and Speakers(CS)	450.00
9	Antennas Installed	1,074.00
4	Lo Jac Antennas Installed	394.00
	<u>Command Center Cabinets</u>	
1	Troy Center Console	627.50
1	MDC Mount including keyboard and slide mount (CS)	150.00
1	Havis Rear Communication Box (CS)	150.00
	<u>Other Equipment</u>	
1	Misc. Parts and Materials	250.00
1	Installation of LoJac Data Cables and Monitor on Dash (CS)	225.00
1	Installation of Camera System Harnesses (CS)	225.00
1	Pro-Guard Front Partition, Gun Rack, Seat, and Rear Partition (CS)	375.00
1	Gun Rack with (2) Gun Locks, Timer and Butt Plate on Cage (CS)	200.00
2	Dual Gun Racks, Locks and Gun Timer mounted in rear (CS)	400.00
1	Setina Push Bumper with side wraps and lights (CS)	225.00
1	Removal of Equipment Old Vehicle(CS)	300.00
1	Cut Rear Spare Tire Panel and Add Hinge	130.00
1	Pro-Guard Door Panels (CS)	75.00
1	Pro-Guard Polycarbonate Window Barriers (CS)	75.00
SUBTOTALS		\$ 11,663.00
SALES TAX		\$ 357.04
TOTAL		\$ 12,020.04

(CS) = customer supplied
PRICES ARE PER VEHICLE / ALL QUOTES ARE GOOD FOR 30 DAYS

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving a Purchase and Sale Agreement and Joint Escrow instructions between the City of Garden Grove and BN Group, LLC for real property located at 13650 Harbor Boulevard, Garden Grove. (<i>Action Item</i>)		
		Date:	10/11/2016

OBJECTIVE

To consider adoption of a Resolution approving a Purchase and Sale Agreement (PSA) between BN Group, LLC (Buyer) and the City of Garden Grove, for the disposition of property located at 13650 Harbor Boulevard (Property).

BACKGROUND

The subject Property consists of a vacant 17,210 square foot auto-dealership building on an approximately 1.45 acre site. The City of Garden Grove (City) acquired the Property in 2011. Prior to that time, the Property had been the site of a used auto-dealership.

DISCUSSION

In September 2011, the City acquired the former auto-dealership with the intent to transition the property into a Vietnam War Museum. A non-profit group was formed to raise money for the museum, but due to limited donations, the City Council directed staff to sell the property. In January 2016, a Request for Proposal (RFP) to dispose of the property was released. Three proposals were submitted and considered. In May 2016, the City Council directed staff to negotiate terms of a PSA with BN Group. BN Group has over 35 years of experience in hotel development and is acknowledged as an innovative leader in the hotel management and development industry. Negotiations have been finalized, and the proposed terms are summarized below:

Purchase Price: The Buyer shall acquire the property at its full appraised value of \$2,800,000, which is consistent with the Fair Market Value determined pursuant to an appraisal prepared by Lidgard and Associates, Inc. on behalf of the City in August 2016.

Closing Date: The PSA provides for a thirty (30) day due diligence period and an outside closing date of November 30, 2016.

Development: The Buyer is required to plan, design and develop a Hotel development on the Property, subject to the City's future approval of conceptual plans and all required land use entitlements. In the event the Buyer does not develop the Property with a hotel project approved by the City within the specified time frame, the City will have an option to repurchase the Property.

FINANCIAL IMPACT

After pay-off of the existing liens on the Property, the City will receive net proceeds to the General Fund of approximately \$1.2 million. In addition, the anticipated future use of the Property in conjunction with operation of the hotel is anticipated to generate future additional property, sales, and transient occupancy tax revenues to the City.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution approving, and authorizing the City Manager to execute, the Purchase and Sale Agreement and Joint Escrow Instructions between the City and BN Group, LLC for the real property located at 13650 Harbor Boulevard for the full appraised market value of \$2,800,000.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Resolution	10/7/2016	Cover Memo	Resolution_Approving_Sale_of_13650_Harbor_Final.docx
Agreement	10/7/2016	Backup Material	Final_BN_Group_Agreement_3_10-11-16.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF GARDEN GROVE AND BN GROUP, LLC FOR REAL PROPERTY LOCATED AT 13650 HARBOR BOULEVARD, ASSESSOR'S PARCEL NOS. 101-080-66 AND 101-080-27

WHEREAS, the City is the owner of that certain real property located at 13650 Harbor Boulevard in the City of Garden Grove, and currently identified as Assessor's Parcel Nos. 101-080-66 and 101-080-27, which is comprised of an approximately 1.45 acre parcel containing an approximately 17,210 square foot building that formerly housed an auto dealership (the "Property");

WHEREAS, the City has negotiated the terms of a Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") with BN Group, LLC (the "Buyer"), for disposition and development of the Property to Buyer at fair market value;

WHEREAS, disposition of the Property pursuant to the Agreement is for the common benefit;

WHEREAS, all legal prerequisites to disposition of the Property have occurred.

NOW, THEREFORE, BE IT RESOVLED AS FOLLOWS:

SECTION 1. The Purchase and Sale Agreement and Joint Escrow Instructions between the City of Garden Grove and BN Group, LLC, attached hereto as Exhibit "A", is hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Agreement, and any other related attachments, and to make minor modifications as appropriate, along with any other pertinent documents necessary to effectuate and/or implement the Agreement.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

Adopted this 11th day of October, 2016.

Exhibit "A"

Purchase and Sale Agreement and Joint Escrow Instructions

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

BN GROUP, LLC

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Exhibit A - Legal Description

Exhibit B - Right of Entry and Access Agreement

Exhibit C - Grant Deed

Exhibit D - Repurchase Option Agreement

Exhibit E - Form of Promissory Note Secured By Deed of Trust

Exhibit F - Form of Deed of Trust

Exhibit G - Schedule of Performance

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** ("Agreement") is made this ____ day of _____, 2016 (the "**Effective Date**"), by and between the CITY OF GARDEN GROVE, a municipal corporation ("**City**" or "**Seller**"), and **BN Group, LLC, a Louisiana** limited liability company ("**Buyer**"), for the acquisition by Buyer of certain real property described below. Buyer and Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties."

RECITALS

A. City is the owner of those parcels of real property consisting of approximately 1.45 acres, which are commonly known as 13650 Harbor Boulevard, Garden Grove, California, and currently identified as Assessor's Parcel Nos. 101-080-66 and 101-080-27, which is more particularly described in **Exhibit A** attached hereto and made a part hereof, together with the buildings and improvements thereon ("**Improvements**"), and all appurtenances of the above-described real property, including easements or rights-of-way relating thereto (in the aggregate, the "**Property**").

B. City wishes to convey the Property to Buyer, and Buyer wishes to purchase the Property from the City, in accordance with the terms and conditions set forth in this Agreement.

C. The Parties have agreed to a purchase price for the Property, which equals or exceeds the appraised fair market value of the Property.

D. The disposition of the Property by the City pursuant to this Agreement will provide the City with funds to supplement its General Fund and will facilitate use of the Property in a manner that will create jobs and generate additional tax revenues to the City, and thus it is in the vital and best interest of the City and the welfare of its residents and is for the common benefit.

AGREEMENT

NOW, THEREFORE, City and Buyer hereby agree as follows:

1. Agreement to Sell and Purchase.

Subject to and in accordance with the terms and conditions hereinafter set forth, City agrees to sell the Property to Buyer (or Buyer's assigns approved by City), and Buyer agrees to purchase the Property from City, upon the terms and for the consideration set forth in this Agreement. Buyer may assign or transfer any or all of its interests or rights under this Agreement with the prior written consent of City. The Parties acknowledge Buyer intends to propose assignment with an entity affiliated with BN Group, LLC.

2. **Opening and Close of Escrow and Other Pertinent Dates.**

2.1 **Opening of Escrow; Escrow Agent.** Promptly after execution of this Agreement, the parties shall promptly open escrow (the "**Escrow**") at First American Title Insurance Company, National Commercial Services, located at 18500 Von Karman Avenue, Suite 600, Irvine, California 92612 ("**Escrow Agent**"), Attention: Patty Beverly; Tel. (949) 885-2465; Fax (877) 478-3007, or another escrow company mutually agreeable to the Parties.

2.2 **Due Diligence Date.** The "**Due Diligence Date**" shall mean the date that is forty-five (45) calendar days from the Effective Date, or such extended date mutually agreed upon by the Parties. In the event the Parties mutually agree to extend the Due Diligence Date to a date more than forty-five (45) calendar days from the Effective Date, Buyer shall be obligated to deposit additional funds into Escrow in accordance with Subsection 3.1(a), below before any such extension of the Due Diligence Date becomes effective.

2.3 **Due Diligence Period.** The "**Due Diligence Period**" shall mean the period commencing on the Effective Date and continuing until the Due Diligence Date.

2.4 **Close of Escrow.** The "**Close of Escrow**" shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Orange County Recorder.

2.5 **Outside Closing Date.** Unless extended by mutual agreement of the Parties in writing, the Close of Escrow shall occur on or before November 30, 2016 (the "**Outside Closing Date**"). In the event the Close of Escrow does not occur by the Outside Closing Date, either Party that is not in default hereunder shall be entitled to cancel Escrow and terminate this Agreement, in which case the Escrow Agent shall release to the depositor thereof all documents, instruments, and monies for escrow charges which were deposited hereunder. The foregoing shall not constitute an election of remedies for a non-defaulting Party if the other Party wrongfully fails to close Escrow. Except as provided in Section 18.1 hereof, the full amount of the Deposit (as defined in Section 3.1(a) below), together with any interest accrued thereon, shall be returned to Buyer upon the termination of this Agreement.

3. **Consideration for Conveyance of Property.**

As consideration for City's conveyance of the Property to Buyer pursuant to this Agreement, Buyer shall pay City the sum of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) ("**Purchase Price**") and grant City an option to repurchase the Property (the "**Repurchase Option**") pursuant to the terms of the Repurchase Option Agreement attached hereto as **Exhibit D** ("**Repurchase Option Agreement**"). The Purchase Price and other consideration shall be paid as follows:

3.1 **Down Payment.** Buyer shall pay to Seller a down payment in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) at the Close of Escrow (the "**Down Payment**"). The Down Payment shall be paid as follows:

(a) **Deposit.** In consideration for City entering into this Agreement, within five (5) business days after the opening of Escrow, Buyer shall deposit into an escrow account with the Escrow Agent a good faith deposit ("**Deposit**") in the initial amount of Five Hundred Thousand Dollars (\$500,000.00) in immediately available funds. In the event Buyer fails to timely deliver the Deposit to the Escrow Agent, this Agreement may be terminated by Seller upon written notice to Buyer in which case this Agreement shall be of no further force and effect. In addition, Buyer understands and agrees that, in the event Buyer requests, and City agrees, that the Due Diligence Date be extended to a date that is more than forty-five (45) calendar days from the Effective Date, as a condition precedent to the Due Diligence Date being extended, Buyer shall be obligated to deposit such additional amount with Escrow Agent as required to increase the amount of the Deposit to One Million Six Hundred Thousand Dollars (\$1,600,000.00), before the extension of the Due Diligence Period takes effect. The Deposit shall be invested in an interest-bearing account and all interest earned thereon shall accrue to Buyer's benefit. The Deposit and all accrued interest shall be applied to the Down Payment at the Close of Escrow.

(b) **Balance of Down Payment.** Prior to the Close of Escrow, Buyer shall deposit into Escrow the balance of the Down Payment and its share of closing costs in immediately available funds.

3.3 **Balance of Purchase Price.** Buyer shall pay the One Million Two Hundred Thousand Dollars (\$1,200,000.00) to Seller on or before June 1, 2017 (the "**Deferred Payment**"). The Deferred Payment shall be evidenced by a promissory note in the form attached as **Exhibit E** attached hereto (the "**Promissory Note**"), the repayment of which will be secured by a deed of trust against the Property in the form attached as **Exhibit F** attached hereto (the "**Deed of Trust**"). The term of the Promissory Note shall be from the Close of Escrow to June 1, 2017. Prior to the Close of Escrow, Buyer shall deposit into Escrow a duly executed copy of the Promissory Note, along with a duly executed and acknowledged copy of the Deed of Trust. The Deed of Trust shall be senior to, and take priority over, any other liens or deeds of trust to secure any loan to Buyer or other Buyer financing.

3.4 **Repurchase Option Agreement.** Prior to the Close of Escrow, Buyer shall deposit into Escrow two (2) duly executed copies of the Repurchase Option Agreement, along with a duly executed and acknowledged copy of the Memorandum of Repurchase Option Agreement in the form attached as Exhibit C to the Repurchase Option Agreement. The Repurchase Option shall be senior to, and take priority over, any liens or deeds of trust to secure any loan to Buyer or other Buyer financing, and all such liens or deeds of trust shall be subject to the Repurchase Option.

4. **Title and Title Insurance.**

4.1 Buyer shall order a title insurance commitment for an American Land Title Association ("**ALTA**") Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price ("**Title Commitment**") from First American Title Insurance Company, National Commercial Services ("**Title Company**"). Seller shall pay for the cost of the Title Commitment. If Buyer desires an ALTA Extended Coverage Owner's Policy of Title Insurance, Buyer shall order such policy and pay the cost difference between the ALTA

Standard Coverage Policy and ALTA Extended Coverage Policy. Should Buyer elect to obtain a survey, Buyer shall do so at its own expense.

4.2 Buyer shall have fifteen (15) business days after receipt of a preliminary title report from Title Company to give written notice to City of Buyer's approval or disapproval of any exceptions to title identified in the preliminary title report or subsequently reported by the Title Company ("**Exceptions**"). No deeds of trust, mortgages or other liens, except for the lien of property taxes and assessments not yet due, shall be approved Exceptions. If Buyer notifies City of its disapproval of any Exceptions, City shall have the right, but not the obligation, to remove any disapproved Exceptions within ten (10) business days after receiving written notice of Buyer's disapproval or provide assurances satisfactory to Buyer that such Exceptions will be removed on or before the Close of Escrow. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Buyer shall have until the Due Diligence Date to either give the City written notice that Buyer elects to proceed with the purchase of the Property subject to the disapproved Exceptions or to terminate this Agreement pursuant to Section 5.1. Buyer's failure to give written disapproval of any Exceptions within such time limit and/or to terminate the Agreement by the Due Diligence Date shall be deemed approval of such Exceptions and conclusive evidence of Buyer's willingness to accept title subject to such Exceptions.

Notwithstanding the foregoing, in the event the Title Company reports an additional Exception following the Buyer's approval of exceptions to title, which Exception was not previously identified in the preliminary title report or reported by the Title Company ("**Additional Exception**"), Buyer shall have five (5) business days after receiving notice of such Additional Exception to give written notice to City of Buyer's approval or disapproval thereof. Buyer's failure to give written disapproval of any such Additional Exception within such time limit shall be deemed approval of such Additional Exception and conclusive evidence of Buyer's willingness to accept title subject to such Additional Exception, except that no deeds of trust, mortgages or other liens, except for the lien of property taxes and assessments not yet due, shall be approved Exceptions. If Buyer notifies City of its disapproval of any such Additional Exception, City shall have the right, but not the obligation, to remove such disapproved Additional Exception or provide assurances satisfactory to Buyer that such Additional Exception will be removed on or before the Close of Escrow. If City cannot or does not elect to remove any disapproved Additional Exception prior to the Close of Escrow, Buyer shall be entitled to terminate this Agreement by sending written notice of termination to Seller, in which case this Agreement shall terminate, the Deposit (less any escrow cancellation charges) shall be returned to Buyer, and the Parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement.

4.3 **Title Insurance Policy.** Escrow Agent shall, following recording of the Grant Deed, provide Buyer with, at Buyer's request, either an ALTA Standard Coverage Owner's Policy of Title Insurance or an ALTA Extended Coverage Owner's Policy of Title Insurance for the Property issued by the Title Company in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, subject only to the Exceptions approved by Buyer as set forth in Section 4.2 and the printed exceptions and stipulations in the policy, and together with any endorsements

required by Buyer ("**Buyer's Title Policy**"). Seller shall pay the premium costs of a standard ALTA policy, and Buyer shall pay for any additional costs related to the issuance of an extended ALTA policy if Buyer elects to purchase such additional coverage, as well any endorsements to the policy requested by Buyer.

5. **Inspections; Due Diligence Period.**

5.1 **Due Diligence Period.** During the Due Diligence Period, Buyer may review the Title Commitment (as defined in Section 4.1) and the Property Information (as defined in Section 5.2) and perform such Due Diligence Activities (as defined in Section 5.3) as Buyer deems appropriate to decide whether the Property is acceptable to Buyer for its intended use, including, but not limited to, evaluation of the physical condition of the Property, determination of the availability of financing, review of applicable zoning requirements, consultation with governmental agencies with permitting authority over Buyer's intended uses of the Property, and review of all easements and rights appurtenant to the Property. All costs and expenses of such inspections, investigations, inquiries, studies, and document reviews shall be borne by Buyer. Buyer's obligation to purchase the Property as herein provided shall be subject to Buyer's approval of the Property in Buyer's sole and absolute discretion. Buyer may terminate this Agreement for any reason (or no reason) on or prior to the Due Diligence Date by sending written notice of termination to Seller, in which case this Agreement shall terminate, the Deposit (less any escrow cancellation charges) shall be returned to Buyer, and the Parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement. Except as otherwise expressly provided in this Agreement, if Buyer fails to deliver written notice of termination of the Agreement to Seller before the end of the Due Diligence Period, Buyer shall be deemed to have accepted the Property in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, the Deposit (excluding any interest credited to Buyer) shall become non-refundable to Buyer, and Buyer shall be obligated to close the transaction as herein provided.

5.2 **Property Information.** During the Due Diligence Period, Seller shall make available to Buyer copies of any and all information, maps, contracts, reports, plans, documents, and other items relating to the Property that Seller has in its possession, custody or control, excluding any documents deemed by Seller to be proprietary, confidential or privileged, but including, without limitation, architectural, structural, mechanical, and/or electrical plans for the Improvements, all tax bills, if any, applicable to the Property, and all environmental assessments or reports prepared for the Property ("**Property Information**"). If Buyer does not terminate this Agreement on or before the Due Diligence Date, and proceeds with this transaction past the Due Diligence Date, it shall be deemed that Buyer is either satisfied with the Property Information or, in the event Buyer decides not to inspect and/or make copies of the Property Information, that Buyer is not relying on the Property Information in its determination as to whether or not to purchase the Property. If this Agreement is terminated for any reason, Buyer shall promptly return to Seller the Property Information upon request by Seller. The obligations of Buyer pursuant to the foregoing sentence shall survive the termination of this Agreement.

5.3 **Property Inspection and Tests.** Subject to the terms of a Right of Entry and Access Agreement in the form attached hereto as **Exhibit B**, which shall be executed and delivered prior to Buyer's (or its agents') entry onto the Property, Buyer, or its authorized agents, may enter upon the Property at all reasonable times prior to Close of Escrow for the purpose of making Buyer desired inspections, investigations, inquiries, tests, feasibility studies, surveys, assessments and/or reports of the Property, at Buyer's expense ("**Due Diligence Activities**").

5.4 **No Representation or Warranty By Seller.** Buyer acknowledges and agrees that, except as otherwise specifically set forth herein, neither Seller nor any of its respective agents, employees or contractors has made any warranty or representation regarding the condition of the Property.

6. **Escrow Process.**

This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by Buyer and City, constitute the joint escrow instructions of Buyer and City, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. To the extent any inconsistencies between this Agreement and the escrow instructions exist, the terms of this Agreement shall govern.

6.1 **Grant Deed.** Prior to Close of Escrow, City shall execute and deliver into the Escrow a duly executed and acknowledged grant deed ("**Grant Deed**") for the Property, in the form substantially similar to that attached hereto as **Exhibit C** conveying to Buyer all of Seller's interest in the Property.

6.2 **Repurchase Option Agreement.** Prior to Close of Escrow, Buyer and City shall each execute and deliver into Escrow two (2) duly executed copies of the Repurchase Option Agreement in the form attached hereto as **Exhibit D**, along with a duly executed and acknowledged copy of the Memorandum of Repurchase Option Agreement in the form attached as Exhibit C to the Repurchase Option Agreement.

6.3 **Promissory Note and Deed of Trust.** Prior to Close of Escrow, Buyer shall execute and deliver into Escrow a duly executed copy of the Promissory Note in the form attached hereto as **Exhibit E**, along with a duly executed and acknowledged copy of the Deed of Trust in the form attached hereto as **Exhibit F**.

6.4 **Balance of Down Payment.** Buyer agrees to deposit the balance of the Down Payment upon demand of Escrow Agent, and Buyer and City each agree to deposit with Escrow Agent any additional instruments and funds as may be necessary to complete this transaction.

6.5 **Insurance.** Insurance policies for fire or casualty are not to be transferred, and City will cancel its own policies after Close of Escrow.

6.6 **Escrow Account.** All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s). All disbursements shall be made by check or wire transfer from such account.

7. **Tax Adjustment Procedure.**

Escrow Agent shall pay and charge City for unpaid delinquent property taxes and/or penalties and interest thereon, if any, and for any delinquent assessments or bonds against the Property due as of the Close of Escrow. Escrow Agent shall prorate property taxes and assessments for the current fiscal year, if any.

8. **Escrow Agent Authorization.**

Seller and Buyer agree that Escrow Agent is authorized to, and shall take the following actions:

8.1 **Escrow Fees and Charges, and Related Costs.** Charge Seller and Buyer fifty percent (50%) each for all Escrow fees, charges, and related costs. All other closing costs and fees shall be allocated in the customary manner accounted for in Orange County, California.

8.2 **Disbursement.** Disburse funds, record the Grant Deed, record the Memorandum of Repurchase Option Agreement, record the Deed of Trust, deliver a fully executed copy of the Repurchase Option Agreement to each of Buyer and Seller, deliver a fully executed copy of the Promissory Note to each of Buyer and Seller, and deliver the Buyer's Title Policy to Buyer, when conditions of the Escrow have been fulfilled by Buyer and City.

8.3 **Recording Order.** The Memorandum of Repurchase Option Agreement and the Deed of Trust shall be recorded in such order immediately following the Grant Deed, and prior to any other liens or deeds of trust to secure any loan to Buyer or other Buyer financing.

8.4 **Time Limits.** Any and all time limits within which any matter specified herein is to be performed may be extended by mutual agreement of the Parties. Any amendment of, or supplement to, any instructions must be in writing.

8.5 **Escrow Agent Responsibility.** The responsibility of the Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 6, 7, 8, 9 and 10 of this Agreement.

8.6 **Tax Requirements.** Escrow Agent shall prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

8.7 **Transfer Taxes.** To the extent that transfer taxes are applicable to the sale of this Property, City shall be fully responsible for said taxes.

9. **Conditions Precedent to Close of Escrow.**

9.1 **Buyer's Conditions Precedent to Close of Escrow.** The obligation of the Buyer to complete the purchase of the Property is subject to the satisfaction of the following conditions:

(a) The City shall not be in default of any of its obligations under the terms of this Agreement, and all representations of City herein shall be true and correct.

(b) City shall have delivered to Escrow Agent a duly executed and acknowledged Grant Deed as set forth in Section 6.1.

(c) City shall have delivered to Escrow Agent two duly executed copies of the Repurchase Option Agreement, along with a duly executed and acknowledged copy of the Memorandum of Repurchase Option Agreement, as set forth in Section 6.2.

(d) City shall have delivered to Escrow Agent such other documents as are necessary to comply with City's obligations under this Agreement.

(e) Title Company shall have committed to deliver to Buyer the Buyer's Title Policy as required by Section 4.3 hereof.

(f) Buyer shall not have terminated this Agreement except as otherwise specifically permitted by the provisions of this Agreement.

(g) Buyer shall have approved the condition of the Property pursuant to Section 5.1 hereof, and the physical condition of the Property shall be substantially the same at the Close of Escrow as on the date of Buyer's approval of the Property, except for removal of personal property in accordance with Section 11.7 herein, and no event shall have occurred or any condition have arisen that as of the Close of Escrow materially and adversely affects all or any part of the Property.

(h) The Property shall be free from all occupants, all personal property shall have been removed from the Property, and no persons shall have any right to occupy the Property as of the Closing.

9.2 **City's Conditions Precedent to Close of Escrow.** The obligation of City to complete the sale of the Property is subject to the satisfaction of the following conditions:

(a) The Buyer shall not be in default of any of its obligations under the terms of this Agreement, and all representations of Buyer herein shall be true and correct.

(b) The Buyer shall have deposited with the Escrow Agent immediately available funds in an amount equal to the balance of the Down Payment, plus the fees and costs as set forth in Section 8.1, and Buyer's share of the costs for the Buyer's Title Policy.

(c) Buyer shall have delivered to Escrow Agent two duly executed copies of the Repurchase Option Agreement, along with a duly executed and acknowledged copy of the Memorandum of Repurchase Option Agreement, as set forth in Section 6.2.

(d) Buyer shall have delivered to Escrow Agent a duly executed copy of the Promissory Note, along with a duly executed and acknowledged copy of the Deed of Trust, as set forth in Section 6.3.

(e) The Buyer shall have executed all documents required hereunder and delivered such documents to Escrow Agent.

(f) The City shall not have terminated this Agreement except as otherwise specifically permitted by the provisions of this Agreement.

(g) The City shall have approved, in its reasonable discretion, any assignment of this Agreement by Buyer, which assignment occurs prior to the Close of Escrow.

10. Closing Statement.

City instructs Escrow Agent to release a copy of City's closing statement to Buyer, and Buyer instructs Escrow Agent to release a copy of Buyer's closing statement to City, at least two (2) business days prior to the Close of Escrow.

11. Warranties, Representations and Covenants of City.

City hereby warrants, represents, and/or covenants to Buyer that:

11.1 Authority. City is a general law city lawfully existing under the laws of the State of California, and that, as of the Close of Escrow, City will have the full right and authority and will have obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. The execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable in accordance with its terms.

11.2 Pending Claims. Except as previously disclosed to Buyer, to the best of City's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, or affecting Seller's ability to enter into or carry out this Agreement, at law or in equity, before any court or governmental agency, domestic or foreign.

11.3 City's Title. Until the Close of Escrow, City shall not do anything which would impair title to the Property. To Seller's knowledge, there are no other agreements or understandings written or otherwise relating to the Property or title to the Property that are not reflected in the preliminary title report or that were not disclosed by Seller to Buyer.

11.4 Conflict with Other Obligation. To the best of City's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which City or the Property may be bound.

11.5 Bankruptcy. City is not the subject of a bankruptcy proceeding.

11.6 Governmental Compliance. Except as otherwise provided by City as part of the Property Information pursuant to Section 5.2, the City has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation. If any such notice or notices are received by City following the Effective Date, City shall notify Buyer within ten (10) calendar days of receipt of such notice; City then, at its option, may either elect to perform the work or take the necessary corrective action prior to the Close of Escrow or refuse to do so, in which case City shall notify Buyer of such refusal and Buyer shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement. If, following the receipt of such notice(s), Buyer elects not to close Escrow, then this Agreement and the Escrow shall automatically terminate, the Deposit shall be returned to Buyer and neither Party shall have any further rights, obligations or liabilities hereunder.

11.7 Right to Possession. Except as otherwise set forth in this Agreement, no person, firm, partnership or corporation other than City will have the right to possess the Property, or any portion of it, as of the Close of Escrow. City shall be responsible for causing all occupants of the Property to vacate prior to the Close of Escrow. City shall cause all personal property to be removed from the Property prior to the Close of Escrow.

11.8 Environmental. To Seller's knowledge, (i) except as otherwise as may be disclosed by the documents provided by Seller to Buyer, there has been no production, storage or disposal at the Property of any Hazardous Materials (as defined in Section 13.1 below); (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property or allowed to pass on, under or through the Property at any time during Seller's ownership of the Property; (iii) Seller and the tenants and permitted occupants of the Property have not violated any laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Property; and (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to any Hazardous Materials on the Property.

11.9 Change of Situation. Until the Close of Escrow, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Buyer. Such exception(s) to a representation shall not be deemed a breach by City hereunder, but shall constitute an exception which Buyer shall have a right to approve or disapprove. If Buyer elects to close Escrow following disclosure of such information, City's representations and warranties contained herein shall be deemed to have been made as of the Close of Escrow, subject to such exception(s). If, following the disclosure of such information, Buyer elects not to close Escrow, then this

Agreement and the Escrow shall automatically terminate, the Deposit shall be returned to Buyer and neither Party shall have any further rights, obligations or liabilities hereunder.

11.10 Limitation. The warranties of Section 12 and this Section 11 are limited by the default and remedies provision of Section 18.

11.11 Limited Representations and Warranties. Except as expressly set forth in this Agreement, Buyer acknowledges and agrees that City has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, verbal or written, past, present or future, of, as to, concerning or with respect to: (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; or (e) any other matter with respect to the Property. Buyer further acknowledges and agrees that having been given the opportunity to review the Property Information and conduct Due Diligence Activities on the Property, except as set forth in this Agreement, Buyer is relying solely on Buyer's own investigation of the Property and not on any information provided or to be provided by City. Buyer further acknowledges and agrees that any information provided on behalf of City with respect to the Property was obtained from a variety of sources and that, except as set forth in this Agreement, City has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information, Buyer further acknowledges that, except as set forth in this Agreement, the sale of the Property as provided for herein is made on an "As-Is, Where-Is, and With All Faults " condition and basis.

12. Warranties, Representations, and Covenants of Buyer.

Buyer hereby warrants, represents, and/or covenants to City that:

12.1 Authority. Buyer is a limited liability company organized and validly existing under the laws of the State of Louisiana and authorized to do business in and in good standing under the laws of the State of California; this Agreement and all documents executed by Buyer are and at the time of Close of Escrow will be duly authorized, executed and delivered by Buyer and are and at the time of Close of Escrow will be enforceable against Buyer in accordance with their respective terms.

12.2 No Conflict. To the best of Buyer's knowledge, Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Buyer is a party or by which it is bound.

12.3 Bankruptcy. Buyer is not the subject of a bankruptcy proceeding.

12.4 Change of Situation. Until the Close of Escrow, Buyer shall, upon learning of any fact or condition which would cause any of the warranties and

representations in this Section not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to City.

13. **Condition of the Property.**

13.1 **Hazardous Materials.** As used in this Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

13.2 **Compliance with Environmental Laws.** To the best of City's knowledge, the City has not received any notice from any governmental agency that the Property is not in compliance with any applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the City of Garden Grove, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus. For the purposes of this Section, "the best of City's knowledge" shall mean the actual knowledge of the employees of the City who manage the Property, and documents in the City's files, and shall not require City to obtain any environmental reports, consult with any environmental professionals, or conduct any testing of the soils or groundwater on the Property.

13.3 **As-Is Sale.** Except as otherwise expressly provided in this Agreement, the physical condition, possession or title of the Property is and shall be delivered from City to Buyer in an "as-is, where-is, and with all faults" condition, with no warranty expressed or implied by City, including without limitation, the presence of Hazardous Materials or the

condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the use or development purposes intended hereunder.

Except as otherwise expressly provided in this Agreement, the Buyer, on behalf of itself and its successors and assigns, hereby waives, releases and discharges forever the City and its employees, elected and appointed officials, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Property, and any Hazardous Materials on the Property, however they came to be placed there, except that arising out of the negligence of City or Successor Agency, or either of their misconduct.

The Buyer, on behalf of itself and its successors and assigns, acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section 13.3, the Buyer, on behalf of itself and its successors and assigns, hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Buyer's Initials

Buyer's Initials

14. **Loss or Damage to Property.**

Risk of loss resulting from any material condemnation or eminent domain proceeding which is commenced or has been threatened before the Close of Escrow, and risk of loss to the Property due to fire, flood or any other cause before the Close of Escrow, shall remain with Seller. If before the Close of Escrow the Property or any portion thereof shall be materially damaged, or if the Property or any material portion thereof shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall notify Buyer of such occurrence and Buyer may terminate this Agreement by written notice to Seller given promptly after Buyer receives notice of the damage or taking from Seller, in which event the Deposit and all interest accrued thereon shall be returned to Buyer.

15. **Broker Commissions.**

Buyer and Seller each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Each Party agrees to and does hereby indemnify and hold the other free and

harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party in connection with this Agreement.

16. **Attorney's Fees.**

In the event any declaratory or other legal or equitable action is instituted between the Parties in connection with this Agreement, then as between Buyer and City, the prevailing Party shall be entitled to recover from the losing Party all of its costs and expenses, including court costs and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

17. **Notices.**

Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each Party set forth below, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given 24 hours after the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal.

If to City: City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92840
Attn: Scott C. Stiles, City Manager
Phone: (714) 741-5100
Fax: (714) 741-5044
Email: sstiles@ci.garden-grove.ca.us

With a copy to: Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
Attn: James H. Eggart
Phone: (714) 415-1062
Fax: (714) 415-1162
Email: jeggart@wss-law.com

If to Buyer: BN Group, LLC
2439 Manhattan Blvd., Suite 211
Harvey, LA 70058

Attn: _____
Phone: (504) 371-6666
Fax: (504) 371-4050
Email:

With a copy to:

Attn: _____
Phone: _____
Fax: _____
Email:

If to Escrow Agent: First American Title Insurance Company, National
Commercial Services
18500 Von Karman Avenue, Suite 600
Irvine, California 92612
Attn: Patty Beverly
Fax: 877-478-3007
Email: pbeverly@firstam.com

Any Party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

18. **Default/Remedies.**

18.1 **Default by Buyer.**

IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT UNDER THIS AGREEMENT BY BUYER, SELLER SHALL BE ENTITLED, AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, TO TERMINATE THIS AGREEMENT AND RETAIN EIGHTY-FOUR THOUSAND DOLLARS (\$84,000) OF THE DEPOSIT. BUYER SHALL NOT BE IN DEFAULT UNDER THIS AGREEMENT UNLESS SELLER FIRST PROVIDES TO BUYER WRITTEN NOTICE OF DEFAULT AND BUYER, THEREAFTER, FAILS WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE OF DEFAULT TO EITHER CURE SUCH DEFAULT OR DILIGENTLY COMMENCE SUCH ACTIONS REASONABLY NECESSARY TO CURE SUCH DEFAULT WITHIN SUCH FIVE (5) BUSINESS DAY PERIOD, AND THEREAFTER, CURES SUCH DEFAULT NOT LATER THAN FIFTEEN (15) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE OF DEFAULT OR WITHIN A COMMERCIALY REASONABLE TIME IF SUCH DEFAULT CANNOT BE CURED WITHIN FIFTEEN (15) BUSINESS DAYS. THE ABOVE-DESCRIBED \$84,000 PORTION OF THE DEPOSIT SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR A

BREACH HEREOF BY BUYER. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT. FURTHER, UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, BUYER AND SELLER AGREE THAT THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS PARAGRAPH REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. IN ADDITION, BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS

BUYER'S INITIALS

18.2 Default by Seller. If Seller defaults in its obligation to sell and convey the Property to Buyer pursuant to this Agreement, Buyer's sole remedy shall be to elect one of the following: (a) terminate this Agreement, in which event Buyer shall have the right to have the Escrow Agent deliver the Deposit to Buyer; or (b) file a civil action for specific performance (but not for damages in addition thereto). In addition, notwithstanding any other provision of this Agreement, should this Agreement be invalidated for any reason by a third party legal action, Buyer shall have no legal recourse for damages or other legal or equitable remedy other than to be excused from performance of the Agreement. In the event a third party legal action challenging the validity or approval of this Agreement is filed against Seller prior to the Close of Escrow, at Seller's option, Seller may terminate this Agreement without penalty, in which event Buyer shall be entitled to have the Escrow Agent deliver the Deposit to Buyer.

18.3 Survival and Limitation for Breach of any Seller Warranty. The representations and warranties of Buyer and Seller contained herein shall survive the Close

of Escrow for a period of six (6) months (the “**Survival Period**”) and any claim for breach thereof must be commenced, if at all, within the Survival Period.

19. **Development of the Property.**

Buyer has represented to City that it currently intends to develop the Property with a Hilton Home2 Suites hotel, or another type of hotel of similar or better quality, containing not less than one hundred rooms, and related parking, landscaping, and other improvements, all in compliance with the City’s building and zoning laws and regulations (collectively, a “**Hotel Development**”). This representation of Buyer is material consideration for City’s agreement to convey the Property to Buyer pursuant to the terms of this Agreement. The Parties acknowledge that no specific Hotel Development has yet been designed or approved, and that this Agreement shall not be construed to obligate Buyer to proceed with development of the Property in any particular manner; however, Buyer agrees that, if Buyer in its sole discretion elects to proceed with development of a Hotel Development on the Property, it shall plan, construct, and operate said Hotel Development in accordance with the provisions of this Section 19. Buyer further understands and agrees that should Buyer elect in its sole discretion not to develop a Hotel Development on the Property acceptable to City in accordance with this Section 19, City may exercise its option to repurchase the Property in accordance with the terms of the Repurchase Option Agreement. If City does not timely exercise such option to repurchase the Property, none of the requirements of this Section 19 shall apply to the subsequent development of the Property, and there shall be no restrictions on Buyer’s rights to sell or transfer the Property to anyone of Buyer’s choice in its sole discretion. Upon the request of Buyer or its successors in interest to the Property, City shall execute and record appropriate documentation confirming that none of the requirements of this Section 19 shall apply to the subsequent development of the Property.

19.1 **Schedule of Performance.** If Buyer elects in its sole discretion to pursue the development of a Hotel Development, Buyer shall cause the planning, design, and construction of a Hotel Development on the Property to be diligently pursued pursuant to this Section 19 and the schedule of performance set forth in **Exhibit G** attached hereto and made a part hereof (the “**Schedule of Performance**”). Buyer acknowledges and agrees that, in the event Buyer elects not to pursue the Hotel Development, or fails to take or complete any required action within the time permitted in the Schedule of Performance, then City shall be entitled (but not required) to exercise its option to repurchase the Property pursuant to the Repurchase Option Agreement, provided City first gives written notice to Buyer specifying the action Buyer has failed to take or complete and Buyer still fails to take or complete such action within thirty (30) days or such longer period specified in City’s notice. The time periods set forth in the Schedule of Performance shall be extended for the period of any delay caused by the act or failure to act of City or any governmental authority, litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement, strikes, lockouts, acts of God, wars, riots, civil insurrection, or abnormal force of elements; provided, however, if such delay occurs, Buyer shall immediately notify City, in writing, setting forth the cause of such delay and length thereof. Buyer shall, however, use reasonable diligence to avoid any such delay and to resume development as promptly as possible after the delay. City’s City Manager shall have the authority to approve reasonable adjustments to the Schedule of Performance and extend the time periods set forth therein.

19.2 **City Cooperation.** City staff shall work cooperatively with Buyer to assist in coordinating the expeditious processing and consideration of all necessary permits and approvals for a Hotel Development. Buyer shall be responsible for payment of all fees payable in connection with the application and processing of permits and approvals. The execution of this Agreement by City does not constitute the granting of any required permits or approvals.

19.3 **Basic Concept Drawings.** If Buyer elects in its sole discretion to pursue the development of a Hotel Development, then not later than the date set forth in the Schedule of Performance, Buyer shall submit conceptual drawings for a Hotel Development, including materials, color board, identification of the number of rooms, descriptions of amenities, elevations of all four sides of each proposed structure, preliminary landscape plans, a traffic and circulation plan as applicable or as may be required, and a rendered perspective (collectively, the “**Basic Concept Drawings**”). The City shall have the right to disapprove the Basic Concept Drawings in its sole discretion. City will approve or disapprove the submitted Basic Concept Drawings within thirty (30) days of a complete submission.

19.4 **Land Use Entitlements.** If Buyer elects in its sole discretion to pursue the development of a Hotel Development, then not later than the date(s) specified in the Schedule of Performance, Buyer shall, at its own expense, apply for and secure, or cause to be applied for and secured, any and all general plan amendments, zone changes, subdivision maps, lot line adjustments, site plans, variances, conditional use permits, or other land use and zoning entitlements or approvals required by the Garden Grove Municipal Code or California law in order for Buyer to construct and operate a Hotel Development consistent with the approved Basic Concept Drawings on the Property (collectively, the “**Land Use Entitlements**”). Buyer acknowledges that, as of the Effective Date, no specific Land Use Entitlements that may be required for construction and/or operation of a Hotel Development have been secured or approved. Buyer specifically acknowledges that, notwithstanding anything in this Agreement which is or appears to be to the contrary, any City approval under this Agreement shall not waive or eliminate the requirement for review and approval of such Land Use Entitlements by the City in accordance with applicable law, acting in City’s municipal capacity and exercising its police powers. Buyer shall, without limitation, pay all costs, charges and fees associated with applying for and securing the Land Use Entitlements, including, without limitation, City’s customary development fees and CEQA compliance costs. Buyer also agrees that, as part of the Land Use Entitlements, Buyer may request approval of a development agreement containing the standard terms typically included in development agreements entered into by the City, providing Buyer with a vested right to develop the Property in accordance with the approved Land Use Entitlements, requiring Buyer to pay to the City a development agreement fee in an amount customarily required pursuant to other development agreements entered into by the City for commercial development, and containing other provisions customary to statutory development agreements as mutually agreed by the Parties. Notwithstanding anything to the contrary contained herein, Land Use Entitlements shall not be deemed obtained or secured until such time as (i) Buyer has agreed to comply with all conditions, exactions and impositions related thereto, in the Buyer’s sole discretion, and (ii) the Land Use Entitlements: (a) have been approved officially by the appropriate governmental authorities through duly authorized and appropriate action and all administrative appeals

periods related thereto shall have expired, (b) are not subject to any further discretionary approvals of any kind, and (c) if any litigation or administrative challenge shall have been filed relating thereto, there has been a final non-appealable resolution of any such litigation or challenge affirming the validity of the Land Use Entitlements.

19.5 CEQA. The Parties agree that neither the City nor the Buyer has committed itself to any particular course of action with respect to the Proposed Hotel Development. Buyer specifically acknowledges that, notwithstanding anything in this Agreement which is or appears to be to the contrary, any City approval under this Agreement shall not waive or eliminate the requirement for review and approval by the City pursuant to the California Environmental Quality Act (“CEQA”) and CEQA’s implementing guidelines, acting in City’s municipal capacity and exercising its police powers. Buyer shall, without limitation, pay all costs, charges and fees associated with applying for and securing CEQA approvals, including, without limitation, City’s customary CEQA compliance costs. The provisions and terms in this Section 19 shall not be construed to limit the consideration of alternatives or mitigation measures developed pursuant to CEQA, and/or further public review of the Hotel Development. Any and all costs of any on-site or off-site CEQA mitigation required in connection with approval of the Land Use Entitlements shall be borne by Buyer. Buyer acknowledges that compliance with any such CEQA mitigation shall be a condition under applicable law for proceeding with development of the Property. The City retains absolute and sole discretion to: (i) require modifications of the proposed Hotel Development as may, in its sole discretion, be necessary to comply with CEQA, (ii) select other feasible alternatives to avoid significant environmental impacts; (iii) balance the benefits of the proposed Hotel Development against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; and/or (iv) determine not to approve the Proposed Development.

19.6 City Approval of Hotel Brand and Operator. Not later than the date specified in the Schedule of Performance, Buyer shall submit to City (i) the identity of the proposed brand or franchisor for the Hotel Development (the “**Franchisor**”), (ii) the name and contact information of the proposed initial operator for the Hotel Development (the “**Operator**”), if other than Buyer, and a description of such Operator’s qualifications and experience, (iii) a copy of the proposed operating agreement between the Franchisor and Buyer or Operator, and (iv) such other information reasonably requested by City in order to evaluate the proposed Franchisor and Operator. The City shall approve, conditionally approve or reject, acting in its reasonable discretion, the identity of the Franchisor and/or the initial Operator within thirty (30) days after submittal of a completed package with respect to each.

19.7 Construction Drawings. Not later than the date specified in the Schedule of Performance, Buyer shall submit to City complete final grading and building plans, landscape plans, lighting plans, and related documents required for the development of a Hotel Development on the Property that is consistent with the approved Land Use Entitlements and brand standards of the approved Franchisor (collectively, “**100% Construction Drawings**”). The City shall have the right to review and approve all 100% Construction Drawings as to their consistency with the approved Land Use Entitlements, applicable laws, and the brand standards of the approved Franchisor.

19.8 Construction of Hotel Development. Not later than the date specified in the Schedule of Performance, Buyer shall have obtained all grading, building, electrical, plumbing, encroachment, and other permits required for construction and development of a Hotel Development (collectively, “**Building Permits**”). In the event that City approves all Land Use Entitlements, Basic Concept Drawings, 100% Construction Drawings and Building Permits for the proposed Hotel Development, and approves the proposed Franchisor and Operator, Buyer shall commence construction of the Hotel Development pursuant to the foregoing within the time specified in the Schedule of Performance. Buyer further agrees that, if Buyer commences construction of the Hotel Development, or any portion thereof, Buyer shall diligently prosecute the same to completion without substantial interruption, except as expressly excused or permitted by the provisions of this Agreement. The physical quality of all improvements, including, without limitation, construction quality, finish material, lighting, landscaping and site amenities shall be comparable, at a minimum, to the approved Franchisor’s brand standards and consistent with the approved Land Use Entitlements and 100% Construction Drawings. All costs of planning, designing, developing and constructing a Hotel Development on the Property shall be borne by Buyer.

19.9 Compliance with Laws. Buyer shall carry out the design, construction and operation of the development on the Property in conformity with all applicable laws, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation (to the extent applicable) the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq. Furthermore, the Parties believe that California law does not require the payment of prevailing wages with respect to the development of the Property because the Property is being acquired by Buyer at fair market value, and the City is not providing any subsidies or assistance hereunder. Buyer shall be solely responsible for determining and effectuating compliance with all applicable public works requirements, prevailing wage laws, and federal and state labor laws, and the City makes no representation as to the applicability or non-applicability of any of such laws to the development of the Property. Buyer hereby expressly acknowledges and agrees that the City has not previously affirmatively represented to Buyer or its contractor(s) for the construction or development of the Property that the work to be covered by this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. Buyer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Property, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Buyer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Buyer to provide any required disclosure or identification as required by

Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with the development and construction (as defined by applicable law) of a Hotel, including, without limitation, any and all public works (as defined by applicable law), Buyer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 19.8, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by Buyer.

19.10 Relationship Between City and Buyer; Buyer Indemnity of City. It is hereby acknowledged that the relationship between the City and Buyer is not that of a partnership or joint venture and that the City and Buyer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Property, and Buyer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, or expense arising or resulting from Buyer's development, operation, maintenance or management of the Property, except to the extent caused by the active negligence or willful misconduct of the City, its officers, employees, contractors or agents.

19.11 City Approvals and Actions Through City Manager. Whenever a reference is made in this Section 19 to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of City unless specifically provided otherwise or the context should require otherwise

20. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

21. Captions.

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

22. Governing Law and Venue.

This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.

23. **Counterparts.**

This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

24. **Invalidity of Provision.**

If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

25. **Waiver.**

The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future.

26. **Amendments.**

No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and City.

27. **No Third Party Beneficiaries.**

This Agreement is entered into for the sole benefit of Seller and Buyer, and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

28. **Time of Essence.**

Time is of the essence of each provision of this Agreement.

29. **Binding Upon Successors.**

The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.

30. **Assignment.**

Buyer may not transfer or assign its rights or obligations under this Agreement without the prior written consent of City.

31. **Authority to Execute.**

Each person executing this Agreement on behalf of a Party hereto warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for

which he/she is signing and that such Party is bound to the rights and by the obligations set forth in this Agreement by such signature.

32. **Administration.**

This Agreement shall be administered and executed by City's City Manager, or his/her designated representative, following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). The City Manager shall have the authority but not the obligation to issue interpretations, waive provisions, extend time limits, execute the Grant Deed, the Repurchase Option Agreement, and all other documents that are required in conjunction with the Escrow on behalf of the City, execute the Right of Entry and Access Agreement on behalf of the City, approve assignment of this Agreement by Buyer, and/or enter into minor amendments of this Agreement on behalf of the City, so long as such actions do not change purpose and intent of the Agreement as approved by the City Council or materially reduce the proceeds due to the City pursuant to the Agreement, and such amendments may include extensions of time specified in the Schedule of Performance. All other amendments shall require approval of the City Council.

33. **Recitals.**

The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

34. **Construction of Document.**

This Agreement is the result of a negotiation and is not the product of any one Party. There shall be no presumption in the interpretation hereof that any ambiguity is to be resolved against any Party hereto. The Parties hereto waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

CITY/SELLER:
City of Garden Grove, a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BUYER:
BN GROUP, LLC
a Louisiana limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

THE WESTERLY 330.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THE EASTERLY 55.00 FEET OF THE WESTERLY 385.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

AN APPURTENANT NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT PURPOSES AS SAID EASEMENT SHOWN ON ATTACHMENT A IN THAT CERTAIN "GRANT OF NON-EXCLUSIVE EASEMENT" RECORDED JANUARY 23, 1991, AS INSTRUMENT NO. 91-032600 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 101-080-66 and 101-080-27

EXHIBIT B

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2016, by the CITY OF GARDEN GROVE, a municipal corporation (herein called "Grantor"), and **BN GROUP, LLC**, a Louisiana limited liability company (herein called "Grantee").

RECITALS

WHEREAS, Grantor is the owner of the real property more particularly commonly known as 13650 Harbor Boulevard, Garden Grove, California, and currently identified as Assessor's Parcel Nos. 101-080-66 and 101-080-27, which is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (herein called the "Property");

WHEREAS, Grantor and Grantee have entered or contemplate entering into a Purchase and Sale Agreement and Joint Escrow Instructions related to the Property (the "Purchase Agreement");

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of preparing a survey, undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantee understands and acknowledges that the Property is currently being used on a non-exclusive basis for the parking and storing of motor vehicles by AAA Oil, Inc. ("Licensee") pursuant to that certain Revocable License Agreement entered into between Grantor and Licensee on or about February 24, 2014, a copy of which has been provided by Grantor to Grantee;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the Close of Escrow; or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities, following reasonable notice to Grantor and Licensee.

(b) Grantee and Grantee's Designees shall conduct all Due Diligence Activities in a manner that does not unreasonably interfere with Licensee's use of the Property. In the event Grantee determines it is unable to perform any necessary Due Diligence Activities due to Licensee's use of the Property, Grantee shall immediately notify Grantor, and Grantor shall make good faith efforts to facilitate Grantee's ability to perform such Due Diligence Activities.

(c) Grantee expressly agrees that in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall return the Property to the condition existing prior to the Due Diligence Activities to the extent reasonably practicable.

(d) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs, but expressly excluding consequential and punitive damages) suffered, incurred or sustained by Grantor as a direct result of, the conduct of any Due Diligence Activities on the Property by Grantee or any of Grantee's Designees, including, without limitation, any alterations or disturbance of the Property. Notwithstanding anything else contained herein, in no event shall Grantee have any obligation to indemnify, defend or hold harmless Grantor for any claims, liabilities, damages, losses, costs and expenses directly resulting from the negligence or willful misconduct of Grantor or Licensee or their agents, employees, officers, contractors, representatives or other designees.

(e) Grantor does not assume any risk, liability or responsibility or duty of care as to Grantee or Grantee's Designees when they are on the Property to conduct any Due Diligence Activities. Grantee acknowledges and agrees that Grantee and Grantee's Designees enter the Property and undertake Due Diligence Activities thereon at their own risk.

2. Liens and Lien Waivers. In conducting any Due Diligence Activities, Grantee shall not permit any liens to attach to the Property by reason of the exercise of its rights hereunder, and Grantee shall indemnify Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities. Upon receipt of a written request from Grantor, Grantee will use reasonable efforts to obtain and provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, if any, in form and substance reasonably satisfactory to Grantor and its counsel.

3. Insurance. Prior to accessing the Property, Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain reasonable worker's compensation and liability insurance in forms and amounts satisfactory to Grantor, in its sole discretion, covering each of the Due Diligence Activities. Each worker's compensation insurer

shall waive its rights of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers. Liability policies shall, by endorsement, name the City of Garden Grove, its officials, officers, employees, agents, attorneys, consultants, agents and volunteers as additional insureds. The insurer under such policy shall agree not to cancel, materially change or fail to renew the coverage provided by such policy without first giving Grantor at least ten (10) days' advance written notice. Grantee shall provide Grantor with copies of all required insurance certificates and endorsements in a form meeting Grantee's requirements before conducting any Due Diligence Activities on the Property. All required insurance policies must be kept in full force and effect during the entire term of this Agreement. For any claims related to this License Agreement, Licensee's insurance coverage shall be primary insurance as respects, its officers, officials, employees, agents, and volunteers. For any claims related to the activities of Grantee or Grantee's Designees pursuant to this Agreement, any insurance or self-insurance maintained by the City of Garden Grove, its officers, officials, employees, agents, or volunteers shall by excess of the insurance provided by Grantee and/or Grantee's Designees and shall not contribute with it.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth in the Purchase Agreement, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given 24 hours after the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given, shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof.

7. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

CITY/SELLER:
City of Garden Grove, a municipal corporation

By: _____
Scott C. Stiles, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GRANTEE:
BN GROUP, LLC
a Louisiana limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A TO RIGHT OF ENTRY AND ACCESS AGREEMENT

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

THE WESTERLY 330.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THE EASTERLY 55.00 FEET OF THE WESTERLY 385.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

AN APPURTENANT NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT PURPOSES AS SAID EASEMENT SHOWN ON ATTACHMENT A IN THAT CERTAIN "GRANT OF NON-EXCLUSIVE EASEMENT" RECORDED JANUARY 23, 1991, AS INSTRUMENT NO. 91-032600 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 101-080-66 and 101-080-27

EXHIBIT C

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

***INSERT NAME AND ADDRESS WHERE
RECORDING INFORMATION TO BE
SENT***

APN: 101-080-66 and 101-080-27

(Space above this line for Recorder's Use Only)

This document is exempt from the payment of a recording fee
pursuant to Government Code Section 6103.

Documentary Transfer Tax: \$
Based on full value of property transferred

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF GARDEN GROVE**, a municipal corporation ("Grantor"), hereby grants **BN GROUP, LLC**, a Louisiana limited liability company ("Grantee"), that certain real property (the "Property") located in the City of Garden Grove, County of Orange, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, subject to all existing recorded and unrecorded leases, easements, restrictions and covenants of record.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____.

GRANTOR

CITY OF GARDEN GROVE, a municipal corporation

By: _____
Scott C. Stiles, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2016, before me, _____, Notary Public,
personally appeared Scott C. Stiles, who proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that he executed
the same in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature _____

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

THE WESTERLY 330.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THE EASTERLY 55.00 FEET OF THE WESTERLY 385.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

AN APPURTENANT NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT PURPOSES AS SAID EASEMENT SHOWN ON ATTACHMENT A IN THAT CERTAIN "GRANT OF NON-EXCLUSIVE EASEMENT" RECORDED JANUARY 23, 1991, AS INSTRUMENT NO. 91-032600 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 101-080-66 and 101-080-27

EXHIBIT D

REPURCHASE OPTION AGREEMENT

This **REPURCHASE OPTION AGREEMENT** (“**Agreement**”) is entered into by and between BN GROUP, LLC, a Louisiana limited liability company (“**Optionor**”) and the City of Garden Grove, a California municipal corporation (“**Optionee**”). Optionor and Optionee are sometimes hereinafter individually referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Concurrently with the Effective Date of this Agreement, pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated _____, between Optionor and Optionee (“**PSA**”), Optionor purchased from Optionee, and is now the owner of, certain real property situated in the City of Garden Grove, County of Orange, California, commonly known as 13650 Harbor Boulevard, and currently identified as Assessor's Parcel Nos. 101-080-66 and 101-080-27, which is more particularly described in Exhibit A attached hereto and made a part hereof, (“**Property**”), upon which Optionor intends to pursue development and construction of a hotel.

B. Pursuant to the PSA, payment of a portion of the purchase price for the Property totaling \$1,200,000.00 was deferred until no later than June 1, 2017 (the “**Deferred Payment**”), and Optionor has executed that certain Promissory Note in favor of Optionee regarding payment of the Deferred Payment (the “**Promissory Note**”), which is secured by a deed of trust executed by Optionor in favor of Optionee.

C. Optionor’s intent and ability to ultimately develop, construct, and operate a hotel on the Property was a material consideration in Optionee’s agreement to sell the Property to Optionor at the agreed upon purchase price, and Section 19 of the PSA provides for Optionor to plan, design, and construct a hotel on the Property in accordance specified requirements and in accordance with a Schedule of Performance incorporated into the PSA (the “**PSA Schedule of Performance**”) conditioned upon Optionee's approval of all land use entitlements, permits, and drawings for the hotel project, and approval of the proposed franchise and operator of the hotel project.

D. In partial consideration for Optionee’s agreement to sell the Property to Optionor at the agreed upon purchase price, Optionor has agreed to grant to Optionee the exclusive right to repurchase the Property at an agreed price and under the specific terms in this Agreement in certain circumstances.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Option to Purchase

A. Optionor grants to Optionee an option to repurchase the Property at the Repurchase Price set forth in Section 1.B., below, and on the terms and conditions of this Agreement and in

the Real Estate Purchase and Sale Agreement attached as Exhibit B and incorporated by reference (“**Purchase Agreement**”).

- B. In the event Optionee exercises this option and repurchases to the Property from Optionor, the amount Optionee shall pay Optionor for the Property (the “**Repurchase Price**”) shall be the following amount, as determined by the amount of time that has elapsed between the Effective Date of this Agreement and the date Optionee exercises the option by providing an Exercise Notice to Optionor:

	Time Elapsed Between Effective Date and Date of Exercise Notice From Optionee	Repurchase Price
(i)	1 Year or Less	\$2,800,000.00
(ii)	1 Year and 1 Day to 2 Years	\$2,856,000.00
(iii)	2 Years and 1 Day to 3 Years	\$2,913,100.00
(iv)	3 Years and 1 Day to 4 Years	\$2,971,382.00
(v)	4 Years and 1 Day to 5 Years	\$3,030,810.00
(vi)	More than 5 Years	\$3,091,426.00

In the event Optionor has constructed substantial improvements on the Property as of the exercise date, and such improvements have a positive value, the Parties agree that the value of such constructed improvements, separate from the land value, shall be added to the Repurchase Price and that such value shall be determined by an appraiser mutually acceptable to both Parties and that the Parties will mutually cooperate in good faith in the selection of said appraiser. The Parties acknowledge that the Purchase Agreement provides that the Property will be conveyed by Optionor to Optionee free and clear of certain liens and other encumbrances, and the Parties contemplate that any such liens that are recorded against the Property between the Effective Date of this Agreement and the date the Property is transferred to Optionee pursuant to the Purchase Agreement will be paid in full through escrow from the Repurchase Price proceeds. Therefore, the Parties agree that the Repurchase Price shall be reduced by the amount of any such liens that are assumed by Optionee and not paid in full and extinguished on or before transfer of title to Optionee pursuant to the Purchase Agreement.

Section 2. Consideration for Option

Optionor acknowledges and agrees that the consideration given by Optionor to Optionee to acquire the Property included this option, that the amount Optionor would have had to pay Optionee to acquire the Property would have been greater had this option not been included, and that Optionor has received good and valuable consideration from Optionee for this option. No consideration shall be applied to or credited against the Repurchase Price of the Property if the option granted under this Agreement is exercised.

Section 3. Term and Termination

- A. This Agreement shall be effective and the terms of the option granted hereunder shall begin on the date that a deed is recorded conveying title to the Property from Optionee to

Optionor (the “**Effective Date**”) and shall continue for a period of five (5) years, unless sooner terminated pursuant to paragraph 3.B., hereof (“**Agreement Term**”).

- B. Notwithstanding Section 3.A., above, this Agreement and the option granted hereunder shall terminate automatically (i) immediately upon Optionor’s substantial completion of construction of a hotel and related improvements on the Property in accordance and compliance with the provisions of any and all applicable permits and/or land use entitlements required, issued, and/or approved by the City of Garden Grove, acting in its governmental capacity as evidenced by the City’s issuance of a certificate of occupancy for such improvements , and (ii) if the City does not exercise the option within ninety (90) days after the notice is provided pursuant to Section 4(A)(i) hereof.
- C. The time provided herein for the substantial completion and occupancy of the hotel and related improvements may be extended if the completion and occupancy of such improvements is prevented due to strikes, lock-outs, acts of God, wars, riots, civil insurrection, or abnormal force of elements, provided, however, if such delay occurs, Optionor shall immediately notify Optionee, in writing, setting forth the cause of such delay and length thereof. The Agreement Term and the beginning of the period during which Optionee may exercise this option shall be extended for an equal period of time.

Section 4. Exercise of Option

- A. Provided Optionee is not in default under this Agreement, in Optionee’s discretion, this option may be exercised by Optionee at any time within one year following the occurrence of any of the following (except for (ii) below, which must be exercised within ninety (90) days thereof):
 - (i) the day which is five (5) years from the Effective Date, provided that Optionee is not then diligently constructing the hotel project on the Property.
 - (ii) Optionee receives a written notice from Optionor stating that Optionor does not intend to complete development of a hotel on the Property, and notifying Optionee of its right to exercise its option to repurchase the Property.
 - (iii) default by Optionor under the terms of the Promissory Note and/or Deed of Trust, after written notice and opportunity to cure as provided therein;
 - (iv) failure of Optionor to take or complete any required action within the time permitted in the PSA Schedule of Performance, following notice and opportunity to cure as provided in the PSA;
 - (v) insolvency of Optionor;
 - (vi) filing by Optionor of a voluntary petition in bankruptcy;

- (vii) filing of an involuntary petition to have Optionor declared bankrupt, not dismissed within 45 days;
- (viii) appointment of a receiver or trustee for Optionor not vacated within 45 days of said appointment;
- (ix) execution by Optionor of an assignment or other arrangement for the benefit of the creditors; or
- (x) initiation by any party of any proceeding involving Optionor or debtor under the Bankruptcy Code (Title 11 of the U.S. Code), not dismissed within 45 days following its initiation.

Optionee may exercise this option only during said one year (or 90 day) period by Optionee's delivery to Optionor of written notice of the exercise ("**Exercise Notice**"), which shall state that the option is exercised without condition or qualification. The Exercise Notice must be accompanied by two (2) copies of the Purchase Agreement dated and executed by Optionee, with the first paragraph of the Purchase Agreement completed by insertion of the date on which the Exercise Notice is given, with Section 2 of the Purchase Agreement completed by insertion of the Purchase Price, and with the name and address of Buyer inserted next to Buyer's signature.

Section 5. Execution of Purchase Agreement

On receipt by Optionor of the Exercise Notice and a copy of the Purchase Agreement executed by Optionee, Optionor shall promptly execute and date the Purchase Agreement, insert the name and address of Seller next to Seller's signature, and deliver an executed copy to Optionee. Optionor's failure to execute and deliver a copy of the Purchase Agreement in accordance with this Section shall not affect the validity of the Purchase Agreement. The Purchase Agreement shall be immediately effective and binding on both Optionor and Optionee without further execution by the Parties, on exercise of the option in accordance with Section 4 hereof.

Section 6. Representations and Warranties

- A. Optionor warrants that Optionor is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens, and other encumbrances, except as permitted in the Purchase Agreement or pursuant to Section 6.B., below. If this option is exercised by Optionee, Optionor will convey title to the Property by grant deed. Except as otherwise expressly provided in this Agreement, during the Agreement Term and until the Property is conveyed to Optionee, if this option is exercised, Optionor will not after Optionor's exercise of the Option encumber the Property in any way nor grant any property or contract right relating to the Property, including, but not limited to, any lease of the Property, without the prior written consent of Optionee.

- B. Notwithstanding anything to the contrary herein, the following liens and encumbrances against the Property shall be permitted during the Agreement Term:
- (i) The lien created by the Deed of Trust in favor of Optionee.
 - (ii) Liens or other encumbrances other than the Deed of Trust in favor of Optionee that are recorded against the property to secure a loan or loans in an aggregate amount of Two Million Two Hundred Forty Thousand Dollars (\$2,240,000) or less that are made to Optionor, its assignees, or successors in interest in conjunction with Optionor's purchase the Property from Optionee, provided such liens are subordinate to Optionee's rights under this Agreement.
 - (iii) Liens or other encumbrances recorded against the property to secure loans made to Optionor, its assignees, or successors in interest to finance the development and construction of a hotel and related improvements on the Property, provided such liens or other encumbrances are subordinate to Optionee's rights under this Agreement and have been approved in writing, in advance, by Optionee. Optionee's approval shall not be unreasonably withheld. For purposes of this paragraph, Optionee's refusal to approve any such liens or other encumbrances shall be deemed reasonable if Optionee reasonably determines that the amount of such liens or other encumbrances is greater than that needed to develop the Property in accordance with the provisions of any and all applicable permits and/or land use entitlements required, issued, and/or approved by the City of Garden Grove, acting in its governmental capacity.
 - (iv) Any other liens or encumbrances approved in writing, in advance, by Optionee in its sole discretion.
- C. The Garden Grove City Manager is expressly authorized to act on Optionee's behalf with respect to any consent or approval of Optionee requested by Optionor pursuant to this Section 6.

Section 7. Time of Essence

Time is of the essence for this Agreement. If the option is not exercised in the manner provided in Section 4 hereof before the expiration of the Agreement Term, Optionee shall have no interest in the Property and the option may not be revived by any subsequent payment or further action by Optionee.

Section 8. Quitclaim Deed

If this Agreement is terminated, Optionee agrees, if requested by Optionor, to execute, acknowledge, and deliver a quitclaim deed to Optionor within ten (10) days after termination and to execute, acknowledge, and deliver any other documents required by any title company to remove the cloud of this option from the Property.

Section 9. Notices

Any notice, request, demand, exercise, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each Party set forth below, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given 24 hours after the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal.

If to City: City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92840
Attn: Scott C. Stiles, City Manager
Phone: (714) 741-5100
Fax: (714) 741-5044
Email: sstiles@ci.garden-grove.ca.us

With a copy to: Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
Attn: James H. Eggart
Phone: (714) 415-1062
Fax: (714) 415-1162
Email: jeggart@wss-law.com

If to Buyer: BN Group, LLC
2439 Manhattan Blvd., Suite 211
Harvey, LA 70058
Attn: _____
Phone: (504) 371-6666
Fax: (504) 371-4050
Email:

With a copy to: _____

Attn: _____
Phone: _____
Fax: _____
Email:

Any Party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

Section 10. Transfer

Optionee may freely assign or transfer any or all of its interests or rights under this Agreement without the consent of Optionor.

Section 11. Litigation Costs

If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other relief to which the party may be entitled. "Prevailing party" shall include without limitation: (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party who receives performance from the other party of an alleged breach of covenant or a desired remedy where that is substantially equal to the relief sought in an action; or (c) the party determined to be the prevailing party by a court of law.

Section 12. Memorandum of Option

Immediately following recordation of a deed conveying the Property from Optionee to Optionor, a duly executed and notarized copy of the Memorandum of Repurchase Option Agreement attached to this Agreement as Exhibit C shall be recorded by Optionor with the official records of Orange County, California. The Memorandum of Repurchase Option Agreement shall be recorded prior to any liens or deeds of trust to secure any loan to Optionee or other Optionee financing.

Section 13. Survival

The terms of this Agreement shall survive the close of escrow of the Property unless there is a contradiction between the Purchase Agreement and this Agreement, in which event the terms and provisions of the Purchase Agreement shall control.

Section 14. Successors

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assignees of the parties to this Agreement.

Section 15. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

Section 16. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa.

This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

Section 17. Further Assurances

Whenever requested by the other party, each party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

Section 18. Third-Party Rights

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 19. Integration

This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the option for the Property.

Section 20. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 21. Amendment

This Agreement may not be amended or altered except by a written instrument executed by Optionor and Optionee.

Section 22. Partial Invalidity

Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force.

Section 23. Exhibits

All attached exhibits are incorporated in this Agreement by this reference.

Section 24. Authority of Parties

All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.

Section 25. Governing Law and Venue

The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws. The parties consent to the jurisdiction of the California Courts with venue in Orange County.

Section 26. Optionee's Administration of Agreement

This Agreement shall be administered and executed on behalf of Optionee by the City of Garden Grove City Manager, or his/her designated representative, ("City Manager") following approval of this Agreement by the City. Optionee shall maintain authority of this Agreement through the City Manager. The City Manager shall have the authority but not the obligation to issue interpretations, waive provisions, extend time limits, consent to encumbrances and contracts pertaining to the Property, execute the Memorandum of Option Agreement, the Purchase Agreement, and all other documents necessary to effectuate the Purchase Agreement on behalf of Optionee, and/or enter into minor amendments of this Agreement on behalf of the City, so long as such actions do not change purpose and intent of the Agreement as originally approved or materially increase the costs to Optionee under this Agreement. All other amendments shall require approval of the Garden Grove City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

OPTIONOR

BN GROUP, LLC, a Louisiana limited liability company

Date: _____

By:
Name:
Its:

Date: _____

By:
Name:
Its:

OPTIONEE

CITY OF GARDEN GROVE, a municipal corporation

Date: _____

By:
Name: Scott C. Stiles
Its: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A TO REPURCHASE OPTION AGREEMENT

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

THE WESTERLY 330.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THE EASTERLY 55.00 FEET OF THE WESTERLY 385.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

AN APPURTENANT NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT PURPOSES AS SAID EASEMENT SHOWN ON ATTACHMENT A IN THAT CERTAIN "GRANT OF NON-EXCLUSIVE EASEMENT" RECORDED JANUARY 23, 1991, AS INSTRUMENT NO. 91-032600 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 101-080-66 and 101-080-27

EXHIBIT B TO REPURCHASE OPTION AGREEMENT
FORM OF PURCHASE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** ("Purchase Agreement" or "Agreement") is made on _____ (*INSERT DATE*) ("**Effective Date**") by and between the CITY OF GARDEN GROVE, a municipal corporation (or the assignee of City identified in the signature block of this Agreement as "Buyer") ("**City**" or "**Buyer**"), and *INSERT NAME OF ENTITY*, a California limited liability company (or its successor-in-interest as identified in the signature block of this Agreement as "Seller") ("**Seller**"), for the acquisition by Buyer of certain real property described below. Buyer and Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties."

RECITALS

E. Seller is the fee simple owner of certain real property of real property consisting of approximately 1.45 acres commonly known as 13650 Harbor Boulevard, Garden Grove, California, which Seller purchased from the City in 2016 and which is more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all appurtenances of the above-described real property, including easements or rights-of-way relating thereto (in the aggregate, the "**Property**").

F. In conjunction with Seller's purchase of the Property from the City, Seller (or Seller's predecessor-in-interest to the Property) entered into that certain "**Repurchase Option Agreement**" granting Buyer the right to repurchase the Property from Seller upon certain conditions pursuant to the terms of this Purchase Agreement upon delivery by Buyer to Seller of an "**Exercise Notice**." Simultaneously upon conveyance of the Property from the City to Seller, that certain "**Memorandum of Repurchase Option Agreement**" evidencing the Repurchase Option Agreement was recorded.

G. Pursuant to said Repurchase Option Agreement, Buyer has exercised its right to repurchase the Property from Seller. The Repurchase Option Agreement provides that Seller is required to execute and deliver a copy of this Purchase Agreement to Buyer; however, Optionor's failure to execute and deliver a copy of this Purchase Agreement in accordance with the Repurchase Option Agreement shall not affect the validity of this Purchase Agreement, and this Purchase Agreement shall be immediately effective and binding on both Seller and Buyer without further execution by the Parties, on Buyer's exercise of the option in accordance with the Repurchase Option Agreement.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Agreement to Sell and Purchase.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and for the consideration set forth in this Agreement.

2. **Repurchase Price.** The total purchase price, payable in cash through escrow, for Buyer's purchase of the Property (the "**Repurchase Price**") shall be the sum of

_____ Dollars and No Cents

(\$_____).

Notwithstanding the foregoing, the amount of the Repurchase Price shall be reduced by the amount of any liens, assessments, taxes, or encumbrances, which Buyer has expressly agreed in writing to take title subject to pursuant to Section 3(d), below, and which have not been paid in full and extinguished on or before conveyance of title to Buyer pursuant to this Purchase Agreement.

3. **Conveyance of Title.** Seller agrees to convey by Grant Deed to Buyer title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- (a) Non-delinquent taxes for the fiscal year in which this transaction closes, which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
- (b) Easements or rights-of-way over the Property for public or quasi-public utility and/or public street purposes, if any.
- (c) Those recorded liens or other encumbrances recorded prior to the Memorandum of Repurchase Option Agreement.
- (d) Those liens or other encumbrances which Buyer has expressly agreed in writing to take title subject to.

4. **Escrow.** Buyer agrees to open an escrow (the "**Escrow**") in accordance with this Agreement at First American Title Insurance Company, 2 First American Way, National Commercial Services, located at 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, or at another escrow company of Buyer's choice ("**Escrow Agent**"). This Purchase Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Purchase Agreement. The Parties hereto agree to perform all acts reasonably necessary to close this Escrow within forty-five (45) days following the date Escrow is opened.

Upon demand of the Escrow Agent, Seller shall deliver to Escrow Agent a duly executed and acknowledged Grant Deed, in a form acceptable to Buyer, conveying fee interest title to Buyer, subject only to the exceptions set forth in Section 3, above. Buyer agrees to deposit the Repurchase Price and a duly executed Certificate of Acceptance for the Property prior to close of Escrow. Buyer and Seller each agree to deposit with Escrow Agent any additional funds or instruments as may be reasonably necessary to complete this transaction.

5. **Title Insurance Policy.** Escrow Agent shall, following recording of the Grant Deed, provide Buyer with, at Buyer's request, either an ALTA Standard Coverage Owner's Policy of Title Insurance or an ALTA Extended Coverage Owner's Policy of Title Insurance for the Property issued by First American Title Insurance Company, National Commercial Services, or another title company acceptable to Buyer, ("**Title Company**"), in the amount of the Repurchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, subject only to the Exceptions approved by Buyer as set forth in Section 3 and the printed exceptions and stipulations in the policy, and together with any endorsements required by Buyer ("**Buyer's Title Policy**"). Seller and Buyer shall each pay fifty percent (50%) of the premium costs of a standard ALTA policy. Buyer shall pay for any additional costs related to the issuance of an extended ALTA policy if Buyer elects to purchase such additional coverage, as well any endorsements to the policy requested by Buyer.
6. **Escrow Agent Authorization.** Buyer and Seller agree that Escrow Agent is authorized to, and shall, take the following actions:
- (a) Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Purchase Agreement.
 - (b) Charge Seller and Buyer fifty percent (50%) each for all Escrow fees, charges, and related costs. All other closing costs and fees shall be allocated in the customary manner accounted for in Orange County, California.
 - (c) Charge Seller and Buyer fifty percent (50%) of all transfer taxes applicable to sale of the Property to Buyer, if any.
 - (d) Pay and deduct from the amount payable to Seller pursuant to Paragraph 2, above, any amount necessary to satisfy any delinquent taxes attributable to the Property, together with penalties and interest thereon and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Purchase Agreement.
 - (e) Pay and deduct from the amount payable to Seller pursuant to Paragraph 2, above, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except penalty (if any), for payment in full in advance of maturity, to the mortgagee(s) or beneficiary(ies) entitled thereunder, except those mortgage(s) or trust deed(s) which Buyer has expressly agreed in writing to take title subject to.

- (f) Disburse funds, record the Grant Deed, and deliver the Buyer's Title Policy to Buyer, when conditions of the Escrow have been fulfilled by Buyer and Seller.
- (g) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

The term "Close of Escrow," if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of Buyer's Title Policy.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE WITHIN FORTY-FIVE (45) DAYS FOLLOWING THE ESCROW OPENING DATE.

- 7. **Inspection of Property and Property Information by Buyer.** Within ten (10) calendar days following the opening of Escrow, Seller shall make available to Buyer copies of any and all information, maps, contracts, reports, plans, documents, and other items relating to the Property that Seller has in its possession, custody or control, excluding any documents deemed by Seller to be proprietary, confidential or privileged, but including, without limitation, architectural, structural, mechanical, and/or electrical plans for the Improvements, all tax bills, if any, applicable to the Property, and all environmental assessments or reports prepared for the Property ("**Property Information**"). In addition, upon Buyer's request, Seller shall permit Buyer, or its authorized agents, to enter upon the Property at all reasonable times prior to Close of Escrow, following forty-eight (48) hours written notice, for the purpose of making Buyer desired inspections, investigations, inquiries, tests, feasibility studies, surveys, assessments and/or reports of the Property, at Buyer's expense.
- 8. **Buyer's Condition's Precedent to Closing.** The obligation of Buyer to complete the purchase of the Property is subject to the satisfaction of, or Buyer's waiver of, the following conditions:
 - (a) The condition of the Property and title shall be acceptable to Buyer.
 - (b) The Title Company shall have committed to deliver to Buyer the Buyer's Title Policy.

- (c) Seller's representations and warranties in this Purchase Agreement being correct as of the Effective Date and as of the Close of Escrow.
 - (d) Seller's performance of all its obligations under this Purchase Agreement.
9. **Seller's Condition's Precedent to Closing.** The obligation of Seller to complete the purchase of the Property is subject to the satisfaction of, or Seller's waiver of, the following conditions:
- (a) Buyer's performance of all its obligations under this Purchase Agreement.
10. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants, represents, and/or covenants to Buyer that:
- (a) Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property *after the date the Property was conveyed by the City to Seller or its predecessor in interest* used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Until the Close of Escrow, Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. § 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of

the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or (xi) defined as a “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

- (b) To the best of Seller’s knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus (collectively, “**Environmental Laws**”), except to the extent the Property did not comply with such Environmental Laws at the time the Property was conveyed by the City to Seller or its predecessor in interest.
- (c) Seller has disclosed to Buyer all information, records, and studies in Seller’s possession in connection with the Property concerning Hazardous Materials; the violation or alleged violation of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from the Property; and compliance with Environmental Laws.
- (d) To the best of Seller’s knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- (e) To the best of Seller’s knowledge, except as expressly disclosed by Seller to Buyer, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- (f) There are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses

occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month.

- (g) Commencing on the Effective Date and until Close of Escrow, Seller shall not do anything which would impair Seller's title to any of the Property including, but not limited, to permitting any liens, encumbrances, or easements to be placed on the Property.
- (h) To the best of Seller's knowledge, neither the execution of this Purchase Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- (i) Seller is not the subject of a bankruptcy proceeding.
- (j) Except as expressly disclosed by Seller to Buyer, Seller has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation, or requirement applicable to its use and operation.
- (k) Until the Close of Escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Paragraph not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- (l) Seller, at the time of execution of this Purchase Agreement, is the lawful owner of the Property and has good, clear title to the Property.
- (m) Seller shall maintain the Property in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
- (n) Each of the above warranties and representations is material and is relied upon by Buyer separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date that the Grant Deed is recorded and shall survive the recording of the Grant Deed.
- (o) Seller agrees to indemnify Buyer and agrees to defend and hold Buyer harmless from all loss, cost, liability, expense, damage, or other injury, including without limitation, attorney's fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by reason of, or in any manner resulting from the breach of any warranties and representations in in this Warranties, Representations, and Covenants of Seller Paragraph, and all third-

party claims arising out of or related to any facts or circumstances with respect to the period prior to the Close of Escrow.

11. **Loss or Damage to Property.** Risk of loss resulting from any material condemnation or eminent domain proceeding which is commenced or has been threatened before the Close of Escrow, and risk of loss to the Property due to fire, flood or any other cause before the Close of Escrow, shall remain with Seller. If before the Close of Escrow the Property or any portion thereof shall be materially damaged, or if the Property or any material portion thereof shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall notify Buyer of such occurrence and Buyer may terminate this Agreement by written notice to Seller given promptly after Buyer receives notice of the damage or taking from Seller, in which event the Deposit shall be returned to Buyer.
12. **Broker Commissions.** Buyer and Seller each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Each Party agrees to and does hereby indemnify and hold the other free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party in connection with this Agreement.
13. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between the Parties in connection with this Purchase Agreement, then as between Buyer and Seller, the prevailing Party shall be entitled to recover from the losing Party all of its costs and expenses, including court costs and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.
14. **Notices.** Any notice that either Party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the address(es) set forth next to each Party's signature, below.
15. **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein. Notwithstanding the foregoing, the Parties acknowledge and agree that this Purchase Agreement is intended to be consistent with, and to implement, the Repurchase Option Agreement and that, the Repurchase Option Agreement may be used as parol evidence in interpreting any ambiguous or uncertain terms of this Purchase Agreement.

16. **Construction.** Paragraph headings are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Purchase Agreement. The singular form shall include the plural and vice versa. This Purchase Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. Unless otherwise indicated, all references to Paragraphs are to this Purchase Agreement.
17. **Governing Law and Venue.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.
18. **Invalidity of Provision.** If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
19. **Waiver.** The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future.
20. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.
21. **No Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of Seller and Buyer, and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
22. **Time of Essence.** Time is of the essence of each provision of this Agreement.
23. **Binding Upon Successors.** The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.
24. **Cooperation.** Each Party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Purchase Agreement including, but not limited to, releases or additional agreements.
25. **Assignment.** Buyer shall have the right to assign its rights or obligations under this Agreement without the prior written consent of Seller.
26. **Authority to Execute.** Each person executing this Agreement on behalf of a Party hereto warrants and represents that he/she is duly authorized to execute this Agreement

on behalf of the entity for which he/she is signing and that such Party is bound to the rights and by the obligations set forth in this Agreement by such signature.

27. **Administration.** Provided the City of Garden Grove is the Buyer under this Purchase Agreement, this Purchase Agreement shall be administered and executed by City of Garden Grove City Manager, or his/her designated representative ("City Manager"). The City shall maintain authority of this Purchase Agreement through the City Manager. The City Manager shall have the authority but not the obligation to issue interpretations, waive provisions, extend time limits, execute a Certificate of Acceptance for the Grant Deed and all other documents on behalf of the City that are required in conjunction with the Escrow, and/or enter into minor amendments of this Agreement on behalf of the City, so long as such actions do not change purpose and intent of the Purchase Agreement as originally approved by the City Council or materially increase costs to the City pursuant to the Purchase Agreement.
28. **Recitals.** The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
29. **Counterparts.** This Purchase Agreement may be executed in counterparts and transmitted electronically, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
30. **Effective Date.** The Effective Date of this Purchase Agreement shall be the date a copy of this Purchase Agreement executed by Buyer, along with the Exercise Notice required pursuant to the Repurchase Option Agreement, are delivered by Buyer to Seller. For purposes of this Purchase Agreement, the date of delivery to Seller shall be the date this Purchase Agreement and the Exercise Notice are delivered in person to an officer or duly authorized representative of Seller, the date such documents are deposited in the United States Mail, the date that is 24 hours following the date such documents are deposited with a commercial courier. It is intended that Buyer shall insert the Effective Date in the first paragraph of this Purchase Agreement; however, Buyer's failure to insert the correct Effective Date in the first paragraph of this Purchase Agreement shall not affect the validity of this Purchase Agreement or the actual Effective Date as defined in this Section 30.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the dates set forth below.

BUYER

(INSERT LEGAL NAME OF BUYER)

Dated: _____

By: _____

Name: _____

Its: _____

ADDRESS OF BUYER FOR NOTICES

SELLER

(INSERT LEGAL NAME OF SELLER)

Dated: _____

By: _____

Name: _____

Its: _____

ADDRESS OF SELLER FOR NOTICES

EXHIBIT C TO REPURCHASE OPTION AGREEMENT
MEMORANDUM OF REPURCHASE OPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
AND SEND TAX STATEMENTS TO:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92840
Attention: City Manager

This document is exempt from the payment of a recording fee
pursuant to Government Code Section 27383.

MEMORANDUM OF REPURCHASE OPTION AGREEMENT

This **MEMORANDUM OF REPURCHASE OPTION AGREEMENT** (the “Repurchase Option Agreement”) is entered into by and between the **CITY OF GARDEN GROVE**, a municipal corporation (the “City” or “Optionee”), and **BN GROUP, LLC**, a Louisiana limited liability company (the “Optionor”).

RECITALS

1. Recordation of Memorandum of Agreement. This Memorandum of Repurchase Option Agreement evidences that certain Repurchase Option Agreement between the City/Optionee and the Optionor dated on or about _____, 2016 (“Repurchase Option Agreement”). Capitalized terms not defined herein shall have the meaning set forth in the Repurchase Option Agreement. The Repurchase Option Agreement is a burden against Optionor’s fee simple interest in the Property, which Property is more particularly described in Attachment No. 1 attached hereto and incorporated herein by reference. The Repurchase Option Agreement was entered into in conjunction with the sale of the Property by Optionee to Optionor. The Repurchase Option Agreement generally provides for the grant of an option to Optionee or its assignee(s) to repurchase the Property from Optionor or its successors or assigns at a specified Repurchase Price and upon specified terms if Optionee does not timely complete the construction and occupancy of a hotel and related improvements on the Property within five (5) years. Terms for Optionee’s repurchase of the Property in the event it exercises its option are included in the Purchase Agreement attached as an exhibit to the Repurchase Option Agreement. The Repurchase Option Agreement and the option granted thereunder terminate automatically if, at any time prior to exercise of the option: (i) Optionor has substantially completed construction of a hotel and related improvements on the Property in accordance and compliance with the provisions of any and all applicable permits and/or land use entitlements required, issued, and/or approved by the City of Garden Grove, acting in its governmental capacity, as evidenced by the issuance to Optionor of a certificate of occupancy for such improvements by the City of Garden Grove.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Repurchase Option Agreement on the dates set forth below.

OPTIONEE

CITY OF GARDEN GROVE, a municipal corporation

Dated: _____, 2016

By: _____
Scott C. Stiles, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

OPTIONOR

Dated: _____, 2016

BN GROUP LLC, a Louisiana limited liability company

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature _____

ATTACHMENT NO. 1

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

THE WESTERLY 330.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THE EASTERLY 55.00 FEET OF THE WESTERLY 385.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

AN APPURTENANT NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT PURPOSES AS SAID EASEMENT SHOWN ON ATTACHMENT A IN THAT CERTAIN "GRANT OF NON-EXCLUSIVE EASEMENT" RECORDED JANUARY 23, 1991, AS INSTRUMENT NO. 91-032600 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 101-080-66 and 101-080-27

EXHIBIT E

FORM OF PROMISSORY NOTE SECURED BY DEED OF TRUST

Principal Amount: \$1,200,000.00

November ____, 2016

FOR VALUE RECEIVED, the undersigned, BN GROUP, LLC, a Louisiana limited liability company ("Borrower") promises to pay to the City of Garden Grove, a California municipal corporation ("City") or to order at 11222 Acacia Parkway, Garden Grove, California, 92840, or such other place as City may designate in writing, the principal sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00), with interest as set forth in this Note, on the terms specified below. The principal amount of this Note shall bear interest at the rate of five percent (5%) per annum (calculated on the basis of a 360-day year).

1. Agreement. This Note is given in accordance with that certain Purchase and Sale Agreement, as defined hereafter. The obligations of the Borrower under this Note shall be subject to the terms of the Deed of Trust of even date herewith, which secures performance under this Note.

2. Definitions. The terms set forth in this section shall have the following meanings in this Note. Capitalized terms not defined in this Note shall have the same meanings as defined in the Deed of Trust, the terms of which are incorporated into this Note by this reference.

(a) "Deed of Trust" shall mean that certain Deed of Trust, of even date herewith, executed by Borrower for the benefit of City, which Deed of Trust secures the obligations of this Note.

(b) "Loan" shall mean the loan in the amount of 1,200,000.00 by City to Borrower, which Loan is the subject of this Note.

(c) "Note" shall mean this Promissory Note Secured by the Deed of Trust.

(d) "Parties" shall mean City and Borrower.

(e) "Property" shall mean that certain real property described on Exhibit "A," attached hereto and incorporated herein, together with all improvements, and fixtures now or hereafter constructed, placed or located on the Property.

(f) "Purchase and Sale Agreement" or "PSA" shall mean that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated ____, 2016, between City and Borrower.

(g) "Term" shall mean the term of this Note, which shall begin on the date first set forth above and shall end on June 1, 2017.

3. Repayment.

(a) Repayment in Full. At the end of the Term of this Note, the entire unpaid principal balance and all accrued interest, if any, shall be due and payable. Furthermore, the total amount of the unpaid principal owed under this Note shall immediately become due and payable in the event of a default by Borrower under this Note or the Deed of Trust. Failure to declare such amounts due shall not constitute a waiver on the part of City to declare them due in the event of a subsequent default.

(b) Terms of Payment. All amounts due and payable under the Note are payable at the Office of City at the address provided above, or at such other place or places as City may designate to Borrower in writing from time to time. Any payment under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.

(d) Prepayments. Borrower may prepay all or part of the principal balance plus applicable interest due under this Note without penalty.

4. Due on Sale. In the event Borrower shall make any transfer, sale, assignment or conveyance, or transfer of the Property, all amounts due under this Note shall become immediately due and payable without further notice by City, as set forth herein. The following events shall not be considered a transfer of interest in the Property: (a) a change in ownership of Borrower as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Borrower's stock on a national exchange or between Borrower's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Borrower; (c) the Transfer of this Agreement to Borrower's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Borrower; or (d) a collateral assignment of Borrower's interest in this Note to a lender as security for any indebtedness of Borrower to the lender. Borrower shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof.

5. Security. The Deed of Trust, dated the same date as this Note, secures this Note.

6. Waivers.

(a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at City's sole discretion and that City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by City with any person or party now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights:

(i) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever;

(ii) of presentment for payment, demand, protest and notices of dishonor and protest made by City; and

(iii) with respect to City's diligence in taking any action to collect any sums owing under this Note or in proceeding against any of City's rights and interests in and to properties securing payment of this Note.

7. Attorney Fees and Costs. Borrower agrees, that if any amounts due under this Note are not paid when due, in addition to any such past due amounts, Borrower shall pay, all costs and expenses of collection and reasonable attorney fees paid or incurred by City in connection with the collection or enforcement of this Note; whether or not suit is filed.

8. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

9. Deed of Trust Acceleration. This Note is secured by a Deed of Trust on the Property. The Deed of Trust provides for acceleration of the payments due under this Note, along with applicable interest, as set forth in Section 10, below, in the event of default (after expiration of any applicable cure period) under the Deed of Trust or this Note.

10. Default. Borrower shall be in default under this Note if Borrower: (i) fails to pay any money when due under this Note; (ii) breaches any representation or covenant made in this Note in any material respect; or (iii) breaches any provision of the Deed of Trust.

All covenants, conditions, and agreements contained in this Note and the Deed of Trust are hereby made a part of this Note, and Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all charges owing, shall, at the option of City hereof, become immediately due and payable, and thereafter until paid bear interest at the rate of ten percent (10%) per annum ("Default Rate"), compounded annually upon the failure of the Borrower to make any payment hereunder, as and when due (after expiration of any applicable cure period); upon the failure of Borrower to perform or observe any other term or provision of this Note; or upon the occurrence of any event (whether termed default, event of default, or similar term) which (after the expiration of any applicable cure period) under the terms of this Note or the Deed of Trust shall entitle City to exercise rights or remedies thereunder.

11. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

12. Severability. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. Time. Time is of the essence in this Note.

14. No Waiver by City. No waiver of any breach, default, or failure of condition under the terms of this Note or the Deed of Trust or the obligations secured thereby shall be implied from any failure of City to take, or any delay by City in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note or the Deed of Trust or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

15. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and City.

16. Notices. All notices required in this Note shall be sent in accordance with Section 18 of the Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

BN GROUP, LLC,
a Louisiana limited liability company

By: _____
as agent and manager

By: _____

Date:

By: _____

Date: _____

EXHIBIT "A" TO PROMISSORY NOTE

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

THE WESTERLY 330.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THE EASTERLY 55.00 FEET OF THE WESTERLY 385.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

AN APPURTENANT NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT PURPOSES AS SAID EASEMENT SHOWN ON ATTACHMENT A IN THAT CERTAIN "GRANT OF NON-EXCLUSIVE EASEMENT" RECORDED JANUARY 23, 1991, AS INSTRUMENT NO. 91-032600 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 101-080-66 and 101-080-27

EXHIBIT F
FORM OF DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Garden Grove
Attn.: City Clerk
11222 Acacia Parkway
Garden Grove, CA 92840

No fee document pursuant to
Government Code Section 27383

APN: 101-080-66 and 101-080-27

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made this _____ day of November, 2016, by trustor BN GROUP, LLC, a Louisiana limited liability company ("BN"), and trustee _____ ("Trustee"), for the benefit of the City of Garden Grove, a California municipal corporation, as beneficiary ("CITY").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, BN, hereby irrevocably grants, transfers, conveys and assigns to CITY, IN TRUST, WITH POWER OF SALE, for the benefit and security of CITY, under and subject to the terms and conditions hereinafter set forth, BN's fee interest in the property located in Orange County, California, described in the attached Exhibit "A" and more commonly known as 13650 Harbor Boulevard, Garden Grove, California (the "Property").

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto;

TOGETHER WITH any and all buildings, improvements and landscaping of every kind and description now or hereafter erected thereon, and all property of BN now or hereafter affixed to or placed upon the Property (sometimes collectively referred to as the "Improvements");

TOGETHER WITH all right, title and interest of BN, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all oil, gas and mineral rights (including royalty and leasehold rights relating thereto), all water and water rights and shares of stock relating thereto, and any and all awards made for the taking by eminent domain or by and proceeding or purchase in lieu thereof of the whole or any part of such property; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner.

All of the foregoing, together with the Property, is herein referred to as the "Security".

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

TO SECURE to CITY the obligations and any payments required by that certain Promissory Note, between BN and CITY, of even date herewith, along with any exhibits attached thereto ("Note");

TO SECURE to CITY the performance by BN of all agreements and adherence to all conditions set forth herein and in the Note;

TO SECURE all renewals, extensions, supplements and other modifications of any of the foregoing, including without limitation modifications that are evidenced by new or additional documents or that change the rate of interest on any obligation; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith, to protect the security of this Deed of Trust; and the performance of the covenants and agreements of BN herein contained.

All of the foregoing obligations, as well as those identified hereafter, are referred to collectively herein as the "BN Covenants."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BN COVENANTS AND AGREES AS FOLLOWS:

1. Purpose. Pursuant to that certain Purchase and Sale Agreement, dated September 13, 2016, between CITY and BN ("PSA") CITY has transferred the Property to BN. As set forth in said PSA, the Consideration for the Property was \$2,800,000.00 ("Consideration"), of which \$1,600,000.00 has been paid by BN to CITY. The remaining \$1,200,000.00 of the Consideration is to be paid by BN in accordance with the Note. This Deed of Trust secures the Note for that 1,200,000.00 remaining balance of the Consideration.

2. Definitions. The terms set forth in this section shall have the following meanings in this Deed of Trust. Any capitalized terms not defined in this Deed of Trust shall have the same meanings as defined in the Purchase and Sale Agreement and the Note, the terms of which have been incorporate into this Deed of Trust.

- a. "BN" shall mean the trustor, BN GROUP, LLC.
- b. "Deed of Trust" shall mean this Deed of Trust and Security Agreement.
- c. "Loan" shall have the same meaning as set forth in the Promissory Note.
- d. "Note" shall mean that certain Promissory Note secured by this Deed of Trust, of even date herewith, executed by the BN for the benefit of the CITY.
- e. "CITY" shall mean the City of Garden Grove, a California municipal corporation.
- f. "Purchase and Sale Agreement" shall mean the Purchase and Sale Agreement and Joint Escrow Instructions, dated September 13, 2016, executed by BN and the CITY.
- g. "Property" shall mean that certain real property legally described on Exhibit "A," attached to this Deed of Trust and incorporated herein, together with all Improvements, and fixtures now or hereafter constructed, placed or located on the Property.
- h. "Term" shall mean the term of the Note, the obligations of which are secured by this Deed of Trust.

3. BN 's Estate. BN represents and warrants that it is lawfully seized of the estate hereby conveyed, that it has the right to grant and convey the Security, and that other than this Deed of Trust, the Note, and a repurchase option held by CITY, the Security is not encumbered by any senior liens. BN agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage of any title insurance policy insuring CITY's interest in the Security.

4. Payment of Sums Owed. BN shall promptly pay to CITY, when due, any amounts due under the Note, including, but not limited to amounts due under the Loan as set forth in the Note.

5. BN Covenants. BN will observe and perform all of the covenants and agreements of the BN Covenants, as more specifically contained herein.

6. Transfer of Property by BN. Prior to expiration of the Term, BN agrees the amounts due under the Note shall become due upon the sale or transfer of the Security as provided in the Note. The following events shall not be considered a transfer of interest: (a) a change in ownership of BN as a result of a merger, consolidation, reorganization, or joint

venture; (b) the sale, exchange, issuance, or other transfer of BN's stock on a national exchange or between BN's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with BN; (c) the Transfer of this Agreement to BN's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with BN; or (d) a collateral assignment of BN's interest in this Agreement to a lender as security for any indebtedness of BN to the lender. BN shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof.

7. Liens. BN shall not cause, incur, suffer or permit to exist or become effective any lien, encumbrance or charge upon all or any part of the Property, or any interest therein other than (i) easements, rights of way, covenants, conditions, restrictions, liens and other title limitations as provided in the PSA, or as approved in writing by CITY, and (ii) immaterial easements and rights of way which are required by governmental authorities as a condition to the use of the Security (collectively, the "Permitted Encumbrances"). BN shall pay and promptly discharge, at BN's cost and expense, all liens, encumbrances and charges upon the Security, or any part thereof or interest therein other than the Permitted Encumbrances. If BN shall fail to remove and discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of CITY, CITY may, but shall not be obligated to, discharge the same, without inquiring into the validity of such lien, encumbrance or charge nor inquiring into the existence of any defense or offset thereto, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in court a bond or the amount claimed, or otherwise giving security for such claim, in such manner as is or may be prescribed by law. BN shall, immediately upon demand by CITY, pay to CITY an amount equal to all costs and expenses incurred by CITY in connection with the exercise by CITY of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure and, until paid, such sums shall be secured hereby.

8. Preservation and Maintenance of Security. BN agrees that at all times prior to full payment of the sums owed under the Note, secured by this Deed of Trust, that the BN will, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and repair and in a prudent and businesslike manner.

9. Protection of CITY's Security.

- a. If BN fails to perform the BN Covenants or any obligations contained in this Deed of Trust, or the Note, if an Event of Default, as defined hereafter, occurs, or if any action or proceeding is commenced which materially affects CITY's interest in the Security, then CITY, at its option and upon notice to BN, may make such appearances, disburse such sums and take such action as it determines necessary to protect CITY's interest, including but not limited to, disbursement of reasonable attorney's fees and necessary repairs to the Security.
- b. Any amounts disbursed by CITY pursuant to this Section will become an indebtedness of BN secured by this Deed of Trust. Unless BN and CITY agree to other terms of payment, such amount will be payable upon notice

from CITY to BN requesting payment thereof, and will bear interest of ten percent (10%) from the date of disbursement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Nothing contained in this Section will require CITY to insure any expense or take any action hereunder.

- c. In the event that the BN fails to observe or perform any obligations or BN Covenants under this Deed of Trust, or the Note, then the CITY may hold BN in default, treat the occurrence as an Event of Default pursuant to this Deed of Trust, and take any actions available under this Deed of Trust, or the Note, including, but not limited to, acceleration of any payments due or sale of the Security, as provided for hereafter.

10. Events of Default. Each of the following shall constitute an event of default ("Event of Default"): (a) the occurrence of any default under the provisions of this Deed of Trust, or the Note; or (b) the failure to make any payment or perform any of BN's other obligations now or hereafter secured by this Deed of Trust (subject to any applicable cure period).

11. Acceleration, Remedies and Notice. If BN is in default of any obligations under this Deed of Trust (including the BN Covenants), or the Note, or at the occurrence of any Event of Default, then at the option of CITY, the amount of any payment related to any such default, the Loan amount under the Note, as applicable, and any other indebtedness and other obligations secured hereby shall immediately become due and payable without presentment, protest notice or demand, all of which are hereby expressly waived, upon written notice by CITY to BN and no omission on the part of CITY to exercise such option when entitled to do so shall be construed as a waiver of such right.

Upon BN's breach of any covenant or agreement in this Deed of Trust (including, but not limited to, the covenant to pay, when due, any sums secured by this Deed of Trust), or the Note, or upon the occurrence of an Event of Default, CITY, prior to acceleration of the sums due under the Note, shall provide notice by certified mail, return receipt requested, to BN specifying:

- a. the breach or Event of Default;
- b. if the breach or Event of Default is curable, and the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is effective, by which such breach, if curable, is to be cured; and
- d. if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums due under the Note, as secured by this Deed of Trust, as well as sale of the Security (collectively the "Notice of Default")

If the breach or Event of Default is not curable or is not cured on or before the date specified in the Notice of Default, CITY, at its option, may:

- i. declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;
- ii. commence an action to foreclose this Deed of Trust as a mortgage, or specifically enforce any of the covenants hereof;
- iii. deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale as the law may require; or
- iv. exercise all other rights and remedies provided herein, in the instruments by which BN acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby; or provided by law.

The Notice of Default shall also inform BN of BN's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of BN to acceleration and sale.

CITY shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section.

12. Foreclosure by Power of Sale. Should CITY elect to foreclose by exercise of the power of sale herein contained, CITY shall notify Trustee and shall deposit with Trustee this Deed of Trust, and the Note, which is secured hereby (and the deposit of which shall be deemed to constitute evidence that unpaid amounts due pursuant to the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- a. Upon receipt of such notice of election to foreclose from CITY, Trustee shall cause to be recorded, published and delivered to BN the Notice of Default, as outlined above, and CITY'S notice of election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on BN, after lapse of such time as may then be required by law and after recordation of a Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise to the BN according to law, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation Trustee or CITY, may purchase at such sale, and BN hereby covenants to warrant and defend the title of such purchaser or purchasers.

- b. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid amounts due pursuant to the Note; (ii) all other sums then secured hereby, as applicable; and (iii) the remainder, if any, to BN.
- c. Trustee may postpone sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

13. BN's Right to Reinstate. Notwithstanding CITY's acceleration of the sums secured by this Deed of Trust, or other actions taken in response to any Event of Default of BN, BN shall have the right to have any proceedings commenced by CITY, to enforce this Deed of Trust, discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if:

- a. BN pays CITY all sums which would be then due under this Deed of Trust, or the Note, as applicable;
- b. BN cures all breaches of any other covenants or agreements of BN contained in this Deed of Trust, or the Note, as applicable
- c. BN pays all reasonable expenses incurred by CITY and Trustee in enforcing the covenants and agreements of BN contained in this Deed of Trust, and in enforcing CITY's and Trustee's remedies, including, but not limited to, reasonable attorney's fees, as applicable; and
- d. BN takes such action as CITY may reasonably require to assure that the lien of this Deed of Trust, CITY's interest in the Security and BN's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired.

Upon such payment and cure by BN, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

14. Forbearance by CITY Not a Waiver. Any forbearance by CITY in exercising any right or remedy shall not be a waiver of the exercise of any such right or remedy, nor shall acceptance by CITY of any payment provided for in the Note constitute a waiver of the CITY's right to require prompt payment of any remaining amounts owed. The procurement of insurance or the payment of taxes or other liens or charges by CITY shall not be a waiver of CITY's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

15. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, including the Note, or afforded by law or equity, and may be exercised concurrently, independently or successively at the discretion of CITY.

16. Reconveyance. Upon payment of all sums secured by this Deed of Trust, as set forth in the Note, CITY shall request Trustee to reconvey the Security and shall surrender this Deed of Trust and the Note to Trustee. Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

17. Substitute Trustee. CITY, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

18. Notice. All notices, demands and requests which may be given, or which are required to be given by any party to this Deed of Trust, and any exercise of a right of termination provided by this Deed of Trust, shall be in writing and shall be deemed effective either: (1) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (2) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

If to BN: BN GROUP, LLC
 Attn.: _____
 2439 Manhattan Blvd., Suite 211
 Harvey, LA 70058
 Phone: (504) 371-6666
 Fax: (504) 371-4050
 Email: _____

If to CITY: City of Garden Grove,
 Attn.: Scott C. Stiles, City Manager
 11222 Acacia Parkway
 Garden Grove, CA 92840
 Email: sstiles@ci.garden-grove.ca.us

19. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

20. Severability. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to

have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

21. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

22. Exhibits. Any exhibits referred to in this Deed of Trust are incorporated in this Deed of Trust by such reference.

IN WITNESS WHEREOF, BN has executed this Deed of Trust as of the date first written above.

BN GROUP, LLC
a Louisiana limited liability company

By: _____
as agent and manager

By: _____

Date: _____

By: _____

Date: _____

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

THE WESTERLY 330.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THE EASTERLY 55.00 FEET OF THE WESTERLY 385.00 FEET OF THE NORTH 199.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS, RECORD OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

AN APPURTENANT NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT PURPOSES AS SAID EASEMENT SHOWN ON ATTACHMENT A IN THAT CERTAIN "GRANT OF NON-EXCLUSIVE EASEMENT" RECORDED JANUARY 23, 1991, AS INSTRUMENT NO. 91-032600 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 101-080-66 and 101-080-27

EXHIBIT G

SCHEDULE OF PERFORMANCE

ITEM	MILESTONE	PROPOSED COMPLIANCE DATE(S)	ESTIMATED TIMELINE
1	Close of Escrow	On or before November 30, 2016	November 30, 2016
2	Buyer shall submit Basic Concept Drawings to City per Section 19.3	On or before January 10, 2017	January 10, 2017
3	Buyer shall submit a complete application to City for all Land Use Entitlements per Section 19.4	On or before April 1, 2017	April 1, 2017
4	Buyer shall have obtained approval or conditional approval of all Land Use Entitlements and related CEQA approvals per Section 19.4	On or before September 1, 2017 ¹	September 1, 2017
5	Buyer shall submit identity of proposed Hotel Franchisor and Operator for City's approval, along with related agreements and information, per Section 19.5	Within 6 months after approval of Land Use Entitlements	March 1, 2018
6	Buyer shall complete 100% Construction Documents and submit to City for review and approval per Section 19.6	Within 6 months after approval of Land Use Entitlements	March 1, 2018
7	Buyer shall have obtained Building Permits and commenced construction of Hotel Development per Section 19.7	Within 1 year of approval of Land Use Entitlements	September 1, 2018
8	Buyer shall have obtained all required certificate(s) of occupancy for, and commenced operation of, Hotel Development	Within 2 years of approval of Land Use Entitlements	September 1, 2019

¹ If the Land Use Entitlements have not been approved or conditionally approved by the City by this date, then each subsequent date set forth in this Schedule of Performance will be automatically extended on a day for day basis for each day after such date through and including the date upon which City approves or conditionally approves the Land Use Entitlements.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Ordinance No. 2873 Date: 10/11/2016
presented for second reading
and adoption entitled:

Attached is Ordinance No. 2873 for second reading.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2873	9/28/2016	Ordinance	2873__MC_8.61_- _False_Fire_Alarms_2ND_READING_NOVUS.pdf

ORDINANCE NO. 2873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING
CHAPTER 8.61 TO THE GARDEN GROVE MUNICIPAL CODE RELATING TO FALSE
FIRE ALARMS

City Attorney Summary

This Ordinance establishes standards and controls, including a fee, to reduce the number of false fire alarms to conserve resources and ensure that fire safety services are available in cases of genuine emergencies.

WHEREAS, California Business and Professions Code section 7592.8 authorizes the City to enact ordinances governing false alarm activations and responses;

WHEREAS, the City would like to reduce the number of false fire alarms to conserve resources and ensure that fire safety services are available in cases of genuine emergencies;

WHEREAS, the City seeks to deter those who operate residential and business fire alarms from activities that set off those alarms in non-emergency situations; and

WHEREAS, the City Council wishes to enact regulations to include necessary provisions in the Municipal Code regarding false fire alarms as set forth below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 8.61 is hereby added to Title 8 of the Garden Grove Municipal Code to read as follows:

CHAPTER 8.61

FIRE ALARM SYSTEMS

Section 8.61.010 Purpose

The purpose of this chapter is to establish standards and controls to reduce the incidents of false fire alarm calls responded to by the Fire Department. The most effective alarm management is through user and alarm industry accountability.

Section 8.61.020 Definitions

For the purpose of this chapter, the following definitions shall apply:

"City" means the City of Garden Grove.

"False Fire Alarm" means the activation of a Fire Alarm System resulting in a response by the Fire Department and which is caused by the negligence or intentional

misuse of the Fire Alarm System by the owner, its employees, agents or any other activation of a Fire Alarm System not caused by heat, smoke or fire.

"Fire Alarm Agent" means any person who is self-employed or employed either directly or indirectly by a Fire Alarm Business whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing a Fire Alarm System in or on any building, place or premises.

"Fire Alarm Business" means any person conducting or engaged in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing, or monitoring a Fire Alarm System in or on any building, place or premises.

"Fire Alarm Device" means a device or alarm that is designed to respond either manually or automatically to smoke, fire, or activation of a fire suppression system.

"Fire Alarm Monitoring Company" means a person in the business of providing Fire Alarm System monitoring services.

"Fire Alarm System" means one or a combination of approved compatible devices with the necessary electrical interconnection and energy to produce an alarm signal in the event of a fire or emergency medical situation or both, and when activated, emits a sound or transmits a signal to indicate that an emergency situation exists.

"Fire Alarm User" means any person responsible for operating a Fire Alarm System at any premises in the city.

"Fire Department" means any employee of the Garden Grove Fire Department.

"Person" means any individual, partnership, corporation or other business entity.

Section 8.61.030 Government Immunity

Any alarm liability and consequential damage resulting from the failure to respond to an alarm is hereby disclaimed and governmental immunity as provided by law is retained. By installing a Fire Alarm System, the Fire Alarm User acknowledges that a response may be influenced by factors such as: availability of fire units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

Section 8.61.040 Duties of Fire Alarm Business, Fire Alarm Agent, and Fire Alarm Monitoring Company

A Fire Alarm Business, Fire Alarm Agent, and Fire Alarm Monitoring Company shall have the following duties:

A. To install a Fire Alarm or Fire Alarm System in accordance with nationally recognized standards within the perimeters of the alarm activating devices and be available to maintain the Fire Alarm System in good working order, and to take reasonable measures to prevent the occurrence of False Fire Alarms.

B. To provide each purchaser and Fire Alarm User with a copy of the provisions of this Chapter relating to Fire Alarm User duties and False Fire Alarm assessments within 15 calendar days of installing the Fire Alarm System.

C. To provide accurate and complete instructions to the Fire Alarm User in the proper use and operation of the Fire Alarm System. Specific emphasis shall be placed on the avoidance of False Fire Alarms. All businesses that sell Fire Alarm Systems, but which are not a Fire Alarm Business as defined in this Chapter, are similarly responsible for instructing the buyer of the Fire Alarm System in the proper use of said system.

D. To maintain records of the location of the Fire Alarm Systems, devices, or services provided to the premises and the name and telephone number of the person and two alternates to be notified whenever an alarm is activated, and to readily report such information to the Fire Department upon request.

Section 8.61.050 Contesting False Fire Alarm Response Reports

Following Fire Department response to the activation of a Fire Alarm System alarm, which the Fire Department determines to be a False Fire Alarm and upon notification of said fact by the Fire Department, the Fire Alarm User shall respond to the Fire Department and file a report with the Fire Department by 5:00 p.m. of the 3rd calendar day if the Fire Alarm User has reason to believe the False Fire Alarm response report was issued in error. Such report shall contain all information pertaining to the false alarm that occurred. If an alarm did not occur, the Fire Alarm User may submit a written letter providing the details to the Fire Department.

Section 8.61.060 Nuisance Alarms

The City Council hereby finds and determines that 3 or more False Fire Alarms within a calendar year period are excessive and thereby constitute a public nuisance. The Fire Department may not consider any False Fire Alarm in this computation of nuisance alarms if such was generated by earthquakes, high intensity winds, or unusual acts of nature. Nuisance alarms shall be considered to be the result of the negligence of the Fire Alarm User, the agents or employees of the Fire Alarm User, or a defect in the Fire Alarm System.

Section 8.61.070 False Fire Alarm Response Fees

A. (1) The Fire Alarm User shall pay a False Fire Alarm response fee to the City's Finance Department upon the occurrence of 4 or more False Fire Alarms received from any one source or from any one Fire Alarm System within a calendar

year. (2) The Fire Alarm User shall also pay a False Fire Alarm response fee for the first and all subsequent False Fire Alarms due to their failure to notify the Fire Department when working on or testing the Fire Alarm System. The False Fire Alarm response fee shall be in such an amount as established by resolution of the City Council.

B. The Fire Alarm Business or the Fire Alarm Agent will be subject to the False Fire Alarm response fee as established by resolution of the City Council if the Fire Department determines that the Fire Alarm Business or Fire Alarm Agent directly caused the False Fire Alarm without first notifying the Fire Department. In this situation, the False Fire Alarm will not be counted against the Fire Alarm User.

C. Fees established and/or levied pursuant to this section shall be paid to the City's Finance Department within 30 calendar days from the date of the invoice therefor.

Section 8.61.8 Appeals

If the Fire Department assesses a False Fire Alarm response fee, the invoice therefor shall contain a notice of the action and a statement of the right to an appeal by the affected Person or Fire Alarm User. Appeals shall be heard by the City Manager or his or her designee and shall be supported by evidence showing that the False Fire Alarm response fee was assessed in error. The decision of the City Manager or designee shall be final.

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on September 27, 2016, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, BUI, JONES, PHAN, NGUYEN
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE