



AGENDA

Garden Grove City
Council

Tuesday, March 26, 2024

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

Cindy Tran

Mayor Pro Tem - District 3

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen-Penalosa

Council Member - District 6

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 who attend the meeting in-person and would like 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 before the meeting begins. 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: 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

COUNCIL MEMBER BRIETIGAM, COUNCIL MEMBER O'NEILL, COUNCIL MEMBER DOVINH, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN-PENALOZA, MAYOR PRO TEM TRAN, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Joe Hammer for being named Cypress College 2024 Americana Awards' Garden Grove Citizen of the Year.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Adoption of a Resolution commending Joe Hammer for being named the Cypress College Americana Citizen of the Year.
(Action Item)
- 3.b. Adoption of a Proclamation recognizing April as Donate Life Month. *(Action Item)*
- 3.c. Adoption of a Proclamation celebrating April as Arab American Heritage Month. *(Action Item)*
- 3.d. Adoption of a Proclamation recognizing Black April Month.
(Action Item)
- 3.e. Consideration of Final Parcel Map No. PM-2020-174 for the property located at 9852 Chapman Avenue, Garden Grove.
(Action Item)
- 3.f. Appropriation of Fiscal Year 2023-24 Public Safety Realignment

and Post-Release Community Supervision funds. (*Action Item*)

3.g. Receive and file minutes from the meeting held on February 27, 2024. (*Action Item*)

3.h. Receive and file warrants. (*Action Item*)

3.i. Approval to waive full reading of ordinances listed. (*Action Item*)

4. ITEMS FOR CONSIDERATION

4.a. Approval of Project Agreement with Edgemoor Garden Grove Civic Partners LLC for the design and construction of the Civic Center Revitalization Project including a new Public Safety Facility, Parking Garage, and a new Civic Center Park. (Cost: \$152 million) (*Action Item*)

5. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

5.a. Second Reading of Ordinance No. 2953

Entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING AN AMENDMENT TO ATTACHMENT 706.5 OF THE GARDEN GROVE POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE 7071. (*Action Item*)

6. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, April 9, 2024, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Happy Belated Birthday to Mayor Pro Tem Tran

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Ana Pulido
Dept.: City Manager Dept.: Community Relations
Subject: Adoption of a Resolution commending Joe Hammer for being named the Cypress College Americana Citizen of the Year. (*Action Item*) Date: 3/26/2024

Attached is a Resolution of Commendation recognizing Joe Hammer as the Cypress College Americana Award Citizen of the Year recipient for 2024 recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution of Commendation	3/19/2024	Resolution	3-26-24_Community_Spotlight_-_Resolution_-_Joe_Hammer_(1).pdf

Resolution

Joe Hammer

Garden Grove Citizen of the Year

Cypress College 2024 Americana Awards

WHEREAS, Joe Hammer's meaningful work in the community has earned him the prestigious title of Garden Grove Citizen of the Year from the Cypress College 2024 Americana Awards; and

WHEREAS, A United States Air Force and Army National Guard veteran, Joe opened his moving and storage business, California Relocation Services, Inc., in Anaheim in 1990 before moving the business to Garden Grove in 1995, where he retired in 2006; and

WHEREAS, Inspired by his father and with his wife's encouragement to become more involved in the community, he joined the Garden Grove Chamber of Commerce, Healthy Aging Center Acacia, and Garden Grove Rotary Club; and

WHEREAS, Joe currently serves as treasurer for the Garden Grove Rotary Club, and he plans to continue serving the organization to help support the Garden Grove community; and

WHEREAS, Joe was awarded the Garden Grove Director of the Year in 2012 and 2015, and was named the 2023 Garden Grove Man of the Year from the Garden Grove Chamber of Commerce for his lifetime of volunteerism in the city; and

WHEREAS, Joe Hammer's humanitarian, philanthropic, and partnership efforts with the community and the City of Garden Grove goes beyond words and is further exemplified by his selection as this year's Cypress College 2024 Americana Awards' Garden Grove Citizen of the Year.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby commend the achievements of Joe Hammer, and his meritorious recognition as the Cypress College 2024 Americana Awards' Garden Grove Citizen of the Year.

March 26, 2024

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing April as Donate Life Month. (*Action Item*) Date: 3/26/2024

Attached is a Proclamation recognizing April as Donate Life Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/21/2024	Proclamation	3-26-24_Donate_Life_Month_Proclamation_(1)_revised.pdf

PROCLAMATION

DONATE LIFE MONTH

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, one person can save eight lives and enhance 75 others through organ, eye and tissue donation;

WHEREAS, Nearly 114,000 Americans are currently waiting for an organ transplant, nearly 22,000 live in California, where an organ transplant is their only remaining medical option;

WHEREAS, on average, 150 people are added to the nation's organ transplant waiting list each – one every ten minutes;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

WHEREAS the spirit of giving and decision to donate are not restricted by age or medical condition;

WHEREAS, over sixteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

WHEREAS, California residents interested in saving a life through living kidney donation are encouraged to visit www.LivingDonationCalifornia.org for more information.

NOW, THEREFORE, BE IT PROCLAIMED the Garden Grove City Council recognizes April 2024 as **"Donate Life Month"** in the City of Garden Grove, and in doing so encourage all Californians to check **"YES!"** when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFeCalifornia.org or www.doneVIDAcalifornia.org.

March 26, 2024

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation celebrating April as Arab American Heritage Month. (Action Item) Date: 3/26/2024

Attached is a Proclamation celebrating April as Arab American Heritage Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/20/2024	Proclamation	3-26-24_Arab_American_Heritage_Proclamation.pdf

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL 2024

AS ARAB AMERICAN HERITAGE MONTH

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including art, medicine, law, business, technology, government, architecture, literature, and culture; and

WHEREAS, since migrating to the United States, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, Arab Americans have also enriched our society by embracing the American spirit of opportunity that makes our nation free and prosperous; and

WHEREAS, issues currently affecting Arab Americans, such as civil rights abuses, harmful stereotyping, harassment, and bullying, can be combatted by education and awareness; and

WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the immense contributions and heritage of Arab Americans have helped us build a better nation.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City celebrates the countless contributions that Arab Americans have made to American society and the City of Garden Grove, therefore hereby proclaims the month of April 2024 to be Arab American Heritage Month in Garden Grove.

March 26, 2024

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing Black April Month. (*Action Item*) Date: 3/26/2024

Attached is a Proclamation recognizing April 30, 2024, and the month of April as Black April Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/20/2024	Proclamation	3-26-24_Black_April_Memorial_Month.pdf

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL AS BLACK APRIL MEMORIAL MONTH

- WHEREAS, April 30, 2024, marks the 49th anniversary of the fall of Saigon on April 30, 1975, to communism; and
- WHEREAS, For many Vietnam and Vietnam-era veterans who were directly involved in the war and Vietnamese Americans who have settled in the United States, the Vietnam War was a tragedy full of great suffering and the loss of American, Vietnamese, and Southeast Asian lives; and
- WHEREAS, Fifty-eight thousand one hundred sixty-nine Americans were killed and 304,000 were wounded out of the 2.59 million people who served in the Vietnam War. One out of every ten Americans who served in Vietnam became a casualty of war; and
- WHEREAS, The Vietnam War resulted in the deaths of 250,000 South Vietnamese soldiers and two million Vietnamese civilians; and
- WHEREAS, After the fall of Saigon, over 135,000 Vietnamese people and their families fled to the United States, including former military personnel, government officials, and those who had worked for the United States during the war; and
- WHEREAS, Hundreds of thousands of people took boats in order to leave Vietnam in the late 1970s to mid-1990s. The successful emigrants reached refugee camps in Thailand, Malaysia, Indonesia, the Philippines, and Hong Kong; while approximately one-half of the people fleeing Vietnam perished at sea; and
- WHEREAS, Human rights, religious freedom, democracy, and protection against threats of aggression are important concerns of Vietnamese Americans; and
- WHEREAS, We must teach our children and future generations important lessons from the Vietnam War, including how the plight of the Vietnamese refugees following the end of war serves as a powerful example of the values of freedom and democracy; and
- WHEREAS, We, should actively rededicate ourselves to the principles of human rights, individual freedom, sovereignty, and equal protection under the laws of a just and democratic world. We should set aside moments of time every year on April 30 to give remembrance to the soldiers, medical personnel, and civilians who died during the Vietnam War in pursuit of freedom; and

WHEREAS, Vietnamese American communities throughout California will commemorate April 30, 2024, as Black April, a day of remembrance and rededication to the principles of freedom, including freedom of expression, freedom of press, and internet freedom;

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council, that in recognition of the great tragedy and suffering and lives lost during the Vietnam War, the month of April 2024 shall be proclaimed as Black April Memorial Month, a special time for citizens to remember the countless lives lost during the Vietnam War era, and to hope for more justice and liberty for the people of Vietnam.

March 26, 2024

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Consideration of Final Parcel Map No. PM-2020-174 for the property located at 9852 Chapman Avenue, Garden Grove. (<i>Action Item</i>)		
		Date:	3/26/2024

OBJECTIVE

To receive City Council approval for a Final Parcel Map No. PM-2021-174 for the property located at 9852 Chapman Avenue, Garden Grove (south side of Chapman Avenue, west of Brookhurst Street).

BACKGROUND

On February 18, 2021, pursuant to Planning Commission Resolution No. 6083-24, the Applicant received approval of Site Plan No. SP-096-2021 and Tentative Parcel Map No. PM-2020-174. A copy of Planning Resolution No. 6083-24 is attached.

DISCUSSION

The proposed Final Parcel Map PM-2020-174 will subdivide the 7.03-acre (306,411 square feet) property into two (2) parcels to create a new 0.45-acre (19,459 square feet) parcel for the proposed drive-thru restaurant pad building.

Staff has reviewed all of the subdivision documentation mandated by City Ordinances, conditions of approval, and the Subdivision Map Act and finds this map to be in compliance. The owner has complied with all conditions of the final parcel map.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Parcel Map No. PM-2020-174 for the property located at 9852

Chapman Avenue, Garden Grove (south side of Chapman Avenue, west of Brookhurst Street); and

- Authorize the City Clerk to sign the Final Parcel Map.

By: Kamyar Dibaj, M.S., Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Final Parcel Map No. PM-2020-174	3/21/2024	Backup Material	Parcel_Map.pdf
Planning Resolution No. 6083-24	3/15/2024	Resolution	PM-2020-174_(Reinstatement-2024).doc

SHEET 1 OF 5 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2020-174
2 NUMBERED PARCELS
1 LETTERED PARCEL
TOTAL ACREAGE: 7.622 ACRES GROSS
7.030 ACRES NET
DATE OF SURVEY: FEBRUARY, 2021

PARCEL MAP NO. 2020-174

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LOS ALAMITOS, AS PER MAP FILED IN BOOK 51, PAGE 10, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 10 OF BERRYFIELD, AS PER MAP FILED IN BOOK 4, PAGE 97, OF MISCELLANEOUS MAPS.

PBLA SURVEYING, INC.

FEBRUARY 2021

PETER E. WEILBACHER, PLS 8403

ACCEPTED AND FILED AT THE
REQUEST OF:
CHICAGO TITLE INSURANCE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK - RECORDER

BY _____
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE PUBLIC IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: CHAPMAN AVENUE (PARCEL A).

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE, A BLANKET EASEMENT OVER ALL AREAS OUTSIDE OF THE EXTERIOR WALLS OF ALL BUILDINGS LOCATED ON PARCELS 1 AND 2 AS THE SAME MAY EXIST FROM TIME TO TIME, AS NECESSARY FOR INSPECTION ACCESS FOR WATER QUALITY MONITORING PURPOSES AND REPORTING.

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE, A 20.00 FOOT WIDE EASEMENT FOR STORM DRAIN PURPOSES, AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE, A BLANKET EASEMENT OVER THE DRIVE AISLES LOCATED ON PARCELS 1 AND 2 AS THE SAME MAY EXIST FROM TIME TO TIME, AS NECESSARY FOR ACCESS TO ANY PUBLIC UTILITIES LOCATED ON PARCELS 1 AND 2.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL VEHICULAR ACCESS RIGHTS TO CHAPMAN AVENUE EXCEPT AT APPROVED LOCATIONS.

SVAP II CHAPMAN, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: STERLING VALUE ADD INVESTMENTS II, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

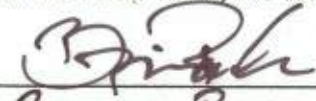
BY: SVAP II GP, LLC
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY: BOB DAKE
TITLE: VICE PRESIDENT

BENEFICIARY STATEMENT:

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AS BENEFICIARY UNDER A CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FUTURE FILING RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 2021000775852, OF OFFICIAL RECORDS.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: 
NAME: BRIAN PARK
TITLE: VICE PRESIDENT

LENDER'S NAME AND ADDRESS

WESTERN ALLIANCE BANK
601 WEST 5TH STREET, SUITE 100
LOS ANGELES, CALIFORNIA 90017
ATTN: REAL ESTATE DEPARTMENT

CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA)
CITY OF GARDEN GROVE) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 202____, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, THE REAL PROPERTY DEDICATED IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: CHAPMAN AVENUE (PARCEL A).

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:

1. THE BLANKET EASEMENT OVER PARCELS 1 AND 2 OVER ALL AREAS OUTSIDE OF THE EXTERIOR WALLS OF ALL BUILDINGS LOCATED ON PARCELS 1 AND 2 AS THE SAME MAY EXIST FROM TIME TO TIME, AS NECESSARY FOR INSPECTION ACCESS FOR WATER QUALITY MONITORING PURPOSES AND REPORTING, AS DEDICATED.
2. THE BLANKET EASEMENT OVER PARCELS 1 AND 2 OVER THE DRIVE AISLES LOCATED ON PARCELS 1 AND 2 AS THE SAME MAY EXIST FROM TIME TO TIME, AS NECESSARY FOR ACCESS TO ANY PUBLIC UTILITIES LOCATED ON PARCELS 1 AND 2, AS DEDICATED.
3. THE 20.00 FOOT WIDE EASEMENT FOR STORM DRAIN PURPOSES AS DEDICATED.
4. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY AS DEDICATED.
5. THE VEHICLE ACCESS RIGHTS TO CHAPMAN AVENUE AS RELEASED AND RELINQUISHED.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT, ALL EASEMENTS FOR PUBLIC STREET AND HIGHWAY PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF GARDEN GROVE PER DOCUMENTS RECORDED DECEMBER 5, 1969 IN BOOK 9155, PAGE 940, AND SEPTEMBER 30, 1985 AS INSTRUMENT NO. 85-372723, BOTH OF OFFICIAL RECORDS; THE EASEMENT FOR STORM DRAIN PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF GARDEN GROVE PER DOCUMENTS RECORDED SEPTEMBER 23, 1974 IN BOOK 11248, PAGE 1114, AND SEPTEMBER 23, 1974 IN BOOK 11248, PAGE 1117, OF OFFICIAL RECORDS, BOTH OF OFFICIAL RECORDS; AND THE EASEMENT FOR WATER PIPELINE PURPOSES, WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF GARDEN GROVE PER DOCUMENTS RECORDED MAY 14, 1970 IN BOOK 9289, PAGE 413, OF OFFICIAL RECORDS, ALL RECORDS OF THE COUNTY OF ORANGE, CALIFORNIA, NOT SHOWN ON THIS MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.


IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF GARDEN GROVE.

DATED THIS _____ DAY OF _____, 202____.

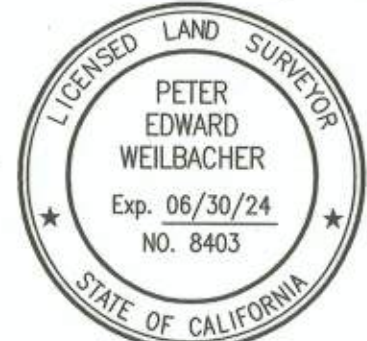
TERESA POMEROY, CMC
CITY CLERK OF THE CITY OF GARDEN GROVE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SVAP II CHAPMAN, LLC IN FEBRUARY, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER COMPLETION OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.


PETER E. WEILBACHER, P.L.S. 8403
EXPIRATION DATE: 06/30/24

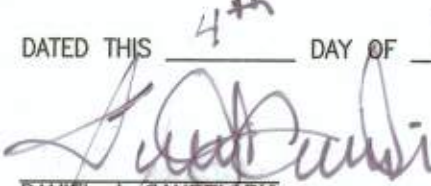
2-26-24
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS 4th DAY OF March, 2024


DANIEL J. CANDEALARIA
CITY ENGINEER OF GARDEN GROVE
R.C.E. NO. 52125
EXPIRATION DATE: 12/31/24



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 202____.

KEVIN R. HILLS, COUNTY SURVEYOR.
L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 202____.

SHARI FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: _____
TREASURER-TAX COLLECTOR

SEE SHEET 2 OF 5 FOR SIGNATURE OMISSIONS.
AND NOTARY ACKNOWLEDGEMENTS

PARCEL MAP NO. 2020-174

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

PBLA SURVEYING, INC.

FEBRUARY 2021

PETER E. WEILBACHER, PLS 8403

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

ALFRED ROBINSON, HOLDER OF AN EASEMENT FOR THE PURPOSE OF ROADS, RAILROADS AND DITCHES, PER DOCUMENT RECORDED DECEMBER 23, 1881 IN BOOK 85, PAGE 169, OF DEEDS OF LOS ANGELES COUNTY.

THE COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY PURPOSES, PER DOCUMENT RECORDED MAY 7, 1956 IN BOOK 3500, PAGE 577, AND RE-RECORDED JUNE 14, 1956 IN BOOK 3545, PAGE 390, AND DECEMBER 21, 1956 IN BOOK 3750, PAGE 133, ALL OF OFFICIAL RECORDS.

INTEREST IN THE ABOVE DOCUMENT FOR STREETS AND HIGHWAYS WAS CONVEYED TO THE CITY OF GARDEN GROVE BY INCORPORATION ON JUNE 18, 1956.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES, PER DOCUMENT RECORDED DECEMBER 5, 1969 IN BOOK 9155, PAGE 940, OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR WATER PIPELINE PURPOSES, PER DOCUMENT RECORDED MAY 14, 1970 IN BOOK 9289, PAGE 413, OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES, PER DOCUMENT RECORDED SEPTEMBER 23, 1974 IN BOOK 11248, PAGE 1114, OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES, PER DOCUMENT RECORDED SEPTEMBER 23, 1974 IN BOOK 11248, PAGE 1117, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR THE PURPOSE OF UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, PER DOCUMENT RECORDED SEPTEMBER 13, 1985 AS INSTRUMENT NO. 85-349183, OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES, PER DOCUMENT RECORDED SEPTEMBER 30, 1985 AS INSTRUMENT NO. 85-372723, OF OFFICIAL RECORDS.

GARDEN GROVE'S PAVILLION PLAZA, A CALIFORNIA LIMITED PARTNERSHIP, M.X.A. ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AND PACIFIC SOUTHWEST REALTY CORPORATION, A CALIFORNIA CORPORATION, HOLDERS OF AN EASEMENT FOR INGRESS, EGRESS, ACCESS AND PARKING, PER DOCUMENT RECORDED APRIL 22, 1987 AS INSTRUMENT NO. 87-219288, OF OFFICIAL RECORDS.

12151 BROOKHURST, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND SOUTHLAND INTEGRATED SERVICES, INC., A CALIFORNIA CORPORATION, SUCCESSORS IN INTEREST TO SAID EASEMENT AMENDED BY A DEED RECORDED OCTOBER 9, 2020 AS INSTRUMENT NO. 2020000562953 OF OFFICIAL RECORDS.

THE SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR THE PURPOSE OF UNDERGROUND PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED AUGUST 9, 2021 AS INSTRUMENT NO. 2021000499028, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR THE PURPOSE OF UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATIONS SYSTEMS, PER DOCUMENT RECORDED SEPTEMBER 13, 2021 AS INSTRUMENT NO. 2021000569416, OF OFFICIAL RECORDS.

THE PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITIES RECORDED OCTOBER 28, 2021 AS INSTRUMENT NO. 2021000657548, OF OFFICIAL RECORDS.

CHEVRON USA, INC, HOLDER OF AN EASEMENT TO DRILL INTO AND THROUGH SAID LAND BY MEANS OF A WELL OR WELLS DRILLED FROM THE SURFACE OF LANDS OTHER THAN SAID LAND PER DOCUMENT RECORDED MAY 11, 1987 AS INSTRUMENT NO. 87-262048, OF OFFICIAL RECORDS.

STANDARD OIL COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT TO DRILL INTO AND THROUGH SAID LAND BY MEANS OF A WELL OR WELLS DRILLED FROM THE SURFACE OF LAND OTHER THAN SAID LAND PER DOCUMENTS RECORDED SEPTEMBER 19, 1969 IN BOOK 9084, PAGE 598 AND IN SEPTEMBER 26, 1969 IN BOOK 9091, PAGE 512, BOTH OF OFFICIAL RECORDS.

NOTARY ACKNOWLEDGMENT:

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 FLORIDA)
COUNTY OF PALM BEACH) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 1st DAY OF March, 2021, BY BOB DAKE, AS VICE PRESIDENT OF SVAP II GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF STERLING VALUE ADD INVESTMENTS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF SVAP II CHAPMAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF SUCH ENTITIES, AND SUCH PERSON IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A AS IDENTIFICATION.

SIGNATURE

PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS
IS IN Palm Beach COUNTY

MY COMMISSION EXPIRES 4th 189121

MY COMMISSION NO. January 15, 2026

NOTARY ACKNOWLEDGMENT:

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 Los Angeles) SS

ON February 28, 2024, BEFORE ME, Rebeca chan
A NOTARY PUBLIC, PERSONALLY APPEARED Brian Park
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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:

SIGNATURE

PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS
IS IN Los Angeles COUNTY

MY COMMISSION EXPIRES 6/11/2027

MY COMMISSION NO. 2449868



MONUMENT AND ESTABLISHMENT NOTES:

● INDICATES FOUND MONUMENTS AS NOTED.

▲ INDICATES FOUND O.C.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

① FD. HEX SPIKE IN O.C.S. MONUMENT WELL, DN. 1.7', ACCEPTED AS THE C/L INT. OF CHAPMAN AVE. AND BROOKHURST ST. PER R3 AND R9. (O.C.S. GPS NO. 3013)
NORTHING: 2234826.17, EASTING: 6042503.55

② FD. DAMAGED 2" IRON PIPE, NO TAG, DN. 2.5', PIPE IS LEANING, 0.69' N'LY OF THE C/L OF CHAPMAN AVE., NOT HELD, C/L INT. ESTAB. BY 2 FD. "CITY OF GARDEN GROVE SURVEY" TIES PER R8. SEE DETAIL "A" HEREON FOR TIES, SET MONUMENT AS NOTED.

③ FD. HEX BOLT W/PUNCH-MARK IN O.C.S. MONUMENT WELL, DN. 1.0', ACCEPTED AS A POINT ON THE C/L OF CHAPMAN AVE. PER R3 AND R10. (O.C.S. GPS NO. 3008)
NORTHING: 2234847.76, EASTING: 6039864.84

④ NOTHING FD., THE C/L INT. OF CHAPMAN AVE. AND GILBERT ST. ESTAB. ON A C/L PROD. OF 5.00' W'LY ALONG THE C/L ON CHAPMAN AVE. FROM MONUMENT NO. 3 PER R3 AND R10. SEE DETAIL "B" HEREON.

⑤ FD. P.K. NAIL W/"CITY OF GARDEN GROVE SURVEY" TAG, FLUSH IN ASPH., ACCEPTED AS THE C/L INT. OF GILBERT ST. AND BIXBY AVE. (WEST) PER R7.

⑥ NOTHING FD., ESTAB. BY INT. OF THE S'LY PROLONGATION OF THE GILBERT ST. C/L WITH THE W'LY PROLOGATION OF THE BIXBY AVE. (EAST) C/L, NOTHING SET.

⑦ FD. GIN SPIKE AND WASHER "L.S. 5411" FLUSH IN ASPH., ACCEPTED AS THE C/L INT. OF BIXBY AVE. (EAST) AND BROOKHURST ST. PER R11.

⑧ NOTHING FD., C/L INT. OF BROOKHURST ST. AND THE PACIFIC ELECTRIC RAILWAY R/W ESTAB. BY HOLDING 1460.72' S'LY ALONG THE BROOKHURST ST. C/L, FROM THE C/L INT. OF CHAPMAN AVE. AND BROOKHURST ST. PER R1 AND R4.

⑨ NOTHING FD., ESTAB. BY HOLDING 1460.72' S'LY ALONG THE BROOKHURST ST. C/L, FROM THE C/L INT. OF CHAPMAN AVE. AND BROOKHURST ST. PER R1 AND R4 AND HOLDING 136.30' N'LY, ALONG THE BROOKHURST ST. C/L, FROM THE C/L INT. OF BROOKHURST ST. AND THE PACIFIC ELECTRIC RAILWAY R/W PER R1.

⑩ FD. 3" BRASS CAP STAMPED "RCE 19442" FLUSH IN ASPH., NO REF., HELD AND ACCEPTED AS THE C/L INT. OF BIXBY AVE. (EAST) AND PEACOCK CT.

⑪ FD. GIN SPIKE AND WASHER "L.S. 4725" FLUSH IN CONC, NO REF., MONUMENT IS S44°15'21"E 0.06' FROM POSITION.

⑫ NOTHING FD., CORNER ESTAB. BY HOLDING 449.10' W'LY ALONG THE C/L OF CHAPMAN AVE. PER D3, SET MONUMENT AS NOTED.

⑬ NOTHING FD., CORNER ESTAB. BY INT., SET MONUMENT, UNLESS OTHERWISE NOTED.

⑭ NW CORNER OF NE 1/4 OF NE 1/4 OF SEC. 31, NOTHING FD., ESTAB. BY PRORATION PER R3, NOTHING SET.

○ INDICATES SET 2" I.P. W/TAG "PLS 8403", OR SPIKE & WASHER "PLS 8403", OR LEAD TACK & TAG "PLS 8403", TO BE SET, FLUSH, AT ALL PARCEL MAP BOUNDARY CORNERS, OR AS OTHERWISE NOTED.

INDICATES SET 1" I.P. W/TAG "PLS 8403", OR SPIKE & WASHER "PLS 8403", OR LEAD TACK & TAG "PLS 8403", TO BE SET, FLUSH, AT ALL PARCEL CORNERS, OR AS OTHERWISE NOTED.

FOR RECORD AND DEED REFERENCES

SEE SHEET 3.

FOR PLOTTED EASEMENTS

SEE SHEETS 4 AND 5.

EASEMENT NOTES:

① AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR THE PURPOSE OF UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATIONS SYSTEMS, PER DOCUMENT RECORDED SEPTEMBER 13, 1985 AS INSTRUMENT NO. 85-349183, OF OFFICIAL RECORDS.

② AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, FOR THE PURPOSE OF UNDERGROUND PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED AUGUST 9, 2021 AS INSTRUMENT NO. 2021000499028, OF OFFICIAL RECORDS. [PLOTTED HEREON]

③ AN EASEMENT IN FAVOR OF ALFRED ROBINSON FOR THE PURPOSE OF ROADS, RAILROADS AND DITCHES, PER DOCUMENT RECORDED DECEMBER 23, 1881 IN BOOK 85, PAGE 169, OF DEEDS OF LOS ANGELES COUNTY. (SAID EASEMENT LIES WITHIN THE RIGHT-OF-WAY) [PLOTTED HEREON]

④ AN EASEMENT FOR INGRESS, EGRESS, ACCESS AND PARKING, PER DOCUMENT RECORDED APRIL 22, 1987 AS INSTRUMENT NO. 87-219288, OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE) (DETAIL "D", SHEET 4)

SVAP II CHAPMAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE OF SAID EASEMENT PER DOCUMENT RECORDED MAY 3, 2017 AS INSTRUMENT 2017000179553, OFFICIAL RECORDS.

12151 BROOKHURST, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SVAP II CHAPMAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SOUTHLAND INTEGRATED SERVICES, INC., A CALIFORNIA CORPORATION, SUCCESSORS IN INTEREST TO SAID EASEMENT AMENDED BY A DEED RECORDED OCTOBER 9, 2020 AS INSTRUMENT NO. 2020000562953 OF OFFICIAL RECORDS.

⑤ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR THE PURPOSE OF UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATIONS SYSTEMS, PER DOCUMENT RECORDED SEPTEMBER 13, 2021 AS INSTRUMENT NO. 2021000569416, OF OFFICIAL RECORDS. [PLOTTED HEREON]

⑥ AN EASEMENT IN FAVOR OF THE PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, FOR UNDERGROUND COMMUNICATION FACILITIES, PER DOCUMENT RECORDED OCTOBER 28, 2021 AS INSTRUMENT NO. 2021000657548, OF OFFICIAL RECORDS.

[NOT PLOTTABLE FROM RECORD; THE ABOVE DESCRIBED EASEMENT SHALL BE LOCATED ON STRIPS OF LAND FOUR (4.00) FEET IN WIDTH AROUND THE EXISTING FACILITIES]

⑦ AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR STREET AND HIGHWAY PURPOSES, PER DOCUMENT RECORDED MAY 7, 1956 IN BOOK 3500, PAGE 577, AND RE-RECORDED JUNE 14, 1956 IN BOOK 3545, PAGE 390, AND DECEMBER 21, 1956 IN BOOK 3750, PAGE 133, ALL OF OFFICIAL RECORDS.

INTEREST IN THE ABOVE DOCUMENT FOR STREETS AND HIGHWAYS WAS CONVEYED TO THE CITY OF GARDEN GROVE BY INCORPORATION ON JUNE 18, 1956.

① A BLANKET EASEMENT OVER PARCELS 1 AND 2 OVER ALL AREAS OUTSIDE OF THE EXTERIOR WALLS OF ALL BUILDINGS LOCATED ON PARCELS 1 AND 2 AS THE SAME MAY EXIST FROM TIME TO TIME, AS NECESSARY FOR INSPECTION ACCESS FOR WATER QUALITY MONITORING PURPOSES AND REPORTING, DEDICATED HEREON TO THE CITY OF GARDEN GROVE.

② A 20.00 FOOT WIDE EASEMENT FOR STORM DRAIN PURPOSES DEDICATED HEREON TO THE CITY OF GARDEN GROVE.

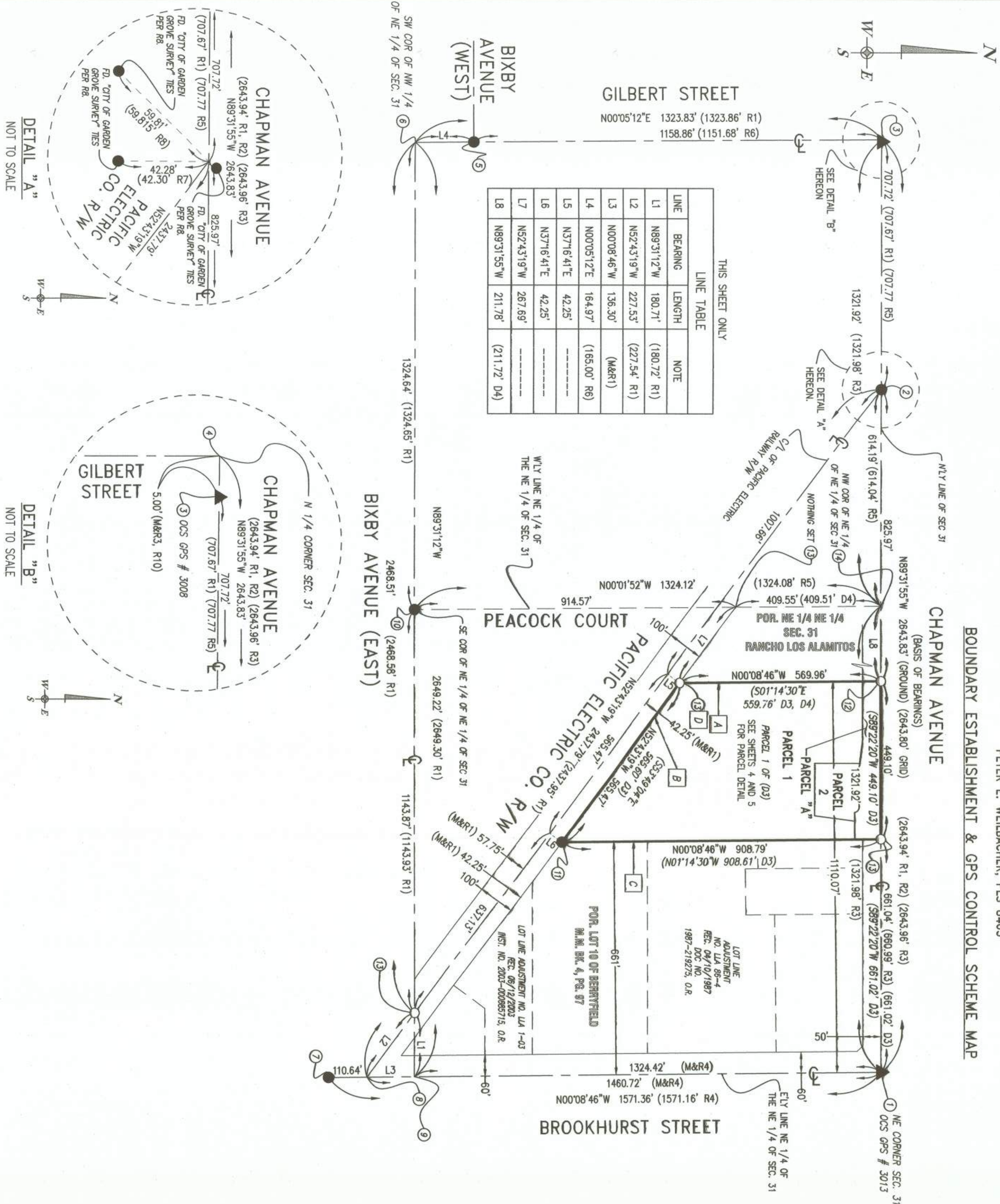
③ A BLANKET EASEMENT OVER PARCELS 1 AND 2 OVER THE DRIVE AISLES LOCATED ON PARCELS 1 AND 2 AS THE SAME MAY EXIST FROM TIME TO TIME, AS NECESSARY FOR ACCESS TO ANY PUBLIC UTILITIES LOCATED ON PARCELS 1 AND 2, DEDICATED HEREON TO THE CITY OF GARDEN GROVE.

SHEET 3 OF 5 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2020-174
2 NUMBERED PARCELS
1 LETTERED PARCEL
TOTAL ACREAGE: 7.622 ACRES GROSS
DATE OF SURVEY: 7,030 ACRES NET
SCALE: 1" = 200'

PARCEL MAP NO. 2020-174

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
PBLA SURVEYING, INC.
PETER E. WEILBACHER, PLS 8403
FEBRUARY 2021

BOUNDARY ESTABLISHMENT & GPS CONTROL SCHEME MAP



FOR EASEMENT NOTES, AND MONUMENT & ESTABLISHMENT NOTES

FOR PLOTTED EASEMENTS

DEED REFERENCES

- (01) AN EASEMENT DEED TO THE COUNTY OF ORANGE, REC. 06/14/1956 IN BOOK 3545, PAGE 390, O.R.
(02) A STREET DEED, TO THE CITY OF GARDEN GROVE REC. 09/30/1985 AS INST. NO. 85-372223, O.R.
(03) A VESTING DEED, REC. 05/03/2017 AS INST. NO. 2017000179592, O.R.
(04) A GRANT DEED, REC. 03/30/2009 AS INST. NO. 2009000148392, O.R.

RECORD REFERENCES

- (R1) RECORD OF SURVEY, R.S.B. 53/31.
(R2) RECORD OF SURVEY, R.S.B. 47/39.
(R3) PARCEL MAP NO. 86-290, P.M.B. 216/48-50.
(R4) C.T.S.B. 108/7.
(R5) TRACT NO. 3076, M.M. 104/1-3.
(R6) TRACT NO. 1684, M.M. 56/18-19.
(R7) CITY OF GARDEN GROVE THE BOOK 3, PG. 123.
(R8) CITY OF GARDEN GROVE THE BOOK 1, PG. 44.
(R9) CORNER RECORD NO. 2015-1162.
(R10) CORNER RECORD NO. 2008-1753.
(R11) CORNER RECORD NO. 2008-0412.

SURVEYOR'S BOUNDARY NOTE:

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

NOTE: THE COURSE CALL OF THE WEST LINE OF (D3) CALLS FOR A DISTANCE OF 559.76 FEET, WHICH CREATES A MIS-CLOSURE OF 9.94 FEET. AFTER CHECKING THE LEGAL DESCRIPTION OF (D4), WE WERE ABLE TO DETERMINE THE SAME VALUE FOR OF 559.76 FEET WAS USED FOR THE EASTERLY LINE OF THE PROPERTY. UPON THE DETERMINATION OF THE CENTRILINE OF THE PACIFIC ELECTRIC RAILROAD RIGHT-OF-WAY AND APPLICATION OF CALCULATING THE (D3 AND D4) LEGAL DESCRIPTION ONTO THE MAP, WE HAVE CONCLUDED THAT THE COURSE CALL DISTANCE OF 559.76 FEET IS IN ERROR. (SEE ESTABLISHMENT NOTE D HEREON)

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3008 AND STATION NO. 3013, BEING NORTH 89°31'55" WEST, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

NOTE: THE BEARING OF NORTH 89°31'55" WEST WAS DERIVED FROM A GPS SURVEY ADJUSTMENT PERFORMED ON FEBRUARY 2021, WHICH DIFFERS FROM THE CALCULATED BEARING OF NORTH 89°31'52" WEST, PER OCS SURVEY RECORDS.

DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 11, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT)

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID, MULTIPLY GROUND DISTANCE BY A COMBINED FACTOR OF 0.99998554, (MEAN VALUE)

ESTABLISHMENT NOTES:

- A** W/LY LINE ESTAB. PARALLEL WITH AND DISTANT W/LY 1110.07' FROM THE C/L OF BROOKHURST STREET PER D3 & D4.
B NELY LINE OF PACIFIC ELECTRIC CO. R/W AND LOS ANGELES INTER-URBAN RAILWAY CO. PER D3, ESTAB. PARALLEL WITH AND DISTANT 42.25' NELY FROM THE C/L PER R1.
C ELY LINE ESTAB. PARALLEL WITH AND DISTANT 661.00' W/LY FROM THE C/L OF BROOKHURST ST. PER D3.

D SOUTHWEST CORNER ESTABLISHED BY THE INTERSECTION OF **A** WITH **B** PER (D3). NOTE: IN REVIEWING THE (D3) COURSE CALL THENCE SOUTH 01°14'30" EAST 559.76 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 31, TO THE NORTHEAST LINE OF THE 100.00 FOOT RIGHT-OF-WAY LINE OF THE LOS ANGELES INTER-URBAN RAILWAY COMPANY, THE NELY LINE OF THE RAILROAD RIGHT-OF-WAY WAS UTILIZED AS THE HOLD INSTEAD OF THE DISTANCE CALL OF 559.76 FEET.

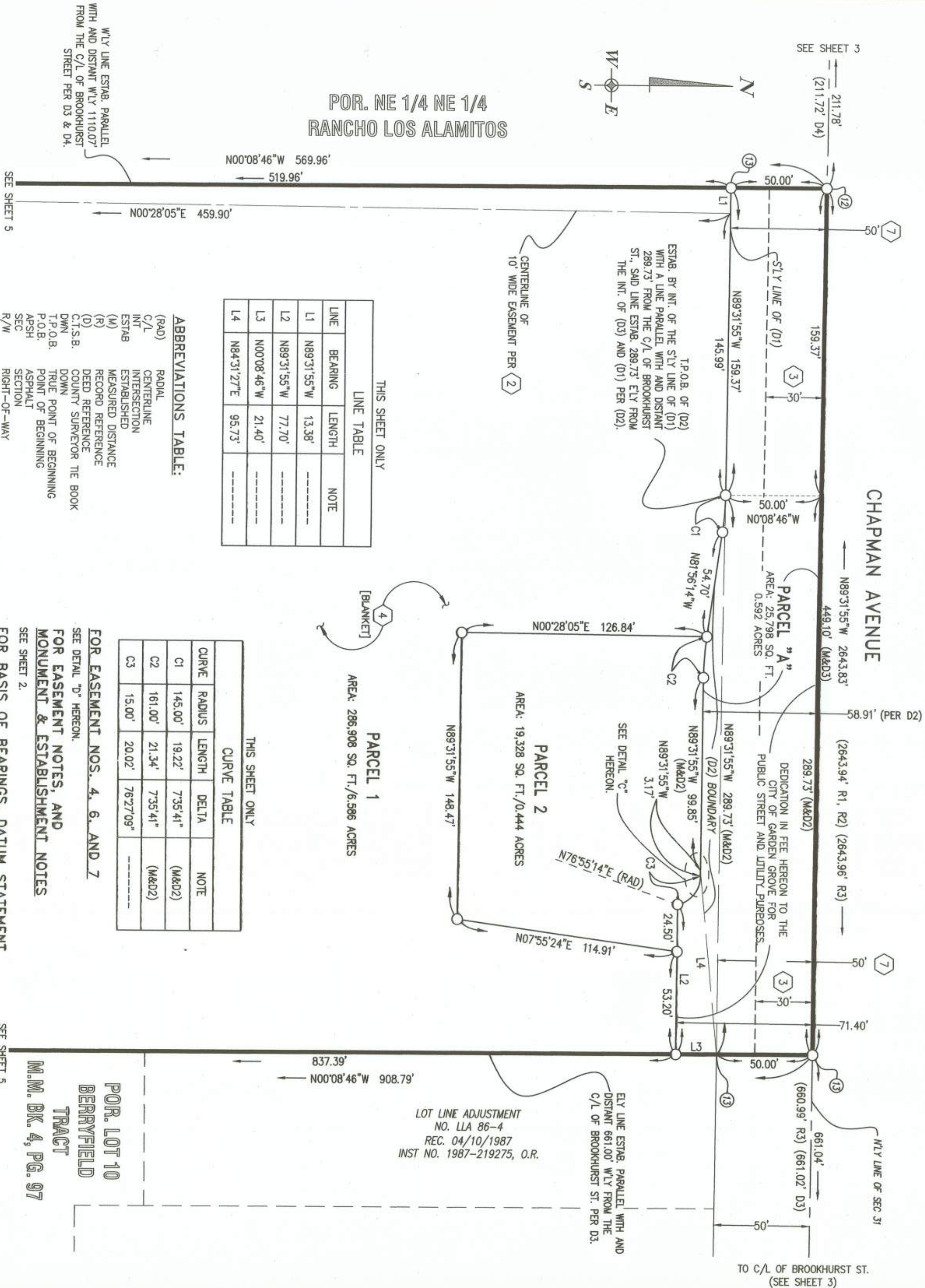
ABBREVIATIONS TABLE:

- (RAD) RADIAL
C/L CENTERLINE
INT INTERSECTION
ESTAB ESTABLISHED
(M) MEASURED DISTANCE
(R) RECORD REFERENCE
(D) DEED REFERENCE
C.T.S.B. COUNTY SURVEYOR THE BOOK
DWN DOWN
T.P.O.B. TRUE POINT OF BEGINNING
P.O.B. POINT OF BEGINNING
APSH ASPHALT
SEC SECTION
R/W RIGHT-OF-WAY

SHEET 4 OF 5 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2020-174
2 NUMBERED PARCELS
1 LETTERED PARCEL
TOTAL ACREAGE: 7.622 ACRES GROSS
7.030 ACRES NET
DATE OF SURVEY: FEBRUARY, 2021
SCALE: 1" = 40'

PARCEL MAP NO. 2020-174

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
PBLA SURVEYING, INC.
PETER E. WEILBACHER, PLS 8403
FEBRUARY 2021



THIS SHEET ONLY

LINE	BEARING	LENGTH	NOTE
L1	N89°31'55"W	13.38'	
L2	N89°31'55"W	77.70'	
L3	N00°08'46"W	21.40'	
L4	N84°31'27"E	95.73'	

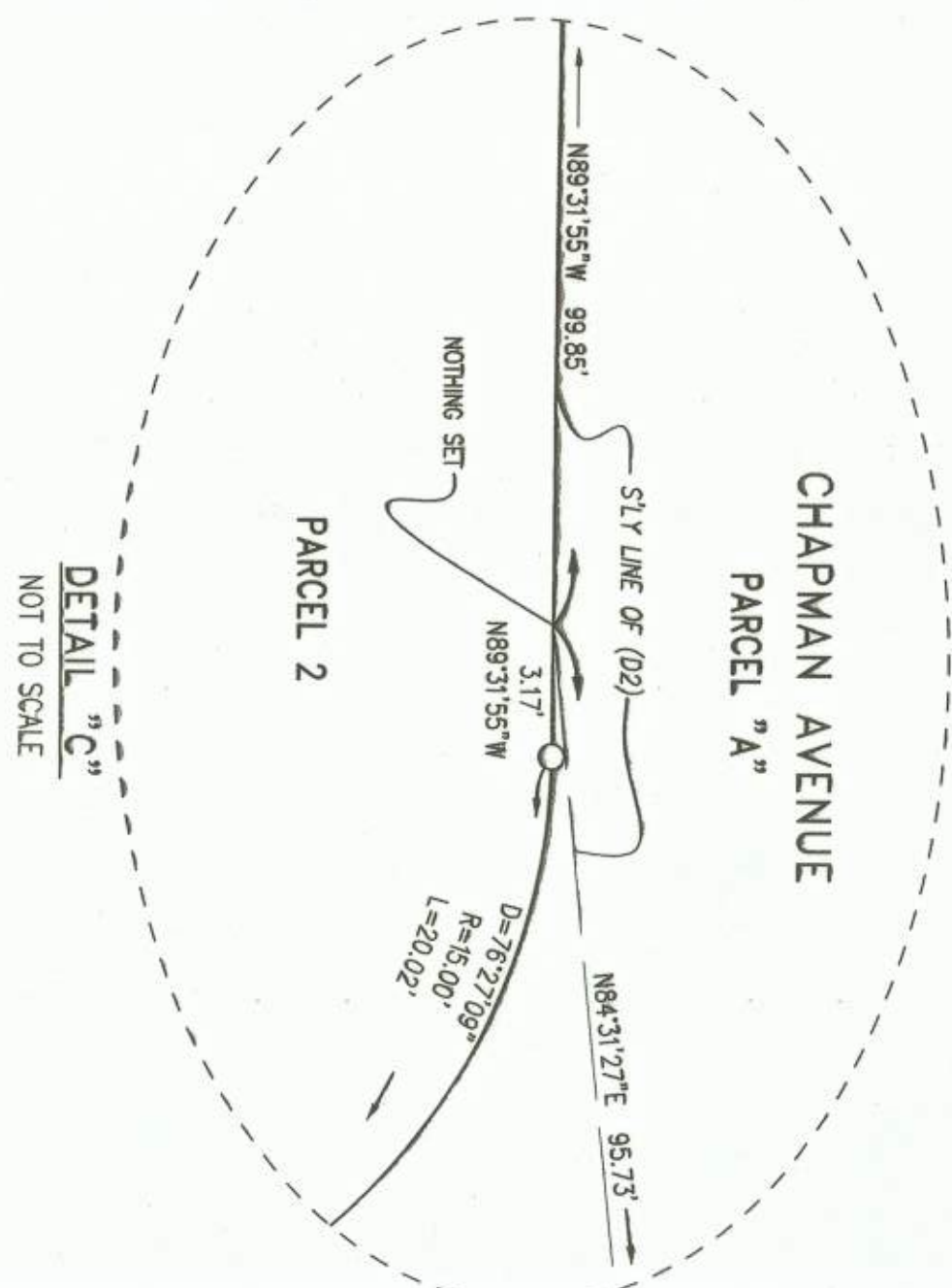
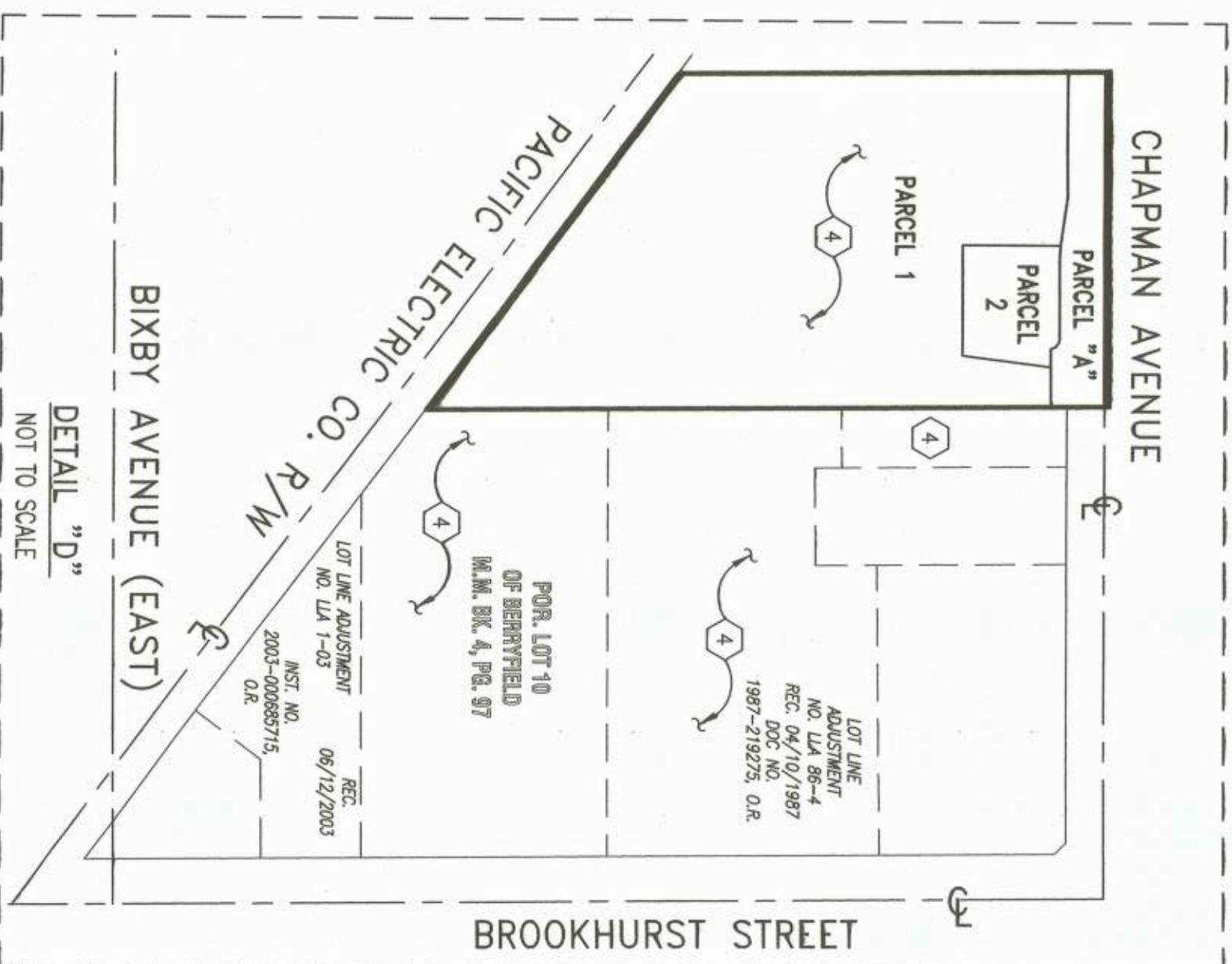
ABBREVIATIONS TABLE:

(RAD)	RADIAL
C/L	CENTERLINE
INT	INTERSECTION
ESTAB	ESTABLISHED
(M)	MEASURED DISTANCE
(R)	RECORD REFERENCE
(D)	DEED REFERENCE
C.T.S.B.	COUNTY SURVEYOR THE BOOK
DOWN	DOWN
T.P.O.B.	TRUE POINT OF BEGINNING
P.O.B.	POINT OF BEGINNING
APSH	ASPHALT
SEC	SECTION
R/W	RIGHT-OF-WAY

THIS SHEET ONLY

CURVE	RADIUS	LENGTH	DELTA	NOTE
C1	145.00'	19.22'	7°35'41"	(M&D2)
C2	161.00'	21.34'	7°35'41"	(M&D2)
C3	15.00'	20.02'	76°27'09"	

FOR EASEMENT NOS. 4, 6, AND 7
SEE DETAIL "D" HEREON.
FOR EASEMENT NOTES, AND
MONUMENT & ESTABLISHMENT NOTES
SEE SHEET 2.
FOR BASIS OF BEARINGS, DATUM STATEMENT
DEED REFERENCES & RECORD REFERENCES
SEE SHEET 3.



SHEET 5 OF 5 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2020-174
2 NUMBERED PARCELS
1 LETTERED PARCEL
TOTAL ACREAGE: 7.622 ACRES GROSS
DATE OF SURVEY: FEBRUARY, 2021
SCALE: 1" = 60'

PARCEL MAP NO. 2020-174

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
PBLA SURVEYING, INC.
PETER E. WEILBACHER, PLS 8403
FEBRUARY 2021

POR. NE 1/4 NE 1/4
SEC. 31 T.4S.
RANCHO LOS ALAMITOS

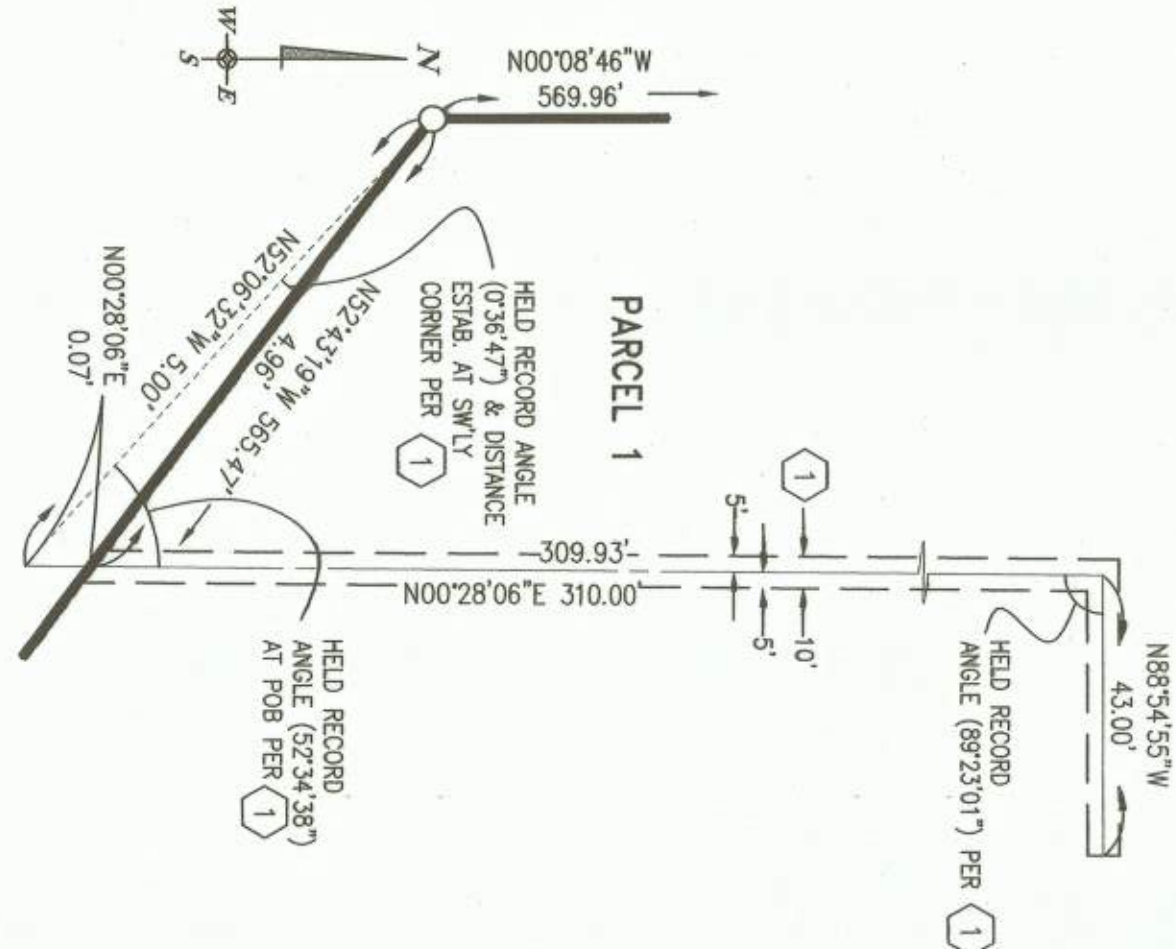
THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N37°16'41"E	42.25'
L2	N37°16'44"E	26.53'
L3	N00°08'46"W	22.39'
L4	N89°51'14"E	2.27'
L5	N00°08'46"W	18.50'
L6	N89°51'14"E	2.37'
L7	N89°21'43"W	2.29'
L8	N00°38'17"E	14.00'
L9	N00°08'46"W	39.77'

LOT LINE ADJUSTMENT
NO. LLA 86-4
REC. 04/10/1987
INST. NO. 1987-219275, O.R.

PARCEL 1
AREA: 286,908 SQ. FT./6.586 ACRES

POR. LOT 10
BERRYFIELD TRACT
M.M. BK. 4, PG. 97

DETAIL "E"
NOT TO SCALE



FOR EASEMENT NOTES, AND
MONUMENT & ESTABLISHMENT NOTES
SEE SHEET 2.
FOR BASIS OF BEARINGS, DATUM STATEMENT
DEED REFERENCES & RECORD REFERENCES
SEE SHEET 3.

ABBREVIATIONS TABLE:

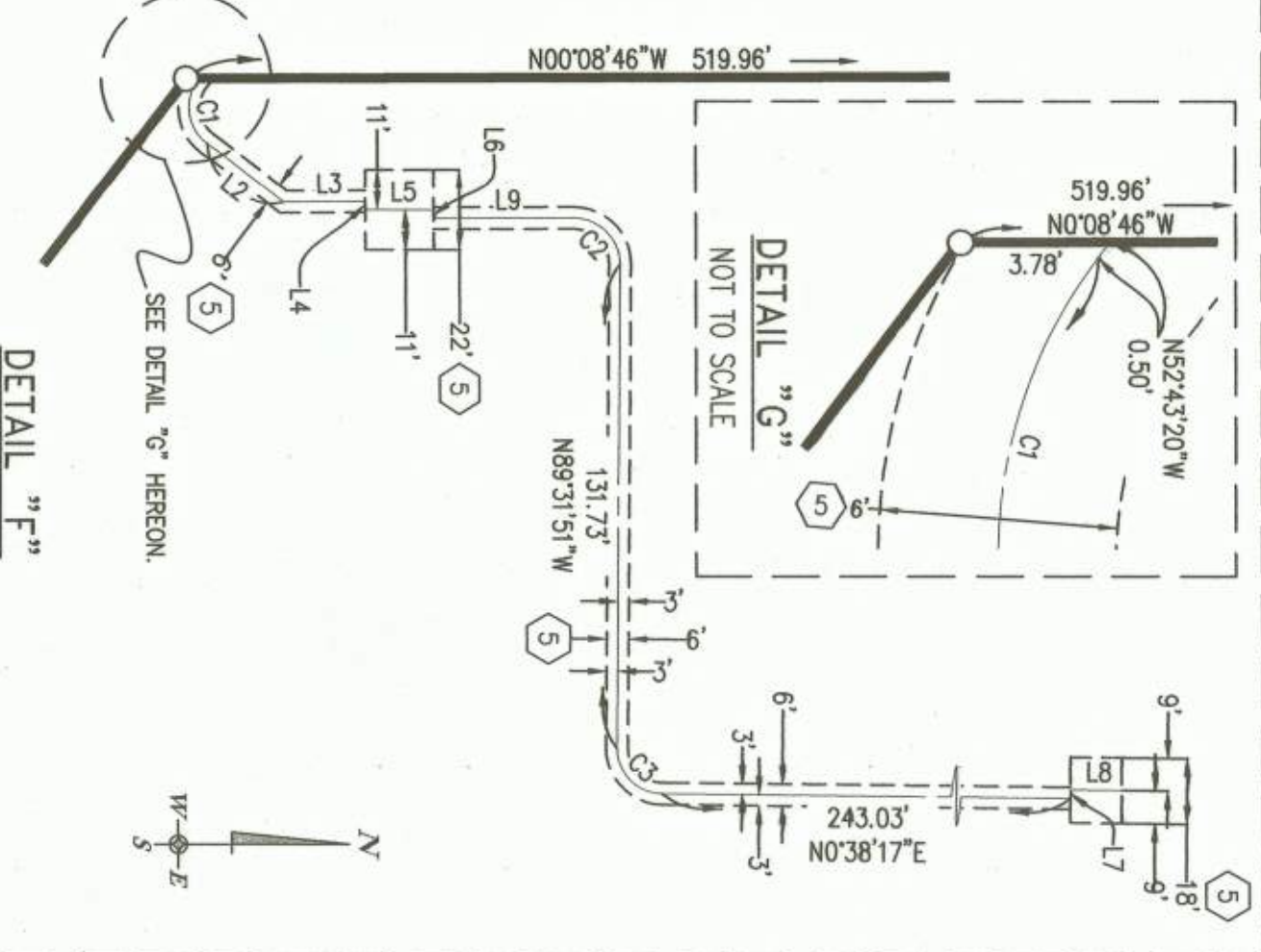
(RAD) RADIAL
C/L CENTERLINE
INT INTERSECTION
ESTAB ESTABLISHED
(M) MEASURED DISTANCE
(R) RECORD REFERENCE
(D) DEED REFERENCE
C.S.B. COUNTY SURVEYOR TIE BOOK
D.M. DOWN
T.P.O.B. TRUE POINT OF BEGINNING
P.O.B. POINT OF BEGINNING
APSH ASPHALT
SEC SECTION
R/W RIGHT-OF-WAY

THIS SHEET ONLY			
CURVE	RADIUS	LENGTH	DELTA
C1	12.50'	19.63'	89°59'56"
C2	12.50'	19.77'	90°36'55"
C3	12.50'	19.60'	89°49'52"

LOT LINE ADJUSTMENT NO. LLA 1-03
REC. 06/12/2003
INST. NO. 2003-000685715, O.R.

TO C/L OF BROOKHURST ST.
(SEE SHEET 3)

DETAIL "F"
NOT TO SCALE



RESOLUTION NO. 6083-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING TENTATIVE PARCEL MAP NO. PM-2020-174 (REINSTATEMENT-2024) FOR A PROPERTY LOCATED ON THE SOUTH SIDE OF CHAPMAN AVENUE, WEST OF BROOKHURST STREET, AT 9852 CHAPMAN AVENUE, ASSESSOR'S PARCEL NO. 133-111-20.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in a regular session assembled on February 15, 2024, hereby approves Tentative Parcel Map No. PM-2020-174 (Reinstatement-2024) to subdivide a 7.03-acre (306,411 square feet) property into two (2) parcels to create a new 0.45-acre (19,459 square feet) parcel for a drive-thru restaurant pad building at the Pavilion Plaza west shopping center for the property located on the south side of Chapman Avenue, west of Brookhurst Street, at 9852 Chapman Avenue, Assessor's Parcel No. 133-111-20. Tentative Parcel Map No. PM-2020-174 was originally approved in conjunction with Site Plan No. SP-096-2021, Conditional Use Permit No. CUP-200-2021, and Variance No. V-032-2021, which facilitated the construction of the Pavilion Plaza West shopping center.

BE IT FURTHER RESOLVED in the matter of Tentative Parcel Map No. PM-2020-174 (Reinstatement-2024) the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by SVAP II Chapman, LLC.
2. The applicant is requesting to reinstate the approval of Tentative Parcel Map No. PM-2020-174 to subdivide a 7.03-acre (306,411 square feet) property into two (2) parcels to create a new 0.45-acre (19,459 square feet) parcel for a drive-thru restaurant pad building at the Pavilion Plaza West shopping center. Tentative Parcel Map No. PM-2020-174 was originally approved in conjunction with Site Plan No. SP-096-2021, Conditional Use Permit No. CUP-200-2021, and Variance No. V-032-2021, which facilitated the construction of the Pavilion Plaza West shopping center. No changes to the previously approved Project are proposed.
3. On February 18, 2021, the Planning Commission adopted Resolution No. 6018-21 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the CEQA Guidelines, California Code of Regulations, Title 14, Sections 15000 et seq. The Planning Commission hereby determines that the potential environmental impacts of the Project were analyzed in the Mitigated Negative Declaration for the Project adopted by the Planning Commission on February 18, 2021 and that no further environmental review pursuant to

CEQA is required pursuant to Section 21166 of the Public Resources Code and Section 15162 of the CEQA Guidelines.

4. The property has a General Plan Land Use Designation of Residential/Commercial Mixed Use 2, and is zoned NMU (Neighborhood Mixed Use). The subject property is currently improved with an approximately 65,980 square foot shopping center, Pavilion Plaza West, in the form of a 3,500 square foot drive-thru restaurant pad building, an 11,200 square foot commercial multi-tenant pad building, and a 51,280 square foot multi-tenant commercial building.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by the City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on February 15, 2024, and all interested persons were given an opportunity to be heard.
8. Planning Commission gave due and careful consideration to the matter during its meeting on February 15, 2024.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.32.030 and Government Code Section 66412, are as follows:

FACTS:

The subject property is located on the west side of Brookhurst Street, south of Chapman Avenue, with frontage along Chapman Avenue. The site, approximately 7.03 acres (306,411 square feet), was previously developed with a 76,000 square foot, vacant grocery store building, formerly known as Vons Pavilion, which ceased operation in 2005. The subject site has a General Plan Land Use Designation of Residential/Commercial Mixed Use 2 and is zoned NMU (Neighborhood Mixed Use). The property abuts NMU zoned properties. The Pavilion Plaza shopping center and Southland Integrated Services medical building are located to the east of the subject site, the Sydney Plaza shopping center to the west, the Promenade shopping center to the north across Chapman Avenue, and a portion of the OCTA Pacific Electric Right-of-Way (ROW) to the south.

On February 18, 2021, the Planning Commission approved Site Plan No. SP-096-2021, to construct an approximately 65,980 square foot shopping center, Pavilion Plaza West, in the form of a 3,500 square foot drive-thru restaurant pad building, an 11,200 square foot commercial multi-tenant pad building, and a

51,280 square foot multi-tenant commercial building. The applicant also obtained approval of Conditional Use Permit No. CUP-200-2021 to operate and construct the drive-thru restaurant pad building, Variance No. V-032-2021 to deviate from the Title 9 Municipal Code Section 9.18.090.070.B (Neighborhood Mixed Use Zone Development Standards) requirement that the gross building footprint of a structure at ground level not exceed 40,000 square feet of contiguous floor area, and Tentative Parcel Map No. PM-2020-174 to subdivide the 7.03-acre (306,411 square feet) property into two (2) parcels to create a new 0.45-acre (19,459 square feet) parcel for the drive-thru restaurant pad building. The project included site improvements, such as new parking and drive aisles, landscaping, and trash enclosures to comply with the requirements of Title 9 of the Municipal Code.

As a part of the approval in 2021, the project was reviewed and an Initial Study report and Mitigated Negative Declaration (IS/MND) was prepared pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). A Mitigation Monitoring and Reporting Program (MMRP) was prepared for the project.

Construction of the Pavilion Plaza West shopping center began in 2021, prior to the end of the two (2) year expiration date for the land use entitlements, as established by the Conditions of Approval. To date, all commercial buildings and site improvements have been constructed, and the majority of the tenant spaces are now occupied. Thus, the Site Plan, Conditional Use Permit, and Variance approvals for the project have now been exercised. However, since approval of the land use entitlements for the project, the applicant has continued to work with the County of Orange and the Garden Grove Engineering Division to finalize Tentative Parcel Map No. PM-2020-174. Due to the COVID-19 global pandemic, there have been delays in the process; however the final parcel map is near completion. Therefore, the applicant is requesting to reinstate the tentative parcel map approval in order to finalize the parcel map for the drive-thru restaurant pad building, which is currently in operation by Habit Burger Grill, since it has been more than two (2) years since the tentative parcel map was originally approved.

As part of the approval to reinstate the tentative parcel map, all conditions of approval as originally approved in February 2021 by Resolution No. 6018-21 will continue to apply for the life of the project.

FINDINGS AND REASONS:

TENTATIVE PARCEL MAP

1. The proposed map is consistent with the General Plan.

The property has a land use designation of Residential/ Commercial Mixed Use 2 and is zoned NMU. The General Plan adopted the Residential/Commercial Mixed Use 2 Land Use designation in 2008 to help revitalize these areas that surround the shopping centers near the intersection of Brookhurst Street and Chapman Avenue. The City of Garden Grove adopted mixed-use zoning, including the NMU zone, to implement the General Plan Land Use designation of Residential/Commercial Mixed Use 2. The project will further the City's General Plan Goal LU-1, which strives to establish a well-planned community with sufficient land uses and intensities to meet the needs of anticipated growth and achieve the community's vision. Policy LU-1.4 encourages a wide variety of retail and commercial services, such as restaurants and cultural arts/entertainment, in appropriate locations. Policy LU-1.5 also encourages active and inviting pedestrian-friendly street environments that include a variety of uses within commercial and mixed-use areas. Finally, Policy LU-1.8 encourages the design of new commercial developments as integrated centers, rather than as small individual strip developments. In accordance with the State Subdivision Map Act, the applicant is requesting to subdivide the existing property into two (2) lots for the existing drive-thru pad building to be situated on its own separate lot. The Tentative Parcel Map is in conformance with the City's General Plan, the zoning requirements, the City's Subdivision Ordinance, and the State's Subdivision Map Act for this site. Subdividing the subject lot into two parcels, complies with Title 9, Zoning Code NMU development standards for the minimum lot area requirement of 15,000 square feet and minimum lot width requirement of 75'-0". In addition, the Residential/Commercial Mixed Use 2 Land Use designation allows a Floor Area Ratio (FAR) of 0.50 for non-residential uses. As a result of the subdivision, the parcels will comply with the FAR threshold. Therefore, the proposed map is consistent with the City's adopted General Plan.

2. The design and improvement of the proposed subdivision are consistent with the General Plan.

The property has a land use designation of Residential/ Commercial Mixed Use 2 and is zoned NMU. In accordance with the State Subdivision Map Act, the applicant is requesting to subdivide the existing property into two (2) lots for the existing drive-thru pad building to be situated on its own separate lot. The Tentative Parcel Map is in conformance with the City's General Plan, the zoning requirements, the City's Subdivision Ordinance, and the State's Subdivision Map Act for this site. Subdividing the subject lot into two parcels, complies with Title 9, Zoning Code NMU development standards for the minimum lot area requirement of 15,000 square feet and minimum lot width requirement of 75'-0". In addition, the Residential/Commercial Mixed Use 2 allows a Floor Area Ratio (FAR) of 0.50 for non-residential uses. As a result of

the subdivision, the parcels will comply with the FAR threshold. In addition, the project meets all other Municipal Code requirements, including parking, setbacks and landscaping. Therefore, the proposed map is consistent with the City's adopted General Plan.

3. The site is physically suitable for the proposed type of development.

Approval of the Tentative Parcel Map to subdivide the existing property into two (2) lots for the purpose of constructing the drive-thru restaurant pad building on its own separate lot is suitable for shopping centers. The NMU zone requires a minimum lot size of 15,000 square feet and has a minimum lot width requirement of 75'-0". Parcel 1, approximately 6.59 acres (286,952 square feet), is developed with a 51,280 square foot in-line commercial multi-tenant building toward the rear of the site and an 11,200 square foot commercial multi-tenant pad building fronting Chapman Avenue. Parcel 2, approximately 0.45 acres (19,459 square feet), is developed with a 3,500 square foot drive-thru pad building. After the subdivision, each parcel will meet the minimum lot size and lot width required by the NMU zone. Therefore, the site is physically suitable for the proposed type of development.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Per the Initial Study report and Mitigated Negative Declaration (IS/MND) previously prepared pursuant to the California Environmental Quality Act (CEQA), the improvements are not anticipated to impact any existing fish or wildlife habitat. Moreover, the subject site is located in a developed urban area.

5. The requirements of the California Environmental Quality Act have been satisfied.

In 2021, the project was reviewed and an Initial Study report and Mitigated Negative Declaration (IS/MND) was previously prepared pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). Based on the Initial Study and supporting technical analyses, it was determined that all potentially adverse environmental impacts can be mitigated to a level of less than significant. On this basis, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) have been prepared.

6. The site is physically suitable for the proposed density of the development.

The subject site has a Land Use designation of Residential/Commercial Mixed Use 2 and is zoned NMU. Both the Land Use designation and zone allow a maximum Floor Area Ratio (FAR) of 0.50 for non-residential uses. The project is an integrated shopping center with a total building floor area of 65,980 square feet, and a total lot size of 306,411 square feet, resulting in an FAR for this project of 0.2, which complies with the requirements of the Municipal Code. As a result of the subdivision, the parcels will comply with the FAR threshold. Therefore, the site is physically suitable for the proposed density of the development.

7. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

In 2021, the City's Public Works Department, Community Development Department, Police Department, and Orange County Fire Authority, reviewed the development, and have previously applied conditions of approval to minimize against any potential impacts. The conditions of approval for on- and off-site improvements will safeguard the public health. As long as the conditions of approval are adhered to for the life of the project, the design of the subdivision, and the improvements, are not likely to cause serious public health problems.

8. The design of the subdivision and the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.

The design of the subdivision and the improvements will not conflict with easements of record, or easements established by court judgment acquired by the public at large for access through or use of property within the proposed subdivision. The project has been designed to avoid development over existing easements.

9. The design and improvement of the proposed subdivision are suitable for the uses proposed, and the subdivision can be developed in compliance with the applicable zoning regulations.

The subject site is zoned NMU, which allows for commercial shopping centers. The property currently consists of one (1) parcel. As a result of the subdivision, Parcel 1, approximately 6.59 acres (286,952 square feet), is

developed with a 51,280 square foot in-line commercial multi-tenant building toward the rear of the site and an 11,200 square foot commercial multi-tenant pad building fronting Chapman Avenue, and Parcel 2, approximately 0.45 acres (19,459 square feet), is developed with a 3,500 square foot drive-thru pad building. After the subdivision, each parcel will meet the minimum lot size of 15,000 square feet, and lot width of 75'-0", as required by the NMU zone. Additionally, the development was designed to comply with the development standards of the NMU zone, and complies with the required parking, setbacks, and landscaping. Therefore, the design and improvement of the proposed subdivision are suitable for the existing uses, and the subdivision can be developed in compliance with the applicable zoning regulations.

10. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision (Gov. Code Sec. 66473.1).

To the extent feasible, the project has been designed in accordance with Government Code Section 66473.1, such as to allow for passive or natural heating opportunities in the subdivision design, to encourage the orientation of structures to take advantage of shade and prevailing breezes, to allow solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

11. The design, density and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs of City residents and available fiscal and environmental resources.

The development consists of a shopping center on property that has historically been commercially used. The property has a Residential/Commercial Mixed Use 2 Land Use designation and is zoned NMU. Thus, approval of the proposed Tentative Parcel Map will not affect the housing needs of the region, public service needs, or available fiscal and environmental resources.

12. That the character of the subdivision is compatible with the design of existing structures and that the lot sizes of the subdivision are substantially the same as the lot sizes within the general area.

As approved in 2021, the request included the demolition of a 76,000 square foot, vacant grocery store building to construct an approximately 65,980 square foot shopping center. Approval of the Tentative Parcel Map is to subdivide the existing property into two (2) lots for the drive-thru restaurant

pad building to be located on its own separate lot. Parcel 1, approximately 6.59 acres (286,952 square feet), will be developed with the existing 51,280 square foot in-line commercial multi-tenant building and the existing 11,200 square foot commercial multi-tenant pad building while Parcel 2, approximately 0.45 acres (19,459 square feet), will be developed with existing 3,500 square foot drive-thru pad building. The buildings, along with the associated site improvements, were designed to comply with the zoning code requirements, and are architecturally compatible with the surrounding area. Moreover, the proposed parcels are substantially similar in size to those within the general area.

13. The subject property is not located within a state responsibility area or a very high fire hazard severity zone, the proposed is served by local fire suppression services, and the proposed subdivision meets applicable design, location, and ingress-egress requirements.

The development has been reviewed by the Orange County Fire Authority and meets all applicable design, location, and ingress-egress requirements. The subject property is not located within a state responsibility area or a very high fire hazard severity zone.

14. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on- and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

The development was previously reviewed by the City's Public Works, Water Services Division, to ensure compliance with applicable requirements by the California Regional Water Quality Control Board. Conditions of Approval were previously included to ensure that the sewer system meets all requirements and that all on- and off-site improvements ensure the permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Tentative Parcel Map possesses characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.32.030 and 9.40.060 and the Subdivision Map Act.

2. The overall development and subsequent occupancy and operation of the site shall be subject to those environmental mitigation measures identified in the Mitigated Negative Declaration, which are summarized in the Mitigation Monitoring and Reporting Program, Exhibit "A", attached to Resolution No. 6018-21.
3. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the Conditions of Approval, Exhibit "B", attached to Resolution No. 6018-21, shall continue to apply to Tentative Parcel Map No. PM-2020-174 (Reinstatement-2024).

Adopted this 15th day of February 2024

ATTEST:

/s/ JOSH LINDSAY
CHAIR

/s/ ROSEMARIE JACOT
RECORDING SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, ROSEMARIE JACOT, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on February 15, 2024, by the following vote:

AYES:	COMMISSIONERS:	(6)	ARBGAST, CUEVA, LARICCHIA, LINDSAY, PAREDES, RAMIREZ
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(1)	CUNNINGHAM

/s/ ROSEMARIE JACOT
RECORDING SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is March 7, 2024.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Appropriation of Fiscal Year 2023-24 Public Safety Realignment and Post-Release Community Supervision funds. (<i>Action Item</i>)		
		Date:	3/26/2024

OBJECTIVE

To obtain City Council approval to use funding allocated by the State for Public Safety Realignment and Post-Release Community Supervision, and to appropriate these funds for FY 2023-24 budget.

BACKGROUND

Assembly Bill 109, titled "2011 Realignment Legislation Addressing Public Safety," became effective on July 1, 2011, and provided for the enactment of the "2011 Post-release Community Supervision Act" (herein after referred to as "AB 109"). AB 109 requires that certain offenders be released into the community under the supervision of a designated county agency (Orange County Probation).

Prior to this legislation, these offenders would have either remained incarcerated in State prison or been released under the supervision of State Parole. AB 109 shifted the burden of "supervision" from the State to local law enforcement agencies.

DISCUSSION

Garden Grove received an allocation of approximately \$194,022 in FY 2023-24 State AB 109 funding for local law enforcement agencies. Additional FY 2023-24 growth funds may also be disbursed to the city after July 1, 2024, but the amount will not be known until the disbursement is made. This funding provides additional resources for local law enforcement services, and supplanting is prohibited by statute.

FINANCIAL IMPACT

AB 109 funds will supplement the City's public safety related funding needs, and there is no matching requirement for using such funds.

RECOMMENDATION

It is recommended that the City Council:

- Authorize additional appropriation in the Police Department's operating budget for FY 2023-24 in the amount of AB 109 funding allocated to the City for approximately \$194,022, and unspent FY2023-24 AB 109 funding be carried over to the future fiscal year.

by: C. Cibosky
Police Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
AB109 BOS Approved FY2023-24 LLE Allocation	3/6/2024	Backup Material	AB109_BOS_Approved_6.27.23_Attachment_M_LLE_Allocation.pdf

Community Corrections Partnership (AB 109)

County Local Revenue 2011 (Fund 100, Department 003, Budget Control 090)

On February 23, 2023, the Community Corrections Partnership (CCP) unanimously approved the allocation and distribution of the 2 percent of base funding received to the Local Law Enforcement at the entity level for the 2011 Public Safety Realignment (AB 109). The 2 percent allocation is estimated at \$2,446,687 based on the State's January Proposed budget. The basis of the following estimated allocations is current State estimates multiplied by approved allocation percentages:

Detail for Local Law Enforcement Allocation for FY 2023/24

City/Agency	2022 PCS Average	Allocation %	Estimated Allocation
OCSD Contract Cities	78	8.72%	\$ 213,351
Anaheim	210	23.46%	573,993
Brea	3	0.34%	8,319
Buena Park	21	2.35%	57,497
Costa Mesa	26	2.91%	71,199
Cypress	7	0.78%	19,084
Fountain Valley	10	1.12%	27,403
Fullerton	52	5.81%	142,153
Garden Grove	71	7.93%	194,022
Huntington Beach	41	4.58%	112,058
Irvine	15	1.68%	41,104
La Habra	15	1.68%	41,104
La Palma	2	0.22%	5,383
Laguna Beach	3	0.34%	8,319
Los Alamitos	1	0.11%	2,691
Newport Beach	6	0.67%	16,393
Orange	41	4.58%	112,058
Placentia	15	1.68%	41,104
Santa Ana	218	24.34%	595,524
Seal Beach	1	0.11%	2,691
Tustin	24	2.68%	65,571
Westminster	35	3.91%	95,665
Total	895	100.00%	\$ 2,446,686

Note: Totals may not foot due to rounding.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 3/26/2024
from the meeting held on
February 27, 2024. (*Action
Item*)

Attached are the minutes from the meeting held on February 27, 2024, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	3/20/2024	Minutes	cc-min_02_27_2024.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, February 27, 2024

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

CONVENE MEETING

At 6:35 p.m., Mayor Jones convened the meeting.

ROLL CALL PRESENT: (7) Council Members Brietigam, O'Neill, DoVinh,
Klopfenstein, Nguyen-Penaloza, Mayor Pro
Tem Tran, Mayor Jones

ABSENT: (0) None

INVOCATION

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

INFORMATION ON THE 49TH ANNUAL AMERICANA AWARDS AS PRESENTED BY
HOWARD KUMMERMAN, EXECUTIVE DIRECTOR OF CYPRESS COLLEGE
FOUNDATION (F: 90.3)

ORAL COMMUNICATIONS

Speaker: Aaron Leal

RECESS

At 6:46 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 6:52 p.m., Mayor Jones reconvened the meeting with all City Council Members present.

ACCEPTANCE OF PROJECT NO. CP1205000 – MAGNOLIA RESERVOIRS AND
BOOSTER PUMP STATION REHABILITATION PROJECT AS COMPLETE
(F: 92.PROJ.7402)

It was moved by Council Member Brietigam, seconded by Council Member Klopfenstein that:

Project No. CP1205000 - Magnolia Reservoirs and Booster Pump Station Rehabilitation Project be accepted as complete;

The City Manager be authorized to execute the Notice of Completion of Public Improvement and Work; and

The Finance Director be authorized to release the retention payment when appropriate to do so.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, DoVinh, Klopfenstein,
Nguyen-Penaloza, Tran, Jones
Noes: (0) None

APPROVAL OF THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH STRIVE HEALTH FOR OFFICE SPACE LOCATED AT 12966 EUCLID STREET, GARDEN GROVE (F: 55-Strive Health)

It was moved by Council Member Brietigam, seconded by Council Member Klopfenstein that:

The First Amendment to the Strive Health Lease Agreement, be approved; and

The City Manager be authorized to execute the First Amendment, including any minor modifications as appropriate, and any other pertinent documents necessary to effectuate and/or implement the First Amendment, on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, DoVinh, Klopfenstein,
Nguyen-Penaloza, Tran, Jones
Noes: (0) None

APPROVAL OF A COOPERATIVE AGREEMENT FOR EUCLID STREET CORRIDOR
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT (CP1325000)
(F: 100.PROJ.CP1325000) (F: 55-City of La Habra)

Following staff introduction, and City Council comments, it was moved by Council Member Brietigam, seconded by Council Member Klopfenstein that:

The Cooperative Agreement, with an estimated cost of \$286,377, with the City of La Habra as the lead agency and to include the cities of Fullerton, Anaheim, Santa Ana, and Fountain Valley for the Euclid Street Corridor Traffic Signal Synchronization Project (CP1325000), be approved; and

The City Manager be authorized to execute the Cooperative Agreement on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, DoVinh, Klopfenstein,
Nguyen-Penaloza, Tran, Jones

Noes: (0) None

SECOND READING AND ADOPTION OF ORDINANCE NO. 2952 (F: 128.5A)
(F: 20.GPA-001-2023)

(It was moved earlier in the meeting by Council Member Brietigam, seconded by Council Member Klopfenstein and approved unanimously that full reading of the ordinances listed be waived.)

Following introduction by City Attorney Sandoval, it was moved by Council Member O'Neill, seconded by Council Member Nguyen-Penaloza that:

Ordinance No. 2952 entitled: An Ordinance of the City Council of the City of Garden Grove approving Zoning Amendment No. A-036-2023 to amend the City's official zoning map to change the zoning designation of properties located at 13252 Brookhurst Street and 10052 Central Avenue and identified as Assessor's Parcel Nos. 099-031-01, 099-031-02, 099-031-008, and 099-031-09 from C-1 (Neighborhood Commercial) and R-2 (Limited Multiple Residential) to R-3 (Multiple-Family Residential), be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, DoVinh, Klopfenstein,
Nguyen-Penaloza, Tran, Jones

Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

UPDATE ON THE CIVIC CENTER REVITALIZATION PROJECT AS REQUESTED BY CITY MANAGER KIM (F: 48.11)

Consultants Craig Beck and the Edgemore Team provided a PowerPoint presentation that reviewed the current progress for the Public Safety Building. Phase 1 and Phase 2 for the project have been completed, and Phase 3 is scheduled to be completed in March and is in process with finalizing the design, entering negotiations to select a developer, and financing the project; the construction phase will start in April 2024 through December 2025 with the operational move in to begin in January 2026.

The Design Principles have been identified for the Police Building, Parking Structure, and the Park with the Key Principles to include: Operational Efficiency, Maintainability, Campus-Style Site and a Statement Building; with the outcomes to foster a connected community, increased productivity, retention and recruitment, and long term affordability.

The Building concept selection and upcoming design advancement is in progress and includes the refinement of an architectural statement; the material selection, the building height confirmation, and the public entry design.

Programming Advancement leverages diagramming tools, established weekly representatives with the Garden Grove Police Department to refine building layout and operation, and includes a full department summit to ensure a wide range of feedback. The public access areas will be easily accessible from Acacia Parkway and will have a lobby, the Emergency Operation Command and community room, the Police Memorial and public parking. The park design is circular with an outer promenade and central green space.

The Environmental Quality Act, the Conditional Use Permit, the onboarding of Dudek to address the pond and a Wildlife Management plan is complete. There were eleven community engagement events between March 2023 through December 2023 with approximately 2000 people in attendance and approximately 300 comment cards were received. The December outreach summary included the Tree Lighting Event and Pop Up Booth held December 2, 2023; and the Open House – Town Hall event was held on December 6, 2023. The Upcoming events include the Small Business Outreach Event on March 5, 2024, the March 7, 2024, Clementine Trolley display, and the March 9, 2024 Art in the Park at the Village Green Park.

Project Financing is primarily from the Lease Revenue Bonds approved jointly by the City Council and Public Financing Authority. Fieldman Rolapp & Associates were hired as primary advisors for project financing; the project funding is projected at \$152 million; the preliminary project estimate was not within the affordability limit, however, a value engineering exercise reduced costs by \$10 million to achieve

affordability. The pricing trends indicate construction labor wages have increased by 4.3 percent over the past 12 months with prices remaining high for disrupted materials, and prices for select materials declined in recent months due to overstocking with metals and glass prices holding.

Council Member DoVinh suggested using AI construction management software to stay on top of project costs, and that bollards be installed to prevent anyone from driving onto the public safety grounds.

Council Member Klopfenstein is pleased with the progress to date and appreciates the continuing community outreach that is crucial for residents to feel they have a seat at the table for this very historic project for our downtown area. She commented that this Public Safety Building will be an anchor for the entire Civic Center, which is very exciting. She asked for the community events coming up be published on social media that can be shared with all stakeholders. She expressed importance of touch points throughout the city for this project to bring awareness and an opportunity for residents to provide feedback.

Council Member O'Neill expressed his thanks for the presentation and his confidence in the financing and design of the project. He stressed the importance for the subcontractors to be held accountable for the timeline and that they order materials immediately upon entering into a construction contract.

Council Member Brietigam expressed his excitement to see this project come to fruition after these many years in need of a new Public Safety facility. He stressed the importance for including a catwalk in the roof design for officers' safety.

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER (Continued)

Council Member Brietigam noted the opening day parade for baseball was held over the weekend, and the grand opening for Animalia Pet Supplies on Valley View that offers discount brands for pets.

Council Member O'Neill cautioned drivers to drive at safe speeds especially around schools and parks, noting that baseball season for kids has started. He encouraged changing batteries on smoke detectors. He noted that the playground equipment is being installed at Magnolia Park.

Mayor Pro Tem Tran praised the students from the Garden Grove Unified School District who were recently recognized for their achievements. She noted, for the benefit of the residents, that the City Council recently held a retreat study session to discuss council priorities, with one of the main priorities identified as infrastructure. She thanked Shawn Park for following up on a resident complaint regarding a code enforcement violation. She announced the one year anniversary

of the Uni Japanese Restaurant coming up on Saturday and encouraged everyone to come by for a free drink.

Council Member DoVinh noted that he attended the Garden Grove Unified School District's State of the District, which was an impressive event with many performances by the students. He noted that the council reaffirmed the priorities at the recent retreat study session from last year and that the priorities identified as Tier 1 and Tier 2 were condensed as each of the priorities are equally important with many of the goals stated in last year's study session were achieved. He is happy that cultural events are a priority with events coming up in the near future.

Council Member Klopfenstein noted the opening day baseball parades, one for Youth Baseball on the west side of Garden Grove, and Pony Baseball in District 5 held over the weekend; and the Garden Grove Unified School District State of the Unified with Superintendent Dr. Mafi, the teachers, and hundreds of students being recognized for their accomplishments, which aligns with the City's motto of "Youth and Ambition." She stated that the future is bright here in Garden Grove. She reminded those who wish to participate in having a Trespass Letter notarized, to come to Coastline Community College on Euclid Street on Thursday, February 29, 2024; more information can be found on the Garden Grove Chamber of Commerce website and on Council Member Klopfenstein's facebook page.

Council Member Nguyen-Penaloza appealed to the public for donations through a Go Fund Me Account for five year old Luna Bui, a District 6 resident who is fighting liver cancer. She noted that we are a week away from the primaries and is concerned that there is not enough public awareness; she asked that the City work with the Registrar of Voters to ensure equity by having a vote center in every district for future elections.

City Manager Kim announced that the City of Garden Grove is one of 1800 cities, under Finance Director Song's leadership, that received the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for the Fiscal Year 2024-25 biennial budget. The award recognizes budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and best practices.

ADJOURNMENT

At 7:36 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting is scheduled on Tuesday, March 12, 2024, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 3/26/2024
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
01312024 warrants	3/20/2024	Warrants	01312024_Warrants.pdf
02012024 warrants	3/20/2024	Warrants	02012024_Warrants.pdf
02072024 warrants	3/20/2024	Warrants	02072024_warrants.pdf
02142024 warrants	3/20/2024	Warrants	02142024_warrants.pdf
02212024 warrants	3/20/2024	Warrants	02212024_warrants.pdf



City of Garden Grove
Certificate of Warrants
Register Dates:
01/31/2024

This is to certify the demands covered by Wire numbers 00002011 through 00002059, EFT numbers 00046799 through 00046852, check numbers 00692194 through 00692284, and check numbers 00692484 through 00692485 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check numbers 00692484 through 00692485 were additional checks dated 01/31/2024 printed after the 02/01/2024 housing warrants were processed; as a result, these two checks were assigned numbers that fell after the housing warrants.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002011	V00034	HOME DEPOT CREDIT SERV	01/31/2024	\$7,257.98
00002012	V00686	FRONTIER COMMUNICATION	01/31/2024	\$1,375.91
00002013	V00819	VERIZON WIRELESS-LA	01/31/2024	\$18,950.47
00002014	V00805	SPECTRUM	01/31/2024	\$2,922.45
00002015	V00792	SO CALIF GAS CO	01/31/2024	\$20,091.95
00002016	V00792	SO CALIF GAS CO	01/31/2024	\$510.36
00002017	V00792	SO CALIF GAS CO	01/31/2024	\$17,517.62
00002018	V00792	SO CALIF GAS CO	01/31/2024	\$22,388.44
00002019	V00789	SO CALIF EDISON CO	01/31/2024	\$17,337.31
00002020	V00789	SO CALIF EDISON CO	01/31/2024	\$62,759.75
00002021	V00789	SO CALIF EDISON CO	01/31/2024	\$143,288.78
00002022	V00789	SO CALIF EDISON CO	01/31/2024	\$3,277.03
00002023	V00789	SO CALIF EDISON CO	01/31/2024	\$9,810.39
00002024	V00789	SO CALIF EDISON CO	01/31/2024	\$110.32
00002025	V00789	SO CALIF EDISON CO	01/31/2024	\$453.80
00002026	V00789	SO CALIF EDISON CO	01/31/2024	\$6,023.66
00002027	V00789	SO CALIF EDISON CO	01/31/2024	\$90.30
00002028	V00789	SO CALIF EDISON CO	01/31/2024	\$307.18
00002029	V00789	SO CALIF EDISON CO	01/31/2024	\$229.83
00002030	V02087	DELTA CARE USA	01/31/2024	\$5,147.94
00002031	V01539	DELTA DENTAL OF CALIFO	01/31/2024	\$2,703.54
00002032	V01539	DELTA DENTAL OF CALIFO	01/31/2024	\$13,783.40
00002033	V01596	PUBLIC EMPLOYEES' RETI	01/31/2024	\$595,320.12
00002034	V01596	PUBLIC EMPLOYEES' RETI	01/31/2024	\$729,383.90
00002035	V01596	PUBLIC EMPLOYEES' RETI	01/31/2024	\$761,715.88
00002036	V01596	PUBLIC EMPLOYEES' RETI	01/31/2024	\$200.00
00002037	V00732	THE LINCOLN NATIONAL L	01/31/2024	\$10,487.78
00002038	V00691	CITY OF GARDEN GROVE-W	01/31/2024	\$1,600,000.00
00002039	V02162	ORANGE COUNTY WATER DI	01/31/2024	\$6,986,054.40
00002040	V01579	ORANGE COUNTY FIRE AUT	01/31/2024	\$2,175,475.17
00002041	V00541	MUNICIPAL WATER DISTRI	01/31/2024	\$64,535.86
00002042	V02088	VISION SERVICE PLAN -	01/31/2024	\$7,727.20
00002043	V01545	CITY OF GARDEN GROVE-L	01/31/2024	\$70,577.31

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002044	V01545	CITY OF GARDEN GROVE-L	01/31/2024	\$167,807.66
00002045	V02724	DEPARTMENT OF THE TREA	01/31/2024	\$440,959.79
00002046	V01375	EMPLOYMENT DEVELOPMENT	01/31/2024	\$140,742.09
00002047	V02725	EMPOWER RETIREMENT, LL	01/31/2024	\$219,819.75
00002048	V02152	EXPERT PAY CHILD SUPPO	01/31/2024	\$2,496.44
00002049	V02091	MARYLAND CHILD SUPPORT	01/31/2024	\$343.38
00002050	V03351	WASHINGTON STATE SUPPO	01/31/2024	\$209.53
00002051	V02724	DEPARTMENT OF THE TREA	01/31/2024	\$322,912.26
00002052	V01375	EMPLOYMENT DEVELOPMENT	01/31/2024	\$101,636.06
00002053	V02725	EMPOWER RETIREMENT, LL	01/31/2024	\$128,571.28
00002054	V02152	EXPERT PAY CHILD SUPPO	01/31/2024	\$2,531.98
00002055	V02091	MARYLAND CHILD SUPPORT	01/31/2024	\$343.38
00002056	V03351	WASHINGTON STATE SUPPO	01/31/2024	\$209.53
00002057	PC000575	US BANK PCARD AUTO PAYMENT	01/31/2024	\$33,912.23
00002058	V00789	SO CALIF EDISON CO	01/31/2024	\$4,433.26
00002059	V00792	SO CALIF GAS CO	01/31/2024	\$3,809.12
00046799	V02157	CALIFORNIA STATE BOARD OF EQUALIZATION	01/31/2024	\$1,505.61
00046800	V02328	APPLEONE EMPLOYMENT SERVICES	01/31/2024	\$4,489.94
00046801	V03086	BAKER ELECTRIC & RENEWABLES LLC	01/31/2024	\$4,045.30
00046802	V01345	BORDER TIRE	01/31/2024	\$965.37
00046803	V00650	BUREAU VERITAS NORTH AMERICA, INC	01/31/2024	\$10,925.00
00046804	V03325	CALIFORNIA BARRICADE, INC.	01/31/2024	\$4,510.75
00046805	V01971	CALLYO 2009 CORP	01/31/2024	\$2,935.20
00046806	V02708	CHC: CREATING HEALTHIER COMMUNITIES	01/31/2024	\$30.00
00046807	V00476	CSG CONSULTANTS, INC	01/31/2024	\$47,855.00
00046808	V00281	DAVIS FARR, LLP	01/31/2024	\$20,020.00
00046809	V00078	DE NORA HOLDINGS US INC	01/31/2024	\$2,324.44
00046810	V00562	DOOLEY ENTERPRISES INC	01/31/2024	\$3,904.86
00046811	V00679	ENTERPRISE FLEET MGMT, INC	01/31/2024	\$4,563.32
00046812	V00305	EVIDENT CRIME SCENE PRODUCTS	01/31/2024	\$515.65
00046813	V01647	FLEETCREW, INC.	01/31/2024	\$350.00
00046814	OTV000879	GARDEN GROVE POLICE ASSOCIATION	01/31/2024	\$17,792.21
00046815	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	01/31/2024	\$3,610.00
00046816	V00218	GRAINGER	01/31/2024	\$6,181.11

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00046817	V00243	INDOFF, INC	01/31/2024	\$4,328.33
00046818	V00716	INTERVAL HOUSE	01/31/2024	\$1,606.50
00046819	V00415	INTERWEST CONSULTING GROUP	01/31/2024	\$3,757.50
00046820	V00531	IRV SEAVER MOTORCYCLES	01/31/2024	\$4,914.18
00046821	V00283	JIG CONSULTANTS	01/31/2024	\$180,910.41
00046822	V01286	JTB SUPPLY CO, INC	01/31/2024	\$150.08
00046823	V00722	KEYSER/MARSTON ASSOCIATES, INC	01/31/2024	\$73.75
00046824	V03158	INC. LEED ELECTRIC	01/31/2024	\$24,355.62
00046825	V03050	MAYER PRINTERS	01/31/2024	\$662.29
00046826	V02752	MICHAEL BAKER INTERNATIONAL, INC.	01/31/2024	\$8,760.00
00046827	V02205	OCAPICA	01/31/2024	\$348.50
00046828	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	01/31/2024	\$9,882.90
00046829	V02602	OMEGA INDUSTRIAL SUPPLY INC	01/31/2024	\$602.95
00046830	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	01/31/2024	\$3,364.67
00046831	V00136	ORANGE COUNTY WELDING, INC	01/31/2024	\$6,769.00
00046832	V01041	PATRIOT DIAMOND, INC	01/31/2024	\$1,435.00
00046833	V00210	PEST OPTIONS, INC	01/31/2024	\$4,043.00
00046834	V02870	PLACEWORKS, INC.	01/31/2024	\$11,597.50
00046835	V00250	SIMPSON CHEVROLET OF GG	01/31/2024	\$605.70
00046836	V00384	STOMMEL, INC	01/31/2024	\$16,474.64
00046837	V00261	STRICTLY TECHNOLOGY, LLC	01/31/2024	\$528.69
00046838	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	01/31/2024	\$804.00
00046839	V03040	TRACY MILLER CONSULTING, INC.	01/31/2024	\$8,166.02
00046840	V01460	TRAUMA INTERVENTION PROGRAMS, INC	01/31/2024	\$5,158.50
00046841	V00591	U S ARMOR CORP	01/31/2024	\$43.10
00046842	V00826	WEST COAST ARBORISTS, INC	01/31/2024	\$19,290.00
00046843	V01474	WEX BANK	01/31/2024	\$2,240.40
00046844	V03066	WRENCH REBEL COLLISION, LLC	01/31/2024	\$11,292.35
00046845	V01736	PATRICIA L CAHILL	01/31/2024	\$31.50
00046846	V03185	VU TUAN CAI	01/31/2024	\$100.80
00046847	V03226	LLC CALVET FENCE	01/31/2024	\$1,600.00
00046848	V03336	COMPREHENSIVE PLANNING SERVICES	01/31/2024	\$7,800.00
00046849	V03009	FAGO, TRAVIS	01/31/2024	\$500.00
00046850	V03114	FIELDTEK ELECTRIC LLC	01/31/2024	\$3,997.57

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00046851	V03096	PERFORMANCE PICKLEBALL LLC	01/31/2024	\$226.80
00046852	V02089	SHANNON WAINWRIGHT	01/31/2024	\$553.85
00692194	V00635	ALL CITY MANAGEMENT SERVICES, INC	01/31/2024	\$13,424.20
00692195	OTV003225	ZAHRA ALMAHAYNI	01/31/2024	\$19,787.93
00692196	V01242	ALPHA TINT	01/31/2024	\$800.00
00692197	V00847	APWA	01/31/2024	\$3,972.00
00692198	V03021	ARDURRA GROUP, INC.	01/31/2024	\$3,000.00
00692199	V03021	ARDURRA GROUP, INC.	01/31/2024	\$23,071.60
00692200	V00864	ASSOCIATED SOILS ENGINEERING, INC	01/31/2024	\$5,945.00
00692201	V00033	AT&T CORP	01/31/2024	\$13,789.50
00692202	V00145	AUTONATION FORD TUSTIN	01/31/2024	\$603.38
00692203	V00391	AUTOZONE STORES, INC	01/31/2024	\$96.77
00692204	V00619	CITY OF TUSTIN HUMAN RESOURCES	01/31/2024	\$250.00
00692205	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	01/31/2024	\$5,216.00
00692206	V02871	DBS ADMINISTRATORS, INC.	01/31/2024	\$6,899.52
00692207	V03120	DEWEY PEST CONTROL	01/31/2024	\$195.00
00692208	V00184	DIAMOND ENVIRONMENTAL SERVICES	01/31/2024	\$375.91
00692209	V01540	DISABILITY MANAGEMENT EMPLOYER COALITION, INC	01/31/2024	\$230.00
00692210	V00682	EWING IRRIGATION PRODUCTS, INC	01/31/2024	\$837.95
00692211	V00336	EXCLUSIVE AUTO DETAIL	01/31/2024	\$444.00
00692212	V00684	EXPERIAN INFO SOLUTIONS, INC	01/31/2024	\$77.80
00692213	V00233	FACTORY MOTOR PARTS CO BIN 139107	01/31/2024	\$4,746.74
00692214	V01379	FIVESTAR RUBBER STAMP ETC, INC	01/31/2024	\$107.75
00692215	V02257	FRANCHISE TAX BOARD	01/31/2024	\$60.00
00692216	V00143	FRYE SIGN CO	01/31/2024	\$825.00
00692217	V00054	GALLS LLC	01/31/2024	\$1,515.27
00692218	V00588	GMS AUTOGLASS	01/31/2024	\$1,247.01
00692219	V01746	GMU GEOTECHNICAL, INC	01/31/2024	\$7,912.50
00692220	V00702	GRAFFITI PROTECTIVE COATINGS, INC	01/31/2024	\$31,480.00
00692221	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	01/31/2024	\$58,436.15
00692222	V00494	HARRIS & ASSOCIATES, INC	01/31/2024	\$4,910.50
00692223	V00602	HDL COREN & CONE	01/31/2024	\$12,735.00
00692224	V00711	HILL'S BROS LOCK & SAFE, INC	01/31/2024	\$2,122.59

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00692225	V02447	HUMAN OPTIONS	01/31/2024	\$6,173.51
00692226	V00182	INFOSEND, INC	01/31/2024	\$7,579.55
00692227	V00300	IPROMOTEU	01/31/2024	\$2,956.58
00692228	V01592	KELLY SPICERS INC.	01/31/2024	\$368.21
00692229	V00435	LANGUAGE LINE SERVICES	01/31/2024	\$50.76
00692230	V01073	LEAGUE OF CALIFORNIA CITIES	01/31/2024	\$38,731.00
00692231	V01563	LIFE-ASSIST, INC	01/31/2024	\$110.70
00692232	OTV002496	LQNN, INC	01/31/2024	\$150.00
00692233	V00737	MERCHANTS BLDG MAINT, LLC	01/31/2024	\$5,719.68
00692234	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	01/31/2024	\$750.00
00692235	V00365	MOMAR INC	01/31/2024	\$1,360.73
00692236	V00517	MONTGOMERY HARDWARE CO	01/31/2024	\$1,688.67
00692237	V00557	NATIONAL CONSTRUCTION RENTALS	01/31/2024	\$991.11
00692238	V01280	NATIONAL CREDIT REPORTING	01/31/2024	\$27.90
00692239	OTV003226	MICHELLE NGUYEN	01/31/2024	\$1,000.00
00692240	V00459	O'REILLY AUTO PARTS	01/31/2024	\$519.22
00692241	V00209	WHJ OCN,IND	01/31/2024	\$2,070.00
00692242	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	01/31/2024	\$50.00
00692243	V00750	ORANGE COUNTY CONSERVATION CORP	01/31/2024	\$9,919.00
00692244	V01649	ORANGE COUNTY TRANSIT AUTHORITY	01/31/2024	\$18,849.32
00692245	V00595	PACIFIC COAST CABLING, INC	01/31/2024	\$6,212.31
00692246	V00164	PACIFIC MEDICAL CLINIC	01/31/2024	\$500.00
00692247	V00701	PACIFIC MOBILE STRUCTURES, INC	01/31/2024	\$957.00
00692248	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	01/31/2024	\$15,063.20
00692249	V00010	PLUMBERS DEPOT, INC	01/31/2024	\$40.86
00692250	V02613	R.S. HUGHES COMPANY INC	01/31/2024	\$6,695.54
00692251	V02618	R3 CONSULTING GROUP	01/31/2024	\$1,947.50
00692252	OTV003228	HAITHAM RABADI	01/31/2024	\$1,000.00
00692253	V00396	RADI'S CUSTOM UPHOLSTER	01/31/2024	\$2,000.00
00692254	V00780	SAFETY 1st PEST CONTROL, INC	01/31/2024	\$725.00
00692255	V02896	SANTA ANA BLUE PRINT/SABP	01/31/2024	\$196.70
00692256	V02926	SCA OF CA, LLC	01/31/2024	\$94,536.59
00692257	V01438	SEHI COMPUTER PRODUCTS	01/31/2024	\$1,525.79
00692258	V01415	SOCAL AUTO & TRUCK PARTS INC	01/31/2024	\$5,010.73

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00692259	V00788	SOUTH COAST AQMD	01/31/2024	\$665.26
00692260	V00793	SOUTHERN CALIFORNIA GAS CO ML 711D	01/31/2024	\$2,854.35
00692261	V00367	SOUTHERN COMPUTER WAREHOUSE	01/31/2024	\$4,164.78
00692262	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	01/31/2024	\$1,633.38
00692263	V00160	SOUTHERN COUNTIES OIL COMPANY	01/31/2024	\$31,006.04
00692264	V00795	SPARKLETTS	01/31/2024	\$193.15
00692265	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	01/31/2024	\$25,249.53
00692266	V01616	STERICYCLE, INC	01/31/2024	\$982.85
00692267	V00570	STRADLING, YOCCA,CARLSON & RAUTH	01/31/2024	\$11,940.50
00692268	V00364	SUNBELT RENTALS	01/31/2024	\$3,748.78
00692269	V00801	TARGET SPECIALTY PRODUCTS, INC	01/31/2024	\$383.27
00692270	V01389	THE HOME DEPOT PRO	01/31/2024	\$6,637.39
00692271	V03355	THE RINKS-WESTMINSTER ICE	01/31/2024	\$453.60
00692272	V00212	THE SHERWIN-WILLIAMS CO	01/31/2024	\$111.65
00692273	V00804	THOMSON REUTERS- WEST	01/31/2024	\$2,302.96
00692274	V00809	TURBO DATA SYSTEMS, INC	01/31/2024	\$7,349.85
00692275	V00152	UNITED WATER WORKS, INC	01/31/2024	\$858.50
00692276	V01805	UNITED WELDING & FABRICATION, INC	01/31/2024	\$4,202.25
00692277	V01201	US BANK	01/31/2024	\$2,790.00
00692278	V03376	VACCARO, FRANK	01/31/2024	\$2,970.00
00692279	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	01/31/2024	\$3,877.82
00692280	V00823	WATERLINE TECHNOLOGIES, INC	01/31/2024	\$371.80
00692281	V00564	WEST COUNTY TIRE & AUTO, INC	01/31/2024	\$3,213.66
00692282	V00112	WM OF SOUTHERN CALIFORNIA	01/31/2024	\$785.00
00692283	V02962	YUNEX LLC	01/31/2024	\$20,876.20
00692284	V00113	ZERO WASTE USA	01/31/2024	\$596.21
00692484	V00528	THE ORANGE COUNTY HUMANE SOCIETY	01/31/2024	\$51,666.66
00692485	V01123	TRANSAMERICA EMPLOYEE BENEFITS	01/31/2024	\$3,428.46
			EFT:	54 \$483,499.86
			Check:	142 \$15,584,459.90
			Total:	196 \$16,067,959.76



City of Garden Grove
Certificate of Warrants
Register Dates:
02/01/2024

This is to certify the demands covered by EFT numbers 00046853 through 00047918, and check numbers 00692285 through 00692483 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Checks 00692288 and 00692372 have been voided

A handwritten signature in black ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00046853	H00540	TBN INVESTMENTS	02/01/2024	\$2,136.00
00046854	H00252	12111 BAILEY STREET LLC	02/01/2024	\$1,370.00
00046855	H0951	12392 TO 12432 GROVEVIEW	02/01/2024	\$756.00
00046856	H00286	12909 CORDARY LLC	02/01/2024	\$10,482.00
00046857	H3409	12911 GALWAY ST, LLC	02/01/2024	\$4,169.00
00046858	H3297	13251 NEWLAND, LLC	02/01/2024	\$15,047.00
00046859	H00364	1512 W MISSION BLVD LLC	02/01/2024	\$1,652.00
00046860	H4567	15915 LA FORGE ST WHITTIER, LLC	02/01/2024	\$880.00
00046861	H00501	1975 LAKE LP	02/01/2024	\$1,827.00
00046862	H3906	19822 BROOKHURST, LLC	02/01/2024	\$2,884.00
00046863	H00260	2175 S MULLUL DRIVE LLC	02/01/2024	\$2,056.00
00046864	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	02/01/2024	\$9,418.00
00046865	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	02/01/2024	\$3,664.00
00046866	H00463	2TD MANAGEMENT LLC	02/01/2024	\$8,340.00
00046867	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	02/01/2024	\$9,151.00
00046868	H2483	7632 21ST ST, LP	02/01/2024	\$9,209.00
00046869	H00284	8550 COMMONWEALTH AVENUE LLC	02/01/2024	\$1,302.00
00046870	H4654	8572 STANFORD, LLC	02/01/2024	\$2,740.00
00046871	H1044	ABCO CROWN VILLA,LTD	02/01/2024	\$2,216.00
00046872	H00121	ADRIAN REALTY LLC	02/01/2024	\$3,199.00
00046873	H4389	ADRIATIC APTS	02/01/2024	\$1,091.00
00046874	H3401	AEGEAN APARTMENTS	02/01/2024	\$8,503.00
00046875	H4741	PARVIZ ALAI	02/01/2024	\$2,605.00
00046876	H00033	ALEXANY NGUYEN PROPERTIES, LLC	02/01/2024	\$1,783.00
00046877	H1684	REHANA ALIBULLA	02/01/2024	\$2,783.00
00046878	H4121	ALLARD APARTMENT, LLC	02/01/2024	\$8,938.00
00046879	H3645	LYNN KATHLEEN ALLEN	02/01/2024	\$121.00
00046880	H2454	ALTEZA,INC	02/01/2024	\$1,372.00
00046881	H2489	AMERICAN FAMILY HOUSING	02/01/2024	\$12,868.00
00046882	H00093	SALMAN M AMIR	02/01/2024	\$1,595.00
00046883	H2938	ANAHEIM SUNSET PLAZA APTS	02/01/2024	\$7,445.00
00046884	H4371	CHUNG NAN AOU	02/01/2024	\$1,270.00

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00046885	H00181	AP TRUST DATED 01/20/21	02/01/2024	\$2,189.00
00046886	H4254	ARBOR VILLAS, LLC	02/01/2024	\$3,010.00
00046887	H00328	ARC EQUITIES LLC	02/01/2024	\$1,825.00
00046888	H00048	JESSIE WONG ARIAS	02/01/2024	\$1,990.00
00046889	H4027	TIMOTEO ARJON	02/01/2024	\$1,616.00
00046890	H3930	EIDA A ATTIA	02/01/2024	\$1,506.00
00046891	H4272	PAUL AUDUONG	02/01/2024	\$1,900.00
00046892	H4532	AUGUSTA GROUP INVESTMENTS INC	02/01/2024	\$1,474.00
00046893	H00544	AVALONBAY COMMUNITIES INC	02/01/2024	\$2,966.00
00046894	H00180	AVANATH FESTIVAL LP	02/01/2024	\$3,105.00
00046895	H00084	AVANATH GROVE LP	02/01/2024	\$45,938.00
00046896	H2062	AYNEM INVESTMENTS, LP	02/01/2024	\$9,084.00
00046897	H00393	B&Y INDUSTRIES LLC	02/01/2024	\$1,195.00
00046898	H00210	B2B INVESTMENTS LLC	02/01/2024	\$2,193.00
00046899	H4505	BACH & JASON NGUYEN INVESTMENT LLC	02/01/2024	\$1,538.00
00046900	H4295	BAKER RANCH AFFORDABLE, LP	02/01/2024	\$2,678.00
00046901	H4403	HA BANH	02/01/2024	\$3,659.00
00046902	H00406	MINDY K BANH	02/01/2024	\$1,087.00
00046903	H2370	BARRY SAYWITZ PROP TWO, LP	02/01/2024	\$6,934.00
00046904	H4777	BDA INVESTMENTS, LLC	02/01/2024	\$1,404.00
00046905	H00092	BEACH BOULEVARD COTTAGES LLC	02/01/2024	\$1,105.00
00046906	H4797	BEACH CREEK PARTNERS II, LP	02/01/2024	\$1,574.00
00046907	H4735	BEACHWOOD VILLAGE APARTMENTS	02/01/2024	\$1,645.00
00046908	H4368	BEHRENS PROPERTIES, LLC	02/01/2024	\$1,091.00
00046909	H3168	BELAGE PRESERVATION, LP	02/01/2024	\$1,171.00
00046910	H00115	BELLECOUR APARTMENTS	02/01/2024	\$968.00
00046911	H3365	JAIME OR MAGALI BERTRAN	02/01/2024	\$1,597.00
00046912	H00064	BEXAEW THE HAVENS LP	02/01/2024	\$3,296.00
00046913	H3115	ANIL BHALANI	02/01/2024	\$1,488.00
00046914	H0645	N C BHATT	02/01/2024	\$4,953.00
00046915	H00310	BHN MANAGEMENT INC	02/01/2024	\$4,245.00
00046916	H00466	LARRY A BLACK	02/01/2024	\$1,547.00
00046917	H00347	WILLIAM RICHARDO BONNER	02/01/2024	\$1,196.00
00046918	H00167	DAVID BORTHWICK	02/01/2024	\$2,236.00

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00046919	H4331	BOWEN PROPERTY, LLC	02/01/2024	\$1,724.00
00046920	H0231	MAI BOZARJIAN	02/01/2024	\$21,814.00
00046921	H4085	MAI BOZARJIAN	02/01/2024	\$6,100.00
00046922	H4399	BRIAR CREST / ROSE CREST	02/01/2024	\$3,621.00
00046923	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	02/01/2024	\$2,256.00
00046924	H0968	SHARON OR NORMAN BROWN	02/01/2024	\$3,271.00
00046925	H4088	BACH BUI	02/01/2024	\$1,223.00
00046926	H3590	DUNG BUI	02/01/2024	\$1,851.00
00046927	H4664	LONG BUI	02/01/2024	\$1,132.00
00046928	H0276	MINH Q BUI	02/01/2024	\$751.00
00046929	H3322	MONICA BUI	02/01/2024	\$3,264.00
00046930	H1510	NGA HUYNH BUI	02/01/2024	\$1,270.00
00046931	H4779	TAM BUI	02/01/2024	\$1,469.00
00046932	H4108	THUAN BUI	02/01/2024	\$5,195.00
00046933	H4075	TRIET THO-MINH BUI	02/01/2024	\$2,655.00
00046934	H3524	DAVID M BURLEY	02/01/2024	\$1,973.00
00046935	H2916	THU T CAI-NGUYEN	02/01/2024	\$464.00
00046936	H3272	CAMBRIDGE HEIGHTS, LP	02/01/2024	\$1,619.00
00046937	H00391	LARRY THANH CAN	02/01/2024	\$2,026.00
00046938	H2159	HUONG B CAO	02/01/2024	\$1,129.00
00046939	H4457	MYTRANG CAO	02/01/2024	\$1,356.00
00046940	H2856	PHUOC GIA CAO	02/01/2024	\$6,866.00
00046941	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	02/01/2024	\$1,705.00
00046942	H4524	CASA MADRID	02/01/2024	\$1,417.00
00046943	H00380	CASA PALOMA	02/01/2024	\$6,858.00
00046944	H4073	CASCADE TERRACE APARTMENTS	02/01/2024	\$4,432.00
00046945	H4689	DAVID G CASCINO	02/01/2024	\$1,968.00
00046946	H3904	KOU LEAN CHAN	02/01/2024	\$1,177.00
00046947	H4135	CHIEN CHAN,MIN OR TRAN	02/01/2024	\$4,372.00
00046948	H1229	EVELYN CHANG	02/01/2024	\$3,819.00
00046949	H9008	SHERRI CHANG	02/01/2024	\$1,928.00
00046950	H1368	CHARLESTON GARDENS, LLC	02/01/2024	\$1,503.00
00046951	H1239	CHATHAM VILLAGE APTS	02/01/2024	\$7,124.00

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00046952	H3494	ALICE CHAU	02/01/2024	\$1,539.00
00046953	H3757	DENNIS KYINSAN CHEN	02/01/2024	\$5,508.00
00046954	H9010	T C CHEN	02/01/2024	\$20,667.00
00046955	H3490	CHERRY WEST PROPERTIES	02/01/2024	\$2,018.00
00046956	H1788	STEPHEN CHEUNG	02/01/2024	\$4,277.00
00046957	H3094	PAUL M CHEY	02/01/2024	\$2,885.00
00046958	H0317	LI-YONG CHIANG	02/01/2024	\$2,042.00
00046959	H0159	DON J G CHONG	02/01/2024	\$5,720.00
00046960	H00396	VICKY CHU	02/01/2024	\$3,700.00
00046961	H1946	JOHN CHUN	02/01/2024	\$1,428.00
00046962	H9011	KYU B CHUNG	02/01/2024	\$4,469.00
00046963	H00438	CINDY ANDY LUU PROPERTY MANAGEMENT	02/01/2024	\$2,337.00
00046964	H4444	CITRUS GROVE, LP	02/01/2024	\$1,025.00
00046965	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	02/01/2024	\$1,355.28
00046966	H00129	CLEARWATER INVESTMENTS	02/01/2024	\$7,642.00
00046967	H3246	KATHLEEN P CLIFTON	02/01/2024	\$1,541.00
00046968	H4785	CM 2080 NEW, LLC	02/01/2024	\$1,316.00
00046969	H0776	PONCH CO	02/01/2024	\$1,441.00
00046970	H3137	KATHY D COLACION	02/01/2024	\$1,677.00
00046971	H4337	COMMUNITY GARDENS PARTNERS, LP	02/01/2024	\$5,099.00
00046972	H3359	NORMA S CONCEPCION	02/01/2024	\$1,393.00
00046973	H2193	CONCORD MGMT, LLC	02/01/2024	\$908.00
00046974	H3752	CONNOR PINES, LLC	02/01/2024	\$18,966.00
00046975	H0642	CONTINENTAL GARDENS APTS	02/01/2024	\$14,193.00
00046976	H1134	CONTINENTAL GARDENS APTS	02/01/2024	\$3,892.00
00046977	H00080	COUNTRY SQUIRE TUSTIN LLC	02/01/2024	\$1,246.00
00046978	H0039	COURTYARD VILLAS	02/01/2024	\$7,290.00
00046979	H00539	CRIS PROPERTIES LLC	02/01/2024	\$3,966.00
00046980	H4556	CST CAPITAL, LLC	02/01/2024	\$1,598.00
00046981	H4686	CTC INVESTMENT GROUP, INC	02/01/2024	\$1,255.00
00046982	H0017	KHANH CUNG	02/01/2024	\$2,755.00
00046983	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	02/01/2024	\$2,107.00
00046984	H2985	NGHIA HO OR PHAN VE TU DAC	02/01/2024	\$5,172.00
00046985	H4646	HUONG NGOC DAI	02/01/2024	\$1,668.00

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00046986	H00082	DAISY APARTMENT HOMES LLC	02/01/2024	\$1,769.00
00046987	H2100	BINH DINH DAM	02/01/2024	\$1,645.00
00046988	H3947	ANNIE DANG	02/01/2024	\$2,102.00
00046989	H00327	DIEM LAY DANG	02/01/2024	\$1,788.00
00046990	H00382	HOANG ANH VU DANG	02/01/2024	\$1,781.00
00046991	H00300	LONG BILLY DANG	02/01/2024	\$2,744.00
00046992	H4561	MIKE M DANG	02/01/2024	\$2,621.00
00046993	H00498	THO DANG	02/01/2024	\$1,694.00
00046994	H3065	DAVID DANG	02/01/2024	\$2,063.00
00046995	H0168	STACY HOA TUOI DANG	02/01/2024	\$1,520.00
00046996	H4598	THANH-THUY THI DANG	02/01/2024	\$1,335.00
00046997	H1895	JOSEPH N DAO	02/01/2024	\$1,482.00
00046998	H00157	MAI DAO	02/01/2024	\$2,188.00
00046999	H00050	MICHELLE DAO	02/01/2024	\$2,190.00
00047000	H1245	NELSON NGUYEN DAO	02/01/2024	\$4,647.00
00047001	H1750	TRU DAO	02/01/2024	\$5,416.00
00047002	H2184	TU VAN DAO	02/01/2024	\$884.00
00047003	H9413	TU VAN DAO	02/01/2024	\$2,468.00
00047004	H3021	NGOC-THUY DAO	02/01/2024	\$1,842.00
00047005	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	02/01/2024	\$2,430.00
00047006	H4239	RICHARD DAVIS	02/01/2024	\$3,400.00
00047007	H4607	DE ANZA PLAZA APTS II	02/01/2024	\$947.00
00047008	H4071	DEERING II FAMILY, LP	02/01/2024	\$1,465.00
00047009	H3626	CLARA J DEWYER	02/01/2024	\$897.00
00047010	H4583	HOI TUAN DIEP	02/01/2024	\$1,705.00
00047011	H00067	BIEN T DINH	02/01/2024	\$2,728.00
00047012	H2147	HANH DINH	02/01/2024	\$2,180.00
00047013	H4223	KATHLEEN DINH	02/01/2024	\$1,365.00
00047014	H1479	KIM DINH	02/01/2024	\$3,835.00
00047015	H4373	LAN THAI DINH	02/01/2024	\$3,250.00
00047016	H3629	LONG T DINH	02/01/2024	\$3,757.00
00047017	H4372	NHU Y DINH	02/01/2024	\$1,632.00
00047018	H4594	TUAN DINH	02/01/2024	\$606.00
00047019	H4619	Y NHA DINH	02/01/2024	\$3,780.00

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00047020	H3284	DNK PROPERTY, LLC	02/01/2024	\$16,264.00
00047021	H4498	BRANDON BINH DO	02/01/2024	\$2,967.00
00047022	H4717	BYRON DO	02/01/2024	\$2,514.00
00047023	H00446	CHINH DO	02/01/2024	\$1,683.00
00047024	H4718	DAITRANG DO	02/01/2024	\$2,181.00
00047025	H4418	DOMINIC HAU DO	02/01/2024	\$1,268.00
00047026	H00131	KEVIN HUNG DO	02/01/2024	\$1,521.00
00047027	H00426	KIM DO	02/01/2024	\$1,090.00
00047028	H00449	KIM TOAN T DO	02/01/2024	\$1,857.00
00047029	H1867	MINH C DO	02/01/2024	\$4,006.00
00047030	H4450	MY-PHUONG DO	02/01/2024	\$1,790.00
00047031	H1674	NANCY DO	02/01/2024	\$1,453.00
00047032	H4802	NGA N DO	02/01/2024	\$2,768.00
00047033	H00186	NOAN THI DO	02/01/2024	\$2,232.00
00047034	H00354	RUTHERFORD DO	02/01/2024	\$2,661.00
00047035	H3593	THUY THI DO	02/01/2024	\$340.00
00047036	H3181	TIM DO	02/01/2024	\$1,143.00
00047037	H3671	TINA DO	02/01/2024	\$1,588.00
00047038	H9016	TINA DO	02/01/2024	\$4,080.00
00047039	H3732	XUYEN THI DO	02/01/2024	\$1,222.00
00047040	H00137	CRYSTAL DOAN	02/01/2024	\$1,346.00
00047041	H00326	HANH DAO DOAN	02/01/2024	\$1,950.00
00047042	H0580	HARRY DOAN	02/01/2024	\$1,057.00
00047043	H4639	HIEP THI DOAN	02/01/2024	\$2,855.00
00047044	H4808	HUEY G DOAN	02/01/2024	\$3,769.00
00047045	H00417	KHA DUY DOAN	02/01/2024	\$3,060.00
00047046	H4420	KYLAM DOAN	02/01/2024	\$1,877.00
00047047	H00483	LYNDA DOAN	02/01/2024	\$2,441.00
00047048	H00520	MY HUYEN DOAN	02/01/2024	\$1,373.00
00047049	H3980	NHA & JOANNE TRANG VU DOAN	02/01/2024	\$2,077.00
00047050	H3855	PHUONGNGA THI DOAN	02/01/2024	\$2,559.00
00047051	H2424	JERRY DOIDGE	02/01/2024	\$1,490.00
00047052	H3382	DOLCE VITA INVESTMENTS, LLC	02/01/2024	\$6,232.00
00047053	H2945	DORADO SENIOR APARTMENTS, LP	02/01/2024	\$1,695.00

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00047054	H3228	DSN INVESTMENT GROUP, LLC	02/01/2024	\$8,483.00
00047055	H3510	DTP INVESTMENTS, LLC	02/01/2024	\$1,548.00
00047056	H1385	DAVID C DUNN	02/01/2024	\$2,606.00
00047057	H9021	DAVID F DUNNETT	02/01/2024	\$1,238.00
00047058	H3866	HONG MANH DUONG	02/01/2024	\$1,673.00
00047059	H00287	KAREN DUONG	02/01/2024	\$1,413.00
00047060	H1885	MINH B DUONG	02/01/2024	\$6,890.00
00047061	H3688	THAI VAN DUONG	02/01/2024	\$1,666.00
00047062	H3087	CHI THI DUONG	02/01/2024	\$2,519.00
00047063	H2869	HUNG Q DUONG	02/01/2024	\$1,476.00
00047064	H2781	GLADYS DYO	02/01/2024	\$866.00
00047065	H00091	E-Z HOUSING GROUP LLC	02/01/2024	\$1,669.00
00047066	H2422	EASTWIND PROPERTIES, LLC	02/01/2024	\$3,483.00
00047067	H4770	EBL, LLC	02/01/2024	\$4,416.00
00047068	H2036	DANIEL T EDLUND	02/01/2024	\$1,548.00
00047069	H00346	EFTFTB LLC	02/01/2024	\$2,044.00
00047070	H00233	EL NILE INVESTMENTS LLC	02/01/2024	\$1,328.00
00047071	H4250	EL PUEBLO APTS	02/01/2024	\$3,469.00
00047072	H4294	EL RAY PARTNERS, LLC	02/01/2024	\$9,372.00
00047073	H4438	ELIAS CAPITAL GROUP, LLC	02/01/2024	\$3,030.00
00047074	H00250	EMERALD RIDGE APARTMENTS	02/01/2024	\$1,579.00
00047075	H4234	TERRY C ENGEL	02/01/2024	\$1,812.00
00047076	H9002	ERBO INVESTMENTS	02/01/2024	\$55,555.00
00047077	H00527	ESTATE OF HUI-PING CAROLINE TSAI	02/01/2024	\$5,110.00
00047078	H3299	EVERGREEN ESTATE EXPANSION, LLC	02/01/2024	\$10,309.00
00047079	H00030	FAIRECREST REAL ESTATE, LLC	02/01/2024	\$3,267.00
00047080	H1553	FAIRVIEW MGMT COMPANY	02/01/2024	\$3,599.00
00047081	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	02/01/2024	\$6,027.00
00047082	H3034	FBC APARTMENTS	02/01/2024	\$711.00
00047083	H00236	FENWAY APTS	02/01/2024	\$3,338.00
00047084	H4757	FG GOLDENWEST SENIOR APTS, LP	02/01/2024	\$19,505.00
00047085	H00484	FG LAGUNA NIGUEL SENIOR APARTMENTS LP	02/01/2024	\$1,870.00
00047086	H00372	FG RANCHO SANTA MARGARITA SENIOR APTS LP	02/01/2024	\$2,380.00
00047087	H00386	FG SEACLIFF SENIOR APARTMENTS LP	02/01/2024	\$3,964.00

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00047088	H00049	FIVE POINTS HOUSING LP	02/01/2024	\$4,943.00
00047089	H3329	FOREVERGREEN EXPANSION, LLC	02/01/2024	\$1,694.00
00047090	H00051	FOUR SEASON 339 LLC	02/01/2024	\$1,543.00
00047091	H7410	FRANCISCAN GARDENS APTS	02/01/2024	\$36,851.00
00047092	H4610	FREEDOMPATH PROPERTIES, LLC	02/01/2024	\$2,838.00
00047093	H3691	FU CRAIG FA, LLC	02/01/2024	\$6,508.00
00047094	H2215	KARL GANZ	02/01/2024	\$1,019.00
00047095	H3384	ALBINO GARCIA	02/01/2024	\$2,794.00
00047096	H3194	GARDEN BAY APARTMENTS, LLC	02/01/2024	\$1,434.00
00047097	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	02/01/2024	\$5,807.00
00047098	H00452	GARDEN GROVE HOUSING ASSOC LLC C/O HCM PROP MGMT	02/01/2024	\$3,973.00
00047099	H00315	GARDEN GROVE PACIFIC ASSOCIATES LLC	02/01/2024	\$64,196.00
00047100	H00431	GARDEN VIEW TERRACE	02/01/2024	\$1,505.00
00047101	H00095	CHRIS ANN GARZA	02/01/2024	\$599.00
00047102	H2955	GB PARTNERS LP DBA HERITAGE PARK SENIOR APARTMENTS	02/01/2024	\$4,180.00
00047103	H2029	GEORGIAN APTS	02/01/2024	\$3,147.00
00047104	H4137	AARON GERMAIN	02/01/2024	\$1,508.00
00047105	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	02/01/2024	\$2,431.00
00047106	H4037	BRIGITTE GIACALONE	02/01/2024	\$976.00
00047107	H3894	GIGI APARTMENTS	02/01/2024	\$2,323.00
00047108	H4046	GLENHAVEN MOBILODGE	02/01/2024	\$1,129.00
00047109	H00123	GLS GROUP LLC	02/01/2024	\$1,351.00
00047110	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	02/01/2024	\$1,261.00
00047111	H4346	HENRY S GOMEZ	02/01/2024	\$1,966.00
00047112	H00488	LP GRANDE APARTMENTS	02/01/2024	\$2,940.00
00047113	H2737	WILLIAM GREEN	02/01/2024	\$1,267.00
00047114	H00172	GREENBROOK APARTMENTS LP	02/01/2024	\$1,629.00
00047115	H3833	GREENFIELDSDIE, LLC	02/01/2024	\$3,892.00
00047116	H3639	GROVE PARK LP	02/01/2024	\$79,662.00
00047117	H9028	JIM GULMESOFF	02/01/2024	\$9,739.00
00047118	H3949	GINA GUYUMJYAN	02/01/2024	\$2,100.00
00047119	H4172	HA OF DEKALB COUNTY	02/01/2024	\$657.33
00047120	H4692	CASIE HA	02/01/2024	\$2,743.00

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00047121	H4092	DAC T HA	02/01/2024	\$1,808.00
00047122	H1824	KHIEM Q HA	02/01/2024	\$2,562.00
00047123	H1629	MANH MINH HA	02/01/2024	\$1,322.00
00047124	H4562	TRAN D HA	02/01/2024	\$3,638.00
00047125	H3735	TRIET M HA	02/01/2024	\$1,600.00
00047126	H0550	HALL & ASSOCIATES, INC	02/01/2024	\$3,855.00
00047127	H00485	A CA LP HAMPSHIRE SQUARE	02/01/2024	\$2,283.00
00047128	H00519	HAMPTON REAL ESTATE ASSOCIATES LP	02/01/2024	\$1,619.00
00047129	H1969	LINDA HAN	02/01/2024	\$2,325.00
00047130	H00421	VIENNA HANSEL-ASHLEY	02/01/2024	\$557.00
00047131	H5208	CLIFTON & BRENDA HANSON	02/01/2024	\$2,727.00
00047132	H3218	KULJIT HARA	02/01/2024	\$1,086.00
00047133	H3838	STEVEN HAU	02/01/2024	\$1,588.00
00047134	H00508	HEAVENS ISLAND PROPERTIES	02/01/2024	\$1,514.00
00047135	H00536	JAMES HERRERA	02/01/2024	\$6,871.00
00047136	H4708	HIGHLAND FINANCE INVESTMENTS CORP	02/01/2024	\$1,732.00
00047137	H0250	SHERRY OR RICHARD HILLIARD	02/01/2024	\$1,803.00
00047138	H00173	HKT INVESTMENT	02/01/2024	\$4,003.00
00047139	H3921	HMZ RESIDENTIAL PARK, LP	02/01/2024	\$2,404.00
00047140	H00408	HO FAMILY BYPASS TRUST	02/01/2024	\$3,022.00
00047141	H00289	DAO HO	02/01/2024	\$1,650.00
00047142	H3255	HENRY HOI HO	02/01/2024	\$917.00
00047143	H1010	HO, HIEP or DAO, NGOC THUY	02/01/2024	\$12,300.00
00047144	H3653	LIEN KIM HO	02/01/2024	\$2,041.00
00047145	H00402	NA M HO	02/01/2024	\$1,514.00
00047146	H4827	PETER HO	02/01/2024	\$1,554.00
00047147	H4128	THOMAS P HO	02/01/2024	\$2,195.00
00047148	H00183	THUY HO	02/01/2024	\$1,566.00
00047149	H4268	TIM HO	02/01/2024	\$1,424.00
00047150	H00071	HOLLY HOANG	02/01/2024	\$1,701.00
00047151	H00312	HUAN HOANG	02/01/2024	\$2,739.00
00047152	H00518	JASON HOANG	02/01/2024	\$1,527.00
00047153	H00301	KHANH HOANG	02/01/2024	\$1,530.00
00047154	H3984	LONG HOANG	02/01/2024	\$1,940.00

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00047155	H4783	THINH HOANG	02/01/2024	\$1,241.00
00047156	H4224	TRACY HOANG	02/01/2024	\$1,440.00
00047157	H2354	TRIEU HOANG	02/01/2024	\$1,308.00
00047158	H4542	TUAN HOANG	02/01/2024	\$2,867.00
00047159	H00278	VUONG HOANG	02/01/2024	\$1,909.00
00047160	H2662	LANG HOANG	02/01/2024	\$1,690.00
00047161	H2974	NHAN TIEN HOANG	02/01/2024	\$2,212.00
00047162	H3883	ROSEMARY LC HOLTZMAN	02/01/2024	\$841.00
00047163	H1120	SALLY HOPPE	02/01/2024	\$1,533.00
00047164	H00107	HOUSING AUTHORITY OF THE CITY OF VANCOUVER	02/01/2024	\$342.87
00047165	H00429	HTN RENTALS LLC	02/01/2024	\$2,525.00
00047166	H2532	LUC HUA	02/01/2024	\$1,742.00
00047167	H1659	DON HUSS	02/01/2024	\$2,729.00
00047168	H00133	BAO TRINH HUYNH	02/01/2024	\$2,834.00
00047169	H0658	CHEN THI HUYNH	02/01/2024	\$2,979.00
00047170	H3641	FELIX HUYNH	02/01/2024	\$800.00
00047171	H4763	JOANNE HUYNH	02/01/2024	\$879.00
00047172	H3509	KELVIN HUYNH	02/01/2024	\$1,462.00
00047173	H00384	LINH M HUYNH	02/01/2024	\$1,877.00
00047174	H4405	LOAN HUYNH	02/01/2024	\$280.00
00047175	H4237	MINH HUY HUYNH	02/01/2024	\$2,717.00
00047176	H4271	PHILIP HUYNH	02/01/2024	\$633.00
00047177	H1574	SALLY B HUYNH	02/01/2024	\$1,766.00
00047178	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	02/01/2024	\$1,384.00
00047179	H4747	THAI C HUYNH	02/01/2024	\$2,715.00
00047180	H3117	LONG BAO HUYNH	02/01/2024	\$1,482.00
00047181	H1262	CM HWANG	02/01/2024	\$1,595.00
00047182	H00329	IHLLC HOLDINGS I LLC	02/01/2024	\$2,397.00
00047183	H3848	IMPERIAL NORTH HOLDINGS, LLC	02/01/2024	\$4,866.00
00047184	H3644	IMPERIAL NORTHWEST HOLDINGS	02/01/2024	\$5,085.00
00047185	H00309	INCOME PROPERTY ASSOCIATES LLC	02/01/2024	\$1,341.00
00047186	H00319	INFINITY RESIDENTIAL, INC	02/01/2024	\$647.00
00047187	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	02/01/2024	\$5,928.00
00047188	H00416	IP DEVELOPMENT COMPANY	02/01/2024	\$2,365.00

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00047189	H00401	IRES PROPERTY MANAGEMENT INC	02/01/2024	\$3,800.00
00047190	H3801	IRVINE APARTMENT COMMUNITIES LP	02/01/2024	\$4,637.00
00047191	H4350	J & E ESTATES, LLC	02/01/2024	\$2,471.00
00047192	H3402	JERRY JANESKI	02/01/2024	\$1,680.00
00047193	H4427	JD PROPERTY MANAGEMENT, INC	02/01/2024	\$4,368.00
00047194	H00428	JDJT BAO LLC	02/01/2024	\$1,454.00
00047195	H4716	NARIYA JEAN	02/01/2024	\$2,729.00
00047196	H3040	JENSEN SOMMERVILLE CONZELMAN	02/01/2024	\$1,917.00
00047197	H3165	JG & B CORPORATION	02/01/2024	\$8,587.00
00047198	H3266	JGK GARDEN GROVE, LP	02/01/2024	\$49,181.00
00047199	H2936	JGKALLINS INVESTMENTS, LP	02/01/2024	\$1,526.00
00047200	H2530	NATHAN D JOHNSON	02/01/2024	\$2,106.00
00047201	H00517	MARILYN JORGENSEN	02/01/2024	\$868.00
00047202	H4579	JOSEPH & KIM CORP	02/01/2024	\$1,796.00
00047203	H4557	JTM BAYOU, LLC	02/01/2024	\$1,868.00
00047204	H9029	LIN J JU	02/01/2024	\$3,136.00
00047205	H2595	FRED JU	02/01/2024	\$1,214.00
00047206	H4042	JUNG SUN NOH	02/01/2024	\$8,159.00
00047207	H4077	JUNG SUN NOH	02/01/2024	\$1,871.00
00047208	H4078	JUNG SUN NOH	02/01/2024	\$1,656.00
00047209	H00390	SABRINA MARIAM KADIR-FAN	02/01/2024	\$3,836.00
00047210	H4467	KAID MALINDA INVESTMENT INC	02/01/2024	\$2,460.00
00047211	H4482	JAIDEEP KAMAT	02/01/2024	\$1,694.00
00047212	H4758	JUN-WEI KAO	02/01/2024	\$1,489.00
00047213	H3320	KASHI TRUST	02/01/2024	\$7,033.00
00047214	H4767	KATELLA FAMILY HOUSING PARTNER	02/01/2024	\$1,579.00
00047215	H3771	KATELLA MOBILE HOME ESTATES	02/01/2024	\$921.00
00047216	H3721	KCM INVESTMENTS, LLC	02/01/2024	\$2,615.00
00047217	H4696	KD RENT	02/01/2024	\$3,844.00
00047218	H1018	LU-YONG KEH	02/01/2024	\$6,042.00
00047219	H4374	KEITH AND HOLLY CORPORATION	02/01/2024	\$2,787.00
00047220	H9030	ROBERT KELLEY	02/01/2024	\$4,902.00
00047221	H3113	KENSINGTON GARDENS	02/01/2024	\$936.00
00047222	H1535	DAN VAN KHA	02/01/2024	\$1,777.00

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00047223	H1888	LINDA KHA	02/01/2024	\$2,444.00
00047224	H2423	CAM MY KHA	02/01/2024	\$2,209.00
00047225	H00441	KAREEM ULLA KHAN	02/01/2024	\$3,245.00
00047226	H2624	SETH S KHEANG	02/01/2024	\$4,146.00
00047227	H3727	HENRY THAI KHUU	02/01/2024	\$538.00
00047228	H0890	DAVID S KIM	02/01/2024	\$942.00
00047229	H00436	LOAN P KIM	02/01/2024	\$1,336.00
00047230	H4527	MELVIN LEE KIM	02/01/2024	\$1,213.00
00047231	H9031	HARRY H KIM	02/01/2024	\$1,606.00
00047232	H1797	KING INVESTMENT GROUP, INC	02/01/2024	\$7,923.00
00047233	H3567	KENT M KITSELMAN	02/01/2024	\$1,705.00
00047234	H2960	MARILYN KLUNK	02/01/2024	\$2,769.00
00047235	H2460	KNK PROPERTIES	02/01/2024	\$8,044.00
00047236	H0082	EDWARD KUO	02/01/2024	\$71.00
00047237	H1193	EDWARD KUO	02/01/2024	\$1,329.00
00047238	H4804	SATOKO KURATA	02/01/2024	\$1,245.00
00047239	H4609	JOAQUIN KURZ	02/01/2024	\$2,391.00
00047240	H00302	LA COSTA	02/01/2024	\$3,698.00
00047241	H00381	LA RAMADA APARTMENTS HOMES	02/01/2024	\$1,867.00
00047242	H4737	TUYET B LA	02/01/2024	\$2,133.00
00047243	H4712	LADERA WNG II, LLC	02/01/2024	\$2,649.00
00047244	H3611	LAGUNA HILLS TRAVELODGE, LLC	02/01/2024	\$33,588.00
00047245	H3793	LAGUNA STREET APARTMENTS, LLC	02/01/2024	\$4,880.00
00047246	H00494	LONG LAI	02/01/2024	\$2,063.00
00047247	H4253	JULIE LALLY	02/01/2024	\$1,960.00
00047248	H00028	ANH LAN LAM	02/01/2024	\$1,860.00
00047249	H3711	CAM THI T LAM	02/01/2024	\$1,493.00
00047250	H1224	CHAU LAM	02/01/2024	\$6,218.00
00047251	H00045	CHRISTINE M LAM	02/01/2024	\$1,602.00
00047252	H00213	DAVID LAM	02/01/2024	\$2,047.00
00047253	H2396	HAI LAM	02/01/2024	\$4,995.00
00047254	H4631	HUNG LAM	02/01/2024	\$1,368.00
00047255	H00088	QUYHN GIAO LAM	02/01/2024	\$1,533.00
00047256	H00042	STEVEN LAM	02/01/2024	\$990.00

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00047257	H2873	MAI LAM	02/01/2024	\$1,184.00
00047258	H4454	LAMPLIGHTER VILLAGE APTS	02/01/2024	\$12,861.00
00047259	H4745	LAMPSON EP, LLC	02/01/2024	\$1,384.00
00047260	H4504	LAMY OANH, LLC	02/01/2024	\$6,914.00
00047261	H4402	STEPHEN LAU	02/01/2024	\$3,106.00
00047262	H00151	CATHERINE LAZARAN	02/01/2024	\$1,801.00
00047263	H3945	JOHN LAZENBY	02/01/2024	\$3,017.00
00047264	H4471	LE MORNINGSIDE, LLC	02/01/2024	\$3,685.00
00047265	H4754	ANH LE	02/01/2024	\$3,820.00
00047266	H00153	BENJAMIN BAO LE	02/01/2024	\$1,875.00
00047267	H4421	BILL BQ LE	02/01/2024	\$1,808.00
00047268	H00506	CELINE LE	02/01/2024	\$2,142.00
00047269	H4133	HIEP THI LE	02/01/2024	\$3,250.00
00047270	H00475	HIEU T LE	02/01/2024	\$1,176.00
00047271	H00179	HUONG THI LE	02/01/2024	\$1,776.00
00047272	H1258	JIMMY T LE	02/01/2024	\$2,371.00
00047273	H4555	JOHN LE	02/01/2024	\$2,596.00
00047274	H4142	JOHN TOAN LE	02/01/2024	\$4,187.00
00047275	H00375	KENT THANH LE	02/01/2024	\$1,500.00
00047276	H4462	LAN V LE	02/01/2024	\$2,045.00
00047277	H4319	LANH C LE	02/01/2024	\$2,551.00
00047278	H00148	MAN MINH LE	02/01/2024	\$1,538.00
00047279	H3623	MICHAEL LE	02/01/2024	\$2,365.00
00047280	H00450	MICHAEL PHUC LE	02/01/2024	\$2,043.00
00047281	H0918	NANCY NGAT THI LE	02/01/2024	\$3,830.00
00047282	H0948	STEPHANIE THU LE	02/01/2024	\$6,011.00
00047283	H00209	TAI LE	02/01/2024	\$2,910.00
00047284	H00099	TAN LE	02/01/2024	\$1,407.00
00047285	H00214	THAM T LE	02/01/2024	\$1,559.00
00047286	H3661	THANH TIEN LE	02/01/2024	\$3,247.00
00047287	H00069	THOMAS T LE	02/01/2024	\$1,498.00
00047288	H00360	TRAN-QUOC LE	02/01/2024	\$1,918.00
00047289	H00202	TRINA TRINH LE	02/01/2024	\$1,866.00
00047290	H00135	TUYEN NIKKI LE	02/01/2024	\$464.00

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00047291	H0167	BAO GIA LE	02/01/2024	\$5,033.00
00047292	H2548	XAN NGOC LE	02/01/2024	\$1,034.00
00047293	H4547	LEMON GROVE, LP	02/01/2024	\$1,564.00
00047294	H1602	ROGER LEUNG	02/01/2024	\$2,204.00
00047295	H00440	LEXINGTON COURTYARD MANAGEMENT LLC	02/01/2024	\$1,148.00
00047296	H4002	SOL M LI	02/01/2024	\$2,203.00
00047297	H1533	DAVID LIN	02/01/2024	\$2,777.00
00047298	H4344	LINCOLN VILLAS APT HOMES, LLC	02/01/2024	\$7,787.00
00047299	H4592	LINCOLN WOODS APARTMENTS	02/01/2024	\$2,656.00
00047300	H1960	KATHERINE LITTON	02/01/2024	\$1,334.00
00047301	H2080	LLE, LLC	02/01/2024	\$533.00
00047302	H00090	LOGAN MT LLC	02/01/2024	\$2,097.00
00047303	H3888	TROY LONG, TU-ANH & DUONG	02/01/2024	\$1,197.00
00047304	H00541	LOS ANGELES COUNTY DEVELOPMENT AUTHORITY	02/01/2024	\$9,457.12
00047305	H00495	LTD HUNTINGTON BEACH LOS ARBOLITOS	02/01/2024	\$2,026.00
00047306	H3311	CINDY W LOUIE	02/01/2024	\$1,310.00
00047307	H00143	KATHERINE LU	02/01/2024	\$1,726.00
00047308	H00529	NINA A LU	02/01/2024	\$1,909.00
00047309	H2120	QUYNH THUY LU	02/01/2024	\$3,268.00
00047310	H00177	CHRISTOPHER LAC LUONG	02/01/2024	\$1,267.00
00047311	H1424	KHANH LUONG	02/01/2024	\$1,650.00
00047312	H4603	LONG DUC LUONG	02/01/2024	\$1,302.00
00047313	H00514	THANH MY LUONG	02/01/2024	\$1,726.00
00047314	H4157	TRA THI-PHUONG LUONG	02/01/2024	\$3,683.00
00047315	H4572	ALLEN LUU	02/01/2024	\$1,264.00
00047316	H4491	TUAN V LUU	02/01/2024	\$1,903.00
00047317	H4820	VIVIAN Q LUU	02/01/2024	\$2,180.00
00047318	H3696	XUYEN LUU	02/01/2024	\$2,174.00
00047319	H3796	PHUONG LE LY	02/01/2024	\$3,146.00
00047320	H00474	DINH LY	02/01/2024	\$2,441.00
00047321	H3717	DUC T LY	02/01/2024	\$697.00
00047322	H1613	MING LY	02/01/2024	\$1,836.00
00047323	H00166	MINH N LY	02/01/2024	\$1,505.00
00047324	H3754	TAN Q LY	02/01/2024	\$1,460.00

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00047325	H3390	TRANH LY	02/01/2024	\$5,013.00
00047326	H4154	TUYEN X LY	02/01/2024	\$3,199.00
00047327	H00219	M FORTUNE LLC	02/01/2024	\$3,225.00
00047328	H00442	ANH KIM MA	02/01/2024	\$2,295.00
00047329	H00311	MEI CI MA	02/01/2024	\$1,695.00
00047330	H1705	MAGIC LAMP MOBILE HOME PARK	02/01/2024	\$1,382.00
00047331	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	02/01/2024	\$1,988.00
00047332	H3201	ANN N MAI	02/01/2024	\$4,363.00
00047333	H00192	ANNIE MAI	02/01/2024	\$2,726.00
00047334	H4308	JENNIE THUY MAI	02/01/2024	\$4,853.00
00047335	H1499	LINDA MAI	02/01/2024	\$1,341.00
00047336	H00191	TUNG THANH MAI	02/01/2024	\$1,171.00
00047337	H2451	CHUCK MAI	02/01/2024	\$2,379.00
00047338	H4298	JAIMIE MAI-NGO	02/01/2024	\$1,658.00
00047339	H00341	LATA MAJITHIA	02/01/2024	\$1,931.00
00047340	H4539	KONSTANTINOS P MANDAS	02/01/2024	\$3,489.00
00047341	H4796	HARALAMBOS & GEORGIA MANTAS	02/01/2024	\$1,111.00
00047342	H4818	LLOYD MANTONG	02/01/2024	\$966.00
00047343	H6865	MARIPOSA PROPERTIES	02/01/2024	\$1,712.00
00047344	H00443	SUZANNE MATHERLY	02/01/2024	\$4,485.00
00047345	H4816	MATTAR REAL ESTATE INVESTMENT	02/01/2024	\$782.00
00047346	H7370	LEOPOLD MAYER	02/01/2024	\$3,051.00
00047347	H2135	JOHN MC GOFF	02/01/2024	\$915.00
00047348	H00318	MCCOMBER CREEK LLC	02/01/2024	\$3,456.00
00047349	H00407	JAMES M MCGOUGALL	02/01/2024	\$1,862.00
00047350	H2842	GRACE OR GERALD MCGRATH	02/01/2024	\$1,191.00
00047351	H8490	GRACE OR GERALD MCGRATH	02/01/2024	\$2,525.00
00047352	H4793	MEAGHER FAMILY BYPASS TRUST	02/01/2024	\$859.00
00047353	H1653	MANH MEAK	02/01/2024	\$1,420.00
00047354	H4435	JAGDISH P MEHTA	02/01/2024	\$1,442.00
00047355	H00465	MERRIMAC WAY APARTMENTS	02/01/2024	\$2,099.00
00047356	H2110	MIDWAY INTEREST, LP	02/01/2024	\$13,097.00
00047357	H2638	MIKE & KATHY LEE, LP	02/01/2024	\$3,916.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00047358	H4814	MITTAL LEGACY, LP	02/01/2024	\$4,250.00
00047359	H00205	JOHN MKHAIL	02/01/2024	\$1,828.00
00047360	H3256	MONARCH POINTE	02/01/2024	\$2,390.00
00047361	H3534	ANTHONY MONTEBELLO	02/01/2024	\$1,364.00
00047362	H2976	MONTECITO VISTA APT HOMES	02/01/2024	\$2,058.00
00047363	H0780	MONTEJO APARTMENTS	02/01/2024	\$1,970.00
00047364	H4658	BACH MORALES	02/01/2024	\$2,583.00
00047365	H00512	MARCOS MORALES	02/01/2024	\$2,014.00
00047366	H4715	MORNINGSIDE APTS, LLC	02/01/2024	\$11,401.00
00047367	H00154	MT VERNON APARTMENTS	02/01/2024	\$1,549.00
00047368	H00350	JEFFREY MULLEN	02/01/2024	\$1,149.00
00047369	H00077	RANDALL MYCORN	02/01/2024	\$299.00
00047370	H00145	STEVEN B NACHAM	02/01/2024	\$1,310.00
00047371	H00470	ED NAJJARINE	02/01/2024	\$2,683.00
00047372	H00403	NAM VIET A - U.S.	02/01/2024	\$32,646.00
00047373	H3834	NEW HORIZONVIEW, LLC	02/01/2024	\$3,726.00
00047374	H3865	NEW KENYON APARTMENTS, LLC	02/01/2024	\$1,656.00
00047375	H00383	NEW TAMERLANE LLC DBA TAMERLANE APARTMENTS	02/01/2024	\$3,246.00
00047376	H00235	NEWLAND GARDEN APARTMENTS LP	02/01/2024	\$5,599.00
00047377	H4029	NEWPORT ESTATE EXPANSION, LLC	02/01/2024	\$1,998.00
00047378	H2745	DALE XUAN NGHIEM	02/01/2024	\$1,309.00
00047379	H3956	DANIEL NGHIEM	02/01/2024	\$25,525.00
00047380	H4751	DUNG T NGO	02/01/2024	\$1,982.00
00047381	H00460	HONG NGO	02/01/2024	\$1,641.00
00047382	H3630	HONG DIEP LE NGO	02/01/2024	\$906.00
00047383	H0314	LOC T NGO	02/01/2024	\$682.00
00047384	H2386	MARY NGO	02/01/2024	\$7,249.00
00047385	H00196	MIMI T NGO	02/01/2024	\$1,559.00
00047386	H4550	TAMMY NGO	02/01/2024	\$1,487.00
00047387	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	02/01/2024	\$5,638.00
00047388	H4691	AN MANH NGUYEN	02/01/2024	\$1,978.00
00047389	H4645	ANDREA NGUYEN	02/01/2024	\$786.00
00047390	H3734	ANDREW Q NGUYEN	02/01/2024	\$2,454.00
00047391	H1938	ANH-DAO NGUYEN	02/01/2024	\$1,269.00

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00047392	H3749	ANTHONY NGUYEN	02/01/2024	\$1,493.00
00047393	H00176	BICH LIEN T NGUYEN	02/01/2024	\$1,642.00
00047394	H1457	BINH NGOC NGUYEN	02/01/2024	\$3,327.00
00047395	H1430	BINH QUOC NGUYEN	02/01/2024	\$3,018.00
00047396	H3958	BRIAN BAO-KHA NGUYEN	02/01/2024	\$3,518.00
00047397	H4297	CALVIN H NGUYEN	02/01/2024	\$1,132.00
00047398	H00276	CAM NGUYEN	02/01/2024	\$1,226.00
00047399	H00111	CHARLES NGUYEN	02/01/2024	\$1,869.00
00047400	H00339	CHIEU-ANH NGUYEN	02/01/2024	\$1,600.00
00047401	H4511	CHRISTINE NGUYEN	02/01/2024	\$1,817.00
00047402	H00459	CHRISTINE CHAU NGUYEN	02/01/2024	\$2,766.00
00047403	H2274	CHRISTOPHER NGUYEN	02/01/2024	\$1,860.00
00047404	H3777	CHUONG NGUYEN	02/01/2024	\$1,383.00
00047405	H00304	CINDY L NGUYEN	02/01/2024	\$582.00
00047406	H9043	CUONG NGUYEN	02/01/2024	\$3,597.00
00047407	H4641	DAN NGUYEN	02/01/2024	\$1,539.00
00047408	H4569	DAT NGUYEN	02/01/2024	\$2,209.00
00047409	H4015	LOAN T NGUYEN, DAVID / HA	02/01/2024	\$1,971.00
00047410	H1881	DIEM-THUY NGUYEN	02/01/2024	\$2,234.00
00047411	H00480	DO NGUYEN	02/01/2024	\$1,530.00
00047412	H4558	DONG NGUYEN	02/01/2024	\$1,503.00
00047413	H4679	DUNG KIM NGUYEN	02/01/2024	\$1,708.00
00047414	H3872	DUONG NGUYEN	02/01/2024	\$1,969.00
00047415	H1143	DZUNG DAN NGUYEN	02/01/2024	\$4,250.00
00047416	H2551	ERIC NGUYEN	02/01/2024	\$2,209.00
00047417	H00489	FELIX L NGUYEN	02/01/2024	\$2,658.00
00047418	H3910	FRANK M NGUYEN	02/01/2024	\$2,072.00
00047419	H4621	HANG NGUYEN	02/01/2024	\$2,167.00
00047420	H3953	HANH V NGUYEN	02/01/2024	\$1,276.00
00047421	H3370	HAO & HUONG T NGUYEN	02/01/2024	\$1,184.00
00047422	H00234	HENRY HAO VAN NGUYEN	02/01/2024	\$3,120.00
00047423	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	02/01/2024	\$11,041.00
00047424	H4460	HUAN NGOC NGUYEN	02/01/2024	\$1,925.00
00047425	H4479	HUE THI NGUYEN	02/01/2024	\$1,883.00

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00047426	H3276	HUNG NGUYEN	02/01/2024	\$2,699.00
00047427	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	02/01/2024	\$3,223.00
00047428	H4301	HUYENCHI NGUYEN	02/01/2024	\$1,526.00
00047429	H00490	IAN YEN NGUYEN	02/01/2024	\$1,577.00
00047430	H00039	JANET NGUYEN	02/01/2024	\$3,678.00
00047431	H00526	JASON TIN NGUYEN	02/01/2024	\$2,421.00
00047432	H3242	JEANNIE NGUYEN	02/01/2024	\$1,773.00
00047433	H00245	JOHN NGUYEN	02/01/2024	\$1,937.00
00047434	H3241	JULIE NGUYEN	02/01/2024	\$1,510.00
00047435	H00471	KAY KHANH T NGUYEN	02/01/2024	\$4,022.00
00047436	H4697	KEVIN NGUYEN	02/01/2024	\$1,589.00
00047437	H4285	KHAI HUE NGUYEN	02/01/2024	\$2,536.00
00047438	H3497	KHANH DANG NGUYEN	02/01/2024	\$1,170.00
00047439	H3149	KIEN NGUYEN	02/01/2024	\$6,275.00
00047440	H4652	KIEN THI NGUYEN	02/01/2024	\$2,320.00
00047441	H3919	KIMCHI THI NGUYEN	02/01/2024	\$591.00
00047442	H4713	LAN HUONG NGUYEN	02/01/2024	\$2,210.00
00047443	H4195	LANIE NGUYEN	02/01/2024	\$2,957.00
00047444	H4700	LE B NGUYEN	02/01/2024	\$2,195.00
00047445	H00451	LIEM Q NGUYEN	02/01/2024	\$1,624.00
00047446	H00255	LIEN B NGUYEN	02/01/2024	\$1,437.00
00047447	H1687	LINDA NGUYEN	02/01/2024	\$4,515.00
00047448	H4079	LINDA LIEN NGUYEN	02/01/2024	\$1,653.00
00047449	H4623	LINDA MAI NGUYEN	02/01/2024	\$3,229.00
00047450	H00363	LINH NGOC NGUYEN	02/01/2024	\$2,197.00
00047451	H2331	LONG HUYEN DAC NGUYEN	02/01/2024	\$6,024.00
00047452	H4478	LUONG NGUYEN	02/01/2024	\$1,726.00
00047453	H00165	LUU PHUONG NGUYEN	02/01/2024	\$2,647.00
00047454	H1380	LYNDA NGUYEN	02/01/2024	\$1,560.00
00047455	H2391	MAN M NGUYEN	02/01/2024	\$1,377.00
00047456	H3526	MICHAEL THANG NGUYEN	02/01/2024	\$2,666.00
00047457	H00307	MICHELLE NGUYEN	02/01/2024	\$3,902.00
00047458	H4738	MINH NGUYEN	02/01/2024	\$3,723.00
00047459	H00040	MY DUNG THI NGUYEN	02/01/2024	\$1,902.00

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00047460	H1717	NANCY NGUYEN	02/01/2024	\$8,724.00
00047461	H3713	NANCY NGUYEN	02/01/2024	\$1,701.00
00047462	H00122	NATHAN V NGUYEN	02/01/2024	\$1,726.00
00047463	H1899	NGHI NGUYEN	02/01/2024	\$2,463.00
00047464	H00448	NGHIEM NGUYEN	02/01/2024	\$1,251.00
00047465	H4744	NGOC NGUYEN	02/01/2024	\$1,905.00
00047466	H4618	ORCHID NGUYEN	02/01/2024	\$1,825.00
00047467	H4469	OSCAR THUAN NGUYEN	02/01/2024	\$2,796.00
00047468	H4423	PETER NGUYEN	02/01/2024	\$4,278.00
00047469	H4711	PHONG ANH NGUYEN	02/01/2024	\$3,200.00
00047470	H00068	PHUC T NGUYEN	02/01/2024	\$1,911.00
00047471	H00298	PHUONG T NGUYEN	02/01/2024	\$1,769.00
00047472	H2197	PHUONG MY THI NGUYEN	02/01/2024	\$7,933.00
00047473	H00340	PHUONG N NGUYEN	02/01/2024	\$1,610.00
00047474	H3853	QUANG M NGUYEN	02/01/2024	\$783.00
00047475	H00496	RANDY NGUYEN	02/01/2024	\$1,373.00
00047476	H00405	RYAN NGUYEN	02/01/2024	\$3,055.00
00047477	H4680	SHAWN B NGUYEN	02/01/2024	\$2,005.00
00047478	H4559	SKY NGUYEN	02/01/2024	\$3,688.00
00047479	H4118	STEVE NGUYEN	02/01/2024	\$1,690.00
00047480	H3425	STEVEN NGUYEN	02/01/2024	\$1,213.00
00047481	H4670	STEVEN NGUYEN	02/01/2024	\$2,500.00
00047482	H4340	STEVENS NGUYEN	02/01/2024	\$1,993.00
00047483	H3317	TAM N NGUYEN	02/01/2024	\$1,310.00
00047484	H00348	TAM-TRUNG NGUYEN	02/01/2024	\$1,376.00
00047485	H3373	THAI DUC NGUYEN	02/01/2024	\$2,292.00
00047486	H4586	THANG XUAN NGUYEN	02/01/2024	\$1,238.00
00047487	H00059	THANH-HAI NGUYEN	02/01/2024	\$1,743.00
00047488	H3978	THANH-LE NGUYEN	02/01/2024	\$2,036.00
00047489	H3313	THANH-NHAN NGUYEN	02/01/2024	\$1,775.00
00047490	H00281	THIEN NGUYEN	02/01/2024	\$1,781.00
00047491	H00239	THIEU KIM NGUYEN	02/01/2024	\$1,722.00
00047492	H3755	THINH QUOC NGUYEN	02/01/2024	\$1,811.00
00047493	H4749	THOMAS NGUYEN	02/01/2024	\$1,641.00

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00047494	H4734	THU-DUNG TRAN NGUYEN	02/01/2024	\$1,754.00
00047495	H1302	THUY NGUYEN	02/01/2024	\$1,458.00
00047496	H3331	THUYHUONG THI NGUYEN	02/01/2024	\$1,385.00
00047497	H9045	TIEP NGUYEN	02/01/2024	\$2,024.00
00047498	H00046	TIM NGUYEN	02/01/2024	\$1,135.00
00047499	H00409	TIM NGUYEN	02/01/2024	\$1,527.00
00047500	H2473	TIMMY NGUYEN	02/01/2024	\$3,085.00
00047501	H00126	TOM NGUYEN	02/01/2024	\$1,780.00
00047502	H4349	TRACY TRUC NGUYEN	02/01/2024	\$1,125.00
00047503	H4805	TRAM ANH NGUYEN	02/01/2024	\$1,953.00
00047504	H00086	TRINH NGUYEN	02/01/2024	\$2,478.00
00047505	H3469	TUAN HOANG NGUYEN	02/01/2024	\$1,267.00
00047506	H4243	TUAN NGOC NGUYEN	02/01/2024	\$1,134.00
00047507	H4643	TUYET MAI NGUYEN	02/01/2024	\$1,141.00
00047508	H1937	TUYET TRINH NGUYEN	02/01/2024	\$1,719.00
00047509	H4166	TUYET TRINH NGUYEN	02/01/2024	\$901.00
00047510	H4766	UYEN NGUYEN	02/01/2024	\$1,674.00
00047511	H3655	VAN HUY NGUYEN	02/01/2024	\$2,439.00
00047512	H3852	SOAN P NGUYEN, VANANH & DO	02/01/2024	\$247.00
00047513	H4570	VIVIAN NGUYEN	02/01/2024	\$1,333.00
00047514	H4755	NGUYEN, VY & THI	02/01/2024	\$1,768.00
00047515	H00468	WINSTON NGUYEN	02/01/2024	\$1,582.00
00047516	H4630	YVONNE QUYEN NGUYEN	02/01/2024	\$1,797.00
00047517	H2501	CANG NGUYEN	02/01/2024	\$1,450.00
00047518	H2550	CUONG CHI NGUYEN	02/01/2024	\$5,358.00
00047519	H2337	DUNG VAN NGUYEN	02/01/2024	\$1,444.00
00047520	H3012	HAN NGUYEN	02/01/2024	\$957.00
00047521	H1766	HUNG C NGUYEN	02/01/2024	\$2,195.00
00047522	H3061	HUY NGUYEN	02/01/2024	\$1,397.00
00047523	H2956	JAMES NGUYEN	02/01/2024	\$1,400.00
00047524	H1552	LAN PHUONG THI NGUYEN	02/01/2024	\$5,325.00
00047525	H2409	LAN-NGOC NGUYEN	02/01/2024	\$1,783.00
00047526	H3086	LANI LAN T NGUYEN	02/01/2024	\$1,099.00
00047527	H2812	MINH NGOC NGUYEN	02/01/2024	\$1,912.00

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00047528	H2511	PERRY NGUYEN	02/01/2024	\$1,430.00
00047529	H2610	THANH-TUYEN NGUYEN	02/01/2024	\$1,501.00
00047530	H2479	THINH THI NGUYEN	02/01/2024	\$8,870.00
00047531	H2561	TIFFANY NGUYEN	02/01/2024	\$3,745.00
00047532	H2912	XUAN YEN NGUYEN	02/01/2024	\$7,395.00
00047533	H00218	NH SEABREEZE LLC	02/01/2024	\$1,965.00
00047534	H00168	NNT PROPERTIES 4 LLC	02/01/2024	\$2,209.00
00047535	H00029	NOGAL FELIZ APARTMENTS	02/01/2024	\$1,747.00
00047536	H3952	NORMANDY APARTMENTS, LLC	02/01/2024	\$1,170.00
00047537	H3404	NORTHWOOD PLACE	02/01/2024	\$5,224.00
00047538	H00198	NOVAVILLE LLC	02/01/2024	\$6,088.00
00047539	H4597	JOHN OMDAHL	02/01/2024	\$2,175.00
00047540	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	02/01/2024	\$2,020.00
00047541	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	02/01/2024	\$1,271.00
00047542	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	02/01/2024	\$4,928.00
00047543	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	02/01/2024	\$13,241.00
00047544	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	02/01/2024	\$8,575.00
00047545	H00412	ORANGE PLAZA APARTMENTS LLC	02/01/2024	\$1,995.00
00047546	H1622	ORANGE TREE APTS	02/01/2024	\$16,002.00
00047547	H4761	ORRWAY APTS HOMES, LLC	02/01/2024	\$423.00
00047548	H00345	STEVE ORTLOFF	02/01/2024	\$2,499.00
00047549	H2516	SUIKO OZAKI	02/01/2024	\$1,997.00
00047550	H4495	P & J PROPERTY MANAGEMENT	02/01/2024	\$4,000.00
00047551	H1776	BRADRAKUMAR L PAHU	02/01/2024	\$1,258.00
00047552	H00447	HOPE PAK	02/01/2024	\$4,909.00
00047553	H1328	PALM ISLAND	02/01/2024	\$13,851.00
00047554	H4644	PALMA VISTA APTS, LLC	02/01/2024	\$1,581.00
00047555	H4477	PARISIAN APARTMENTS, LP	02/01/2024	\$1,540.00
00047556	H00395	PARK CENTER PLACE	02/01/2024	\$1,639.00
00047557	H00296	A CA LP PARK CITY APARTMENTS	02/01/2024	\$2,037.00
00047558	H4487	PARK LANDING APARTMENTS	02/01/2024	\$2,605.00
00047559	H0254	PARK STANTON PLACE LP	02/01/2024	\$8,002.00
00047560	H4307	JIN PARK	02/01/2024	\$1,756.00
00047561	H8794	PATEL DILIP M	02/01/2024	\$7,438.00

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00047562	H3249	SMITA DIPAK PATEL	02/01/2024	\$1,083.00
00047563	H3111	PELICAN INVESTMENTS #6, LLC	02/01/2024	\$3,396.00
00047564	H4370	PELICAN INVESTMENTS #8, LLC	02/01/2024	\$2,315.00
00047565	H3544	PELICAN INVESTMENTS, LLC	02/01/2024	\$364.00
00047566	H00222	AGNES PHAM	02/01/2024	\$1,143.00
00047567	H4176	BINH Q PHAM	02/01/2024	\$1,676.00
00047568	H4210	CAROLINE PHAM	02/01/2024	\$2,018.00
00047569	H3408	CHIEN DINH PHAM	02/01/2024	\$2,407.00
00047570	H1651	DAVID DUNG PHAM	02/01/2024	\$5,076.00
00047571	H9709	DAVID LINH PHAM	02/01/2024	\$1,953.00
00047572	H00368	DUY HOANG PHAM	02/01/2024	\$3,300.00
00047573	H3912	HIEU PHAM	02/01/2024	\$2,283.00
00047574	H1080	HOANG PHAM	02/01/2024	\$4,210.00
00047575	H00330	HUNG T PHAM	02/01/2024	\$2,084.00
00047576	H1971	KHANH CONG PHAM	02/01/2024	\$2,249.00
00047577	H1117	LUCY PHAM, KIM ANH OR PHAM	02/01/2024	\$4,113.00
00047578	H0788	LAN VAN PHAM	02/01/2024	\$3,070.00
00047579	H4095	LIEN PHAM	02/01/2024	\$1,619.00
00047580	H00089	LILY H PHAM	02/01/2024	\$1,168.00
00047581	H4033	NGHIA PHAM	02/01/2024	\$2,264.00
00047582	H4724	NHAC T PHAM	02/01/2024	\$1,776.00
00047583	H4683	PAULINE TRAM PHAM	02/01/2024	\$1,959.00
00047584	H3773	PHUONG T PHAM	02/01/2024	\$1,424.00
00047585	H4501	QUYNH GIAO PHAM	02/01/2024	\$2,107.00
00047586	H3786	QUYNH-ANH HOANG PHAM	02/01/2024	\$1,773.00
00047587	H00400	SOPHIA PHAM	02/01/2024	\$2,466.00
00047588	H00275	TAM T PHAM	02/01/2024	\$2,084.00
00047589	H00432	THIEN PHAM	02/01/2024	\$1,706.00
00047590	H2255	TIM PHAM	02/01/2024	\$4,085.00
00047591	H4651	TRANG PHAM	02/01/2024	\$4,736.00
00047592	H2065	TRI PHAM	02/01/2024	\$1,946.00
00047593	H4593	TRUONG TAI PHAM	02/01/2024	\$2,297.00
00047594	H4105	TUAN A PHAM	02/01/2024	\$1,972.00
00047595	H3880	VAN LOAN THI PHAM	02/01/2024	\$1,084.00

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00047596	H4503	VERONIQUE PHAM	02/01/2024	\$3,740.00
00047597	H3967	VU PHAM	02/01/2024	\$1,612.00
00047598	H2328	XUANNHA T PHAM	02/01/2024	\$1,800.00
00047599	H0595	HAI MINH PHAM	02/01/2024	\$13,490.00
00047600	H1932	HELEN PHAM	02/01/2024	\$1,187.00
00047601	H1851	LOAN ANH THI PHAM	02/01/2024	\$1,719.00
00047602	H0651	QUANG PHAM	02/01/2024	\$2,126.00
00047603	H4685	KATHY PHAN	02/01/2024	\$2,967.00
00047604	H00507	LONG PHAN	02/01/2024	\$2,545.00
00047605	H00510	MIKE PHAN	02/01/2024	\$1,677.00
00047606	H4188	OANH PHAN	02/01/2024	\$4,541.00
00047607	H4781	STEVEN PHAN	02/01/2024	\$1,609.00
00047608	H4408	TAMMY PHAN	02/01/2024	\$1,508.00
00047609	H00232	WILSON M PHAN	02/01/2024	\$1,615.00
00047610	H3257	DON PHAN	02/01/2024	\$1,434.00
00047611	H1101	TOAN CONG PHAN	02/01/2024	\$1,337.00
00047612	H3698	ART S PHARN	02/01/2024	\$1,881.00
00047613	H00505	PHOENIX II LLC	02/01/2024	\$4,922.00
00047614	H00141	PHOENIX PREMIER LLC	02/01/2024	\$3,599.00
00047615	H00467	KIM VAN THI PHUNG	02/01/2024	\$1,409.00
00047616	H2863	PINE TREE PROPERTY, LLC	02/01/2024	\$3,656.00
00047617	H3505	PJP PROPERTIES, LLC	02/01/2024	\$1,631.00
00047618	H00418	PLACENTIA 422 LP	02/01/2024	\$3,744.00
00047619	H00231	PLATINUM TRI BLOC LLC	02/01/2024	\$1,731.00
00047620	H1493	PLAZA PATRIA COURT LTD	02/01/2024	\$1,471.00
00047621	H3769	PNB GREEN EXPANSION MGMT, LLC	02/01/2024	\$5,062.00
00047622	H4795	POST STERLING COURT, LP	02/01/2024	\$1,580.00
00047623	H00434	PRINCE ACACIAWOOD PROPERTY LLC	02/01/2024	\$1,350.00
00047624	H3668	PRINCE NEW HORIZON VILLAGE	02/01/2024	\$5,894.00
00047625	H00194	QN INVESTMENT LLC	02/01/2024	\$14,231.00
00047626	H4306	SAN T QUACH	02/01/2024	\$1,389.00
00047627	H3994	DERRICK WILLIAM QUAN	02/01/2024	\$1,982.00
00047628	H4620	JEANNIE QUAN	02/01/2024	\$855.00
00047629	H4357	VAN-LAN QUAN	02/01/2024	\$2,891.00

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00047630	H1448	GARY L QUINN	02/01/2024	\$767.00
00047631	H00335	RAINTREE BROOKS LP	02/01/2024	\$1,938.00
00047632	H00486	A CA LP RRAINTREE COURTS	02/01/2024	\$2,248.00
00047633	H00169	RANCHO MONTEREY APARTMENTS	02/01/2024	\$4,920.00
00047634	H0978	RAVART PACIFIC, LP	02/01/2024	\$1,397.00
00047635	H3808	RAVENWOOD PROPERTIES, LLC	02/01/2024	\$3,179.00
00047636	H4801	RBJ INVESTMENTS CORP	02/01/2024	\$1,303.00
00047637	H00285	REAL ESTATE SOURCE	02/01/2024	\$1,669.00
00047638	H00367	RED CORAL LLC	02/01/2024	\$1,539.00
00047639	H3184	ROGER LEE REED	02/01/2024	\$3,067.00
00047640	H00549	REGENCY PALMS LP	02/01/2024	\$9,348.00
00047641	H3573	REO INTERNATIONAL CORPORATION	02/01/2024	\$4,034.00
00047642	H1100	ROBERTA APTS, LP	02/01/2024	\$1,432.00
00047643	H00425	PATRICIA A RODRIGUEZ	02/01/2024	\$1,500.00
00047644	H00266	BRADLEY A ROMSTEDT	02/01/2024	\$1,599.00
00047645	H3631	CHARLENE ROSSIGNOL	02/01/2024	\$1,415.00
00047646	H00128	RUSSELL REAL ESTATE LLC	02/01/2024	\$1,560.00
00047647	H00203	S & P PACIFIC PROPERTIES LLC	02/01/2024	\$3,109.00
00047648	H1149	MIHRAN SABUNJIAN	02/01/2024	\$15,147.00
00047649	H00246	SAGE PARK CA LP	02/01/2024	\$1,334.00
00047650	H00324	FARZANEH SAJADIEH	02/01/2024	\$3,540.00
00047651	H4231	SALSOL PROPERTIES, LLC	02/01/2024	\$1,320.00
00047652	H00305	SAN CARLOS	02/01/2024	\$7,633.00
00047653	H4681	SAN MARINO	02/01/2024	\$318.00
00047654	H00174	CYNTHIA SANCHEZ	02/01/2024	\$1,228.00
00047655	H0858	PAT SARGENT	02/01/2024	\$1,553.00
00047656	H3340	JILL ANN SCHLEIFER	02/01/2024	\$3,942.00
00047657	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	02/01/2024	\$1,091.00
00047658	H4485	SCWJ, LLC	02/01/2024	\$1,777.00
00047659	H4072	SERRANO WOODS, LP	02/01/2024	\$1,965.00
00047660	H00228	MARY E SHEN	02/01/2024	\$1,494.00
00047661	H00103	DAHNING SHIH	02/01/2024	\$2,125.00
00047662	H3699	SHREEVES PROPERTIES, LLC	02/01/2024	\$2,875.00
00047663	H00365	ANTHONY AND PATIENCE SHUTTS	02/01/2024	\$1,900.00

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00047664	H3779	IRV D SIGEL	02/01/2024	\$1,741.00
00047665	H4150	SILVER COVE APARTMENTS, LP	02/01/2024	\$2,235.00
00047666	H1182	SINGING TREE	02/01/2024	\$1,468.00
00047667	H3459	BAY SIU	02/01/2024	\$1,843.00
00047668	H00293	SOBER SOLUTIONS	02/01/2024	\$1,805.00
00047669	H4778	SOCF, LLC	02/01/2024	\$747.00
00047670	H00243	SOMMERVILLE CONZELMAN CO LP	02/01/2024	\$6,542.00
00047671	H00288	JENNIFER SON	02/01/2024	\$1,970.00
00047672	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	02/01/2024	\$1,649.00
00047673	H1686	JAMES SPEARS	02/01/2024	\$2,629.00
00047674	H00244	SPICY LIVING LLC	02/01/2024	\$3,638.00
00047675	H4145	SPRINGDALE STREET APARTMENTS	02/01/2024	\$4,546.00
00047676	H3835	SPRINGSIDE, LLC	02/01/2024	\$10,884.00
00047677	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	02/01/2024	\$1,923.00
00047678	H4458	TRUST STANLEY A SIROTT	02/01/2024	\$1,872.00
00047679	H3038	STANTON GROUP THREE, LLC	02/01/2024	\$6,286.00
00047680	H4566	STANTON GROUP, LLC	02/01/2024	\$1,182.00
00047681	H1277	STEWART PROPERTIES	02/01/2024	\$1,501.00
00047682	H00142	PATRICIA J STEWART	02/01/2024	\$1,932.00
00047683	H0403	ERICA STIDHAM	02/01/2024	\$6,501.00
00047684	H00462	STRATTFORD WINSTON LLC	02/01/2024	\$973.00
00047685	H0359	STUART DRIVE/ROSE GARDEN APTS	02/01/2024	\$114,521.00
00047686	H1147	UN SU	02/01/2024	\$3,152.00
00047687	H2049	SUNGROVE SENIOR APTS	02/01/2024	\$21,185.00
00047688	H3805	SUNNYGATE, LLC	02/01/2024	\$13,284.00
00047689	H00108	SUNRISE APARTMENT HOMES	02/01/2024	\$2,819.00
00047690	H3766	SUNRISE VILLAGE PROPERTIES, LLC	02/01/2024	\$9,364.00
00047691	H4484	EMILE J SWEIDA	02/01/2024	\$1,613.00
00047692	H00170	EVELYN SY	02/01/2024	\$1,995.00
00047693	H4543	SYCAMORE COURT APARTMENTS	02/01/2024	\$10,547.00
00047694	H4449	VINH TA	02/01/2024	\$1,884.00
00047695	H4081	ALI TAHAMI	02/01/2024	\$1,963.00
00047696	H00094	TAMARACK WOODS A CALIFORNIA LP	02/01/2024	\$2,830.00
00047697	H3432	ENLIANG T TANG	02/01/2024	\$1,633.00

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00047698	H00513	MUOI TANG	02/01/2024	\$1,963.00
00047699	H00268	TARA HILL APARTMENT	02/01/2024	\$2,064.00
00047700	H00229	TDDM INVESTMENTS CORP	02/01/2024	\$2,878.00
00047701	H00342	TDT BUSHARD, LLC	02/01/2024	\$765.00
00047702	H3527	TDT WASHINGTON, LLC	02/01/2024	\$4,324.00
00047703	H4653	TH 12622 MORNINGSIDE, LLC	02/01/2024	\$1,610.00
00047704	H2875	HENRY THACH	02/01/2024	\$2,984.00
00047705	H4731	LYNN THAI	02/01/2024	\$1,540.00
00047706	H00185	JAI PAUL THAKUR	02/01/2024	\$1,522.00
00047707	H00076	THE ARBORS-LAKE FOREST OWNER LLC	02/01/2024	\$1,351.00
00047708	H00052	THE CAMBRIDGE	02/01/2024	\$4,465.00
00047709	H00445	THE EDWARD APARTMENTS LLC	02/01/2024	\$1,418.00
00047710	H4391	THE FLORENTINE APTS	02/01/2024	\$1,771.00
00047711	H4759	THE KELVIN APARTMENTS	02/01/2024	\$2,274.00
00047712	H4390	THE MEDITERRANEAN APTS	02/01/2024	\$1,190.00
00047713	H4591	THE PALM GARDEN APTS LP	02/01/2024	\$1,325.00
00047714	H1007	THE ROSE GARDEN APTS	02/01/2024	\$22,890.00
00047715	H4633	THSW PARTNERS, LLC	02/01/2024	\$6,363.00
00047716	H3260	ANA MARIA THULSIRAJ	02/01/2024	\$1,265.00
00047717	H00053	TIC INVESTMENT COMPANY LLC	02/01/2024	\$6,149.00
00047718	H00062	TIC INVESTMENT COMPANY	02/01/2024	\$4,522.00
00047719	H00422	TIC INVESTMENT COMPANY LLC	02/01/2024	\$2,071.00
00047720	H4599	TIC INVESTMENT COMPANY, LLC	02/01/2024	\$1,705.00
00047721	H4600	TIC INVESTMENT COMPANY, LLC	02/01/2024	\$4,066.00
00047722	H4720	TIC INVESTMENT COMPANY, LLC	02/01/2024	\$2,450.00
00047723	H00060	TIC INVESTMENT LLC	02/01/2024	\$2,688.00
00047724	H00308	TJAC-PI LLC	02/01/2024	\$5,906.00
00047725	H00257	TKN DBA GROVESIDE LLC	02/01/2024	\$1,540.00
00047726	H4494	TLHA DOTY, LLC	02/01/2024	\$3,276.00
00047727	H4219	TLHA PALM, LLC	02/01/2024	\$2,119.00
00047728	H00207	TN INVESTMENTS GROUP LLC	02/01/2024	\$3,522.00
00047729	H00334	TN INVESTMENTS GROUP LLC	02/01/2024	\$3,160.00
00047730	H00378	TN INVESTMENTS GROUP LLC	02/01/2024	\$4,360.00
00047731	H00455	TN INVESTMENTS GROUP LLC	02/01/2024	\$2,630.00

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00047732	H3827	TN INVESTMENTS GROUP, LLC	02/01/2024	\$19,286.00
00047733	H3828	TN INVESTMENTS GROUP, LLC	02/01/2024	\$1,825.00
00047734	H3829	TN INVESTMENTS GROUP, LLC	02/01/2024	\$1,545.00
00047735	H3831	TN INVESTMENTS GROUP, LLC	02/01/2024	\$1,539.00
00047736	H3939	TN INVESTMENTS PROPERTIES, LLC	02/01/2024	\$20,490.00
00047737	H4753	TNL PROPERTY, LLC	02/01/2024	\$2,615.00
00047738	H1212	KIMTRUNG THI TO	02/01/2024	\$1,815.00
00047739	H0855	VAN THU TO	02/01/2024	\$7,075.00
00047740	H4492	TOC TOC, LLC	02/01/2024	\$4,178.00
00047741	H3377	TAP THAT TON	02/01/2024	\$2,075.00
00047742	H00444	NANCY YAPING TONG	02/01/2024	\$1,976.00
00047743	H3902	TOPADVANCED, LLC	02/01/2024	\$5,564.00
00047744	H00370	TOWNE CENTRE AT ORANGE	02/01/2024	\$1,920.00
00047745	H00178	TR ENTERPRISE LLC	02/01/2024	\$1,585.00
00047746	H1789	TRAN'S APARTMENTS	02/01/2024	\$5,416.00
00047747	H4099	ANDREW TRAN	02/01/2024	\$756.00
00047748	H4407	ANDREW TRAN	02/01/2024	\$2,080.00
00047749	H7723	ANH TUYET T TRAN	02/01/2024	\$1,837.00
00047750	H4727	ANNA THI TRAN	02/01/2024	\$1,159.00
00047751	H4012	CATHY TRAN	02/01/2024	\$1,754.00
00047752	H00156	DAT DOAN TRAN	02/01/2024	\$990.00
00047753	H00392	DUC M TRAN	02/01/2024	\$1,813.00
00047754	H3577	EDWARD T TRAN	02/01/2024	\$1,688.00
00047755	H2027	FREDERICK M TRAN	02/01/2024	\$1,213.00
00047756	H00102	HELENA TRAN	02/01/2024	\$1,896.00
00047757	H3646	HENRY TRAN	02/01/2024	\$1,178.00
00047758	H1203	JACLYN TRAN, HIEP OR TRAN	02/01/2024	\$1,203.00
00047759	H3554	HO VAN TRAN	02/01/2024	\$6,747.00
00047760	H3896	HOA TRAN	02/01/2024	\$869.00
00047761	H00124	HUE THI DANG TRAN	02/01/2024	\$2,489.00
00047762	H3456	HUNG QUOC TRAN	02/01/2024	\$1,647.00
00047763	H00044	HUONG TRAN	02/01/2024	\$2,966.00
00047764	H00057	HUYEN TRAN	02/01/2024	\$2,550.00
00047765	H3403	JANE TRAN	02/01/2024	\$2,220.00

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00047766	H4270	JIM DUC TRAN	02/01/2024	\$1,658.00
00047767	H4698	JOHNNY TRAN	02/01/2024	\$4,461.00
00047768	H4251	JOSEPH QUANG TRAN	02/01/2024	\$1,750.00
00047769	H4499	JOSEPHINE TRAN	02/01/2024	\$2,226.00
00047770	H00454	KELLY KHUONG TRAN	02/01/2024	\$5,031.00
00047771	H00171	KENNY TRAN	02/01/2024	\$2,482.00
00047772	H00195	KEVIN TRAN	02/01/2024	\$2,760.00
00047773	H4158	KEVIN THANH TRAN	02/01/2024	\$1,541.00
00047774	H00058	KIEU VAN TRAN	02/01/2024	\$2,619.00
00047775	H3517	KIM VAN TRAN	02/01/2024	\$3,765.00
00047776	H4276	LAY THI TRAN	02/01/2024	\$1,921.00
00047777	H00511	LOAN TRAN	02/01/2024	\$1,449.00
00047778	H4130	LOC H TRAN	02/01/2024	\$2,520.00
00047779	H4788	LONG QUOC TRAN	02/01/2024	\$1,596.00
00047780	H3775	LUCIA THUY TRAN	02/01/2024	\$1,164.00
00047781	H3442	MARY TRAN	02/01/2024	\$1,152.00
00047782	H4732	MINH TRAN	02/01/2024	\$1,249.00
00047783	H4059	MY T TRAN	02/01/2024	\$2,297.00
00047784	H4687	NGAN TRAN	02/01/2024	\$3,756.00
00047785	H3211	NGOC THI TRAN	02/01/2024	\$2,169.00
00047786	H4378	NHUT NGUYEN TRAN	02/01/2024	\$1,494.00
00047787	H3530	TAM ANH TRAN	02/01/2024	\$2,823.00
00047788	H4198	TAM MINH TRAN	02/01/2024	\$1,981.00
00047789	H3742	THERESA T TRAN	02/01/2024	\$385.00
00047790	H3744	THERESA T TRAN	02/01/2024	\$1,491.00
00047791	H4291	THONG TRAN	02/01/2024	\$1,127.00
00047792	H3371	THU HUONG THI TRAN	02/01/2024	\$921.00
00047793	H4394	TIM TRAN	02/01/2024	\$2,093.00
00047794	H4573	TINA TRAN	02/01/2024	\$2,326.00
00047795	H00025	TONY TRAN	02/01/2024	\$2,074.00
00047796	H00073	TRANG P TRAN	02/01/2024	\$1,032.00
00047797	H4507	TRUNG H TRAN	02/01/2024	\$1,583.00
00047798	H3163	TRUYEN & HELEN TRAN	02/01/2024	\$2,347.00
00047799	H3220	TU TRAN	02/01/2024	\$1,776.00

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00047800	H3253	VICTORIA TRAN	02/01/2024	\$1,803.00
00047801	H0386	BAU TRAN	02/01/2024	\$1,040.00
00047802	H3227	PAUL TUAN DUC TRAN	02/01/2024	\$1,672.00
00047803	H2712	PHUONG THUY TRAN	02/01/2024	\$1,159.00
00047804	H1903	THU-HANG TRAN	02/01/2024	\$4,752.00
00047805	H2776	TUAN HUY TRAN	02/01/2024	\$1,082.00
00047806	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	02/01/2024	\$1,101.00
00047807	H4136	HONG QUANG TRIEU	02/01/2024	\$1,162.00
00047808	H4266	NANCY TRIEU	02/01/2024	\$1,532.00
00047809	H2231	EMMA TRINH	02/01/2024	\$1,451.00
00047810	H00453	TAM T TRINH	02/01/2024	\$1,539.00
00047811	H3759	THANH-MAI TRINH	02/01/2024	\$3,069.00
00047812	H00385	THU XUAN TRINH	02/01/2024	\$1,897.00
00047813	H4493	TRANG N TRINH	02/01/2024	\$1,401.00
00047814	H4356	TUAN TRINH	02/01/2024	\$2,024.00
00047815	H00351	TRIPLETS CASTLE LLC	02/01/2024	\$4,200.00
00047816	H3993	DUNG T TRUONG	02/01/2024	\$1,185.00
00047817	H4476	HANH NGOC TRUONG	02/01/2024	\$1,930.00
00047818	H00356	HOAN VU MINH TRUONG	02/01/2024	\$275.00
00047819	H00188	HUE AI TRUONG	02/01/2024	\$1,883.00
00047820	H00201	JOHN TRUONG	02/01/2024	\$1,649.00
00047821	H4780	KENNY N TRUONG	02/01/2024	\$2,548.00
00047822	H00491	LAM TRUONG	02/01/2024	\$1,212.00
00047823	H00461	TAMMY TRUONG	02/01/2024	\$2,768.00
00047824	H2729	QUYEN MY TRUONG	02/01/2024	\$1,488.00
00047825	H4445	YUNGLIN & SHU-MEI TSAO	02/01/2024	\$3,038.00
00047826	H3867	TU BI THIEN TAM	02/01/2024	\$2,927.00
00047827	H8168	TUDOR GROVE	02/01/2024	\$87,255.00
00047828	H4536	TUSTIN AFFORDABLE HOUSING	02/01/2024	\$3,162.00
00047829	H4030	TUSTIN SOUTHERN APTS - OFFICE	02/01/2024	\$1,411.00
00047830	H00388	UDR HUNTINGTON VISTA LP DBA HUNTINGTON VISTA	02/01/2024	\$6,120.00
00047831	H9100	V W PROPERTY	02/01/2024	\$5,754.00
00047832	H00410	V&L PROPERTIES LLC	02/01/2024	\$1,960.00

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00047833	H1541	CONNIE VALDEZ	02/01/2024	\$1,343.00
00047834	H00361	VALLEY VIEW SENIOR APARTMENTS LLC	02/01/2024	\$19,697.00
00047835	H00199	LISA TO VAN	02/01/2024	\$1,599.00
00047836	H0814	MINH XUONG VAN	02/01/2024	\$713.00
00047837	H4661	RONALD VAN	02/01/2024	\$3,534.00
00047838	H2755	ARTURO ENRIQUEZ VAZQUEZ	02/01/2024	\$1,131.00
00047839	H4392	VERSAILLES APTS	02/01/2024	\$3,386.00
00047840	H4625	VINTAGE FLAGSHIP, LLC	02/01/2024	\$3,171.00
00047841	H3689	VJ SURGICAL, LLC	02/01/2024	\$2,490.00
00047842	H00497	VLADIMIR AND MARTA BILANOVIC AS TRUSTEES	02/01/2024	\$1,641.00
00047843	H3628	VLE RENTAL, LLC	02/01/2024	\$10,282.00
00047844	H00464	HANG LEHONG VO	02/01/2024	\$2,097.00
00047845	H3132	HUNG MINH VO	02/01/2024	\$2,733.00
00047846	H4205	JEFF VO	02/01/2024	\$1,440.00
00047847	H2134	KHANH MAI VO	02/01/2024	\$6,942.00
00047848	H4531	LOAN VO	02/01/2024	\$2,208.00
00047849	H3938	LOC ANH VO	02/01/2024	\$1,139.00
00047850	H4787	MICKEY VO	02/01/2024	\$1,724.00
00047851	H00473	NIKKI VO	02/01/2024	\$1,553.00
00047852	H00394	TRACY TRANG VO	02/01/2024	\$2,382.00
00047853	H1481	TINA NGA VOLE	02/01/2024	\$1,238.00
00047854	H3718	NIPA D VORA	02/01/2024	\$2,930.00
00047855	H00524	VT 888 LLC	02/01/2024	\$3,559.00
00047856	H3907	ANNIE VU	02/01/2024	\$1,641.00
00047857	H00477	BICH HIEN VU	02/01/2024	\$2,233.00
00047858	H2123	DAT VU	02/01/2024	\$19,547.00
00047859	H4560	HOA VU	02/01/2024	\$1,822.00
00047860	H3918	HUAN VU	02/01/2024	\$1,480.00
00047861	H00065	HUNG TRONG VU	02/01/2024	\$1,671.00
00047862	H00211	KHUAT VU	02/01/2024	\$2,046.00
00047863	H4657	KRYSTINA VU	02/01/2024	\$1,417.00
00047864	H4197	LEO M VU	02/01/2024	\$1,761.00
00047865	H4549	MINH VU	02/01/2024	\$1,456.00
00047866	H3760	NAM H VU	02/01/2024	\$4,029.00

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00047867	H3274	PHUONG MINH VU	02/01/2024	\$1,294.00
00047868	H00306	SHAWN VU	02/01/2024	\$1,791.00
00047869	H00074	SU T VU	02/01/2024	\$1,813.00
00047870	H00249	SUONG N VU	02/01/2024	\$1,539.00
00047871	H3823	TAN DUY VU	02/01/2024	\$3,339.00
00047872	H2823	TRUNG QUOC VU	02/01/2024	\$1,217.00
00047873	H0883	TUONG MANH VU	02/01/2024	\$2,931.00
00047874	H3928	VIVIAN VU	02/01/2024	\$909.00
00047875	H4807	YEN T VU	02/01/2024	\$3,000.00
00047876	H00034	HAO DUC VUONG	02/01/2024	\$1,472.00
00047877	H00226	HOA THI VUONG	02/01/2024	\$3,268.00
00047878	H00313	KAITHLYN VUONG	02/01/2024	\$1,268.00
00047879	H4642	DAVID WALD	02/01/2024	\$946.00
00047880	H9105	WALDEN APTS	02/01/2024	\$4,543.00
00047881	H1725	WALDEN GLEN APTS	02/01/2024	\$1,894.00
00047882	H4489	HO PONG WAN	02/01/2024	\$3,359.00
00047883	H2084	CHARLES WANG	02/01/2024	\$6,186.00
00047884	H2253	SUZY WANG	02/01/2024	\$3,575.00
00047885	H0867	IRVING WEISER	02/01/2024	\$1,654.00
00047886	H00419	WEISSER INVESTMENTS LLC	02/01/2024	\$10,866.00
00047887	H4530	WESLEY VILLAGE APARTMENTS	02/01/2024	\$5,623.00
00047888	H0442	HENRY B WESSELN	02/01/2024	\$1,257.00
00047889	H1238	WESTCHESTER PARK, LP	02/01/2024	\$1,994.00
00047890	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	02/01/2024	\$14,707.00
00047891	H3468	WESTLAKE APARTMENTS, LLC	02/01/2024	\$8,744.00
00047892	H2684	WESTMINSTER HOUSING PARTNER, LP	02/01/2024	\$10,116.00
00047893	H1025	WESTPARK APTS	02/01/2024	\$2,400.00
00047894	H00376	WHISPERING FOUNTAINS AT LAGUNA WOODS	02/01/2024	\$1,693.00
00047895	H2986	CINDY OR ED WICK	02/01/2024	\$961.00
00047896	H00437	WILLIAMS STRATTON FAMILY LLC	02/01/2024	\$1,670.00
00047897	H0029	WILLOWICK ROYAL	02/01/2024	\$499.00
00047898	H4424	WILSHIRE CREST	02/01/2024	\$1,331.00
00047899	H4523	WINDMILL APARTMENTS	02/01/2024	\$5,296.00
00047900	H3429	WINDWOOD KNOLL APARTMENTS	02/01/2024	\$2,991.00

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00047901	H9109	WINNIE INVESTMENT	02/01/2024	\$8,109.00
00047902	H3286	WINSTON PLACE, LLC	02/01/2024	\$1,209.00
00047903	H4232	WONDERFUL IDEA, LLC	02/01/2024	\$1,562.00
00047904	H00413	JULIA WONG	02/01/2024	\$1,770.00
00047905	H3592	PHILLIP WONG	02/01/2024	\$1,095.00
00047906	H4709	WOODBRIIDGE VILLAS APARTMENT HOMES	02/01/2024	\$1,569.00
00047907	H4762	WOODBRIIDGE WILLOWS	02/01/2024	\$4,364.00
00047908	H3506	WOODBURY SQUARE	02/01/2024	\$1,994.00
00047909	H00184	XIAOLIN WU	02/01/2024	\$884.00
00047910	H00469	THOMAS XA	02/01/2024	\$1,841.00
00047911	H00398	TINA PI-YU YAO	02/01/2024	\$2,150.00
00047912	H0165	LEON SHU YAU	02/01/2024	\$1,699.00
00047913	H4806	JIYUN YEOM	02/01/2024	\$3,069.00
00047914	H00190	JAIMIE L YIANG	02/01/2024	\$1,766.00
00047915	H00333	YORBA LINDA ALTRUDY LP	02/01/2024	\$1,062.00
00047916	H4168	HENRY H YOUNG	02/01/2024	\$1,686.00
00047917	H4596	EUGENIA ZASLAVSKY	02/01/2024	\$4,679.00
00047918	H3730	GEORGE ZHAO	02/01/2024	\$1,677.00
00692285	H00411	1600 W BROADWAY LLC	02/01/2024	\$1,919.00
00692286	H4194	WILLIAM ADAMS	02/01/2024	\$1,229.00
00692287	H00238	ADVANCE GLOBAL ASSET GROUP INC	02/01/2024	\$1,463.00
00692289	H4534	ALISO VIEJO 621, LP	02/01/2024	\$1,364.00
00692290	H00290	ALLEPHESIANS 1, LLC	02/01/2024	\$1,730.00
00692291	H2616	ANAHEIM REVITALIZATION II PART	02/01/2024	\$2,962.00
00692292	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	02/01/2024	\$1,782.00
00692293	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	02/01/2024	\$1,769.00
00692294	H7330	BAHIA VILLAGE MOBILEHOME PARK	02/01/2024	\$996.00
00692295	H00070	BRIDGE WF CA CRYSTAL VIEW LP	02/01/2024	\$2,579.00
00692296	H0950	RICHARD BUI JR	02/01/2024	\$2,973.00
00692297	H00155	CRYSTAL BUI	02/01/2024	\$2,168.00
00692298	H3596	JIMMY QUOC BUI	02/01/2024	\$4,139.00
00692299	H4355	LAN HUYNH NGOC BUI	02/01/2024	\$860.00
00692300	H0432	PHAT BUI	02/01/2024	\$3,444.00
00692301	H1455	SON MINH BUI	02/01/2024	\$1,400.00

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00692302	H4756	TAN H BUI	02/01/2024	\$1,566.00
00692303	H4238	TINH TIEN BUI	02/01/2024	\$2,108.00
00692304	H00247	CASA LA VETA ASSOCIATES	02/01/2024	\$1,905.00
00692305	H00515	CASA TIEMPO	02/01/2024	\$1,578.00
00692306	H9009	CHANTECLAIR APTS	02/01/2024	\$1,391.00
00692307	H2701	DAVID CHEN	02/01/2024	\$1,446.00
00692308	H4671	ROBERT CHRISTMAN	02/01/2024	\$2,658.00
00692309	H00358	ANH CHU	02/01/2024	\$1,863.00
00692310	H4617	MEI-LING CHU	02/01/2024	\$1,036.00
00692311	H00456	CITY YARD HOUSING PARTNERS LP C/O FPI MANAGEMENT	02/01/2024	\$1,018.00
00692312	H4773	CMIF III CORONADO PALMS, LLC	02/01/2024	\$1,577.00
00692313	H00227	CORDOVA A CA LP	02/01/2024	\$2,003.00
00692314	H00344	CORTESIA AT RANCHO SANTA MARGARITA	02/01/2024	\$2,482.00
00692315	H4380	CRESTWOOD ON 7, LLC	02/01/2024	\$2,629.00
00692316	H00072	KHANH DANG	02/01/2024	\$1,547.00
00692317	H00106	HAROLD E DELONG	02/01/2024	\$1,347.00
00692318	H4690	KIM-ANH T DINH	02/01/2024	\$5,135.00
00692319	H00545	DUNG DO	02/01/2024	\$2,697.00
00692320	H4533	MINH TAM DO	02/01/2024	\$1,836.00
00692321	H4222	THUAN DO	02/01/2024	\$1,398.00
00692322	H00538	THUC B DO	02/01/2024	\$3,578.00
00692323	H3422	DINH T DOAN	02/01/2024	\$1,451.00
00692324	H00043	MICHAEL DOAN	02/01/2024	\$1,545.00
00692325	H00543	TAMMY DOAN	02/01/2024	\$3,947.00
00692326	H1395	HELMUT DONNER	02/01/2024	\$2,402.00
00692327	H4348	LAN DUONG	02/01/2024	\$1,513.00
00692328	H00377	EIGHT 80 NEWPORT BEACH	02/01/2024	\$1,612.00
00692329	H4187	EL CAMINO LU, LLC	02/01/2024	\$1,793.00
00692330	H3075	EMERALD GARDENS APT	02/01/2024	\$540.00
00692331	H5060	EUCLID PARK APTS	02/01/2024	\$1,739.00
00692332	H4813	FENWAY PROPERTIES	02/01/2024	\$1,490.00
00692333	H00399	FIVE COVES	02/01/2024	\$2,047.00
00692334	H2768	DALE A FULLWOOD	02/01/2024	\$1,400.00

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00692335	H00415	FUSION PROPERTY MANAGMENT COMPANY	02/01/2024	\$1,491.00
00692336	H4193	GROVE PARK, LLC	02/01/2024	\$4,512.00
00692337	H00389	HANNA PROPERTY INVESTMENTS LLC	02/01/2024	\$2,584.00
00692338	H1979	STEVE HARA	02/01/2024	\$6,606.00
00692339	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	02/01/2024	\$1,141.00
00692340	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	02/01/2024	\$2,222.00
00692341	H1873	JAMES HOANG	02/01/2024	\$1,518.00
00692342	H3022	NICK HOFFMAN	02/01/2024	\$2,280.00
00692343	H00355	HOYT REAL ESTATE INC	02/01/2024	\$1,763.00
00692344	H3140	CHONG WEI HUANG	02/01/2024	\$1,222.00
00692345	H00503	LP HUNTINGTON-HUMBOLDT	02/01/2024	\$1,493.00
00692346	H4810	DOANH HUYNH	02/01/2024	\$1,351.00
00692347	H3473	NATALIE N HUYNH	02/01/2024	\$1,409.00
00692348	H00516	VAN HUYNH	02/01/2024	\$579.00
00692349	H3095	TRANG HUYNH	02/01/2024	\$4,830.00
00692350	H00224	JAMES K SKEOCH DECEDENT'S TRUST	02/01/2024	\$4,157.00
00692351	H00254	STEPHEN JOHNSON	02/01/2024	\$1,463.00
00692352	H4584	JOON CHOI VDS APARTMENT LLC	02/01/2024	\$13,118.00
00692353	H2641	KDF HERMOSA, LP	02/01/2024	\$5,584.00
00692354	H3083	KDF MALABAR, LP	02/01/2024	\$36,006.00
00692355	H2403	KDF SEA WIND, LP	02/01/2024	\$1,067.00
00692356	H00531	JULIE KHAN	02/01/2024	\$4,368.00
00692357	H00217	VI KIM	02/01/2024	\$2,125.00
00692358	H3683	WILLIAM KUNZMAN	02/01/2024	\$1,988.00
00692359	H00492	LTD LA MADERA	02/01/2024	\$1,748.00
00692360	H00478	LAGUNA GARDEN APARTMENTS	02/01/2024	\$2,428.00
00692361	H00117	ANH T LAM	02/01/2024	\$796.00
00692362	H4284	LE FAMILY TRUST	02/01/2024	\$1,630.00
00692363	H1638	DON LE	02/01/2024	\$925.00
00692364	H1531	TRACEY LE	02/01/2024	\$1,467.00
00692365	H00533	VAN LE	02/01/2024	\$2,000.00
00692366	H1423	VIET Q LE	02/01/2024	\$1,341.00
00692367	H0298	YENNHI LE	02/01/2024	\$1,636.00
00692368	H4132	HOABINH LE-MUNZER	02/01/2024	\$1,050.00

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00692369	H00223	LAWRENCE B LEBLANC	02/01/2024	\$16,197.00
00692370	H4694	DOUG LEONG	02/01/2024	\$1,616.00
00692371	H0216	ALICE LIAO	02/01/2024	\$2,993.00
00692373	H4765	MAI LUONG	02/01/2024	\$3,523.00
00692374	H0958	WILLIAM T MACDONALD	02/01/2024	\$5,943.00
00692375	H00500	DAVID MADJE	02/01/2024	\$1,259.00
00692376	H00132	DAVID E MADJE	02/01/2024	\$11,138.00
00692377	H00423	JOSE L MADRIGAL	02/01/2024	\$1,686.00
00692378	H1188	LARRY MAH	02/01/2024	\$1,230.00
00692379	H2333	HANH T MAI-NGUYEN	02/01/2024	\$1,585.00
00692380	H1861	TERRY MAMMEN	02/01/2024	\$5,669.00
00692381	H4675	ZHIYAN MAO	02/01/2024	\$3,278.00
00692382	H00279	ODETTE MIKHAIL	02/01/2024	\$2,000.00
00692383	H3043	MONARK, LP	02/01/2024	\$9,629.00
00692384	H00353	MONTICELLO PROPERTY MANAGEMENT	02/01/2024	\$1,646.00
00692385	H00274	NEWPORT HOUSING PARTNERS LP	02/01/2024	\$1,782.00
00692386	H00152	BRIGHTON QUOC SI NGO	02/01/2024	\$1,484.00
00692387	H00114	AN NGUYEN	02/01/2024	\$762.00
00692388	H00420	BAONGOC NGUYEN	02/01/2024	\$3,169.00
00692389	H1184	BICHLE T NGUYEN	02/01/2024	\$4,689.00
00692390	H00270	HAIHA NGUYEN	02/01/2024	\$1,651.00
00692391	H00542	HUAN Q NGUYEN	02/01/2024	\$3,217.00
00692392	H00397	JENNY NGUYEN	02/01/2024	\$2,044.00
00692393	H4473	MAI NGUYEN	02/01/2024	\$1,500.00
00692394	H00271	MINDY NGUYEN	02/01/2024	\$1,681.00
00692395	H00175	NAM V NGUYEN	02/01/2024	\$1,345.00
00692396	H4061	NGUYEN, NICOLE U	02/01/2024	\$1,211.00
00692397	H00547	PHUOC BAO NGUYEN	02/01/2024	\$2,735.00
00692398	H00548	QUOC NGUYEN	02/01/2024	\$2,245.00
00692399	H4529	STEVEN NGUYEN	02/01/2024	\$946.00
00692400	H9044	THANH VAN NGUYEN	02/01/2024	\$1,673.00
00692401	H4682	THUY T NGUYEN	02/01/2024	\$812.00
00692402	H00424	TU VAN NGUYEN	02/01/2024	\$1,834.00
00692403	H00332	TUAN NGUYEN	02/01/2024	\$1,578.00

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00692404	H3103	NICOLE UYEN NGUYEN	02/01/2024	\$701.00
00692405	H2879	PAULINE KIMPHUNG NGUYEN	02/01/2024	\$5,039.00
00692406	H1027	TON SANH NGUYEN	02/01/2024	\$1,305.00
00692407	H3114	TRACY NGUYEN	02/01/2024	\$2,186.00
00692408	H2699	THUY-TIEN NGUYEN-TU	02/01/2024	\$3,209.00
00692409	H00212	OCEAN BREEZE VILLAS	02/01/2024	\$2,065.00
00692410	H00041	OLIVIA THANH CAPITALS LLC	02/01/2024	\$3,736.00
00692411	H00291	PALM ISLAND SENIOR APARTMENTS	02/01/2024	\$12,343.00
00692412	H00530	PARK CITY RANCHOS-BELL	02/01/2024	\$2,819.00
00692413	H00193	PARK RIDGE ENTERPRISE LP	02/01/2024	\$1,629.00
00692414	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	02/01/2024	\$1,994.00
00692415	H4582	ANH THI PHAM	02/01/2024	\$1,762.00
00692416	H00414	CUONG KIM PHAM	02/01/2024	\$2,056.00
00692417	H4800	DAVID VU PHAM	02/01/2024	\$1,835.00
00692418	H00150	DON PHU PHAM	02/01/2024	\$2,860.00
00692419	H00182	JULIE NGOC PHAM	02/01/2024	\$1,722.00
00692420	H3817	QUYEN PHAM	02/01/2024	\$1,475.00
00692421	H00349	HARRISON PHAN	02/01/2024	\$1,755.00
00692422	H4786	HUNG PHAN	02/01/2024	\$2,843.00
00692423	H00303	JENNIFER PHAN	02/01/2024	\$1,330.00
00692424	H00316	PINES APARTMENTS	02/01/2024	\$1,910.00
00692425	H4509	PLAZA WOODS, LLC	02/01/2024	\$2,577.00
00692426	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	02/01/2024	\$1,976.00
00692427	H00320	PRALLE AND CASE NO. 2 LP	02/01/2024	\$1,540.00
00692428	H4353	RAYMOND AND LYNN RUAIS	02/01/2024	\$805.00
00692429	H00427	SAN JUAN A CA LP	02/01/2024	\$1,107.00
00692430	H00283	SANTA ANA HOUSING AUTHORITY	02/01/2024	\$23,711.08
00692431	H3488	CELESTE SCHWERMAN	02/01/2024	\$1,073.00
00692432	H00322	SEA WIND 2016 LP	02/01/2024	\$591.00
00692433	H00317	SEQUOIA EQUITIES HIDDEN HILLS	02/01/2024	\$1,694.00
00692434	H00457	TIMOTHY SHINN	02/01/2024	\$1,788.00
00692435	H4241	SILO NORTHEAST, LLC	02/01/2024	\$3,552.00
00692436	H00525	SURF HOUSE HB LLC	02/01/2024	\$1,831.00
00692437	H4590	CATHY TA	02/01/2024	\$1,520.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00692438	H00147	DANNY HOANG TA	02/01/2024	\$1,545.00
00692439	H00493	CLAUDIA L TAPIA	02/01/2024	\$1,398.00
00692440	H4409	TERESINA APARTMENTS	02/01/2024	\$1,418.00
00692441	H00523	THE BREAKWATER APARTMENTS	02/01/2024	\$5,664.00
00692442	H00113	THE HUNTINGTON PARTNERSHIP	02/01/2024	\$1,644.00
00692443	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	02/01/2024	\$3,087.00
00692444	H00482	THE ZAND FAMILY REVOCABLE TRUST	02/01/2024	\$770.00
00692445	H1959	THOMSON EQUITIES	02/01/2024	\$1,394.00
00692446	H00532	NHAC THUY	02/01/2024	\$1,627.00
00692447	H00521	TIC INVESTMENT COMPANY LLC	02/01/2024	\$2,291.00
00692448	H4726	TIC INVESTMENT COMPANY, LLC	02/01/2024	\$8,854.00
00692449	H00343	TOMMY LEE & TIFFANY THUY PHAM	02/01/2024	\$1,510.00
00692450	H4616	VINH THAT TON	02/01/2024	\$1,887.00
00692451	H00075	IVY TONNU-MIHARA	02/01/2024	\$1,454.00
00692452	H00331	ANTHONY P TRAN	02/01/2024	\$1,357.00
00692453	H4688	ERIC TRAN	02/01/2024	\$523.00
00692454	H3686	LIEN KIM TRAN-NGUYEN	02/01/2024	\$1,209.00
00692455	H00273	TRIDER CORPORATION	02/01/2024	\$1,952.00
00692456	H00056	LUCKY LUC TRUONG	02/01/2024	\$1,539.00
00692457	H2335	THUAN BICH TRUONG	02/01/2024	\$1,712.00
00692458	H2410	SON BICH TRUONG	02/01/2024	\$1,854.00
00692459	H0146	ANGELO S TURI	02/01/2024	\$2,840.00
00692460	H00338	UDR THE RESIDENCES AT BELLA TERRA	02/01/2024	\$2,063.00
00692461	H2982	MARCO VELASTEGUI	02/01/2024	\$1,742.00
00692462	H3943	VILLA CAPRI ESTATES	02/01/2024	\$2,124.00
00692463	H2717	THUA VINH	02/01/2024	\$857.00
00692464	H00373	VINKAYLA LLC	02/01/2024	\$2,119.00
00692465	H4662	VISTA DEL SOL APARTMENTS	02/01/2024	\$1,611.00
00692466	H9103	VISTA DEL SOL APTS	02/01/2024	\$1,457.00
00692467	H00430	BINH NGUYEN VO	02/01/2024	\$6,432.00
00692468	H1723	KIMCHI VO	02/01/2024	\$2,062.00
00692469	H00369	SAMANTHA VO	02/01/2024	\$1,510.00
00692470	H3476	TIN TRUNG VO	02/01/2024	\$1,616.00
00692471	H1805	VPM BRIDGES APTS	02/01/2024	\$719.00

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00692472	H3637	VPM MANAGEMENT	02/01/2024	\$1,328.00
00692473	H3088	VPM SHER LANE, LP	02/01/2024	\$2,891.00
00692474	H00146	LONG DUC VU	02/01/2024	\$968.00
00692475	H2900	DANNY VU	02/01/2024	\$2,046.00
00692476	H00487	TIFFANY VUONG	02/01/2024	\$1,539.00
00692477	H00472	WALNUT JEFFREY PARTNERSHIP	02/01/2024	\$1,235.00
00692478	H00359	JIA PEIR WANG	02/01/2024	\$1,248.00
00692479	H0719	NEIL E WEST	02/01/2024	\$1,372.00
00692480	H00481	WHIFFLE TREE APARTMENTS	02/01/2024	\$5,158.00
00692481	H1934	WINDSOR-DAWSON, LP	02/01/2024	\$4,786.00
00692482	H00504	WLCO LF PARTNERS LP	02/01/2024	\$1,087.00
00692483	H00118	WOODBRIIDGE APARTMENTS	02/01/2024	\$1,969.00
			EFT:	1,066 \$3,664,117.60
			Check:	197 \$520,509.08
			Total:	1,263 \$4,184,626.68



City of Garden Grove
Certificate of Warrants
Register Dates:
02/07/2024

This is to certify the demands covered by EFT numbers 00047919 through 00047968, and check numbers 00692486 through 00692576 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Checks 00692564 and 00692573 have been voided

A handwritten signature in black ink, appearing to read 'Patricia Song', positioned above a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Feb 2, 2024 and Feb 7, 2024
Bank(s): AP - Checking Account, WT - Checking Account

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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00047919	V00133	2-1-1 ORANGE COUNTY	02/07/2024	\$1,265.02
00047920	V00516	ACCO ENGINEERED SYSTEMS, INC	02/07/2024	\$8,938.66
00047921	V02837	ALLIED UNIVERSAL SECURITY SERVICES	02/07/2024	\$63,779.04
00047922	V01479	AMAZON WEB SERVICES, INC	02/07/2024	\$5,778.13
00047923	V03157	AME BUILDERS, INC.	02/07/2024	\$9,076.55
00047924	V02715	APPLIED CONCEPTS INC	02/07/2024	\$12,304.13
00047925	V00657	CALIF FORENSIC PHLEBOTOMY, INC	02/07/2024	\$5,733.00
00047926	V00175	CALIFORNIA YELLOW CAB	02/07/2024	\$9,000.50
00047927	V02708	CHC: CREATING HEALTHIER COMMUNITIES	02/07/2024	\$30.00
00047928	V03348	DANGELO CO.	02/07/2024	\$15,370.29
00047929	V00281	DAVIS FARR, LLP	02/07/2024	\$45,050.00
00047930	V00679	ENTERPRISE FLEET MGMT, INC	02/07/2024	\$10,048.37
00047931	OTV000879	GARDEN GROVE POLICE ASSOCIATION	02/07/2024	\$17,748.52
00047932	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	02/07/2024	\$3,600.00
00047933	V00218	GRAINGER	02/07/2024	\$1,986.35
00047934	V01386	GREEN HALO SYSTEMS, INC.	02/07/2024	\$546.00
00047935	V01779	GREENFIELDS OUTDOOR FITNESS	02/07/2024	\$858.75
00047936	V02761	HASCO OIL COMPANY	02/07/2024	\$8,260.99
00047937	V00713	HOTSY OF SOUTHERN CALIFORNIA	02/07/2024	\$387.68
00047938	V00283	JIG CONSULTANTS	02/07/2024	\$6,489.01
00047939	V01286	JTB SUPPLY CO, INC	02/07/2024	\$816.05
00047940	V03353	MINDBASE LLC	02/07/2024	\$10,500.00
00047941	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	02/07/2024	\$3,360.66
00047942	V02768	PACIFIC PLUMBING COMPANY OF SANTA ANA	02/07/2024	\$895.00
00047943	V00210	PEST OPTIONS, INC	02/07/2024	\$1,905.00
00047944	V00425	PETDATA	02/07/2024	\$1,197.10
00047945	V03017	PIERCE LAW FIRM APC	02/07/2024	\$84.00
00047946	V02733	PITNEY BOWES GLOBAL FINANCIAL SERVICES	02/07/2024	\$1,732.67
00047947	V02870	PLACEWORKS, INC.	02/07/2024	\$5,775.40
00047948	V01319	PLAYPOWER LT FARMINGTON, INC	02/07/2024	\$407.68
00047949	V03020	PROJECT FINANCE ADVISORY LIMITED	02/07/2024	\$29,823.50
00047950	V00500	QUADIENT LEASING USA INC	02/07/2024	\$377.53
00047951	V02783	INC. QUADIENT	02/07/2024	\$123.17

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00047952	V02975	ROBERT BORDERS & ASSOCIATES	02/07/2024	\$17,788.00
00047953	V02904	SCOTT FAZEKAS & ASSOCIATES, INC.	02/07/2024	\$24,596.85
00047954	V00222	SCP DISTRIBUTORS, LLC	02/07/2024	\$196.08
00047955	V02967	SIERRA ANALYTICAL LABS, INC	02/07/2024	\$3,455.00
00047956	V03345	SPARTAN TOOL LLC	02/07/2024	\$9,361.18
00047957	V03173	SULLY-MILLER CONTRACTING COMPANY	02/07/2024	\$126,810.66
00047958	V03282	TECH TEAM VIDEO, LLC	02/07/2024	\$250.00
00047959	V02539	THE SOLIS GROUP	02/07/2024	\$888.00
00047960	V00803	THOMAS HOUSE FAMILY SHELTER	02/07/2024	\$6,250.00
00047961	V00591	U S ARMOR CORP	02/07/2024	\$977.92
00047962	V03161	USA BLUEBOOK	02/07/2024	\$1,116.21
00047963	V02803	VALLEY MAINTENANCE CORP.	02/07/2024	\$160.00
00047964	V00035	VERITIV OPERATING COMPANY	02/07/2024	\$4,818.98
00047965	V00828	WEST COAST SAND & GRAVEL	02/07/2024	\$2,595.51
00047966	V03391	ADAM BRITT COUGHRAN	02/07/2024	\$1,020.00
00047967	V01307	MORSCO SUPPLY LLC	02/07/2024	\$2,066.56
00047968	V02089	SHANNON WAINWRIGHT	02/07/2024	\$553.85
00692486	OTV002557	ADU PLANNING AND DESIGN	02/07/2024	\$1,000.00
00692487	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	02/07/2024	\$1,879.28
00692488	V00514	AMTECH ELEVATOR SERVICES	02/07/2024	\$1,153.42
00692489	V00479	ANDRES MEDINA MOBILE WASH	02/07/2024	\$3,200.00
00692490	V00641	AQUA-METRIC SALES CO	02/07/2024	\$58,081.58
00692491	V02688	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	02/07/2024	\$175.00
00692492	V00226	BADOUD, TOM	02/07/2024	\$1,172.50
00692493	V00285	MARK BEDOR	02/07/2024	\$400.00
00692494	V00150	BILL'S SOUND & SECURITY	02/07/2024	\$405.00
00692495	V00649	BROWNELLS, INC	02/07/2024	\$130.82
00692496	V01038	BRUCE HALL LAND SURVEYOR, INC	02/07/2024	\$1,400.00
00692497	V01494	C G LANDSCAPE, INC	02/07/2024	\$1,620.00
00692498	V00176	CALIBER BODYWORKS, INC	02/07/2024	\$12,487.13
00692499	V03341	ANTONIO C CARINIO	02/07/2024	\$200.00
00692500	OTV003232	CHRIS CHUNG	02/07/2024	\$2,500.00
00692501	V00749	CITY OF ORANGE	02/07/2024	\$411.89
00692502	V00832	CITY OF WESTMINSTER	02/07/2024	\$2,070.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00692503	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	02/07/2024	\$67,791.25
00692504	V00460	CRAFCO, INC	02/07/2024	\$706.63
00692505	V01090	D-PREP, LLC	02/07/2024	\$3,196.00
00692506	V02871	DBS ADMINISTRATORS, INC.	02/07/2024	\$6,581.07
00692507	V01183	DEPARTMENT OF JUSTICE	02/07/2024	\$540.00
00692508	OTV003233	E. SOCCER ACADEMIC - JUAN ESPARZA	02/07/2024	\$1,000.00
00692509	V00233	FACTORY MOTOR PARTS CO BIN 139107	02/07/2024	\$1,427.15
00692510	V00412	FEDERAL EXPRESS CORP	02/07/2024	\$98.49
00692511	V00829	FERGUSON ENTERPRISES, INC 1350	02/07/2024	\$36,083.24
00692512	V00276	FG SOLUTIONS, LLC	02/07/2024	\$1,865.07
00692513	V01379	FIVESTAR RUBBER STAMP ETC, INC	02/07/2024	\$91.33
00692514	V01207	FLEET SERVICES, INC	02/07/2024	\$1,864.15
00692515	V02257	FRANCHISE TAX BOARD	02/07/2024	\$60.00
00692516	V00054	GALLS LLC	02/07/2024	\$4,121.46
00692517	V01382	GARDEN GROVE NISSAN, LP	02/07/2024	\$584.34
00692518	V00588	GMS AUTOGLASS	02/07/2024	\$147.83
00692519	V03187	H. L. MILLER, INC.	02/07/2024	\$4,988.00
00692520	V00706	HAAKER EQUIPMENT COMPANY	02/07/2024	\$74.03
00692521	V02182	HARMONY LAB & SAFETY SUPPLIES	02/07/2024	\$264.30
00692522	V00711	HILL'S BROS LOCK & SAFE, INC	02/07/2024	\$166.39
00692523	V00710	HILLCO FASTENER WAREHOUSE	02/07/2024	\$90.66
00692524	V00719	JAY'S CATERING	02/07/2024	\$857.41
00692525	V00719	JAY'S CATERING	02/07/2024	\$5,343.86
00692526	OTV003231	LAKEYA KEYLANA JOYNER	02/07/2024	\$254.00
00692527	V00725	KNORR SYSTEMS, INC	02/07/2024	\$1,187.50
00692528	V00728	LAWSON PRODUCTS, INC	02/07/2024	\$2,740.39
00692529	V00731	LIEBERT CASSIDY WHITMORE	02/07/2024	\$531.00
00692530	V01563	LIFE-ASSIST, INC	02/07/2024	\$685.60
00692531	V01411	MAGNUM OIL SPREADING, INC	02/07/2024	\$1,219.52
00692532	V01570	MEEDER PUBLIC FUNDS, INC	02/07/2024	\$6,250.00
00692533	OTV003230	TRAN DUY MINH	02/07/2024	\$53.00
00692534	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	02/07/2024	\$9,488.43
00692535	V00190	MR D'S AUTOMOTIVE	02/07/2024	\$949.50

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00692536	V01218	MSC INDUSTRIAL SUPPLY CO, INC	02/07/2024	\$1,031.24
00692537	V00557	NATIONAL CONSTRUCTION RENTALS	02/07/2024	\$970.34
00692538	V00459	O'REILLY AUTO PARTS	02/07/2024	\$729.40
00692539	V00209	WHJ OCN,IND	02/07/2024	\$985.00
00692540	V00371	OFFICE DEPOT, INC	02/07/2024	\$2,719.11
00692541	V00701	PACIFIC MOBILE STRUCTURES, INC	02/07/2024	\$957.00
00692542	V00756	PARKHOUSE TIRE, INC	02/07/2024	\$286.42
00692543	V00201	PRICON ENTERPRISE TECHNOLOGIES	02/07/2024	\$1,580.00
00692544	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	02/07/2024	\$99.27
00692545	V00163	RETAIL MARKETING SERVICES INC	02/07/2024	\$4,166.00
00692546	V03133	RICOH USA, INC.	02/07/2024	\$15,995.88
00692547	V02926	SCA OF CA, LLC	02/07/2024	\$19,325.28
00692548	OTV002562	SEACARD POOLS & SPAS, INC	02/07/2024	\$2,000.00
00692549	V00784	SHOETERIA	02/07/2024	\$1,273.61
00692550	V00785	SHRED CONFIDENTIAL, INC	02/07/2024	\$283.50
00692551	V00225	SITEONE LANDSCAPE SUPPLY HLDING	02/07/2024	\$2,178.25
00692552	V00791	SO CALIF MUN ATHLETIC FEDERATION	02/07/2024	\$802.50
00692553	V01415	SOCAL AUTO & TRUCK PARTS INC	02/07/2024	\$4,458.75
00692554	V01789	SONSRAY MACHINERY, LLC	02/07/2024	\$189.71
00692555	V01784	SOUTHLAND MEDICAL, LLC	02/07/2024	\$492.42
00692556	V00795	SPARKLETTS	02/07/2024	\$110.91
00692557	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	02/07/2024	\$25,567.82
00692558	V00570	STRADLING, YOCCA,CARLSON & RAUTH	02/07/2024	\$5,605.00
00692559	V00414	SUPPLY SOLUTIONS	02/07/2024	\$2,542.58
00692560	V03383	THE HAUNT GROUP LLC	02/07/2024	\$1,036.00
00692561	V01389	THE HOME DEPOT PRO	02/07/2024	\$3,681.79
00692562	V00212	THE SHERWIN-WILLIAMS CO	02/07/2024	\$489.25
00692563	V01206	TOPAZ ALARM CORP	02/07/2024	\$75.00
00692565	V03255	US BANK NATIONAL ASSOCIATION	02/07/2024	\$114,136.53
00692566	OTV003109	RAYMOND VALENZUELA	02/07/2024	\$55.85
00692567	OTV002745	TONY VU	02/07/2024	\$2,000.00
00692568	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	02/07/2024	\$24,106.71
00692569	V00527	WALTERS WHOLESALE ELECTRIC	02/07/2024	\$445.10
00692570	V00823	WATERLINE TECHNOLOGIES, INC	02/07/2024	\$11,548.68

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00692571	V00824	WAXIE SANITARY SUPPLY	02/07/2024	\$4,682.19	
00692572	V01044	WESTERN WATER WORKS	02/07/2024	\$11,724.77	
00692574	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	02/07/2024	\$31,280.50	
00692575	V01208	YO-FIRE SUPPLIES	02/07/2024	\$11,146.41	
00692576	V00115	YORBA LINDA FEED STORE, INC	02/07/2024	\$110.96	
			EFT:	50	\$486,153.55
			Check:	89	\$560,457.95
			Total:	139	\$1,046,611.50



City of Garden Grove
Certificate of Warrants
Register Dates:
2/14/2024

This is to certify the demands covered by EFT numbers 00047969 through 00048003, and check numbers 00692577 through 00692729 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Checks 00692662 and 00692663 were voided.

A handwritten signature in black ink, appearing to read 'Patricia Song', positioned above a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Feb 8, 2024 and Feb 14, 2024
Bank(s): AP - Checking Account, WT - Checking Account

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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00047969	V00093	ABSOLUTE INTERNATIONAL SECURITY	02/14/2024	\$1,165.50
00047970	V02886	AMERICAN TRUCK & TOOL RENTALS, INC	02/14/2024	\$10,996.37
00047971	V00430	CANNON CORPORATION	02/14/2024	\$4,745.00
00047972	V00103	GARDEN GROVE AUTOMOTIVE	02/14/2024	\$1,000.00
00047973	V01657	LYTLE SCREENPRINTING, INC	02/14/2024	\$108.83
00047974	V02998	MOVING FORWARD PSYCHOLOGICAL INSTITUTE, INC	02/14/2024	\$11,868.21
00047975	V03060	INC. NEXGEN DESIGN BUILDERS	02/14/2024	\$22,925.00
00047976	V03215	NINYO & MOORE GEOTECH. & ENVIRONMENTAL CNSLTS	02/14/2024	\$836.25
00047977	V02205	OCAPICA	02/14/2024	\$1,136.34
00047978	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	02/14/2024	\$2,678.40
00047979	V02602	OMEGA INDUSTRIAL SUPPLY INC	02/14/2024	\$873.79
00047980	V00189	PACIFIC ATHLETIC WEAR, INC	02/14/2024	\$4,757.81
00047981	V00462	PRO-FORCE MARKETING, INC	02/14/2024	\$630.74
00047982	V03315	PROVOX SYSTEMS, INC	02/14/2024	\$8,000.00
00047983	V00744	R J NOBLE COMPANY	02/14/2024	\$558,156.11
00047984	V00506	REDFLEX TRAFFIC SYSTEMS, INC	02/14/2024	\$34,108.36
00047985	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	02/14/2024	\$24,389.40
00047986	V00250	SIMPSON CHEVROLET OF GG	02/14/2024	\$16,565.24
00047987	V02159	SIR SPEEDY PRINTING	02/14/2024	\$6,324.90
00047988	V01215	SOUTH BAY FOUNDRY, INC.	02/14/2024	\$24,773.25
00047989	V00261	STRICTLY TECHNOLOGY, LLC	02/14/2024	\$311.63
00047990	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	02/14/2024	\$476.00
00047991	V02539	THE SOLIS GROUP	02/14/2024	\$2,185.00
00047992	V01458	TOYOTA OF GARDEN GROVE	02/14/2024	\$13,000.00
00047993	V00591	U S ARMOR CORP	02/14/2024	\$1,445.34
00047994	V03005	V&V MANUFACTURING, INC.	02/14/2024	\$138.10
00047995	V02803	VALLEY MAINTENANCE CORP.	02/14/2024	\$11,846.00
00047996	V00104	WALLACE & ASSOCIATES	02/14/2024	\$40,676.00
00047997	V00826	WEST COAST ARBORISTS, INC	02/14/2024	\$47,301.30
00047998	V01469	WEST YOST ASSOCIATES, INC.	02/14/2024	\$5,235.85
00047999	V01731	WILLDAN ENGINEERING	02/14/2024	\$21,565.00
00048000	V01117	ZAP MANUFACTURING, INC	02/14/2024	\$6,246.45

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00048001	V03163	YOUNG REMBRANDTS NORTH ORANGE COUNTY	02/14/2024	\$160.65
00048002	V01442	SOCIALWISE CONSULTING, LLC	02/14/2024	\$5,325.00
00048003	V01970	URBAN LAND INSTITUTE	02/14/2024	\$300.00
00692577	OTV003235	ARACELI LANDEROS ALVAREZ	02/14/2024	\$57.00
00692578	OTV002044	RAMONA ROSEANNE ALVAREZ	02/14/2024	\$89.00
00692579	V00639	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV	02/14/2024	\$1,500.00
00692580	V00640	ANGELUS QUARRIES, INC	02/14/2024	\$71.72
00692581	V00641	AQUA-METRIC SALES CO	02/14/2024	\$50,407.19
00692582	OTV003258	JOSIE ASIDO	02/14/2024	\$35.37
00692583	V01188	BANNER BANK	02/14/2024	\$29,376.64
00692584	V00645	BARR AND CLARK, INC	02/14/2024	\$2,200.00
00692585	OTV003234	MARY BECKLEY	02/14/2024	\$12,123.92
00692586	OTV002909	MATTHEW CHARLES BROWN	02/14/2024	\$47.00
00692587	OTV003239	DAN BUI	02/14/2024	\$100.00
00692588	OTV001837	PHUONG BUI	02/14/2024	\$105.00
00692589	V00411	CALIFORNIA FUELS & LUBRICANTS	02/14/2024	\$225,845.00
00692590	V00660	CAMERON WELDING SUPPLY	02/14/2024	\$79.10
00692591	OTV002405	CHRISTOPHER MICHAEL CASEY	02/14/2024	\$122.00
00692592	OTV002409	FEBE CASTANON	02/14/2024	\$213.00
00692593	OTV002702	DESIREE MONIQUE CISNEROS	02/14/2024	\$93.00
00692594	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	02/14/2024	\$59,106.10
00692595	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	02/14/2024	\$26,762.00
00692596	OTV002255	ELIZABETH ASCENCION DE LA CRUZ	02/14/2024	\$101.00
00692597	OTV000850	NANCY DEDIOS	02/14/2024	\$50.00
00692598	V02200	DIANA LING CHEN	02/14/2024	\$46.00
00692599	OTV003248	TUAN DIEP	02/14/2024	\$25.79
00692600	V03102	KEVIN DOLAN	02/14/2024	\$500.00
00692601	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	02/14/2024	\$84,829.90
00692602	OTV002586	SHANNON MICHELLE FLAK	02/14/2024	\$122.00
00692603	V00009	FORENSIC NURSE SPECIALISTS, INC	02/14/2024	\$9,000.00
00692604	OTV002910	TRACY ELIZABETH FOX	02/14/2024	\$11.00
00692605	V01382	GARDEN GROVE NISSAN, LP	02/14/2024	\$7,000.00
00692606	V01382	GARDEN GROVE NISSAN, LP	02/14/2024	\$6,000.00

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00692607	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	02/14/2024	\$295.23
00692608	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	02/14/2024	\$750.00
00692609	OTV002404	BRYAN D GILMORE	02/14/2024	\$77.00
00692610	V03187	H. L. MILLER, INC.	02/14/2024	\$11,437.60
00692611	OTV003229	JEFFREY BRIAN HALL	02/14/2024	\$215.58
00692612	OTV001961	PAUL ST JOHN HARDIE	02/14/2024	\$93.00
00692613	V02732	HAS INC.	02/14/2024	\$562.56
00692614	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	02/14/2024	\$2,306.25
00692615	OTV001919	KIM THAO THI HOANG	02/14/2024	\$66.00
00692616	OTV003227	JOHN & GRISWOLD LAW HOLTON	02/14/2024	\$477.11
00692617	OTV002507	THOMAS JEFFREY HURST	02/14/2024	\$6.00
00692618	OTV003255	LUU HUY	02/14/2024	\$22.70
00692619	OTV003247	DUC MINH HUYNH	02/14/2024	\$18.37
00692620	OTV003241	YINHUA JIN	02/14/2024	\$87.15
00692621	OTV001154	JOHN PAUL ZEMPOALTECA	02/14/2024	\$47.00
00692622	V02309	KATO LANDSCAPE INC	02/14/2024	\$19,183.69
00692623	V00727	L C ACTION POLICE SUPPLY	02/14/2024	\$2,874.45
00692624	OTV001895	ADAM LAHAM	02/14/2024	\$7.00
00692625	OTV003244	LINH LE	02/14/2024	\$34.70
00692626	OTV003263	NINA LE	02/14/2024	\$32.43
00692627	V00769	LEGAL SHIELD	02/14/2024	\$573.05
00692628	V00555	LIFECOM, INC	02/14/2024	\$413.57
00692629	OTV003262	LOS CABALLEROS REAL ESTATE	02/14/2024	\$193.01
00692630	OTV003250	VU MAI	02/14/2024	\$42.22
00692631	V01974	KRISTINA MARKOVICH	02/14/2024	\$9,679.41
00692632	OTV003237	LISA R. MARTIN	02/14/2024	\$28.00
00692633	V00037	MATTHEW BENDER & COMPANY, INC	02/14/2024	\$2,673.22
00692634	OTV003246	SALEM MATTY	02/14/2024	\$12.28
00692635	OTV003196	STEVEN ANTHONY MCCULLEY	02/14/2024	\$32.00
00692636	V00020	MCFADDEN DALE INDUSTRIAL HARDWARE	02/14/2024	\$988.57
00692637	V00737	MERCHANTS BLDG MAINT, LLC	02/14/2024	\$5,222.26
00692638	V00151	MERCY HOUSE LIVING CENTERS	02/14/2024	\$8,496.86
00692639	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	02/14/2024	\$225.00
00692640	OTV003242	MUNICH FAMILY TRUST	02/14/2024	\$39.63

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00692641	V00541	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	02/14/2024	\$2,196.90
00692642	V01872	MurCal, INC	02/14/2024	\$216.11
00692643	OTV003240	NEW YOUNG PUNG	02/14/2024	\$332.49
00692644	OTV002703	HOI GIA NGO	02/14/2024	\$154.00
00692645	OTV003264	PHIYEN NGUYEN	02/14/2024	\$44.18
00692646	V01987	AMY TU UYEN NGUYEN	02/14/2024	\$95.00
00692647	V02010	BINH V NGUYEN	02/14/2024	\$3.00
00692648	OTV003194	HUY XUAN NGUYEN	02/14/2024	\$76.00
00692649	OTV003236	KIM-HOA THI NGUYEN	02/14/2024	\$24.00
00692650	OTV003150	LOAN MONG NGUYEN	02/14/2024	\$33.00
00692651	OTV003238	OANH NGUYEN	02/14/2024	\$66.00
00692652	OTV003129	NGUYEN, PHUONG	02/14/2024	\$48.00
00692653	OTV003130	NGUYEN, QUYEN THI TO	02/14/2024	\$43.00
00692654	OTV003254	SON N NGUYEN	02/14/2024	\$17.94
00692655	OTV002505	THUY NGUYEN	02/14/2024	\$2.00
00692656	OTV003251	TRONG NGUYEN	02/14/2024	\$19.66
00692657	OTV002199	TUYET NGOC NGUYEN	02/14/2024	\$66.00
00692658	OTV003261	BRADLEY NISHIDA	02/14/2024	\$11.02
00692659	OTV002912	AMADOR VIVAS NUNEZ	02/14/2024	\$169.00
00692660	V03394	OC BILLIARDS & MORE	02/14/2024	\$1,600.00
00692661	V00551	OC HOUSING AUTHORITY	02/14/2024	\$9,450.00
00692664	V01129	OCLEEEA	02/14/2024	\$1,200.00
00692665	V00284	OPTIC UTILITY MARKER, LLC	02/14/2024	\$9,953.86
00692666	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	02/14/2024	\$808.00
00692667	V01649	ORANGE COUNTY TRANSIT AUTHORITY	02/14/2024	\$3,288.74
00692668	V01583	ORANGE COUNTY WINWATER WORKS, INC	02/14/2024	\$5,491.05
00692669	OTV003257	OCEAN ORTMANN	02/14/2024	\$39.10
00692670	OTV003256	SHALIKA PERERA	02/14/2024	\$17.76
00692671	OTV002704	RICHARD ARMANDO PEREZ	02/14/2024	\$87.00
00692672	OTV002960	KIEU NGOC PHAM	02/14/2024	\$25.00
00692673	OTV003249	NHI PHAN	02/14/2024	\$31.20
00692674	V01804	PRO FURNITURE INSTALLS	02/14/2024	\$3,060.23
00692675	V01316	QUINN COMPANY	02/14/2024	\$50,649.34
00692676	V00396	RADI'S CUSTOM UPHOLSTER	02/14/2024	\$1,050.00

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00692677	OTV002654	MARIELA Y DIAZ RAMIREZ	02/14/2024	\$47.00
00692678	OTV003243	REELAND INVESTMENTS	02/14/2024	\$21.01
00692679	OTV002832	ROSALVA RIOS	02/14/2024	\$63.00
00692680	OTV001153	ROSA NGUYEN	02/14/2024	\$16.00
00692681	V00779	S C YAMAMOTO, INC	02/14/2024	\$1,145.00
00692682	V02896	SANTA ANA BLUE PRINT/SABP	02/14/2024	\$101.71
00692683	V00592	SAXE-CLIFFORD, PH D, SUSAN	02/14/2024	\$450.00
00692684	V01497	SC SIGNS & SUPPLIES LLC	02/14/2024	\$11,334.99
00692685	OTV002655	MELINDA KAY SEAMAN	02/14/2024	\$36.00
00692686	V00367	SOUTHERN COMPUTER WAREHOUSE	02/14/2024	\$80.34
00692687	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	02/14/2024	\$2,187.72
00692688	V00160	SOUTHERN COUNTIES OIL COMPANY	02/14/2024	\$30,214.60
00692689	OTV003047	SPANGLE, ADELE	02/14/2024	\$75.00
00692690	V00795	SPARKLETTS	02/14/2024	\$33.12
00692691	V02206	STANDUP FOR KIDS, INC.	02/14/2024	\$15,370.66
00692692	V00213	STATE INDUSTRIAL PRODUCTS	02/14/2024	\$1,871.15
00692693	V01616	STERICYCLE, INC	02/14/2024	\$648.72
00692694	V00798	STEVEN ENTERPRISES, INC	02/14/2024	\$1,756.52
00692695	V00570	STRADLING, YOCCA,CARLSON & RAUTH	02/14/2024	\$25,228.25
00692696	OTV003132	STRENG, ERIC CAMPBELL	02/14/2024	\$8.00
00692697	V00569	SUNNY SLOPE TREE FARM, INC	02/14/2024	\$3,947.98
00692698	OTV002477	FRANK DELANO SWIFT	02/14/2024	\$64.00
00692699	V00475	T-MOBILE USA, INC	02/14/2024	\$100.00
00692700	OTV003259	MAI TA	02/14/2024	\$40.42
00692701	OTV003193	TUYET LAN T. THAI	02/14/2024	\$65.00
00692702	V02881	THOMCO CONSTRUCTION, INC.	02/14/2024	\$422,156.85
00692703	OTV003151	CAROLINA TOVAR	02/14/2024	\$16.00
00692704	OTV002987	HANH KIEU TRAM	02/14/2024	\$67.00
00692705	OTV001694	DUNG KIM TRAN	02/14/2024	\$102.00
00692706	OTV003253	KHOA TRAN	02/14/2024	\$55.77
00692707	OTV001743	NIKKI TRAN	02/14/2024	\$8.00
00692708	OTV002962	THU THI KIM TRAN	02/14/2024	\$31.00
00692709	OTV003245	KIM TRANG	02/14/2024	\$34.12
00692710	V02019	MY-NGOC THI TRINH	02/14/2024	\$13.00

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00692711	OTV003252	HUY TRUONG	02/14/2024	\$22.00
00692712	OTV001918	KHAI DUC TU	02/14/2024	\$16.00
00692713	OTV002754	LYNN HUE TRUONG TU	02/14/2024	\$23.00
00692714	V01094	ULINE, INC	02/14/2024	\$1,006.42
00692715	V00812	UNIFIRST CORP	02/14/2024	\$2,530.15
00692716	V00814	UNITED PARCEL SERVICE	02/14/2024	\$62.41
00692717	V01201	US BANK	02/14/2024	\$779.56
00692718	V00501	US BEHAVIORAL HEALTH PLAN, CA	02/14/2024	\$4,428.90
00692719	OTV003260	KIM MAI VO	02/14/2024	\$51.87
00692720	V01465	VOLKSWAGEN OF GARDEN GROVE	02/14/2024	\$500.00
00692721	V01465	VOLKSWAGEN OF GARDEN GROVE	02/14/2024	\$1,000.00
00692722	OTV003091	VU, MAI HUYNH	02/14/2024	\$48.00
00692723	OTV002989	WENDY THANH VU	02/14/2024	\$98.00
00692724	V01634	WATER SOURCE SOLUTIONS, INC	02/14/2024	\$76.11
00692725	OTV001921	KIMBERLY WEST	02/14/2024	\$7.00
00692726	OTV003195	MICHAEL RAY WILLIAMS	02/14/2024	\$32.00
00692727	V02962	YUNEX LLC	02/14/2024	\$9,525.39
00692728	OTV003265	DIEP PHAM	02/14/2024	\$2,386.66
00692729	V03402	CHIEN CHE WANG	02/14/2024	\$2,672,457.54
EFT:				35 \$892,251.82
Check:				151 \$3,886,041.15
Total:				186 \$4,778,292.97



City of Garden Grove
Certificate of Warrants
Register Dates:
02/21/2024

This is to certify the demands covered by EFT numbers 00048004 through 00048045, and check numbers 00692730 through 00692834 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Checks 00692752 and 00692795 have been voided

A handwritten signature in black ink, appearing to read 'Patricia Song', positioned above a horizontal line.

Finance Director
Patricia Song

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00048004	V00585	ADMINSURE	02/21/2024	\$16,939.00
00048005	V02878	ADMIRAL PEST CONTROL, INC.	02/21/2024	\$654.00
00048006	V02837	ALLIED UNIVERSAL SECURITY SERVICES	02/21/2024	\$66,597.15
00048007	V00489	BAY ALARM COMPANY	02/21/2024	\$819.99
00048008	V00650	BUREAU VERITAS NORTH AMERICA, INC	02/21/2024	\$15,295.00
00048009	V00430	CANNON CORPORATION	02/21/2024	\$28,870.00
00048010	V03257	BRANDON K CAO	02/21/2024	\$1,028.16
00048011	V00224	CDW-GOVERNMENT, INC	02/21/2024	\$1,404.12
00048012	V03241	CEM CONSTRUCTION CORPORATION	02/21/2024	\$190,840.75
00048013	V03343	CLARK CONSTRUCTION LLC	02/21/2024	\$440,054.01
00048014	V03113	COLLICUTT ENERGY SERVICES, INC.	02/21/2024	\$2,956.50
00048015	V00476	CSG CONSULTANTS, INC	02/21/2024	\$16,965.00
00048016	V00078	DE NORA HOLDINGS US INC	02/21/2024	\$378.72
00048017	V03002	DUDEK	02/21/2024	\$1,112.00
00048018	V00679	ENTERPRISE FLEET MGMT, INC	02/21/2024	\$10,012.98
00048019	V00103	GARDEN GROVE AUTOMOTIVE	02/21/2024	\$2,000.00
00048020	V00703	GRANICUS, LLC	02/21/2024	\$24,754.39
00048021	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	02/21/2024	\$2,253.60
00048022	V00716	INTERVAL HOUSE	02/21/2024	\$31,981.90
00048023	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	02/21/2024	\$1,397.16
00048024	V03362	KAJEET, INC.	02/21/2024	\$42,930.58
00048025	V00722	KEYSER/MARSTON ASSOCIATES, INC	02/21/2024	\$5,236.25
00048026	V03158	INC. LEED ELECTRIC	02/21/2024	\$124,985.37
00048027	V01657	LYTLE SCREENPRINTING, INC	02/21/2024	\$882.48
00048028	V02752	MICHAEL BAKER INTERNATIONAL, INC.	02/21/2024	\$16,380.00
00048029	V02866	MIND OC	02/21/2024	\$70,774.00
00048030	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	02/21/2024	\$4,753.25
00048031	V00136	ORANGE COUNTY WELDING, INC	02/21/2024	\$1,760.00
00048032	V02768	PACIFIC PLUMBING COMPANY OF SANTA ANA	02/21/2024	\$1,798.80
00048033	V00462	PRO-FORCE MARKETING, INC	02/21/2024	\$933.08
00048034	V00261	STRICTLY TECHNOLOGY, LLC	02/21/2024	\$2,771.25
00048035	V03161	USA BLUEBOOK	02/21/2024	\$4,013.40
00048036	V00035	VERITIV OPERATING COMPANY	02/21/2024	\$34.26

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00048037	V02869	VOVINAM VIET VO DAO FEDERATION OF WESTERN US	02/21/2024	\$59.50
00048038	V00257	WEST GROVE VOLLEYBALL, LLC	02/21/2024	\$930.58
00048039	V01469	WEST YOST ASSOCIATES, INC.	02/21/2024	\$36,257.13
00048040	V03139	ZENCITY TECHNOLOGIES US INC.	02/21/2024	\$20,000.00
00048041	V03373	ALL COUNTY BACKFLOW	02/21/2024	\$4,750.00
00048042	V01736	PATRICIA L CAHILL	02/21/2024	\$718.20
00048043	V03391	ADAM BRITT COUGHRAN	02/21/2024	\$2,112.94
00048044	V03009	FAGO, TRAVIS	02/21/2024	\$2,800.00
00048045	V03114	FIELDTEK ELECTRIC LLC	02/21/2024	\$4,601.03
00692730	V00605	AARDVARK	02/21/2024	\$4,414.16
00692731	V03323	ACE PRINT AGENCY	02/21/2024	\$70.25
00692732	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	02/21/2024	\$1,102.00
00692733	V00635	ALL CITY MANAGEMENT SERVICES, INC	02/21/2024	\$16,775.01
00692734	V00514	AMTECH ELEVATOR SERVICES	02/21/2024	\$1,153.42
00692735	V00640	ANGELUS QUARRIES, INC	02/21/2024	\$1,000.24
00692736	V03021	ARDURRA GROUP, INC.	02/21/2024	\$15,680.00
00692737	V00864	ASSOCIATED SOILS ENGINEERING, INC	02/21/2024	\$9,505.00
00692738	V00145	AUTONATION FORD TUSTIN	02/21/2024	\$7,277.48
00692739	V00645	BARR AND CLARK, INC	02/21/2024	\$550.00
00692740	V00179	BC TRAFFIC SPECIALIST	02/21/2024	\$2,871.00
00692741	V00644	BC WIRE ROPE & RIGGING	02/21/2024	\$1,936.31
00692742	V00699	BOYS AND GIRLS CLUB OF GARDEN GROVE, INC	02/21/2024	\$50,000.00
00692743	V00649	BROWNELLS, INC	02/21/2024	\$776.90
00692744	V01515	BURLINGTON SAFETY LAB, INC	02/21/2024	\$140.00
00692745	V00561	CALIFORNIA BUILDING OFFICIALS	02/21/2024	\$415.00
00692746	V00660	CAMERON WELDING SUPPLY	02/21/2024	\$43.60
00692747	V00554	CARL WARREN & CO	02/21/2024	\$1,890.00
00692748	V00154	CERTIFIED TRANSPORTATION SERVICES, INC	02/21/2024	\$1,179.52
00692749	V00913	CITY OF LA MIRADA	02/21/2024	\$1,782.00
00692750	V00664	CIVILTEC ENGINEERING, INC	02/21/2024	\$712.50
00692751	V00666	COMMUNITY VETERINARY HOSPITAL INC	02/21/2024	\$7,386.00
00692753	V00668	CONTROL AUTOMATION DESIGN	02/21/2024	\$4,700.00
00692754	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	02/21/2024	\$59,718.45
00692755	V00858	CSULB FOUNDATION	02/21/2024	\$2,350.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00692756	V02819	D.S. CUSTOM LINENS, INC.	02/21/2024	\$86.28
00692757	V00537	DANIELS TIRE SERVICE	02/21/2024	\$1,118.73
00692758	V00481	DATA TICKET, INC	02/21/2024	\$515.30
00692759	V01183	DEPARTMENT OF JUSTICE	02/21/2024	\$599.00
00692760	V00184	DIAMOND ENVIRONMENTAL SERVICES	02/21/2024	\$1,304.49
00692761	V01089	DISPENSING TECHNOLOGY CORP	02/21/2024	\$2,457.58
00692762	V00682	EWING IRRIGATION PRODUCTS, INC	02/21/2024	\$632.70
00692763	V00276	FG SOLUTIONS, LLC	02/21/2024	\$1,422.14
00692764	V00502	FIREMASTER	02/21/2024	\$1,216.85
00692765	V00143	FRYE SIGN CO	02/21/2024	\$348.00
00692766	V00054	GALLS LLC	02/21/2024	\$5,667.08
00692767	V01382	GARDEN GROVE NISSAN, LP	02/21/2024	\$3,500.00
00692768	V03340	JOHN FIELDER GILL	02/21/2024	\$567.00
00692769	V00702	GRAFFITI PROTECTIVE COATINGS, INC	02/21/2024	\$33,772.00
00692770	V00346	CINDY GRISWOLD	02/21/2024	\$94.50
00692771	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	02/21/2024	\$11,948.25
00692772	V02732	HAS INC.	02/21/2024	\$812.14
00692773	V00503	HF&H CONSULTANTS, LLC	02/21/2024	\$12,839.59
00692774	V00711	HILL'S BROS LOCK & SAFE, INC	02/21/2024	\$1,007.40
00692775	V02447	HUMAN OPTIONS	02/21/2024	\$5,206.66
00692776	V03208	IMPERIAL SPRINKLER SUPPLY	02/21/2024	\$643.50
00692777	V03356	INTEGRATED TACTICAL CONCEPTS, LLC	02/21/2024	\$2,800.00
00692778	V00724	KLEINFELDER WEST, INC	02/21/2024	\$1,298.75
00692779	V00435	LANGUAGE LINE SERVICES	02/21/2024	\$59.22
00692780	V01407	TIFFANY LE	02/21/2024	\$1,997.00
00692781	V00510	LEIU	02/21/2024	\$595.00
00692782	V01563	LIFE-ASSIST, INC	02/21/2024	\$3,440.08
00692783	H00066	DAVID A LO	02/21/2024	\$1,460.00
00692784	V01337	LUIS AYALA	02/21/2024	\$1,355.00
00692785	OTV002002	ANTHONY CESAR MARTINEZ	02/21/2024	\$15.00
00692786	V00736	MC MASTER-CARR SUPPLY CO	02/21/2024	\$169.06
00692787	V01570	MEEDER PUBLIC FUNDS, INC	02/21/2024	\$6,250.00
00692788	V00737	MERCHANTS BLDG MAINT, LLC	02/21/2024	\$1,559.42
00692789	V01177	METROLINK TRAINS	02/21/2024	\$497.00

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00692790	V01604	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	02/21/2024	\$91.28
00692791	V01280	NATIONAL CREDIT REPORTING	02/21/2024	\$55.80
00692792	OTV003270	ANNE NGUYEN	02/21/2024	\$1,025.90
00692793	OTV003269	TUAN NGUYEN	02/21/2024	\$135.15
00692794	V00371	OFFICE DEPOT, INC	02/21/2024	\$2,372.85
00692796	V00750	ORANGE COUNTY CONSERVATION CORP	02/21/2024	\$8,827.00
00692797	V00756	PARKHOUSE TIRE, INC	02/21/2024	\$280.24
00692798	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	02/21/2024	\$15,063.20
00692799	V01588	PHAN, DIEM P	02/21/2024	\$142.10
00692800	V00010	PLUMBERS DEPOT, INC	02/21/2024	\$18,621.68
00692801	V01510	PRIME ACTUARIAL CONSULTING, LLC	02/21/2024	\$5,000.00
00692802	V01035	R J ALLEN, INC	02/21/2024	\$10,004.51
00692803	V02618	R3 CONSULTING GROUP	02/21/2024	\$2,612.50
00692804	V00396	RADI'S CUSTOM UPHOLSTER	02/21/2024	\$2,050.00
00692805	V00652	RUSSELL SIGLER, INC	02/21/2024	\$336.98
00692806	V00525	RYAN HERCO PRODUCTS CORP	02/21/2024	\$243.92
00692807	V01490	SCANTRON CORP	02/21/2024	\$469.00
00692808	V00785	SHRED CONFIDENTIAL, INC	02/21/2024	\$248.06
00692809	V00367	SOUTHERN COMPUTER WAREHOUSE	02/21/2024	\$130.05
00692810	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	02/21/2024	\$1,936.41
00692811	V00213	STATE INDUSTRIAL PRODUCTS	02/21/2024	\$4,334.96
00692812	V00570	STRADLING, YOCCA,CARLSON & RAUTH	02/21/2024	\$30,743.00
00692813	V01266	TARGET CORPORATION	02/21/2024	\$7,675.00
00692814	OTV003268	THE ENERGUY INC	02/21/2024	\$164.00
00692815	V01389	THE HOME DEPOT PRO	02/21/2024	\$552.02
00692816	V00528	THE ORANGE COUNTY HUMANE SOCIETY	02/21/2024	\$90.00
00692817	V03355	THE RINKS-WESTMINSTER ICE	02/21/2024	\$368.55
00692818	V00804	THOMSON REUTERS- WEST	02/21/2024	\$2,302.96
00692819	V00080	TIN LOCKSMITH, INC	02/21/2024	\$120.00
00692820	V00809	TURBO DATA SYSTEMS, INC	02/21/2024	\$7,029.49
00692821	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	02/21/2024	\$749.85
00692822	V01201	US BANK	02/21/2024	\$3,620.00
00692823	V03376	VACCARO, FRANK	02/21/2024	\$1,386.00

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00692824	V01465	VOLKSWAGEN OF GARDEN GROVE	02/21/2024	\$1,500.00
00692825	V00823	WATERLINE TECHNOLOGIES, INC	02/21/2024	\$1,573.00
00692826	OTV003267	WESTERN ALLIED CONSTRUCTION	02/21/2024	\$1,708.19
00692827	V00134	WILLIAMS & MAHER, INC	02/21/2024	\$447.40
00692828	V00112	WM OF SOUTHERN CALIFORNIA	02/21/2024	\$1,250.00
00692829	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	02/21/2024	\$146,761.10
00692830	V01208	YO-FIRE SUPPLIES	02/21/2024	\$1,835.05
00692831	V02962	YUNEX LLC	02/21/2024	\$2,480.18
00692832	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	02/21/2024	\$50.00
00692833	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	02/21/2024	\$50.00
00692834	V01615	SPARKS LASPORTS, LLC	02/21/2024	\$1,215.00
			EFT:	42 \$1,205,796.53
			Check:	103 \$588,335.94
			Total:	145 \$1,794,132.47

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Amir El-Farra

Dept.: City Manager Dept.: Police Chief

Subject: Approval of Project Date: 3/26/2024
Agreement with Edgemoor
Garden Grove Civic Partners
LLC for the design and
construction of the Civic
Center Revitalization Project
including a new Public Safety
Facility, Parking Garage, and
a new Civic Center Park.
(Cost: \$152 million) (*Action
Item*)

OBJECTIVE

To secure City Council approval for a Project Agreement with Edgemoor Garden Grove Civic Partners LLC (Edgemoor), for the design and construction of the Civic Center Revitalization Project including a new public safety facility, parking garage, and re-imagined Civic Center Park (the Project).

BACKGROUND

In 2018, Garden Grove residents approved a ballot measure, "Measure O," that increased sales tax by one percent to fund infrastructure and public safety. Consistent with the Measure O funding priorities, staff engaged the architectural and engineering firm Dewberry to inspect, analyze, and develop a facility needs assessment for the Garden Grove Police Department (GGPD) with the intention of creating a road map for more efficient and effective operations. The report was completed in January 2020 and concluded that the current Police buildings are outdated, poorly configured, and have inefficient building systems that are at the end of their planned useful life. Further, the facilities do not support current staffing levels and lack any opportunity for future growth. Lastly, the report recommended the City prioritize the construction of a new public safety building and parking structure that would unify operations from the current five locations into one facility, improve productivity and address needs of city residents today and into the future.

In July 2022, the City retained Project Finance Advisory, Limited (PFAL) to review the feasibility of developing a new Public Safety Facility (PSF) consistent with the

finding in the Dewberry report. Their initial work focused on reviewing technical data, financial impacts, and the physical environment within the Civic Center area. Looking at cost implications of different sites and program alternatives, PFAL concluded that the recommendation in the Dewberry report to construct a new PSF would be more cost effective than upgrading the existing facilities. This was based on a number of factors including the benefit of cost savings by keeping Police operations in current facilities while the new Project was constructed. The project phasing would focus on constructing a new PSF and parking garage, then demolishing the old building, and constructing a new re-envisioned Civic Center Park (the Park) on what will be the decommissioned GGPD facility. PFAL further concluded the corner of Euclid Street and Acacia Parkway was the best site for the PSF.

In January 2023, PFAL's scope was expanded to assist in developing a design-build-finance procurement structure for the Project. To align project priorities, key design principles and outcomes were embraced. These priorities include:

Key Design Principles	Key Design Outcomes
Operational Efficiency	Connected Community
Sustainable	Increased Productivity
Campus-Style Site	Retention and Recruitment
Statement Building	Long Term Affordability

With the basic PSF program requirements established, the team, comprised of City interdepartmental staff and PFAL, advanced outreach to gauge developer interest. Preliminary project information was shared at industry trade shows and a survey was distributed via a City Request for Information. The feedback was positive, and it was evident the development community was very interested in the Project.

With better understanding of the marketplace, the team concentrated on preparing the specifications document for developer selection. Site tours of other new police stations were conducted to hear directly from users what worked best in their facilities and what could be improved. The team worked with HOK Architects to prepare a program validation from the work initiated by Dewberry. HOK also prepared initial massing studies to show how new facilities could fit within the site. The finalized specifications (program requirements, site massing, mechanical system standards, etc.) established the "basis-of-design" for the Project.

In July 2023, the City released a Request for Qualifications (RFQ) seeking proposals from developers who could facilitate the design, construction, and financing of the proposed project. Six developers responded to the RFQ, and after a thorough review of proposals and in-person interviews, the team of Edgemoor (Developer)/AC Martin (Architect)/Clark Construction (Contractor) was selected. In September 2023, City Council approved a six-month Exclusive Negotiation Agreement (ENA) with Edgemoor to prepare design drawings, update pricing, outline a legal framework and structure a financial package.

DISCUSSION

With the Civic Center Revitalization Project Team fully assembled, a project kick-off meeting was held in October 2023, to introduce the Edgemoor Project Team, including different specialty consultants (public safety design, lighting design, park design, building system design, civil engineering design, etc.) The meeting detailed what to expect during the design development phase of the Project and desired outcome goals during the ENA period. To focus efforts, the workload and various team members were divided into five work streams (Design & Construction; Entitlements, Permitting, & Engagement; Project Financing; Commercial/Legal; Building Commissioning). Over the past six months, a significant amount of progress has been achieved. Provided is a detailed summary of the PSF activities and significant milestones to date:

Design & Construction Work Stream – Initial work focused on reviewing site conditions and preparing different massing studies. That effort was narrowed into two conceptual plans, then into the final base design. With the base design accomplished, the team worked to optimize the program and workgroup adjacencies. Working closely with the GGPD team, different program options were explored and refined. Each iteration improved work efficiency within GGPD operations and improved building layout (location of elevators, mechanical systems, technology spaces, etc.) Concurrently, building façade options were explored with a focus on achieving a “statement building”, a key design principle identified. While ongoing refinement is expected, the team feels confident in meeting the intended design principles. When the final design is complete, the process will transition to preparing construction drawings. It is estimated the construction drawings will be completed this summer. The building is currently designed at 102,300 sf and connects to a four-level parking garage.

Entitlements, Permitting & Engagement Work Stream -

Environmental Review - The City, and its consultant, Michael Baker International, prepared an Initial Study and Mitigated Negative Declaration (MND), along with an associated Mitigation Monitoring and Reporting Program (MMRP), in accordance with the California Environmental Quality Act (CEQA) to analyze the potential environmental impacts of the proposed Project. The IS/MND concludes that the proposed Project will have no, or a less than significant, impact on all relevant environmental factors, provided certain specified mitigation measures are incorporated (examples of required mitigation measures include, but are not limited to: procedures for inadvertent discovery of tribal cultural resources found during ground-disturbing activities, and preparing a construction traffic management plan). A link to the digital copy of the IS/MND and MMRP are available on the City’s project website (<https://ggcity.org/civic-center>) under the “Resources” tab.

In December 2023, the Planning Commission held a public hearing, received comments, and adopted Resolution No. 6075-23 approving Conditional Use Permit No. CUP-250-2023, detailing certain conditions of approval required for use of the PSF. Action was also taken for the adopted Resolution No. 6080-23 adopting the MND and MMRP.

In addition to meeting CEQA requirements, the City hired the firm Dudek (Biologist) to assist with the process of draining and removing the pond in the existing Civic

Center Park. The pond removal is necessary as it is located within the new PSF footprint. Dudek completed preparation of a Wildlife Management Plan that details the approach for removal and relocation of the different species that exist in the pond. Dudek Biologists will be on-site supervising the entire wildlife removal process and to ensure proper treatment of the wildlife, and transportation of aquatic wildlife to a rescue facility. The Wildlife Management Plan is available on the City's project website (<https://ggcity.org/civic-center>) under the "Resources" tab.

Community Outreach - Public engagement and community outreach is an important component of the Project. Different venues were used as touchpoints with the community to share information about the Project and seek input, especially about priorities for the re-envisioned Civic Center Park. Supporting this effort, the City contracted with Placeworks to create a holistic approach for engagement with residents and key stakeholders. Through a collaborative approach, connection with approximately 3,000 individuals within the community, including numerous online interactions was achieved. Some outreach examples include:

- **June 2022:** The City hosted in-person and virtual open houses, respectively, to present details of the Project and to elicit feedback.
- **August 2022:** The City launched an online survey to provide additional opportunities for the community to learn about the project and to share their comments and ideas.
- **Spring 2023:** Created Project webpage offering up to date project information (<https://ggcity.org/civic-center>).
- **Summer 2023:** City Staff presented information and gathered feedback cards at booths across multiple community events throughout the City.
- **December 2023:** The City hosted a Developer Open House, allowing community members to meet the development team.
- **March 2024:** The City hosted a Small Business Coordination Event, connecting with businesses interested in opportunities to participate in the Project with over 75 attendees.

The community response has been very positive with nearly unanimous support of the new PSF. For future park amenities, flexible programming, shade and landscaping, safety, and walking paths/trails emerged as top priorities, informing the Design team on elements to include in the redesigned Park (Attachment No. 1 provides further details on community engagement).

Project Financing Work Stream – During the ENA period, staff worked with Edgemoor to review different financing strategies. Five potential options were proposed and evaluated, including General Obligation Bonds, City issued Lease Revenue Bonds, Conduit Lease Revenue Bonds, Certificates of Participation, and Project Certificate Revenue Bonds. These evaluations were based on the cost of issuance, timeline, and the ongoing administrative requirements. To assist in the evaluation, staff engaged the City's municipal advisor, Fieldman Rolapp & Associates, as well as its bond counsel, Stradling. After a comprehensive review, it was concluded that given the City's strong credit rating, sufficient cash on hand, aggressive project schedule, and the current market condition, it is most cost effective to finance the Project through debt issued by the Garden Grove Public Financing Authority, in the form of lease revenue bonds.

In February 2024, the City conducted a RFP and selected Stifel Public Finance as the bond underwriter. Financing documents are progressing, and it is anticipated that the final documents including a preliminary official statement, ground lease and lease agreement, bond indenture and other related financing and legal documents will be presented to the City Council for approval in April 2024. The bonds are anticipated to be issued in early June 2024. Additional information regarding project budget is provided in the “Financial Impact” section.

Commercial/Legal Work Stream – The City and Edgemoor have agreed on terms and finalized the Project Agreement (PA), subject to Council approval (Attachment No. 2). The PA is the primary document that details responsibilities for the design, construction, and financing of the Civic Center Revitalization Project. The PA term will run for two years after the final completion of the Park, to ensure all warranties and pertinent responsibilities are met. The current master schedule anticipates the Park will be completed in May 2027. Major components of the PA include:

- Edgemoor is responsible for designing and building a new PSF, a new parking structure, and a new reconfigured Civic Center Park of approximately 2.7-acres.
- The parties agree to work collectively to finalize the project design, which is anticipated in May 2023. The final construction scope will be based on City approved construction drawings meeting all required codes pertinent to the Project.
- The PSF will be sustainable and designed and certified at “LEED Silver” or higher.
- The PSF and parking structure will function as “Essential Service Facilities” and meet standards of a category four building.
- The Project will be delivered for a guaranteed maximum price that is within the affordability limit of \$152 million and subject to “open book” cost review to ensure market pricing. A budget cost review will occur after completion of construction drawings to ensure pricing is set at values based on final design.
- The City is responsible for securing financing for the project and will pay Edgemoor for its work monthly. If for any reason the PA is terminated, the City will owe Edgemoor for the value of work completed and will own all design documents, materials, improvements, etc. completed to that point.
- Construction of the project will proceed under a Project Labor Agreement with the Building Trades that prioritizes local hires.

Building Commissioning Work Stream – An important component of the Project relates to a cost-effective building mechanical system with long-term reliable operability. Edgemoor has hired a commissioning agent, Altura, to work hand in hand with the Mechanical, Electrical & Plumbing (MEP) designers (GLUMAC) throughout the Project. Their work implemented in three phases: Design, Construction, and Warranty.

During the design phase, Altura will review the design packages, specifications, and bases of design to ensure compliance with project goals, LEED requirements, and industry best practices. They will also support decision-making to ensure lifecycle costs are being considered along with all building systems decisions. They will also lead the review of Building Automated System (BAS) sequences of operation, to

ensure early coordination of controls processes.

During Construction, Altura will review all MEP and BAS submittals to ensure the project requirements are met and enforced. Once the systems are installed, Altura will work with the MEP trades to ensure systems are ready to be tested and will follow testing procedures developed by Altura. They will be responsible for witnessing and documenting all testing procedures and will track all commissioning issues until resolution. After commissioning is completed, Altura will ensure all materials are delivered and provide all relevant training to City staff.

During the warranty period, Altura will continue to monitor the building in an enhanced commissioning effort. Leveraging analytics and working with key facilities stakeholders, they will continue to optimize the building performance. This will also verify the building systems quality for the enhanced commissioning LEED points and will be a key component to receiving LEED certification at a level of "LEED Silver" or higher.

FINANCIAL IMPACT

The Project is estimated to cost \$152 million. This is being funded from a combination of cash on hand and bond proceeds. A total of \$12 million is set aside from the General Fund and \$140 million will be financed through the issuance of tax-exempt Lease Revenue Bonds. Pre-development expenses are funded as part of the ENA budget of \$3 million and are not included in the planned project budget of \$152 million.

On November 14, 2023, the City Council adopted Resolution 9833-23 directing the City Manager to take actions necessary to finance the Project through the issuance of Lease Revenue Bonds with a par amount not to exceed \$140 million. Bonds will be issued through the Garden Grove Financing Authority. Annual debt service is estimated to be less than \$9 million and will be paid by the general revenues from the City's General Fund in the form of lease payments.

Ancillary cost for issuing the bonds, including financial and legal consultants will be paid from proceeds of the debt. The issuance of the debt will not result in additional taxes or fees to our taxpayers.

Staff is further proposing to enter into a short-term lease with Edgemoor/Clark Construction for occupancy of existing vacant space within the City owned facility at 11277 Garden Grove Blvd. (Purcell) for construction related activities in connection with the Project to minimize the need for construction trailers.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Project Agreement and authorize the City Manager to execute the Project Agreement by and between the City of Garden Grove and Edgemoor Garden Grove Civic Partners LLC, in an amount not to exceed \$152 million, and to make minor modifications as appropriate thereto, on behalf of the City; and

- Direct the City Manager to finalize documents necessary to issue lease revenue bonds with a par amount of \$140 million consistent with Resolution 9833-23 approved on November 14, 2023, and return to City Council for final approval and authorization to issue bonds.
- Authorize the City Manager to negotiate and execute a short-term lease with Edgemoor/Clark Construction for occupancy of existing vacant space within the City owned facility at 11277 Garden Grove Blvd. (Purcell) for construction related activities in connection with the Civic Center Revitalization Project.

By: Craig Beck, Consultant and Grace Kim, Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment No. 1 Community Engagement	3/18/2024	Backup Material	03182024_Community_Outreach_Summary_Table.docx
Attachment No. 2 Project Agreement	3/20/2024	Agreement	FINAL_DRAFT_-_City_Council_Version- _Project_Agreement.pdf
Attachment No. 3 Agreement Exhibits	3/20/2024	Backup Material	Link_to_attachments_for_project_agreement_notice.pdf



Civic Center Revitalization Project

Community Outreach Summary

March 2024

City Council Meetings	<ul style="list-style-type: none"> January 24, 2023 – Project update March 14, 2023 – CEQA consultant June 13, 2023 – Project update July 25, 2023 – Project update September 26, 2023 – Developer ENA November 14, 2023 – Project conceptual design March 26, 2024 – Project Agreement Approval (planned) April 23, 2024 – Project Financing Approval (planned)
Digital Media	<ul style="list-style-type: none"> Corner sign (Euclid Street and Acacia Parkway) Community Events Calendar and email blast City website banner
Open Houses	<ul style="list-style-type: none"> June 1, 2022 – In-person event requesting feedback on Civic Center Park facilities June 9, 2022 – Virtual open house requesting feedback on Civic Center Park facilities December 6, 2023 – Provide summary of work completed, and outreach responses to-date
Planning Commission Meetings	<ul style="list-style-type: none"> October 19, 2023 – Project update December 21, 2024 – Public hearing for Conditional Use Permit
Pop-Up Booths	<ul style="list-style-type: none"> March 18, 2023 – Art in the Park at Village Green Park April 8, 2023 – Eggscavation at Atlantis Play Center June 22, 2023 – Summer Concert Series at Garden Grove Park June 29, 2023 – Summer Concert Series on Historic Main Street July 7, 2023 – Summer Movie Series at Eastgate Park July 13, 2023 – Summer Concert Series at Eastgate Park July 20, 2023 – Summer Concert Series at Eastgate Park July 27, 2023 – Summer Concert Series at Eastgate Park August 1, 2023 – National Night Out on Civic Center Parkway August 3, 2023 – Summer Concert Series at Eastgate Park August 11, 2023 – Summer Movie Series at Garden Grove Park December 2, 2023 – Winter in the Grove at Village Green Park March 7, 2024 – Clementine Trolley at Buena Clinton Youth & Family Center March 9, 2024 – Art in the Park at Village Green Park
Press Releases	<ul style="list-style-type: none"> May 23, 2022 – Community invited to upcoming Open Houses July 5, 2022 – Survey available for input on Civic Center Park improvements July 31, 2023 – City seeking developer for Garden Grove Civic Center Revitalization Project November 7, 2023 – Community invited to upcoming Open House for Civic Center Revitalization Project February 28, 2024 – Local Small Businesses Invited to Upcoming Event on Potential Contracting Opportunities for Civic Center Revitalization Project
Promotional Video (GGTV3)	<ul style="list-style-type: none"> April 11, 2024 – State of the City release date
Social Media	<p>City's Facebook</p> <ul style="list-style-type: none"> May 23, 2022 (5 likes) May 27, 2022 (1 likes) June 1, 2022 (8 likes; 1 share)

- June 8, 2022 (2 likes; 1 share)
- July 6, 2022 (1 comment; 8 shares)
- July 6, 2022 on Garden Grove Neighborhood Watch and Friends
- July 6, 2022 on Residents and Friends of Garden Grove CA (1 like)
- July 6, 2022 on West Garden Grove Neighborhood Watch (1 like; 1 comment)
- July 7, 2022 on Garden Grove Neighborhood Association
- June 13, 2023 (5 likes; 4 comments; 3 shares)
- June 22, 2023 (4 likes, 2 comments; 1 share)
- July 25, 2023 (3 likes)
- August 1, 2023 (2 likes; 2 shares)
- November 8, 2023 (8 likes; 5 shares)
- November 8, 2023 on EastWest Garden Grove
- November 9, 2023 on Garden Grove Neighborhood Association (1 like)
- November 22, 2023 (5 likes)
- November 30, 2023 (4 likes, 1 comment, 2 shares)
- December 5, 2023 (2 likes, 1 share)
- February 16, 2024 (7 likes)
- February 29, 2024 (6 likes, 4 shares)
- March 4, 2024 (5 likes, 1 share)

Police Department's Facebook

- May 25, 2022 (31 likes; 1 comment; 5 shares)
- June 1, 2022 (22 likes; 5 shares)
- June 1, 2022 on Residents and Friends of Garden Grove CA (7 likes; 2 comments)
- June 1, 2022 on Garden Grove Neighborhood Watch (9 likes; 2 comments)
- June 1, 2022 on West Garden Grove Neighborhood Watch (4 likes; 1 comment)
- June 1, 2022 on Garden Grove Neighborhood Watch and Friends (1 like; 3 comments)
- June 1, 2022 on West Garden Grove Neighborhood Watch Less Restricted (2 likes; 4 comments)
- June 1, 2022 on GGNA News & Views (3 likes; 1 comment)
- June 1, 2022 on Garden Grove Real Neighborhood Watch (4 likes; 8 comments)
- June 8, 2022 on GGNA News & Views (6 likes; 4 comments)
- June 8, 2022 (31 likes; 1 comment; 2 shares)
- June 8, 2022 on Garden Grove Neighborhood Watch (6 likes)
- June 8, 2022 on Garden Grove Real neighborhood Watch (4 likes)
- June 8, 2022 on West Garden Grove Neighborhood Watch Less Restricted (2 likes)
- June 8, 2022 on Garden Grove Neighborhood Watch and Friends (2 likes)
- June 8, 2022 on West Garden Grove Neighborhood Watch (8 likes)

City's Twitter/X

- June 13, 2023 (230 views)
- June 22, 2023 (1 like, 244 views)
- July 25, 2023 (1 comment, 249)
- August 1, 2023 (193 views)
- November 8, 2023 (2 retweets, 2 likes, 353 views)
- November 22, 2023 (108 views)
- November 22, 2023 (1 comment, 114 views)
- November 22, 2023 (1 comment, 214 views)
- December 5, 2023 (114 views)
- February 16, 2024 (168 views)

	<ul style="list-style-type: none"> February 29, 2024 (2 comments, 139 views) March 5, 2024 (96 views) <p>City's Nextdoor</p> <ul style="list-style-type: none"> June 13, 2023 (1 like 267 impressions) June 22, 2023 (245 impressions) July 25, 2023 (1 like 170 impressions) August 1, 2023 (175 impressions) November 8, 2023 (1 like 241 impressions) November 22, 2023 (89 impressions) November 30, 2023 (68 impressions) November 5, 2023 (40 impressions) February 16, 2024 (646 impressions) February 29, 2024 (618 impressions) <p>City's Instagram</p> <ul style="list-style-type: none"> June 13, 2023 (29 likes) June 22, 2023 (26 likes, 2 comments) June 25, 2023 (18 likes, 1 comment) August 1, 2023 (14 likes, 1 comment) November 8, 2023 (16 likes) November 22, 2023 (19 likes, 3 comments) November 30, 2023 (26 likes) December 5, 2023 (15 likes) February 16, 2024 (24 likes, 1 comment) February 29, 2024 (15 likes, 1 comment) March 4, 2024 (23 likes, 1 comment)
Survey	<ul style="list-style-type: none"> June 9, 2022 to August 2, 2022 – Online survey asking for feedback on Civic Center Park facilities
Translations	<ul style="list-style-type: none"> Civic Center Community Engagement Flyer – Korean, Spanish, Vietnamese Press releases – Vietnamese Local Small Business Event Flyer – Korean, Spanish, Vietnamese
Vietnamese Cultural Media	<ul style="list-style-type: none"> May 23, 2022 – Vietnamese TV talk shows July 5, 2022 – Vietnamese TV talk shows July 31, 2023 – Vietnamese talk shows and radio show November 7, 2023 – Vietnamese talk shows and radio show, neighborhood meeting at Buena Clinton and bi-monthly Vietnamese newsletter
Small Business Outreach Event	<ul style="list-style-type: none"> March 5, 2024 – Contracting opportunities for local and/or small businesses

PROJECT AGREEMENT

By and Among

CITY OF GARDEN GROVE;

and

EDGEMOOR GARDEN GROVE CIVIC PARTNERS LLC, a Maryland limited liability
company

Dated as of March __, 2024

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List of Attachments

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Attachment 2.6	Schedule of Values
Attachment 2.7	Form of Requisition
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Attachment 5.15	Master Project Schedule
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Attachment 10.18	Form of 179D Letter Agreement
Attachment 12-2	Existing Site Reports

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this “Agreement” or “Project Agreement”) is dated for reference purposes as of March __, 2024 (the “Effective Date”), and is entered into by and among the **City of Garden Grove** (the “City”), and **Edgemoor Garden Grove Civic Partners LLC**, a Maryland limited liability company (the “Edgemoor”).

RECITALS

THIS AGREEMENT is made with reference to the following facts and circumstances:

A. The City owns certain real property located in the City of Garden Grove at Acacia Parkway and Euclid Street and is legally described in Attachment A-1 and shown on the attached Attachment A-1 (the “Site”). California Public Contracts Code § 22160 et seq. and Section 2.52.020 of the Garden Grove Municipal Code authorize the City to use design-build procurement for the design and construction of certain public works projects.

B. The City issued a Request for Qualifications (the “RFQ”) seeking an experienced entity to design and develop the Site to include space for (i) a new public safety facility and (ii) a new parking structure ((i) and (ii) the “PSF”) and (x) the demolition of the existing police headquarters building following the completion of the new PSF, and (y) a new reconfigured 2.7-acre park ((x) and (y), the “Civic Center Park”) described in more detail in Attachment 5.5(a) (collectively, the “Project”).

C. After an extensive best value evaluation process the City determined that Edgemoor’s responses to the RFQ demonstrated best value to the City and therefore warranted entering into exclusive negotiations with Edgemoor.

D. The City and Edgemoor entered into that certain Exclusive Negotiation Agreement, dated as of October 2, 2023 (collectively, with any letter agreements between the Parties the “ENA”), as the same may from time to time be amended, pursuant to which Edgemoor and the City have agreed to negotiate documents for the design and construction of the Project.

E. The City, subject to the terms of this Agreement, through both a lease-revenue bond financing by GGPFA on the financial close date (the “Financial Close Date”) of one hundred and forty million dollars (\$140,000,000) and separate appropriations of twelve million dollars (\$12,000,000) commits collectively an amount not to exceed one hundred and fifty two million (\$152,000,000) (“Total Available Funds”) to fund the Guaranteed Maximum Price to be paid to Edgemoor to design and construct the Project.

F. The Parties now desire to enter into this Agreement to set forth the actual terms and conditions upon which the Project will be designed and constructed subject to certain conditions precedent set forth in this Agreement, including (i) Edgemoor will, subject to the terms of this Agreement, design, develop, and construct the Improvements in accordance with the Project Requirements, and obtain certain specified Project approvals in connection therewith (“Edgemoor’s Work” or “Work”), (ii) the City will pay for Edgemoor’s Work with Total Available Funds, and (iii) Edgemoor will enter into the Design/Build Agreement (“Design/Build Agreement” or “DBA”) with the Design Builder with respect to the design and construction of

the Project as described in Section 2.3(a)(iii).

G. It is the intent of the Parties that Edgemoor will execute the design, development, and construction of the Project's entire scope of work within the Total Available Funds, at or below the negotiated Guaranteed Maximum Price.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 GENERAL: PARTIES, TERM, DEFINITIONS, AND PAYMENTS.

1.1 The City

The City is a municipal corporation in the State of California.

1.2 Edgemoor

Edgemoor is a Maryland limited liability company.

1.3 Site

The Site is located in the City of Garden Grove, California, and is described in Attachment A-1 and shown on the site map attached hereto as Attachment A-2 (the "Site Map"), which Site Map may be subject to change from time to time during the Term upon Substantial Completion of the various Improvements to reflect the location and dimensions of the completed Improvements.

1.4 City Commitment to Fund the Payment of the Guaranteed Maximum Price.

(a) The City hereby commits an amount not to exceed the Total Available Funds to payment of the Guaranteed Maximum Price (defined below), which Guaranteed Maximum Price includes any Work carried out prior to the execution of the GMP Change Order (defined below).

(b) Prior to the GMP Change Order's execution, Edgemoor will be paid for all Work performed in accordance with this Agreement and any Notice to Proceed issued by the City in an amount to be agreed between the Parties as set forth in Section 2.4, and all such Work performed is part of the Guaranteed Maximum Price and will be paid in accordance with Section 2.7.

1.5 Term of this Agreement

Unless terminated sooner in accordance with this Agreement, the term of this Agreement (the "**Term**") shall be from the Effective Date until two (2) years after Final Completion of the last Improvement to achieve Final Completion under this Agreement, except any payment obligations which are due and payable prior to such expiration and other performance or indemnity obligations

and rights which accrued during the term but by their nature must survive termination and/or expiration of this Agreement (e.g. pre-existing Change Event or indemnity claims not otherwise settled).

1.6 Definitions; Recitals

Initially capitalized terms used in this Agreement are defined in Article 12 or have the meanings given them when first defined. The Recitals are incorporated into this Agreement by reference.

1.7 Termination; Survival; Hierarchy

Upon expiration of the Term, this Agreement will terminate in its entirety, except solely the following provisions: Sections 4.4, 5.1, 5.23, 6.6, 7.2, 9.3(d), 9.6, 9.7, 9.8, 10.1, 10.7, 10.11, 10.13, 10.15, 10.18, 11.1, 11.2, and statutory warranties and/or construction defect statutes of limitation. Each of the provisions of this Agreement, including the Attachments are an essential part of the agreement between the Parties and are intended to be complementary and to be read together with this Agreement as a complete agreement. Except as otherwise expressly provided in this Section 1.7 above, if there is any conflict, ambiguity or inconsistency between the provisions within this Agreement, the order of precedence from highest to lowest will be as follows:

- (i) any amendment to this Agreement, any Notice to Proceed, or a Change Order;
- (ii) the Effective Date Design, and respectively upon approval, the Approved Design Documents and thereafter the Final Construction Documents;
- (iii) the provisions of the main body of this Agreement; and
- (iv) the provisions of the Attachments.

If either Party becomes aware of any conflict, ambiguity or inconsistency between the provisions of this Agreement or between or among this Agreement, a Change Order, the Final Construction Documents, and/or the Attachments, it must promptly notify the other Party in writing of the conflict, ambiguity or inconsistency and its assessment of which provision should prevail in light of the application of the rules set forth in this Section 1.7.

ARTICLE 2 GMP PROCESS AND PAYMENT

2.1 Execution of the Project Agreement and Design/Build Agreement

Concurrently with, or prior to, the Notice to Proceed the City and Edgemoor will have executed this Project Agreement, and Edgemoor and Design Builder will have executed the Design/Build Agreement.

2.2 Site Access

The City hereby grants Edgemoor (subject to the limitations in this Agreement) access to the Site for the purpose and on the conditions set forth in this Agreement upon issuance of a Notice to Proceed.

2.3 GMP Change Order Process

(a) The Parties acknowledge and agree that:

(i) as of the Effective Date, the Project's design is not complete and is at the level of the Effective Date Design;

(ii) prior to Financial Close, the Parties will work collaboratively and iteratively to advance the Effective Date Design and Edgemoor will deliver 100% Design Development Documents, a Schedule of Values and Master Project Schedule and the Parties will mutually agree on an estimated guaranteed maximum price (the "**Guaranteed Maximum Price**" or "**GMP**") in an amount not to exceed the Total Available Funds, in accordance with this Section 2.3;

(iii) following Financial Close and subject to Section 2.3(b), a binding Guaranteed Maximum Price, Schedule of Values and Master Project Schedule will be finalized and established in a Change Order to be executed by the Parties promptly following Edgemoor's completion of Final Construction Documents (the "**GMP Change Order**"). As part of establishing the estimated Guaranteed Maximum Price described in Section 2.3(a)(ii) above and the binding Guaranteed Maximum Price in the GMP Change Order at, or below, the Total Available Funds, the Parties agree that it may be necessary to adjust the Effective Date Design, the Design Development Documents, Approved Design Documents, the Final Construction Documents (and any modifications thereto), the Master Project Schedule and/or the Project scope through an iterative, collaborative and cooperative design, cost estimating (which may be impacted by price escalations) and time impact analysis process. The Parties acknowledge and agree that the contingency to be established in the GMP Change Order shall be solely for the benefit of Edgemoor's design and construction component of the Work and such design and construction contingency is estimated not to exceed five percent (5%) of the Guaranteed Maximum Price, and the Parties acknowledge that they will work collaboratively to minimize and reduce contingency in the GMP Change Order, but acknowledge contingency amounts may be adjusted (with both Parties' agreement, acting reasonably) in either direction. The Guaranteed Maximum Price development and calculations will be subject to open book review by the City in accordance with Section 2.10; and

(iv) if the Parties cannot agree on scope, schedule, price or design changes to achieve the City's objectives for the Project at or below the Total Available Funds, then the City (in its sole and absolute discretion) may obtain additional funding beyond the Total Available Funds to fund the Project or, failing that, either Party may terminate this Agreement in accordance with Section 2.3(b).

(b) If following Edgemoor's delivery of the Final Construction Documents the City and Edgemoor have not mutually agreed to a GMP Change Order within thirty (30) days (unless extended by the Parties) of good faith negotiations between the Parties, this Agreement

may be terminated for no fault, by either Party in writing. In such event, the City shall pay Edgemoor within 14 days for all amounts due and payable in accordance with Section 3.6.

(c) In connection with termination or expiration of this Agreement for any reason, including under Section 2.3(b), then following payment in full of all amounts due and payable by the City for all Work performed by Edgemoor in conformance with this Agreement, the City shall, subject to providing the indemnity in Section 9.8, be entitled to receive and use all Construction Documents (including Design Development Documents) existing at the time, free of any liens, claims, or encumbrances by Edgemoor or any Edgemoor subcontractor.

2.4 Notice to Proceed Work & City Rights in the Site

(a) Notice to Proceed. Prior to finalizing a Guaranteed Maximum Price under Section 2.3, Edgemoor may perform certain Work under a price or payment method agreed between the Parties under one or more Notices to Proceed (a “**Notice to Proceed**”). Within ten (10) days following the first Notice to Proceed from the City, Edgemoor will proceed with the performance of such authorized Work and the City will pay for such Work in accordance with Sections 2.6 and 2.7 for any such Work performed by Edgemoor. Prior to commencing any such Work, Edgemoor will deliver proof of insurance which is required to perform the applicable Work as agreed between the Parties and will deliver, or cause to be delivered on its behalf, a performance bond and payment bond as required under applicable Law in an amount equal to the value of the design and construction portion of such Work to be performed under the Notice to Proceed, naming Edgemoor the obligee and the City an additional obligee under a multiple obligee rider.

(b) Reservation of Rights by the City. The City shall retain rights in the Site consistent with the activities described herein, including the right to continue certain uses on the Site during Edgemoor’s Work as described in Section 5.20.

2.5 Taxes and Assessments

(a) It is agreed that the City will be responsible for all real-property taxes and assessments arising from or relating to the Project or Site and Edgemoor shall have no obligation to pay any such taxes or assessments arising from or relating to the Project or Site. If any obligation to pay such tax or assessment is imposed by any authority having jurisdiction arising from or in relation to the Project or the Site, the City shall be responsible for either authorizing payment of such tax from the change contingency or challenging the imposition of such tax or assessment.

2.6 Milestone Payments and Payment of the GMP

(a) The Parties will agree on a schedule of values that sets out the break-down of amounts to be paid by the City to Edgemoor under this Agreement, to be attached initially as Attachment 2.6, and updated from time to time, in accordance with this Agreement, including in connection with Financial Close and execution of a Change Order, or as otherwise agreed between the Parties (the “**Schedule of Values**”).

(b) Following execution of the GMP Change Order, the City shall pay the Guaranteed Maximum Price in accordance with the Schedule of Values, Section 2.7 with the understanding that any fixed-price components will be paid based on a percentage of Work

described in the Schedule of Values attached to the GMP Change Order.

2.7 Payment Procedures

(a) **Disbursements** – The process for payments to Edgemoor under and in connection with this Agreement (“**Disbursement(s)**”) shall be in accordance with the following process:

(i) Edgemoor will submit a requisition (a “**Requisition**”) for Work performed substantially in the form of Attachment 2.7 to this Agreement; and

(ii) within ten (10) calendar days following submittal of the Requisition, the City shall either approve the Requisition or identify which portion, if any, is disputed. The undisputed portion of the Disbursement shall be paid to Edgemoor by the City within five (5) calendar days after approval as to an undisputed portion of the Requisition. As to any disputed portion of the Requisition, the Parties shall continue to discuss the disputed portion until the matter is resolved or either Party invokes expedited dispute resolution procedures in Section 10.13(d). The City’s obligation to pay amounts due under this Agreement is an absolute and unconditional obligation to pay agreed upon amounts and will not be contingent, or conditional on receiving funds from GGPFA, any trustee or other third-party.

(b) **Retainage** –

(i) **Retainage Amount** - All amounts for PSF Construction disbursed pursuant to this Section 2.7 shall be subject to a five percent (5%) retention to be held by the City in accordance with applicable Law, which shall not exceed three million five hundred thousand dollars (\$3,500,000) in the aggregate, until released by the City in accordance with Section 2.7(c). Upon commencement of the Civic Center Park Construction, all amounts for Civic Center Park Construction disbursed pursuant to this Section 2.7 shall be subject to a five percent (5%) retention to be held by the City in a separate account and in accordance with applicable Law, and will be released by the City in accordance with Section 2.7(c). Retainage shall not be held against design costs, general conditions, and any amounts for “Development Management” identified in the Schedule of Values. In accordance with Cal. Pub. Cont. Code § 22185.7 Work performed to establish the guaranteed maximum price shall not be subject to retention. All amounts retained by the City shall be held in an interest bearing account, in a financial institution selected by Edgemoor in accordance with the California Public Contracts Code. The Parties will enter into a retainage agreement agreed between the Parties which will govern the procedures for this interest bearing account or any securities in lieu of retainage, including distribution of interest earned to Edgemoor, in each case, to the extent permitted by applicable Law, including § 22300 of California Public Contracts Code.

(ii) **Draw** - Retainage may be drawn and held by the City under this Agreement or under any applicable escrow account solely to the extent of an Edgemoor Event of Default for non-payment of undisputed amounts where the City otherwise is unable to setoff such amounts due and payable by Edgemoor.

(c) **Release of Retainage** –

(i) Upon Substantial Completion of the PSF, the City will release all retainage held by the City or retainage held pursuant to an escrow agreement will be released, subject to holding back 200% of the value of the PSF “Punch List Items”.

(ii) Upon Substantial Completion of the Civic Center Park, the City will release all held retainage held by the City or retainage held pursuant to an escrow agreement will be released, subject to holding back 200% of the value of the Civic Center Park “Punch List Items”.

(iii) All Punch List retainage for the PSF and the Civic Center Park, as applicable, will be released in accordance with the Requisition procedures in Section 2.7(a) as and when the applicable Punch List Items are completed.

(iv) In connection with the release of each retainage amount under subsections (i) through (iii) above, Edgemoor shall submit an unconditional waiver and release upon receipt of such payment pursuant to California Civil Code Section 8134 for itself, and for each subcontractor and supplier participating in the Construction Work completed during the period for which retainage is being released.

2.8 Unincorporated Materials.

To the extent required to deliver the Work, the City shall be obligated to pay Edgemoor for all “Unincorporated Materials” paid for by Edgemoor, which will be included in the Guaranteed Maximum Price and will include any of the following: (i) advance deposits required to be paid to vendors and suppliers necessary to acquire materials or equipment, (ii) materials and other personal property purchased or manufactured for incorporation into the Improvements in accordance with this Agreement (including the Final Construction Documents) but, at the time a Disbursement is made hereunder to pay the costs thereof, not yet incorporated into the Improvements, (iii) personal property to be installed in or used in connection with the Project, but not intended to be incorporated into the Improvements, and in the case of (ii)-(iii) (A) have been secured and segregated, or (B) are in the custody or control of Edgemoor.

2.9 Suspension of Work / Interest

(a) **Suspension** - Where Edgemoor has complied with its obligations regarding Disbursements under this Agreement (including in connection with a Change Order) and the relevant undisputed Disbursement is not made by the City by the time required in Section 2.7, or the City fails to otherwise respond to a properly and timely submitted Requisition, Edgemoor may, after fifteen (15) days’ written notice to the City, (and without prejudice to any other right under this Agreement or applicable Law) suspend Work on the Project for nonpayment of undisputed amounts.

(b) **Interest** - If a Disbursement or any other payment under this Agreement is not paid in full on, or prior to, the applicable due date, then the unpaid amount shall accrue interest from the date which is 15 days after notice from Edgemoor to the City, until such amount is paid, at an annual rate equal to the higher of the Prime Rate plus two percent (2%) per annum or the highest rate allowed under applicable Laws.

2.10 GMP Open Book.

All amounts (other than lump sum amounts agreed between the Parties or fixed amounts for insurance, bonding, Edgemoor personnel/staffing costs) paid under this Agreement will be subject to open book review by the City (and its consultants) to confirm amounts (including subcontractor bids, contingency and administrative development costs) requested have actually been incurred by Edgemoor; provided, however the Parties acknowledge that insurance costs, surety costs, and personnel costs are lump sum amounts that have been mutually agreed by the Parties and are recognized as reasonable costs and neither Party will utilize the open book process after the GMP Change Order to further review or renegotiate amounts previously agreed between the Parties.

2.11 GMP Savings

In connection with the final payment at Final Completion of the Civic Center Park and in accordance with Cal. Pub. Cont. Code § 22185.5(b)(2), to the extent that the City has paid Edgemoor less than the Guaranteed Maximum Price (including any contingencies therein), the Parties will share in such savings 50/50, which amount will be disbursed with the final payment on or around such Final Completion.

ARTICLE 3 FINANCIAL CLOSE.

3.1 Project Funding

(a) Funding.

(i) City Funding. The City will be solely responsible for securing the financing and funding for the Project, which is expected not to exceed the Total Available Funds and is unconditionally (whether through financing or appropriated funds or otherwise) responsible for paying Edgemoor for all Edgemoor's Work performed in accordance with this Agreement not to exceed the Guaranteed Maximum Price. The Parties acknowledge that the City's failure to cause Financial Close is a failure of a condition precedent to Edgemoor performing any further Work under this Agreement entitling Edgemoor to terminate this Agreement, but is not a City Event of Default.

3.2 Cooperation of Parties.

Edgemoor will provide reasonable and customary assistance to the City in providing the necessary information from Edgemoor regarding Edgemoor, its subcontractors and the Project in order to achieve the Financial Close.

3.3 Financial Close Target Date; Rights of Termination

The "**Financial Close Target Date**" shall mean the expected date for achieving the Financial Close, which is ninety (90) days following the Effective Date. Subject to Extension, or mutual written agreement executed by the Parties in their sole and absolute discretion, extending the

Outside Financial Closing, if the Financial Close, notwithstanding any other provision of this Agreement, has not occurred by the date that is one hundred and fifty (150) days from the Effective Date (the “**Outside Financial Closing Date**”), then the City or Edgemoor shall have the right to terminate this Agreement (without fault), and upon such termination none of the Parties shall have any further obligations under this Agreement except as otherwise expressly provided in this Agreement, including the City’s payment under Section 3.6. In the event of such termination, each of the Parties shall execute and deliver such documents and take such acts as may be reasonably required to unwind this Agreement.

3.4 Conditions Precedent to Financial Close

(a) Conditions Precedent. The following are conditions precedent to proceed with the Financial Close:

(i) The Effective Date shall have occurred and Edgemoor has provided an estimated Guaranteed Maximum Price as described in Section 2.3(a)(ii), and from and after the later of such dates, both Parties have continued to perform in all material respects all material obligations under this Agreement required to be performed before the Financial Close, and all of the representations and warranties made in Article 11 of this Agreement, respectively, shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of Financial Close;

(ii) Any additional documents to be executed by Edgemoor and City on or before the Financial Close, which were not executed on or before the Effective Date, shall have been executed and delivered to the other Party;

(iii) From and after the Effective Date, there shall not have occurred any action or proceeding before any court, tribunal, or other judicial, adjudicative or legislative decision-making body, including any administrative appeal, by a third party which seeks to challenge this Agreement, the Financial Close, the DBA, or the development of any portion of the Project;

(iv) the Parties have agreed on all Change Events as of the Financial Close and the estimated Guaranteed Maximum Price does not exceed the expected Total Available Funds; and

(v) 100% Design Development Documents have been submitted by Edgemoor.

(b) Satisfaction of Conditions Precedent. The conditions precedent set forth in Section 3.4(a) above are intended for the benefit of the both Parties. If any such condition precedent is not satisfied on or before the Financial Close Target Date either Party shall have the right to (i) waive in writing the condition precedent in question and the City may proceed with the Financial Close; (ii) in the case of the City, postpone the Financial Close for the time period reasonably necessary for such condition to be satisfied, provided that, except as expressly provided herein, in no event shall the Financial Close occur after the Outside Financial Closing or (iii) terminate this Agreement and Edgemoor will be paid in accordance with Section 3.6.

3.5 Financial Close

Provided that the conditions precedent set forth in Section 3.4 have all been satisfied or expressly waived by the applicable Party on or before the Outside Financial Closing, the City will achieve Financial Close within ten (10) days thereafter or where the City chooses not to achieve Financial Close within such time period then Edgemoor may terminate this Agreement and the City shall compensate Edgemoor in accordance with Section 3.6.

3.6 Termination Prior to GMP Change Order

Without limiting either Party's rights due to a termination for either, a City Event of Default or Edgemoor Event of Default under Article 9, if this Agreement is terminated prior to the GMP Change Order being executed by both Parties, the City shall pay Edgemoor an amount equal to: (i) the cost incurred (but not yet paid) for all Work performed by Edgemoor and any Edgemoor Responsible Party in accordance with this Agreement and any Notice to Proceed, (ii) Edgemoor's and any Edgemoor Responsible Party's costs incurred as a result of such termination and (iii) an amount equal to \$75,000.

ARTICLE 4 SITE CONDITION; INDEMNIFICATION; COMPLIANCE WITH LAWS.

4.1 Site Condition

(a) Site Delivery. Subject to the City Permitted Site Uses, on and from the Effective Date, the City shall deliver and provide to Edgemoor full access to the Site for the purposes of performing Edgemoor's Work. The Site will be delivered by the City in a condition acceptable to Edgemoor.

(b) Site Ready Obligations. Without limiting the foregoing, subject to the City's continued use of the Site and adjacent property as described in Edgemoor's Site coordination plan prepared by Edgemoor and agreed with the City, each when necessary, Edgemoor shall be permitted space at the Site for parking, locating office trailers, and storage/staging areas for the purposes of performing Edgemoor's Work.

(c) Damage or Destruction.

(i) If any damage or destruction of the Site occurs after the Effective Date, which is not caused by an act or failure to act of any Edgemoor Responsible Party in breach of this Agreement, and which the Parties reasonably determine would add \$50,000 or more (in the aggregate) to the cost of developing the Project (a "**Material Damage Event**"), the City shall issue a Change Order. Following issuance of the Change Order, Edgemoor shall remedy the damage or destruction and the City will pay Edgemoor for its costs and expenses incurred in connection with performing any such restoration work pursuant to the Change Order.

4.2 Environmental Matters and Differing Site Conditions

(a) Environmental Matters. Edgemoor shall comply with all Hazardous Materials Laws applicable to the Site in performing Edgemoor's Work. If any Hazardous

Materials are discovered on the Site, Edgemoor shall (i) if required by applicable Law, immediately contain, remediate or remedy such Hazardous Materials or (ii) if immediate action is not required, promptly notify the City after which the Parties will expeditiously determine the most cost effective and appropriate course of action. Thereafter, Edgemoor will perform all agreed upon required and necessary remediation and other work needed to remove such Hazardous Materials from the Site and to properly dispose the same off-Site, all in accordance with applicable Laws, including Hazardous Materials Laws. So long as the discovered Hazardous Materials are not part of Edgemoor Assumed Hazardous Materials Obligations (defined below), such discovery shall be deemed a Change Event. Without any double counting in connection with the aforementioned Change Event process, and excluding Edgemoor Assumed Hazardous Materials Obligation (as defined below), the City shall be solely responsible for, and shall Indemnify Edgemoor, from any and all costs to comply with Hazardous Materials Laws, including, without limitation, (i) all direct third party documented costs and expenses for investigating, remediating and/or removing any such Hazardous Materials to the extent such investigation, remediation and/or removal is required, and (ii) all Hazardous Materials Laws applicable to the use of the Site and the Improvements. The Parties acknowledge that to the extent that California Code, Public Contract Code - PCC § 7104 applies to the Work, to the extent required by Law, it is incorporated herein by this reference as if fully set forth herein.

(b) The City shall not be relieved from any liability that the City may have under applicable Laws that relate to pre-existing Hazardous Materials on the Site or by reason of the existence of any Hazardous Materials on the Site for which it is a responsible party, and in no event shall Edgemoor Indemnify the City with respect to such environmental conditions which existed on the property prior to the Effective Date or which are not Edgemoor Assumed Hazardous Materials Obligations (defined below).

(c) Notwithstanding the foregoing, Edgemoor shall be solely responsible for, and shall Indemnify the City from, any and all costs to bring the Site into compliance with Hazardous Materials Laws to the extent caused by Hazardous Materials brought by Edgemoor or its contractors or subcontractors onto the Site in connection with Edgemoor's Work for which Edgemoor or its contractors or subcontractors are liable under Hazardous Materials Laws, including where such Hazardous Materials materially adversely impact subsurface conditions (collectively, the "**Edgemoor Assumed Hazardous Materials Obligations**"). Edgemoor shall not be responsible for environmental conditions which existed on the Site prior to Edgemoor taking control of the Site or which are not otherwise Edgemoor Assumed Hazardous Materials Obligations.

(d) Differing Site Conditions. Without limiting the foregoing, if any Differing Site Conditions are discovered on the Site, then Edgemoor shall promptly perform all required and necessary work required pursuant to applicable Law given the current use of the Site (e.g., not residential) needed to mitigate, address or correct such Differing Site Conditions to the extent such Differing Site Conditions either (i) directly impact the performance of Edgemoor's Work or (ii) are required to be addressed under applicable Law, and in each case, such discovery and necessary work shall be deemed a Change Event.

(e) Existing Site Reports. The City agrees that, with respect to the surface and subsurface conditions of the Site, Edgemoor has relied upon and will rely upon, all representations

and warranties of the City provided to Edgemoor and as otherwise expressly set forth in the Project Agreement, and that as of the date of the Effective Date it has delivered to Edgemoor all reports, studies, assessments, audits or other similar documents in connection with the condition of the Site, utilities, Hazardous Materials, geotechnical conditions, soil conditions, or any other Site condition that the City has in its possession or is aware of and that all such reports are listed in Attachment 12-2, (collectively, the “**Existing Site Reports**”). Notwithstanding the foregoing, the Parties acknowledge and agree that, upon execution of the GMP Change Order, Attachment 12-2 will be updated with Existing Site Reports that the City has in its possession or is aware of between the Effective Date and execution of the GMP Change Order, which will be considered as part of the GMP Change Order process. The City will attempt to obtain written acknowledgements in form and substance reasonably satisfactory to Edgemoor from the consultants engaged by or on behalf of the City who prepared the Existing Site Reports specifically stating that Edgemoor is entitled to rely upon the information contained in such Existing Site Reports.

4.3 Compliance with Laws

(a) Except as to Edgemoor Assumed Hazardous Materials Obligations, no term or provision of this Agreement shall be construed to deem or require Edgemoor to be the generator, shipper, arranger, and/or transporter of any Hazardous Materials disposed of from the Project or the Site or otherwise as part of Edgemoor’s Work, or parts thereof encountered during Edgemoor’s Work; neither will Edgemoor be required to take any action that would cause it to be listed or identified as the generator, shipper, arranger, or owner for the purposes of applying any statute, rule, guideline, or regulation. The City will be identified as the generator and arranger of all Hazardous Materials on any transport manifests for the Project, except for the Edgemoor Assumed Hazardous Materials Obligations.

(b) Compliance with Laws. Edgemoor shall comply at all times throughout the Term, with respect to the Project and the Site, with: (i) all Laws; (ii) all requirements of all policies of insurance that may be applicable to the Site, the Improvements, and Edgemoor’s personal property; and (iii) all other applicable Project Requirements. Subject to the City’s obligations in Section 4.2 and Section 5.21 regarding Change Events, the cost to comply with this Section 4.3(b) shall be allocated to Edgemoor. Notwithstanding anything herein to the contrary, the Parties acknowledge that the provisions of this Section 4.3(b) are not intended to modify the allocation of responsibilities contained herein, and in no event shall this Section 4.3(b) be interpreted such that neither Party will be obligated to perform obligations that are expressly allocated to the other Party. Edgemoor shall, promptly upon request from time to time, provide the City with evidence of compliance with Edgemoor’s obligations under this Section 4.3(b).

(c) Regulatory Approvals and Permits. Edgemoor and the City each understand that the construction of the Improvements on the Site and development of the Project may require certain Regulatory Approvals. Accordingly, Attachment 4.3(c) sets forth which of Edgemoor or City shall be responsible for each such Regulatory Approval. The Regulatory Approvals required to be obtained by Edgemoor are referred to hereunder as the “**Edgemoor Assumed Regulatory Approvals**.” The Regulatory Approvals required to be obtained by the City are referred to hereunder as the “**City Assumed Regulatory Approvals**.” Throughout the process for obtaining any Regulatory Approval, Edgemoor and the City shall consult and coordinate with each other to obtain any required Regulatory Approvals and shall reasonably cooperate with each

other. However, Edgemoor shall not agree to the imposition of obligations, conditions or restrictions in connection with its efforts to obtain a Permit from any regulatory agency if the City is required to be a co-permittee under such Permit or the conditions or restrictions could create any obligations on the part of the City whether on or off of the Site, unless in each instance the City has previously approved such conditions in writing. The City shall provide Edgemoor with its approval or disapproval thereof in writing within five (5) Business Days after receipt of Edgemoor's written request. Subject to the conditions of this Section 4.3(c), the City shall join any application by Edgemoor for a required Regulatory Approval and in executing any such Permit issued in connection therewith where required. Edgemoor shall bear all costs associated with applying for and obtaining any necessary Edgemoor Assumed Regulatory Approvals described on Attachment 4.3(c). The cost of obtaining and complying with Regulatory Approvals shall be allocated between Edgemoor and City as set forth in this Agreement. Each of the City and Edgemoor shall have the right to appeal or contest any condition or Permit in any manner permitted by Law imposed upon any such Regulatory Approval required to be obtained by the City or Edgemoor, as applicable. The City or Edgemoor, as applicable, shall provide the other Party with prior notice of any such appeal or contest and keep the non-contesting Party informed of such proceedings. The Party responsible for obtaining a certain Regulatory Approval shall pay or discharge any fines, penalties or corrective actions imposed as a result of the failure of such Party to comply with the terms and conditions of any Regulatory Approval except to the extent such failure results from the acts or omissions of the other Party. Without limiting any other provisions of this Agreement, it shall be a Change Event if the City fails to (i) timely obtain any City Assumed Regulatory Approval by the time or times established in the Master Project Schedule, (ii) timely maintain any City Assumed Regulatory Approval, or (iii) comply with the terms and conditions of any City Assumed Regulatory Approval. The City and Edgemoor each agree to use diligent efforts to obtain any Regulatory Approval required to be obtained by such Party.

4.4 Indemnity

(a) Edgemoor's Indemnity. To the greatest extent permitted by applicable Law, Edgemoor hereby Indemnifies the City, and its Indemnified Parties from and against any third-party claims or third-party Losses due to bodily injury or property damage (each, a "City Claim") to the extent caused by the acts or omissions of any Edgemoor Responsible Party in breach of this Agreement, negligence, fraud or willful misconduct; provided, however, that Edgemoor shall have no obligation to Indemnify any Indemnified Party to the extent a City Claim arose from that Indemnified Party's (i) failure to comply with its obligation under this Agreement, (ii) gross negligence or fraud, or (iii) willful act or omission of such Indemnified Party.

(b) City's Indemnity. To the greatest extent permitted by applicable Law, the City hereby Indemnifies Edgemoor, and its Indemnified Parties from and against any third-party Claims or third-party Losses (each, an "Edgemoor Claim") to the extent caused by the the acts or omissions of any City Responsible Party in breach of this Agreement, negligence, fraud or willful misconduct; provided, however, that the City shall have no obligation to Indemnify any Indemnified Party to the extent an Edgemoor Claim arose from that Indemnified Party's (i) failure to comply with its obligation under this Agreement, (ii) gross negligence or fraud, or (iii) willful act or omission of such Indemnified Party.

(c) General Provisions Regarding Responsibility for Certain Losses.

(i) Costs. The foregoing allocation of responsibility for certain Losses shall include, without limitation, reasonable fees and costs of attorneys, consultants and experts, laboratory costs, and related costs, as well as the Indemnified Party's costs of investigating any Loss.

(ii) Immediate Obligation to Defend. A Party that is responsible to another Party pursuant to this Section 4.4 (each, a "**Responsible Party**") shall also pay for the Indemnified Party's defense even if such claims may be alleged to be groundless, fraudulent or false. The Indemnified Party against whom any claim is made which may be within the scope of the indemnity provisions of this Agreement shall provide notice to the Responsible Party of such claim within a reasonable time after learning of such claim, and thereafter shall cooperate with the Responsible Party in the defense of such claim; provided that any failure to provide such notice shall not affect Responsible Party's obligations under any such indemnity provisions except to the extent Responsible Party is prejudiced by such failure.

(iii) Not Limited by Insurance. Insurance may be used to satisfy a Party's obligation under this Section 4.4, but the insurance requirements and other provisions of this Agreement shall not limit a Responsible Party's obligations under this Agreement.

(iv) Survival. Notwithstanding any other provision in this Agreement to the contrary, the obligations of any Party set forth in this Section 4.4 shall survive the expiration of the Term and any early termination of this Agreement.

(v) Additional Obligations. The rights and obligations under this Section 4.4 are in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which the Responsible Party shall have to the other Parties under this Agreement or applicable Laws.

(vi) Defense. The Responsible Party shall, at its option but subject to the reasonable consent and approval of the Indemnified Party, be entitled to control the defense, compromise, or settlement of any matter indemnified by it through counsel of the Responsible Party's own choice; provided, however, in all cases the Indemnified Party shall be entitled to participate in such defense, compromise, or settlement at its own expense. If the Responsible Party shall fail, however, within a reasonable time following notice from the Indemnified Party describing in reasonable detail the nature of the Responsible Party's failure to take reasonable and appropriate action to defend such suit or claim, the Indemnified Party shall have the right promptly to hire outside counsel to carry out such defense, the expense of which shall be due and payable to the Indemnified Party within thirty (30) days after receipt by the Responsible Party of each invoice therefor.

ARTICLE 5 CONSTRUCTION OF THE PROJECT.

5.1 Ownership of Improvements

Without regard to which Person constructs or causes the construction of any Improvement(s), the City shall own all Improvements as they are contracted for (in the case of materials only) and otherwise, as constructed, installed, erected, or placed on the Site.

5.2 Edgemoor's Construction Obligations

(a) Scope of Edgemoor's Work; Master Project Schedule. In addition to any Work performed under a Notice to Proceed, if Financial Close occurs and the GMP Change Order is executed by both Parties, Edgemoor shall construct or cause to be constructed the Work described in the GMP Change Order, subject to the terms and conditions of this Agreement, in the manner set forth in this Article 5 prior to the applicable Target Completion Dates (as the same may be extended as provided in this Agreement) and in accordance with the Project Requirements. In the event the City's consent is required for an extension of the applicable Target Completion Date, and the applicable Target Completion Date is so extended, then the City shall not be deemed to be waiving any other rights under this Agreement or implying the extension of any other dates.

(b) Costs of the Project. Edgemoor shall, subject to the City's payment obligations under this Agreement, bear all of the cost of developing the Site and Construction of all Improvements, including, any and all cost overruns, in accordance with the Project Requirements. Without limiting the foregoing, but subject to the terms of this Agreement, if the GMP Change Order is executed, Edgemoor shall be responsible for performing all off and on-site Site preparation work necessary for Construction of the Improvements.

(c) Design and Construction in Accordance with Project Requirements. Edgemoor shall perform the Work in accordance with (i) Title 24 and those applicable to Essential Service Facilities (*Building Codes and Regulations*) of the Garden Grove Municipal Code, (ii) the General Conditions attached hereto as Attachment 5.2(c), it being understood that Edgemoor is designing to a category 4 and any deviations from such performance criteria must be approved in writing by the City; (iii) any applicable Standard of Care and in compliance with all Laws, including, Hazardous Materials Laws and Disabled Access Laws, (iv) as further provided in Section 4.3, all Regulatory Approvals; and (v) the Approved Design Documents, and upon approval, the Final Construction Documents. All such requirements, together with the approved Final Construction Documents are referred to collectively as the "Project Requirements."

(d) Construction Coordination Meeting. Edgemoor shall work with the City to schedule and hold a design and construction coordination meetings each week, either as part of an existing meeting or as a standalone meeting to coordinate Edgemoor's performance of the Work with the City's operations at or around the Site.

5.3 City's Right to Approve

The City Manager or her designee may review and approve all design and construction documents at the intervals established herein and in the Schedule of Submittals (to be submitted to the City by Edgemoor with the GMP Change Order) and further retains the right to inspect the Construction Work. The City will respond to all submittals requiring their approval within the time period set out herein and in the Schedule of Submittals.

5.4 Utilities

The detailed division of responsibility between the Parties for the provision and construction of all off-Site utilities and improvements required for the installation of on-Site utilities is provided in Attachment 5.4, which is in initial draft form and is to be finalized as part of the GMP Change Order process, with the understanding that Edgemoor shall be responsible for coordinating all utility work required on-Site and off-Site for the Project, except that off-Site utility work will be performed at the City's cost (to the extent such costs are not otherwise covered by a utility). The City agrees that Edgemoor shall be permitted to use, existing City electricity, water and other utilities at the Site in connection with its performance under this Agreement. If and to the extent there is a cost associated with such use, such cost will be included in the Guaranteed Maximum Price. Subject to the provisions in this Section 5.4, the City retains responsibility and cost for unknown utilities which constitute a Differing Site Condition and for failures by utilities to coordinate with Edgemoor or timely perform any utility obligation contemplated by the Master Project Schedule or Edgemoor's utility coordination plan (in each case, after Edgemoor exhausting commercially reasonable efforts to coordinate with such utilities), as may be updated from time to time, for the Project. Edgemoor shall cooperate with the City and provide all reasonable assistance to the City with respect to the coordination with utilities.

5.5 The Construction Documents for the Project

(a) Subject to the provisions of this paragraph, those certain Design Development Documents in Attachment 5.5(a) have been accepted by Edgemoor and the City as of the Effective Date (the "**Effective Date Design**") and the City shall approve the required and remaining Design Development Documents following the Effective Date as part of the GMP Change Order process ("**Approved Design Documents**"). Edgemoor and the City acknowledge and agree that the Approved Design Documents supersede, with respect to the applicable Improvements related thereto, all prior and/or different design documents related thereto (including the Effective Date Design), the RFQ, and any formal and/or informal responses thereto, and all other documents related to the applicable Improvements related to such Approved Design Documents.

(b) The City will review, comment and where applicable, approve Construction Documents in accordance with this Agreement and the Schedule of Submittals. Upon the City's approval of each iteration of the Design Development Documents (including any Approved Design Documents) and any other iterative submissions of the Construction Documents, such interim approvals shall supersede and replace in their entirety, all other prior interim design approvals, in each case, until the Final Construction Documents are approved in accordance with Section 5.9 below. Once the Final Construction Documents are approved, in the event of a conflict between the Final Construction Documents and any such other documents, the Final Construction Documents shall control. Any modification by the City to a prior approved Design Development Document or Construction Document (other than those expressly required to comply with applicable Law requirements), will entitle Edgemoor to claim a Change Event if such modification causes a Material Adverse Effect on Edgemoor's Work or the Master Project Schedule.

5.6 Compliance with the Final Construction Documents

Edgemoor shall construct all Improvements in compliance with the Project Requirements and the Final Construction Documents. The City's review of Final Construction Documents shall include a determination of consistency with the Design Development Documents (including any Approved Design Documents).

5.7 Preparation of Final Construction Documents/Approval of Licensed Professional

(a) Preparation by Licensed Professional. The Final Construction Documents shall be prepared by, signed and sealed by the appropriate licensed professional, who shall be duly licensed to practice architecture or engineering in and by the State of California. The appropriate licensed professional for each of the PSF and Civic Center Park shall coordinate to the extent required by applicable Law, the work of any other associated design professionals, including engineers and landscape architects.

(b) Certifications by Licensed Engineers. State licensed engineers shall review, certify and seal all final plans as required by Law.

5.8 Submission of Construction Documents

Edgemoor shall prepare and submit the various Construction Documents to the City and the OCFA for review and approval at the time or times established in the Master Project Schedule.

5.9 Scope of the City's Review of the Final Construction Documents

(a) Scope of Review. Following the City's iterative review of the Design Development Documents and Construction Documents in accordance with the Master Project Schedule, the City's final review and approval of the Final Construction Documents under this Agreement shall be in writing and shall be deemed its agreement and approval that such Final Construction Documents reflect the full, complete, and final understanding and agreement of the Parties with respect to the Project and the scope of Edgemoor's Work, and shall supersede, modify and replace in their entirety all Design Development Documents (including any Approved Design Documents) and other Construction Documents, the RFQ, and any formal and/or informal responses thereto, and all other documents related to the Improvements.

(b) Effect of Review. The City's review and approval or disapproval of the Final Construction Documents will be final and conclusive. If the City subsequently disapproves of or requires changes in, or in a manner that is inconsistent with, the Approved Design Documents, such modification shall be a Change Event and a Change Order shall be granted to Edgemoor to the extent it causes a Material Adverse Effect on Edgemoor's Work as determined under Section 5.21.

(c) Limitation. Notwithstanding the foregoing, the Parties agree that the City's approval of any Construction Documents, including the Final Construction Documents, shall not be deemed a representation or warranty by the City that such Construction Documents are free of any defects, errors or omissions with respect to the design of the Improvements. Nor shall the City's approval of any Construction Documents, including the Final Construction Documents, relieve Edgemoor of its obligations hereunder for designing and constructing the Project in accordance with all applicable Laws (including the the California Building Standards Code (Cal.

Code Regs., Title 24) and/or the applicable professional Standard of Care.

5.10 Scope of Edgemoor Submission of the Final Construction Documents

The Final Construction Documents shall include all drawings, specifications and documents necessary for the Improvements to be constructed and completed in accordance with this Agreement.

5.11 Changes in Final Construction Documents

(a) Approval of Changes in Required Elements. Changes may not be made in any Final Construction Documents as to substantial or material structural, mechanical, electrical, plumbing, security or building control elements, in each case which are necessary to the functioning of the Improvements (each a “**Required Element**”) without the City’s express written approval, in its reasonable discretion; provided, however, that if certain materials approved by the City are not timely available for construction, or are only available at a cost materially in excess of the amounts budgeted therefor, Edgemoor may substitute materials which are the architectural equivalent and of similar quality, all as determined by the City in the exercise of its reasonable discretion, provided that such changes are in compliance with all other Project Requirements.

(b) Response. All requests to change any Required Element shall be made in writing by Edgemoor to the City. The City shall approve or disapprove Edgemoor’s request as promptly as reasonably possible, but in no event later than five (5) Business Days after receipt of Edgemoor’s request. Disapproval of such request shall be accompanied by specific reasons for such disapproval.

5.12 Conflict Between the City’s Approval and Other Governmental Requirements

(a) Approval by the City. The City shall not withhold its approval, where otherwise required under this Agreement, of elements of the Final Construction Documents required by any other governmental body with jurisdiction if the City receives written notice of the required change, which is mandated by Law, and the City is afforded (where applicable) ten (10) days to discuss such element or change with the applicable governmental body having jurisdiction and with the appropriate licensed professional (if applicable).

(b) Commercially Reasonable Efforts to Attempt to Resolve Disputes. Edgemoor and the City recognize that conflict may arise at or after the time of the preparation of the Final Construction Documents and may arise in connection with the issuance of Permits. Accordingly, time is of the essence when such a conflict arises. Both the City and Edgemoor agree to use commercially reasonable efforts to expeditiously reach a mutually satisfactory solution.

5.13 Construction Document Review Procedures

(a) Role of The City’s Staff. The City shall appoint one or more individuals in writing to whom any items requiring the City’s consent hereunder shall be submitted for approval (the “**Authorized Individuals**”). Only a signed authorization from any one of such Authorized Individuals shall be binding on the City. The City may, from time to time, replace and/or

supplement any such appointed Authorized Individuals by written notice to Edgemoor. The Authorized Individuals initially appointed to provide consent on behalf of the City under this Agreement will be notified in writing by the City to Edgemoor.

(b) Method of the City's Action/Prior Approvals. The City shall approve, disapprove or conditionally approve the submitted Final Construction Documents, in writing, within the time period set out in the Schedule of Submittals so long as such Final Construction Documents constitute, in the reasonable judgment of the City, a complete submittal of the applicable documents.

(c) Timing of the City's Disapproval/Conditional Approval and Edgemoor Resubmission. If the City disapproves any Construction Documents, in whole or in part, the City in its written disapproval shall state the reason or reasons for such disapproval and may recommend changes and other recommendations. If the City conditionally approves any Final Construction Documents in whole or in part, the conditions shall be stated in writing and a time shall be stated for satisfying the conditions. Edgemoor shall make any resubmittals as expeditiously as possible. Edgemoor may continue making resubmissions until the approval of the submissions, provided that either the City or Edgemoor may at any time submit any disagreements regarding the approval of any Construction Documents to expedited dispute resolution procedures contained in Section 10.13(d) below.

(d) Delayed Response. The City's failure to respond to Edgemoor's request for consents, reviews or approvals upon the expiration of the time periods set forth in this Agreement, the Master Project Schedule or Schedule of Submittals (as applicable) shall be deemed an approval by the City; provided Edgemoor has first delivered to the City written notice of such expiration date (the "**Approval Failure Notice**"), and the City has failed to respond within three (3) Business Days (the "**Approval Cure Period**") after the later to occur of (i) the City's receipt of such Approval Failure Notice, or (ii) the expiration of such applicable time period. Edgemoor shall be entitled to send an Approval Failure Notice prior to the expiration of the initial applicable review period, however if it does so, then the City shall not be deemed to have failed in its obligation to timely respond pursuant to this paragraph unless its response is sent after the later of (A) the expiration of the initial applicable review period, and (B) the expiration of the Approval Cure Period.

5.14 Progress Meetings/Consultations

During the preparation of the Construction Documents, the City staff and Edgemoor agree to hold periodic progress meetings, as appropriate considering Edgemoor's progress, to coordinate the preparation of, submission to, and review of the Final Construction Documents by the City. Edgemoor will also provide for over-the-shoulder design review process with the City. The City staff and Edgemoor (and its applicable consultants) agree to communicate and consult informally as frequently as is reasonably necessary to assure that the formal submittal of any Final Construction Documents to the City can receive prompt and speedy consideration.

5.15 Master Project Schedule

By signing this Agreement, Edgemoor represents to the City that the respective completion dates set forth in the Master Project Schedule, including without limitation the applicable Target Completion Dates, are reasonable for Edgemoor to perform all of the applicable obligations set forth therein, and that Edgemoor is able to complete such obligations within the durations identified in the Master Project Schedule, including without limitation the Substantial Completion of the PSF and the Civic Center Park by the applicable Target Completion Dates.

(a) Start of Construction; Completion Dates. If the Financial Close occurs and a GMP Change Order is executed, Edgemoor shall commence Construction of the Project within (30) days of the later of Financial Close and executing a GMP Change Order.

(b) Updates and Changes to Master Project Schedule. The original Master Project Schedule agreed by the Parties prior to the Effective Date and attached as Attachment 5.15 shall be finalized by Edgemoor upon completion of one hundred percent (100%) Design Development Documents (which shall be no later than Financial Close) and otherwise as and when required pursuant to the terms and conditions contained in this Agreement, and such updates shall be provided to the City for its review and approval. If the Parties are unable to agree upon finalization of the Master Project Schedule, Edgemoor and the City shall meet promptly and try to resolve the dispute, and if they are unable to agree, then either such Party may submit the dispute to expedited dispute resolution procedures contained in Section 10.13(d) below.

(c) Edgemoor's Performance. Edgemoor shall proceed expeditiously with adequate forces and shall perform all of its obligations hereunder by the applicable Maximum Completion Dates, in each case subject to any extension provided under this Agreement for a Change Event or under a Change Order. Edgemoor shall advise City whenever, in their judgment, Edgemoor believes that Substantial Completion will not occur on or before the Maximum Completion Date. If at any time the City determines in its reasonable discretion that Edgemoor's progress is such that Edgemoor is substantially certain not to achieve Substantial Completion of the PSF and/or the Civic Center Park by the applicable Maximum Completion Date, the City shall notify Edgemoor thereof, and Edgemoor shall, within ten (10) business days of the City's request, provide the City with a schedule demonstrating either (i) that Edgemoor shall achieve Substantial Completion on or before the applicable Maximum Completion Date without the need to accelerate or modify the Construction or (ii) measures Edgemoor intends to take so that such applicable Substantial Completion is achieved by the applicable Maximum Completion Date (the "**Proposed Recovery Schedule**"). The City shall have fifteen (15) days to approve or disapprove in writing such Proposed Recovery Schedule, and shall specify the reason for any objections and may present an alternative approach to any proposed actions. Edgemoor shall have three (3) Business Days after receiving the City's response to propose a revised Proposed Recovery Schedule addressing the City's objections, which may incorporate the City's proposed alternatives, if any. The City shall have three (3) Business Days after receiving the revised Proposed Recovery Schedule to approve or reject the same in writing. If the City rejects the revised Proposed Recovery Schedule, any outstanding issues shall be subject to Section 10.13 below. Once a Proposed Recovery Schedule is finalized pursuant to the terms of this paragraph, then Edgemoor shall promptly implement such schedule (the "**Recovery Schedule**") at Edgemoor's sole cost and expense, except to the extent that such delay is due to (i) the wrongful acts or omissions of City or GGPFA, or their respective Agents, (ii) a Change Event, or (iii) a delay entitling Edgemoor to an Extension, in which case it shall be a Change Event, and Edgemoor shall be entitled to seek a City Change Order

under the terms of Section 5.21, for the additional costs and expenses incurred by Edgemoor in order to implement the Recovery Schedule. The City's failure to provide such notice in accordance with this Section 5.15 shall not be considered a waiver of Edgemoor's obligation to timely complete the Project, or any part thereof.

5.16 Submittals after Completion/As-Built Documents

Edgemoor shall furnish to the City copies of as-built plans and specifications with respect to any particular Improvements within one hundred twenty (120) days after Substantial Completion of the PSF and the Civic Center Park (as applicable). As used in this Section 5.16, "as-built plans and specifications" means as-built field plans prepared during the course of Construction.

5.17 Insurance Requirements Before the Notice to Proceed. In connection with the issuance of the Notice to Proceed, and prior to Edgemoor being granted access to the Site, Edgemoor shall procure and maintain, or caused to be procured and maintained, insurance coverage as required by Attachment 5.17 (Part 1).

(a) After the Financial Close. From and after the Financial Close and execution of a GMP Change Order and during the Term of this Agreement, the requirement to maintain, or caused to be procured and maintained, insurance under this Agreement will be as set forth in Attachment 5.17 (Part 2).

5.18 Permit Approval Process

As further provided in Section 4.3(c), the City or Edgemoor (as applicable) have the responsibility for obtaining all necessary Permits for the Improvements as set forth on Attachment 4.3(c), and the City or Edgemoor (as applicable) shall make application for such relevant Permits directly to the applicable regulatory agency. Upon any such submission, the City or Edgemoor (as applicable) shall prosecute the application diligently to issuance.

5.19 Reports

During periods of Construction, Edgemoor shall submit monthly written progress reports to the City, in form and detail as may be reasonably agreed between the Parties.

5.20 Rights of Access and Use

(a) Subject to this Section 5.20, the City and its respective Agents will have a right of access to the Site, including any Work Area therein for City Permitted Site Uses and for the inspection of Edgemoor's Work, upon reasonable prior notice to Edgemoor during regular business hours; provided, however, the City shall not interfere with Edgemoor's Construction activities during such site visits and shall coordinate with Edgemoor when accessing the Site or when the City may be adversely impacting the Work or access to the Site (whether on or off the Site). Edgemoor shall have the right to accompany the City on any such Site visit and to require all visitors to comply with all safety requirements. The City will provide Edgemoor promptly upon Edgemoor's written request with a copy of any final and complete written reports prepared by the City or its respective Agents with respect to the Site under any such inspection, subject to withholding documents otherwise privileged or confidential, and without any representation or

warranty by City as to the truth or accuracy of the contents of such reports.

(b) When accessing Edgemoor's Work Area, the City and its contractors, agents or suppliers must timely coordinate with Edgemoor to reasonably and appropriately enable Edgemoor to timely perform its obligations under this Agreement and must not interrupt, damage or interfere with Edgemoor's Work.

(c) Notwithstanding anything herein to the contrary, the Parties acknowledge that during Construction and prior to Substantial Completion of the Project, the City shall continue outside of the Work Areas to operate and Edgemoor shall work with the City to minimize disruption to the operation of the existing police headquarters building, City Hall, the fire station, parking lots and portions of the park outside the Site. Until Substantial Completion of the PSF, Edgemoor shall be responsible for the security and fencing of its Work Areas, including without limitation, damage or destruction caused by theft, vandalism, and acts of nature. Outside of the Work Area, Edgemoor must timely coordinate with the City to minimize disruptions to the City's operations of the foregoing facilities and will comply with the coordination protocols agreed between the Parties when seeking to access areas outside the Site which might interfere or interact with City operations.

(d) Each Party will timely address any and all concerns raised by the other Party regarding access to the Site or adjacent areas necessary for Edgemoor to perform the Work or the City to operate the facilities described in (c) above, in each case subject to any coordination or site access plans agreed between the Parties.

5.21 Change Events and Change Orders

(a) Change Events and City Change Orders.

(i) If there is a Material Adverse Effect on the scope of Edgemoor's Work, the cost of performing Edgemoor's Work, or the Master Project Schedule as a result of a Change Event (defined below), then Edgemoor will be entitled to a modification to the Master Project Schedule, the Guaranteed Maximum Price, and/or performance relief (as applicable) in accordance with this Section 5.21 through the issuance of a change order for Edgemoor's Work (each a "**City Change Order**"). Any City Change Order will only be issued for a Change Event to the extent any such Change Event was not directly caused by Edgemoor's breach, negligence, willful misconduct or fraud and Edgemoor otherwise satisfies the requirements under this Section 5.21 for a City Change Order. Notwithstanding the foregoing, where damage or destruction to the Project is caused by the breach, or negligence of Edgemoor or its subcontractor, and such damage or destruction is an insurable event, then Edgemoor will be entitled to solely time relief necessary to restore the Project to its prior condition, but in no event would Edgemoor be entitled to any increase to the Guaranteed Maximum Price.

(ii) In seeking any relief under this Section 5.21, Edgemoor has an obligation to exercise reasonable efforts to mitigate the adverse effects of a Change Event and

reduce any delay or damages to the City or the Project, in each case, in accordance with standard industry practice.

(iii) A “**Change Event**” includes any of the following which occur or are discovered after the Effective Date: (1) a Extra Work Request issued by an authorized representative of the City; (2) the City’s, or their respective agent’s, contractors, employees’ or invitees’ acts or omissions or failure to comply with this Agreement; (3) changes in Laws (including increases in taxes applicable to materials); (4) discovery of a Hazardous Material other than Edgemoor Assumed Hazardous Materials Obligations; (5) discovery of a Differing Site Condition; (6) an interruption in Edgemoor’s ability to use electricity, water and other utilities at the Site pursuant to Section 5.4; (7) any adverse impact on the Project caused by a third party not controlled by Edgemoor, including utilities or governmental agencies not cooperating or timely performing; (8) the issuance of any preliminary or permanent injunction or temporary restraining order or other order, legal restraint, action or proceeding, including any administrative action, appeal, or prohibition, in each case, by a court, tribunal or other judicial or adjudicative body or by any governmental entity; (9) a Force Majeure Event occurs, (10) if the Construction Documents require additional CEQA compliance efforts not otherwise anticipated in the Effective Date Design or Approved Design Documents; (11) a Material Damage Event; or (12) insurance premiums increase materially in a given year; provided, that such increase described in this subsection (iii) is not a result of the wrongful acts or failure to act by Edgemoor or any of its contractors, subcontractors, or agents whether with respect to the Project or otherwise;

(iv) Except with respect to Extra Work Requests, within fifteen (15) Business Days of Edgemoor becoming aware of any such Change Event, Edgemoor shall provide notice of such Change Event to the City, and shall thereafter, submit to the City a Change Event proposal including, as applicable (1) describing any performance relief Edgemoor was seeking, (2) a cost proposal (including all resulting direct and indirect costs of Edgemoor and the Design Builder (including Design Builder mark-up of 5% and general conditions costs, as applicable) and an Edgemoor management and administrative markup of 5% which includes personnel and overhead costs of Edgemoor, (“**Edgemoor’s Change Fees**”)), (3) an estimate of any impact such Change Event may have on the Master Project Schedule (including the applicable Target Completion Dates) and (4) when available, all related plans, drawings, specifications and a narrative, each subject to the requirements in Section 5.21(a)(i) (“**Change Request Supporting Materials**”).

(v) Within five (5) Business Days after receiving the Change Request Supporting Materials required in Section 5.21(a)(iv), the City shall, by written notice to Edgemoor, confirm whether a Change Event has occurred which entitles Edgemoor to a City Change Order and whether adequate Change Request Supporting Materials have been provided to approve such City Change Order request. In the event the City does not confirm all or a portion of a Change Event has occurred or that additional Change Request Supporting Materials are needed, the City shall state its specific reasons and the steps that can be taken to render such elements confirmed. Within ten (10) Business Days after receiving such written notice from the City, Edgemoor shall address the City’s comments and such process shall continue until a City Change Order is ultimately approved by the City, Edgemoor withdraws its request for a City Change Order or such request is otherwise resolved by the expedited dispute resolution procedures pursuant to Section 10.13(d). In the event the request for a City Change Order is ultimately confirmed by City,

Edgemoor shall prepare a written City Change Order for execution by the City and Edgemoor, and the Master Project Schedule, the applicable Target Completion Dates and the Guaranteed Maximum Price shall be updated as agreed upon, and, if applicable, Edgemoor will be relieved of any performance stated in the Change Order and the Parties shall promptly proceed with performance in accordance with a City Change Order. At any time during the review of Change Request Supporting Materials the Parties may meet to discuss the Change Event.

(vi) The City at anytime may issue Edgemoor a written directive prepared and signed by the City's Authorized Individual, directing Edgemoor to perform extra work beyond the scope of Edgemoor's Work as defined by this Agreement ("**Extra Work Request**"). Edgemoor is under no obligation to perform any extra work pursuant to any Extra Work Request or City Change Order unless and until either (i) the Parties have agreed in writing on the terms of a City Change Order memorializing the Extra Work Request or (ii) if in negotiating such terms of a City Change Order, the Parties have not yet agreed on a final cost, but are within 10% of each other's proposed costs, in which case the City will pay Edgemoor for its actual costs incurred as Edgemoor performs the Extra Work, until the Parties reach agreement on the final cost, in each case, subject to proof of applicable funding or appropriations. If the Parties do not reach an agreement on the final costs, including through the expedited dispute resolution procedures in Section 10.13(d), then Edgemoor will be under no obligation to continue with the Extra Work.

(vii) Within ten (10) Business Days after the issuance of an Extra Work Request, Edgemoor shall provide the City with a proposal to prepare a schematic design and an early cost estimate before proceeding further with the evaluation of City's Extra Work Request.

(A) If the City decides to proceed further with the Extra Work Request, Edgemoor shall promptly provide the City with a complete proposal with Change Request Supporting Materials to implement the Extra Work Request, and the process in Section 5.21(a)(v) shall be followed.

(B) If the City elects not to proceed after Edgemoor prepares a schematic design and early cost estimate under Section 5.21(a)(vii) or with a City Change Order after the complete proposal has been prepared and submitted under Section 5.21(a)(vii)(A), the City shall issue a City Change Order to compensate Edgemoor for all reasonable design costs, estimating costs, engineering costs, and administrative costs and expenses necessarily paid to third-parties by Edgemoor as the result of the City's Extra Work Request.

(viii) In the event that the City has unconditionally approved a City Change Order, but the City is delinquent in approving any undisputed payment under said City Change Order, Section 2.9 shall apply.

(ix) In the event the Parties are unable to resolve any issues relating to a Change Event or an outstanding City Change Order, then the matter shall be subject to expedited dispute resolution procedures (Section 10.13(d)).

(x) Edgemoor will, on a back-to-back basis, share with the Design Builder, who will, in turn, share with the other subcontractors, certain benefits to Edgemoor

derived from the rights, entitlements, and relief afforded to Edgemoor under, and subject to the obligations and limitations under, this Agreement, including rights of Edgemoor under this Section 5.21 (such rights, entitlements and relief, as qualified by such obligations and limitations, are collectively “**Edgemoor Project Relief**”). The City acknowledges and agrees that any circumstance or event impacting the Design Builder or any other subcontractor, which if such same event or circumstance impacted Edgemoor, may serve as the basis for Edgemoor Project Relief, and in each case, Edgemoor may claim relief, damages, costs or expenses on behalf of the Design Builder or any other subcontractor at any tier under and subject to the terms of this Agreement and such third-parties; however, third parties will have no right or entitlement to bring any claim under this Agreement, and the City shall have no liability directly to such third-parties.

(b) Edgemoor Change Request. Edgemoor may request in writing to the City (i) changes in the Work consisting of additions, deletions, or other revisions, (ii) changes and revisions to the Master Project Schedule or (iii) changes in the cost to perform the Work, where applicable (each a “**Edgemoor Change Order**”). Along with its request, Edgemoor shall provide to City all Change Request Supporting Materials relevant to Edgemoor Change Order (each a “**Edgemoor Change Request**”).

(c) The City will, by written notice to Edgemoor, confirm whether a Edgemoor Change Request is unconditionally approved or disapproved (i) for Edgemoor Change Requests which are less than ten percent (10%) (cumulative) of the Guaranteed Maximum Price, within fifteen (15) business days after receiving such Edgemoor Change Request or (ii) for Edgemoor Change Requests which are greater than ten percent (10%) (cumulative) of the Guaranteed Maximum Price, upon approval or disapproval by the City Council. The City agrees to not unreasonably withhold approval provided that the need for the Edgemoor Change is not the result, in whole or in part, of Edgemoor’s acts or omissions or where there is no impact to the Master Project Schedule, the Guaranteed Maximum Price or the quality of the Project.

(i) In the event the City disapproves any such items, the City shall state the specific reasons for such disapproval and the steps, if any, that can be taken to render such items acceptable. Within ten (10) Business Days after receiving written notice of such disapproval, Edgemoor shall revise such items and submit them to the City for review. Such process shall continue until such Edgemoor Change Request is ultimately approved by the City or withdrawn by Edgemoor. In the event Edgemoor Change Request is ultimately accepted by City, Edgemoor shall prepare a Edgemoor Change Order for execution by the City and Edgemoor, the Master Project Schedule shall be updated as agreed upon, and Edgemoor shall promptly revise the Construction Documents and proceed with performance of a Edgemoor Change Order.

5.22 Warranties

(a) Edgemoor hereby warrants to the City that all materials and equipment furnished by Edgemoor as part of the Improvements shall be (i) new, (ii) of good and workmanlike quality, and (iii) in accordance with the Final Construction Documents and all other Project Requirements. Edgemoor has an obligation to correct defective Edgemoor’s Work for one year following (A) Substantial Completion of the PSF and (B) Substantial Completion of the Civic Center Park and (C) solely with respect to the Punch List Items, Final Completion of the PSF and the Civic Center Park, as applicable (the “**Defect’s Warranty Period**”). The Defect’s Warranty

Period will be extended for a single additional one (1) year defect rectification period solely for Edgemoor's Work that has been rectified or replaced during the initial Defect's Warranty Period. The City must provide Edgemoor with at least thirty (30) days (or such longer period reasonably required to correct a particular defect) to correct a defect covered by the Required Warranties before the City remedies such defect with third-parties. Where Edgemoor has not fulfilled its Defect's Warranty Period obligations by the time required in this Agreement, following 30 days' written notice from the City of such failure, and if Edgemoor is not working in good faith to reasonably and promptly remedy the issue, the City may enforce the Defect's Warranty Period obligations directly against the Design Builder (which is permitted under the terms of the Design/Build Agreement).

(b) Additionally, with respect to the Improvements, Edgemoor will obtain the manufacturer warranties described on Attachment 5.23 (collectively the "**Manufacturer Warranties**") naming and for the benefit of Edgemoor and the City. If there is a defect that is covered by the Manufacturer Warranties before Substantial Completion of either the PSF or the Civic Center Park, as applicable, the City shall first provide written notice of such defect to Edgemoor and Edgemoor must correct such defective work as a condition precedent to Substantial Completion of the relevant Improvement. On or after Substantial Completion of the PSF or the Civic Center Park (as applicable), Edgemoor shall ensure that all Manufacturer Warranties available to Edgemoor have been assigned to the City or its designee, and the City or its designee shall enforce all such Manufacturer Warranties solely and directly with the manufacturers or through any of the City's service provider designees, and the City will not seek to enforce such Manufacturer Warranties directly with Edgemoor unless Edgemoor and/or the Design Builder is a necessary party to any such action.

5.23 Prevailing Wage

Edgemoor will cause the Design Builder to enter into a Project Labor Agreement ("**PLA**"), including a no-strike clause for the Project and a requirement that reasonable efforts are used to hire workers who reside in the City substantially in the form attached hereto as Attachment 5.23. Prevailing wages in accordance with the PLA and California Law, must be paid for all Construction Work associated with the Project.

5.24 Non-Discrimination

In connection with the performance of its obligations under this Project Agreement, Edgemoor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such agreement shall include, but not be limited to 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. Edgemoor further agrees to insert this provision in its contract with any contractor or subcontractor relating to this Project.

5.25 Change in Project Standards

Edgemoor will be required to notify the City of any change in project standards it becomes aware of. If the City instructs Edgemoor to comply with the change, Edgemoor will be entitled to a

Change Event, if such change in project standards causes Edgemoor to suffer more than a de minimis delay and/or additional costs.

5.26 Subcontractor List

The subcontractors and suppliers identified in Attachment 5.26 were listed in Edgemoor's proposal submitted to the City under the ENA process as a condition precedent to the City awarding and entering into this Agreement and one or more of which are expected be included in those utilized to design and/or construct the Project.

5.27 Furniture, Fixtures and Equipment

(a) **FF&E Generally.** Edgemoor shall furnish and install all "**Furniture, Fixtures and Equipment**" required for the Project, excluding City Furnished Equipment (defined below). Furniture, Fixtures and Equipment comprises the items set forth in Attachment 5.27, as amended by the GMP Change Order (if applicable), excluding the City Furnished Equipment.

(b) **Selection of Furniture, Fixtures and Equipment.** The City shall identify and select, in its discretion and in consultation with Edgemoor, all Furniture, Fixtures and Equipment the City requires for the Project. Edgemoor shall procure the Furniture, Fixtures and Equipment identified and selected by the City, and the City shall determine the locations at which the Furniture, Fixtures and Equipment is to be installed. The Parties shall agree on a schedule for the selection, procurement, delivery, and installation of the Furniture, Fixtures and Equipment that is consistent with and will not cause a material delay in the Master Project Schedule.

(c) **Payment for Furniture, Fixtures and Equipment.** Edgemoor shall arrange for the acquisition, delivery and installation of the Furniture, Fixtures and Equipment in a timely and proper manner, up to a maximum aggregate amount to be established in the GMP Change Order (the "**FF&E Allowance**"). Edgemoor shall insure the Furniture, Fixtures and Equipment at all times prior to Substantial Completion of the PSF. The City shall pay Edgemoor directly an amount equal to all such costs and sales taxes plus a markup of 5% to Edgemoor (covering Edgemoor's overhead and profit) for the Furniture, Fixtures and Equipment, up to the FF&E Allowance. If a consultant is engaged to assist in the identification and selection of Furniture, Fixtures and Equipment, that cost is payable under the FF&E Allowance. In the event the City directs Edgemoor to acquire, furnish and install Furniture, Fixtures and Equipment exceeding the FF&E Allowance in aggregate cost, Edgemoor shall not be obligated to furnish and install that Furniture, Fixtures and Equipment except following agreement with the City as to the terms of funding and payment for such Furniture, Fixtures and Equipment.

(d) **City Furnished Equipment.** The City shall furnish, pay for and insure all "**City Furnished Equipment**" as set forth in Attachment 5.27, as amended by the GMP Change Order (if applicable). The City shall advise Edgemoor, in connection with the establishment and periodic revision of the Project Schedule, as to the nature and quantity of the City Furnished Equipment the City plans to supply and the expected dates of delivery and installation. The City shall be responsible for the delivery and installation of any City Furnished Equipment and shall not unreasonably interfere with the Work in connection therewith. Edgemoor shall provide

reasonable assistance to the City in all coordination, scheduling, delivery and installation activities related to City Furnished Equipment. The City shall be responsible, at all times, for the warranty, maintenance, repair and replacement of City Furnished Equipment.

(e) **Specialties.** Edgemoor shall furnish all “EGGCP Furnished Specialties” required for the project as initially set forth and defined in Attachment 5.27 and revised by the GMP Change Order (“**Specialties**”). The Specialties outlined in Attachment 5.27 are part of the Work as defined by the Agreement but will not be included in the FF&E Allowance.

ARTICLE 6

DETERMINATION OF SUBSTANTIAL & FINAL COMPLETION.

6.1 Notice

Edgemoor shall give the City at least thirty (30) days’ prior written notice of the date upon which it expects to achieve Substantial Completion or Final Completion (as applicable) of the PSF or the Civic Center Park (as applicable).

6.2 Definition of Substantially Completed

For purposes of this Agreement, the terms “**Substantially Completed**” or “**Substantial Completion**” means the City’s confirmation that Substantial Completion has occurred for either the PSF or the Civic Center Park by issuing a certificate of substantial completion in the form of Attachment 6.2 (the “**Certificate of Substantial Completion**”) which shall occur immediately once the following have occurred: (i) receipt by City of an AIA Notice of Substantial Completion from Edgemoor’s appropriately licensed professional for such applicable Improvements (the “**Licensed Professional’s Certificate**”) certifying substantial completion of the applicable Improvements in accordance with the Project Requirements, (ii) agreement on the Punch List Items under Section 6.3, and (iii) issuance of a Certificate of Occupancy or a temporary Certificate of Occupancy from the agency having jurisdiction for either the PSF or Civic Center Park, as applicable (together, a “**Certificate of Occupancy**”). The date of Substantial Completion will be the date Edgemoor has satisfied the conditions set forth in this Section 6.2(i) through (iii).

6.3 Punch List Items

(a) At such time that the PSF or the Civic Center Park (as applicable) are determined to be Substantially Completed, the City, Edgemoor, and the Design Builder will conduct a walk-through of the Improvements to review consistency with the Project Requirements and the Final Construction Documents and prepare a list of all Punch List Items (the “**Punch List Items**”) at that time and an estimated cost and time for rectifying such Punch List Items. The Punch List Items shall include delivery of as-builts, equipment maintenance manuals for all installed equipment, completion of training for City maintenance staff, a statement of repairs, corrections and adjustments to the Improvements, and incomplete, if any, aspects of the Improvements, which do not have a significant impact to the ability to issue the Certificate of Occupancy or temporary Certificate of Occupancy and utilize the PSF or Civic Center Park.

(b) The Punch List Items and their estimated value shall be agreed upon by both

Parties acting reasonably. If there is no such agreement by the Parties within ten (10) days of creating the Punch List Items, either Party may refer this matter to expedited dispute resolution pursuant to Section 10.13(d).

(c) Once Substantial Completion has occurred any held retainage shall be released and held in accordance with Section 2.7(b) to secure that all applicable Punch List Items will be diligently pursued to completion within one hundred and twenty (120) days of Substantial Completion of the PSF or the Civic Center Park, as applicable.

(d) Completion of all Punch List for the PSF or the Civic Center Park will constitute "Final Completion" for such components of the Project. If the Certificate of Occupancy issued pursuant to Section 6.2 above is only a temporary Certificate of Occupancy, the term Punch List Items shall also include any work needed for the issuance of a final Certificate of Occupancy. Punch List Items shall be determined separately and independently for each of the PSF and the Civic Center Park.

6.4 Specific Approvals Controlling

With respect to the determination of whether or not the PSF or the Civic Center Park are Substantially Completed or have achieved Final Completion (as applicable) for purposes of this Agreement, the applicable Final Construction Documents for such Improvements will govern.

6.5 Termination of Agreement

With respect to the PSF or the Civic Center Park, issuance of the Certificate of Final Completion in the form attached as Attachment 6.5 for such Improvements shall constitute conclusive evidence of the termination of this Agreement with respect to such Improvements (except that Edgemoor must satisfy any obligations that expressly survive termination of this Agreement, including the items listed in Section 1.7). At the request of Edgemoor, following the issuance of such items, the City shall each execute such other documents, in form reasonably satisfactory to the Parties, as may be required to confirm the termination of this Agreement with respect to such Improvements, and following the issuance of all such items with respect to all Improvements comprising a portion of the Project, to execute such other documents, in form reasonably satisfactory to the Parties, as may be required by any Party to confirm the termination of this Agreement in its entirety.

6.6 Delay Credits

The imposition of to Delay Credits pursuant to Section 9.3, below, shall cease to accrue on the date of Substantial Completion for each of the PSF or the Civic Center Park, as applicable.

ARTICLE 7 ENCUMBRANCES AND LIENS.

7.1 No Mortgage

(a) No Mortgage of Fee. Edgemoor may not engage in any financing or other transaction creating any mortgage, lien or other encumbrance on any City or GGPFA asset, or on the Improvements. No interest of the City or GGPFA in the Site shall be subordinated under any

circumstance whatsoever to any mortgage lien or other encumbrance not approved by the City.

(b) Contests. The City shall be permitted to contest the validity or amount of any tax, assessment, encumbrance or lien and to pursue any remedies associated with such contest; and Edgemoor shall reasonably cooperate, at no cost to Edgemoor unless caused by Edgemoor, with any such contest brought by the City. Notwithstanding the foregoing, in no event shall Edgemoor be obligated to pay any real property or possessory interest tax or assessment regardless of whether the same is caused by any act or omission of Edgemoor.

7.2 Mechanics' Liens

(a) Compliance with California Lien Laws. Notwithstanding anything to the contrary contained herein, the Parties understand and agree that any and all Improvements made to the Site must comply with applicable Law and Edgemoor and its subcontractors shall not have the right to post or file any mechanic's lien against the Project or the Site.

(b) Notice. Not less than five (5) Business Days before Edgemoor commences Work under a Notice to Proceed or following execution of the GMP Change Order, it shall (i) notify the City in writing of (1) the expected date of commencement thereof, and (2) the name and contractor's license number of the prime contractor performing the work. City shall have the right at any time and from time to time to post and maintain on the Site, and/or record, such notices as the City reasonably deems necessary to protect the Site and City from liens arising out of any work performed, materials furnished or obligations incurred by Edgemoor or its Agents.

7.3 Performance and Payment Bonds

Prior to performing any Work under a Notice to Proceed or the GMP Change Order, Edgemoor, or the Design Builder on behalf of Edgemoor, must provide a performance and payment bond sized to 100% of the cost of the design and Construction Work under the Design/Build Agreement. The Parties acknowledge and agree that upon Substantial Completion of the PSF and satisfaction of the waiver and release in requirements in Section 2.7(c)(iv), Edgemoor may cause the performance bond and payment bond to step-down in penal sum to cover 100% of the value of the design and Construction Work of the Civic Center Park.

ARTICLE 8 ASSIGNMENT AND TRANSFER.

8.1 Restriction Against Transfer

Edgemoor may not sell, convey, assign, transfer, alienate or otherwise dispose of all or any of its interest or rights in this Agreement to any Person, including an affiliate of Edgemoor or otherwise do any of the above or make any contract or agreement to do any of the same ("**Transfer**"). Such consent to a Transfer may be given, withheld, or conditioned in the City's sole and absolute discretion. Consent to any one Transfer will not be a waiver of the requirement for such consent for each and every Transfer. The provisions of this Section 8.1 shall not prohibit Edgemoor from subcontracting with the Design Builder, third parties or any Edgemoor Affiliate.

8.2 Effect of Violation

(a) Event of Default. If Edgemoor makes a Transfer in violation of Section 8.1, then the City may, in its sole discretion, either void the Transfer, or declare an Event of Default from and after the time of the Transfer.

(b) No Release of Obligations. Except by the specific written approval of the City which may give or withhold in its sole discretion, no Transfer will relieve Edgemoor from any obligations under this Agreement.

8.3 Assignment of the Design/Build Agreement

It being the intent of the Parties that the City can assume a contractual relationship with the Design Builder under the Design/Build Agreement in accordance with this Section 8.3, the Design/Build Agreement is hereby assigned by Edgemoor to the City, provided that the assignment is effective only after the undisputed effective date of any termination of this Agreement by the City for an Edgemoor Event of Default, pursuant to Section 9.2, or if this Agreement is terminated upon agreement by the Parties in accordance with this Agreement, and only if the City accepts the assignment by written notification to Edgemoor and the Design Builder the assignment. Such assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Design/Build Agreement. When the City accepts the assignment of the Design/Build Agreement, the City assumes Edgemoor's rights and obligations under the Design/Build Agreement and Edgemoor will be fully released from any future obligations under the Design/Build Agreement which had not accrued prior to the City assuming such agreement. Until the City assumes such Design/Build Agreement in writing, the City will have no liability under the Design/Build Agreement, and the Design Builder will have no claims or entitlement directly against the City. Edgemoor agrees to make the City a third-party beneficiary of this assignment right under the Design/Build Agreement and will ensure the Design/Build Agreement includes appropriate assignment language acknowledging and accepting the City's rights under this Section 8.3.

ARTICLE 9 DEFAULTS, REMEDIES AND TERMINATION.

9.1 Before Applicable Closing Date

If the Financial Close does not occur by the Financial Close Target Date (as each may be properly extended), the Parties shall comply with Sections 3.4(b) and 3.6, as applicable and each Party will have thirty (30) days after such notice to perform any acts required of it to permit the Financial Close, as applicable.

9.2 Edgemoor Events of Default

The following constitute "**Edgemoor Events of Default**" or a "**Edgemoor Event of Default**", in each case, subject to any relief afforded to Edgemoor for a Change Event, including an Extension:

(a) Edgemoor fails to commence Construction within thirty (30) days of the Effective Date or the date both Parties execute the GMP Change Order, as applicable;

(b) Edgemoor abandons or suspends Construction for a period of forty-five (45) days absent an entitlement to do so under this Agreement;

(c) Edgemoor fails to achieve Substantial Completion of the PSF or Civic Center Park by the applicable Maximum Completion Date;

(d) Edgemoor fails to pay any undisputed amount required to be paid to the City under this Agreement when due, and such failure continues for fifteen (15) Business Days following written notice from the City;

(e) Edgemoor does not submit Construction Documents as are required to be submitted within the times provided in this Agreement, and Edgemoor does not cure such default within thirty (30) days after the date of written demand specifying the items missing or due by the City to Edgemoor, or, if such cure cannot reasonably be completed within such thirty (30) day period, such additional time as needed to cure such violation, but not to exceed ninety (90) days;

(f) Edgemoor fails to pay subcontractors in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq;

(g) Edgemoor fails to maintain, or cause to be maintained, the insurance required pursuant to Section 5.17, or fails to deliver certificates, endorsements, and/or policies as required pursuant to that Section 5.17; and such failure continues for thirty (30) days following written notice from the City to Edgemoor; and

(h) Without limiting any other provisions of this Section 9.2, the representations and warranties of Edgemoor contained in this Agreement are materially false at the time made, or Edgemoor violates any material covenant, or fails to perform any other material obligation to be performed by Edgemoor under this Agreement at the time such performance is due, and such violation or failures continues without cure for more than thirty (30) days after written notice from the City specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30) day period, such additional time as needed to cure such violation, but not to exceed ninety (90) days.

9.3 Remedies of the City

Upon the occurrence of any uncured Edgemoor Event of Default, the City shall have the remedies set forth below:

(a) Termination. Subject to Sections 9.3(d) and 9.6(c) below, the City may terminate this Agreement upon thirty (30) days' written notice to Edgemoor specifying Edgemoor Event of Default, but subject to the following (1) Edgemoor Event of Default continues for ninety (90) days or more, (2) if the cure for the Edgemoor Event of Default cannot reasonably be completed within the applicable cure period, such additional time as needed to cure such violation is given to Edgemoor, so long as Edgemoor is working in good faith and reasonably and promptly remedy any Edgemoor Event of Default in accordance with a Proposed Recovery Schedule provided to the City and agreed between the Parties in accordance with Section 5.15(c) and (3) either such Edgemoor Event of Default (i) would make it impossible to achieve the Substantial Completion of the PSF or Civic Center Park by the applicable Maximum Completion Date for

such Improvement(s) in accordance with the Master Project Schedule, as from time to time revised in accordance with this Agreement, or (ii) would deprive the City of the material benefits of this Agreement.

(b) Specific Performance. The City may institute an action for specific performance;

(c) Other Remedies. Subject to Sections 9.3(d) and 9.6(c) below, the City shall be entitled to all other remedies permitted by Law or at equity or under this Agreement, including, without limitation, damages; provided that the City's damages shall be limited to actual, direct damages, and with respect to a Edgemoor Event of Default under Section 9.2(c) Edgemoor's damages shall be limited to the remedy set forth in Section 9.3(d). In no event shall the City (except with respect to Edgemoor's indemnification obligations for City's third-party related Losses under Section 4.4(a)) be entitled to consequential, incidental, special or punitive damages (including but not limited to lost profits or revenues); and

(d) Remedy for Late Completion.

(i) If Edgemoor fails to achieve Substantial Completion of the PSF or the Civic Center Park by the date for Substantial Completion as set out in the Master Project Schedule, after taking into account the effect any Extension as permitted therein, (i) the Parties agree that the City is likely to sustain delay damages that are difficult to ascertain, and thus as compensation for such delay damages, the City shall be entitled to, as the sole and exclusive financial remedy for delay, ten thousand (\$10,000) dollars per day for the PSF with a maximum amount of three million (\$3,000,000) and following Substantial Completion of the PSF, one thousand dollars (\$1,000) dollars per day for the Civic Center Park with a maximum amount of (\$300,000) (such sums each, a "**Delay Credit**"), commencing in each case on the applicable date for Substantial Completion as set out in the Master Project Schedule and continuing on a daily basis until Substantial Completion for such Improvement is achieved. The Parties agree to use reasonable efforts to mitigate the relevant delay in advance of any delay occurring.

(ii) The Parties hereby agree that the Delay Credits are a fair and reasonable estimate of the damages the City is likely to sustain as a result of any such delay, are not manifestly unreasonable under the circumstances existing at the time this Agreement is made and are not a penalty. Notwithstanding the use of the phrase "Delay Credit" City shall not be required to prove or assess actual loss where a delay occurs entitling the City to Delay Credits. Edgemoor shall pay any Delay Credits hereunder to the City, in cash or other immediately available funds, via wire transfer or otherwise as directed by the City within thirty (30) Business Days after either Substantial Completion is achieved or this Agreement is terminated, such obligation to survive the expiration of the Term and the termination of this Agreement.

(iii) The Parties hereby agree that the Delay Credits are the City's exclusive monetary remedy for the City's losses with respect to Edgemoor's delay in achieving Substantial Completion, but will not excuse Edgemoor from liability for any other breach of its obligations under this Agreement and will not preclude City from exercising any other rights it has under this Agreement.

9.4 City Events of Default

The following constitute “City Events of Default” or a “City Event of Default”:

(a) The representations and warranties of the City contained in this Agreement are materially false, or the City violates any material covenant or fails to perform any material obligations and duties provided in this Agreement after the time for any cure or the expiration of any grace period specified therefor in this Agreement, or if no such time is specified, than the thirty (30) days after written demand by Edgemoor to the City to perform such obligation and duty, or, if such cure cannot reasonably be completed within such thirty (30) day period, such additional time as needed to cure such violation, but not to exceed ninety (90) days; or

(b) Any failure to pay any amount required to be paid to Edgemoor under this Agreement and such failure continues for sixty (60) days following written notice from Edgemoor to the City, unless such payment is the subject of a bona fide dispute pursuant to this Agreement.

9.5 Remedies of Edgemoor

Upon the occurrence of a City Event of Default, Edgemoor shall have the remedies set forth below:

(a) Termination. Subject to Section 9.6(c) below, Edgemoor may terminate this Agreement immediately following written notice from Edgemoor of the expiration of the cure period for the applicable City Event of Default.

(b) Cessation. In the event Edgemoor has not been timely paid any undisputed amounts under this Agreement, Edgemoor may stop any and all Edgemoor’s Work within fourteen (14) days of such non-payment and will be entitled to a Change Event for its losses incurred due to such stop-work, including, but not limited to its losses incurred due to its demobilization and remobilization of its forces and subcontractors;

(c) Specific Performance. Edgemoor may institute an action for specific performance; and

(d) Other Remedies. Subject to Section 9.6(c) below, Edgemoor shall be entitled to all other remedies permitted by Law or equity or under this Agreement, including, without limitation, damages; provided that Edgemoor’s damages shall be limited to actual, direct damages (which shall include, without limitation, actual documents and reasonable demobilization costs, amounts payable by Edgemoor under the Design/Build Agreement and other reasonable costs related to such termination). In no event shall Edgemoor be entitled to consequential, incidental, special, or punitive damages (including but not limited to lost profits) (except with respect to City’s obligations for Edgemoor’s third-party related Losses under Section 4.4(b) and any amounts due and payable for Edgemoor’s profits otherwise already due and payable under this Agreement or expressly stated under this Agreement).

(e) Payment Default Procedure. In the event a Disbursement owing to Edgemoor in accordance with this Agreement (and not otherwise disputed) is not paid as and when

required hereunder, then the Parties agree that City shall have the obligation to cure such non-payment and all amounts due and payable under this Agreement, if not otherwise paid will be paid by the City.

9.6 General

(a) Institution of Legal Actions. Subject to the rights and obligations of the Parties under Section 10.13 below and the other limitations contained in this Agreement, any Party may institute legal action to cure, correct, or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the terms of this Agreement. Such legal actions may be instituted in the Superior Court of Orange County, California.

(b) Rights and Remedies Are Cumulative. Except with respect to any rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by Law, in equity or by this Agreement, are cumulative, and not in derogation of other rights and remedies found in this Agreement. The exercise by any Party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by another Party. No waiver made by any Party with respect to the performance, or manner or time of performance, or any obligation of the other Parties or any condition to their own obligations under this Agreement will be considered a waiver with respect to the particular obligations of the other Parties or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Parties.

(c) Non-liability of Parties' Officers and Employees, Etc. Excluding any criminal behavior, civil fraud, or liability created by the statutes or regulations of the State of California, no elected official, member, officer, partner, agent, shareholder, director, attorney, or employee of the City or Edgemoor will be personally liable to any other Party hereunder, or any successor in interest, as a result of an Event of Default by the City or Edgemoor, as the case may be, or for any amount which may become due to Edgemoor, the City or any of their successors, as applicable, under, on account of, or with respect to such Party's obligations under this Agreement.

9.7 Return of Site

Upon Substantial Completion of the PSF or the Civic Center Park or early termination, Edgemoor shall return the Site to the City in a safe and secure condition, and unless otherwise requested by the City, shall remove all loose building materials and debris present at the Site resulting from Edgemoor's Construction activities. The City shall grant Edgemoor sufficient access to the Site for the purpose of performing Edgemoor's Final Completion or warranty obligations under this Agreement.

9.8 Plans and Data

If this Agreement is terminated before Final Completion of either the PSF or Civic Center Park, but after the GMP Change Order is executed by the Parties, then provided that Edgemoor has been paid all amounts then due to Edgemoor under this Agreement, Edgemoor shall assign and deliver

to the City any and all copies of reports in its possession regarding the Site, all properly sealed and certified Final Construction Documents in the possession of, or prepared for Edgemoor, to which Edgemoor has possession or control, or is reasonably able to gain possession, and all Design Development Documents within sixty (60) days after such termination. Edgemoor shall include in all contracts and authorizations for services pertaining to the planning and design of the Improvements, an express agreement by the Person performing such services that the City may use such reports and/or sealed and certified Construction Documents and/or all Design Development Documents in accordance with this Section 9.8 without compensation or payment from the City in the event such reports and/or sealed and certified Final Construction Documents and/or all Design Development Documents are delivered to the City under the provisions of this Section 9.8. The City may use any such sealed and certified Construction Documents and reports and/or all Design Development Documents which have been issued in final form by the preparer for any purpose whatsoever relating to the Site, without cost or liability therefore to Edgemoor, however the City herein fully Indemnifies and releases Edgemoor and Edgemoor Responsible Parties for any claims, losses or damages relating to or arising from any information or documents provided the City pursuant to this Section 9.8.

9.9 Force Majeure Suspension / Termination Right

(a) If a Force Majeure Event that is not caused by the claiming Party continues for sixty (60) consecutive days or more Edgemoor or the City will be entitled cease performance of its obligations Materially Adversely Effected by such Force Majeure Event herender until the Force Majeure Event ceases.

(b) If a Force Majeure Event continues for one hundred eighty (180) consecutive days or more and Materially Adversely Effects Edgemoor's or the City's performance, then each of the City and Edgemoor will have the right to terminate this Agreement upon written notice to the other Party and upon such termination, none of the Parties shall have any further obligations under this Agreement except as otherwise expressly provided in this Agreement with respect to payment obligations that accrued prior to such termination.

ARTICLE 10 GENERAL PROVISIONS.

10.1 Notices

(a) Manner of Delivery. Except as otherwise expressly provided in this Agreement, all notices, demands, approvals, consents and other formal communications between or among the Parties required or permitted under this Agreement shall be in writing and shall be deemed given and effective (i) upon the date of receipt if given by personal delivery (including nationally recognized express courier) on a Business Day (or the next Business Day if delivered personally on a day that is not a Business Day); (ii) upon the date of receipt of email correspondence (followed by personal delivery or mail for legal notices), or if after 5pm or on the weekend, on the next Business Day; or (iii) if mailed three (3) Business Days after deposit with the U.S. Postal Service for delivery by United States registered or certified mail, first class postage prepaid, To the Parties at their respective addresses for notice designated below. For convenience of the Parties, copies of notices may also be given by email delivery of documents in .PDF format.

(b) Request for Approval. In order for a request for any approval required under the terms of this Agreement to be effective, it shall be clearly marked “Request for Approval” and state (or be accompanied by a cover letter stating) substantially the following:

(i) the section of this Agreement under which the request is made and the action or response required;

(ii) if applicable, the period of time as stated in this Agreement within which the recipient of the notice shall respond; and

(iii) if applicable, that the failure to object to the notice within the stated time period will be deemed to be the equivalent of the recipient’s approval of or consent to the request for approval which is the subject matter of the notice.

In the event that a request for approval states a period of time for approval which is less than the time period provided for in this Agreement for such approval, the time period stated in this Agreement shall be the controlling time period. In no event shall a recipient’s approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object to such notice if such notice (or the accompanying cover letter) does not comply with the requirements of this Section. Moreover, Section 10.1(b)(iii) shall not apply to any request that would (i) amend this Agreement, or (ii) was not delivered to the correct Party representative.

(c) Addresses for Notices. All notices shall be properly addressed and delivered to the Parties at the addresses set forth below or at such other addresses as either Party may designate by written notice given in the manner provided in this Section 10.1:

To the City:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842

Attention: Lisa Kim, City Manager
Email: lisak@ggcity.org

With a copy to:

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Thomas P. Clark, Jr., Special Counsel
Email: tclark@stradlinglaw.com

Omar Sandoval, Director & Shareholder Woodruff & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
Attention: Omar Sandoval, City Attorney
Email: osandoval@woodruff.law

To Edgemoor: Edgemoor Garden Grove Civic Partners LLC
7900 Westpark Drive
McLean, VA 22102
Attn: Brian Dugan, Managing Director
Email: brian.dugan@edgemoor.com

With a copy to: Frank Baltz, Senior Managing Director
Edgemoor Garden Grove Civic Partners LLC
7900 Westpark Drive
McLean, VA 22102
frank.baltz@edgemoor.com

10.2 Time of Performance

(a) Expiration. All performance dates (including cure dates) expire at 5:00 p.m., California time, on the performance or cure date.

(b) Weekends and Holidays. A performance date which falls on a Saturday, Sunday or federal, City or California state holiday is deemed extended to the next working day.

(c) Days for Performance. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not Business Days, unless otherwise expressly provided in this Agreement.

10.3 Time of the Essence. Time is of the essence with respect to each Target Completion Date, subject to Extension.

10.4 Interpretation of Agreement

(a) Exhibits / Attachments. Whenever an "Attachment" is referenced, it means an attachment to this Agreement unless otherwise specifically identified. All such Attachments are incorporated in this Agreement by reference.

(b) Captions. Whenever a section, article or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

(c) Words of Inclusion. The use of the term "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

(d) No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

(e) Costs and Expenses. The Party on which any obligation is imposed in this Agreement shall be solely responsible for paying all costs and expenses incurred in the performance of such obligation, unless the provision imposing such obligation specifically provides to the contrary.

(f) Agreement References. Wherever reference is made to any provision, term or matter "in this Agreement," "herein" or "hereof" or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered article, section or paragraph of this Agreement or any specific subdivision of this Agreement.

(g) Approvals. Unless otherwise specifically stated in this Agreement, wherever a Party hereto has a right of approval or consent, such approval or consent shall not be unreasonably withheld, conditioned or delayed. Unless otherwise specifically stated in this Agreement, wherever a Party has a right of approval or consent, and such approval or consent is not given within the time frames provided, such matter subject to approval or consent shall not be deemed approved.

10.5 Successors and Assigns

This Agreement is binding upon and will inure to the benefit of the successors and assigns of the Parties, subject to the limitations on assignment set forth in Article 8. Where the term "Edgemoor," or "City" is used in this Agreement, it means and includes their respective successors and permitted assigns.

10.6 No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and permitted assigns, and, without limitation, this Agreement is not intended to create a public dedication of all or any portion of the Site or any surrounding property. No other Person shall have or acquire any right or action based upon any provisions of this Agreement.

10.7 Real Estate Commissions

Each of the Parties represents that it engaged no broker, agent or finder in connection with this transaction. In the event any broker, agent or finder makes a claim, the Party through whom such claim is made shall be solely responsible for any Losses arising out of such claim.

10.8 California Public Records Act

(a) The California Public Records Act ("CPRA"), Government Code §§

7920.000, et. seq., provides that all records held by government agencies are accessible to the public unless expressly made exempt from disclosure. The CPRA defines public records as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The CPRA also provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

(b) It is the responsibility of Edgemoor to clearly identify any and all information submitted to the City pursuant to this Agreement that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

(c) The City cannot guarantee that any information submitted in the execution of this Agreement will be confidential. If the City receives a request for any record submitted pursuant to this Agreement, it will not assert any privileges that may exist on behalf of Edgemoor. In the event that a demand for disclosure of a record or information designated as "confidential and/or proprietary" by Edgemoor is made, the City as a courtesy will notify Edgemoor in writing of such demand. Edgemoor may then pursue, at its sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of such information. It would be the sole responsibility of Edgemoor to assert any applicable privileges or reasons why the record or information should not be produced, and to obtain a court order prohibiting disclosure. Edgemoor understands that the City is not responsible under any circumstances for any damage caused by disclosure of any record or information. The City assumes no responsibility for disclosure or use of unmarked data for any purpose.

(d) In the event the City is required to defend an action on a Public Records Act request for any of the contents of a record or information marked "confidential", "proprietary", or "trade secret", Edgemoor agrees, upon submission of its written statement of confidential qualifications for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

10.9 Entire Agreement

This Agreement (including all of the Attachments) constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all negotiations or previous agreements among the Parties with respect to all or any part of the terms and conditions mentioned in or incidental to this Agreement. No parol evidence of any prior draft of this Agreement, or of any other agreement shall be permitted to contradict or vary the terms of this Agreement.

10.10 Amendment

Subject to Article 9 hereof, neither this Agreement nor any of its terms may be terminated, amended or modified except by a written instrument executed by the Parties. No person has the authority to, on behalf of any Party, verbally agree to terminate or modify this Agreement.

10.11 Governing Law

This Agreement shall be construed in accordance with the laws of the State of California and the laws of the State of California shall govern any claim, controversy, dispute or disagreement arising from or relating to this Agreement (“**Dispute**”).

10.12 Extensions by the City or Edgemoor

(a) In addition to any Extension granted for a Change Event, upon the request of Edgemoor for any other reason, the City may, by written instrument, extend the time for Edgemoor’s performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as it determines appropriate, including, but not limited to, the time within which Edgemoor shall agree to such terms or conditions, provided, however, any such extension or permissive curing of any particular default will not operate to release any of Edgemoor’s obligations nor constitute a waiver of the City’s rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement or otherwise affect the time of the essence provisions with respect to the extended date or the other dates for performance under this Agreement.

(b) Upon the request of the City, Edgemoor may, by written instrument, extend the time for the City performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as it determines appropriate, including, but not limited to, the time within which the City shall agree to such terms or conditions, provided, however, any such extension or permissive curing of any particular default will not operate to release any of the City’s obligations nor constitute a waiver of Edgemoor’s rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement or otherwise effect the time of the essence provisions with respect to the extended date or the other dates for performance under this Agreement.

10.13 Dispute Resolution

(a) Process.

If a Dispute arises from, or relates to, this Agreement or the breach thereof then the Parties agree to exclusively resolve such Dispute in accordance with this Section 10.13.

(b) Initial Dispute Meeting.

(i) Upon the written demand of any Party (“**Dispute Notice**”), the Parties shall meet to make a good faith effort to resolve any Dispute within thirty (30) days of the Dispute Notice. The Dispute Notice shall specify in reasonable detail, the nature and the material facts underlying the Dispute. Senior representatives of each Party shall meet (“**Initial Dispute Meeting**”) virtually or in person (as agreed between the Parties) no later than six (6) Business Days after the Dispute Notice is provided to all Parties. All Disputes must first attempt to be resolved through an Initial Dispute Meeting prior to either Party initiating arbitration under Section 10.13(c) or the expedited dispute resolution procedures under Section 10.13(d), as applicable.

(ii) As part of the Initial Dispute Meeting resolution process, either

Party may submit the Dispute to non-binding mediation before a mediator agreeable to the Parties within ten (10) days of commencement of the Initial Dispute Meeting. The cost of the mediator shall be shared by the Parties. It shall be a material obligation of each Party to reasonably cooperate in good faith with the mediator's efforts to resolve such Dispute. The mediator shall establish a schedule and procedure for mediation of such Dispute in accordance with the American Arbitration Association's Construction Rules and Mediation Procedures ("**AAA Rules**") in force as of the Effective Date. All mediations shall last not more than thirty (30) days from the appointment of the mediator.

(c) Arbitration Procedures. Except Disputes to be resolved under the expedited dispute resolutions procedures in Section 10.13(d), any Dispute remaining unresolved at the later of the expiration of thirty (30) days from the Dispute Notice or appointment of a mediator under Section 10.13(b) shall be resolved by arbitration through a three-member panel in accordance with the AAA Rules. Within 30 days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators shall be reputable construction industry-recognized independent experts having a background and skills in design, engineering, construction and/or law related to projects similar to this Project (each, a "**Construction Expert**"). Time is of the essence for any arbitration under this Section and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Judgment on the award rendered by the Construction Experts may be entered in any court having jurisdiction thereof.

(d) Expedited Dispute Resolution.

(i) Notwithstanding Section 10.13(c), any Dispute arising out of, or relating to, the Guaranteed Maximum Price, Disbursement, Approved Design Documents, Final Construction Documents, Change Events, Change Orders, Approval Failure Notice, rejection of the Construction Work, Punch List Items, Substantial Completion, Final Completion or any other matter arising during design or construction of the Project related to a Target Completion Date or Maximum Completion Date (each, a "**Expedited Dispute Matter**") shall be subject to the expedited dispute resolution procedure in this Section 10.13(d). Any dispute involving termination shall not be an Expedited Dispute Matter subject to this Section 10.13(d). No Expedited Dispute Matter will be subject to mediation under Section 10.13(b)(ii) unless otherwise expressly agreed between the Parties in writing.

(ii) If the Parties fail to resolve an Expedited Dispute Matter under Section 10.13(b), the Expedited Dispute Matter shall be finally resolved in accordance with this Section 10.13(d) and within ten (10) days after any such failure shall:

(A) jointly appoint a single Construction Expert to resolve an Expedited Dispute Matter estimated to be \$1,000,000 or less; or

(B) appoint a three-member panel in accordance with the AAA Rules and Section 10.13(c) to resolve all other Expedited Dispute Matters in excess of \$1,000,000,

and in each case, if the Parties have not appointed Construction Expert(s) within such timeframe or if any Construction Expert(s) becomes unwilling or unable to continue as such, either Party may make a request to the American Arbitration Association to appoint the Construction Expert(s) in accordance with its AAA Rules.

(iii) The Construction Expert(s) will be required to conduct a review of the unresolved Expedited Dispute Matter in accordance with the AAA Rules. The Construction Expert(s) are required to deliver its reasoned opinion no later than thirty (30) days following the appointment of the last Construction Expert to be appointed (if applicable). Judgment on the award rendered by the Construction Expert(s) may be entered in any court having jurisdiction thereof.

(e) Arbitration Rules Generally

For any arbitration under Sections 10.13(c) or 10.13(d), the Parties agree as follows:

(i) before commencing their review of a Dispute under this Section 10.13, each Construction Expert shall be required to confirm their independence and the absence of any conflicts in reviewing and determining the result of the Dispute;

(ii) each Party shall have reasonable and equal opportunities to present evidence and arguments to the Construction Experts with respect to its position in the Dispute, and each Party shall respond promptly to any requests from the Construction Experts for additional information to support their review;

(iii) the place of arbitration shall be Orange County, California;

(iv) the arbitration shall be governed by the laws of the State of California;

(v) the arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute;

(vi) arbitrators shall agree to the required time limits prior to accepting appointment;

(vii) the award of the arbitrators shall be accompanied by a reasoned and detailed opinion;

(viii) all opinions rendered will be final and binding and not subject to appeal; and

(ix) except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(f) Temporary Injunctive Relief / Judgement Enforcement

Notwithstanding the requirement that all Disputes be resolved through the alternative dispute resolution procedures in Sections 10.13(a) through 10.13(e) (inclusive) above, the Parties agree that such requirement does not preclude the Parties from seeking temporary injunctive relief where necessary to protect their rights or interests under this Agreement which cannot otherwise be adequately preserved under the above provisions or to enforce any award rendered by an arbitral panel appointed under this Agreement. Any such actions may be sought in accordance with applicable Law and shall be brought in the Superior Court of Orange County and the Parties consent that any service of process in such action or proceeding may be made by personal service or by certified or registered mail directed to the Parties at the address set forth in Section 10.1 for the delivery of notices.

10.14 Further Assurances

The Parties agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to express the intent of the Parties or otherwise effectuate the terms of this Agreement. Without limiting the foregoing, if and to the extent that any of the Attachments hereto are not final and complete as of the Effective Date, the Parties agree to work together in good faith to finalize and complete such Attachments as soon as possible, subject in all events to the approval of such final and complete Attachments by all Parties hereto, at which time the final, complete, and approved Attachments shall be attached to this Agreement and made a part hereof.

10.15 Attorneys' Fees and Costs

In all Disputes arising from or related to this Agreement, each Party shall bear their own Attorneys' Fees and Costs and other dispute resolution costs.

10.16 Relationship of Parties

The subject of this Agreement is a private development with no Party acting as the Agent of the other Parties in any respect. None of the provisions in this Agreement shall be deemed to render any Party a partner in another Party's business, or joint venturer or member in any joint enterprise with another Party.

10.17 Severability

If any provision of this Agreement, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other Person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Agreement.

10.18 Section 179D

The City and Edgemoor agree that Edgemoor will be designated as the Party primarily responsible for designing the Project, within the meaning of Internal Revenue Code Section 179D, and to the

extent it relates to the Project, the Parties agree to issue and execute at Financial Close the “**179D Letter Agreement**” substantially in the form attached hereto as Attachment 10.18, whereby Edgemoor shall be entitled to claim any effective tax savings that result from the tax deductions available under Section 179D, if any; provided that the City receives an opinion from qualified tax counsel, or is otherwise reasonably satisfied as to the content of the 179D Letter Agreement and that the execution of the 179D Letter Agreement would not render the Bond Financing taxable.

10.19 Acts of Agents

Edgemoor has appropriately subcontracted certain of its design and construction obligations to the Design Builder on a back-to-back basis with this Project Agreement. Whether or not expressly provided in this Agreement and notwithstanding Edgemoor subcontracting obligations to the Design Builder, the acts or omissions of a Party shall be deemed to include the acts or omissions of such Party’s respective authorized agents, employees, contractors and subcontractors (including the Design Builder) to the extent such parties are acting within the scope of their employment or agency, as the case may be.

10.20 LEED

The Project shall be designed and constructed to enable the City to achieve a rating of, at a minimum, LEED Silver.

10.21 Additional Scope

If offered by the City and permitted by applicable Law and City procurement guidelines, as an additional service, not part of the Project’s base scope, the City may request that Edgemoor create a price and /or schedule for new developments. In which case this agreement would serve as a “Master Project Agreement” to which specific developments could be added via a Statement of Work.

10.22 Monthly Reporting

No later than the fifth (5th) Business Day of each month, commencing the month following the notice to proceed, Edgemoor will provide to City a report (the “**Monthly Report**”). The Monthly Report shall, with respect to the month immediately prior to the delivery of the Monthly Report, include, at a minimum: (i) executive summary of the information contained in such Monthly Report; (ii) status of performance of Edgemoor’s Work, including with respect to all milestones and submittals; (iii) project safety statistics; (iv) status of delivery of equipment and materials that are part of Edgemoor’s Work; (v) updated project schedule; (vi) photographs documenting progress of the work.

10.23 Counterparts

This Project Agreement may be executed in counterparts, which together shall constitute a single instrument. Further, any copy, facsimile, or electronic signature (such as a pdf) of any signatory shall be considered to have the same binding effect as an original signature.

10.24 Situs of Sales

Edgemoor shall require Design Builder and its subcontractors to use commercially reasonable efforts in the purchase of materials subject to sales tax, so that such materials acquired for the Project by Design Builder and its subcontractors have the City as situs for sales tax.

10.25 Local Enterprises

Edgemoor shall exercise good faith efforts to engage local enterprises to perform some of the work hereunder, provided this clause shall not prevent Edgemoor from engaging an enterprise with whom Edgemoor has a preferred supplier or strategic relationship.

10.26 Cooperation

(a) The Parties will cooperate with each other in good faith to ensure proper and efficient execution of the Project. In connection therewith, to the extent that any documents and materials require review and approval by one or more of the Parties hereunder, such cooperation shall include good faith efforts by the Parties to respond to one another as expeditiously as possible with regard to requests for reviews and approvals required hereby and for requests for information relating thereto. With regard to materials or documents requiring the approval of one or more Parties, if such materials or documents are not approved as initially submitted, then the Parties shall engage in such communications as necessary under the circumstances to resolve the issues resulting in such disapproval so as not to impede or delay the ability of Edgemoor to obtain any permits or approvals required by Edgemoor for the Project.

(b) A spirit of good faith and a mutual desire to fulfill the obligations of this Agreement and for the success of the Project shall govern the Parties' relationship. All comments provided by any Party on documents or materials for which approval is required shall be detailed and sufficient in order to enable the other Party to address such comments and to move the process forward in a timely manner.

(c) Unless expressly provided elsewhere in this Agreement, including Section 5.5 through Section 5.16 (inclusive) and the Schedule of Submittals:

(i) With respect to any documents and materials requiring review and approval by the City hereunder (which will be identified in the Schedule of Submittals), Edgemoor shall request the City's review and approval of such documents and materials in writing (such request, together with such documents and materials, the "**Approval Request**") and, unless the parties otherwise agree in this Agreement or the Schedule of Submittals, the City shall have [#insert] minimum time period for [#insert]¹ types of submittals (the "**City Review Period**") to review and approve or disapprove the Approval Request (which approval or disapproval must be in writing). Should the City not approve the Approval Request because it failed to comply with the terms of this Agreement, the City's written notice of disapproval to Edgemoor (the "**Notice of Disapproval**") shall set forth the detailed reasons for such disapproval.

(ii) If the City issues a Notice of Disapproval in response to an Approval Request from Edgemoor during the City Review Period, the Parties shall confer and mutually agree upon any modifications to Approval Request within five (5) days following the City's

¹ NTD – Parties to advise.

issuance of such Notice of Disapproval. In the event that Edgemoor submits an Approval Request to the City and the City fails to respond to such Approval Request within the City Review Period, Edgemoor may thereafter perform its obligations under this Agreement and such Approval Request will be deemed approved, subject to the City's right to subsequently pursue available remedies with respect to any non-conformance with the requirements under this Agreement.

10.27 Supplier Diversity

Edgemoor shall work with the Design Builder to exercise good faith efforts to engage minority-owned, women-owned and other small disadvantaged business enterprises, as well as local businesses to perform some of Edgemoor's Work hereunder; provided, however, this clause shall not prevent Edgemoor from engaging an enterprise with whom Edgemoor has a preferred supplier or strategic relationship.

10.28 IRC Section 48(a)(10)

In connection with the portion of the Work that is relevant to receiving IRC tax-credits, Edgemoor and the Design Builder will comply with the prevailing wage restrictions of IRC Section 48(a)(10) and the qualified apprenticeship restrictions of IRC Section 48(a)(11) (including keeping records and providing sufficient records to the City). Edgemoor and the Design Builder acknowledge that the City will be filling to obtain the investment tax credit under the Inflation Reduction Act ("IRC"), Section 48 and other available credits and Edgemoor and the Design Builder will cooperate with the City and not take any action to jeopardize the City obtaining such credits.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of Edgemoor

Edgemoor represents and warrants as follows, as of the Effective Date:

(a) Valid Existence; Good Standing. Edgemoor is a limited liability company duly organized and validly existing under the laws of the State of Maryland. Edgemoor has all requisite power and authority to own its property and conduct its business as presently conducted. Edgemoor has made all required filings and is in good standing in Maryland and qualified and permitted to do business in the State of California;

(b) Authority. Edgemoor has all requisite power and authority to execute and deliver this Agreement and the agreements contemplated by this Agreement and to carry out and perform all of the terms and covenants of this Agreement and the agreements contemplated by this Agreement;

(c) No Limitation on Ability to Perform. Neither Edgemoor's articles of organization or operating agreement, nor the organization documents of any of Edgemoor's members, nor any other agreement or Laws in any way prohibits, limits or otherwise affects the right or power of Edgemoor to enter into and perform all of the terms and covenants of this

Agreement. Neither Edgemoor nor any of its members are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit or limit the same. Except for the customary licenses and the Permits contemplated hereby, no consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by Edgemoor of this Agreement or any of the terms and covenants contained in this Agreement. There are no pending or threatened suits or proceedings or undischarged judgments affecting Edgemoor or any of its members before any court, governmental agency, or arbitrator which might materially adversely effects the enforceability of this Agreement or the business, operations, assets or condition of Edgemoor;

(d) Valid Execution. The execution and delivery of this Agreement and the agreements contemplated hereby by Edgemoor have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of Edgemoor, enforceable against Edgemoor in accordance with its terms;

(e) Defaults. The execution, delivery and performance of this Agreement (i) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (A) any agreement, document or instrument to which Edgemoor is a party or by which Edgemoor's assets may be bound or affected, (B) any Laws, or (C) the limited liability company agreement of Edgemoor, and (ii) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Edgemoor;

(f) Suits, Proceedings or Judgements. To Edgemoor's actual knowledge, there are no pending or threatened suits or proceedings or undischarged judgments affecting Edgemoor before any court, governmental agency or arbitrator which might materially adversely affect the enforceability of this Agreement;

(g) Skill and Capacity. Edgemoor has the requisite skill and capacity to perform all obligations hereunder, and is not debarred or otherwise forbidden from performing its obligations hereunder; and

(h) Business Licenses. Edgemoor has all obtained the California Business License and City of Garden Grove Business License as required to perform Edgemoor's Work under this Agreement.

11.2 Representations and Warranties of the City

The City represents and warrants, as follows, as of the Effective Date:

(a) Authority. The City is duly organized and validly existing under the laws of the State of California and has and shall exercise all requisite power to execute and deliver and perform its obligations under this Agreement and the agreements contemplated by this Agreement and to carry out and perform all of the terms and covenants of this Agreement and the agreements contemplated by this Agreement;

(b) Requisite Power. The City has all requisite power to execute and deliver and perform its obligations under this Agreement;;

(c) Defaults. The execution, delivery and performance by the City of this Agreement do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (A) any agreement, document or instrument to which the City is a party or by which the City's assets may be bound or affected, (B) any Laws or (C) the bylaws of the City. Except as expressly stated in this Project Agreement, and except for the customary licenses and the Permits contemplated hereby, no consent, authorization or approval of, or action by, and no notices to or filing with any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by the City of this Agreement or any of the terms and covenants contained in this Agreement. To its actual knowledge, there are no pending or threatened suits or proceedings or undischarged judgments affecting the City or the formation of the GGPFA before any court, governmental agency or arbitrator which might materially adversely affect the enforceability of this Agreement; and

(d) Valid Execution. The execution and delivery of this Agreement and the agreements contemplated hereby by the City have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. City has provided to Edgemoor a written resolution authorizing the execution of this Agreement and the agreements contemplated by this Agreement.

(e) No Conflicts. The execution, delivery and performance by the City of this Agreement will not, in any material respect, violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award in effect and having applicability to the (i) City, or result in a breach of or constitute a default under any agreement, lease or commitment to which the City is a party or by which the City is bound.

(f) Site Access. The City has all requisite power to grant Edgemoor sufficient access to the Site, and no liens or encumbrances exist on the Site which might adversely impact Edgemoor's performance in accordance with this Agreement.

11.3 Survival.

The Parties' respective liabilities for any breach of the representations and warranties in this Article 11 shall survive the Term and any termination of this Agreement.

ARTICLE 12 DEFINITIONS.

The following terms used in this Agreement, shall have the meanings ascribed to them in this Article 12:

"179D Letter Agreement" is defined in Section 10.18 and attached as Attachment 10.18.

"AAA Rules" is defined in Section 10.13(b)(ii)

"Agents" means, when used with reference to any Party to this Agreement or any other Person, the members, managers, officers, directors, commissioners, and employees of such Party or other Person, and each of them.

“Agreement” means this Project Agreement, as it may be amended in accordance with its terms.

“AIA Notice of Substantial Completion” means the AIA Document G704- 2017 certificate.

“Approval Cure Period” is defined in Section 5.13(d).

“Approval Failure Notice” is defined in Section 5.13(d).

“Approved Design Documents” is defined in Section 5.5(a).

“Attorneys’ Fees and Costs” means any and all reasonable attorneys’ fees (including the fees and costs of in-house counsel and legal staff), costs, expenses, and disbursements, including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage, facsimile, long-distance and communications expenses, court costs and the costs and fees associated with any other legal, administrative, or alternative dispute resolution proceeding, fees and costs associated with execution upon any judgment or order, and costs on appeal.

“Authorized Individuals” is defined in Section 5.13(a).

“Bond Trustee” shall mean the trustee, appointed as such pursuant to the Bond Financing.

“Business Day” or “Business Days” means any day other than a Saturday, Sunday or California, City or federal legal holiday.

“Certificate of Final Completion” is the certificate in the form of Attachment 6.5 issued in accordance with Section 6.5.

“Certificate of Occupancy” is defined in Section 6.2.

“Certificate of Substantial Completion” shall mean the certificate in the form of Attachment 6.2 issued in accordance with Section 6.2.

“Change Event” is defined in Section 5.21.

“Change Order” means a City Change Order or Edgemoor Change Order, as applicable.

“Change Request Supporting Materials” is defined in Section 5.21(a).

“City” is defined in the Preamble.

“City Assumed Regulatory Approvals” is defined in Section 4.3(c).

“City Change Order” is defined in Section 5.21(a).

“City Claim” is defined in Section 4.4(a).

“City Event of Default” or “City Events of Default” is defined in Section 9.4.

“City Furnished Equipment” is defined in Section 5.27.

“City Manager” means Lisa Kim or any other person notified by the City in writing to Edgemoor replacing Lisa Kim.

“City Permitted Site Uses” means access to the City to allow for its ongoing use of and necessary access and egress to the existing PSF, Orange County Fire Authority (“OCFA”) and portions of the Civic Center Park not impacted by the Work.

“Civic Center Park” is defined in Recital B.

“Claim” is defined in Section 4.4(a).

“Construction” means all new excavation, construction, replacement, rehabilitation, and demolition occurring on the Site pursuant to this Agreement.

“Construction Documents” means the Design Development Documents and all other shop drawings, working drawings, fabrication plans, material and hardware descriptions, specifications, construction quality control reports, construction quality assurance reports and samples necessary or desirable for the Construction Work in accordance with this Agreement, which in each case, are required or necessary under applicable building codes and Laws to be submitted with an application for the required Permits for the Project (or a portion of the Project) to construct all or a portion of the Improvements.

“Construction Expert” is defined in Section 10.13(c).

“Defect’s Warranty Period” is defined in Section 5.22.

“Delay Credit” is defined in Section 9.3(d).

“Design/Build Agreement” or “DBA” is defined in Recital F.

“Design Builder” means, Clark Construction Group, LLC, a Maryland limited liability company.

“Design Development Documents” means the design development documents in sufficient detail and completeness to show that the Improvements and the Construction thereof shall comply with the Project Requirements, and which shall include, without limitation:

- (a) Site plan(s) at appropriate scale showing the buildings, streets, walks, and other open spaces. All land uses shall be designated. All Site development details and bounding streets, points of vehicular and pedestrian access shall be shown;
- (b) All building plans and elevations at appropriate scale;
- (c) Building sections showing typical cross sections at appropriate scale;
- (d) Floor plans;

- (e) Outline specifications for materials, finishes and methods of construction;
- (f) Interior and exterior signage plans;
- (g) Site and exterior and interior lighting plans;
- (h) Material and color samples; and
- (i) Roof plans showing all mechanical and other equipment.

“Differing Site Conditions” means surface, subsurface, latent physical, chemical or any other physical conditions at, below or adjacent to the Site which (a) differs materially in concentration, identity or location from those indicated in the Existing Site Reports listed in Attachment 12-2, or (b) are not reasonably capable of being identified by an appropriately qualified and experienced contractor, engineer or qualified professional working in that field exercising due care and skill by visual inspections through access made available to Edgemoor prior to the Setting Date for inspection and investigation of the Site, or (c) are of an unusual nature, which differ materially from those ordinarily encountered at or around the Site and generally recognized as inhering in work of the character provided in this Agreement.

“Disabled Access Laws” means all Laws related to access for persons with disabilities including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.

“Disbursement” is defined in Section 2.7.

“Dispute” is defined in Section 10.11.

“Dispute Notice” is defined in Section 10.13.

“Dispute Resolution Procedures” means the procedures described in Section 10.13 to resolve a dispute.

“Edgemoor” is defined in the Preamble.

“Edgemoor Affiliate” shall mean any entity wholly owned or controlled by Edgemoor Infrastructure & Real Estate, LLC.

“Edgemoor Assumed Hazardous Materials Obligations” is defined in Section 4.2(c).

“Edgemoor Assumed Regulatory Approvals” is defined in Section 4.3(c).

“Edgemoor Change Order” is defined in Section 5.21(b).

“Edgemoor Change Request” is defined in Section 5.21(b).

“Edgemoor Claim” is defined in Section 4.4(b).

“Edgemoor Event of Default” or “Edgemoor Events of Default” is defined in Section 9.2.

“Edgemoor Responsible Party” shall mean Edgemoor, Design Builder, Edgemoor’s employees and Agents, and any other Persons who are involved in the Project under contract with directly or indirectly (including all subcontractors or suppliers at any-tier thereto) Edgemoor.

“Edgemoor’s Change Fees” is defined in Section 5.21(a)(iv).

“Edgemoor Project Relief” is defined in Section 5.21(x).

“Edgemoor’s Work” or “Work” is defined in Recital F.

“Effective Date” is the date set out in the first paragraph of this Agreement, being the date both Parties have approved and signed this Agreement.

“Effective Date Design” is defined in Section 5.5.

“ENA” is defined in Recital D.

“Event of Default” means a Edgemoor Event of Default or a City Event of Default, as applicable.

“Existing Site Reports” is defined in Section 4.2(e).

“Expedited Dispute Matter” is defined in Section 10.13(d)(i).

“Extension” means an extension granted to the Master Project Schedule due to a Change Event or as otherwise permitted under this Agreement.

“Extra Work Request” is defined in Section 5.21(a).

“Final Completion” is defined in Section 6.3.

“Final Construction Documents” means the final approved Construction Documents as approved by the City in accordance with Sections 5.5 and 5.9.

“Financial Close” means the issuance of bonds by the GGPFA as described in Recital E.

“Financial Close Target Date” is defined in Section 3.3.

“Financial Closing Date” is the date of Financial Close identified in Recital E.

“Force Majeure Event” means acts of a public enemy; fires; floods; explosions; epidemics; quarantine restrictions; blockades; freight embargoes; strikes; boycotts; labor disputes; demonstrations; earthquakes; tidal waves; hurricanes; landslides; tornados; pandemics; epidemics; shortage of, or inability to obtain materials or reasonably acceptable substitute materials; acts of terror or terrorism; unreasonable delays in issuing necessary Permits or approvals or conducting inspections not caused by Edgemoor; the inability to obtain easements, licenses, dedications, approvals or title required for utilities not caused by Edgemoor; power outages; war and related causes; nuclear perils; explosion or nuclear, radioactive, chemical or biological contamination not caused by Edgemoor; any adverse or inclement weather conditions, including thunderstorms,

lighting, tornadoes and other windstorms; or other actions outside of the control of Edgemoor, including acts of god.

“Furniture, Fixtures and Equipment or FF&E” is defined in Section 5.27.

“General Conditions” means the conditions listed in Attachment 5.2(c).

“GGPFA” is the Garden Grove Public Financing Authority.

“GMP Change Order” is defined in Section 2.3.

“Guaranteed Maximum Price” or “GMP” is defined in Section 2.3, with the binding GMP being the amount determined pursuant to the GMP Change Order or any other Change Order.

“Hazardous Material” means any (a) hazardous or toxic substance, waste, pollutant, contaminant or other material whatsoever that is listed, regulated, or for which standards of conduct are provided under any Environmental Law as hazardous or toxic; (b) petroleum hydrocarbons excluding de minimis amounts and excluding petroleum hydrocarbon products contained within regularly operated motor vehicles; (c) hazardous building materials including asbestos or asbestos-containing materials, lead or PCBs in structures and/or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground); and (d) per- and polyfluoroalkyl substances.

“Hazardous Materials Laws” means any applicable federal, state or local Laws relating to Hazardous Material (including, without limitation, its handling, transportation or Release) or to human health and safety, industrial hygiene and the use of or exposure to Hazardous Materials.

“Improvements” means and the physical Construction on the Site and all buildings, structures, fixtures and other improvements required by the Construction Documents to be erected, built, placed, installed or constructed by Edgemoor upon or within the Site on or after the Effective Date pursuant to this Agreement to construct the PSF and the Civic Center Park.

“Indemnified Parties” means the City, Edgemoor, as the case may be, and, as the case may be, their respective boards, departments, affiliates, members, selected officials, partners, officers, directors, agencies, managers and other subdivisions, including, without limitation, all of the Agents and each of them.

“Indemnify” means defend, indemnify, and hold harmless.

“Initial Dispute Meeting” is defined in Section 10.13(b).

“Laws” shall mean all applicable laws, ordinances, rules, regulations, Permits and orders. The phrase “Law” shall be construed to mean the same as the above in the singular as well as the plural.

“Licensed Professional’s Certificate” is defined in Section 6.2.

“Loss” or “Losses” means any and all claims, demands, losses, liabilities, damages

(including foreseeable and unforeseeable damages), liens, obligations (except for obligations in the ordinary course pursuant to Permits), interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses (including, without limitation, Attorneys' Fees and Costs, and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise.

“Manufacturer Warranties” is defined in Section 5.22.

“Master Project Schedule” means the initial schedule of performance agreed between the Parties and attached as Attachment 5.15, subject to updates, extensions and adjustments as provided in this Agreement, including without limitation Article 2 and Sections 5.15 and 5.21.

“Material Adverse Effect” means any adverse impact that is more than immaterial, de minimus or negligible on the Project or any Edgemoor Responsible Party in connection with the performance of the Work or in connection with the Project.

“Material Damage Event” is defined in Section 4.1(c)(i).

“Maximum Completion Date” means, as applicable, those certain Maximum Completion Dates for either the PSF and the Civic Center Park as set forth on the Master Project Schedule, which in each case are 180 days from the applicable Target Completion Dates, in each case, which may be modified for an Extension.

“Monthly Report” is defined in Section 10.21.

“Notice to Proceed” is defined in Section 2.3.

“OCFA” means the Orange County Fire Authority.

“Outside Financial Closing Date” is defined in Section 3.3.

“Party” or “Parties” means the City and Edgemoor.

“Permits” means all permit(s), licenses and governmental approvals required to be obtained under applicable Law for the use or construction of the Project, including Exhibit A from Conditional Use Permit CUP-250-2023 and the Civic Center Revitalization Project, Initial Study/Mitigated Negative Declaration, each approved by the Planning Commission on December, 14, 2023.

“Person” means any individual, partnership, corporation (including, but not limited to, any business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity or association, the United States, or a Federal, State or political subdivision thereof.

“PLA” is defined in Section 5.23.

“Prime Rate” means the WSJ Prime Rate publicly announced from time to time by Wall Street Journal, and if such rate in its present form becomes unavailable, such similar reference rate

as may be agreed by the parties, acting reasonably.

“Project” means the Construction of the Improvements in accordance with the Project Requirements, including the Design Development Documents and Final Construction Documents.

“Project Agreement” is defined in the Preamble.

“Project Fund” means all amounts financed for the Project by GGPFA.

“Project Requirements” is defined in Section 5.2(c), as may be updated by the GMP Change Order or any other Change Order.

“Proposed Recovery Schedule” is defined in Section 5.15(c).

“PSF” is defined in Recital B.

“Punch List Items” is defined in Section 6.3.

“Recovery Schedule” is defined in Section 5.15(c).

“Regulatory Approval” means any authorization, approval or Permit required to develop the Project by any governmental agency having jurisdiction over the Site or the Improvements, including the [Orange County Public Works Division]. The term “Regulatory Approval” shall not include any authorization, approval or Permit required for the City’s use and occupancy of the Project, including without limitation any approvals required by the FDA, and any other applicable Federal, State, or local agencies.

“Release” when used with respect to Hazardous Material means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment.

“Required Element” is defined in Section 5.11(a).

“Required Warranties” are set forth in Attachment 5.22.

“Responsible Party” is defined in Section 4.4(c).

“Requisition” is defined in Section 2.7(a).

“RFQ” is defined in Recital B.

“Schedule of Values” is defined in Section 2.6.

“Schedule of Submittals” is the version of the schedule of submittals agreed by the Parties as part of the GMP Change Order.

“Setting Date” means (i) prior to the GMP Change Order execution, March 12, 2024 and (ii) thereafter, the date of submission of the GMP Change Order by Edgeomor for approval by the City.

“Site” is defined in Recital A.

“Site Map” is defined in Section 1.3.

“Specialties” is defined in Section 5.27(e).

“Standard of Care” means the level of skill, knowledge, care and diligence that a reasonably careful Person (including architects and engineers) would use under similar circumstances.

“Substantial Completion” or “Substantially Completed” is defined in Section 6.2.

“Target Completion Date(s)” means, as applicable, those certain Target Completion Dates for the PSF and the Civic Center Park as set forth on the Master Project Schedule, in each case, which may be modified by an Extension or otherwise in accordance with this Agreement.

“Term” is defined in Section 1.4.

“Total Available Funds” is defined in Recital E.

“Transfer” is defined in Section 8.1.

“Work Area” means the portion of the Site on which Edgemoor is obligated to perform, or is performing, Construction as identified in Attachment A-2.

“Work” is defined in Recital F.

*Remainder of page intentionally left blank.
Signatures on following page.*

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly appointed representatives as of the date first above written.

City:

CITY OF GARDEN GROVE,
a municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth PC
Special Counsel to City

Woodruff & Smart
City Attorney
By Omar Sandoval

Edgemoor:

EDGEMOOR GARDEN GROVE CIVIC PARTNERS LLC,
a Maryland limited liability company

By: _____
Brian Dugan
Authorized Representative

By: _____
Frank J. Baltz
Authorized Representative

Attachments to the Project Agreement with Edgemoor Garden Grove Civic Partners LLC for the design and construction of the Civic Center Revitalization Project including a new Public Safety Facility, Parking Garage, and a new Civic Center Park are available at the link below.

<https://ggcity.org/open-gov/civic-center-attachments>

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Amir El-Farra
Dept.: City Manager Dept.: Police Chief
Subject: Second Reading of Ordinance No. 2953 Date: 3/26/2024

Attached for second reading is Ordinance No. 2953 recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2953	3/19/2024	Ordinance	2953_GG_Ordinance_Amending_GGPD_Military_Equipment_Use_Policy_Amendment_to_Attachment_706.5.docx

ORDINANCE NO. 2953

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING AN AMENDMENT TO ATTACHMENT 706.5 OF THE GARDEN GROVE POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE 7071

City Attorney Summary

This Ordinance approves an amendment to Attachment 706.5 of the Garden Grove Police Department Military Equipment Use Policy, which replaces the Police Department's Sig Sauer MCX rifles with Geissele Super Duty AR-15 rifles for use by the Department's SWAT team.

WHEREAS, the mission of the Garden Grove Police Department (Department) is to provide the highest quality police services to the communities it serves; and

WHEREAS, the Department values transparency and public input, and welcomes open dialogue about its practices and operations; and

WHEREAS, the preservation and sustainability of public safety, civil rights, and officer safety is paramount; and

WHEREAS, the Department responds to a wide variety of critical incidents, instances of civil unrest, and life and death situations, and operates in numerous unpredictable, dynamic environments; and

WHEREAS, a variety of equipment options is needed for safe and effective resolution of those situations; and

WHEREAS, each situation is evaluated by incident commanders or supervisors who, based on circumstances and Department directives, determine which equipment should be used; and

WHEREAS, the Department's diverse catalogue of military equipment, as defined in state law, and associated training gives police officers the confidence and capability to deescalate volatile situations, enhance the safety of the public and officers, and bring critical incidents to a safe resolution; and

WHEREAS, from time to time, the Department may be asked to assist or need to be assisted by other law enforcement agencies, which may include use of military equipment, as defined in state law; and

WHEREAS, partnerships with other law enforcement agencies are an integral part of maintaining the continuity of public safety within the region; and

WHEREAS, Assembly Bill 481 (AB 481) became effective on January 1, 2022; and

WHEREAS, AB 481 defines military equipment in Government Code section 7070(c) to include a wide range of equipment as described in the Department's Military Equipment Policy 706; and

WHEREAS, AB 481 requires the Department to obtain the approval of the City Council by an ordinance adopting its Policy 706 prior to requesting military equipment from the federal government, seeking funds for military equipment, including grants and donations, acquiring military equipment, collaborating with another law enforcement agency in the use of military equipment in Garden Grove, using any new or existing military equipment in a manner not previously approved by the City Council, or entering into an agreement for funding, receipt, acquisition, use of, or collaboration in the use of military equipment; and

WHEREAS, to promote public safety, civil rights, and officer safety, the Department desires to continue using, seeking funding for, acquiring, and collaborating, when necessary, with other law enforcement agencies, in the use of the military equipment described in its Policy 706; and

WHEREAS, on November 14, 2023, the Council adopted Ordinance No. 2944 approving the Department's Military Use Policy Policy 706; and

WHEREAS, the Department has requested an amendment to Attachment 706.5 (Military Equipment Inventory) of Policy 706 to replace its Sig Sauer MCX rifles with Geissele Super Duty AR-15 rifles for use by the Department's SWAT team; and

WHEREAS, the Council has examined the Department's Policy 706 and finds that the Police Department has submitted all information described in Government Code section 7070(d) and 7072(a), enabling the City Council to make the findings in this ordinance; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council finds that the military equipment described in Policy 706 and military equipment inventory is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council further finds that Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council further finds that continued use of existing and revised military equipment and purchase of military equipment described in Policy 706 is reasonably cost effective compared to available alternatives that can achieve the same objective

of officer and civilian safety; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council further finds that the Department will ensure use of existing military equipment described in Policy 706 will comply with the policy in the future; and

WHEREAS, the Department's Policy 706 including Attachment 706.5 has been published on the Garden Grove Police Department's internet website since February 8, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The foregoing recitals are hereby incorporated in full and adopted as the City Council's findings pertaining to the Garden Grove Police Department's Military Equipment Use Policy.

SECTION 2: Based on the above recitals and findings, and the information provided to the City Council at the public meeting, the City Council determines that Policy No. 706 of the Garden Grove Police Department and revised Attachment 706.5 complies with standards for approval under Government Code section 7071:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. Policy No. 706 will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All military equipment use prior to the adoption of Policy No. 706 complied with applicable Department policy in effect at that time, and adoption of Policy No. 706 and revised Attachment 706.5 will ensure future compliance.

SECTION 3: Garden Grove Police Department Policy No. 706 and revised Attachment 706.5 pertaining to Military Equipment, establishing the Department's Military Equipment Use Policy is hereby approved and adopted.

SECTION 4: The City Council approves seeking funds for military equipment described in Policy No. 706 and revised Attachment 706.5, including grants and donations, acquiring military equipment described in Policy No. 706, collaborating as needed with another law enforcement agency in the deployment

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NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE