

Tuesday, October 22, 2024, 5:00 PM
6650 Beach Boulevard
Buena Park, CA 90621

**BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA**

**5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.**

1. GENERAL

1A. CALL TO ORDER

1B. ROLL CALL

1C. INVOCATION

— Pastor Don Harbert, BPPD Police Chaplain and The Way Fellowship

1D. PLEDGE OF ALLEGIANCE

— Matt Foulkes, Director of Community and Economic Development

1E. CITY MANAGER REPORT

— Aaron France, City Manager

2. PRESENTATIONS

2A. PRESENTATION OF PROCEEDS FROM THE 2024 FALLEN FOUR GOLF TOURNAMENT TO THE AMERICAN CANCER SOCIETY AND GIVING CHILDREN HOPE

2B. PRESENTATION OF BUENA PARK YOUTH THEATRE FALL PRODUCTION OF DISNEY HIGH SCHOOL MUSICAL ON STAGE

3. ORAL COMMUNICATIONS

3A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any item on the Regular Meeting Agenda only. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber. Those wishing to speak using the videoconferencing feature are asked to raise your hand now by either dialing *9 or using the raise hand feature.

4. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special City Council Meeting of October 2, 2024, and Special and Regular City Council Meetings of October 8, 2024.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving the Claims and Demands.

4C. PROCLAMATION RECOGNIZING OCTOBER 20 - 26, 2024 AS CHILDHOOD LEAD POISONING PREVENTION WEEK

— Recommended Action: Approve Proclamation.

4D. FINAL PAYMENT TO M.J. ELLS CONSTRUCTION, INC. FOR THE STAGE STOP BUILDING REPAIR PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to M.J. Ells Construction, Inc. in the amount of \$6,561.50; and 2) Direct the Public Works Department to file a Notice of Completion.

4E. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE TRIMMING

— Recommended Action: 1) Approve Amendment No. 1 to Professional Services Agreement (PSA) 21-40 with West Coast Arborists, Inc. for tree trimming services in the amount of \$340,000; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget amendment in the amount of \$20,500 from the General Fund.

4F. CONTRACT WITH SOCALREN AND WATER HEATER WAREHOUSE FOR WATER HEATER REPLACEMENTS AT VARIOUS CITY FACILITIES

— Recommended Action: 1) Approve participation in the Southern California Regional Energy Network (SoCalREN) incentive program to replace six City water heaters with energy efficient heat pump water heaters; 2) Adopt a resolution waiving competitive bidding and authorizing a contract with SoCalREN's preferred contractor, The Water Heater Warehouse, LLC; 3) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the contract; 4) Authorize the City Manager and City Clerk to execute a contract with Water Heater Warehouse in an amount not to exceed \$151,239.21, of which \$137,303.34 is to be paid directly through the SoCalREN incentive program, \$10,835.87 to be paid by the City of Buena Park, and \$3,100 to be paid by the TECH Clean California incentive program; and 5) Authorize the City Manager to take such other actions as are reasonably necessary or required to participate in the incentive program and complete the project.

4G. AMENDMENT NO. 4 TO LICENSE AGREEMENT WITH MGPXII BUENA PARK CENTER, LLC (MERLONE GEIER) FOR USE OF 8150 LA PALMA FOR THE BUENA PARK FARMERS MARKET

— Recommended Action: 1) Approve Amendment No. 4 to the license agreement with MGP XII Buena Park Center, LLC ("Merlone Geier") for use of the site at 8150 La Palma Avenue for the Buena Park Farmers Market; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and 3) Authorize the City Manager and City Clerk to execute the agreement.

4H. RESOLUTION AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE (UASI) GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF BUENA PARK

To designate and authorize staff to execute the FY 2023 Urban Area Security Initiative grant agreement documents on behalf of the City of Buena Park. Persons in the designated positions will be authorized to execute all documents associated with the administration of grants and training opportunities awarded to Buena Park, or to apply for grants or grant-related activities available to the City's public safety entities.

— Recommended Action: 1) Adopt a resolution authorizing the Police Chief or his designee to execute Urban Area Security Initiative (UASI) grant documents for and on behalf of the City of Buena Park; 2) Authorize the City Manager, Police Chief or designated persons within the Buena Park Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City; 3) Approve an agreement with the City of Santa Ana for transfer or purchase of equipment/services or reimbursement of training costs; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 5) Authorize the Police Chief to execute the agreement.

5. NEW BUSINESS

5A. PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR THE DEVELOPMENT OF THE BUENA PARK SAFE ROUTES TO SCHOOL PLAN

— Recommended Action: 1) Approve Professional Services Agreement (PSA) 24-10 with Kimley-Horn and Associates, Inc. for the Development of the Buena Park Safe Routes to School Plan in the amount of \$432,017.82; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Appropriate \$433,000 from the undesignated General Fund balance for this purpose.

5B. RECEIVE AND FILE A DRAFT REPORT REGARDING THE BUENA PARK STAFFING AND ORGANIZATIONAL ASSESSMENT

— Recommended Action: 1) Receive and file a draft report.

5C. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 1.12 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO CITY LOGOS, AND A RESOLUTION ADOPTING OFFICIAL LOGOS FOR THE CITY'S OFFICE OF SUSTAINABILITY

– Recommended Action: 1) Adopt an ordinance amending Section 1.12.050 of the Buena Park Municipal Code relating to official logos, logotypes, and patches of the City of Buena Park; and 2) Adopt a resolution related to official logos for the City of Buena Park's Office of Sustainability and its associated programs.

5D. CONSIDERATION OF AN ASSIGNMENT AND SECOND AMENDMENT TO AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT (AHDDA) WITH C&C DEVELOPMENT

The City Council will consider approving an Assignment and Second Amendment to the Disposition and Development Agreement with C&C Development concerning the City-owned property located at 7101 Lincoln Avenue, Buena Park, CA.

– Recommended Action: 1) Approve an Assignment and Second Amendment to the Affordable Housing Disposition and Development Agreement with C&C Development to subordinate the City's security interest in the property to project loans issued by the County of Orange; and ,2) Authorize the City Manager , City Attorney and City Clerk to finalize and execute a Second Amendment and take related actions to implement the change in lien priority.

6. PUBLIC HEARING

No Items

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. RECESS

8A. RECESS

9. STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION FOR TRAFFIC CONCERNS NEAR TAMARACK WAY/DALE STREET/LA PALMA AVENUE

9B. DISCUSS AND PROVIDE DIRECTION REGARDING AN EVALUATION OF THE NEED FOR AN ADULT SCHOOL CROSSING GUARD AT THE INTERSECTIONS OF CAMELLIA DRIVE AT COLUMBINE CIRCLE/PERIWINKLE DRIVE AND CAMELLIA DRIVE AT CALLALILY CIRCLE

9C. DISCUSS AND PROVIDE DIRECTION REGARDING A PILOT PROGRAM FOR RESIDENTIAL WILDLIFE SPRAY DETERRANT DEVICES

10. CITY MANAGER REPORT

10A. CITY MANAGER REPORT

11. COMMISSION & COMMITTEE UPDATES

11A. COMMISSION & COMMITTEE UPDATES

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body. In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의회 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스페인어, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: October 17, 2024



City Council Regular Meeting Agenda Report

A. APPROVAL OF MINUTES

| Meeting | Agenda Group |
|------------------------------------|------------------------------------|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4A. |
| Presented By | Prepared By |
| Anna Badillo, Assistant City Clerk | Anna Badillo, Assistant City Clerk |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

Approve the Minutes of the Special City Council Meeting of October 2, 2024, and Special and Regular City Council Meetings of October 8, 2024.

Attachments

[2024-10-02 CC M 12PM.pdf](#)

[2024-10-08 CC M 330PM.pdf](#)

[2024-10-08 CC M 5PM.pdf](#)

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD OCTOBER 2, 2024

Vol. 54 Pg. 128

1. CALL TO ORDER

The City Council met in a special meeting on Wednesday, October 2, 2024, at 12:00 p.m., in the Knott's Berry Farm Hotel, 7675 Crescent Avenue, Buena Park, California, Mayor Sonne presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Brown, Traut, Ahn, Sonne
ABSENT: None

1C. PRESENTATION OF COLORS

The presentation of colors was performed by the Buena Park Police Department Color Guard.

1D. FLAG SALUTE

The flag salute was led by Police Chief Frank Nunes.

1E. UNITED STATES OF AMERICA NATIONAL ANTHEM

The singing of the United States of America National Anthem was led by Shay Tiettmeyer.

2A. ORAL COMMUNICATIONS

Director of Government and Community Relations/City Clerk Jimenez announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council.

Christie Brown, Savanna School District Board Member and Buena Park resident, thanked City staff for a successful State of the City.

Helen Medina, Buena Park Library Director and Buena Park resident, thanked the City and Buena Park Police Department for their hard work and service.

There being no additional requests to speak, Mayor Sonne closed oral communications.

3. NEW BUSINESS

3A. IF I WERE MAYOR CONTEST PRESENTATIONS

Director of Government and Community Relations/City Clerk Jimenez provided a brief introduction of the City's newest youth engagement program, "If I Were Mayor." This year's contest theme highlighted the City's sustainability efforts, and sought the participants' creativity in expressing their vision of a more sustainable Buena Park through essay and art. The City received over 100 essays and 100 poster entries.

Mayor Sonne acknowledged the attendance of some of the contest winners and presented the awards to the following: Ryan Shin, Tanya Banwait, Chaemin Park, Hailey Yoon, Evelyn Ann Le, and Jia Yu.

3B. 2024 STATE OF THE CITY ADDRESS

City Manager France introduced the Members of the City Council, their spouses, and family members. City Manager France also acknowledged the presence of Congresswoman Michelle Steel, Assemblywoman Sharon Quirk-Silva, and their respective representatives.

Mayor Sonne and City Manager France delivered the 2024 State of the City address and highlighted Buena Park's upcoming local election, general fund budget, general fund reserve, Koreatown designation, Capital Improvement Projects, housing developments, entertainment and activities, new and ongoing programs, education, and public safety.

ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 1:06 p.m.

Mayor

ATTEST:

City Clerk

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD OCTOBER 8, 2024

Vol. 54 Pg. 128

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, October 8, 2024, at 3:30 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Sonne presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Brown, Traut, Ahn, Sonne

ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Brown.

2A. ORAL COMMUNICATIONS

Mayor Sonne announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Sonne closed oral communications.

3. CLOSED SESSION

Mayor Sonne stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Gov. Code Section 54956.9 (d)(1); Name of Case: Butterfly Pavilion, LLC, et al. v. City of Buena Park, et al.; Case No. 30-2023-01334465-CU-BT-WJC

3B. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov. Code Section 54957.6; Agency Negotiator: Eddie Fenton, Assistant City Manager/Director of Human Resources; Employee Organization: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Association; Buena Park Police Management Association; and, Buena Park Unrepresented Employees

Mayor Sonne reconvened the meeting in open session and it was announced that no reportable action was taken for Item Nos. 3A and 3B.

ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 4:11 p.m.

Mayor

ATTEST:

City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD OCTOBER 8, 2024

Vol. 54 Pg. 130

1. GENERAL

The City Council met in a regular session on Tuesday, October 8, 2024, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Sonne presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Brown, Traut, Ahn, Sonne
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. INVOCATION

The Invocation was led by Rabbi Lawrence Goldmark.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Sara Copping, Director of Convention Visitor's Bureau.

1E. CITY MANAGER REPORT

City Manager France reported the following:

- Director of Government and Community Relations/City Clerk Jimenez informed the public regarding a Candidate Forum, hosted by the League of Women Voters, that will be held on Thursday, October 10, 2024, 7:00 p.m. at the Buena Park City Hall Council Chamber. The Candidate Forum will be livestreamed and available on the City website at www.buenapark.com. Additionally, Director Jimenez provided an election update including candidate information, voter registration, voter information guide, vote-by-mail ballots, and opening of ballot drop boxes and vote centers. It was noted that the deadline to register to vote is Monday, October 21, 2024. All Orange County voters are encouraged to sign up for *OC Ballot Express* to track their vote-by-mail ballot and receive notifications via text or email. Lastly, the public may contact the City Clerk's Office for any election-related questions, and may visit the City website for candidate and Measure R information.
- The public is advised to contact the Community Services Department to submit their nominations for the Halloween Home Decorating Contest from October 7-20, 2024.
- OCFA Open House, Station 61, Saturday, October 12, 2024.

2. PRESENTATIONS

2A. PROCLAMATION RECOGNIZING OCTOBER 18-20, 2024 AS SILVERADO DAYS

Council Member Brown presented a Proclamation recognizing October 18-20, 2024 as Silverado Days to the Buena Park Noon Lions Club.

2B. PROCLAMATION RECOGNIZING OCTOBER 2024 AS BREAST CANCER AWARENESS MONTH

Vice Mayor Ahn presented a Proclamation recognizing October 2024 as Breast Cancer Awareness Month to Providence St. Jude Medical Center.

2C. PROCLAMATION RECOGNIZING OCTOBER 6-12, 2024 AS FIRE PREVENTION WEEK

Council Member Traut presented a Proclamation recognizing October 6-12, 2024 as Fire Prevention Week to OCFA Division Chief Steve Dohman.

Chief Dohman thanked the City Council for the Proclamation and invited the community to the OCFA Open House at Station 61 on Saturday, October 12, 2024, 9:00 a.m.–12:00 p.m.

2D. IF I WERE MAYOR ESSAY AND POSTER CONTEST

Item pulled.

2E. NORTH ORANGE COUNTY CHAMBER OF COMMERCE AWARD PRESENTATION

NOCC President and CEO Andrew Gregson and staff presented an award to Mayor Sonne for her service and inspirational leadership to the Buena Park community; and, presented an award to City Manager France for his leadership and unwavering commitment to the City.

3A. ORAL COMMUNICATIONS

Mayor Sonne announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council.

Dr. Elizabeth Swift, Buena Park resident, spoke regarding a request to establish Preferential Parking District (PPD) on Brenner Avenue.

Racquel De Leon, Buena Park resident, spoke regarding her parking concerns along Brenner Avenue, and its effect on trash pickup and street sweeping.

Kevin, Buena Park resident, spoke regarding his parking concerns along Brenner Avenue caused by Hilton Hotel staff.

Dr. Julianne Lee, Buena Park School District Superintendent, spoke regarding Measure M – Buena Park School District, School Safety, Renovation and Construction Measure.

Lisette, Buena Park resident, spoke regarding her and her parents' parking concerns along Brenner Avenue and Melrose Avenue, and requested that the City Council consider permit parking on the said streets to alleviate overcrowding and inconvenience caused by the staff and customers of Hilton Hotel.

Art Montez, Buena Park resident, spoke regarding a request to fix the communications system in the City in preparation for future emergencies and in support of City of Buena Park Measure R – Public Safety/Essential Services.

Robert Shreeves, Buena Park resident, spoke regarding his parking concerns on Brenner Avenue caused by Hilton Hotel, and in support of permit parking on the said street.

Maria, Buena Park resident, spoke regarding her experience of a parking nuisance wherein she was unable to leave the house at a time of emergency, and requested the City Council establish Preferential Parking District on Brenner Avenue.

There being no additional requests to speak, Mayor Sonne closed oral communications.

Council Member Traut asked about the timeline of proceeding with establishing a PPD.

Director of Public Works/City Engineer Mikhael explained an estimated timeline of establishing a PPD and distribution of parking permits.

City Manager France indicated that PPDs are typically reviewed by the Traffic and Transportation Commission. However, a Commission review could be omitted with City Council direction.

4. CONSENT CALENDAR (4A – 4F)

Mayor Sonne announced that Consent Calendar Item Nos. 4A through 4F would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. There being no requests for separate consideration, the following action was taken on Item Nos. 4A – 4F:

MOTION: Brown
SECOND: Traut
AYES: Brown, Traut, Ahn, Sonne
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4F be approved.

Minutes**4A. APPROVAL OF MINUTES**

Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of September 24, 2024.

APPROVED the recommended action.

Finance 75**4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS**

Recommended Action: Adopt Resolutions approving Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 14905

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$2,001,658.78 DEMAND NOS. 426955 THROUGH 427177 CANCELLED NOS. 423671, 426345 AND 426762

RESOLUTION NO. 14906

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,051,271.97 COVERING REGULAR PAYROLL ENDING SEPTEMBER 13, 2024

Proclamations 119**4C. PROCLAMATION RECOGNIZING OCTOBER 18-20, 2024 AS SILVERADO DAYS**

Recommended Action: Approve Proclamation.

APPROVED the recommended action.

Proclamations 119**4D. PROCLAMATION RECOGNIZING OCTOBER 2024 AS BREAST CANCER AWARENESS MONTH**

Recommended Action: Approve Proclamation.

APPROVED the recommended action.

Proclamations 119**4E. PROCLAMATION RECOGNIZING OCTOBER 6-12, 2024 AS FIRE PREVENTION WEEK**

Recommended Action: Approve Proclamation.

APPROVED the recommended action.

Public Works Proj. 125**4F. REJECT ALL BIDS AND RE-ADVERTISE FOR THE PEAK PARK WATER WELL DRILLING PROJECT**

Recommended Action: 1) Reject all bids; and, 2) Authorize the City Clerk to re-advertise the project for bids.

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5B)**Contracts 70 C-3561 Public Works Proj. 125 PW-965****5A. FINAL PAYMENT TO ROY ALLAN SLURRY SEAL, INC. FOR THE 2023-2024 ANNUAL SLURRY SEAL PROJECT**

Recommended Action: 1) Accept the project as complete and approve a final payment to Roy Allan Slurry Seal, Inc. in the amount of \$267,260.65; and, 2) Direct the Public Works Department to file a Notice of Completion.

Principal Engineer Alqam provided a report regarding the completion of the 2023-2024 Annual Slurry Seal Project. Work limits of the 2023-2024 Annual Slurry Seal Project included the areas north of Lincoln Avenue, south of Crescent Avenue, in between Los Altos Drive and Valley View Street. Roy Allan Slurry Seal, Inc. completed the Project and submitted a bill for work completion dated September 16, 2024. The final contract cost for this project is \$281,327, which included change orders and quantity changes. It was recommended that the City Council accept the project as complete and turn the public facility over to the City for maintenance and operation.

MOTION: Brown
SECOND: Ahn
AYES: Brown, Ahn, Traut, Sonne
NOES: None

MOTION CARRIED to approve the recommended action.

Contracts 70 C-3529**5B. AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC ENGINEERING, INC. FOR THE MAGNOLIA AVENUE WATER MAIN INTERCONNECT PROJECT**

Recommended Action: 1) Approve Amendment No. 2 to Professional Services Agreement No. 23-07 with Civiltec Engineering, Inc. in the amount of \$12,120; 2) Authorize the City Manager and City Attorney to make any necessary nonmonetary changes to the amendment; and, 3) Authorize the City Manager and City Clerk to execute the amendment.

Assistant Engineer Tran provided a report regarding an amendment to the Professional Services Agreement with Civiltec Engineering, Inc. for the Magnolia Avenue Water Main Interconnect Project. The project scope includes establishing a connection between the Magnolia Avenue water main and the City of Fullerton's system to offer additional water source, enhance redundancy for fire flow needs, and mitigate pressure loss in the event of a main break. Under the current PSA with Civiltec Engineer, Inc., construction support services are provided throughout the duration of the project. Nevertheless, additional support is needed to review additional construction submittals related to electrical work. It was recommended that the City Council approve Amendment No. 2 to Professional Services Agreement No. 23-07 with Civiltec Engineering, Inc. in the amount of \$12,120 to cover the necessary additional work.

MOTION: Traut
SECOND: Sonne
AYES: Traut, Sonne, Ahn, Brown
NOES: None

MOTION CARRIED to approve the recommended action.

6. PUBLIC HEARING

No Public Hearing Items.

7. MAYOR/CITY COUNCIL REPORTS AND CALENDAR

7A. REPORT

Council Member Brown reported the following:

- September 26 OCCOG Board Meeting
- September 27 NOCC Small Business Forum
- October 2 Buena Park State of the City
- October 3 NOCC SHE Influences Conference and Business Expo
- October 5 Buena Park Noon Lions Silverado Ball

Council Member Traut commended Mayor Sonne, City Manager France, and the City Manager's Office staff for a successful State of the City. Additionally, Council Member Traut and Mayor Sonne jointly calendared a review and discussion of permit parking on Brenner Avenue and Melrose Avenue.

Vice Mayor Ahn reported the following:

- September 25 OC Sanitation District Board Meeting
- September 28 Friendly Center's One Heart Gala
- October 2 Buena Park State of the City
- October 3 NOCC SHE Influences Conference and Business Expo
- October 3 OCPA Open House and Annual Celebration
- October 5 Buena Park Noon Lions Silverado Ball

Vice Mayor Ahn acknowledged the NOCC for sponsoring the SHE Influences Conference and Business Expo.

Mayor Sonne reported the following:

- September 26 OC Black Chamber of Commerce 40th Anniversary Banquet
- September 28 Friendly Center's One Heart Gala
- October 2 Buena Park State of the City
- October 3 OCPA Open House and Annual Celebration
- October 4 Magnolia High School Freight Farming Ribbon Cutting
- October 5 Buena Park Noon Lions Silverado Ball

Mayor Sonne attended the October 3, 2024 OCPA Open House and Annual Celebration wherein Buena Park Middle School was awarded a Bright Futures grant in the amount of \$20,000. Also, Mayor Sonne calendared parking solutions for the area south of Crescent Avenue, between Western Avenue and Beach Boulevard.

8. RECESS/RECONVENE

Mayor Sonne recessed the meeting at 5:57 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:07 p.m.

9. STUDY SESSION (9A – 9C)

9A. DISCUSS AND PROVIDE DIRECTION REGARDING BEL AIR STREET TRAFFIC CALMING OPTIONS

Assistant City Engineer Arabolu introduced Traffic Consultant Paul Martin to present the Bel Air Street traffic calming options.

Paul Martin, Traffic Consultant, discussed residents' concerns regarding speeding and traffic safety on Bel Air Street. City staff conducted a field review of the existing conditions in the area, implemented traffic calming measures to address some concerns, and collaborated with the Police Department to enforce traffic regulations. Despite these efforts, residents continue to express their concerns on speeding issues. City staff introduced several engineering treatments beyond the standard measures typically used on residential streets as well as explored pursuing a grant to implement traffic-calming measures on the roadway. On September 9, 2024, a traffic forum was conducted to discuss concerns, ideas for improvements, and plans for a grant application to secure funding for planning and implementation of possible solutions. The consultant team presented an overview of the grant application, including an anticipated project schedule, assuming the application was selected for funding and gathered feedback from residents. Ultimately, residents requested for installation of speed humps or other traffic calming options on Bel Air Street. Mr. Martin explained the advantages and disadvantages of speed humps, and listed the existing speed hump policies in Orange County. Furthermore, Mr. Martin described potential Bel Air Street Traffic Calming Treatments for City Council's consideration.

Mayor Sonne asked about the timeframe police officers were out surveying traffic on Bel Air Street; impact of speed humps on service vehicles; other Orange County cities with speed humps as part of their traffic mitigation and liabilities reported; and speed cushions as a better option.

Captain Nguyen indicated that a speed trailer was placed on Bel Air Street for three full days to monitor speed of traffic and collect data needed for this study. Police officers also patrolled the subject area during daylight.

Police Chief Nunes mentioned that according to the data collected, speeding occurred between 5:00 p.m. and 9:00 p.m.

Assistant City Engineer Arabolu stated that according to a previous discussion by the Traffic and Transportation Commission, the City's waste management contractor, BPPD, and OCFA expressed their opposition to the installation of speed humps due to the difficulty in maneuvering heavy vehicles. As for reports on liabilities due to speed humps, staff did not have any information to provide. However, the list provided indicates a few of the cities with speed hump policies. Speed cushions, on the other hand, are less intrusive. The only disadvantage on speed cushion is that vehicles tend to swerve around them.

City Manager France explained that there would not be any issues in terms of service delivery.

Council Member Traut spoke in support of speed humps and speed cushions; and, for the City Council to consider to bring back a future discussion on a Citywide policy pertaining to speed humps.

Council Member Brown spoke in opposition to the installation of speed humps in the City.

Vice Mayor Ahn spoke in support of speed cushions and its effectiveness in mitigating speeding concerns. Vice Mayor Ahn also spoke in support of developing a Citywide policy for speed humps or other traffic calming measures.

Following the discussion, the City Council directed staff to evaluate traffic calming treatments for Bel Air Street; and, develop a Citywide policy for traffic calming measures.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING ELECTRIFYING LAWN EQUIPMENT

Sustainability Manager Thai provided a report regarding electrifying lawn equipment. The state legislature approved Assembly Bill No. 1346, which banned the sale of gas-powered lawnmowers and leaf blowers effective January 1, 2024. While homeowners and businesses will still be permitted to use gas-powered equipment after that date, they will no longer be able to purchase such equipment in California. The Climate Action Commission was directed by the City Council to discuss and provide recommendations on potential code amendment and program details. At its July 2, 2024 meeting, the Commission moved to recommend to develop a four-year transition plan to electric lawn equipment, and funding outreach efforts for Buena Park residents, businesses based in Buena Park, and businesses licensed to work in the City. It was noted that the initial phase of the plan would involve the transition of City-owned and City-contracted equipment to an electric alternative followed by City contractors and Buena Park businesses in years 2 and 3, and small equipment owned by residents in year 4. The City, along with residents and businesses, would be able to take advantage of various rebates offered by the South Coast Air Quality Management District (AQMD) to reduce equipment transition costs. Sustainability Manager Thai highlighted that City staff will work collaboratively with stakeholders to develop implementation guidelines, outreach materials, and enforcement mechanisms for the proposed transition. A review and consideration of a Municipal Code amendment will also be agendized at a future noticed public hearing.

Vice Mayor Ahn asked about qualifications for the rebate program.

Mayor Sonne asked about the effort of electrifying lawn equipment being part of the Climate Action Adaptation Plan.

Council Member Traut spoke in support of electrifying lawn equipment and the benefits of this effort to the individuals working directly with such equipment and the community in general.

Sustainability Manager Thai explained the rebate program offered by the South Coast Air Quality Management District. To qualify, residents and businesses are required to surrender their gas-powered equipment and show proof to AQMD. Moreover, Sustainability Manager Thai indicated there is a possibility for this effort to be highlighted in the Climate Action Adaptation Plan if 1.3 million pounds of carbon dioxide is reduced before the Plan is presented.

Director of Community and Economic Development indicated that the program will begin with education. Staff will notify workers while they are out in the field and the community through use of mailers.

City Manager France sought City Council feedback on the recommended \$40,000 City-rebate program and an additional \$10,000 to assist small businesses that are licensed to work in the City.

The City Council expressed support for the \$50,000 allocated for City-rebate program.

Following the discussion, the City Council directed staff to proceed with the transition plan recommended by the Climate Action Commission and a review and consideration of a Municipal Code amendment electrifying lawn equipment.

9C. DISCUSS AND PROVIDE DIRECTION REGARDING A MILITARY BANNER PROGRAM

Community Services Coordinator Reyes-Sanchez provide a report regarding a Military Banner Program. The proposed Military Banner Program would honor and recognize Buena Park active duty military personnel, and their banners would be displayed on City light poles. Community Services Coordinator Reyes-Sanchez discussed the two existing street banner programs. One program aims to recognize veterans who died in line of duty, and the other to recognize Buena Park High School's Top 25 Graduates. The City's current banner measurement, estimated production and installation hardware costs for each banner, and suggested locations were also noted. Staff conducted a comprehensive study of Military Banner Programs in neighboring cities and found some universally-shared criteria. Moreover, the Community Services Commission recommended a fee structure, banner format, length of display, and locations for the Military Banner program. Based on the aforementioned recommendations, Community Services Coordinator Reyes-Sanchez explained staff's proposed specifics for each category, and sought City Council direction to proceed with the implementation of the Military Banner Program which is proposed to begin in Spring 2025.

Mayor Sonne asked about the number of banners that could be displayed in the locations identified; and, suggested that military families not be charged for the display of banners.

Vice Mayor Ahn asked about the fees associated with the display of banners.

Council Member Traut spoke in support of the recommendation of the Community Services Commission and suggested the banners be displayed at a high-traffic location.

Community Services Coordinator Reyes-Sanchez explained that the number of banners displayed depends on the location. There is an estimate of 68 light poles in the locations identified. As for the fees associated with the display of banners, the \$440 is based on the estimated cost of the banner and installation hardware.

Following the discussion, the City Council directed staff to proceed with the implementation of the Military Banner Program, waving any associated fees, which is proposed to begin in Spring 2025.

10. CITY MANAGER REPORT

City Manager France reported about the Walk to School Day at Dysinger Elementary School and San Marino Elementary School on Wednesday, October 9, 2024, 7:30 a.m.

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk had nothing to report.

12. ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 7:09 p.m.

Mayor

ATTEST:

City Clerk

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

| Meeting | Agenda Group |
|------------------------------------|---------------------------------|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4B. |
| Presented By | Prepared By |
| Sung Hyun, Director of Finance | Sung Hyun, Director of Finance |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

[Claims 427178-427374 reso.pdf](#)

[Claims 427178-427374 att1of2 resolist.pdf](#)

[Claims 427178-427374 att2of2 voids.pdf](#)

[Claims PR092724 retiree reso.pdf](#)

[Claims PR092724 retiree att1of1 resolist.pdf](#)

[Claims PR100424 reso.pdf](#)

[Claims PR100424 att1of1 resolist.pdf](#)

[Claims PR101824 reso.pdf](#)

[Claims PR101824 att1of1 resolist.pdf](#)

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$3,091,457.76 DEMAND NOS., 427178 THROUGH 427374 CANCELLED NOS 426811 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: That claims and demands Nos.427178 through 427374 the sum of \$3,091,457.76 set forth on the 14-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 10/09/2024
TIME: 14:03:02

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20241003 00:00:00.000' and '20241009 00:00:00.000'
ACCOUNTING PERIOD: 4/25

FUND - 11 - GENERAL FUND

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| 1011 | 426811 | V 09/11/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | -655.24 |
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| 1011 | 426811 | V 09/11/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | -14.44 |
| 1011 | 426811 | V 09/11/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | -30.99 |
| 1011 | 426811 | V 09/11/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | -77.48 |
| 1011 | 426811 | V 09/11/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | -110.69 |
| 1011 | 426811 | V 09/11/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | -119.45 |
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| 1011 | 426811 | V 09/11/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | -545.69 |
| TOTAL CHECK | | | | | | | 0.00 | -3,005.44 |
| 1011 | 427179 | 10/09/24 | 10002097 | 4 IMPRINT, INC. | 11 | ITEM#139760 - GROWABLE | 44.37 | 566.87 |
| 1011 | 427179 | 10/09/24 | 10002097 | 4 IMPRINT, INC. | 11 | SET-UP CHARGE | 0.00 | 50.00 |
| 1011 | 427179 | 10/09/24 | 10002097 | 4 IMPRINT, INC. | 11 | FREIGHT | 0.00 | 24.04 |
| TOTAL CHECK | | | | | | | 44.37 | 640.91 |
| 1011 | 427180 | 10/09/24 | 10005077 | JAVIER GOMEZ | 731150 | CFORMS/WEB APP/OCT24 | 0.00 | 400.00 |
| 1011 | 427181 | 10/09/24 | 10003794 | A T & T | 126143 | 9391026072 SEP-24 | 0.00 | 30.42 |
| 1011 | 427181 | 10/09/24 | 10003794 | A T & T | 170670 | 9391054290 SEP-24 | 0.00 | 30.43 |
| 1011 | 427181 | 10/09/24 | 10003794 | A T & T | 126143 | 9391026070 SEP-24 | 0.00 | 59.29 |
| 1011 | 427181 | 10/09/24 | 10003794 | A T & T | 170670 | 9391026049 SEP-24 | 0.00 | 214.84 |
| 1011 | 427181 | 10/09/24 | 10003794 | A T & T | 660241 | 9391026088 SEP-24 | 0.00 | 232.48 |
| 1011 | 427181 | 10/09/24 | 10003794 | A T & T | 170670 | 9391031458 SEP-24 | 0.00 | 311.10 |
| TOTAL CHECK | | | | | | | 0.00 | 878.56 |
| 1011 | 427182 | 10/09/24 | 10004528 | A T & T | 170670 | 149868998 SEPT-24 | 0.00 | 142.84 |
| 1011 | 427183 | 10/09/24 | 10004247 | A T & T MOBILITY | 126143 | 287345550627X09172024 | 0.00 | 324.72 |
| 1011 | 427184 | 10/09/24 | 10004247 | A T & T MOBILITY | 170670 | 287261541007X09172024 | 0.00 | 108.80 |
| 1011 | 427185 | 10/09/24 | 10004247 | A T & T MOBILITY | 731150 | 996095853X09172024 | 0.00 | 312.87 |
| 1011 | 427186 | 10/09/24 | 00005626 | ABBA TERMITE & PESTCONTR | 170670 | PEST CONTROL/SEPT24 | 0.00 | 650.00 |
| 1011 | 427186 | 10/09/24 | 00005626 | ABBA TERMITE & PESTCONTR | 560640 | BEEHIVE REMOVAL | 0.00 | 195.00 |
| 1011 | 427186 | 10/09/24 | 00005626 | ABBA TERMITE & PESTCONTR | 860810 | BEE REMOVAL | 0.00 | 195.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,040.00 |
| 1011 | 427187 | 10/09/24 | 10013930 | ADRENALINE SPORTS RESORT | 12 | REF/DEPOSIT | 0.00 | 10,000.00 |
| 1011 | 427188 | 10/09/24 | 00005342 | AGA ENGINEERS, INC. | 590179 | KNOTT/HOLDER/AUG-24 | 0.00 | 1,295.00 |
| 1011 | 427189 | 10/09/24 | 10012766 | LAURA WELLER | 275210 | LIGHTING PARKING LOT | 0.00 | 6,250.00 |
| 1011 | 427189 | 10/09/24 | 10012766 | LAURA WELLER | 275210 | AUDIO ENGINEER (DAY RA | 0.00 | 2,750.00 |
| 1011 | 427189 | 10/09/24 | 10012766 | LAURA WELLER | 275210 | AUDIO VISUAL TECHNICIA | 0.00 | 2,250.00 |
| 1011 | 427189 | 10/09/24 | 10012766 | LAURA WELLER | 275210 | DELIVERY SET UP, STRIK | 0.00 | 1,115.00 |
| TOTAL CHECK | | | | | | | 0.00 | 12,365.00 |

SUNGARD PUBLIC SECTOR
DATE: 10/09/2024
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CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20241003 00:00:00.000' and '20241009 00:00:00.000'
ACCOUNTING PERIOD: 4/25

FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
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| 1011 | 427190 | 10/09/24 | 10003198 | ALL CITY MANAGEMENT SERV | 550502 | CROSS GUARD 9/1-14/24 | 0.00 | 10,237.34 |
| 1011 | 427191 | 10/09/24 | 10011896 | VARGAS & RAMIREZ SPORTS | 275150 | #N3142 - ADULT PERFORM | 8.11 | 112.76 |
| 1011 | 427191 | 10/09/24 | 10011896 | VARGAS & RAMIREZ SPORTS | 275150 | ART FEE-LOGO CREATION | 7.75 | 107.75 |
| 1011 | 427191 | 10/09/24 | 10011896 | VARGAS & RAMIREZ SPORTS | 275150 | FREIGHT- PRICE INLCUDE | 0.00 | 40.00 |
| 1011 | 427191 | 10/09/24 | 10011896 | VARGAS & RAMIREZ SPORTS | 275150 | #N3142 - ADULT PERFORM | 93.35 | 1,297.85 |
| 1011 | 427191 | 10/09/24 | 10011896 | VARGAS & RAMIREZ SPORTS | 275150 | #N3142 - ADULT PERFORM | 43.16 | 600.01 |
| TOTAL | CHECK | | | | | | 152.37 | 2,158.37 |
| 1011 | 427192 | 10/09/24 | 10007352 | ALVAREZ-GLASMAN & COLVIN | 110105 | GEN LAW COSTS/JULY-24 | 0.00 | 2,127.73 |
| 1011 | 427192 | 10/09/24 | 10007352 | ALVAREZ-GLASMAN & COLVIN | 110105 | GEN LAW MO RET/JULY24 | 0.00 | 22,500.00 |
| TOTAL | CHECK | | | | | | 0.00 | 24,627.73 |
| 1011 | 427193 | 10/09/24 | 00005384 | ANDY GUMP, INC | 860810 | RESTROOM SERVICE | 0.00 | 60.50 |
| 1011 | 427194 | 10/09/24 | 10005858 | APEX UNIVERSAL, INC. | 560231 | SHORT PAID BALANCE | 0.00 | 29.15 |
| 1011 | 427195 | 10/09/24 | 00009015 | TAJEN GRAPHICS, INC | 275205 | POSTERS EXHIBITS | 0.00 | 103.44 |
| 1011 | 427195 | 10/09/24 | 00009015 | TAJEN GRAPHICS, INC | 275105 | WHITAKER PK SIGNS | 0.00 | 225.20 |
| 1011 | 427195 | 10/09/24 | 00009015 | TAJEN GRAPHICS, INC | 275210 | COPS N GOBLIN BANNER | 0.00 | 905.10 |
| TOTAL | CHECK | | | | | | 0.00 | 1,233.74 |
| 1011 | 427196 | 10/09/24 | 10003008 | ARC DOCUMENT SOLUTIONS, | 731150 | SCAN BLDG DIV/JULY-24 | 0.00 | 919.87 |
| 1011 | 427197 | 10/09/24 | 10013356 | ASSOCIATED SOILS ENGINEE | 590004 | PAVE REHAB/AUG-24 | 0.00 | 13,580.00 |
| 1011 | 427198 | 10/09/24 | 00004756 | B & K ELECTRIC WHOLESale | 170670 | HARDWARE | 0.00 | 29.28 |
| 1011 | 427198 | 10/09/24 | 00004756 | B & K ELECTRIC WHOLESale | 170670 | HARDWARE | 0.00 | 33.05 |
| TOTAL | CHECK | | | | | | 0.00 | 62.33 |
| 1011 | 427199 | 10/09/24 | 10009401 | BANNER BANK | 24 | RJ ESC.2287 #2 FINAL | 0.00 | 51,402.26 |
| 1011 | 427200 | 10/09/24 | 00002163 | BAVCO | 352363 | BACKFLOW TEST CAB | 0.00 | 190.00 |
| 1011 | 427201 | 10/09/24 | 10013308 | BEHAVIOR ANALYSIS TRAINI | 650208 | INVESTIGA 10/21-25/24 | 0.00 | 575.00 |
| 1011 | 427202 | 10/09/24 | 10007684 | BEST LAWNMOWER, INC | 560640 | EDGER BLADE | 0.00 | 67.03 |
| 1011 | 427203 | 10/09/24 | 10011115 | BLANK ROME LLP | 110105 | BA HOTEL RESORT/AUG24 | 0.00 | 1,145.00 |
| 1011 | 427203 | 10/09/24 | 10011115 | BLANK ROME LLP | 110105 | BUTTERFLY PAVIL/AUG24 | 0.00 | 4,695.00 |
| TOTAL | CHECK | | | | | | 0.00 | 5,840.00 |
| 1011 | 427204 | 10/09/24 | 10008825 | BRAVO SIGN & DESIGN INC. | 11 | PMT#2 RET. | 0.00 | -450.00 |
| 1011 | 427204 | 10/09/24 | 10008825 | BRAVO SIGN & DESIGN INC. | 190065 | MONUMENT SIGNS/SEP24 | 0.00 | 9,000.00 |
| TOTAL | CHECK | | | | | | 0.00 | 8,550.00 |
| 1011 | 427205 | 10/09/24 | 00000015 | BUENA PARK LOCK & KEY SH | 860810 | KEYS | 0.00 | 13.74 |
| 1011 | 427206 | 10/09/24 | 00000759 | BUENA PARK PLAQUE & TROP | 275210 | RIBBONS CULTUREFEST | 0.00 | 38.79 |
| 1011 | 427206 | 10/09/24 | 00000759 | BUENA PARK PLAQUE & TROP | 275210 | COPS GOBLIN MEDALS | 0.00 | 734.05 |
| TOTAL | CHECK | | | | | | 0.00 | 772.84 |

SUNGARD PUBLIC SECTOR
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CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.trans_date between '20241003 00:00:00.000' and '20241009 00:00:00.000'
ACCOUNTING PERIOD: 4/25

FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-------------|----------|----------|----------|--------------------------|----------|-----------------------|-----------|----------|
| 1011 | 427207 | 10/09/24 | 10013921 | BUTCHER, KEVIN | 52 | UB REFUND | 0.00 | 196.75 |
| 1011 | 427208 | 10/09/24 | 10007791 | MARIE CABALLERO | 275150 | SCOREKEEP 9/14-27/24 | 0.00 | 68.00 |
| 1011 | 427209 | 10/09/24 | 00000021 | CALIF FORENSIC PHLEBOTOM | 650402 | BLOOD DRAWS SEP 24 | 0.00 | 1,369.98 |
| 1011 | 427210 | 10/09/24 | 10013928 | CALIF.DEPARTMENT OF SOCI | 650307 | 23-40784 RETURN FUNDS | 0.00 | 9,550.00 |
| 1011 | 427211 | 10/09/24 | 10012193 | JANE M. CAMERON | 106132 | CRIME WATCH/OCT-24 | 0.00 | 200.00 |
| 1011 | 427212 | 10/09/24 | 00000407 | CAMERON WELDING SUPPLY I | 171710 | MONTHLY RENTAL | 0.00 | 26.00 |
| 1011 | 427212 | 10/09/24 | 00000407 | CAMERON WELDING SUPPLY I | 171710 | MONTHLY RENTAL | 0.00 | 227.60 |
| 1011 | 427212 | 10/09/24 | 00000407 | CAMERON WELDING SUPPLY I | 352363 | PROPANE | 0.00 | 83.22 |
| TOTAL CHECK | | | | | | | 0.00 | 336.82 |
| 1011 | 427213 | 10/09/24 | 00004511 | TOM CARNEY | 650208 | REIMB/WSATI CF-2024 | 0.00 | 335.83 |
| 1011 | 427214 | 10/09/24 | 10008346 | JAMES NOWLIN | 275210 | CULTURE FEST SECURITY | 0.00 | 385.00 |
| 1011 | 427215 | 10/09/24 | 10004469 | CERRITOS DODGE CHRYSLER | 171710 | CREDIT MEMO | 0.00 | -131.40 |
| 1011 | 427215 | 10/09/24 | 10004469 | CERRITOS DODGE CHRYSLER | 171710 | HOSE | 0.00 | 8.98 |
| 1011 | 427215 | 10/09/24 | 10004469 | CERRITOS DODGE CHRYSLER | 171710 | HEADLAMP | 0.00 | 1,011.78 |
| 1011 | 427215 | 10/09/24 | 10004469 | CERRITOS DODGE CHRYSLER | 171710 | RESERVOIR | 0.00 | 139.28 |
| 1011 | 427215 | 10/09/24 | 10004469 | CERRITOS DODGE CHRYSLER | 171710 | RADIATOR HOSE | 0.00 | 75.42 |
| TOTAL CHECK | | | | | | | 0.00 | 1,104.06 |
| 1011 | 427216 | 10/09/24 | 00000337 | CERTIFIED FOLDER DISPLAY | 995100 | AUG-24 TRVL GUIDE | 0.00 | 250.24 |
| 1011 | 427217 | 10/09/24 | 10012931 | CHARTER COMMUNICATIONS | 170670 | 188676301 OCT-24 | 0.00 | 316.56 |
| 1011 | 427218 | 10/09/24 | 10012931 | CHARTER COMMUNICATIONS | 170670 | 188676701 OCT-24 | 0.00 | 116.89 |
| 1011 | 427219 | 10/09/24 | 10012931 | CHARTER COMMUNICATIONS | 170670 | 188676901 OCT-24 | 0.00 | 199.99 |
| 1011 | 427220 | 10/09/24 | 10013748 | YONG CHOI | 275120 | TAE TWON DO/FALL-24 | 0.00 | 25.27 |
| 1011 | 427221 | 10/09/24 | 10013931 | ANDREW CHRISTIANSEN | 71 | COMPUTER LOAN | 0.00 | 3,500.00 |
| 1011 | 427222 | 10/09/24 | 10013939 | CT HOLDINGS, INC. | 995100 | SEPTEMBER-24 ADS | 0.00 | 5,053.62 |
| 1011 | 427223 | 10/09/24 | 00010209 | COLLICUTT ENERGY SERVICE | 170670 | GENERATOR REPAIR | 0.00 | 2,152.09 |
| 1011 | 427223 | 10/09/24 | 00010209 | COLLICUTT ENERGY SERVICE | 170670 | GENERATOR MAINT | 0.00 | 575.54 |
| 1011 | 427223 | 10/09/24 | 00010209 | COLLICUTT ENERGY SERVICE | 170670 | GENERATOR MAINT | 0.00 | 575.54 |
| 1011 | 427223 | 10/09/24 | 00010209 | COLLICUTT ENERGY SERVICE | 170670 | GENERATOR MAINT | 0.00 | 575.54 |
| 1011 | 427223 | 10/09/24 | 00010209 | COLLICUTT ENERGY SERVICE | 170670 | GENERATOR MAINT | 0.00 | 575.54 |
| 1011 | 427223 | 10/09/24 | 00010209 | COLLICUTT ENERGY SERVICE | 170670 | GENERATOR MAINT | 0.00 | 575.54 |
| 1011 | 427223 | 10/09/24 | 00010209 | COLLICUTT ENERGY SERVICE | 170670 | GENERATOR MAINT | 0.00 | 575.54 |
| TOTAL CHECK | | | | | | | 0.00 | 5,605.33 |
| 1011 | 427224 | 10/09/24 | 10012367 | CONTEMPORARY SERVICES CO | 106119 | GUARD SVCS. 10/18/24 | 0.00 | 2,968.57 |
| 1011 | 427224 | 10/09/24 | 10012367 | CONTEMPORARY SERVICES CO | 106119 | GUARD SVCS, 10/19/24 | 0.00 | 5,718.94 |

SUNGARD PUBLIC SECTOR
DATE: 10/09/2024
TIME: 14:03:02

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
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SELECTION CRITERIA: transact.trans_date between '20241003 00:00:00.000' and '20241009 00:00:00.000'
ACCOUNTING PERIOD: 4/25

FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-----------|----------|----------|----------|--------------------------|----------|------------------------|-----------|-----------|
| 1011 | 427224 | 10/09/24 | 10012367 | CONTEMPORARY SERVICES CO | 106119 | GUARD SVCS, 10/20/24 | 0.00 | 5,564.62 |
| 1011 | 427224 | 10/09/24 | 10012367 | CONTEMPORARY SERVICES CO | 106119 | MISC. EQUIPMENT | 0.00 | 2,760.00 |
| TOTAL | CHECK | | | | | | 0.00 | 17,012.13 |
| 1011 | 427225 | 10/09/24 | 10002815 | SARA COPPING | 106117 | MLG JUN,JUL,AUG,SEP24 | 0.00 | 73.43 |
| 1011 | 427226 | 10/09/24 | 00007338 | CORE AND MAIN, LP | 452410 | SEWER REPAIR BELLIS | 0.00 | 817.79 |
| 1011 | 427226 | 10/09/24 | 00007338 | CORE AND MAIN, LP | 452410 | BELLIS SEWER REPAIR | 0.00 | 765.03 |
| TOTAL | CHECK | | | | | | 0.00 | 1,582.82 |
| 1011 | 427227 | 10/09/24 | 10002389 | COUNTY OF ORANGE TREASUR | 352567 | NPDES WATER QUALITY | 0.00 | 1,463.03 |
| 1011 | 427228 | 10/09/24 | 10002389 | COUNTY OF ORANGE TREASUR | 550502 | SUR CHG CITES/AUG-24 | 0.00 | 9,614.00 |
| 1011 | 427229 | 10/09/24 | 10002389 | COUNTY OF ORANGE TREASUR | 650302 | OCATS ROUTER/SEPT-24 | 0.00 | 1,129.32 |
| 1011 | 427230 | 10/09/24 | 10002389 | COUNTY OF ORANGE TREASUR | 650308 | AFIS BILL/SEPT-24 | 0.00 | 2,497.00 |
| 1011 | 427231 | 10/09/24 | 10002389 | COUNTY OF ORANGE TREASUR | 650404 | MO. TECH CHG/JULY-24 | 0.00 | 76.66 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 175.68 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 160.23 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 208.29 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 41.24 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 67.57 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 67.57 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 87.74 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 87.74 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 650208 | UNIFORMS | 0.00 | 97.68 |
| 1011 | 427232 | 10/09/24 | 10011541 | L.N. CURTIS AND SONS | 651612 | UNIFORMS | 0.00 | 467.38 |
| TOTAL | CHECK | | | | | | 0.00 | 1,461.12 |
| 1011 | 427233 | 10/09/24 | 00005287 | CALIFORNIA WATER ENVIRON | 452410 | #429491 J.VENEGAS | 0.00 | 111.00 |
| 1011 | 427234 | 10/09/24 | 00002728 | DANIELS TIRE SERVICE | 171710 | TIRES | 0.00 | 584.54 |
| 1011 | 427234 | 10/09/24 | 00002728 | DANIELS TIRE SERVICE | 171710 | TIRES | 0.00 | 702.16 |
| TOTAL | CHECK | | | | | | 0.00 | 1,286.70 |
| 1011 | 427235 | 10/09/24 | 10008395 | DEVELOPMENT COUNSELLORS | 995100 | MO.RETAINER/SEPT-24 | 0.00 | 2,880.81 |
| 1011 | 427236 | 10/09/24 | 10004025 | DEKRA-LITE, INC. | 632110 | LEASE FOR INSTALLATION | 0.00 | 39,750.60 |
| 1011 | 427236 | 10/09/24 | 10004025 | DEKRA-LITE, INC. | 632110 | YEAR 1 OF 5 YEAR LEASE | 0.00 | 23,473.34 |
| TOTAL | CHECK | | | | | | 0.00 | 63,223.94 |
| 1011 | 427237 | 10/09/24 | 00000492 | DEPARTMENT OF JUSTICE | 121110 | FINGERPRINT/AUG-24 | 0.00 | 226.00 |
| 1011 | 427238 | 10/09/24 | 00000492 | DEPARTMENT OF JUSTICE | 650302 | FINGERPRINT/AUG-24 | 0.00 | 377.00 |
| 1011 | 427238 | 10/09/24 | 00000492 | DEPARTMENT OF JUSTICE | 11 | FINGERPRINT/AUG-24 | 0.00 | 2,089.00 |
| TOTAL | CHECK | | | | | | 0.00 | 2,466.00 |
| 1011 | 427239 | 10/09/24 | 10004949 | DIVISION OF THE STATE AR | 11 | QT3 2024 AB1379 | 0.00 | 454.80 |

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FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-----------|----------|----------|----------|--------------------------|--------------|------------------------|-----------|------------|
| 1011 | 427240 | 10/09/24 | 10013942 | DOLLFACE ENTERTAINMENT, | 11 | VET LUNCH 11/06/24 | 0.00 | 925.00 |
| 1011 | 427241 | 10/09/24 | 10013898 | DOUGLAS INDUSTRIES | 275150 | #36530H - HOLLYWOOD I | 0.00 | 389.00 |
| 1011 | 427241 | 10/09/24 | 10013898 | DOUGLAS INDUSTRIES | 275150 | FREIGHT | 0.00 | 102.00 |
| TOTAL | CHECK | | | | | | 0.00 | 491.00 |
| 1011 | 427242 | 10/09/24 | 10000001 | CITY OF DOWNEY | 160108 | FY24-25 ANIMAL CONTRL | 0.00 | 332,715.50 |
| 1011 | 427243 | 10/09/24 | 00009627 | EMCOR SERVICE MESA | ENERG 106131 | HVAC REPAIR | 0.00 | 3,570.00 |
| 1011 | 427243 | 10/09/24 | 00009627 | EMCOR SERVICE MESA | ENERG 170670 | HVAC REPAIR | 0.00 | 5,711.58 |
| 1011 | 427243 | 10/09/24 | 00009627 | EMCOR SERVICE MESA | ENERG 170670 | HVAC REPAIR | 0.00 | 1,587.96 |
| TOTAL | CHECK | | | | | | 0.00 | 10,869.54 |
| 1011 | 427244 | 10/09/24 | 10004665 | EMERGENCY LIGHTING EQUIP | 170670 | LIGHTING MAINT | 0.00 | 1,500.00 |
| 1011 | 427245 | 10/09/24 | 00000323 | ENNIS-FLINT INC | 560231 | #884119- TM WHT ALKD C | 129.82 | 1,804.82 |
| 1011 | 427246 | 10/09/24 | 00000039 | ENTENMANN ROVIN COMPANY | 650208 | BADGE REFURBISH | 0.00 | 159.85 |
| 1011 | 427246 | 10/09/24 | 00000039 | ENTENMANN ROVIN COMPANY | 650208 | SERGEANT BADGES | 0.00 | 553.67 |
| TOTAL | CHECK | | | | | | 0.00 | 713.52 |
| 1011 | 427247 | 10/09/24 | 00000797 | MARIA ESQUETINI | 650208 | REIMB TUIT/WOMEN'S CF | 0.00 | 40.00 |
| 1011 | 427248 | 10/09/24 | 10004626 | EXPEDIA, INC. | 995100 | Q4 2024 CO-OP | 0.00 | 25,000.00 |
| 1011 | 427249 | 10/09/24 | 00000739 | ELLIOTT AUTO SUPPLY COMP | 171710 | RELAY | 0.00 | 59.84 |
| 1011 | 427249 | 10/09/24 | 00000739 | ELLIOTT AUTO SUPPLY COMP | 171710 | FILTERS | 0.00 | 240.21 |
| 1011 | 427249 | 10/09/24 | 00000739 | ELLIOTT AUTO SUPPLY COMP | 171710 | FUEL PUMP | 0.00 | 252.14 |
| 1011 | 427249 | 10/09/24 | 00000739 | ELLIOTT AUTO SUPPLY COMP | 171710 | PURGE VALVE | 0.00 | 57.54 |
| TOTAL | CHECK | | | | | | 0.00 | 609.73 |
| 1011 | 427250 | 10/09/24 | 00000320 | FEDERAL EXPRESS CORPORAT | 732031 | TRANS CHG 9/12/24 | 0.00 | 53.31 |
| 1011 | 427251 | 10/09/24 | 10007059 | FIVESTAR RUBBER STAMP ET | 275305 | BADGE | 0.00 | 16.01 |
| 1011 | 427251 | 10/09/24 | 10007059 | FIVESTAR RUBBER STAMP ET | 105105 | BADGES | 0.00 | 24.52 |
| 1011 | 427251 | 10/09/24 | 10007059 | FIVESTAR RUBBER STAMP ET | 121110 | BADGE | 0.00 | 18.01 |
| TOTAL | CHECK | | | | | | 0.00 | 58.54 |
| 1011 | 427252 | 10/09/24 | 10013929 | SUSANA FONSECA | 275135 | RF/P-NUT BB CANCELLED | 0.00 | 40.00 |
| 1011 | 427253 | 10/09/24 | 10003190 | FOOD 4 LESS | 275605 | SUPPLIES FOR WINGS | 0.00 | 151.55 |
| 1011 | 427253 | 10/09/24 | 10003190 | FOOD 4 LESS | 275210 | SNACKS GREEN ROOM | 0.00 | 84.92 |
| TOTAL | CHECK | | | | | | 0.00 | 236.47 |
| 1011 | 427254 | 10/09/24 | 00001095 | FRANCHISE TAX BOARD | 73 | DED:0071 MISC | 0.00 | 100.00 |
| 1011 | 427255 | 10/09/24 | 10002147 | FUJITEC AMERICA, INC. | 170670 | ELEVATOR MAINT | 0.00 | 464.58 |
| 1011 | 427256 | 10/09/24 | 00000046 | FULLER ENGINEERING INC | 352363 | CL2 BOISSERANC WELL | 0.00 | 872.78 |
| 1011 | 427257 | 10/09/24 | 00006581 | FURLONG & FURLONG ASSOC | 275125 | #BP-034 - 8.5X11.3-PT | 17.74 | 246.59 |
| 1011 | 427257 | 10/09/24 | 00006581 | FURLONG & FURLONG ASSOC | 275125 | FREIGHT - PLACE HOLDER | 0.00 | 25.00 |

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FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-------------|----------|----------|----------|--------------------------|-------------|-----------------------|-----------|-----------|
| TOTAL CHECK | | | | | | | 17.74 | 271.59 |
| 1011 | 427258 | 10/09/24 | 10001849 | SAN FERNANDO VALLEY | ALAR 170670 | ALARM MONITORING | 0.00 | 147.00 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 632110 | MAINT SUPPLIES | 0.00 | 10.76 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 452410 | HARDWARE | 0.00 | 4.14 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 275150 | ZIP TIES | 0.00 | 27.99 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 352363 | TRUCK STOCK | 0.00 | 6.99 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 170670 | PLUMBING PD | 0.00 | 190.09 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 352363 | TRUCK STOCK | 0.00 | 38.09 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 860815 | GRAFFITI | 0.00 | 40.56 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 860810 | SUPPLIES | 0.00 | 97.77 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 170670 | PAINT | 0.00 | 41.72 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 170670 | HARDWARE | 0.00 | 46.79 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 275210 | ZIP TIES | 0.00 | 15.07 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 860810 | SUPPLIES | 0.00 | 57.88 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 860810 | SUPPLIES | 0.00 | 105.54 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 275135 | SOCCER SUPPLIES | 0.00 | 116.24 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 352363 | LUMBER | 0.00 | 16.24 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 860810 | SUPPLIES | 0.00 | 140.98 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 275210 | CULTUREFEST SUPPLIES | 0.00 | 57.93 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 632110 | MAINT SUPPLIES | 0.00 | 32.20 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 275135 | SOCCER SUPPLIES | 0.00 | 96.87 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 170670 | HARDWARE | 0.00 | 61.98 |
| 1011 | 427259 | 10/09/24 | 00002166 | GANAHL LUMBER CORP | 275160 | TAPE PICKLEBALL | 0.00 | 92.56 |
| TOTAL CHECK | | | | | | | 0.00 | 1,298.39 |
| 1011 | 427260 | 10/09/24 | 10011838 | GEORGE HILLS COMPANY, IN | 107420 | FT FEE/MMSEA MT FEE | 0.00 | 6,806.25 |
| 1011 | 427261 | 10/09/24 | 10008749 | GOOGLE INC. | 995100 | GOOGLE ADS SEPT-24 | 0.00 | 28,808.10 |
| 1011 | 427262 | 10/09/24 | 10009816 | GOVERNMENT TRAINING AGEN | 650302 | REC.CLK.CLS 11/18-22 | 0.00 | 625.00 |
| 1011 | 427263 | 10/09/24 | 10006406 | GRAFIX SYSTEMS | 171710 | DECALS | 0.00 | 366.24 |
| 1011 | 427264 | 10/09/24 | 00000055 | GRAINGER INC | 106131 | SHOWER PARTS | 0.00 | 1,131.38 |
| 1011 | 427264 | 10/09/24 | 00000055 | GRAINGER INC | 170670 | HARDWARE | 0.00 | 182.95 |
| TOTAL CHECK | | | | | | | 0.00 | 1,314.33 |
| 1011 | 427265 | 10/09/24 | 00005680 | CINDY GRISWOLD | 275405 | CPR/1ST AID/FALL-24 | 0.00 | 73.15 |
| 1011 | 427266 | 10/09/24 | 00002647 | HAAKER EQUIPMENT CO CORP | 171710 | CAMERA REPAIR | 0.00 | 714.26 |
| 1011 | 427267 | 10/09/24 | 10012288 | HASA INC. | 860820 | CHEMICALS | 0.00 | 1,035.36 |
| 1011 | 427267 | 10/09/24 | 10012288 | HASA INC. | 860820 | CHEMICALS | 0.00 | 688.37 |
| 1011 | 427267 | 10/09/24 | 10012288 | HASA INC. | 860820 | CHEMICALS | 0.00 | 1,646.95 |
| TOTAL CHECK | | | | | | | 0.00 | 3,370.68 |
| 1011 | 427268 | 10/09/24 | 00002854 | VERONICA HOCHEDÉ | 275305 | BALLROOM DNC/SEP24 | 0.00 | 520.12 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / GECF | 352363 | RESERVOIR REPAIR | 0.00 | 184.24 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / GECF | 352363 | TRUCK STOCK | 0.00 | 289.21 |

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FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-----------|----------|----------|----------|--------------------------|----------|-----------------------|-----------|----------|
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 352363 | TRUCK STOCK | 0.00 | 66.98 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 860810 | SUPPLIES | 0.00 | 103.31 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 860810 | SUPPLIES | 0.00 | 259.07 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 560640 | EAR MUFF | 0.00 | 36.40 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 170670 | HARDWARE | 0.00 | 117.20 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 860810 | SUPPLIES | 0.00 | 96.85 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 860810 | SUPPLIES | 0.00 | 163.45 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 275210 | CULTUREFEST SUPPLIES | 0.00 | 28.96 |
| 1011 | 427269 | 10/09/24 | 00000057 | HOME DEPOT / | 560640 | CONCRETE | 0.00 | 9.22 |
| TOTAL | CHECK | | | | | | 0.00 | 1,354.89 |
| 1011 | 427270 | 10/09/24 | 00008482 | HOUSING PROGRAMS | 126128 | HIP202423 MC WILLIAMS | 0.00 | 600.00 |
| 1011 | 427270 | 10/09/24 | 00008482 | HOUSING PROGRAMS | 126128 | HIP202425 ROBLES | 0.00 | 600.00 |
| 1011 | 427270 | 10/09/24 | 00008482 | HOUSING PROGRAMS | 126128 | HIP202411 BALDREE | 0.00 | 1,000.00 |
| TOTAL | CHECK | | | | | | 0.00 | 2,200.00 |
| 1011 | 427271 | 10/09/24 | 10009091 | HUE C LUU | 731150 | ENG SERVICE/OCT-24 | 0.00 | 7,150.00 |
| 1011 | 427272 | 10/09/24 | 10012742 | INFOSEND, INC | 352267 | POSTAGE/SEP24 | 0.00 | 6,620.61 |
| 1011 | 427272 | 10/09/24 | 10012742 | INFOSEND, INC | 352267 | SVCS & MATERIAL/SEP24 | 0.00 | 1,743.29 |
| TOTAL | CHECK | | | | | | 0.00 | 8,363.90 |
| 1011 | 427273 | 10/09/24 | 00010018 | JOSEPH M JACKSON | 275120 | STICK MOVE/SUMMER-24 | 0.00 | 363.09 |
| 1011 | 427273 | 10/09/24 | 00010018 | JOSEPH M JACKSON | 275405 | STICK MOVE/SUMMER-24 | 0.00 | 226.10 |
| TOTAL | CHECK | | | | | | 0.00 | 589.19 |
| 1011 | 427274 | 10/09/24 | 00009561 | TRADITIONAL AUTO SUPPLY | 171710 | FILTERS | 0.00 | 197.68 |
| 1011 | 427274 | 10/09/24 | 00009561 | TRADITIONAL AUTO SUPPLY | 171710 | BATTERIES | 0.00 | 513.79 |
| 1011 | 427274 | 10/09/24 | 00009561 | TRADITIONAL AUTO SUPPLY | 171710 | CREDIT MEMO | 0.00 | -16.92 |
| TOTAL | CHECK | | | | | | 0.00 | 694.55 |
| 1011 | 427275 | 10/09/24 | 10012884 | JBA CONSULTING DBA NV5 C | 170670 | IGAA SUPPORT/AUG-24 | 0.00 | 9,479.50 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 807.20 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 7.22 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 14.44 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 30.99 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 77.48 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 110.69 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 119.45 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 137.24 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 144.91 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 165.96 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 340.89 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 545.69 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 655.24 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 655.24 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 72.74 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 91.49 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 49.14 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 481.73 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 246.75 |

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FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-----------|----------|----------|----------|--------------------------|----------|------------------------|-----------|-----------|
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 910.62 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 63.72 |
| 1011 | 427277 | 10/09/24 | 10005932 | JHM SUPPLY | 860810 | IRRIGATION | 0.00 | 86.62 |
| TOTAL | CHECK | | | | | | 0.00 | 5,815.45 |
| 1011 | 427278 | 10/09/24 | 00004440 | JMG SECURITY SYSTEMS INC | 170670 | ALARM MONITORING | 0.00 | 420.00 |
| 1011 | 427278 | 10/09/24 | 00004440 | JMG SECURITY SYSTEMS INC | 170670 | ALARM MONITORING | 0.00 | 654.30 |
| TOTAL | CHECK | | | | | | 0.00 | 1,074.30 |
| 1011 | 427279 | 10/09/24 | 00000042 | JOHN B EWLES INC | 560210 | BOBTAIL DUMP | 0.00 | 300.00 |
| 1011 | 427280 | 10/09/24 | 10002722 | JOHNSON CONTROLS SECURIT | 170670 | ALARM MONITORING | 0.00 | 517.99 |
| 1011 | 427281 | 10/09/24 | 10013050 | JOLLY JUMPS | 275210 | 2/2 FINAL ROCK WALL | 0.00 | 997.50 |
| 1011 | 427282 | 10/09/24 | 00000054 | TED JONES FORD INC. | 171710 | CAT CONVERTER | 0.00 | 1,310.36 |
| 1011 | 427282 | 10/09/24 | 00000054 | TED JONES FORD INC. | 171710 | KNOB | 0.00 | 18.96 |
| 1011 | 427282 | 10/09/24 | 00000054 | TED JONES FORD INC. | 171710 | FUEL PUMP | 0.00 | 46.60 |
| 1011 | 427282 | 10/09/24 | 00000054 | TED JONES FORD INC. | 171710 | SEAT COVERS | 0.00 | 282.58 |
| 1011 | 427282 | 10/09/24 | 00000054 | TED JONES FORD INC. | 171710 | STEERING WHEEL | 0.00 | 1,705.96 |
| TOTAL | CHECK | | | | | | 0.00 | 3,364.46 |
| 1011 | 427283 | 10/09/24 | 00002768 | KENNEDY EQUIPMENT | 352363 | JACK HAMMER REPAIR | 0.00 | 190.00 |
| 1011 | 427284 | 10/09/24 | 10003543 | MOLLY H. KNOX | 275305 | EXERCISE/SEPT-24 | 0.00 | 135.00 |
| 1011 | 427285 | 10/09/24 | 10013478 | SOALIHA LAKHANI | 11 | RF/DEPOSIT#R7681 | 0.00 | 500.00 |
| 1011 | 427286 | 10/09/24 | 10013890 | LITANIA SPORTS GROUP, IN | 275160 | #2295 - UNIVERSAL VOLL | 86.34 | 1,200.34 |
| 1011 | 427286 | 10/09/24 | 10013890 | LITANIA SPORTS GROUP, IN | 275160 | FREIGHT | 0.00 | 40.00 |
| TOTAL | CHECK | | | | | | 86.34 | 1,240.34 |
| 1011 | 427287 | 10/09/24 | 10006131 | WALT CHOY | 121110 | HEALTH FAIR FINAL | 0.00 | 2,550.00 |
| 1011 | 427288 | 10/09/24 | 10009795 | RCA INVESTMENTS INC | 171710 | 2024 BMW R 1250 RT-P 7 | 0.00 | 38,760.94 |
| 1011 | 427289 | 10/09/24 | 10012952 | LOOPNET | 632110 | LOOPNET OCT-24 | 0.00 | 111.96 |
| 1011 | 427290 | 10/09/24 | 00000077 | LU'S LIGHTHOUSE INC | 171710 | WIPER BLADES | 0.00 | 64.12 |
| 1011 | 427290 | 10/09/24 | 00000077 | LU'S LIGHTHOUSE INC | 171710 | MINI FUSE | 0.00 | 30.74 |
| TOTAL | CHECK | | | | | | 0.00 | 94.86 |
| 1011 | 427291 | 10/09/24 | 00002066 | M.J. ELLS GENERAL CONTRA | 106131 | REPAIRS NAVIGATION CT | 0.00 | 10,800.00 |
| 1011 | 427292 | 10/09/24 | 10011954 | MARK THOMAS & COMPANY | 160105 | BEL AIR GRANT/AUG-24 | 0.00 | 15,143.94 |
| 1011 | 427293 | 10/09/24 | 00003560 | R AND I HOLDINGS, INC | 171710 | DUST CAP | 0.00 | 28.91 |
| 1011 | 427294 | 10/09/24 | 10005515 | KATHLEEN MASTIN | 275305 | LINE DANCE/SEPT-24 | 0.00 | 112.76 |
| 1011 | 427295 | 10/09/24 | 10012134 | CASEY MCDANIEL | 275150 | SCOREKEEP 9/14-27/24 | 0.00 | 68.00 |

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FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-------------|----------|----------|----------|--------------------------|----------|-----------------------|-----------|------------|
| 1011 | 427296 | 10/09/24 | 00010740 | CHRISTINA MENDIVEL | 650302 | REIMB T4T CF11/6-7/24 | 0.00 | 300.00 |
| 1011 | 427297 | 10/09/24 | 10005279 | MERCHANTS LANDSCAPE SERV | 632110 | WEED ABATEMENT | 0.00 | 5,425.00 |
| 1011 | 427298 | 10/09/24 | 10009226 | MERCY HOUSE LIVING CENTE | 106131 | NAV.SHELTER SVC/OCT24 | 0.00 | 304,122.40 |
| 1011 | 427299 | 10/09/24 | 10012829 | MILITARY GUIDES | 995100 | 2 PAGE SPREAD | 0.00 | 4,980.00 |
| 1011 | 427300 | 10/09/24 | 10011810 | MILLER MENDEL, INC. | 650105 | PRODUCTION/ARCHIVE | 0.00 | 12.10 |
| 1011 | 427300 | 10/09/24 | 10011810 | MILLER MENDEL, INC. | 650105 | PRODUCTION/ARCHIVE | 0.00 | 78.08 |
| 1011 | 427300 | 10/09/24 | 10011810 | MILLER MENDEL, INC. | 650105 | PRODUCTION/ARCHIVE | 0.00 | 135.00 |
| TOTAL CHECK | | | | | | | 0.00 | 225.18 |
| 1011 | 427301 | 10/09/24 | 10013264 | MOBILE FLEET WASH, CORP | 171710 | CAR WASHES | 0.00 | 1,160.00 |
| 1011 | 427301 | 10/09/24 | 10013264 | MOBILE FLEET WASH, CORP | 171710 | CAR WASHES | 0.00 | 1,100.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,260.00 |
| 1011 | 427302 | 10/09/24 | 00009876 | MUNICIPAL WATER DIST OF | 396848 | EFFIC PROG/AUG-24 | 0.00 | 867.20 |
| 1011 | 427303 | 10/09/24 | 10009583 | MUSEUM OF TEACHING AND L | 101101 | AMAZING BRAIN/SEP-24 | 0.00 | 3,000.00 |
| 1011 | 427304 | 10/09/24 | 10002257 | MYCO CONSTRUCTION INC. | 126128 | HIP202417 JAEDICKE | 0.00 | 16,182.00 |
| 1011 | 427305 | 10/09/24 | 00000987 | NATIONAL CONSTRUCTION RE | 106131 | RESTROOM RENTALS | 0.00 | 590.00 |
| 1011 | 427306 | 10/09/24 | 10008321 | NORTH JUSTICE CENTER | 11 | BAIL REC# BP01950 | 0.00 | 2,500.00 |
| 1011 | 427307 | 10/09/24 | 10005163 | OCEAN BREEZE PACIFIC, LL | 275405 | BPCC LINEN | 0.00 | 160.27 |
| 1011 | 427308 | 10/09/24 | 10007787 | HBV ENTERPRISES, INC. | 171710 | BRAKE ROTORS | 0.00 | 261.14 |
| 1011 | 427308 | 10/09/24 | 10007787 | HBV ENTERPRISES, INC. | 171710 | BRAKE PADS | 0.00 | 68.19 |
| TOTAL CHECK | | | | | | | 0.00 | 329.33 |
| 1011 | 427309 | 10/09/24 | 00007482 | ORANGE COUNTY SANITATION | 352567 | ACCT 328102 Q4 23-24 | 0.00 | 509.13 |
| 1011 | 427310 | 10/09/24 | 00000222 | EDCO/PARK DISPOSAL CORP. | 171710 | CNG FUEL | 0.00 | 317.00 |
| 1011 | 427311 | 10/09/24 | 00000222 | EDCO/PARK DISPOSAL CORP. | 460220 | RES BILLING/SEPT-24 | 0.00 | 386,522.40 |
| 1011 | 427312 | 10/09/24 | 10013858 | PARTY PRO RENTAL CENTER, | 275210 | TENT/COP,GOB 10/31/24 | 0.00 | 3,809.00 |
| 1011 | 427313 | 10/09/24 | 00005145 | PETTY CASH/COMMUNITY SER | 275210 | CULTURFEST/M.VANSICKL | 0.00 | 45.24 |
| 1011 | 427313 | 10/09/24 | 00005145 | PETTY CASH/COMMUNITY SER | 275210 | EVT DECOR/M.VANSICKLE | 0.00 | 47.34 |
| 1011 | 427313 | 10/09/24 | 00005145 | PETTY CASH/COMMUNITY SER | 275145 | 2025 CALENDAR/KURATA | 0.00 | 16.41 |
| 1011 | 427313 | 10/09/24 | 00005145 | PETTY CASH/COMMUNITY SER | 275210 | CULTURFEST/M.VANSICKL | 0.00 | 25.84 |
| 1011 | 427313 | 10/09/24 | 00005145 | PETTY CASH/COMMUNITY SER | 275145 | MLG AUG-24/M.CISNEROS | 0.00 | 12.73 |
| 1011 | 427313 | 10/09/24 | 00005145 | PETTY CASH/COMMUNITY SER | 275210 | EVT.DECOR/M.VANSICKLE | 0.00 | 16.15 |
| TOTAL CHECK | | | | | | | 0.00 | 163.71 |
| 1011 | 427314 | 10/09/24 | 00007516 | PHOENIX GROUP INFORMATIO | 631140 | ADM,CIT.PROCESS/AUG24 | 0.00 | 305.84 |
| 1011 | 427314 | 10/09/24 | 00007516 | PHOENIX GROUP INFORMATIO | 631140 | ADM.CIT.PROCESS/AUG24 | 0.00 | 793.10 |
| 1011 | 427314 | 10/09/24 | 00007516 | PHOENIX GROUP INFORMATIO | 550502 | PK CIT PROC/AUG-24 | 0.00 | 10.80 |

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FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-----------|----------|----------|----------|--------------------------|-------------------|------------------------|-----------|--------------|
| 1011 | 427314 | 10/09/24 | 00007516 | PHOENIX GROUP | INFORMATIO 550502 | PK CIT PROC/AUG-24 | 0.00 | 3,485.90 |
| TOTAL | CHECK | | | | | | 0.00 | 4,595.64 |
| 1011 | 427315 | 10/09/24 | 00008488 | THE PRINTERY, INC. | 632110 | VOTING INFO MAILER | 0.00 | 6,665.20 |
| 1011 | 427316 | 10/09/24 | 10007687 | PREFERRED AERIAL & CRANE | 171710 | AERIAL INSPECTIONS | 0.00 | 650.00 |
| 1011 | 427317 | 10/09/24 | 10008910 | PREMIER CHRYSLER DODGE J | 171710 | CREDIT MEMO | 0.00 | -75.00 |
| 1011 | 427317 | 10/09/24 | 10008910 | PREMIER CHRYSLER DODGE J | 171710 | GEAR RACK | 0.00 | 2,839.00 |
| TOTAL | CHECK | | | | | | 0.00 | 2,764.00 |
| 1011 | 427318 | 10/09/24 | 10002129 | PUBLIC RISK INNOVATION S | 121110 | EMP ASSIST OCT-DEC24 | 0.00 | 5,436.00 |
| 1011 | 427319 | 10/09/24 | 10013775 | PROFESSIONAL AUDIO VIDEO | 106132 | AUDIO UPGRADE/AUG-24 | 0.00 | 12,276.93 |
| 1011 | 427319 | 10/09/24 | 10013775 | PROFESSIONAL AUDIO VIDEO | 106132 | AUDIO UPGRADE/AUG-24 | 0.00 | 1,703.07 |
| TOTAL | CHECK | | | | | | 0.00 | 13,980.00 |
| 1011 | 427320 | 10/09/24 | 10013923 | WILLIAM D. QUISTO | 275120 | TENNIS CAMP/SUMMER24 | 0.00 | 28.60 |
| 1011 | 427321 | 10/09/24 | 00000095 | R J NOBLE CO, INC. | 24 | PMT#2 RET. FINAL | 0.00 | -51,402.26 |
| 1011 | 427321 | 10/09/24 | 00000095 | R J NOBLE CO, INC. | 590004 | ANN PAVE FINAL/AUG-24 | 0.00 | 1,028,045.14 |
| TOTAL | CHECK | | | | | | 0.00 | 976,642.88 |
| 1011 | 427322 | 10/09/24 | 10001203 | R.V. NURSERY INC | 560211 | PLANTS | 0.00 | 48.49 |
| 1011 | 427322 | 10/09/24 | 10001203 | R.V. NURSERY INC | 860810 | PLANTS | 0.00 | 2,578.46 |
| 1011 | 427322 | 10/09/24 | 10001203 | R.V. NURSERY INC | 560641 | PLANTS | 0.00 | 96.98 |
| TOTAL | CHECK | | | | | | 0.00 | 2,723.93 |
| 1011 | 427323 | 10/09/24 | 10008303 | R.W.B. PARTY PROPS, INC. | 275210 | PROP/COP,GOB 10/31/24 | 0.00 | 1,838.22 |
| 1011 | 427324 | 10/09/24 | 10000972 | REFRIGERATION SUPPLIES D | 170670 | HARDWARE | 0.00 | 82.52 |
| 1011 | 427324 | 10/09/24 | 10000972 | REFRIGERATION SUPPLIES D | 170670 | HARDWARE | 0.00 | 46.45 |
| 1011 | 427324 | 10/09/24 | 10000972 | REFRIGERATION SUPPLIES D | 170670 | HARDWARE | 0.00 | 27.11 |
| 1011 | 427324 | 10/09/24 | 10000972 | REFRIGERATION SUPPLIES D | 170670 | HARDWARE | 0.00 | 38.66 |
| TOTAL | CHECK | | | | | | 0.00 | 194.74 |
| 1011 | 427325 | 10/09/24 | 10008403 | P & D INDUSTRIES LLC | 171710 | BED LINER | 0.00 | 689.86 |
| 1011 | 427326 | 10/09/24 | 10013940 | MIGUEL RIVERA | 11 | REF DEPOSIT #R10175 | 0.00 | 500.00 |
| 1011 | 427327 | 10/09/24 | 10001125 | ROADLINE PRODUCTS INC | 560231 | SHIPPING | 0.00 | 25.00 |
| 1011 | 427327 | 10/09/24 | 10001125 | ROADLINE PRODUCTS INC | 560231 | APEX TWO WAY YELLOW RP | 134.27 | 1,866.77 |
| TOTAL | CHECK | | | | | | 134.27 | 1,891.77 |
| 1011 | 427328 | 10/09/24 | 00008205 | JUAN SANCHEZ | 352363 | REIMB/HAZWOPPER | 0.00 | 83.55 |
| 1011 | 427329 | 10/09/24 | 00000412 | SOUTHERN COUNTIES OIL CO | 171710 | UNLEADED FUEL PD | 0.00 | 21,752.50 |
| 1011 | 427330 | 10/09/24 | 10013920 | SEGURA FAMILY TRUST | 52 | UB REFUND | 0.00 | 333.66 |
| 1011 | 427331 | 10/09/24 | 10011504 | SHOETERIA, INC. | 560210 | SAFETY SHOES | 0.00 | 210.35 |
| 1011 | 427331 | 10/09/24 | 10011504 | SHOETERIA, INC. | 560640 | SAFETY SHOES | 0.00 | 250.00 |

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| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-----------|----------|----------|----------|-----------------------|-------------|------------------------|-----------|-----------|
| 1011 | 427331 | 10/09/24 | 10011504 | SHOETERIA, INC. | 860810 | SAFETY SHOES | 0.00 | 250.00 |
| 1011 | 427331 | 10/09/24 | 10011504 | SHOETERIA, INC. | 560210 | SAFETY SHOES | 0.00 | 174.38 |
| 1011 | 427331 | 10/09/24 | 10011504 | SHOETERIA, INC. | 560210 | SAFETY SHOES | 0.00 | 250.00 |
| 1011 | 427331 | 10/09/24 | 10011504 | SHOETERIA, INC. | 860810 | SAFETY SHOES | 0.00 | 250.00 |
| TOTAL | CHECK | | | | | | 0.00 | 1,384.73 |
| 1011 | 427332 | 10/09/24 | 10013925 | SINGH, RANJEET | 52 | UB REFUND | 0.00 | 55.52 |
| 1011 | 427333 | 10/09/24 | 10005420 | HADRONEX, INC. | 352567 | #PP-5C POWERPACK 5 C | 164.69 | 2,289.69 |
| 1011 | 427333 | 10/09/24 | 10005420 | HADRONEX, INC. | 352567 | SHIPPING | 0.00 | 27.00 |
| 1011 | 427333 | 10/09/24 | 10005420 | HADRONEX, INC. | 452410 | ANNUAL WARRANTY RENEWA | 0.00 | 6,688.00 |
| 1011 | 427333 | 10/09/24 | 10005420 | HADRONEX, INC. | 452410 | EW-SC1R RENEWAL SMART | 0.00 | 7,584.00 |
| TOTAL | CHECK | | | | | | 164.69 | 16,588.69 |
| 1011 | 427334 | 10/09/24 | 10005948 | JIMMY SMITH | 275305 | ROUND DNC/SEPT-24 | 0.00 | 334.50 |
| 1011 | 427335 | 10/09/24 | 10004676 | SONSRAV MACHINERY LLC | 171710 | VALVE | 0.00 | 121.59 |
| 1011 | 427336 | 10/09/24 | 00000607 | SOUTH COAST AQMD | 352363 | FAC ID 78989 | 0.00 | 165.96 |
| 1011 | 427336 | 10/09/24 | 00000607 | SOUTH COAST AQMD | 352363 | FAC ID 78990 | 0.00 | 165.96 |
| 1011 | 427336 | 10/09/24 | 00000607 | SOUTH COAST AQMD | 352363 | FAC ID 78989 | 0.00 | 541.04 |
| 1011 | 427336 | 10/09/24 | 00000607 | SOUTH COAST AQMD | 352363 | FAC ID 78990 | 0.00 | 541.04 |
| TOTAL | CHECK | | | | | | 0.00 | 1,414.00 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 352510 | 8242 LINDEN CIR/SEP24 | 0.00 | 35,429.24 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 7851 LA PALMA/SEPT-24 | 0.00 | 5.83 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 860810 | 7530 WESTERN/SEPT-24 | 0.00 | 15.30 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 7672 BEACH/SEPT-24 | 0.00 | 21.43 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 170670 | 7733 BEACH/SEPT-24 | 0.00 | 23.86 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 7711 LA PALMA/SEPT-24 | 0.00 | 31.09 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 860810 | 7623 BEACH/SEPT-24 | 0.00 | 35.91 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 8491 DALE/SEPT-24 | 0.00 | 94.06 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 860810 | 7860 BEACH/SEPT-24 | 0.00 | 153.75 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 5600 MALVERN/SEPT-24 | 0.00 | 1,117.92 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 170670 | 8001 VAL VW/SEPT-24 | 0.00 | 44,199.46 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 860810 | 4701 BEACH/SEPT-24 | 0.00 | 16.24 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | MNCHEST/ARTES/SEPT-24 | 0.00 | 29.70 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BEACH/MALVERN/SEPT-24 | 0.00 | 33.82 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 5600 MALVERN/SEPT-24 | 0.00 | 33.82 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BEACH/COMWLTH/SEP24 | 0.00 | 33.82 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 8252 OR'THORP/SEPT-24 | 0.00 | 33.82 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 860810 | 6401 LINCOLN/SEPT-24 | 0.00 | 37.20 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | STANTON/MAPLE/SEP24 | 0.00 | 39.52 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 8221 DALE/SEPT-24 | 0.00 | 39.52 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 7341 ARTESIA/SEPT-24 | 0.00 | 39.52 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 9TH/WESTERN/SEPT-24 | 0.00 | 39.52 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 6248 CRESCENT/SEPT-24 | 0.00 | 42.77 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | CRESCNT/SANREMO/SEP24 | 0.00 | 42.77 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | RT91 FY EO KNOT/SEP24 | 0.00 | 43.98 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 6655 MANCHESTER/SEP24 | 0.00 | 44.19 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | BEACH/DURANGO/SEP-24 | 0.00 | 45.17 |
| 1011 | 427339 | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 7550 STANTON/SEPT-24 | 0.00 | 47.63 |

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| CASH | ACCT | CHECK | NO | ISSUE | DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-------------|------|--------|----|----------|----------|--------------------------|-------------|-----------------------|-----------------------|-----------|------------|
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BEACH/9TH/SEPT-24 | | 0.00 | 54.79 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | RT91 FYOFF RMP/SEPT24 | | 0.00 | 58.54 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 5755 CRESCENT/SEPT-24 | | 0.00 | 59.42 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 8491 LA PALMA/SEPT-24 | | 0.00 | 69.69 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BEACH/STAGE/SEPT-24 | | 0.00 | 70.01 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BEACH/CRESCENT/SEP-24 | | 0.00 | 80.11 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | SW CNR OR'THORP/SEP24 | | 0.00 | 87.40 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | SAN REMO/VAL.VW/SEP24 | | 0.00 | 95.27 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 6002 OR'THORPE/SEP24 | | 0.00 | 95.27 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 7582 COMMWLTH/SEPT-24 | | 0.00 | 95.27 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 7201 ARTESIA/SEPT-24 | | 0.00 | 97.35 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BEACH/ARTESIA/SEPT-24 | | 0.00 | 97.94 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | 5700 BRIDGEPORT/SEP24 | | 0.00 | 102.91 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BEACH/MALVERN/SEPT-24 | | 0.00 | 141.63 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 352510 | 2881 RSECRANS/SEPT24 | | 0.00 | 1,382.74 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BP LITING SEPT-24 | | 0.00 | 3,987.82 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 352510 | 6140 BALL RD/SEPT-24 | | 0.00 | 10,842.82 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 170670 | 6640 BEACH/SEPT-24 | | 0.00 | 38,318.98 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | BP LIGHTING/SEPT-24 | | 0.00 | 63,081.38 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 660240 | ES VL.VW SO FY/SEP24 | | 0.00 | 19.88 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 7901 LA MIRADA/SEP24 | | 0.00 | 39.52 |
| 1011 | | 427339 | | 10/09/24 | 00000226 | SOUTHERN CALIFORNIA | EDIS 560230 | 7113 FIRESTONE/SEP24 | | 0.00 | 115.12 |
| TOTAL CHECK | | | | | | | | | | 0.00 | 200,764.72 |
| 1011 | | 427340 | | 10/09/24 | 00000126 | SPARKLETTS WATER | 170670 | BOTTLED WATER SVC | | 0.00 | 760.60 |
| 1011 | | 427341 | | 10/09/24 | 10006963 | SPEAKWRITE, LLC | 650305 | TRANSCRIBE/SEPT-24 | | 0.00 | 2,380.13 |
| 1011 | | 427342 | | 10/09/24 | 00010381 | SPOK INC | 275305 | PHONES | | 0.00 | 7.42 |
| 1011 | | 427342 | | 10/09/24 | 00010381 | SPOK INC | 860810 | PHONES | | 0.00 | 7.42 |
| 1011 | | 427342 | | 10/09/24 | 00010381 | SPOK INC | 352363 | PHONES | | 0.00 | 28.90 |
| TOTAL CHECK | | | | | | | | | | 0.00 | 43.74 |
| 1011 | | 427343 | | 10/09/24 | 00001085 | STAPLES CONTRACT & COMME | 11 | OFFICE SUPPLIES | | 0.00 | 764.27 |
| 1011 | | 427343 | | 10/09/24 | 00001085 | STAPLES CONTRACT & COMME | 11 | OFFICE SUPPLIES | | 0.00 | 31.55 |
| 1011 | | 427343 | | 10/09/24 | 00001085 | STAPLES CONTRACT & COMME | 121135 | OFFICE SUPPLIES | | 0.00 | 182.29 |
| 1011 | | 427343 | | 10/09/24 | 00001085 | STAPLES CONTRACT & COMME | 121110 | OFFICE SUPPLIES | | 0.00 | 59.62 |
| 1011 | | 427343 | | 10/09/24 | 00001085 | STAPLES CONTRACT & COMME | 160105 | OFFICE SUPPLIES | | 0.00 | 43.09 |
| 1011 | | 427343 | | 10/09/24 | 00001085 | STAPLES CONTRACT & COMME | 160105 | OFFICE SUPPLIES | | 0.00 | 140.17 |
| TOTAL CHECK | | | | | | | | | | 0.00 | 1,220.99 |
| 1011 | | 427344 | | 10/09/24 | 10013126 | CHRISTINA RAINER | 275210 | DJ SVC COP/GOBLINS | | 0.00 | 800.00 |
| 1011 | | 427345 | | 10/09/24 | 10010941 | TYSON KOERPER | 995100 | VISIT CA FULL PAGE AD | | 0.00 | 330.00 |
| 1011 | | 427346 | | 10/09/24 | 10011938 | T-MOBILE | 650303 | 982979864 SEPT-24 | | 0.00 | 1,407.83 |
| 1011 | | 427347 | | 10/09/24 | 10011938 | T-MOBILE | 171710 | 974300786 SEPT-24 | | 0.00 | 36.40 |
| 1011 | | 427348 | | 10/09/24 | 10007171 | T-MOBILE USA, INC. | 650303 | 9581522683 SEPT-24 | | 0.00 | 165.00 |
| 1011 | | 427349 | | 10/09/24 | 00004212 | TOWNSEND PUBLIC AFFAIRS | 352267 | LOBBYIST/OCT-24 | | 0.00 | 2,018.75 |

SUNGARD PUBLIC SECTOR
DATE: 10/09/2024
TIME: 14:03:02

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 13
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20241003 00:00:00.000' and '20241009 00:00:00.000'
ACCOUNTING PERIOD: 4/25

FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-------------|----------|----------|----------|--------------------------|----------|------------------------|-----------|-----------|
| 1011 | 427349 | 10/09/24 | 00004212 | TOWNSEND PUBLIC AFFAIRS | 105105 | LOBBYIST/OCT-24 | 0.00 | 6,056.25 |
| TOTAL CHECK | | | | | | | 0.00 | 8,075.00 |
| 1011 | 427350 | 10/09/24 | 00004212 | TOWNSEND PUBLIC AFFAIRS | 105105 | GRANT WRITING/OCT-24 | 0.00 | 5,000.00 |
| 1011 | 427351 | 10/09/24 | 00010230 | TRENCH SHORING CO, INC. | 352363 | SHORING JACK RENTAL | 0.00 | 230.40 |
| 1011 | 427352 | 10/09/24 | 00005445 | TRI-SIGNAL INTEGRATION, | 170670 | FIRE ALARM REPAIR | 0.00 | 611.48 |
| 1011 | 427353 | 10/09/24 | 10013738 | TRUE NORTH COMPLIANCE SE | 731150 | PLAN REV/CHECK/AUG24 | 0.00 | 9,785.98 |
| 1011 | 427354 | 10/09/24 | 10012511 | TSG ENTERPRISES, INC | 290150 | WHITAKER SCH PK/AUG24 | 0.00 | 2,035.00 |
| 1011 | 427354 | 10/09/24 | 10012511 | TSG ENTERPRISES, INC | 590004 | PAVE REHAB/AUG-24 | 0.00 | 111.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,146.00 |
| 1011 | 427355 | 10/09/24 | 00004026 | UNITED PARCEL SERVICE | 650302 | SHIPPING CHG 9/25/24 | 0.00 | 29.04 |
| 1011 | 427356 | 10/09/24 | 10004438 | UNITED SHIELD INTERNATIO | 650407 | #RDS-15X27-LWIIIA-ERT- | 92.99 | 1,292.99 |
| 1011 | 427356 | 10/09/24 | 10004438 | UNITED SHIELD INTERNATIO | 650407 | #STD-22X40+LWIIIA-ERT- | 293.74 | 4,083.74 |
| 1011 | 427356 | 10/09/24 | 10004438 | UNITED SHIELD INTERNATIO | 650407 | #SPECTER-LED, SPECTER | 156.94 | 2,181.94 |
| 1011 | 427356 | 10/09/24 | 10004438 | UNITED SHIELD INTERNATIO | 650407 | #CB-SM, CARRY BAG SMAL | 5.81 | 80.81 |
| 1011 | 427356 | 10/09/24 | 10004438 | UNITED SHIELD INTERNATIO | 650407 | #CB-MED, CARRY BAG MED | 13.49 | 187.49 |
| 1011 | 427356 | 10/09/24 | 10004438 | UNITED SHIELD INTERNATIO | 650407 | FREIGHT | 0.00 | 150.00 |
| TOTAL CHECK | | | | | | | 562.97 | 7,976.97 |
| 1011 | 427357 | 10/09/24 | 10008867 | UNITED STATES POSTAL SER | 121135 | POSTAGE REPLENISHMENT | 0.00 | 10,000.00 |
| 1011 | 427358 | 10/09/24 | 10013521 | UNLIMITED POSSIBILITIES | 275120 | MARTIAL ARTS/SUMMR24 | 0.00 | 63.18 |
| 1011 | 427359 | 10/09/24 | 10002032 | VERIZON WIRELESS | 352363 | 87008359200001 SEP-24 | 0.00 | 371.19 |
| 1011 | 427359 | 10/09/24 | 10002032 | VERIZON WIRELESS | 170670 | 87008359200001 SEP-24 | 0.00 | 835.44 |
| TOTAL CHECK | | | | | | | 0.00 | 1,206.63 |
| 1011 | 427360 | 10/09/24 | 10002032 | VERIZON WIRELESS | 860810 | 54202108400001 SEP-24 | 0.00 | 211.68 |
| 1011 | 427361 | 10/09/24 | 10002032 | VERIZON WIRELESS | 560210 | 56130691500002 SEP-24 | 0.00 | 41.56 |
| 1011 | 427361 | 10/09/24 | 10002032 | VERIZON WIRELESS | 105105 | 56130691500002 SEP-24 | 0.00 | 41.56 |
| 1011 | 427361 | 10/09/24 | 10002032 | VERIZON WIRELESS | 998100 | 56130691500002 SEP-24 | 0.00 | 41.56 |
| 1011 | 427361 | 10/09/24 | 10002032 | VERIZON WIRELESS | 101101 | 56130691500002 SEP-24 | 0.00 | 97.53 |
| 1011 | 427361 | 10/09/24 | 10002032 | VERIZON WIRELESS | 352363 | 56130691500002 SEP-24 | 0.00 | 76.02 |
| 1011 | 427361 | 10/09/24 | 10002032 | VERIZON WIRELESS | 115110 | 56130691500002 SEP-24 | 0.00 | 97.52 |
| 1011 | 427361 | 10/09/24 | 10002032 | VERIZON WIRELESS | 170670 | 56130691500002 SEP-24 | 0.00 | 541.38 |
| TOTAL CHECK | | | | | | | 0.00 | 937.13 |
| 1011 | 427362 | 10/09/24 | 10002032 | VERIZON WIRELESS | 275105 | 56130691500007 SEP-24 | 0.00 | 337.08 |
| 1011 | 427363 | 10/09/24 | 10008881 | VOHNE LICHE KENNELS, INC | 650405 | MO MT TRAINING/AUG-24 | 0.00 | 400.00 |
| 1011 | 427364 | 10/09/24 | 00000138 | VULCAN MATERIALS, INC. | 560211 | ASPHALT | 0.00 | 536.31 |
| 1011 | 427365 | 10/09/24 | 00000142 | WAXIE SANITARY SUPPLY, I | 11 | TISSUE TOILET ROLL (80 | 201.50 | 2,801.50 |
| 1011 | 427365 | 10/09/24 | 00000142 | WAXIE SANITARY SUPPLY, I | 11 | RV TOILET TISSUE 80 PE | 47.68 | 662.93 |

SUNGARD PUBLIC SECTOR
DATE: 10/09/2024
TIME: 14:03:02

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 14
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20241003 00:00:00.000' and '20241009 00:00:00.000'
ACCOUNTING PERIOD: 4/25

FUND - 11 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ACTIVITY | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-----------|--------------|----------|----------|---------------------------|----------|------------------------|-----------|--------------|
| 1011 | 427365 | 10/09/24 | 00000142 | WAXIE SANITARY SUPPLY, I | 11 | TOWEL CENTER PULL 6 RO | 129.78 | 1,804.38 |
| 1011 | 427365 | 10/09/24 | 00000142 | WAXIE SANITARY SUPPLY, I | 11 | HANDLE BROOM 5' W/META | 6.03 | 83.81 |
| 1011 | 427365 | 10/09/24 | 00000142 | WAXIE SANITARY SUPPLY, I | 11 | HANDLE MOP WET #26 | 15.00 | 208.50 |
| 1011 | 427365 | 10/09/24 | 00000142 | WAXIE SANITARY SUPPLY, I | 11 | HANDLE BROOM 5' W/META | 6.03 | 83.81 |
| TOTAL | CHECK | | | | | | 406.02 | 5,644.93 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 170670 | MOBILE MMS SUBSCRIPTIO | 0.00 | 750.00 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 352567 | MOBILE MMS SUBSCRIPTIO | 0.00 | 4,200.00 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 452410 | MOBILE MMS SUBSCRIPTIO | 0.00 | 5,000.00 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 760310 | MOBILE MMS SUBSCRIPTIO | 0.00 | 5,000.00 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 160105 | MOBILE MMS SUBSCRIPTIO | 0.00 | 5,500.00 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 560210 | MOBILE MMS SUBSCRIPTIO | 0.00 | 5,500.00 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 171710 | MOBILE MMS SUBSCRIPTIO | 0.00 | 5,500.00 |
| 1011 | 427366 | 10/09/24 | 10008209 | WEBSOFT DEVELOPERS, INC. | 352363 | MOBILE MMS SUBSCRIPTIO | 0.00 | 19,700.00 |
| TOTAL | CHECK | | | | | | 0.00 | 51,150.00 |
| 1011 | 427367 | 10/09/24 | 10009209 | WEST GROVE VOLLEYBALL, L | 275120 | VOLLEYBALL/FALL-24 | 0.00 | 750.12 |
| 1011 | 427368 | 10/09/24 | 10005807 | WESTERN AUDIO VISUAL, INC | 650303 | TOTAL EQUIPMENT USED F | 0.00 | 35,067.00 |
| 1011 | 427368 | 10/09/24 | 10005807 | WESTERN AUDIO VISUAL, INC | 650303 | WAV MISC. MATERIALS, C | 0.00 | 1,293.50 |
| 1011 | 427368 | 10/09/24 | 10005807 | WESTERN AUDIO VISUAL, INC | 650303 | ENGINEERING DESIGN & D | 0.00 | 2,171.50 |
| 1011 | 427368 | 10/09/24 | 10005807 | WESTERN AUDIO VISUAL, INC | 650303 | PROGRAMMING | 0.00 | 3,429.00 |
| 1011 | 427368 | 10/09/24 | 10005807 | WESTERN AUDIO VISUAL, INC | 650303 | PROJECT MANAGEMENT | 0.00 | 1,457.50 |
| 1011 | 427368 | 10/09/24 | 10005807 | WESTERN AUDIO VISUAL, INC | 650303 | STAGING AND ASSEMBLY | 0.00 | 429.00 |
| 1011 | 427368 | 10/09/24 | 10005807 | WESTERN AUDIO VISUAL, INC | 650303 | INSTALLATION LABOR | 0.00 | 5,369.12 |
| TOTAL | CHECK | | | | | | 0.00 | 49,216.62 |
| 1011 | 427369 | 10/09/24 | 10012502 | WILD WATER OPERATING LLC | 171710 | SEP 24 CAR WASHES | 0.00 | 684.00 |
| 1011 | 427370 | 10/09/24 | 10011805 | VERN WILLIAMS | 275120 | @HOME WORKOUT/FALL24 | 0.00 | 26.60 |
| 1011 | 427371 | 10/09/24 | 10006857 | YARDLEY ORGILL CO., INC. | 352363 | COUPLINGS | 0.00 | 1,032.57 |
| 1011 | 427371 | 10/09/24 | 10006857 | YARDLEY ORGILL CO., INC. | 352363 | STOCK | 0.00 | 612.06 |
| 1011 | 427371 | 10/09/24 | 10006857 | YARDLEY ORGILL CO., INC. | 352363 | LID LIFTERS | 0.00 | 130.50 |
| TOTAL | CHECK | | | | | | 0.00 | 1,775.13 |
| 1011 | 427372 | 10/09/24 | 10013924 | YOO, HANNAH DAHM | 52 | UB REFUND | 0.00 | 22.93 |
| 1011 | 427373 | 10/09/24 | 10010943 | YORBA LINDA FEED STORE, | 275210 | HAYBALE/3 BIN PUMPKIN | 0.00 | 2,354.34 |
| 1011 | V427178 | 10/03/24 | 10013616 | III INTERACTIVE, LLC | 632110 | DIGITAL ADVERTISING | 0.00 | 20,000.00 |
| 1011 | V427374 | 10/09/24 | 10013793 | BUENA PARK HOTEL MARKETI | 995100 | BPHMA TRANSFER | 0.00 | 100,000.00 |
| TOTAL | CASH ACCOUNT | | | | | | 1,698.59 | 3,091,457.76 |
| TOTAL | FUND | | | | | | 1,698.59 | 3,091,457.76 |
| TOTAL | REPORT | | | | | | 1,698.59 | 3,091,457.76 |

| Voided Check Numbers | Date Printed |
|-------------------------|-----------------|
| 427276 | 10/9/2024 |
| 427337 | |
| 427338 | |

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$20,561.26 COVERING RETIREE PAYROLL ENDING
SEPTEMBER 30, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the
Director of Finance or his designated representative hereby certifies to the accuracy of the
following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$20,561.26, set forth on
the 2-page register attached to this resolution and made a part here of have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 10/03/2024
TIME: 13:07:37

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MR3'
ALL CHECKS

PAYRUN: MR3
DATE: 09/27/2024

| CHECK NUMBER | DEPOSIT AMOUNT | CHECK AMOUNT | MAN/VOID | -----EMPLOYEE----- | ID NUMBER |
|-----------------|-------------------|-----------------|----------|---------------------|-----------|
| 378894 | .00 | 3.00 | | BEVINS, RONALD | 9413 |
| 378895 | .00 | 3.00 | | CHESEN, DONNA | 9428 |
| 378896 | .00 | 153.00 | | DENNY, JOHNNIE | 9440 |
| 378897 | .00 | 153.00 | | FAIRMAN, ERIC | 9451 |
| 378898 | .00 | 153.00 | | GONZALES, ROBERT | 9461 |
| 378899 | .00 | 3.00 | | HAMBY, PAUL | 9466 |
| 378900 | .00 | 153.00 | | JACKSON, GARY | 9482 |
| 378901 | .00 | 153.00 | | KIMERY, ERIC | 9012 |
| 378902 | .00 | 15.00 | | LONG, LINDA | 9664 |
| 378903 | .00 | 3.00 | | MACIS, NORMA | 9504 |
| 378904 | .00 | 3.00 | | MAYS, MARY | 9677 |
| 378905 | .00 | 306.00 | | MCCAY, DONALD | 9517 |
| 378906 | .00 | 43.00 | | ROBLES, AMPARO | 9550 |
| 378907 | .00 | 153.00 | | SCHWENGEL, LLOYD | 9558 |
| 378908 | .00 | 3.00 | | SIGLER, CAROL | 9620 |
| 378909 | .00 | 15.00 | | TRUJILLO, FRANK | 9663 |
| 378910 | .00 | 151.00 | | TUTHILL, LOREN | 9581 |
| 378911 | .00 | 3.00 | | WINNER, SAMUEL | 9589 |
| V378912 | 15.00 | .00 | | AGUIRRE, RICHARD | 9624 |
| V378913 | 263.00 | .00 | | BANKS, TAMRA | 9687 |
| V378914 | 15.00 | .00 | | BECKER, LLOYD | 9409 |
| V378915 | 151.00 | .00 | | BERRY, STEVE | 9682 |
| V378916 | 167.79 | .00 | | BISBING, KRISTOPHER | 9675 |
| V378917 | 153.00 | .00 | | BORREGARD, MICHAEL | 9416 |
| V378918 | 153.00 | .00 | | BRANUM, TERRY | 9418 |
| V378919 | 1,441.88 | .00 | | CARNEY, PATRICK | 9014 |
| V378920 | 43.00 | .00 | | CIAMPA, LISA | 9429 |
| V378921 | 151.00 | .00 | | CISNEROS, RUDY | 9625 |
| V378922 | 43.00 | .00 | | CLARK, LAURENCE | 9430 |
| V378923 | 308.00 | .00 | | CONN, SANDRA | 9676 |
| V378924 | 43.00 | .00 | | COX, BARBARA | 9435 |
| V378925 | 3.00 | .00 | | CRISP, BEVERLY | 9612 |
| V378926 | 153.00 | .00 | | DASCENZI, PHILLIP | 9438 |
| V378927 | 43.00 | .00 | | DESOUCY, DOLORES | 9441 |
| V378928 | 153.00 | .00 | | DIXON, JAMES | 9442 |
| V378929 | 153.00 | .00 | | DOCK, HENRY | 9443 |
| V378930 | 3.00 | .00 | | EERNISSE, NOLA | 9448 |
| V378931 | 151.00 | .00 | | FONCECA, ARTHUR | 9456 |
| V378932 | 712.14 | .00 | | FORSYTH, RICHARD | 9680 |
| V378933 | 153.00 | .00 | | FROST, FRANK | 9458 |
| V378934 | 308.00 | .00 | | HAINLEY, LAWRENCE | 9651 |
| V378935 | 174.00 | .00 | | HENEIN, NABIL | 9662 |
| V378936 | 153.00 | .00 | | HESTER, KATHLEEN | 9627 |
| V378937 | 153.00 | .00 | | HICKEN, GARY | 9475 |
| V378938 | 263.00 | .00 | | HOLGUIN, ALEXANDER | 9604 |
| V378939 | 151.00 | .00 | | JACKSON, TERESA | 9628 |
| V378940 | 153.00 | .00 | | JONES, MICHAEL | 9656 |
| V378941 | 43.00 | .00 | | JONES, SHIRLEY | 9486 |
| V378942 | 151.00 | .00 | | JONES, WILLIAM | 9485 |
| V378943 | 43.00 | .00 | | KELLY, ANDREA | 9661 |

SUNGARD PUBLIC SECTOR
DATE: 10/03/2024
TIME: 13:07:37

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MR3'
ALL CHECKS

| | | | | |
|---------|----------|-----|---------------------|------|
| V378944 | 153.00 | .00 | KIRBY, GEORGE | 9488 |
| V378945 | 43.00 | .00 | KIRK, BRET | 9490 |
| V378946 | 989.86 | .00 | KOHANEK, WILLIAM | 9669 |
| V378947 | 3.00 | .00 | KYLE, LESLIE | 9493 |
| V378948 | 153.00 | .00 | LININGER, RODNEY | 9497 |
| V378949 | 15.00 | .00 | LITCHFIELD, WILLIAM | 9630 |
| V378950 | 151.00 | .00 | LOEHR, LOTHAR | 9499 |
| V378951 | 1,441.88 | .00 | LOVCHIK, MICHAEL | 9684 |
| V378952 | 43.00 | .00 | LOWRY, MARILYN | 9501 |
| V378953 | 153.00 | .00 | LUCENTI, THOMAS | 9502 |
| V378954 | 43.00 | .00 | MALOUFF, JOSEPHINE | 9505 |
| V378955 | 153.00 | .00 | MANNING, BRUCE | 9506 |
| V378956 | 43.00 | .00 | MARTIN, GLORIA | 9508 |
| V378957 | 43.00 | .00 | MARTINEZ, DAVID | 9649 |
| V378958 | 153.00 | .00 | MARTINEZ, MANUEL | 9667 |
| V378959 | 153.00 | .00 | MCNEILLY, MICHAEL | 9522 |
| V378960 | 15.00 | .00 | MEALER, JAMES | 9523 |
| V378961 | 153.00 | .00 | MONSON, THOMAS | 9638 |
| V378962 | 308.00 | .00 | MOTE, ROBERT | 9600 |
| V378963 | 2,093.07 | .00 | PELTON, GREGORY | 9699 |
| V378964 | 153.00 | .00 | PENA, RICHARD | 9598 |
| V378965 | 153.00 | .00 | POTTER, BRUCE | 9541 |
| V378966 | 153.00 | .00 | POWELL, ROGER | 9672 |
| V378967 | 43.00 | .00 | REDDICK, SUZANNE | 9655 |
| V378968 | 151.00 | .00 | RILEY, MARGARET | 9681 |
| V378969 | 43.00 | .00 | ROGERS, REGINA | 9631 |
| V378970 | 49.00 | .00 | ROONEY, MARIAN | 9622 |
| V378971 | 153.00 | .00 | SANDERS, DARYL | 9553 |
| V378972 | 15.00 | .00 | SANDOVAL, SANTIAGO | 9658 |
| V378973 | 153.00 | .00 | SCHOALES, JAMES | 9555 |
| V378974 | 43.00 | .00 | SELLS, ROBIN | 9659 |
| V378975 | 43.00 | .00 | SHEARN, WYNNETTE | 9641 |
| V378976 | 994.50 | .00 | SIANEZ, COREY | 9690 |
| V378977 | 153.00 | .00 | STEWART, GREGORY | 9572 |
| V378978 | 153.00 | .00 | SWISHER, JOHN | 9652 |
| V378979 | 153.00 | .00 | SYLVESTER, DAVID | 9574 |
| V378980 | 15.00 | .00 | TEMPLETON, JOHN | 9686 |
| V378981 | 151.00 | .00 | TILTON, SHALICE | 9683 |
| V378982 | 153.00 | .00 | WADELL, VERN | 9584 |
| V378983 | 739.30 | .00 | WARSINSKI, RICKY | 9645 |
| V378984 | 151.00 | .00 | WHITESIDE, JOHN | 9668 |
| V378985 | 43.00 | .00 | WHITLOCK, JOHN | 9633 |
| V378986 | 2,824.84 | .00 | WORRALL, GARY | 9685 |
| V378987 | 43.00 | .00 | WYMAN, GUADALUPE | 9592 |

PAYRUN TOTAL
CHECK: 94 19,092.26 1,469.00

TOTAL
CHECKS: 94 19,092.26 1,469.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$1,079,303.34 COVERING REGULAR PAYROLL ENDING
SEPTEMBER 27, 2024

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the
Director of Finance or his designated representative hereby certifies to the accuracy of the
following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$1,079,303.34 set forth on
this 8-page register attached to this resolution and made a part hereof have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 10/03/2024
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CITY OF BUENA PARK
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DATE: 10/04/2024

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RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$1,072,039.57 COVERING REGULAR PAYROLL ENDING
OCTOBER 11, 2024

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the
Director of Finance or his designated representative hereby certifies to the accuracy of the
following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$1,072,039.57 set forth on
this 8-page register attached to this resolution and made a part hereof have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024.

City Clerk

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| V379792 | 2,686.84 | .00 | DAVIS, TANIKKA | 1082 |
| V379793 | 691.04 | .00 | DELGADO, ISABEL | 502 |
| V379794 | 2,113.28 | .00 | GILLIAM, VERONICA | 218 |
| V379795 | 776.43 | .00 | GUZMAN, NADINE | 1917 |
| V379796 | 773.66 | .00 | HONG, YI | 2189 |
| V379797 | 3,262.53 | .00 | HURTADO, MARIA | 353 |
| V379798 | 1,239.14 | .00 | LARIZ RUBALCAVA, CARLOS | 429 |
| V379799 | 2,236.14 | .00 | MARQUEZ PINEDO, ANALISA | 3118 |
| V379800 | 461.74 | .00 | MARTINEZ, JEFFREY | 535 |
| V379801 | 1,017.69 | .00 | MEGGINSON, MARK | 562 |
| V379802 | 858.93 | .00 | MENDOZA, GISELLE | 522 |
| V379803 | 505.30 | .00 | MORISON, MATTHEW | 243 |
| V379804 | 2,522.47 | .00 | NIELSEN, ROSEMARY | 3760 |
| V379805 | 946.62 | .00 | ORTIZ, YAHAIRA | 241 |
| V379806 | 683.39 | .00 | RUFINO, JACOB | 528 |
| V379807 | 330.05 | .00 | RUIZ, ANA | 4591 |
| V379808 | 496.59 | .00 | SOSA, ELIANNA | 341 |
| V379809 | 578.83 | .00 | VALDEZ, NATALIA | 46 |
| V379810 | 450.79 | .00 | VEGA-MATA, PEDRO | 278 |
| PAYRUN TOTAL | | | | |
| CHECK: 413 | 1,072,039.57 | .00 | | |
| TOTAL | | | | |
| CHECKS: 413 | 1,072,039.57 | .00 | | |



C. PROCLAMATION RECOGNIZING OCTOBER 20 - 26, 2024 AS CHILDHOOD LEAD POISONING PREVENTION WEEK

| Meeting | Agenda Group |
|------------------------------------|----------------------------|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4C. |
| Presented By | Prepared By |
| | Angelica Lopez |

RECOMMENDED ACTION

Approve Proclamation.

Attachments

[Childhood Lead Poisoning Prevention.pdf](#)

**CHILDHOOD LEAD POISONING PREVENTION WEEK
OCTOBER 20-26, 2024**

- WHEREAS,** *this year October 20-October 26, 2024, has been designated as Childhood Lead Poisoning Prevention Week; and,*
- WHEREAS,** *the OC Health Care Agency's Public Health Services acknowledges that in 2022, a total of 376,007 children under age six in California were tested for lead exposure, which is harmful to children under the age of six; and,*
- WHEREAS,** *reducing lead exposure remains a public health priority. In 2022, it is estimated that 418,681 children in California were tested for lead exposure which may occur through sources such as paint, dust, soil, and water. Other items that may contain lead include toys, household items and certain foods. Even small amounts of lead in the body can adversely impact intelligence quotient (IQ), ability to pay attention, and academic achievement; and,*
- WHEREAS,** *in 2022, Orange County reported 472 of the 24,680 children under the age of six screened for lead had increased blood lead levels, increasing the need for the OC Health Care Agency to work collaboratively to increase education efforts and lead screening for children under the age of six in the community; and,*
- WHEREAS,** *the OC Health Care Agency works collaboratively with healthcare providers, parents, and community partners to ensure that children are screened for elevated blood lead levels. The OC Health Care Agency, through the Childhood Lead Poisoning Prevention Program and coordinated efforts with Orange County cities, remains committed to increasing community awareness about lead hazards and lead poisoning prevention methods to promote healthy families in the community.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK *does hereby proclaim October 20 - 26, 2024 as "CHILDHOOD LEAD POISONING PREVENTION WEEK". Screening children to identify and mitigate risks is critical. The HCA's Childhood Lead Poisoning Prevention Program and the City of Buena Park encourage all parents and caregivers of children under the age of six years to ask their child's medical provider about their risk for lead exposure and if a blood lead test is needed.*

PASSED AND ADOPTED *this 22nd day of October 2024.*

**Susan Sonne
Mayor**

**Joyce Ahn
Vice Mayor**

**Arthur C. Brown
Council Member**

**Connor Traut
Council Member**



City Council Regular Meeting Agenda Report

D. FINAL PAYMENT TO M.J. ELLS CONSTRUCTION, INC. FOR THE STAGE STOP BUILDING REPAIR PROJECT

| Meeting | Agenda Group |
|--|--|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4D. |
| Presented By | Prepared By |
| Jason Tran, E.I.T., Assistant Engineer | Mina Mikhael, Director of Public Works/City Engineer |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to M.J. Ellis Construction, Inc. in the amount of \$6,561.50; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On July 23, 2024, the City Council approved a contract with M.J. Ells Construction, Inc. in the amount of \$65,615 for the Stage Stop Building Repairs Project.

DISCUSSION

At the end of April 2024, the City's Stage Stop Building sustained fire damage. In response, the City solicited and reviewed proposals from multiple vendors for the restoration of the building and mitigation of fire-related odors. Staff proceeded with awarding the project to M.J. Ells Construction, Inc. The Stage Stop building houses Visit Buena Park (VBP) staff as well as two tenants: the North Orange County Chamber of Commerce (NOCCOC) and the Buena Park Collaborative. These occupants were displaced due to the state of the building. To facilitate prompt scheduling and timely completion of this project, pursuant to Sections 3.28.080 (emergency purchases) and 3.28.100 (informal bidding), the City Manager authorized both service providers to mobilize and commence work subject to finalizing of the contract documents.

The Stage Stop Building Repair Project has been completed. The scope of work performed by M.J. Ells Construction, Inc. included repairing all physical damages such as drywall, framing, doors, doorjamb, and painting the repaired areas.

Contract Dates

Advertisement: June 4, 2024

Contract Awarded: July 23, 2024

Notice to Proceed: August 5, 2025

Work Completed: September 11, 2024

The contractor has submitted a bill for work completed as of September 11, 2024. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of \$6,561.50. The final contract cost for this project is \$65,615. This amount is the exact amount of the approved construction project budget. An analysis of expenditures is listed in Appendix "A" – Capital Improvement Project Final Report.

It is hereby recommended that the City Council accept the project as complete and turn the public facility over to City forces for maintenance and operation.

BUDGET IMPACT

The final cost of the project is \$65,615. This project is funded by the Liability Claim Payments Account (Account No. 63-107420-6630).

Attachments

[Att 1 of 3 Finance Department Memorandum - Stage Stop Building Repair.pdf](#)

[Att 2 of 3 Appendix A - Stage Stop Building Repair.pdf](#)

[Att 3 of 3 Final Invoice.pdf](#)



City of
BUENA PARK

MEMORANDUM
Department of Public Works

DATE: October 22, 2024

TO: Adrian Garcia, Finance Manager

FROM: Mina Mikhael, P.E., Director of Public Works / City Engineer

SUBJECT: Stage Stop Building Repair Project

Amount: \$6,561.50 Account No.: 63-107420-6630

Purchase Order: 250054

Contractor: M.J. Ells Construction, Inc.
6896 Oran Circle
Buena Park, CA 90621

Payment Process Date per City Schedule: 10/30/2024

RECOMMENDATION:

It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:

This is to certify that the subject project has been completed satisfactorily. The contractor has submitted final bill for the completed work and is entitled to total to date payment in the amount of \$6,561.50 (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A "Notice of Completion" will be filed by the Public Works upon approval of the City Council. Final Payment represents 100% completion to date.

C: Joe Hunt, Public Works Manager
Gloria Hernandez, Account Clerk



Appendix "A" - Project Final Report

STAGE STOP BUILDING REPAIRS

CONTRACT

| | |
|---|--------------------|
| Original Construction Contract Amount | \$65,615.00 |
| Council Approved Construction Contingency Funds | N/A |
| Approved Construction Contract Amount | \$65,615.00 |

CONTRACT ADJUSTMENTS

Contract Change Orders

| | |
|-----------------------------------|------------|
| Total Contract Adjustments | N/A |
|-----------------------------------|------------|

CONTRACT EXPENDITURES

Previous Payments

| | |
|-------------------------------|--------------------|
| Value of Work Done Previously | \$59,053.50 |
| Retention Held Previously | <u>\$0.00</u> |
| Less Previous Payments | \$59,053.50 |

Final Payment

| | |
|--------------------------------|---------------|
| Value of Work Done This Period | \$6,561.50 |
| Retention Held This Period | <u>\$0.00</u> |

| | |
|--------------------------------------|-------------------|
| Total Amount Due This Payment | \$6,561.50 |
|--------------------------------------|-------------------|

PROJECT SUMMARY

| | |
|--|--------------------|
| Original Construction Contract Amount | \$65,615.00 |
| Total Construction Contract Adjustment | <u>N/A</u> |
| Revised Construction Contract | \$65,615.00 |

| | |
|---------------------------------------|--------------------|
| Approved Construction Contract Amount | \$65,615.00 |
|---------------------------------------|--------------------|

| | |
|---|---------------|
| Amount Over/Under the Approved Construction Contract Amount | \$0.00 |
| Percentage Over/Under the Approved Construction Contract Amount | 0.0% |

M.J. ELLS CONSTRUCTION, INC.

6896 ORAN CIRCLE
BUENA PARK, CA 90621
714-920-1869

Invoice

| Date | Invoice # |
|----------|-----------|
| 9/3/2024 | 883 |

| |
|---|
| Bill To: |
| City Of Buena Park Att: Nino 6650 Beach Blvd. Buena Park, Ca 90620 |

| |
|--|
| Ship To: |
| Navigation Center <i>STAGE STOP</i> 6494 Caballero Blvd <i>6601 Beach Blvd.</i> Buena Park, Ca 90620 |

| Customer ID | Customer PO | Payment Terms | Due Date | Sales Rep | Shipping Method | Ship Date |
|-------------|--------------------------------|-------------------|-----------|-------------------------|-----------------|-----------|
| | 250054 | CITY OF BUENA ... | 9/12/2024 | | | 9/3/2024 |
| Quantity | Description | | | Unit Price | Amount | |
| | \$23,000.00 paid | | | 0.00 | 0.00 | |
| | \$21,037.50 paid | | | | | |
| | \$14,746.00 Submitted 8-20 DUE | | | | | |
| | Final invoice \$6,561.50 DUE | | | 6,561.50 | 6,561.50 | |
| | Remaining balance \$0 | | | | | |
| | | | | Total \$6,561.50 | | |
| | | | | Payments/Credits \$0.00 | | |
| | | | | Balance Due \$6,561.50 | | |

City Council Regular Meeting Agenda Report

E. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE TRIMMING

| Meeting | Agenda Group |
|------------------------------------|--|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4E. |
| Presented By | Prepared By |
| Joe Hunt, Public Works Manager | Mina Mikhael, Director of Public Works/City Engineer |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

1) Approve Amendment No. 1 to Professional Services Agreement (PSA) 21-40 with West Coast Arborists, Inc. for tree trimming services in the amount of \$340,000; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget amendment in the amount of \$20,500 from the undesignated General Fund balance.

PREVIOUS CITY COUNCIL ACTION

On November 9, 2021, the City Council authorized a three-year agreement with West Coast Arborists, Inc. for approximately \$225,000 per year, depending on the nature and scope of tree trimming services requested, with the option to renew for two one-year extensions.

On October 8, 2024, the City Council gave direction for staff to prepare an ordinance that would require the City and its contractors to utilize electric-powered landscaping equipment. This item is expected to be presented to the City Council for approval in early 2025.

DISCUSSION

West Coast Arborists, Inc. (WCA) has provided the City of Buena Park with tree trimming services for over 30 years. Tree trimming services include trimming, pruning, tree removal, and stump removal within parkways, medians, City facilities and parks. WCA also hosts a computerized tree inventory of all public trees, which includes dates and details of when each tree is trimmed, the condition of the tree, and the monetary value of the tree. This inventory is routinely utilized and updated by both WCA and City staff, and is a critical part of Public Works Department risk management practices. WCA also plants trees for the City.

WCA has increased rates for routine work by approximately 2.5% since 2021, which is within the Consumer Price Index (CPI). Due to consideration of a proposed ordinance requiring the City and its contractors to utilize electric-powered landscaping equipment, staff requested WCA also include on their rate sheet the option for the City to request work be completed utilizing electric-powered equipment instead of gas-powered equipment, where possible. Under the proposed rate structure, the City would pay a 15% premium on work utilizing electric-powered equipment, if directed to by the City Council.

BUDGET IMPACT

The estimated annual cost of the agreement is between approximately \$300,000 to \$340,000. Utilizing gas-powered equipment, the cost is approximately \$300,000 and utilizing electric-powered equipment the cost is approximately \$340,000. The current General Fund budget breakdown for tree trimming services is as follows:

Right-of-Way Tree Maintenance Account (11-6240-560641): \$215,000 - \$247,000 Tree trimming and removal

Right-of-Way Tree Maintenance Account (11-6240-560641): \$30,000 Tree planting

Park Facility Maintenance Account (11-6240-860810): \$55,000 - \$63,000 Tree trimming and removal

Staff recommends a budget amendment allocating an additional \$4,000 to Park Facility Maintenance Account 11-6240-860810 and an additional \$16,500 to Right-of-Way Tree Maintenance Account 11-6240-560641 from the General Fund to cover potential increased costs associated with utilizing electric-powered equipment for the remainder of FY 2024-25. The remainder of the increased costs will be incorporated into future budgets.

Attachments

[Amendment #1 to PSA 21-40 with West Coast Arborists.pdf](#)

[Buena Park - WCA Proposed Rates 2024-25.pdf](#)

[Exhibit A - Scope of Work.pdf](#)

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH WEST COAST ARBORISTS, INC.**

This Amendment to Professional Services Agreement ("Amendment") dated **October 22, 2024**, and is between the City of Buena Park, a California municipal corporation ("CITY") and **West Coast Arborists, Inc.**, a **California Corporation** ("CONSULTANT"). CITY and CONSULTANT are at times referred to herein jointly as the "Parties" and individually as a "Party."

WHEREAS, the Parties previously entered into that certain Professional Services Agreement dated **November 9, 2021**, (the "Agreement"), pursuant to which CITY contracted with CONSULTANT to provide the "Services" defined in the Agreement;

WHEREAS, the Parties now desire to amend the Agreement to [DESCRIBE NATURE OF AMENDMENT], subject to the terms and conditions set forth in this Amendment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** The term of this Amendment shall commence on **December 1, 2024**, and shall remain in full force and effect until **November 30, 2025**, unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of the Agreement.
2. **SERVICES:** Subject to the terms and conditions in this Amendment, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" to this Amendment (the "*Additional Services*"). CITY may request changes or expansion of the Additional Services (each a "*Modification*") and in such cases the Modification to the Additional Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Additional Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.
3. **SCHEDULE OF PERFORMANCE:** CONSULTANT shall commence providing the Additional Services covered by this Amendment upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Additional Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.
4. **INCORPORATION.** Except as expressly amended herein this Amendment, all other terms and provisions of the Agreement shall govern this Amendment and remain in full force and effect, being deemed incorporated fully herein by this reference.

CITY OF BUENA PARK
a California Municipal Corporation

CONSULTANT

BY: _____
Aaron France, City Manager

Name of Business

Signature

ATTEST:

Print Name

BY: _____
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) ADDITIONAL SERVICES. CONSULTANT shall provide to CITY the following Additional Services:

See Exhibit A: Existing Agreement
In addition to Exhibit A, CONSULTANT will utilize electric-powered landscaping equipment upon request of City.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Additional Services in compliance with the following Schedule of Performance:

See Exhibit A; Existing Agreement

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Additional Services at the follow rates:

| | |
|---|------------|
| 1 Routine Full Prune 0-6 DBH Each | \$41.00 |
| 2 Routine Full Prune 7-18 DBH Each | \$61.50 |
| 3 Routine Full Prune 19-30 DBH Each | \$92.25 |
| 4 Routine Full Prune 31-36 DBH Each | \$153.75 |
| 5 Routine Full Prune >36 DBH Each | \$307.50 |
| 6 Routine Clearance Prune 0-6 DSH Each | \$30.75 |
| 7 Routine Clearance Prune 7-18 DSH Each | \$35.85 |
| 8 Routine Clearance Prune 19-36 DSH Each | \$41.00 |
| 9 Routine Clearance Prune >36 DSH Each | \$51.25 |
| 10 Routine Palm Prune - other spp Each | \$61.50 |
| 11 Routine Date Palm Prune Each | \$133.25 |
| 12 Routine Date Palm Shape Linear Foot | \$92.25 |
| 13 Routine Fan Palm Skin Linear Foot | \$15.35 |
| 14 Routine Palm Trunk Clean Linear Foot | \$15.35 |
| 15 Routine Palm Fruit Removal Each | \$61.50 |
| 16 Routine Tree & Stump Removal Inch | \$36.90 |
| 17 Routine Tree Only Removal Inch | \$26.65 |
| 18 Routine Stump Grind Inch | \$16.40 |
| 19 Routine Plant 15 Gallon Tree Each | \$169.10 |
| 20 Routine Plant 24" Box Tree Each | \$353.60 |
| 21 Extraordinary Full Prune 0-6 DBH Each | \$82.00 |
| 22 Extraordinary Full Prune 7-18 DBH Each | \$256.25 |
| 23 Extraordinary Full Prune 19-30 DBH Each | \$435.60 |
| 24 Extraordinary Full Prune 31-36 DBH Each | \$615.00 |
| 25 Extraordinary Full Prune >36 DBH Each | \$845.60 |
| 26 Contaminated Matl Disposal - ton Each | \$102.50 |
| 27 Risk Assessment Report Man Hour | \$164.00 |
| 28 Canopy Spray - ground Inch | \$6.15 |
| 29 PGR Trunk Banding Inch | \$6.15 |
| 30 PHC Specialist Man Hour | \$153.75 |
| 31 PHC Technician Man Hour | \$102.50 |
| 32 Senior Tree Trimmer Man Hour | \$102.50 |
| 33 Supervisor Man Hour | \$102.50 |
| 34 Tree Trimmer Man Hour | \$102.50 |
| 35 Grounds Person Man Hour | \$102.50 |
| 36 Operating Engineer Man Hour | \$153.75 |
| 37 Aerial Lift - 43-55' Hour | \$25.60 |
| 38 Aerial Lift - 75' Each | \$76.85 |
| 39 Aerial Lift - 60-70' Hour | \$51.25 |
| 40 Aerial Lift - 80-90' Hour | \$102.50 |
| 41 Box/Chip Truck Hour | \$25.60 |
| 42 Brush Chipper Hour | \$25.60 |
| 43 Utility Vehicle Hour | \$25.60 |
| 44 Stump Grinder Hour | \$25.60 |
| 45 Root Pruner Hour | \$25.60 |
| 46 Stake Bed Truck Hour | \$25.60 |
| 47 Dump Truck Hour | \$25.60 |
| 48 Roll Off Truck Hour | \$102.50 |
| 49 Loader Hour | \$51.25 |
| 50 Crane Hour | \$205.00 |
| 51 Arrowboard Hour | \$51.25 |
| 52 Daily Crew - 3 mn w/eqpt Day | \$2,767.50 |
| 53 Crew Rental Man Hour | \$102.50 |
| 54 ER Response - bus hrs, 2 hr min Hour | \$461.25 |
| 55 ER Response - after hrs, 4 hr min Hour | \$461.2 |
| WCA agrees to hold the rates the same for Contract Year 2024-2025 through November 30, 2025. Should the City require our firm to utilize electric tools, then the unit rates will increase by 15% for that specific work type | |

**Schedule of Compensation for Year 2024 - 2025****Tree Maintenance Services performed by WCA, Inc.**

| Item | Description | Unit | Proposed Prices |
|------|------------------------------------|-------------|-----------------|
| 1 | Routine Full Prune 0-6 DBH | Each | \$41.00 |
| 2 | Routine Full Prune 7-18 DBH | Each | \$61.50 |
| 3 | Routine Full Prune 19-30 DBH | Each | \$92.25 |
| 4 | Routine Full Prune 31-36 DBH | Each | \$153.75 |
| 5 | Routine Full Prune >36 DBH | Each | \$307.50 |
| 6 | Routine Clearance Prune 0-6 DSH | Each | \$30.75 |
| 7 | Routine Clearance Prune 7-18 DSH | Each | \$35.85 |
| 8 | Routine Clearance Prune 19-36 DSH | Each | \$41.00 |
| 9 | Routine Clearance Prune >36 DSH | Each | \$51.25 |
| 10 | Routine Palm Prune - other spp | Each | \$61.50 |
| 11 | Routine Date Palm Prune | Each | \$133.25 |
| 12 | Routine Date Palm Shape | Linear Foot | \$92.25 |
| 13 | Routine Fan Palm Skin | Linear Foot | \$15.35 |
| 14 | Routine Palm Trunk Clean | Linear Foot | \$15.35 |
| 15 | Routine Palm Fruit Removal | Each | \$61.50 |
| 16 | Routine Tree & Stump Removal | Inch | \$36.90 |
| 17 | Routine Tree Only Removal | Inch | \$26.65 |
| 18 | Routine Stump Grind | Inch | \$16.40 |
| 19 | Routine Plant 15 Gallon Tree | Each | \$169.10 |
| 20 | Routine Plant 24" Box Tree | Each | \$353.60 |
| 21 | Extraordinary Full Prune 0-6 DBH | Each | \$82.00 |
| 22 | Extraordinary Full Prune 7-18 DBH | Each | \$256.25 |
| 23 | Extraordinary Full Prune 19-30 DBH | Each | \$435.60 |
| 24 | Extraordinary Full Prune 31-36 DBH | Each | \$615.00 |
| 25 | Extraordinary Full Prune >36 DBH | Each | \$845.60 |
| 26 | Contaminated Matl Disposal - ton | Each | \$102.50 |
| 27 | Risk Assessment Report | Man Hour | \$164.00 |
| 28 | Canopy Spray - ground | Inch | \$6.15 |
| 29 | PGR Trunk Banding | Inch | \$6.15 |
| 30 | PHC Specialist | Man Hour | \$153.75 |
| 31 | PHC Technician | Man Hour | \$102.50 |
| 32 | Senior Tree Trimmer | Man Hour | \$102.50 |
| 33 | Supervisor | Man Hour | \$102.50 |
| 34 | Tree Trimmer | Man Hour | \$102.50 |



Schedule of Compensation for Year 2024 - 2025

Tree Maintenance Services performed by WCA, Inc.

| Item | Description | Unit | Proposed Prices |
|------|-----------------------------------|----------|-----------------|
| 35 | Grounds Person | Man Hour | \$102.50 |
| 36 | Operating Engineer | Man Hour | \$153.75 |
| 37 | Aerial Lift - 43-55' | Hour | \$25.60 |
| 38 | Aerial Lift - 75' | Each | \$76.85 |
| 39 | Aerial Lift - 60-70' | Hour | \$51.25 |
| 40 | Aerial Lift - 80-90' | Hour | \$102.50 |
| 41 | Box/Chip Truck | Hour | \$25.60 |
| 42 | Brush Chipper | Hour | \$25.60 |
| 43 | Utility Vehicle | Hour | \$25.60 |
| 44 | Stump Grinder | Hour | \$25.60 |
| 45 | Root Pruner | Hour | \$25.60 |
| 46 | Stake Bed Truck | Hour | \$25.60 |
| 47 | Dump Truck | Hour | \$25.60 |
| 48 | Roll Off Truck | Hour | \$102.50 |
| 49 | Loader | Hour | \$51.25 |
| 50 | Crane | Hour | \$205.00 |
| 51 | Arrowboard | Hour | \$51.25 |
| 52 | Daily Crew - 3 mn w/eqpt | Day | \$2,767.50 |
| 53 | Crew Rental | Man Hour | \$102.50 |
| 54 | ER Response - bus hrs, 2 hr min | Hour | \$461.25 |
| 55 | ER Response - after hrs, 4 hr min | Hour | \$461.25 |

WCA agrees to hold the rates the same for Contract Year 2024-2025 through November 30, 2025. Should the City require our firm to utilize electric tools, then the unit rates will increase by 15% for that specific work type.

EXHIBIT A

TECHNICAL SPECIFICATIONS TREE MAINTENANCE SERVICES SCOPE OF SERVICES & COMPENSATION

The contractor shall provide the following services and meet the following specifications:

1. **Required Qualifications**

- a. Contractor must hold a valid State of California Contractors License Class C-27, C-61, or D-49 in good standing.
- b. Contractor must have an English speaking employee with field crews at all times.
- c. Contractor must have satisfactorily completed at least five (5) separate and individual Southern California municipal tree maintenance projects in the last five (5) years.
- d. Contractor must submit a Quality Control plan at time of Proposal submission and comply with this Quality Control throughout the term of the contract. Plan must include International Society of Arborist (ISA) certified staff and their training; in addition, proposed supervision and inspection of work. Also, the ability to provide an effective and efficient means of identifying and correcting problems for all operations throughout the term of this project.
- e. Contractor must submit annually, prior to contract execution and/or contract renewal, current OSHA certification of all aerial devices and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used for this project.

2. **Length of Contract**

- a. The initial length of this agreement shall be from the date of execution through December 1, 2025, with one (1) one-year optional extension.
- b. The Director may extend the agreement beyond the initial contract period contingent on satisfactory performance of the bidder and continued funding.
- c. Any increase in the "Schedule of Compensation" shall be negotiated for the future optional years on a year to year basis, upon request by the Contractor and agreement by the City, prior to April 30 of any given year for the following annual contract extension.
- d. Contract extensions may extend agreement to a maximum of five (5) years (initial three (3) year agreement and two (2) annual contract extensions) through December 1, 2026.

3. **Services to be Provided**

- a. Contractor shall furnish all labor, equipment, materials and supervision to perform maintenance services for City trees as described herein including, but not limited to, the following:

1. Tree Pruning
2. Tree Removal
3. Stump Removal
4. Root Pruning
5. Tree Planting
6. Tree Staking
7. Removal of Hazardous Branches
8. Removal of tree debris and/or tree trimmings
9. Worksite Cleanup
10. Repair of Damaged Sprinklers ✓
11. Repair or Replacement of Damaged Fences or Walls ✓
12. Soil Replacement
13. Damaged Tree and /or Shrub Replacement
14. Collection of Tree Inventory Data
15. Distribution of No Parking Signs and Door hangers
16. Contact with the Public
17. Employee Uniforms with Company Logo or Designation
18. Vehicles and Equipment with Company Logos or Designation.
19. Traffic Control.
20. Other Services Set Forth in this Agreement

- b. All work shall conform to the latest edition of Pruning Standards of the Western Chapter ISA and these specifications. In all cases the Director of Public Works, or his designee, shall have complete and sole discretion in determining conformance and acceptability of the trees trimmed by the contractor. Trimmed trees rejected by the Director, or his designated representative(s), shall be excluded from payment.

- c. Contractor shall have the duty to provide services for City trees as assigned.

- d. Contractors shall be available 24 hours per day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

- e. Contractor has the duty to familiarize and fully acquaint himself/herself with the conditions and possible difficulties associated with the performance of the contract. Contractor shall be responsible for carefully verifying the number of trees, tree varieties, and tree locations for any proposed work.

- f. No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.

4. Areas to be Maintained

- a. Worksites will include City trees within the Public right-of-way. Worksites will also include Parks, or other areas where trees are under the jurisdiction of the City of Buena Park.
- b. Trees to be serviced will be provided on a monthly basis and may consist of individual trees located throughout the City.
- c. It should be understood that this project is not solely "section" or "block" type tree trimming.

5. Definitions

- a. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Director of Public Works, or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- b. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.
- c. The following are definitions for terms used in this project:
 1. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.
 2. Block Trim shall consist of a group of trees to be pruned in a localized area as defines by the Director.
 3. Callus shall refer to the new growth made by the cambium layer around all of a wound.
 4. Cambium Layer shall mean the growing point between bark and sapwood.
 5. Closure shall refer to the roll of the callus growth around the wound area.
 6. Crown shall mean the head or canopy of tree foliage.

7. The Cut shall mean the exposed wood area that remains after the branch has been removed.
8. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.
9. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.
10. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.
11. Leader shall mean central growth shoot.
12. Lifting shall refer to the removal of lower branches for under clearance.
13. Parent System shall mean the main trunk system of the tree.
14. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.
15. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.
16. Sap Flow shall mean the definite course assumed by sap in its movement through the tree.
17. Scars or Injuries shall refer to natural or man-made lesions of the bark in which wood is exposed.
18. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.
19. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.
20. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.
21. Topping see Cut Back.
22. Tracing - shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.

23. Trimming - see Pruning.
24. Inspector shall mean the duly authorized representative of the Director of Public Works Department who shall monitor the contractor's progress within the Urban Forestry project area he/she is assigned to.
25. Trash and Litter shall mean any debris generated by the Contractor within the Urban Forestry project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc., which is not intended to be present as part of the landscape.

d. Tree Trimming Classifications and Tasks

1. A Full Trim shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public right-of-ways.
2. A Clearance Trim shall consist of: Removing branches to provide a 14 foot clearance from the top of the curb; clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
3. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.

e. Tree Removals

1. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working or other hazardous conditions to individuals, landscape, structures, obstacles, or private property.
2. Trees shall not be stump cut and felled. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of a 8" in a 12 ft. zone around the tree shall be removed by grinding. **Grinding of stump shall be completed within 48 hours of tree removal.**

3. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. All debris shall be properly removed off site and at the contractor's expense. Wood that can be burned by the homeowner shall be cut up and left in the parkway. **However, twigs, branches, leaves, and large wood shall be removed from the site prior to the crew vacating the worksite.** Work shall not start before 7 AM or continue past 6 PM. No work is to be scheduled on weekends or national holidays without prior approval of the Director. Contractor shall notify Dig Alert two working days prior to tree removals at 1-800-227-2600.

f. Root Pruning

1. Root pruning consists of cutting the roots vertically along a straight, linear plane, usually along the curb and sidewalk to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.
2. Root pruning shall be done with a power stump grinder or power root cutter, unless the Director of Public Works Department gives prior approval. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
3. The Contractor shall notify Dig Alert two working days prior to root pruning at 1-800-227-2600.

g. Stump Grinding

Stumping consists of grinding tree stumps to a minimum of eighteen inches (18") below soil surface unless utilities prevent a 18" depth. All surface roots within a depth of a 12 ft. zone around the tree shall be removed by grinding. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600.

h. Tree Planting

Tree planting shall be done as outlined in the Street Tree Planting Detail of the City of Buena Park Public Works.

Contractor shall furnish all materials and labor. Contractor shall notify Dig Alert two working days prior to plant pit excavation at 1-800-227-2600.

i. Emergency Work Charges

Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays. Contractor shall respond to emergency calls within two (2) hours from time of notification.

j. Hourly Work Charges

Regular hourly work charges shall include trimming and clean up of broken limbs, thinning, restaking and/or removal of young trees, and other services need generally as a result of storm damage. This work shall occur during normal working hours

6. **GENERAL TREE PRUNING REQUIREMENTS**

- a. All cuts shall be made sufficiently close to the trunk or parent limbs, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

1. Removal of Laterals

The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar).

For any branch too large to be held while being cut, remove by means of the following cuts:

- a. Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).
- b. Cut off the branch beyond the undercut where necessary, to prevent property damage. branches shall be lowered to the ground by ropes and/or proper equipment.
- c. Remove the remaining stub via a final cut, as described above. (Section 6 a 1).

2. Removal of Terminals (Tip Thinning and Drop Crotching)

- a. Thinning or "Lacing out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be 1/3 the diameter of the terminal being removed). Remove numerous small terminals and laterals rather than taking out a few large ones.

- b. Size Reduction takes out portions of the crown for height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. The basal diameter of a lateral should be at least 1/3 the basal diameter of the terminal being removed. Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.
- c. Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:
 - 1. Obstructing branches. Clear walks, traffic ways, buildings and other manmade structures. Clear other trees, plants as needed.
 - 2. Dead, broken, diseased or weak branches. (Also, stubs left by previous pruners).
 - 3. Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.
 - 4. Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.
 - 5. Parallel branches. Branches less than a foot apart which run parallel for several feet may eventually damage each other. The less desirable one should be removed.
 - 6. Wind-breakage risks. Crowns that are too high and/or too dense should be thinned, and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.
 - 7. Branches that disrupt tree form. Excessively vigorous branches, or those that run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry as such can be both attractive and safe).

- b. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or a Clorox (bleach) solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
- c. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate.
- d. All girdling roots visible to the eye are to be reported to the Director.
- e. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, shall be reported in writing to the Director and corrective measures recommended.
- f. When pruning trees, the contractor shall make all trees shapely and typical of their species. (Under no circumstances shall the any tree have their central leader removed without written consent from the Public Works Director).

7. **General Palm Trimming Requirements**

- a. All work shall be done in accordance within the following guidelines:
 - 1. Live fronds shall be removed as close as possible to the trunk. The remaining fronds are to be approximately 45 degrees to the trunk.
 - 2. All dead fronds and parts thereof shall be removed to a sound, intact portion, neatly and closely trimmed to the circumference of the trunk.
 - 3. All vines shall be removed from the trunk and cut at ground level.
 - 4. Only full, live fronds shall remain at the crown. Precaution shall be taken so that remaining fronds and stalks are not partially cut.
 - 5. The contractor shall be required to remove and dispose of all fronds found hanging or fallen from these trees trimmed for a period of thirty (30) days following said trimmings.
 - 6. Climbing spurs are not to be used when trimming trees, because of the damage caused to trees. Under special conditions, the Director may consider the use of climbing spurs. The request must be in writing and there is no assurance that permission to use climbing spurs will be granted.
 - 7. The work shall include daily clean up and disposal of all branches, fronds, stubs, twigs, leaves and other debris resulting from the trimming operation.

8. Tree and Stump Removal Requirements

- a. Before starting any work below ground level, the Contractor shall contact Dig Alert at 1-800-227-2600. Contractor shall make sure utilities are located in the area and arrange his work so as not to damage any utility services.
- b. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working conditions and/or other hazardous conditions to individuals, landscape, structures, or obstacles.
- c. Trees shall not be stump cut and felled.
- d. Tree stumps not designated for removal shall be cut flush with the ground.
- e. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent a 18" depth. All surface roots within a 12ft. diameter zone around the tree shall also be removed by grinding.
- f. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded.
- g. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. At all times the contractor prior to vacating the worksite shall cleanup and remove trimmings and debris.
- h. All areas shall be left clean and free of debris at the close of each day's operation. Work shall not start before 7 AM or continue past 6 PM. No work is to be scheduled on weekends or national holidays without prior approval of the Director.
- i. All debris shall be properly disposed of off site and at the contractor's expense.

9. ROOT PRUNING

- a. Before starting any work below ground level, the Contractor shall contact Underground Service Alert at 1-800-422-4133. Contractor shall make sure utilities are located in the area and arrange his work so as not to damage any utility services
- b. Root pruning consists of cutting the roots vertically with a power root cutter, along a straight, linear plane, usually along the curb and sidewalk and adjacent to the tree, to an 18" depth.

- c. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
- d. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. The sprinkler system shall be verified as operational, with any damage repaired within 24 hours.

10. WORK SCHEDULE

- a. Work will be assigned and completed on a monthly basis.
- b. Contractor will secure a list of tree maintenance locations from the Public Works Department during the last week of the month that identifies work assignments for the following month.
- c. Contractor shall keep the Public Works Department informed of their progress at all times.
- d. Hours of normal operations:
 - 1. All work performed in the City, other than emergencies, shall occur between Mondays and Fridays from 7 AM to 5 PM. Exceptions may be made to normal working hours, where incidences of use or traffic may be too great during the hours specified to allow for proper contract performance.
 - 2. Work shall not occur, unless it is an emergency, on the weekends or holidays, without prior approval from the Director.
 - 3. Work that generates excess noise and would cause annoyance to residents of any area shall not be commenced before 7:00 AM. Contractors shall establish a schedule of routine work to be followed in the performance of this contract.
- e. Upon submission of each monthly invoice during the term of this contract, the contractor shall submit to the Director a report describing in detail all work performed during the previous month. Said report shall be in a form easily transferred or downloaded into the City of Buena Park Urban Forestry Database and include the following:
 - 1. Date the work was performed.
 - 2. Tree address and location.
 - 3. Tree species (within attribute range).
 - 4. Diameter of trunk at breast height (within attribute range).
 - 5. Tree height (within attribute range).
 - 6. Tree condition (within attribute range).
 - 7. Any visible decay, conks or hazardous condition.

11. Assembly Bill 73

- a. The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least 2 days prior to excavation..."
- b. Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.
- c. The regional notification center is Dig Alert at (800) 227-2600.

12. CONTRACTOR LIABILITY

- a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of his operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways, sprinklers or any other property, shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired/replaced at the Contractor's own expense.
- b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or his representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.
- c. Irrigation damage shall be repaired or replaced within the following time limits:
 - 1. Mainline irrigation breaks shall be repaired within two (2) hours.
 - 2. All other irrigation repair and/or replacement shall be completed within 24 hours.
- d. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced within 48 hours.
 - 1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Prior to trimming or removing any trees in large turf areas, the Contractor is required to lay down ¾ inch thick plywood sheets or approved equal to protect turf from damage and settling from vehicles traffic. Plywood is to

be removed immediately after the completion of work. No plywood or mats are to be left more than 5 hours on turf to prevent turf burn or compaction. Any physical damages incurred by the Contractor to private or public property shall be corrected by the Contractor in a manner and within a time period dictated by the Public Works Department. Failure by the Contractor to make such corrections may result in the City causing said corrections to be made and deducting the cost for the same from payments due the contractor for work performed. An additional 20% penalty charge shall be added as compensation to the City of overhead cost incurred in causing said corrections to be made.

2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director.
3. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Director the damage is severe, the shrub shall be removed and replaced with the same variety and size.
4. Damage to trees shall be addressed in the following manner:
 - a. Trees in the contract area may be checked before contract work begins, and random checks may be carried out during the contract period.
 - b. The Contractor should inspect all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the assigned area inspector.
- e. Any damage to public or private property shall be reported to the City within one (1) hour.
- f. All work shall be inspected, verified, and completed to the satisfaction of the Director, or his authorized representative.

13. UNAUTHORIZED REMOVALS

Unauthorized tree removals will incur the following penalties:

- a. Under 12" diameter\$ 1,200.00
- b. 12" to 36" diameter\$ 2,400.00
- c. 36" diameter or greater.....\$ 3,600.00

14. PUBLIC RELATIONS

- a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.
- b. Contractor shall have the duty to purchase door hangers, acceptable to the City, and distribute to residents where tree maintenance is planned 72 hours prior to the work being completed.
- c. The door hangers shall be printed in English on one side and Spanish on the other side.

15. INSPECTIONS

- a. Inspections will be performed at times mutually agreed upon by the City Inspector and the Contractor representative. The inspector may make random visits when the Contractor is working in a specific area at his discretion.
- b. All inspections called for by the Contractor shall be requested at least forty-eight (48) hours prior to the anticipated inspection.
- c. All work shall meet the approval of the Director or his designated representative, or is rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City.
- d. If the Contractor calls for inspections and is not ready for the inspections, the Contractor shall be back charged at the hourly rate, including travel time, for all members of the team of inspectors involved.

16. HAZARDOUS CONDITIONS

- a. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.
- b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.
- c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.
- d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.

- e. Contractors shall cooperate fully with the City of Buena Park in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

17. SAFETY

- a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, OSHA and CAL-OSHA.
- b. The Director, or his representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.
- c. Contractors shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Director. The Contractor must abide by the provisions of the "2012 WORK AREA TRAFFIC CONTROL HANDBOOK" published by Building News, Inc., 1612 S. Clementine St., Anaheim, CA 92802, (800)873-6397.
- d. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.
 - 1. High Level Warning Devices shall be at least 9 feet high with legs, base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning Devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.
 - 2. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractors. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.

3. High Level Warning Devices shall be used where indicated by the Director, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.
- e. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to resist displacement. The center of the warning sign shall be at least 4 1/2 feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. On divided roadways, supplemental Advance Warning signs shall be placed on the divider.

18. **CONTRACTOR STAFF**

- a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.
- b. Contractors shall have competent supervisors, who may be working supervisors, **on the job at all times work is being performed who are capable to communicate effectively both in written and oral English**, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor.
- c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Buena Park.
- d. Contractors shall require each of his employees to wear basic public works working attire. These are basically proper boots, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, or the Director.
- e. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the tree maintenance services. The

identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

19. OFFICE STAFF

- a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of Buena Park or the Director.
 1. This person(s) shall be reachable twenty-four (24) hours per day.
 2. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.
 3. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Buena Park.
 4. During normal working hours, the Contractor and/or supervisors, who are responsible for providing tree maintenance services, shall be available for notification through pager, cellular telephone and/or radio communication.

20. STORAGE FACILITIES

The City of Buena Park shall not provide any storage facilities for the Contractors.

21. SIGNS

- a. Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Director.
- b. Contractors shall, at all times, remove all unauthorized signs and advertising matter from trees receiving maintenance.

22. NON-INTERFERENCE

Contractors shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

23. PARKING

- a. Contractors shall park his vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.

- b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.
- c. The City of Buena Park will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property.

24. GENERAL CLEAN-UP

- a. The Contractor shall promptly clean all job sites when work is completed, including the raking of leaves, twigs, and other debris generated from their operation, from the lawn, sidewalk and parkway and sweep the street.
- b. Each day's scheduled work shall be completed and cleaned up prior to the Contractor vacating the work site. **Under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.**

25. AERIAL UTILITIES

- a. Contractor shall trim limbs a minimum of five (5) feet from street lights.
- b. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-1988, Safety Requirements.
- c. The contractor shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to the contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.

26. TEMPORARY "NO PARKING" SIGNS

- a. During tree trimming operations, the contractor shall post "No Parking" signs forty eight (48) hours in advance of commencing work and they shall be placed at regular intervals 150 feet in advance and 150 feet beyond the restricted area.
- b. All costs for furnishing, posting and maintaining temporary "No Parking" signs shall be included in the various bid items and the Contractor shall be awarded no additional compensation for performing this function.
- c. "No Parking" signs shall be supplied by the contractor and be constructed as follows:
 - 1. Minimum size 9" x 12"
 - 2. Color shall be red on white background.

3. Markings and materials will be suitable so as to withstand exposure to inclement weather.
 4. Lettering size shall be a minimum of 1/2" in height.
 5. Sign shall be approved by the Parks, Recreation and Community Services Director prior to placement.
- d. The following information will appear on each posted "No Parking" sign:
1. "Temporary No Parking", "Tow Away", "By Order of the Police Department".
 2. Date(s) sign is in effect.
 3. Time period sign is in effect.
 4. Reason for posting (Tree Trimming).
 5. Date and time the sign was posted.
- e. Signs shall be posted conspicuously so as to allow unobstructed visibility of oncoming traffic and to the operators of vehicles parked in the restricted areas.
- f. Signs shall not be posted more than 50' apart.
- g. Signs shall not be posted on private property.
- h. Signs shall be posted within the parkway area or as close to the roadway as practical.
- i. Signs shall be posted at the height so as to be visible over parked vehicles, but not higher.
- j. Signs shall be securely fastened but in such a manner as to not damage the item to which they are affixed.
- k. Signs may be posted on any standard or tree within the parkway, except that in the absence of such items, signs may be attached to traffic barricades.

27. REMOVAL OF BRUSH, DEBRIS AND ALL EQUIPMENT

It shall be the responsibility of the contractor to ensure that the street, parkway, sidewalk, and slope areas of all property shall be left free of debris and equipment. This includes, but is not limited to cones, signs, dumpsters, safety devices, and all heavy and light equipment and vehicles, which shall be removed at the close of each day's operation. With the exception of the actual work performed, all sites shall be in their original

condition at the conclusion of each working day. An exception to this paragraph is if the homeowner desires that the wood be cut up and left in the parkway. If this is the case, Contractor will cut up wood and stack in parkway.

28. EMERGENCY CALLS FOR TREE SERVICE

- a. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
- b. The Contractor shall have the duty to respond to emergency calls within two (2) hours from time of notification.
- c. Contractor must designate a person within his company who will respond to emergency calls 24 hours a day.
- d. Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a twenty four (24) hour basis. The Contractor's name and telephone number will also be listed with the Police Department.
- e. Upon arriving at any emergency situation it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public.
- f. Failure to respond within two (2) hours of attempt to contact may result in a \$200 penalty per incident. Failure to respond to an emergency at any level will subject Contractor to any primary or secondary cost arising from said emergencies.

29. EXTRAORDINARY SERVICES

- a. Contractors may be responsible for providing extraordinary tree maintenance services
 1. Extraordinary tree maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day on-call service for emergency calls.
 2. The Contractor shall notify the Director of Public Works or his representative by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.
 3. Contractors shall be compensated for extraordinary work as defined in the Schedule of Compensation.

- b. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
 1. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
 2. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.
- c. If a City Representative is still at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.
 1. If the repair will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.
 2. If the repair will take longer than the City Employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.
- d. The following individuals or agencies may call an emergency at any time for extraordinary services involving emergency work:
 1. City Manager
 2. Public Works Manager / Operations Manager
 3. Director of Public Works
 4. Facilities/Parks Maintenance Superintendent
 5. Streets Maintenance Superintendent
 6. Orange County Sheriff Department
 7. Orange County Fire Authority
- e. The following emergency phone numbers are listed for the convenience of Contractors.

Orange County Fire Authority (714) 573 6000
 Orange County Fire Authority (Emergency)..... 911
 Orange County Sheriff Department (Dispatch) (949) 770-6011
 Orange County Sheriff Department (Emergency)..... 911

30. **EXECUTION OF CONTRACT**

- a. The date of award shall be determined by the Director, after the City Council accepts the Proposal and the Contractor and the City Manager have executed the Contract Agreement.

- b. The date of termination shall be December 1 for any given year; however, the Contract is subject to extension or termination as described in these specifications.

31. COMPENSATION FOR TREE MAINTENANCE SERVICES

- a. The City shall compensate the Contractor beginning 45 days after the commencement of work. The total compensation will be based on satisfactory work performed the previous month at the rate described in the Schedule of Compensation.
- b. Billing adjustments may be made where authorized by this Agreement.

32. METHOD OF PAYMENT

- a. The Contractor will be paid monthly for satisfactory work performed under this contract.
- b. On or about the first of each month the Contractors shall submit an invoice and **all reports required in the Agreement** for work performed in the prior month.
 - 1. This invoice shall be in accordance with the schedule of compensation and shall become the basis for payment.
 - 2. This invoice shall be subject to review and approval by the Director.
 - 3. All submitted invoices, approved by the Director, shall require a minimum of three (3) weeks for processing by the City of Buena Park Finance Department.
 - 4. The City shall not pay any charges in the invoice not approved by the Director.
 - 5. Along with the invoice the Contractor shall provide a monthly green waste report. This report shall describe how much green waste was generated, where it was disposed of, and how much was recycled.
 - 6. The monthly invoice should also include the tree inventory database update for all trees serviced and billed during the month. The tree inventory database shall be in the format submitted in the Proposal by the Contractor and accepted by the City.

33. DISCREPANCIES OR OMISSIONS

- a. Should a bidder find discrepancies or omissions in the plans, specifications or other documents, or he in doubt as to their true meaning, he may request a written interpretation from the Director of Public Works.

- b. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom Proposal has been issued and shall become a part of the Proposal.

34. MINOR MODIFICATIONS

The Director may modify these specifications with the joint approval of the Contractor.

35. CONTRACTOR NONCOMPLIANCE

- a. If the Director determines that there are deficiencies in the performance of this Agreement, the Director will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Director, to correct the specified deficiencies.
- b. Should the Contractor fail to correct any deficiencies within the stated time frame, the Director may exercise the following measures:
 - 1. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead.
 - 2. Withhold the entire or partial payment.
 - 3. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.
 - 4. Deduct liquidated damages.
 - a. Since it is difficult to determine the extent of actual damages which result from failure to correct a deficiency within a stated time frame; a reasonable estimate of such damages shall be set at \$100 per day, or a portion thereof, for each deficiency which exceeds the stated time frame for correction.
 - b. This amount shall be deducted from the Contractor's payment.
 - c. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover City of Buena Park cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.
 - d. The Director shall decide all questions that arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.

- e. In addition to the provisions of Section 36 (b), in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Buena Park may immediately terminate this Agreement.

36. PAYMENTS WITHHELD

The City may withhold the entire or partial payment for the following reasons:

- a. Work required in the specifications that are defective, incomplete or not performed.
- b. Claims filed as a result of the Contractors work, or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly for materials and/or labor.
- d. A reasonable doubt that the contract cannot be completed for the remaining balance.
- e. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Director which is/are incomplete or not performed.

37. WITHHELD CONTRACT FUNDS

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300.

38. CONTRACT TERMINATION

- a. The City reserves the right to terminate the contract, without penalty, for cause immediately or without cause after thirty (30) days written notice thereof is delivered to the Contractor either personally or by mail addressed as shown on the purchase order form.
- b. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.
- c. If the Contractor fails to meet the specifications of this contract for any fifteen (15) days, consecutive or non-consecutive, the City may at its option terminate the

balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

39. COMPLAINTS FROM CITY

- a. The Contractors shall maintain a monthly written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The monthly log of complaints shall accompany the monthly invoice.
- b. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours. All complaints shall be abated to the satisfaction of the Director.
- c. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Director within five (5) days.
- d. If the complaints are not abated within the time specified, or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the City of Buena Park shall be deducted and forfeited from the payments owing to the Contractor from the City of Buena Park.

40. HOLD HARMLESS AND CITY INSURANCE REQUIREMENTS

- a. Contractors shall indemnify, hold harmless, and defend the City of Buena Park, the Public Works Department, its officers, elected officials and employees, from and against all claims and demands for loss or damage to any person or property arising out of, or in connection with, the performance of the Contractor pursuant to this Agreement, and reimburse the City for all costs and expenses, including reasonable attorney's fees, incurred in connection with the defense of any such claims and demands.
- b. Contractors shall obtain, at its own cost, a policy or policies of liability insurance of the type described below and satisfactory to the City.
 1. Commercial General Liability Insurance.
 - a. Comprehensive Liability Insurance, vehicular and nonvehicular, for claims for bodily injury, death, or property damage which may arise from the performance of the Contract. Such insurance shall be in an amount of at least \$2 million per occurrence \$4 million in the aggregate.
 - b. Contractors shall obtain commercial auto liability and property insurance covering any owned or rented vehicles of the Contractor in the minimum amount of \$500,000 combined single limit. Such

insurance shall extend throughout the entire term of this Agreement.

2. **Worker's Compensation.** The Contractor shall carry worker's compensation insurance in the amount required by California law covering all of the Contractor's personnel performing work in connection with this Agreement. The insurer shall agree to universal rights of subrogation against the City, its elected officials, offices, employees, consultants or agents for losses arising from the work done in connection with this Agreement.
3. Certificates and endorsements required per this Agreement shall be provided prior to the commencement of any work under this Agreement. The Contractor shall provide certificates of insurance with original endorsements, and copies of policies if requested, of the insurance policies required in this section. All policies required under section shall contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insureds.**
All policies shall include the City, its officials, officers, employees, and agents as additional insureds, but only with respect to the operations of the Contractor relating to the performance of the services under the Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected officials, officers, employees or agents.
 - b. **Coverage Primary.**
The Contractor's insurance coverage shall be primary insurance in respect to the City, its elected officials, officers, employees and agents. Any insurance or self-insurance maintained by the City or its elected officials, officers, employees or agents shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. **Insurance to Apply Separately to Each Insured:**
Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of the insurer's liability.
 - d. **Notice of Cancellation.**
Each insurance certificate required by this Agreement shall be endorsed to say that the coverage shall not be suspended, voided, canceled, or reduced in coverage or limits except after thirty (30) days written notice by certified mail, return receipt request, has been delivered to the City.

- e. Rating of Insurer.
Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, unless otherwise agreed to in writing by the City.
- f. Signature of Certificate.
A person authorized by the insurer to bind coverage on its behalf shall sign the certificates and endorsements required hereunder.
- g. General Aggregates.
Except with regards to Worker's Compensation Insurance, if any form of general aggregate limit is used for any insurance required under this section, either the general aggregate shall apply separately to this Agreement or general aggregate limit shall be twice the occurrence limit.

41. INDEMNIFICATION

- a. Contractors shall act under the contract as an Independent Contractor through the City of Buena Park and will not be an agent, or employee of the City.
- b. Contractors shall not represent, or otherwise hold out itself, or any of its Directors, Officers, Partners, Employees or Agents, to be an Agent or Employee of the City.
- c. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, Directors, Employees, Agents and other representatives, from all liability, loss, or damage (including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its Subcontractors, Directors, Officers, Partners, Employees, or Agents in the course of, or in connection with, the Contractor's performance under the contract).
- d. The parties agree to cooperate fully in the resolution of any claims for such liability, loss or damage.

42. ASSIGNMENT OF CONTRACT

- a. Contractors shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the City. If the Contractor, without such previous written consent, assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall thereupon be relieved and discharged from any and all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof unless authorized by the written consent of the City of Buena Park.

- b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of the Contractor, or of the interest of any general partner or joint venture which shall result in changing the control of the Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the Corporation, partnership or joint venture.
- c. The Contractor shall not employ any subcontractors unless specifically authorized by the City of Buena Park.

43. COMPLIANCE WITH THE LAW

- a. Contractors agree that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the County of Orange, the City of Buena Park and any other political entity having jurisdiction over the activities of the Contractors.
- b. No Proposal may be considered from a Contractor who, at the time the Proposals are due, is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of license required, the decision of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it will not be waived by the City. The classification of Contractor's license required in the performance of this Contract is a California Tree Service Contractors License - C61, D49 or C27.

44. PAYROLL

- a. Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.
- b. The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.
- c. Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

45. LABOR STRIKE

- a. It shall be the responsibility of each Contractor to provide continuous tree maintenance services, without any interruption.
- b. In case of any labor strikes, the Contractors shall provide other means, at its own cost, to provide a comparable continuous service as if there were no strike.
- c. Failing to do so will cause the City to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

46. LABOR STANDARDS PROVISION

The Contractor shall hire and maintain for the duration of the contract, a workforce as required under the specifications and pay at a prevailing wage for the work.

- a. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Buena Park Public Works Department or online at <http://www.dir.ca.gov/dlsr>. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.
- b. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality and the general prevailing rate for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Buena Park, 6550 Beach Blvd., Buena Park, CA 90620 and are available to any interested party on request.

Pursuant to provisions of Labor Code Section 1775, the contractor shall forfeit, as penalty to City not more than fifty dollars (\$50) for each labor, workman, or mechanic employed for each calendar day or portion thereof if such labor, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

- c. Hours of Labor – Eight (8) hours of labor shall constitute a legal day's work for all workman employed in the execution of the contract, and the contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3, of the Labor Code of the State of California as amended.

The contractor shall forfeit, as a penalty to City fifty dollars (\$50) for each labor, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said labor, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

- d. Travel and Subsistence Payments - The Contractor shall pay travel and subsistence payments to workmen needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

- e. Worker's Compensation - In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure payment of Worker's Compensation to his employees. The Contractor shall supply the certificate required by Section 1861.

- f. Apprentices - Pursuant to Sections 1777.5 and 1777.6 of the Labor Code, and in accordance with regulations of the California Apprenticeship Council (see Title 8, California Administrative Code, Sections 18000 et seq.) and local apprenticeship standards for the craft or trade, properly indentured apprentices may be employed in prosecution of the work. They must so be employed by any contractor or subcontractor employing workmen in any apprenticeable craft or trade; i.e., a craft or trade determined to be an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council.

Special attention is directed to that portion of Section 1777.5 of the Labor Code which requires such a contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the contract work, a certificate approving the contractor or subcontractor for the employment and training of apprentices in such area. Upon issuance of said certificate, the contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate.

If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in the said area are, but the contractor or subcontractor is not contributing, the contractor or subcontractor shall contribute to said fund or funds in the same manner, amount or upon the same basis as the other contractors do.

For willful failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be denied the right to bid on a public works contract for a period of twelve (12) months from the date the determination is made.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, State Building Annex, 455 Golden Gate Avenue, San Francisco, or from the Division of Apprenticeship Standards and its branch offices.

47. LABOR DISCRIMINATION

- a. Attention is directed to Section 1735 of the Labor Code, as added by Chapter 643, Statutes of 1939, which reads as follows:

"No discrimination shall be made in the employment of persons upon Public Works because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for Public Works violating this section is subject to all the penalties imposed for a violation of this chapter".

- b. A copy of the Certification of Non-Discrimination by Contractors as provided with this specification shall be executed by each Bidder and submitted with his Proposal and bidding documents.

48. APPRENTICESHIP STANDARD

Where required under law, the prime Contractors on this project shall assume full responsibility for compliance with apprenticeship standards as established by Section 1777.5 of the California State Labor Code.

49. PATENTS

Contractors shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in, the work.

50. ANTI-TRUST CLAIMS

In entering into a Public Works contract, or a subcontract to supply goods, services, or materials, pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services, or materials pursuant to the Public Works contract or subcontract. This assignment shall be made and become effective at

the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties

51. NOTICES

- a. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by facsimile followed by mailing of said notice.
- b. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address.
- c. Notice shall be deemed communicated two (2) City working days from the time of mailing if mailed as provided in this paragraph.
- d. Address for notification:

City of Buena Park
Public Works Department
Attn: Joe Hunt, Public Works Manager
6550 Beach Blvd.
Buena Park, CA 90620
Phone# (714) 562-3652
E-mail: Jhunt@buenapark.com

City Council Regular Meeting Agenda Report

F. CONTRACT WITH SOCALREN AND WATER HEATER WAREHOUSE FOR WATER HEATER REPLACEMENTS AT VARIOUS CITY FACILITIES

| Meeting | Agenda Group |
|------------------------------------|--|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4F. |
| Presented By | Prepared By |
| Joe Hunt, Public Works Manager | Mina Mikhael, Director of Public Works/City Engineer |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

1) Approve participation in the Southern California Regional Energy Network (SoCalREN) incentive program to replace six City water heaters with energy efficient heat pump water heaters; 2) Adopt a resolution waiving competitive bidding and authorizing a contract with SoCalREN's preferred contractor, The Water Heater Warehouse, LLC; 3) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the contract; 4) Authorize the City Manager and City Clerk to execute a contract with Water Heater Warehouse in an amount not to exceed \$151,239.21, of which \$137,303.34 is to be paid directly through the SoCalREN incentive program, \$10,835.87 to be paid by the City of Buena Park, and \$3,100 to be paid by the TECH Clean California incentive program; and 5) Authorize the City Manager to take such other actions as are reasonably necessary or required to participate in the incentive program and complete the project.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park is committed to improving sustainability, with dedicated efforts across its departments and leadership to help reduce the City's greenhouse gas (GHG) emissions. The City is currently developing its first Climate Action and Adaptation Plan to serve as the City's strategic plan to reduce GHG emissions and to adapt to the effects brought onto the City by climate change. In alignment with this plan, the City has collaborated with the Southern California Regional Energy Network (SoCalREN) to implement strategies and projects to reduce GHG emissions within the City.

Buena Park enrolled in SoCalREN in March 2017, to access a suite of customizable services, including project management, incentive application, procurement, and other support offerings, to execute energy efficiency projects. In November 2017, Buena Park successfully completed its first project with SoCalREN, a street lighting LED upgrade that saved 172,938 kWh annually and secured \$42,617.66 in incentives.

Beginning in 2023, SoCalREN's Streamlined Savings Pathway began offering a heat pump water heater (HPWH) incentive offering of up to 100% to help public agencies achieve their GHG reduction and decarbonization goals. In 2023 SoCalREN's HPWH incentive offering installed 87 HPWH units across 18 public agencies, representing \$1.4M+ SoCalREN incentives awarded and 3,000 tons of lifetime GHG emissions saved.

In September, 2024, the City and SoCalREN carried out an on-site job walk and identified six prospects for the HPWH incentive offering, including water heaters at the Community Center, Boisseranc Park Pool, Peak Park Pool, Ehlers Event Center, and Heritage Hall. This initiative promises multiple benefits, including cost and energy savings, reduced maintenance costs, and significant strides toward fulfilling the City's goal to reduce GHG emissions by an estimated 22,189 therms annually, equivalent to 300,264 miles driven by gas-powered cars.

The SoCalREN Streamlined Savings Pathway carefully screened and vetted potential contractors to identify preferred contractors to complete installations for the offering. SoCalREN contacted over 200 contractors, of which five responded with interest in supporting such projects. Of these five, three contractors provided cost quotes and documentation on anticipated equipment lead times. Based on Buena Park's HPWH installation project scope, Water Heater Warehouse is the recommended supplier, due to its unique inventory availability and competitive pricing. Water Heater Warehouse performed the majority of the program's 87 HPWH installations in 2023.

By proceeding with Water Heater Warehouse, Buena Park is receiving competitive pricing and is well-positioned to complete project installation before the end of 2024, thereby securing SoCalREN Streamlined Savings Pathway incentives of \$137,303.34, which are anticipated to equate to 91% of the total project cost.

This item has been coordinated with the City Attorney and Purchasing Manager.

BUDGET IMPACT

SoCalREN's incentive program covers 91% of the total cost of completing the scope of work. SoCalREN will directly pay Water Heater Warehouse \$137,303.34. Of the remaining \$13,935.87, the TECH Clean California incentive program will pay \$3,100 directly to Water Heater Warehouse. The City of Buena Park will pay the remaining \$10,835.87 to Water Heater Warehouse. Funds are available in the Facilities Maintenance Account (77-6240-170670).

Attachments

[Exhibit A - SoCalRen Reservation Form Water Heater Project.pdf](#)

[Resolution Waiving Formal Bidding - SoCalRen Project.pdf](#)

[Public Works Contract - WH Warehouse.pdf](#)

2024 Heat Pump Water Heater Cash Incentive Reservation Form

For a limited time, the Southern California Regional Energy Network (SoCalREN) Public Agency Programs are offering enhanced incentives for heat pump water heater (HPWH) projects that complete construction in 2024.¹ Complete your HPWH project this year, and SoCalREN will cover up to 100% of eligible project costs for facilities in underserved areas and up to 50% of eligible project costs for all other eligible facilities. To reserve your 2024 HPWH incentive, complete the table below detailing the measures being installed at your facility. The incentive payment will be distributed after SoCalREN approves of submitted incentive application materials which include paid invoices & images of installed equipment.

Agency: The City of Buena Park

Project Name and Incentive ID: Buena Park Various HPWH 2024, PDP-94-SSP Deemed 1

Facility addresses and Service Account Numbers:

- Community Center 6688 Beach Blvd., Buena Park, CA 90621- 8013076081
- Boisseranc Pool 7520 Dale St., Buena Park, CA 90620 - 8012981425
- Peak Pool Womens 7225 El Dorado Dr., Buena Park, CA 90620- 8012981377
- Peak Pool Mens 7225 El Dorado Dr., Buena Park, CA 90620- 8012981377
- Senior Center 8150 Knott Ave., Buena Park, CA 90620 - 8013083068
- Heritage Hall, 8152 Knott Ave., Buena Park, CA 90620 - 8013083068

Payee name and address: Water Heater Warehouse 1114 E Truslow Ave Fullerton, CA 92831

Project energy savings (kWh, therms): -185,795 kWh, 22,189 therms

| High Level Heat Pump Water Heater Project Details | | | | | | |
|---|--|----------|-------------------------------------|---------------------------|---------------------------------|---|
| | Scope of Work | Quantity | Estimated Project Cost ² | HPWH Max Incentive Amount | Agency Amount Due to Contractor | Anticipated Construction Completion Date ³ |
| Community Center | | | | | | |
| <input checked="" type="checkbox"/> | Plumbing: 120-gallon heat pump water heater (CHP120), Contractor Labor Hours, fittings, hot and cold flex, earthquake straps, drip pan, and haul away/disposal of old water | 1 | \$22,180.80 | \$22,180.80 | \$0.00 | Q4 2024 |

¹ Projects currently pursuing or that recently completed water heater upgrades through utility or utility third party incentive programs are not eligible for incentives on the same equipment through SoCalREN.

² Actual cost quote from contractor mandatory.

³ Construction must be completed in 2024 to receive the incentive. If projects do not complete construction by 12/31/24, SoCalREN cannot guarantee incentive payment.



| | | | | | | |
|-------------------------------------|--|---|-------------|-------------|--------|---------|
| | heater. | | | | | |
| <input checked="" type="checkbox"/> | Electrical: Two 60 AMP/240V Circuit Breakers, Electrical Wiring, Conduit, Junction Boxes Wire Nuts, Grounding, Equipment, Circuit Labels, Electrical Tape, Labor | 1 | \$9,625.00 | \$9,625.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Expansion Tank | 1 | \$375.00 | \$375.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Mixing Valve | 1 | \$425.00 | \$425.00 | \$0.00 | |
| <input type="checkbox"/> | Tax | 0 | \$0.00 | \$0.00 | \$0.00 | |
| Boisseranc Pool | | | | | | |
| <input checked="" type="checkbox"/> | Plumbing: 80-gallon heat pump water heater (BWRE2H80T10), Contractor Labor Hours, fittings, hot and cold flex, earthquake straps, drip pan, and haul away/disposal of old water heater. | 1 | \$15,208.12 | \$15,208.12 | \$0.00 | |
| <input checked="" type="checkbox"/> | Electrical: One 30AMP/240V Circuit Breaker, Electrical Wiring, Conduit, Junction Boxes, Wire Nuts, Grounding Equipment, Circuit Labels, Electrical Tape, Labor. | 1 | \$4,825.00 | \$4,825.00 | \$0.00 | Q4 2024 |
| <input checked="" type="checkbox"/> | Expansion Tank | 1 | \$375.00 | \$375.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Mixing Valve | 1 | \$425.00 | \$425.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Tax | 0 | \$62.00 | \$62.00 | \$0.00 | |
| Peak Pool Womens | | | | | | |
| <input checked="" type="checkbox"/> | Plumbing: 50-gallon heat pump water heater (BWRE2H50S10), Contractor Labor Hours, fittings, hot and cold flex, earthquake straps, drip pan, and haul away/disposal of old water heater. | 1 | \$6,999.00 | \$6,999.00 | \$0.00 | Q4 2024 |
| <input checked="" type="checkbox"/> | Electrical: One 30 AMP/240V Circuit Breaker, Electrical Wiring, Conduit, Junction Boxes, Wire Nuts, Grounding Equipment, | 1 | \$8,972.50 | \$8,972.50 | | |

| | | | | | | |
|-------------------------------------|--|---|-------------|-------------|--------|---------|
| | Circuit Labels, Electrical Tape, Labor. | | | | | |
| <input checked="" type="checkbox"/> | Expansion Tank | 1 | \$375.00 | \$375.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Mixing Valve | 1 | \$425.00 | \$425.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Tax | 1 | \$62.00 | \$62.00 | \$0.00 | |
| Peak Pool Mens | | | | | | |
| <input checked="" type="checkbox"/> | Plumbing: 80-gallon heat pump water heater (BWRE2H80T10), Contractor Labor Hours, fittings, hot and cold flex, earthquake straps, drip pan, and haul away/disposal of old water heater. | 1 | \$15,208.12 | \$15,208.12 | \$0.00 | |
| <input checked="" type="checkbox"/> | Electrical: One 30AMP/240V Circuit Breaker, Electrical Wiring, Conduit, Junction Boxes, Wire Nuts, Grounding Equipment, Circuit Labels, Electrical Tape, Labor. | 1 | \$8,972.50 | \$8,972.50 | \$0.00 | Q4 2024 |
| <input checked="" type="checkbox"/> | Expansion Tank | 1 | \$375.00 | \$375.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Mixing Valve | 1 | \$425.00 | \$425.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Tax | 1 | \$62.00 | \$62.00 | \$0.00 | |
| Senior Center | | | | | | |
| <input checked="" type="checkbox"/> | Plumbing: 120-gallon heat pump water heater (CHP120), Contractor Labor Hours, fittings, hot and cold flex, earthquake straps, drip pan, and haul away/disposal of old water heater. | 1 | \$22,180.80 | \$22,180.80 | \$0.00 | |
| <input checked="" type="checkbox"/> | Electrical: One 60 AMP/240V Circuit Breakers, Electrical Wiring, Conduit, Junction Boxes Wire Nuts, Grounding, Equipment, Circuit Labels, Electrical Tape, Labor | 1 | \$10,062.00 | \$10,062.00 | \$0.00 | Q4 2024 |
| <input checked="" type="checkbox"/> | Expansion Tank | 1 | \$375.00 | \$375.00 | \$0.00 | |
| <input checked="" type="checkbox"/> | Mixing Valve | 1 | \$425.00 | \$425.00 | \$0.00 | |



| | | | | | | |
|-------------------------------------|--|---|--------------|--------------|-------------|---------|
| <input checked="" type="checkbox"/> | Tax | 0 | \$62.00 | \$62.00 | \$0.00 | |
| Heritage Hall | | | | | | |
| | Plumbing: 50-gallon heat pump water heater (BWRE2H50S10), Contractor Labor Hours, fittings, hot and cold flex, earthquake straps, drip pan, and haul away/disposal of old water heater. | 1 | \$6,999.00 | \$3,499.50 | \$3,499.50 | Q4 2024 |
| <input checked="" type="checkbox"/> | Electrical: One 30 AMP/240V Circuit Breaker, Electrical Wiring, Conduit, Junction Boxes, Wire Nuts, Grounding Equipment, Circuit Labels, Electrical Tape, Labor. | 1 | \$9,844.00 | \$4,922.00 | \$4,922.00 | |
| <input checked="" type="checkbox"/> | Expansion Tank | 1 | \$375.00 | \$187.50 | \$187.50 | |
| <input checked="" type="checkbox"/> | Mixing Valve | 1 | \$425.00 | \$212.50 | \$212.50 | |
| <input type="checkbox"/> | Tax | 1 | \$0.00 | \$0.00 | \$0.00 | |
| | | | | | | |
| <input checked="" type="checkbox"/> | 100% faithful performance bond & 100% labor and material bond on project | 1 | \$5,114.37 | \$0.00 | \$5,114.37 | |
| | TOTAL | | \$151,239.21 | \$137,303.34 | \$13,935.37 | Q4 2024 |

The agency acknowledges that if the approved eligible HPWH equipment outlined on this form is not installed, all incentives will be forfeited.

For internal program use only

Date Received: 10/16/2024

☒ Approved

☐ Unapproved

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BUENA PARK, CALIFORNIA, WAIVING FORMAL BIDDING AND APPROVING ALTERNATIVE BIDDING PROCEDURES FOR A HEAT PUMP WATER REPLACEMENT PROJECT IN PARTNERSHIP WITH THE SOUTHERN CALIFORNIA REGIONAL ENERGY NETWORK

WHEREAS, the Southern California Regional Energy Network (SoCalREN) supports member agency participation in its Streamlined Savings Pathway Incentive Program for the replacement of heat pump water heaters (the “Incentive Program”);

WHEREAS, SoCalREN’s Incentive Program has resulted in the installation of 87 heat pump water heater (“HPWH”) replacements across various public agencies in the region, representing an investment of over \$1.4MM in SoCalREN incentives and resulting in 3,000 tons of lifetime GHG emissions saved;

WHEREAS, the City of Buena Park (“City”) and SoCalREN have identified six (6) City-owned facilities that include HPWH’s that qualify for replacement under the SoCalRen Incentive Program, as the specific facilities, locations, and scope of work is more specifically described in the 2024 SoCalREN Heat Pump Water Heater Cash Incentive Reservation Form that is attached hereto as Exhibit “A” (the “Project”);

WHEREAS, SoCalREN has previously screened and vetted over 200 contractors to complete installations for the Incentive Program, and Water Heater Warehouse – located at 1114 E. Truslow Avenue, Fullerton, California (“WH Warehouse”) – has been identified by SoCalREN as the preferred and recommended contractor to perform the Project due to its unique inventory availability, competitive pricing, and proximity to the City, and WH Warehouse’s successful performance of the majority of WPWH replacements completed under SoCalREN’s Incentive Program;

WHEREAS, WH Warehouse has provided a bid for the Project at a total cost of \$151,239.21, of which \$137,303.34 qualifies for direct payment and reimbursement by SoCalREN under the Incentive Program meaning that completing the Project will require minimal City funds; and

WHEREAS, Sections 3.28.110(E) and 3.28.130 of the Buena Park Municipal Code authorizes the the City Council to waive the formal competitive bidding procedures that otherwise apply to the selection of a contractor or vendor where the best interest of the City would be served thereby.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BUENA PARK AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated as substantive findings into this resolution.

SECTION 2. Pursuant to Sections 3.28.110(E) and 3.28.130 of the Buena Park Municipal Code, the City Council for the City of Buena Park hereby waives formal competitive bidding and awards a contract for the Project to WH Warehouse, subject to and under the terms and conditions of the SoCalREN's Incentive Program. The City Manager is authorized and directed to: prepare and execute such contracts or documents, or take such actions on the City's behalf, as may be required or reasonably necessary for the City to participate in the SoCalREN Incentive Program; and prepare and execute a standard form public works contract with WH Warehouse to perform the Work, in a form approved by the City Attorney, the terms and conditions of which shall be consisting with this resolution and the Incentive Program guidelines.

SECTION 3. This Resolution shall become effective immediately, and the City Clerk shall certify to its approval.

PASSED, APPROVED and ADOPTED this 22nd day of October, 2024.

AYES: CITY COUNCILMEMBERS:

NOES: CITY COUNCILMEMBERS:

ABSENT: CITY COUNCILMEMBERS:

ABSTAIN: CITY COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council for the City of Buena Park held on the 22nd day of October 2024.

City Clerk

Exhibit “A”

CITY OF BUENA PARK CONTRACT
FOR
HEAT PUMP WATER HEATER REPLACEMENT PROJECT – VARIOUS LOCATIONS
“Project”

Project Number: 145

This CONTRACT (“Contract”) is made and entered this 22nd day of October, 2024 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”), and WATER HEATER WAREHOUSE, INC., a California corporation with offices located at 1114 E. Truslow Avenue, Fullerton, California, (“Contractor”). Contractor’s California State Contractor’s license number is CSLB #1041460 The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

RECITALS

WHEREAS, the Southern California Regional Energy Network (SoCalREN) is authorized by the California Public Utilities Commission to provide incentives to residents, businesses, and public agencies to reduce energy use throughout the region;

WHEREAS, the City of Buena Park (“City”) submitted a 2024 Heat Pump Water heater Cash Incentive Reservation Form to SoCalREN for the replacement of heat pump water heaters with more efficient units at six (6) City-owned facilities;

WHEREAS, after a competitive solicitation process, Contractor was identified by SoCalREN as the recommended supplier and contractor to complete the project due to its unique inventory and availability of equipment, proximity to the City, and competitive pricing; and

WHEREAS, the City desires to enter into this Contract with Contractor to complete the project, and except as detailed in Section 3 of this Contract, the cost of the project will be paid for by SoCalREN pursuant to its incentive program upon Contractor’s completion of the work.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:
 - A. This Contract;
 - B. The SoCalREN Heat Pump Water Heater Cash Incentive Reservation Form dated October 16, 2024 and attached hereto as Exhibit “A” (“Bid”);
 - E. The Contractor’s Bonds for the Bid and the Project;
 - F. The final working drawings, plans, and specifications for the Project as approved by the City Engineer (“Plans and Specifications”);
 - G. The City of Buena Park’s Standard Specifications for Public Works Projects, Latest Edition;

- H. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
 - I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
 - J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.
2. Scope of Services. Contractor shall perform all Work necessary to complete, in a good and workmanlike manner, a public works project identified in the title of this Contract above (the "Project"), as such Project and the Work to be performed by Contractor is further described in the Contract Documents.
3. Compensation. In consideration for Contractor's performance of the Work required to complete the Project hereunder, Contractor shall be paid a total NOT-TO-EXCEED amount of one-hundred fifty-one thousand two-hundred and thirty-nine dollars and twenty-one cents (\$156,239.21) in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable to Contractor for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions. Contractor understands that the City is receiving incentives from SoCalREN in the amount of one-hundred thirty-seven thousand three-hundred and three dollars and thirty-four cents (\$137,303.34) and incentives from TECH Clean California in the amount of three-thousand one-hundred dollars (\$3,100.00) towards completion of the Project ("Incentive Funds"), and only the remaining \$10,835.87 is to be paid directly by City. As consideration for Contractor's performance of the Work, City authorizes SoCalREN and TECH Clean California to send payment in an amount equal to the Incentive Funds directly to the Contractor for all work faithfully performed.
4. Term of Contract: The Contractor agrees to complete the work to City's satisfaction within **THIRTY (30) WORKING DAYS** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.
5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all

insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.
2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:
 - a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
 - b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
 - c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.
2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:
 - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or

other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Deductibles and Self-Insured Retentions. Any deductibles and/or self insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions. The Contractor and City further agree as follows:
 - 1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
 - 2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
 - 3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
 - 4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.
9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification, or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."
12. All insurance coverage shall contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."
13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
 15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
 16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
 17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
 18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.
- E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.
- F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.
- G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors

or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnification.

- A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.
- E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the

Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
12. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.
13. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations, or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.
14. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.
15. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

[signatures on following page]

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Exhibit “A”



**G. AMENDMENT NO. 4 TO LICENSE AGREEMENT WITH MGPXII BUENA PARK CENTER, LLC (MERLONE GEIER)
FOR USE OF 8150 LA PALMA FOR THE BUENA PARK FARMERS MARKET**

| Meeting | Agenda Group |
|--|--|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4G. |
| Presented By | Prepared By |
| Jessica Fewer, Senior Management Analyst | Eddie Fenton, Assistant City Manager/Director of Human Resources |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

1) Approve Amendment No. 4 to the license agreement with MGP XII Buena Park Center, LLC ("Merlone Geier") for use of the site at 8150 La Palma Avenue for the Buena Park Farmers Market; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

Most recently, the City Council approved Amendment No. 3 to the Agreement on September 12, 2023, to extend the term of the license agreement to November 30, 2024.

DISCUSSION

Since 2007, the former Sears site, located on the corner of La Palma Avenue and Stanton Avenue (8150 La Palma Avenue) has served as the home of the Buena Park Farmers Market. The market takes place every Saturday from 9 a.m. to 2 p.m. and continues to be a popular destination for locals looking for fresh fruits and vegetables, and locally-sourced goods. The provision of a Farmers Market also furthers the City's goals related to the Healthy Eating, Active Living (HEAL) initiative.

Up until 2018, Sears allowed the City to host the market in its parking lot free of charge. However, in 2018, Sears began charging the City for use of the site. In 2019, MGP XII Buena Park Center, LLC ("Merlone Geier") purchased the site with plans to redevelop the site. Entitlements for the property were approved in 2023. However, Merlone Geier has agreed to continue to lease the space to the City until the site is developed. The new proposed amendment to the existing license agreement increases the monthly lease rate to \$650 per month or \$7,800 per year, which is an increase of roughly 8% from the previous rate. The new amendment includes a 30-day termination clause by either party to accommodate the upcoming development on the property. The new term will be for 12 months and terminate on November 30, 2025.

BUDGET IMPACT

The proposed license agreement is for \$650 per month or \$7,800 per year. Funds are budgeted in the Economic Development Fund for this purpose.

Attachments

[2024-0923_814-V501_DRAFT License LMA.pdf](#)

AMENDMENT NO. 4 TO LICENSE AGREEMENT

This AMENDMENT NO. 4 TO LICENSE AGREEMENT (“**Amendment**”) is entered into to be effective as of _____, (the “**Effective Date**”), by and between **MGP XII BUENA PARK CENTER, LLC**, a Delaware limited liability company (“**MGP**”), and **CITY OF BUENA PARK** (“**Licensee**”).

A. MGP and Licensee’s entered into that certain License Agreement dated July 1, 2020 (the “**Original License**”), as amended with respect to certain premises commonly known as 8150 La Palma Ave (MGP Unit #814-V501) (the “**Premises**”) in the shopping center commonly known as Village at Buena Park (the “**Shopping Center**”) located in Buena Park, CA. The Original License and any prior amendments are hereinafter sometimes collectively referred to as the “**Existing License**”. The Existing License and this Amendment are hereinafter sometimes collectively referred to as the “**License**”.

B. All capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Existing License.

C. The current Term of the Existing License will expire by its terms on November 30, 2024.

D. MGP and Licensee now desire to amend the Existing License, subject to the terms and conditions set forth herein, to (i) extend the Term and (ii) make certain other modifications to the Existing License, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, MGP and Licensee agree as follows:

| | | | |
|---------------------------------------|--|---|--|
| <u>EXTENSION TERM:</u> | Commencement: December 1, 2024 Termination Date: November 30, 2025 The Extension Term shall be on the same terms and conditions as set forth in the Existing License, except as they may be modified or amended as set forth in this Amendment. This License Agreement is subject to termination by Either Party upon thirty (30) days’ written notice. | | |
| <u>BASE LICENSE FEE:</u> | <u>Period</u> 12/1/2024 - 11/30/2025 | <u>Base License Fee</u> \$ 650.00 per month | |
| <u>ADDITIONAL LICENSE FEE:</u> | None. | | |
| <u>PERCENTAGE LICENSE FEE:</u> | None. | | |
| <u>SECURITY DEPOSIT:</u> | None. | | |

1. **Notices.** MGP’s Notice Address under the License is hereby changed and/or reaffirmed to:

MGP XII Buena Park Center, LLC
c/o Merlone Geier Partners
425 California Street, 10th Floor
San Francisco, CA 94104-2113
Attn: Lease Administration, Unit # 814-V501
Telephone: (415) 693-9000

Licensee’s Notice Address under the Lease is hereby changed and/or reaffirmed to:
Buena Park Farmers Market
Aaron France afrance@buenapark.com
Adria M Jimenez ajimenez@buenapark.com
6650 Beach Blvd
Buena Park, CA 90621

2. **Effect of Amendment.** Except as provided herein, all terms, covenants and conditions of the License remain unmodified and in full force and effect throughout the term of the License. The License, as amended hereby, constitutes the entire agreement of the parties and no further modification of the License shall be binding and effective unless evidenced by an agreement, in writing, signed by both MGP and Licensee.

IN WITNESS WHEREOF, MGP and Licensee have executed this Amendment on the respective dates written below, but the Effective Date of this Amendment shall be as of the date first set forth above.

MGP:
MGP XII Buena Park Center, LLC,
a Delaware limited liability company

By: Merlone Geier XII, LLC,
a California limited liability company,
its Manager

By: _____

Name: _____

Its: _____

Date: _____

LICENSEE:
CITY OF BUENA PARK

By: _____

Name: Aaron France

Its: City Manager

Date: _____

ATTEST:

By: _____

Name: Adria M. Jimenez, MMC

Its: City Clerk

Date: _____

City Council Regular Meeting Agenda Report

H. RESOLUTION AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE (UASI) GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF BUENA PARK

To designate and authorize staff to execute the FY 2023 Urban Area Security Initiative grant agreement documents on behalf of the City of Buena Park. Persons in the designated positions will be authorized to execute all documents associated with the administration of grants and training opportunities awarded to Buena Park, or to apply for grants or grant-related activities available to the City's public safety entities.

| Meeting | Agenda Group |
|------------------------------------|----------------------------|
| Tuesday, October 22, 2024, 5:00 PM | CONSENT CALENDAR Item: 4H. |
| Presented By | Prepared By |
| Bradley Geyer, Police Captain | Frank Nunes, Police Chief |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

1) Adopt a resolution authorizing the Police Chief or his designee to execute Urban Area Security Initiative (UASI) grant documents for and on behalf of the City of Buena Park; 2) Authorize the City Manager, Police Chief or designated persons within the Buena Park Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City; 3) Approve an agreement with the City of Santa Ana for transfer or purchase of equipment/services or reimbursement of training costs; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 5) Authorize the Police Chief to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On October 24, 2023, the City Council approved the FY 2022 UASI Grant agreement with the Anaheim Police Department to accept funding for reimbursement of training costs.

DISCUSSION

The U.S. Department of Homeland Security, through the State of California Emergency Management Agency, has authorized the City of Santa Ana to allocated funds from the County. The Anaheim/Santa Ana Urban Area (ASUA) oversees and distributes these funds, with the majority of the funds going to Emergency Operations Training, including Community Emergency Response Teams (CERT), various communications enhancements, and some equipment requests. The Buena Park Police Department is a sub-recipient of this grant.

At this time, the police department does not expect any funding from this program. However, the proposed resolution and agreement would allow the City to accept those funds, should they become available, and allow specified personnel, the City Manager, Police Chief, and Support Services Division Commander/Police Captain, to manage and/or execute any necessary documents related to the grant on behalf of the City. If funds do become available, those monies would likely be used to reimburse the City for overtime expended in UASI-sanctioned training.

BUDGET IMPACT

At this time, the City does not expect to receive grant funds.

Attachments

[UASI Resolution FY2023 Grant.pdf](#)

[FY 2023 UASI Sub-Grant Agreement.pdf](#)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF BUENA PARK

WHEREAS, the City of Buena Park (the “City”) regularly accesses funding and training assistance funded by grants established by the Department of Homeland Security (hereinafter collectively referred to as “Eligible Grants”) from the Federal Department of Homeland Security and administered by the Anaheim/Santa Ana Urban Area Security Initiative (ASAUASI); and

WHEREAS, part of such applications for Eligible Grants, the Anaheim/Santa Ana Urban Areas Security Initiative requires the City to maintain a Resolution with authorization from the City Council, authorizing persons holding specific positions to act on behalf of the City, and designates and/or affirms that the City official executing the grant agreement is authorized to do so.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and resolve as follows:

Section 1 The following City officials are the City’s agents for purposes of applying and obtaining Eligible Grants, executing grant agreements and other required documents, and taking any actions necessary to implement such grant agreements and other required documents:

City Manager, Chief of Police, and the Police Captain – Support Services Division Commander.

PASSED AND ADOPTED this 22nd day of October 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 22nd day of October, 2024.

City Clerk

AGREEMENT

SUB-RECIPIENT: CITY OF BUENA PARK

City Contract Number _____

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EXHIBITS

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| Exhibit B | Certification Regarding Debarment, Suspension and Other Responsibility Matters |
| Exhibit C | Certification Regarding Lobbying |

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS
FOR FY2023 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF BUENA PARK

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF BUENA PARK, a municipal corporation (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2023 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
<https://www.fema.gov/print/pdf/node/652405>

California Office of Emergency Services "FY2023 Homeland Security Grant Program: California Supplement to Federal Program Guidance" <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton,

University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2023 UASI Grant of \$5,113,750 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2023 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF BUENA PARK ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. CITY OF BUENA PARK, a municipal corporation, having its principal office at 6650 Beach Boulevard, 2nd Floor, Buena Park, CA 90622.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Jose Gonzalez, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8009
jgonzalez@santa-ana.org

- 2. The representative of CITY OF BUENA PARK shall be:

Name: _____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt

requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Standard Assurances (Grant Assurances) in accordance with section 412A of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 412 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 412C of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

I. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 9/1/2023 and end on 3/31/2026 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2023 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services,

and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.
8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years.

Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
 - F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.
 - G. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.
 - H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Santa Ana, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a

director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).**
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.**
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.**

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB- RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2023 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2023-0042; and identify the City of Santa Ana as the Pass-Through.

3. False Claims Act

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

The Contractor agrees to provide SUB-RECIPIENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the SUB-RECIPIENT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB- RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

a. Recovered Materials

SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

b. Domestic Preference for Procurements/ Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

6. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

7. Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

8. Davis-Bacon Act

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages* CITY OF BUENA PARK shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. Environmental Standards

a. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Control Act (33 USC 1251)

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the City of Santa Ana, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12. Telecommunications

- (a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- 1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.**

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of- State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures,

SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by SUB-RECIPIENT . If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY OF BUENA PARK, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

5. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds,

and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and

allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.
4. **License and Delivery of Works Subject to Copyright and Data Rights.** The Contractor grants to the CITY OF BUENA PARK a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF BUENA PARK or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF BUENA PARK data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF BUENA PARK.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-two (32) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF BUENA PARK have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

ATTEST:

By: _____
JENNIFER L. HALL
City Clerk

THERESA BASS
City Clerk

RECOMMENDED FOR APPROVAL:

SUB-RECIPIENT
CITY OF BUENA PARK
UEI #SVZ5KRE9KFC3

By: _____
ROBERT RODRIGUEZ
Acting Chief of Police

By: _____

Printed Name _____

Title _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

By:  _____
TAMARA BOGOSIAN
Senior Assistant City Attorney

By: _____

Printed Name _____

Title _____

CITY OF SANTA ANA

By: _____
ALVARO NUNEZ
City Manager

EXHIBIT A

California Governor's Office of Emergency Services FY2023 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or

- authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
 - (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
 - (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to

support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits

- discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
 - (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
 - (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the

Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the

- Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved

plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must

comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005.

Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless a waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the

representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

City Council Regular Meeting Agenda Report

A. PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR THE DEVELOPMENT OF THE BUENA PARK SAFE ROUTES TO SCHOOL PLAN

| Meeting | Agenda Group |
|--|--|
| Tuesday, October 22, 2024, 5:00 PM | NEW BUSINESS Item: 5A. |
| Presented By | Prepared By |
| Norm Wray, Senior Engineering Technician | Mina Mikhael, Director of Public Works/City Engineer |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

1) Approve Professional Services Agreement (PSA) 24-10 with Kimley-Horn and Associates, Inc. for the Development of the Buena Park Safe Routes to School Plan in the amount of \$432,017.82; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Appropriate \$433,000 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

On October 24, 2023, staff informed the City Council that the City had received a conditional approval for a grant under the Sustainable Transportation Planning Grant Program (STPGP). The conditional award was for a program to develop the Buena Park Safe Routes to School (SRTS) Plan. Staff estimated the cost of the development to be \$459,150. The grant would reimburse the City for 88.24% of the cost of the SRTS Plan, up to a maximum amount of \$405,150. The award was considered "conditional" because Caltrans required a resolution authorizing the Director of Public Works to execute agreements for the STPGP Program.

After receiving the report, the City Council approved a resolution authorizing the Director of Public Works to execute the appropriate agreements.

DISCUSSION

On March 7, 2023, staff submitted an application for the California STPGP to create the Buena Park SRTS Plan. The SRTS Plan will provide clear implementable recommendations to create safer, more comfortable walking and bicycling options for Buena Park students, their families, and residents near 16 public elementary, middle, and high schools in Buena Park. School sites include those in the Buena Park School District, Centralia Elementary District, Savanna Elementary District, Anaheim Union High School District, and Fullerton Joint Union High School District.

The Buena Park SRTS Plan aims to:

- Provide safer, more comfortable walking and bicycling options for Buena Park students, their families, and residents.
- Promote walking and bicycling to improve health.
- Address equity concerns by improving accessibility to/from schools without vehicle use, particularly for under-served communities.
- Reduce emissions of greenhouse gases related to vehicle travel by increasing the number of Buena Park students, their families, and residents who choose to walk or ride a bike to, from, and around schools.
- Identify traffic safety, infrastructure, and programmatic barriers to walking and bicycling to, from, and around schools in Buena Park.
- Identify prioritized infrastructure and programs based in identified needs and best practices.
- Identify evaluation metrics to determine if the Buena Park SRTS Plan is meeting project objectives.

Following the City Council meeting on October 4, 2023, staff collaborated with Caltrans to finalize all required documentation for the STPGP Program. Caltrans subsequently informed staff that the STPGP Grant had been awarded to the City. In response, staff worked with Caltrans to develop a Request for Proposals (RFP) to find a consultant capable of carrying out all tasks for the Buena Park SRTS Plan.

The RFP was published on August 22, 2024, and closed on September 20, 2024. Staff received three proposals from qualified consultants. After reviewing the submissions, staff determined that the proposal from Kimley-Horn and Associates, Inc. ("Kimley-Horn") was the most qualified and responsive consultant. Staff is requesting that the City Council approve the proposed Professional Services Agreement (PSA) with Kimley-Horn.

This agreement has been reviewed and approved by the City Attorney.

BUDGET IMPACT

The cost of the agreement is \$432,017.82. Staff recommends a budget allocation in the amount of \$433,000 from the undesignated General Fund balance for this purpose. As this project is funded through a STPGP grant, staff anticipates recovering approximately 88.24% of the costs, totaling around \$381,212.52, from the state. Consequently, the final cost to the City is expected to be approximately \$50,805.30.

Attachments

[Att 1 of 2 - PSA.pdf](#)

[Att 2 of 2 - Consultant Proposal.pdf](#)

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 24-10**

DATE: October 22, 2024

PROJECT: Professional Services for the Development of the Buena Park Safe Routes to School Plan

PARTIES TO THE AGREEMENT:

“CITY”: City of Buena Park, a California Municipal Corporation

| | | |
|----------------------|--------|--|
| City Representative: | Name: | Mina Mikhael, P.E. |
| | Title: | Director of Public Works/City Engineer |
| | Tel.: | (714) 562-3672 |
| | Email: | mmikhael@buenapark.com |

“CONSULTANT”: Kimley-Horn and Associates, Inc., a North Carolina Corporation

| | | |
|----------------------------|--------|--|
| Consultant Representative: | Name: | Sowmya Chandrasekhar |
| | Title: | Project Manager |
| | Tel.: | (213) 354-9400 |
| | Email: | Sowmya.Chandrasekhar@kimley-horn.com |

SUMMARY OF TERMS:

Start Date: October 22, 2024

End Date: January 31, 2026

Contract Value: \$432, 017.82

Services a “Public Work”: NO ☒ YES ☐ (add “PW Exhibit”)

Community Workforce Agreement: NO ☒ YES ☐ (add “CWA Exhibit”)

Insurance Approved By Risk Management: NO ☐ YES ☒

APPROVED BY:
(select one)

☐ Department Head
Contract Value ≤ \$10,000

☐ City Manager
Contract Value ≤ \$80,000

☒ City Council
*Contract Value > \$80,000
(Levine Act Exhibit Required)*

**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE
EXECUTED ON BEHALF OF THE CITY.**

CITY OF BUENA PARK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of October 22, 2024, between the City of Buena Park, a California charter city ("*CITY*"), and Kimley-Horn and Associates, Inc., a North Carolina Corporation ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on October 22, 2024 and shall remain in full force and effect until CONSULTANT's complete performance of the Services to the reasonable satisfaction of the City unless earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$432,017.82 ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. (*Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "*Claims*"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be \$4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

.4 Professional liability: \$2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfaction of CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

“delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY’s prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT’s performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT’s and CITY’s regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

[signatures of parties on follow page]

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*
Kimley-Horn and Associates, Inc.

Name of Business

Signature

Signature

Name:

Name:

Title:

Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name:

Title:

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) **SERVICES.** CONSULTANT shall provide to CITY the following Services

All services as described in the CONSULTANT's Proposal for Professional Services for the Development of the Buena Park Safe Routes to School Plan (the "PROPOSAL"), attached as "Exhibit B."

2) **SCHEDULE OF PERFORMANCE.** CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

The schedule contained on Page 15 of CONSULTANT's PROPOSAL, attached as "Exhibit B."

3) **COMPENSATION SCHEDULE.** CONSULTANT shall be paid for performing the Services at the follow rates and times:

Not to exceed \$432,017.82, as shown on pages F-1 and F-2 of the fee schedule contained in CONSULTANT's PROPOSAL, attached as "Exhibit B."

EXHIBIT B

[attach Consultant's Proposal dated September 20, 2024, behind this page]

EXHIBIT C

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL (OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES ___ NO ___

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF COMPANY

NAME, TITLE



PROPOSAL FOR PROFESSIONAL SERVICES FOR THE

Development of the Buena Park Safe Routes to School Plan

PREPARED FOR: CITY OF BUENA PARK

Kimley»Horn
Expect More. Experience Better.

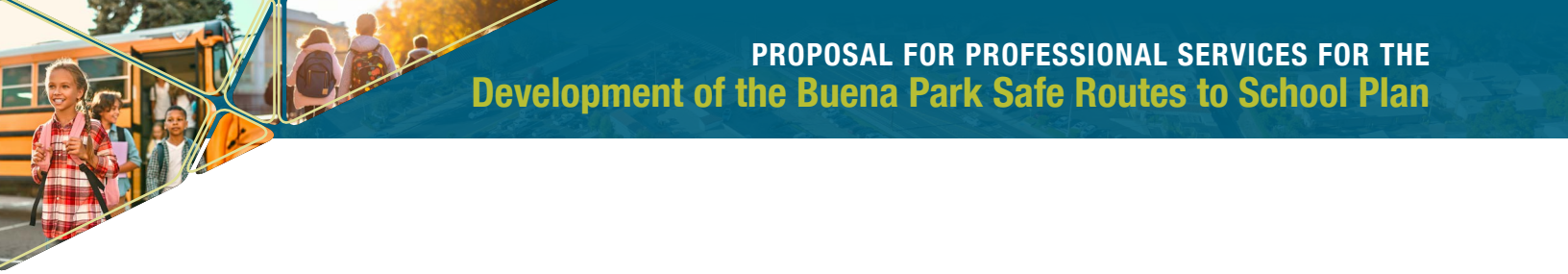


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PROPOSAL FOR PROFESSIONAL SERVICES FOR THE Development of the Buena Park Safe Routes to School Plan

660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017
TEL 213.261.4040

A. COVER LETTER

September 20, 2024

Norm Wray
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

RE: Proposal for Professional Services for the Development of the Buena Park Safe Routes to School Plan

Dear Mr. Wray and Members of the Selection Committee:

Over the past decade, the **City of Buena Park** (City) has been experiencing a revitalization in business, residential, and commercial projects, and in conjunction, its schools are growing in stature. The City aims to create safer and more comfortable walking and bicycling options for Buena Park students, their families, and residents near 16 schools, and its recent Sustainable Transportation Planning Grant (STPG) win is integral in developing its **Safe Routes to School (SRTS) Plan**. We applaud the City's goals and initiatives, and we are excited at this opportunity to help the "Center of the Southland" provide safe and healthier multimodal transportation alternatives throughout your community—for people of all ages and abilities.

To realize this SRTS Plan, the City would be best served by a consultant **who knows the City, is familiar with day-to-day community concerns, offers the right team, has a wealth of relevant experience, brings a robust public engagement program, and has high success with grants**. **Kimley-Horn and Associates, Inc.** (Kimley-Horn), a California C corporation founded in 1967, is that consultant; as an industry leader in safety, we share your commitment to creating safe and convenient opportunities for students and parents to bike or walk to and from school. We offer the following benefits for the City to capitalize on:



Tailored Team. Kimley-Horn has assembled a team that will best serve the City and the SRTS Plan. Our project manager, **Sowmya Chandrasekhar, PE, TE, PTOE**, is personally invested in you, as she served as the on-call traffic engineer for the City for more than three years. Through this experience, she gained firsthand experience in understanding the City's goals, the residents' concerns, and how to best support the City's project team to successfully deliver this project. She is passionate about active transportation and improving the safety and mobility of all road users—especially the most vulnerable, our schoolchildren. She will be supported by key staff who are leaders in the industry and a local team based in our Southern California offices.

“

When we embarked on updating our SRTS Master Plan, we had no idea that we would be doing so during a pandemic. However, Kimley-Horn and Redman Consulting provided such rich and dynamic virtual support through the process that it advanced our expectations of engagement, and produced multidisciplinary results that have guided the City beyond just the engineering of SRTS and into all of the other “E’s” that will ultimately help us achieve our Vision Zero goal.

Our team continues to go back to Kimley-Horn and Redman Consulting because their complimentary teaming produces holistic and responsive deliverables that have helped us secure grant funding from many different programs, including the Active Transportation Program for our 5th Street East Corridor SRTS project that directly resulted from the update that they supported to our SRTS Master Plan (2022).

- Candice Vander Hyde, Management Analyst, City of Lancaster

”

Our team comprises of well-rounded engineers and planners who take the project from conception, planning, grant funding, and engineering design to construction phase services. We pride in being a one-stop shop, catering to our client's needs at every stage of the project.

The Kimley-Horn team has previously worked with the City to develop the comprehensive Complete Streets Master Plan that was adopted in 2017. In addition to our in-house staff, our team includes two specialty subconsultants, Redman Consulting, LLC and AimTD LLC, with whom we have partnered successfully throughout Southern California.



Unparalleled Knowledge of SRTS. Kimley-Horn is committed to supporting local agencies to improve the safety of their transportation systems. Our team is well-versed in traffic safety planning and engineering as well as bicycle and pedestrian facility planning, safety, and design. We have completed SRTS plans, Local Roadway Safety Plans (LRSPs), Systemic Safety Analysis Reports (SSARs), Roadway Safety Audits (RSAs), Bicycle and/or Pedestrian Safety Action Plans (BSAPs/PSAPs), Strategic Highway Safety Plan (SHSP) projects, Safety Management Plans (SMPs), data collection and crash analysis, and design of safety countermeasures throughout the US. Recently, our team has completed a comprehensive SRTS Master Plan for the City of Lancaster, which covered 28 elementary and middle schools. Following the plan's adoption, our team supported the City of Lancaster in identifying and successfully applying for multiple grants that help fund the projects identified in the plan. This Kimley-Horn team has worked together successfully on complex SRTS projects, including infrastructure and non-infrastructure programs and projects. Unlike many plans that sit on a shelf or in a link on the City's website because the identified actions/projects are infeasible or not cost-effective, *our plan will provide a roadmap for the City and set the groundwork to implement actions/projects over the next decade.*



Grant Success. Kimley-Horn has diverse experience completing regional, state, and federal grant applications and securing grant funding for clients throughout California. Our team understands deadlines, requirements, and scoring criteria for grants, and we have a recognized record of assisting staff and maximizing funding opportunities. In fact, **our grant writing experience has helped our clients in California secure more than \$1 billion over the past 10 years** through various programs including the Active Transportation Program, Highway Safety Improvement Program (HSIP), Safe Streets for All (SS4A), and more.



Collaborative and Inclusive Public Engagement Program. Kimley-Horn's ultimate objective for public engagement is to effectively reach all segments of the City's diverse community so that every member is aware of the various ways they can participate. We are committed to connecting with individuals through their preferred method, be it in-person, online, virtual, one-on-one, or in the English, Spanish, or Korean languages. Our aim is to provide the public with timely and transparent information, while also prioritizing their voices and input, making sure that they are not only heard but also valued—to deliver a project that successfully meets the needs of everyone in your community. The Kimley-Horn team is keenly aware of the ever-higher thresholds used by the California Department of Transportation (Caltrans) to document meaningful public engagement, especially with hard-to-reach and vulnerable populations.

Kimley-Horn is confident that our qualifications are unmatched. Should you have any questions about our proposal or require any additional information, please contact our project manager, **Sowmya Chandrasekhar, PE, TE, PTOE**, at 213.354.9400, sowmya.chandrasekhar@kimley-horn.com, or the address listed on the previous page.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Sowmya Chandrasekhar, PE, TE, PTOE
Project Manager

Sri Chakravarthy, PE, TE*
Principal-in-Charge/Senior Vice President

As senior vice president of Kimley-Horn, **Sri Chakravarthy, PE, TE, is authorized to negotiate on the firm's behalf.*

B. EXECUTIVE SUMMARY

Project Understanding

The City is committed to establishing a sustainable, multimodal transportation network throughout the city. The City's SRTS Plan falls under the Sustainable Communities Competitive (SCC) grant category of the STPG which the City applied for and successfully won in 2023. The City's SRTS Plan aims to enhance safety while providing more comfortable options for walking and bicycling for Buena Park students, their families, and residents near 16 schools within five school districts: Buena Park Elementary, Centralia Elementary, Savannah Elementary, Anaheim Union High, and Fullerton Joint Union High School Districts.

Through our previous work with the City, we understand that there are safety, operational, and traffic circulation concerns around schools—especially during school drop-off and pick-up. In order to holistically address the issues around schools and to encourage safe walking/biking to/from school, it is important to incorporate elements of the following six “E’s”: Engagement, Equity, Encouragement, Education, Evaluation, and Engineering.



Engagement: Collaborate with school stakeholders to work with existing organizations and groups and create ongoing partnerships



Equity: Benefit all students, with particular emphasis on communities that have been historically underserved



Encouragement: Encourage students and families to walk and bike to school through activities and events



Education: Teach students and families safe walking and biking skills and their benefits



Evaluation: Assess to determine which activities were the most successful and which should be improved for future programming



Engineering: Include an infrastructure component to physically alter streets, making walking and biking more comfortable and safe

The City previously completed a Complete Streets Master Plan (Kimley-Horn, 2017) and has recently adopted their first Active Transportation Plan (ATP). The Complete Streets Master Plan focused primarily on the incorporation of Complete Streets concepts and design where feasible and appropriate throughout the City. The ATP provides a roadmap outlining how the bicycle and pedestrian networks throughout the City can be improved to enhance safety, connectivity, and mobility access.

Per the City's ATP (adopted September 10, 2024), working with Buena Park School Districts to create and support SRTS Plans and programs for all schools in Buena Park is imperative. Furthermore, the Orange County Transportation Authority (OCTA) completed an SRTS Action Plan in 2021, which outlines initial goals, strategies, and actions to create and manage a countywide SRTS program. In order to build a successful, well-interconnected SRTS Plan for the City, it is important to weave in and integrate elements from these existing plans (City and County). The Kimley-Horn team has implemented this approach while working on the City of Lancaster's SRTS Master Plan (2022), such that it does not live as a standalone document. **This approach has helped the Kimley-Horn team successfully support the City of Lancaster pursue and win many grant applications.**

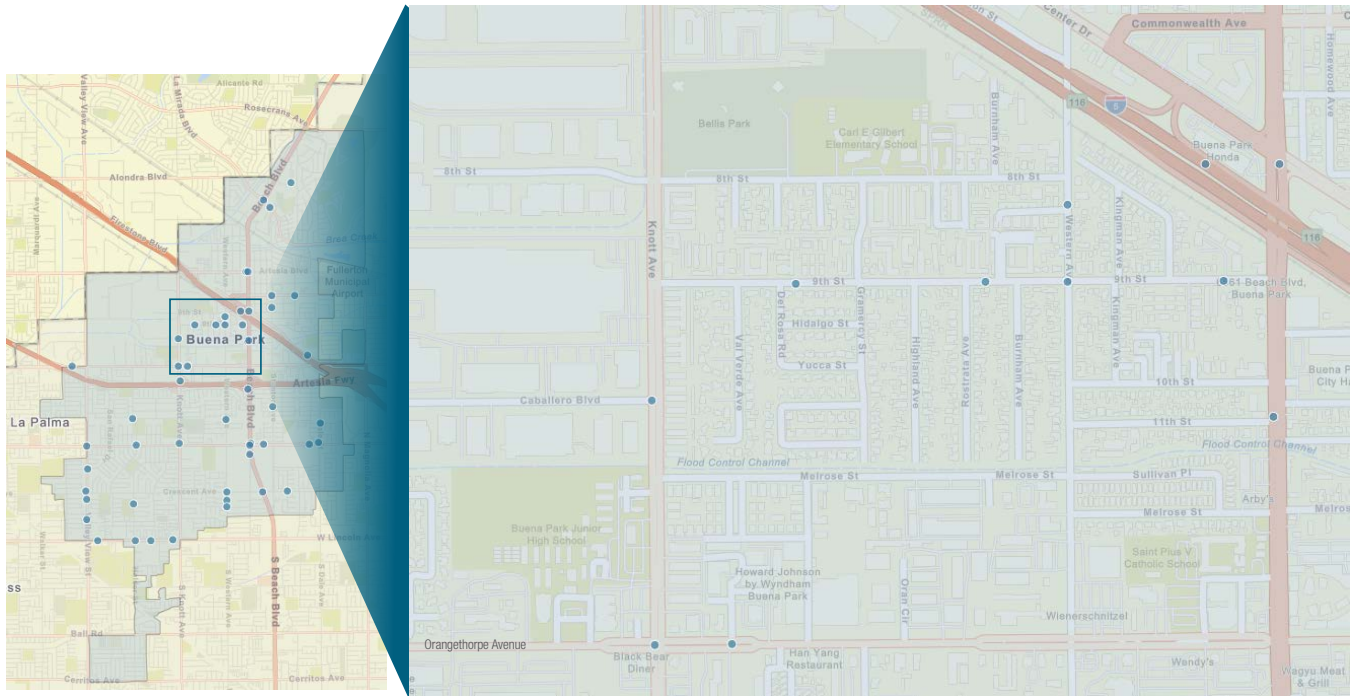


PROPOSAL FOR PROFESSIONAL SERVICES FOR THE Development of the Buena Park Safe Routes to School Plan

We understand that the City is trying to address a specific issue through this SRTS Plan, which is injury prevention. Based on the data obtained for this proposal from the University of California, Berkeley's (UC Berkeley) Transportation Injury Mapping System (TIMS) for a five-year period between 2017 and 2022, a total of 255 crashes were reported involving bicyclists and pedestrians, out of which 16 resulted in fatalities and 35 resulted in severe injuries as shown in the table below.

| Years 2017–2022: Number of Crashes by Crash Severity (Source: UC Berkeley, TIMS) | | | | | |
|--|-------|---------------|----------------|-------------------|-------|
| Involved With | Fatal | Severe Injury | Visible Injury | Complaint of Pain | Total |
| Bicycle | 2 | 4 | 50 | 57 | 113 |
| Pedestrian | 14 | 31 | 41 | 56 | 142 |

Furthermore, 50 of these crashes involved victims equal to and less than 18 years in age, as shown in the **map** below, with a concentration of crashes occurring within a 1/4-mile radius around Carl E. Gilbert Elementary School and Buena Park Middle School. In the years 2016 through 2019, the City had also received resident concerns pertaining to speeding along 8th Street in front of Carl E. Gilbert Elementary School, and unsafe traffic maneuvers during school pick-up along Orangethorpe Avenue in front of Buena Park Middle School. As part of the SRTS Plan, the Kimley-Horn team will dive deep into the collision data in order to recommend appropriate solutions that can help the City proactively address safety issues—especially in close proximity to schools and along routes that children take on their daily commutes.



Crash locations involving victims 18 years and younger (2017–2022)

Project Objectives

The City's RFP identifies the following overall project objectives:

- Engage diverse community members; identify and reduce barriers to participation
- Partner with stakeholders
- Determine and identify needs and areas of concern
- Develop plans that identify clear goals
- Strengthen citywide efforts to improve safety near schools
- Maintain an aggressive project schedule
- Submit all necessary project documentation, including invoices, with regard to guidelines of the STPG funding requirements

The Kimley-Horn team will strive to attain all of these overall project objectives and further enhance the SRTS Plan by focusing on the following elements:

- 1. Reduce or eliminate pedestrian and bicycle crashes near schools.** The SRTS Plan, in combination with the City's Complete Streets Master Plan and recently adopted ATP, will result in a broad series of improvements, programs, awareness, and system initiatives that will continue to decrease the pedestrian and bicycle crashes occurring in the City. The plans will need to target a series of driver behaviors, safe practices for vulnerable road users, and additional redundancy in transportation infrastructure.
- 2. Increase walking and biking mode share for the student population.** Encouraging students to walk and bike in groups will further enhance safety. Designating specific routes near schools helps to consolidate student traffic, allowing more focused resources on improvements, focused locations for crossing guards, and greater driver awareness of the presence of students. The plan will include suggested walking and biking routes between nearby neighborhoods and schools.
- 3. Invest in underserved communities.** Parents that belong to disadvantaged groups are more likely to be constrained in their ability to drop off and pick up students on a given schedule and will likely benefit most from well-implemented SRTS programs. The SRTS Plan will focus on routes and systems needed to provide safe connections between local neighborhoods and schools where larger proportions of disadvantaged communities live. Each plan will determine where the most needed connections are. Investments in programs and habit-building activities will be recommended, in addition to infrastructure, to meet the needs of underserved communities.
- 4. Strong understanding of each school's unique issues, including focused multilingual outreach efforts.** English learners may face more barriers than native English speakers when it comes to plan participation, understanding available resources and notifications, and interpreting directions to the safest travel options. The SRTS Plan will need to provide multilingual support (Spanish, Korean, and sign language) to encourage full participation by a significant portion of the student and parent population. The Kimley-Horn team has worked in many diverse communities and is experienced with planning that prioritizes the needs of the underserved communities.
- 5. The SRTS Plan.** This Plan will help the City prioritize expenditures and improvements holistically across the schools. The Plan will also summarize the proposed improvements and associated costs from each of the individual plans. The Kimley-Horn team's approach will leverage the foundational work of the past Complete Streets Master Plan and ATP documents to produce an SRTS Plan that addresses the importance of safety and equity, plus an actionable implementation plan and project prioritization.

A map of the project schools and proposed bike facilities from the City's recently adopted ATP is shown on the next page.

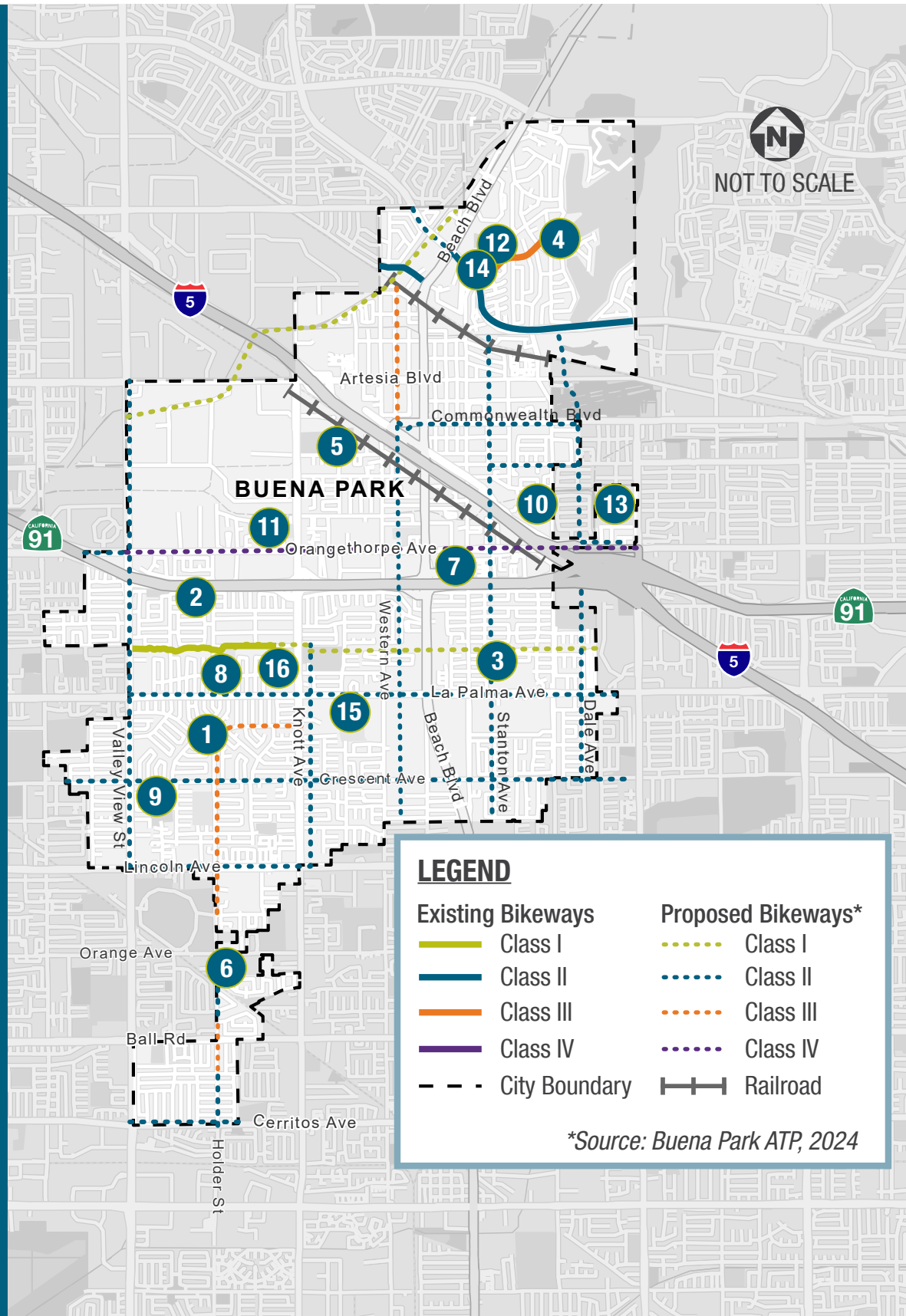


PROPOSAL FOR PROFESSIONAL SERVICES FOR THE Development of the Buena Park Safe Routes to School Plan

Bikeways and Schools Map

1. Buena Terra Elementary (C)
2. Arthur F. Corey Elementary (B)
3. Dysinger Elementary (C)
4. Charles G. Emery Elementary (B)
5. Carl E. Gilbert Elementary (B)
6. Holder Elementary (S)
7. Mabel L. Pendleton Elementary (B)
8. Raymond Temple Elementary (C)
9. San Marino Elementary (C)
10. James A. Whitaker Elementary (B)
11. Buena Park Middle (B)
12. Gordon H. Beatty Middle (B)
13. Buena Park High (F)
14. Buena Park Learning Center (B)
15. Walter Knott Elementary (C)
16. Hope Special Education (A)

(C) Centralia Elementary School District
(B) Buena Park Elementary School District
(S) Savanna Elementary School District
(F) Fullerton Joint Union High School District
(A) Anaheim Union School District



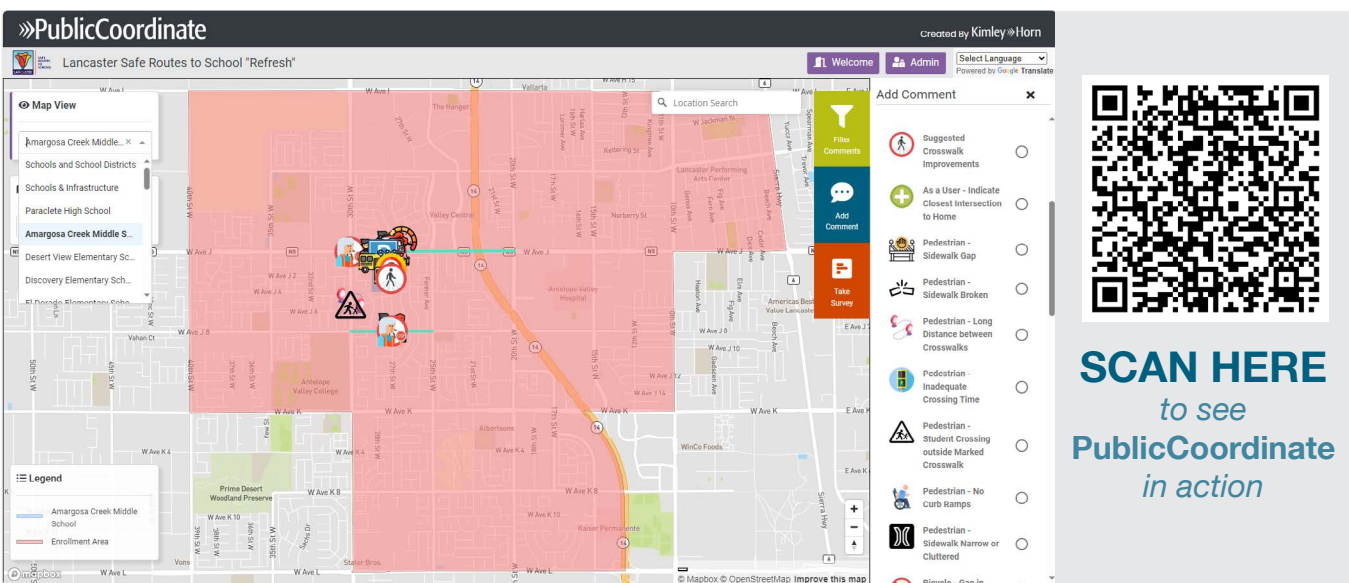
C. SCOPE OF WORK/SERVICES

Project Approach/Methodology

Kimley-Horn has assembled a diverse team of accomplished roadway, safety, and active transportation design professionals to develop an SRTS Plan focused on implementable projects for which the City can pursue design-phase funding. **The plan will not be a document that sits on a shelf or resides in a link on the City's website because the projects are infeasible, not cost-effective, or rely on redevelopment to occur. Instead, it will provide a road map for the City to implement mobility projects over the next two to five years and beyond by taking advantage of ongoing projects and grant funding opportunities.**

The study will include an existing conditions assessment for each of the 16 schools and develop recommendations of best practices for safety and accessibility. Through our work developing the updated Caltrans Complete Intersections Guide, we researched current national best practices and updated the guide to provide Caltrans staff and consultants with the best practices. We will filter and apply relevant information from national and state guides to what works best for the City.

Stakeholders, in addition to community outreach, are critical to any plan put forth by the City. For this purpose, Kimley-Horn will develop a layered map to show the street network, signalized and unsignalized intersections, school district zones, attendance zones, major land uses, travel patterns, collisions, demographics, and other pertinent information. We will also incorporate the data collected through the community outreach process. The objective is to understand and analyze the interaction of these different elements on the school travel and attendance patterns. In addition to the feedback through meetings, we will use Kimley-Horn's interactive mapping software, **PublicCoordinate**, which provides a sophisticated online interactive process to solicit feedback from the public. This tool offers enhanced capabilities such as comment input, toggling between multiple project locations and base maps, Americans with Disabilities Act (ADA) web accessibility, custom branding, survey integration, and so much more. Its online platform is user-friendly, making it easy for the public to provide input and visualize what their communities would look like with proposed transit, roadway, development, or infrastructure improvements.



Kimley-Horn will capture the travel patterns for each school using the SRTS tally sheet available at http://guide.saferoutesinfo.org/evaluation/appendix_a_safe_routes_to_school_student_travel_tally.cfm. This guide was developed by the Pedestrian and Bicycle Information Center (PBIC) in collaboration with SRTS experts from around

PROPOSAL FOR PROFESSIONAL SERVICES FOR THE Development of the Buena Park Safe Routes to School Plan

the country and support from the National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Centers for Disease Control and Prevention (CDC), and Institute of Transportation Engineers (ITE). The survey will be conducted for two to three typical weekdays from Tuesday to Thursday.

For the SRTS Plan, we will create individual school profiles that can be located on the City's website, similar to other projects on the City's Public Works/Engineering Services webpage. These profiles will include the following information for the area around each school:

- School information
- School zoning (emphasizing the routes students take)
- School enrollment boundaries
- Bike and pedestrian infrastructure
- Travel patterns relative to the schools (collected through student surveys)
- Photos, as needed, to document existing conditions
- Other City Master Plans that intersect with the SRTS Plan
- Projects currently funded that will be implemented and may impact the SRTS Plan
- Any other element of the City's transportation system, present or future, so that the SRTS can be adapted to suit those elements



SCAN HERE

*for an Example of the SRTS
Master Plan and School
Profiles created by the
Kimley-Horn and Redman
Consulting team*

Kimley-Horn will conduct all engineering, transportation planning, and administrative tasks necessary to complete the project. This includes the final planning document, final design plans, project specifications, quantity and cost estimates, and all compliance efforts needed to meet local, state, and federal requirements.

Scope of Work

The scope of work will include the following:

Task 0 - Project Management

Task 0.1: Project Kick-Off Meeting

Upon notice to proceed, Kimley-Horn will coordinate with the City project manager to schedule a kick-off meeting within two weeks after the commencement of work. The Kimley-Horn project manager will prepare a meeting agenda that includes team member introductions, project visioning and goal setting, project scope, schedule and budget, data needs and membership of the project management team (PMT) that will be engaged in future check-in meetings and deliverable review. Kimley-Horn will establish a project task and deliverable tracking sheet that will be used to monitor project progress throughout that can be used as a standing agenda and notes document as well.

Task 0.2: Project Management Meetings

Kimley-Horn will establish a recurring monthly meeting for the PMT to update on project progress and to get input and direction on upcoming tasks. The Kimley-Horn project manager will maintain the project action list and deliverable tracker ahead of each meeting, and that tracker will serve as the meeting agenda and depository for meeting notes and action items.

Task 0.1 Deliverables:

- ✓ Project kick-off meeting agenda
- ✓ Project kick-off meeting notes and list of attendees
- ✓ Project action and deliverable tracking sheet

Task 0.2 Deliverables:

- ✓ Updated Deliverable and Tracking Sheet for up to 13 PMT meetings
- ✓ Meeting documentation with list of attendees (up to 13)
- ✓ Meeting materials, including presentations or any handouts (up to 13)



Task 0.3: Monthly Invoicing and Reporting

Kimley-Horn will develop monthly invoices and progress reports to document project progress and expenditures.

Task 0.3 Deliverables:

- ✓ Monthly invoices
- ✓ Progress reports

Task 1 – Existing Conditions

Task 1.1: Literature Review

The Kimley-Horn team will work with City staff to collect existing plans, policies, programs, and data. Existing plans will likely include, but not be limited to:

- Buena Park Complete Streets Master Plan
- Mobility and Implementation Elements of the City's General Plan
- Buena Park ATP
- OCTA SRTS Action Plan
- Southern California Association of Governments' (SCAG) Connect SoCal
- Caltrans District 12's Caltrans Active Transportation Plan

Our team will also review Caltrans' SHSP and Vulnerable Road User (VRU) Safety Assessment for relevant initiatives, projects, and toolbox items that can be leveraged in this plan as well as SRTS plans from the ITE, American Planning Association (APA), and other known sources.

Task 1.2: Data Collection

In addition, segment or screenline traffic counts will be collected at up to three (3) locations near each project school, including pedestrian and bicyclist counts, for a total of 48 count locations. Prior to beginning the data collection, the Kimley-Horn team will work with City staff to identify the count locations that will best help the team assess demand that can inform areas for improvement and prioritize potential projects.

Task 1.2 Deliverables:

- ✓ Draft and final existing conditions memorandum
- ✓ Traffic counts around project schools
- ✓ Base maps for project schools
- ✓ School area needs assessment maps and CVC/CA MUTCD conformance

Kimley-Horn will work with City staff to identify the point of contact at each school as well as school district. Information such as enrollment boundaries and transit lines will be obtained from online sources and verified with each school. School/district-specific information, such as yellow school bus routes and ridership, school site improvement plans, and crossing guard locations, will be requested and documented for each school.

Kimley-Horn will prepare one (1) base map for each school, a total of 16 base maps, showing the school location, existing infrastructure conditions, and travel information such as enrollment boundaries, yellow school bus routes and ridership, transit lines, school site improvement plans, and crossing guard locations.

Furthermore, any other pertinent information, such as existing land uses, current and projected housing and land use development, population characteristics, and travel projections, will also be gathered as relevant to the SRTS Plan's preparation.



Extra Value-Added Service: Conformance review of School Zone Traffic Control with the latest updates to the **California Vehicle Code (CVC)** and **California Manual on Uniform Traffic Control Devices (CA MUTCD)**

per the December 19, 2023 revision revisions to the Federal MUTCD, 11th Edition. Our history of working with schools has shown that traffic control is not applied consistently school-to-school, and is recommended to safeguard the City from potential lawsuit. It is understood that the City had earlier contracted 3M to develop and implement a citywide street sign inventory. The team will conduct field verification of signage, markings, crosswalks, speed limits, and uncontrolled traffic control in the immediate vicinity of schools. This field-collected data will be backchecked against each school's boundaries and local roadway classifications to promote a consistent application of school zone traffic control citywide.

Task 2 – Collision and Gap Analysis

Consistent with the requirements of the Active Transportation Program, Kimley-Horn will conduct a bicycle and pedestrian collision analysis for each school using the most recent SWITRS data available, supplemented by data provided by City staff. We understand that the City uses crossroads to gather collision data. The Kimley-Horn team will review crashes that occurred near each school site, with particular focus on those involving pedestrians and bicycles that occurred during school pick-up and drop-off windows, and may indicate excessive speeding or inattention issues that might put students, crossing guards, and other school employees at risk. Per discussions with City staff, this analysis could be supplemented by information provided by school administrators and other stakeholders regarding patterns, behaviors, and near-misses they have observed that could lead to future crashes.

Using the base maps created in Task 1, our team will identify challenges and gaps in the bicycle and pedestrian networks as well as opportunities and needs to provide connectivity to schools. We recommend creating maps similar to those required for ATP applications that identify gap closures and connections, new routes, and barriers and improvements. These findings will be summarized into a draft collisions and gaps analysis memorandum. Upon receipt of one (1) set of consolidated comments from the City, the Kimley-Horn team will revise and submit a final collision and gap analysis memorandum.



Extra Value-Added Service: Kimley-Horn will work with City staff and project stakeholders to identify tools that will enhance safety for students traveling to and from school using a variety of transportation modes. Tools will be drawn from other documents developed by the City along with state and national guidance for bicycle, pedestrian, and traffic calming improvements. Measures to encourage more students to walk or bike to school safely could include enhanced crossing infrastructure, buffered bicycle lanes, crossing guard program expansion, walking school buses, public messaging campaigns, targeted enforcement initiatives, Spanish language outreach efforts, or new school and parent-teacher association (PTA)-based safety education programs. The toolkit will include topics for all of the following six “E’s”:

- **Engineering** measures that slow traffic or provide better separation between vulnerable road users and vehicles
- **Evaluation** techniques to monitor implemented tools to see which ones are working best and which ones have not led to the desired outcomes
- **Equity** assessments that will help prioritize protections for those that need them most
- **Education** programs that will continue to focus on student walking and biking habits along with messaging campaigns for parents and drivers on how to behave in school zones during periods with student activity
- **Encouragement** programs to support parents and students in decisions about walking and biking to school
- **Enforcement** strategies to reduce driving behaviors that increase risk and exposure for vulnerable road users

We will provide a balanced set of solutions which can be implemented near-term to provide safety enhancements as the City works to implement a longer-term program of enhancements that will reduce and eliminate injuries related to school-oriented transportation. **The Kimley-Horn team will prepare a tool kit summary to document the inventory of best practices, policy and program recommendations as well as outline tool kit elements citywide.**

Task 3 – Public Outreach and Engagement

Task 3.1: Outreach and Engagement Plan

The Kimley-Horn team, with input from the City, will prepare a detailed Outreach and Engagement Plan that will include school and community engagement tools and events to be used throughout the development of

Task 2 Deliverables:

- ✓ Draft and final collision and gap analysis memorandum
- ✓ Tool kit summary

Task 3.1 Deliverables:

- ✓ Outreach and Engagement Plan

PROPOSAL FOR PROFESSIONAL SERVICES FOR THE Development of the Buena Park Safe Routes to School Plan

the SRTS Plan. In coordination with City staff, our team will prepare a comprehensive list of stakeholders beyond the 16 schools and five (5) school districts. The Outreach and Engagement Plan will consist of a strategy to fully engage disadvantaged communities, including outreach in English, Spanish, and Korean, and reach out to groups that may not participate in traditional planning events. Sign language interpreters will also be present at all workshop events. The Outreach and Engagement Plan will also include strategies for engaging with stakeholders virtually, where appropriate.

Task 3.2: Project Webpage and Online Outreach



SCAN HERE
to see a preliminary
PublicCoordinate
Map prepared for
Buena Park SRTS

The team will develop content for an SRTS Plan project webpage on the City's website and social media platforms to promote outreach and education materials, document

workshops, promote parent and student surveys, workshops, walk audits, the Draft SRTS Plan, and eventually view the Final SRTS Plan. The website will also allow stakeholders to submit feedback without attending meetings. The Kimley-Horn team proposes developing the site as a Story Map using Esri's web platform. Tabs would be added for each major project milestone, with text describing any findings, recommendations, or input received.

The Kimley-Horn team proposes to use our online mapping tool, **PublicCoordinate**, to collect input from residents. This mapping tool

can be embedded on any webpage and readily shared through social media sites to boost public participation. Within PublicCoordinate, we will create subpages for each school. Residents will be able to use this interactive, user-friendly tool to highlight specific intersections and locations with concerns and draw segments where they would like pedestrian and bicycle facilities added or upgraded. This mapping tool will identify current barriers and recommendations for suggested improvements around a given school site.

Task 3.2 Deliverables:

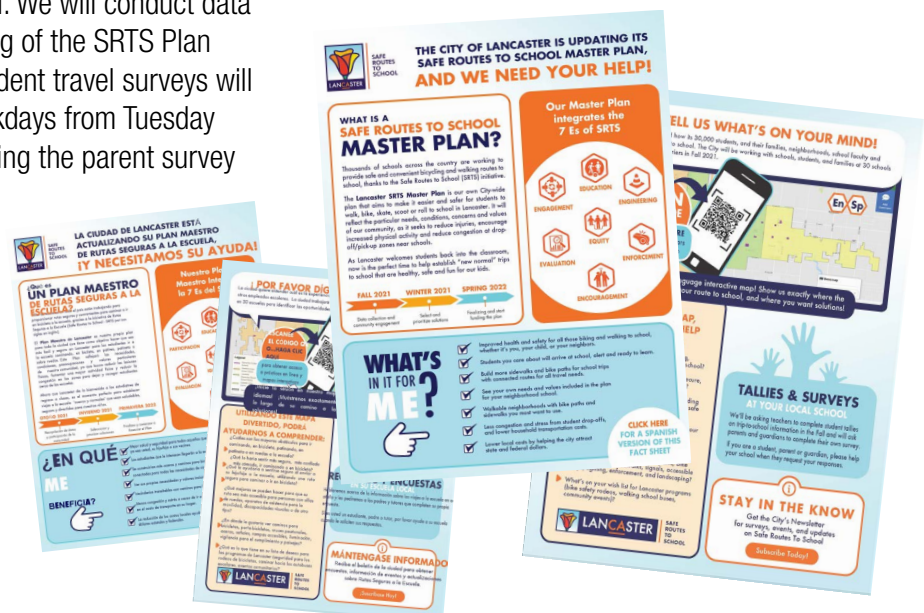
- ✓ Project website, survey, and memo on Virtual Engagement
- ✓ PowerPoint presentation and photos

Task 3.3: Student Tallies and Parent Surveys

Kimley-Horn will use the standardized Student Travel Tally and Parent Survey questionnaires from the National Center for Safe Routes to School to collect data on student travel modes and parent attitudes about walking and bicycling to school. We will conduct data collection twice: once at the beginning of the SRTS Plan project, and once at the end. The student travel surveys will be conducted for two (2) typical weekdays from Tuesday to Thursday. We recommend integrating the parent survey on PublicCoordinate. These findings will be summarized into a student tally and parent survey memorandum.

Task 3.3 Deliverables:

- ✓ Student Travel Tallies and Parent Surveys Summary Memorandum





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Task 3.4: Community Engagement

The Kimley-Horn team will prepare and lead up to four (4) workshops for school staff, students, parents, advocates, and other SRTS stakeholders. The workshops will be based on the National SRTS Course from the National Center for Safe Routes to School. The purpose of the workshops will be to introduce the SRTS Plan project, educate on the six “E’s” of SRTS (Engagement, Equity, Encouragement, Education, Engineering, and Evaluation). Kimley-Horn will work with City staff to identify the two (2) workshops that can be held at a school or location near an underserved school (defined as a school where 75% or more of students are eligible for Free and Reduced-Price Meals). Workshops will be held in-person and will have a virtual option for those who are unable to attend in-person.

Additionally, our team will conduct “pop-up” workshops at up to three (3) public events, such as the City farmer’s markets or community fairs, in order to inform and solicit feedback from the community on the SRTS Plan.

Task 3.4 Deliverables:

- ✓ Four (4) SRTS Workshops
- ✓ “Pop-up” workshops at up to three (3) schools

Task 3.5: Walk Audits

Kimley-Horn will also lead school staff, City staff, parents/caregivers, residents, and other interested stakeholders on one (1) walk audit at each school site (16 total audits) during the morning arrival or afternoon dismissal period. These walk audits will be used to observe conditions and behaviors and identify challenges or impediments that currently limit walking and biking to school as well as verify existing conditions of facilities. Our team will provide participants who are unable to join the walk audit with another way to give input such as through the Kimley-Horn online mapping tool, PublicCoordinate. Results of each walk audit will be summarized, including stakeholder feedback and photos, into a Walk Audit Report.

Task 3.5 Deliverables:

- ✓ Walk Audit Reports for all schools (16)
- ✓ Photos and other outreach materials

Task 4 – Advisory Committee

The Kimley-Horn team will work closely with the City to compile a comprehensive list of invitees to join an SRTS Plan Advisory Committee (AC). The list may include:

- Caltrans District 12 staff
- OCTA active transportation and SRTS staff
- Safe Kids Orange County
- Orange County Health Care Agency
- School district staff
- School staff
- PTAs
- Students
- Buena Park Police Department
- Orange County Fire Authority (OCFA)
- Local advocates and community organizations
- Others

Task 4 Deliverables:

- ✓ AC invite list
- ✓ AC meetings (up to six), presentations, agendas, and notes

Kimley-Horn will prepare AC meeting agendas and meeting notes. Kimley-Horn will establish meetings with the AC every other month for a total of six (6) meetings throughout the project. Our team will host one (1) in-person meeting with the option to join virtually and host the five (5) other virtual meetings. The intent of the AC is to provide advice on potential project and programmatic recommendations that align with their goals, receive input prior to major engagement activities, and review key project deliverables prior to posting to the public or decision-makers.



Task 5 – Crossing Guard Analysis

Working closely with the City and school districts, Kimley-Horn will develop a methodology to prioritize crossing guard locations that will be informed by Section 7D of the CA MUTCD as well as input from the City and the Kimley-Horn team. The methodology will be summarized in a Crossing guard prioritization memorandum.

Using this methodology and the information collected as part of Task 1.2, our team will conduct an in-depth analysis of current locations of crossing guards and make recommendations for maintaining, changing, or adding crossing guard locations. We will also host and lead focus group discussions with current crossing guards to discuss history, existing issues, general observations, and potential improvements. These stories may also be used as narratives for future grant applications. Kimley-Horn will use the California School Crossing Guard Training Guidelines (Guidelines) developed by the California Department of Public Health and Caltrans to identify and assess crossing guard training needs. The Guidelines will be referenced and included as a resource for the crossing guard prioritization memorandum.

Task 5 Deliverables:

- ✓ Crossing guard prioritization memorandum

Task 6 – Recommendations and Prioritization

Kimley-Horn will use the information collected throughout the project in Tasks 1 through 5 to develop infrastructure improvement recommendations within a half-mile radius of each project school, thus generating 16 individualized school reports. We will evaluate each school site for its own points of access to determine whether there are school site barriers exposing students to more traffic that could be eliminated to make a shorter path for access. The observed entry points as well as pick-up and drop-off areas will be documented, as will locked gates or other points of access that are not open to students. The recommended improvements will aim to make the non-motorized transportation network safer and more convenient for students and parents to walk and bike to school. Recommendations will include preliminary cost estimates that align with the requirements of the Caltrans ATP, so that the recommendations can be incorporated into future grant applications for implementation. All recommendations, maps, and cost estimates will be included in the Draft and Final SRTS Plan (Task 7).

Kimley-Horn will create an equity-framed and data-driven project prioritization methodology that meets the needs of the City and school districts while yielding projects that are well-positioned for SRTS funding through ATP or other funding mechanisms such as the City's capital improvement plan.

Using the SRTS Plan Advisory Committee and stakeholder input, school recommendations, and walk audit observations, Kimley-Horn will develop one (1) suggested routes map for each project school (16 total) depicting suggested routes for families to walk or bicycle to and from school. Maps will also include safety tips for drivers and active transportation users. The suggested routes maps will be made available to schools via digital and print copies, in English, Spanish, and Korean. The suggested routes maps will also be included in the Draft and Final SRTS Plan.

Task 6 Deliverables:

- ✓ Infrastructure improvement recommendations, maps, and cost estimates
- ✓ Project prioritization methodology
- ✓ Suggested routes maps
- ✓ Programmatic recommendations

The Kimley-Horn team will review the existing conditions profile with City staff and document where there are missing facilities or any that need upgrading. The information collected in Task 1.2 will be used as a starting point, with new needs being added where needed based on the subsequent data collection and stakeholder engagement. Factors evaluated for needs identification will include:

- Pick-up and drop-off activity on nearby neighborhood streets
- Level of impact of pick-up and drop-off activity to neighborhood safety and traffic operations
- Campus trips by mode and whether they are inbound or outbound
- Primary routes to campus
- Crossing guard utilization

Additionally, the Kimley-Horn team will prepare engagement, equity, encouragement, education, and evaluation program recommendations. In combination with the infrastructure recommendations, programs will promote a culture that embraces active transportation throughout Buena Park. These recommendations may include, but not be limited to, park and walk drop off locations, walking school buses, bicycle trains, walk/bike to school days, and in-classroom pedestrian/bicycle safety and encouragement education. Programs will be informed through the outreach and engagement described in Task 2 and will address any relevant projects the City or school districts will be implementing. The program recommendations will be included in the Draft and Final SRTS Plan (Task 7).

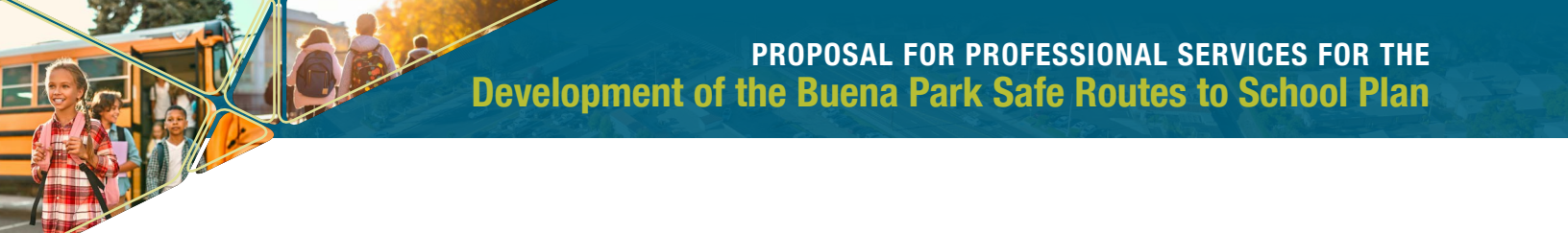
Task 7 – Draft and Final SRTS Plan

As part of this task, Kimley-Horn will prepare a Draft SRTS Plan for City staff review. The Draft SRTS Plan will be aligned with Caltrans ATP guidance and will include a summary of actionable next steps for implementing infrastructure and program recommendations. The plan will also summarize the outreach processes and stakeholder feedback received, and will reference each of the 16 individual reports as a packaged document set. The final report will be prepared with public consumption in mind and be easily followed by non-technical readers. Based on City staff feedback, Kimley-Horn will revise the Draft SRTS Plan and release a Public Draft SRTS Plan to be presented to the AC and the public.

Task 7 Deliverables:

- ✓ Draft SRTS Plan
- ✓ Public Draft SRTS Plan
- ✓ Final SRTS Plan

Following the public comment period, our team will prepare a Final SRTS Plan in electronic form that addresses comments received from the City, AC, the public, and other stakeholders. The Final SRTS Plan will include a summary of next steps towards implementation, credit Caltrans on the cover and title page, and be submitted to Caltrans in ADA-accessible electronic form.



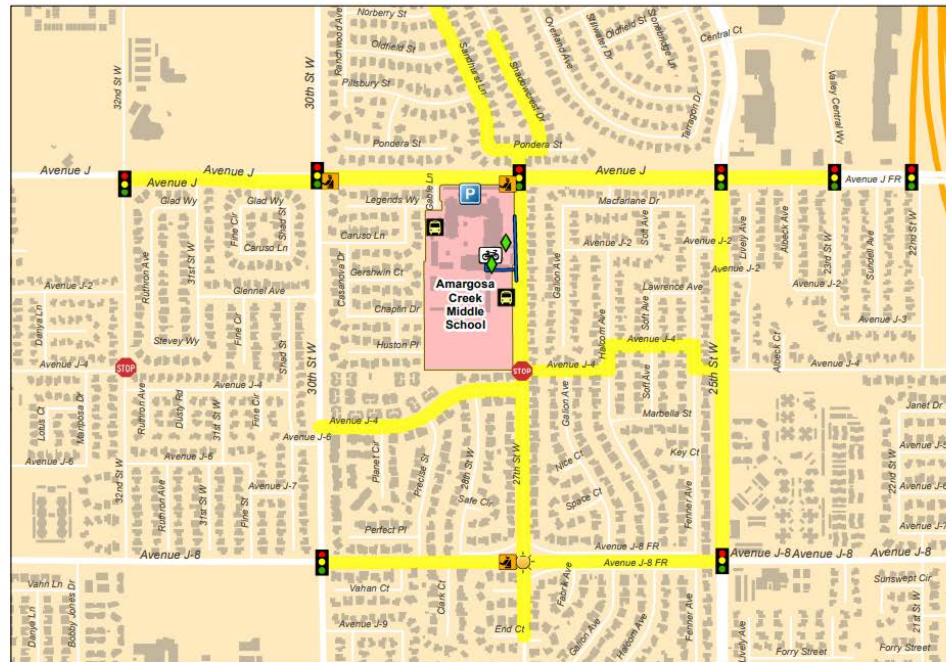
PROPOSAL FOR PROFESSIONAL SERVICES FOR THE Development of the Buena Park Safe Routes to School Plan

EXISTING CONDITIONS

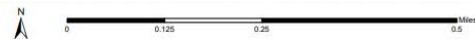
Suggested Routes, Traffic Control, and School Access



- School Gates
- Bus Loading
- Bike Parking
- Crossing Guards
- School Parking
- Parent Dropoff/Pickup
- Traffic Signal
- Roundabout
- All-Way Stop
- School Beacon
- School Beacon and Smart Crosswalk
- School Beacon and All-Way Stop
- Suggested Routes to School
- Focus School
- Focus School Enrollment Area
- Other Project Schools
- Parks & Open Space
- Lancaster City Boundary



Amargosa Creek Middle School
Traffic Control & School Access



LANCASTER

SAFE ROUTES
TO SCHOOL

Amargosa Creek Middle School

44333 27th Street West | Lancaster School District

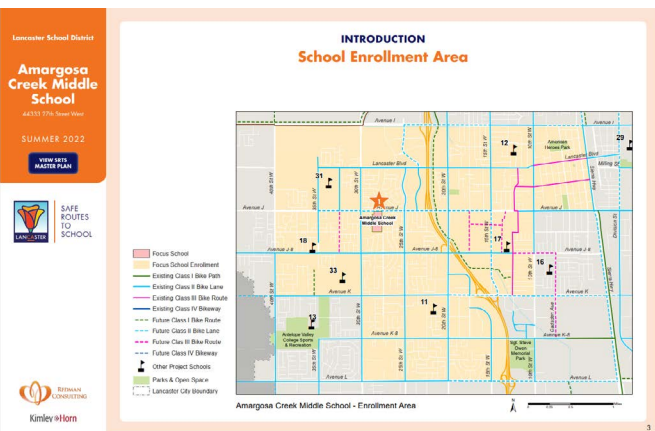
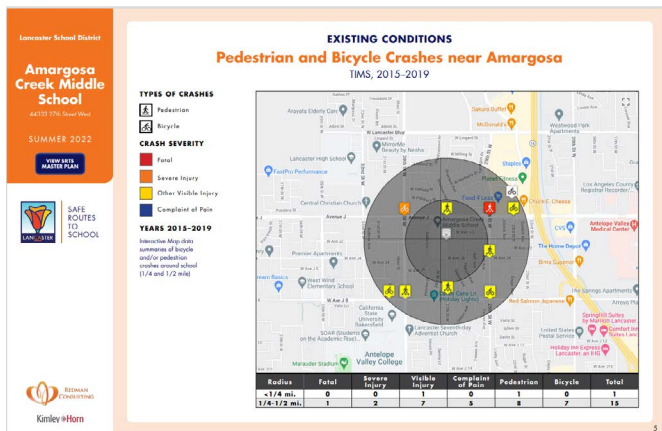
SUMMER 2022

VIEW SRTS MASTER PLAN



Kimley»Horn

8



Task 8 – City Council Review/Approval

In collaboration with the City, Kimley-Horn will present to the Buena Park City Council outlining the Final SRTS Plan as well as steps towards implementation. We will work with City staff to respond to and resolve any critical issues, so that the Buena Park City Council can adopt the Final SRTS Plan.

Task 8 Deliverables:

- ✓ City Council Agenda
- ✓ Presentation
- ✓ Documentation of City Council acceptance/approval

D. PROJECT SCHEDULE

Our proposed schedule—which details key tasks, including milestone timeframes for primary deliverables—is provided below. This schedule assumes a Notice to Proceed of November 2024 and is anticipated to be completed in 14 months—well in advance of the grant program deadline of February 2026. Our intent is to review this draft schedule with the City at the start of the project so that all parties are on board with the condensed timeline. With many stakeholders, subconsultants, and City departments involved in this planning process, there are areas where the project timeline is susceptible to delay, including the following:

- In general, an **open line of communication** will be necessary between Kimley-Horn, our subconsultants, and the City to keep the project on schedule and within budget. Regular progress meetings will be necessary to discuss project progress, but outside of those meetings, project manager **Sowmya Chandrasekhar, PE, TE, PTOE**, will be available as-needed for the City staff, and quick phone calls will be necessary to navigate challenges that may arise.
- Finalizing the existing conditions** phase will be dependent on obtaining available data.
 - » **Mitigation:** The Kimley-Horn team will develop a list of data needed and present it to the City at the kick-off meeting. It will be important for City staff with GIS experience to be at the kick-off meeting. It will also be important for Kimley-Horn to obtain the data as quickly as possible to assess the level of updates necessary.
- Scheduling stakeholder meetings/public workshops far enough in advance to maximize attendance but align with major milestones on the SRTS Plan.
 - » **Mitigation:** The Kimley-Horn team will work collaboratively with the City to identify key stakeholders and schedule tentative dates during the first two months.

| Task | Description | 2024 | | 2025 | | | | | | | | | | | |
|--------|-------------------------------------|------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Task 0 | Project Management | | | | | | | | | | | | | | |
| 0.1 | Project Kick-Off Meeting | ● | | | | | | | | | | | | | |
| 0.2 | Project Management Meetings | | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| 0.3 | Monthly Invoicing and Reporting | | | | | | | | | | | | | | |
| Task 1 | Existing Conditions | | | | | | | | | | | | | | |
| 1.1 | Literature Review | | | | | | | | | | | | | | |
| 1.2 | Data Collection | | ★ | ★ | | | | | | | | | | | |
| Task 2 | Collision and Gap Analysis | | | | | | | | | | | | | | |
| 2.1 | Collision and Gap Analysis | | ★ | ★ | ★ | | | | | | | | | | |
| Task 3 | Public Outreach and Engagement | | | | | | | | | | | | | | |
| 3.1 | Outreach and Engagement Plan | | ★ | | | | | | | | | | | | |
| 3.2 | Project Webpage and Online Outreach | | ★ | ★ | | | | | | | | | | | |
| 3.3 | Student Tallies and Parent Surveys | | | ★ | | | | | | | | | | | |
| 3.4 | Community Engagement | | | | | | ● | ● | ● | ● | ● | | | | |
| 3.5 | Walk Audits | | | | | | ★ | | | | | | | | |
| Task 4 | Advisory Committee | | | | | | | | | | | | | | |
| 4.1 | Advisory Committee | | | ● | | ● | ● | | | | ● | ● | | ● | |
| Task 5 | Crossing Guard Analysis | | | | | | | | | | | | | | |
| 5.1 | Crossing Guard Analysis | | | | ★ | ★ | ★ | | | | | | | | |
| Task 6 | Recommendations and Prioritization | | | | | | | | | | | | | | |
| 6.1 | Recommendations and Prioritization | | | | | | | | | ★ | | | | | |
| Task 7 | Draft and Final SRTS Plan | | | | | | | | | | | | | | |
| 7.1 | Draft and Final SRTS Plan | | | | | | | | | | ★ | ★ | ★ | ★ | |
| Task 8 | City Council Review/Approval | | | | | | | | | | | | | | |
| 8.1 | City Council Review/Approval | | | | | | | | | | | | | | ★ |

● Meeting with City ● Meetings with Advisory Committee ● Community Workshops/Pop-Up Events ■ City Review ★ Key Deliverable

E. CONSULTANT'S REPRESENTATIVE



Primary Representative

Sowmya Chandrasekhar, PE, TE, PTOE

sowmya.chandrasekhar@kimley-horn.com
213.354.9400



Alternate Representative

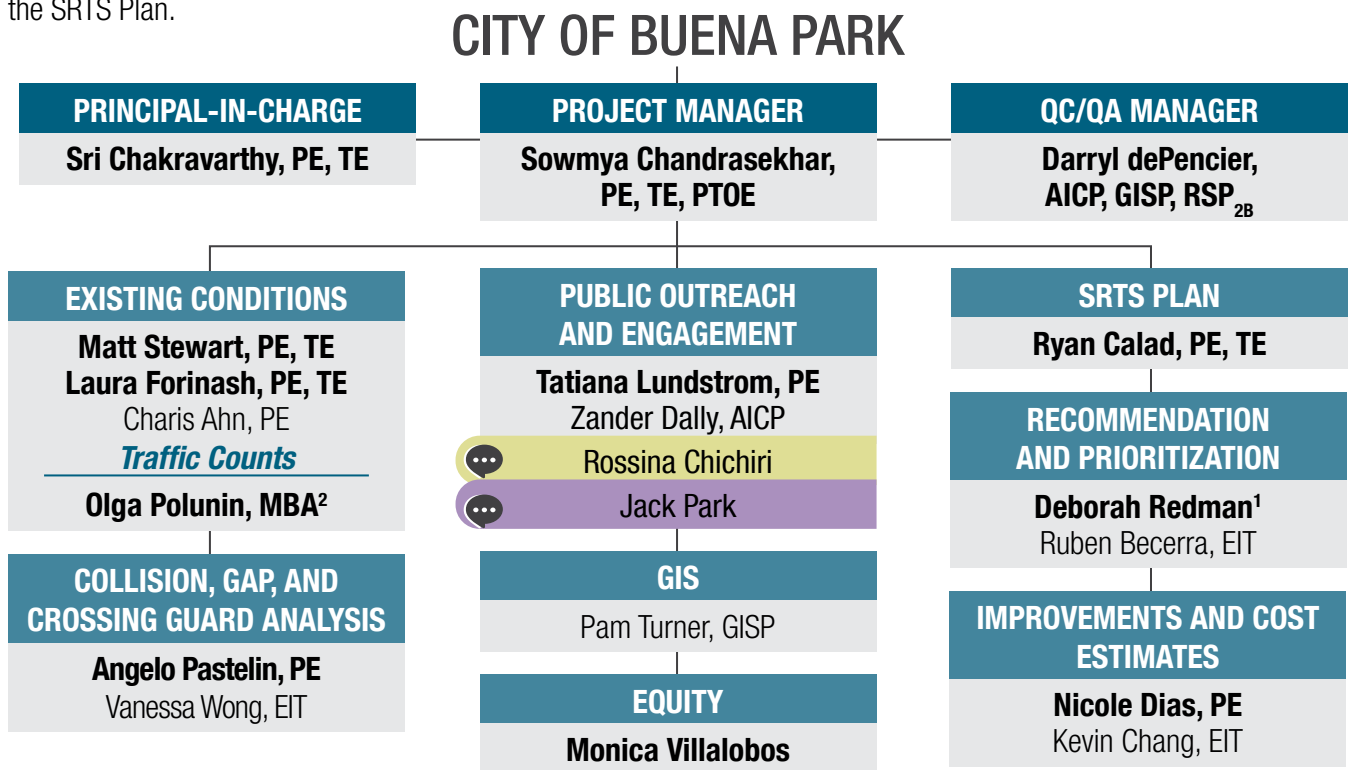
Sri Chakravarthy, PE, TE

sri.chakravarthy@kimley-horn.com
213.261.4037

F. PROJECT TEAM

Organizational Chart

Kimley-Horn has provided an organizational chart identifying each team member and their expected responsibilities on the SRTS Plan.



Subconsultants:

- 1.Redman Consulting, LLC
- 2.AimTD LLC

Fluent in Spanish

Fluent in Korean

BOLD = Key Personnel

Resumes

Kimley-Horn has provided resumes for each of our key personnel in the following pages.



Sowmya Chandrasekhar, PE, TE, PTOE

Project Manager

Sowmya has more than 16 years of professional experience as a transportation engineer. She is experienced in SRTS, ATP, safety studies, corridor operational analyses, traffic impact analyses, traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. Sowmya is well versed in grant funding and application development, specifically related to ATP and corridor safety projects.

Relevant Experience

- **City of Buena Park, On-Call Transportation Engineering Services, Buena Park, CA** – Project Manager*
- **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Senior Engineer
- **City of Lancaster, Paraclete High School SRTS Plan, Lancaster, CA** – Senior Engineer
- **City of Bakersfield, Monitor Street School SRTS Improvements, Bakersfield, CA** – Project Manager
- **City of Bakersfield, Active Transportation Program Cycle 7 SRTS Grant Preparation, Bakersfield, CA** – Project Manager
- **City of Santa Monica, Design Services for SRTS Pedestrian Improvements, Santa Monica, CA** – Project Engineer*
- **City of Lancaster, Challenger Way Corridor SS4A Grant Preparation, Lancaster, CA** – Project Manager
- **City of Lancaster, HSIP Cycle 11 Grant Preparation (five applications), Lancaster, CA** – Senior Engineer
- **City of Lancaster, Caltrans Active Transportation Program Before and After Pedestrian and Bicycle User Counts, Lancaster, CA** – Project Manager
- **City of Lancaster, Active Transportation Program Cycle 6 and 7 Grant Support, Lancaster, CA** – Senior Engineer
- **City of Lancaster, LRSP, Lancaster, CA** – Project Manager
- **City of Simi Valley, LRSP, Simi Valley, CA** – Project Manager
- **City of Diamond Bar, Quail Elementary School Study, Diamond Bar, CA** – Project Manager
- **City of Diamond Bar, Castle Rock Elementary School Study, Diamond Bar, CA** – Project Manager
- **City of Los Angeles, Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Manager
- **City of Bakersfield, Niles and Monterey Complete Streets, Bakersfield, CA** – Senior Engineer
- **City of Lancaster, Pedestrian Gap Closures and Street Lighting, Lancaster, CA** – Senior Engineer
- **City of Thousand Oaks, Thousand Oaks Boulevard Short Corridor Pedestrian Study, Thousand Oaks, CA** – Project Manager*
- **California State University, Long Beach, Pedestrian Crossing Studies, Long Beach, CA** – Project Engineer*
- **New York City Department of Transportation (NYCDOT), SRTS Program, New York City, NY** – Graduate Intern*

*Prior to joining Kimley-Horn

Professional Credentials

- Master of Science, Civil Engineering, Missouri University of Science & Technology
- Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- Professional Engineer in California #83100
- Traffic Engineer in California #2760
- Professional Traffic Operations Engineer #3323



Sri Chakravarthy, PE, TE

Principal-in-Charge

Sri has more than 20 years of traffic operations and transportation engineering experience. Since beginning his career with the County of Los Angeles prior to joining Kimley-Horn, he has participated in a wide variety of school safety and active transportation projects. His project management experience includes corridor planning, signal justification studies, school safety studies, roundabout design, site-specific traffic circulation, and safety studies. Sri has served as a project manager and key staff member for many transportation studies, traffic engineering design and implementation projects, and on-call engineering services.

Relevant Experience

- **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Principal-In-Charge
- **City of Agoura Hills, On-Call Traffic Engineering and SRTS Services, Agoura Hills, CA** – Principal-in-Charge
- **City of Agoura Hills, LRSP, Simi Valley, CA** – Project Manager
- **City of Los Angeles, Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Principal-In Charge



Darryl dePencier, AICP, GISP, RSP_{2B}

QC/QA Manager

Darryl has been leading transportation safety projects for more than 17 years, including more than 40 recent SRTS, SSARs, LRSPs, and RSAs. He has developed a number of tools to root out the spatial relationships between collision events to determine the factors and conditions that increase the probability of vehicle crashes. His experience ranges from establishing safety policy language, network screening, crash site engineering reviews, and developing countermeasure toolboxes. Darryl also conducts statistical analyses of crash activity using methods presented in the Highway Safety Manual (HSM), the Local Roadway Safety Manual, and customized analyses for unusual locations or conditions.

Relevant Experience

- **City of Palm Desert, SRTS Program Development and Funding, Palm Desert, CA** – Project Manager
- **City of Bakersfield, Bakersfield ATP, Bakersfield, CA** – Project Manager
- **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Project Planner
- **Caltrans, Vulnerable Road User Safety Assessment, Statewide, CA** – Project Manager

Professional Credentials

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University, India
- Professional Engineer in California #73629
- Traffic Engineer in California #2531

Professional Credentials

- Master of Science, Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University
- Certificate of Geographic Information Systems, Algonquin College
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Road Safety Professional 1 #279
- Road Safety Professional 2B #17



Matthew Stewart, PE, TE

Existing Conditions and Analysis

Matthew has experience in transportation planning, traffic engineering, and traffic safety analysis. His experience includes preparation of pedestrian and bicycle master plans, safety studies, development of intersection and roadway design guidelines, traffic impact analyses, and stakeholder engagement. He has recently worked on several active transportation and safety projects.

Relevant Experience

- **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Project Engineer
- **Orange County Public Works, ADA Transition Plan, Orange County, CA** – Project Manager
- **County of Los Angeles, Bicycle Master Plan, Los Angeles County, CA** – Project Manager
- **City of Los Angeles Department of Recreation and Parks, Griffith Park Safety and Active Transportation Project, Los Angeles, CA** – Project Engineer
- **City of Agoura Hills, On-Call Traffic Engineering and SRTS Services, Agoura Hills, CA** – Project Engineer

Professional Credentials

- Master of Science, Transportation Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in California #90465
- Traffic Engineer in California #3063



Laura Forinash, PE, TE

Existing Conditions and Analysis

Laura is a professional civil and traffic engineer with more than 11 years of traffic operations and transportation engineering experience. Her experience includes traffic analysis, design, simulation, and transportation planning, with a strong focus on creating safer and more comfortable walking and bicycling environments. Laura has worked extensively on bike master plans, safety action plans, and local roadway safety plans, demonstrating her commitment to active transportation. She has significant experience in school circulation, collaborating with schools, crossing guards, residents, and school districts to improve traffic flow and safety in school zones.

Relevant Experience

- **City of Lomita, Traffic Calming Toolkit, Lomita, CA** – Project Manager
- **City of Agoura Hills, Bicycle Master Plan Environmental Document, Agoura Hills, CA** – Project Manager
- **City of Agoura Hills, LRSP, Agoura Hills, CA** – Project Manager
- **City of Hawthorne, Safety Action Plan, Hawthorne, CA** – Project Manager
- **City of Agoura Hills, On-Call Traffic Engineering and SRTS Services, Agoura Hills, CA** – Project Manager
- **City of Laguna Niguel, On-Call Traffic Engineering Services, Laguna Niguel, CA** – Project Manager

Professional Credentials

- Master of Science, Civil Engineering, Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Engineer in California #93146
- Professional Traffic Engineer in California #2818



Angelo Pastelin, PE

Collision, Gaps, and Crossing Guard Analysis

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Irvine
- Professional Engineer in California #96423

Angelo has assisted with various design, analysis, and operations projects throughout his time at Kimley-Horn. He has been involved with projects that include transportation planning and safety, traffic analysis, fiber design, traffic signal design, and signal timing operations for projects in Orange and Los Angeles Counties. Additionally, Angelo has experience in working with the public to provide education on transportation safety and planning opportunities. He has previously assisted with projects that benefit local communities and worked with the public to incorporate feedback.

Relevant Experience

- **City of Lomita, Traffic Calming Toolkit, Lomita, CA** – Project Lead/Analyst
- **City of Hawthorne, SS4A Action Plan, Hawthorne, CA** – Project Lead/Analyst
- **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Analyst
- **City of Los Angeles Bureau of Engineering, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Analyst
- **City of Hawthorne, Various Traffic Engineering Services—Traffic Engineering On-Call, Hawthorne, CA** – Analyst



Tatiana Lundstrom, PE

Public Outreach and Engagement

Professional Credentials

- Bachelor of Science, Civil Engineering, Clemson University
- Bachelor of Arts, Modern Languages, Clemson University
- Professional Engineer in California #95416

Tatiana has more than seven years of experience on a variety of transportation projects from the perspective of both design and outreach. As an outreach coordinator, she has been able to marry her engineering background with her passion for public engagement. Tatiana has organized and led school walk audits for elementary, middle, and high schools in both rural and suburban areas. She has organized and led successful safe school outreach activities, project workshops with the public, canvassing at community events, and scheduling, planning, and coordination for ATPs and Transportation Safety Action Plans. She has also organized multiple summits and outreach events, while emphasizing equity and accessibility.

Relevant Experience

- **City of Bakersfield, Active Transportation Plan, Bakersfield, CA** – Outreach and Engagement Lead
- **Caltrans, SHSP Update and Implementation, Statewide, CA** – Deputy Project Manager
- **Caltrans, Statewide Vulnerable Road Users Safety Assessment, Statewide, CA** – Outreach Coordinator
- **City of San Marcos, ATP, San Marcos, CA** – Engagement Lead
- **City of San Diego, La Jolla Active Transportation Plan Feasibility Study, San Diego, CA** – Deputy Project Manager



Monica Villalobos

Equity

Monica's unique experience includes work at the intersection of transportation and community planning, land use, environmental justice, and award-winning community engagement strategies. With 20 years of experience, she has a proven record as a technical specialist and public engagement strategist on a variety of large-scale multidisciplinary transportation planning and policy projects. She has led transportation planning, first/last mile (FLM), outreach, and equity projects. She has worked closely with key decision-makers, community groups, stakeholders, elected officials, and the public.

Relevant Experience

- **City of Palmdale, Palmdale Sustainable Transportation Plan, Palmdale, CA** – Equity Lead*
- **San Diego Association of Governments (SANDAG), SR 78 Comprehensive Multimodal Corridor Plan (CMCP), San Diego, CA** – Equity Lead*
- **SANDAG, SR 67 CMCP, San Diego, CA** – Equity Lead*
- **Los Angeles County Metropolitan Transportation Authority (LA Metro), Eastside Transit Corridor Phase 2, Los Angeles, CA** – FLM and Transit Oriented Communities (TOC) Lead
- **SANDAG, Transit Fare Study, San Diego, CA** – Outreach Lead

*Prior to joining Kimley-Horn

Professional Credentials

- Doctor of Philosophy (ABD), City and Regional Planning, University of California, Berkeley
- Master of Regional Planning, City and Regional Planning, Cornell University
- Bachelor of Science, Community and Regional Development, University of California, Davis



Ryan Calad, PE, TE

SRTS Plan

Ryan has more than 18 years of experience and is a recognized leader in the transportation and public works field. He has served in leading roles on many transportation and public works projects and has extensive experience managing projects. He has an extensive planning and design background and is effective at anticipating and resolving problems and issues on concurrent projects involving multidisciplinary project teams, agencies, and subconsultants.

Relevant Experience

- **Town of Apple Valley, SRTS Master Plan, Apple Valley, CA** – Project Manager*
- **City of Baldwin Park, SRTS Plan, Baldwin Park, CA** – Task Manager*
- **Town of Apple Valley, Town-Wide School Zone Analysis and LRSP, Apple Valley, CA** – Project Manager*
- **City of La Habra, Imperial Middle School/Las Positas Elementary School Circulation Analysis, La Habra, CA** – Project Manager*

*Prior to joining Kimley-Horn

Professional Credentials

- Bachelor of Science, Ecology, University of California, Irvine
- Professional Engineer in California #91422
- Traffic Engineer in California #2692



Nicole Dias, PE

Improvements and Cost Estimates

Nicole has been leading and supporting the design of multidisciplinary roadway and transit projects across Southern California for more than 12 years. She has worked on a wide range of projects from local roadway improvements to major interchange projects. Her passion is complete streets, active transportation, and safety improvements. Nicole has also worked on projects with a variety of federal, state, and local funding sources and is very familiar with funding processes and requirements.

Relevant Experience

- **City of Bakersfield, Monitor Street SRTS Improvements, Bakersfield, CA** – Contract Manager/Project Engineer
- **City of Los Angeles Bureau of Engineering, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Project Manager
- **City of Los Angeles, Mission Mile-Sepulveda Project (ATP Cycle 5), Project Approval and Environmental Document (PA&ED) Phase, Los Angeles, CA** – Project Manager
- **City of Los Angeles, Telfair Avenue Multimodal Bridge Over Pacoima Wash PA&ED and Plans, Specifications, and Estimate (PS&E), Los Angeles, CA** – Project Manager

Professional Credentials

- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Engineer in California #86490



Deborah Redman

Recommendation and Prioritization



Deborah has served as a project manager for projects involving multiple transportation planning modes, missions, and topics. With 35+ years of experience, she provides technical analysis, policy, and strategic planning and conducts public engagement and outreach efforts on controversial topics, using a creative, solution-oriented management style to address complex, difficult issues. She has specialized knowledge in active transportation/SRTS planning and grant preparation, passenger rail, multimodal and freight planning, complete streets, and congestion pricing.

Relevant Experience

- **City of Lancaster, SRTS Master Plan, Lancaster, CA** – Principal-in-Charge
- **City of Lancaster, SRTS Master Plan Update, Lancaster, CA** – Project Manager
- **Southern California Regional Rail Authority (Metrolink), San Bernardino Line Transit Corridor Planning Study/Caltrans Sustainable Transportation Planning/Sustainable Communities Grant, San Bernardino County, CA** – Grant Writer
- **Metrolink, Metrolink Systemwide Climate Vulnerable Assessment/Caltrans Sustainable Transportation Planning Grant, Metrolink Service Area, CA** – Grant Writer

Professional Credentials

- All pre-dissertation coursework for Doctorate of Philosophy, Urban and Regional Planning, University of California, Los Angeles
- Master of Arts, Urban Planning and Regional Planning, University of Iowa
- Bachelor of Arts, American Studies, Grinnell College



Olga Polunin, MBA

Traffic Signal Timing

AimTD LLC



Professional Credentials

- Master of Business Administration, Loyola University
- Bachelor of Science, Health Care Administration, P.Stradins College, Latvia

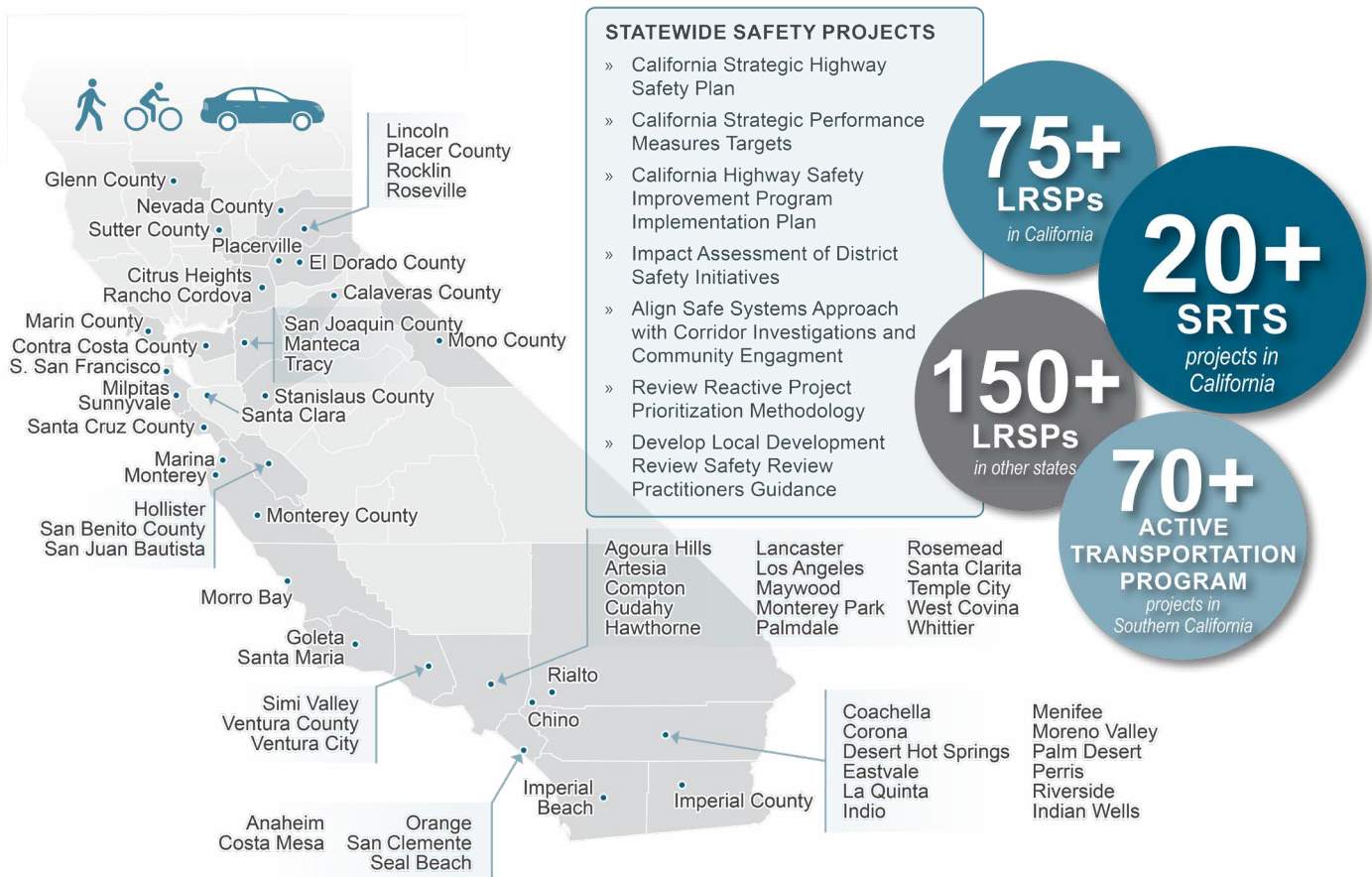
Olga is an accomplished business executive with 22 years of experience in the information technology (IT) and transportation industries. She has served as a project director with AimTD LLC for 12 years. She is known for her high energy and flexibility in working with diverse customer bases, and she exceeds customer expectations consistently.

Relevant Experience

- **OCTA, 2019 and 2023 Congestion Management Program (CMP) Traffic Data Collection, Orange County, CA** – Project Director
- **City of Mission Viejo, 2015 Intersection Turning Movement Counts, Mission Viejo, CA** – Project Director
- **Port of Long Beach, 2015 I-710 Shoemaker Bridge Replacement Project—Traffic Operations Analysis Report, Long Beach, CA** – Project Director
- **City of Santa Monica, Citywide Multimodal Study, Santa Monica, CA** – Project Director
- **City of Pleasanton, 2017, 2019, and 2023 Citywide Intersection Turning Movement Counts, Pleasanton, CA** – Project Director
- **California Polytechnic University, Pomona, 2017 Parking Occupancy Study, Pomona, CA** – Project Director
- **Maricopa Association of Governments (MAG), On-Call Traffic Signal Optimization Program (TSOP), Various Locations, AZ** – Project Director

G. REFERENCES

Kimley-Horn has a diverse portfolio of experience which includes both safety planning and engineering, and bicycle and pedestrian facility planning safety design. The projects in this section highlight our team's comprehensive experience on similar safety projects. Each project was completed, or is in the process of being completed, by members of our project team within budget and on schedule. This gives us the ideal background to be able to complete your SRTS Plan on your terms. We have provided descriptions of these relevant projects as well as references for each one. We invite you to contact our references; these individuals will tell you that we listened to their needs, met their schedules, accomplished their missions, and delivered results.



SRTS has been a focus area of Kimley-Horn's staff since our inception and funding in California more than 25 years ago. The different characteristics of the study area around each school—as well as different characteristics of the administrators, parents, and children at each school—mean a customized approach to each school is essential to the success of any program. Walking audits may identify differing problems related to the safety of school children including speeding, high traffic volume, parking conflicts, and conflicts in the shared public space between passenger vehicles, buses, bicycles, and pedestrians. All these conflicts lead to increasingly unsafe conditions for children and parents. Programs may identify a greater need for a focus on bike or pedestrian safety, revised drop-off and pick-up policies, or encouragement programs for parents and students to increase walking, biking, or carpooling to school. At Kimley-Horn, our SRTS practice focuses on creating safe and convenient opportunities for children (and adults) to bicycle and walk to each of the study area schools. Secondary benefits to children and their neighborhoods include improved health, reduced traffic congestion and speeding, better air quality, and enhanced neighborhood safety. The culmination of our process is to provide schools with a plan that represents a consensus of the needs and preferences of the school administrators, parents, local residents, and municipal agency staff.

What truly sets our team apart is our in-depth experience planning and designing SRTS elements. Our approach of listening to our clients' safety concerns and understanding design solutions while we formulate conceptual planning improvements results in efficient and successful projects. This means SRTS elements can be designed and constructed more quickly to enhance safety around each school as quickly as possible.

City of Lancaster

Project Name: SRTS Master Plan

Project Description: Kimley-Horn and Redman Consulting worked with the City of Lancaster to update their 2016 SRTS Master Plan for 30 public schools. The refreshed plan incorporated enhanced community outreach and engagement activities as a result of the COVID-19 pandemic, which included gathering input from students, teachers, parents, and administrators regarding the effectiveness of different elements of the program. The plan also focused on changes in travel patterns and updated profiles of the City of Lancaster's transportation system to confirm that the program will be adapted to suit those elements. One of the key project objectives was to minimize conflicts between roadway users and students by creating a safe environment for walking and cycling to school while also working toward the City of Lancaster's Vision Zero safety goals through improved engineering, education, and enforcement approaches.

Reference: Candice Vander Hyde, Management Analyst | cvanderhyde@cityoflanasterca.org | 661.723.5851

City of Agoura Hills

Project Name: On-Call Traffic Engineering and SRTS Services

Project Description: Kimley-Horn has been providing staff augmentation services to the City of Agoura Hills as a part-time City Traffic Engineer for nearly eight years. Kimley-Horn staff provide general on-call traffic engineering services, project management, staff augmentation, and engineering services for a variety of infrastructure and capital improvement projects and city programs/services. As part of the on-call, Kimley-Horn team has addressed safety and mobility concerns for multiple schools and implemented SRTS improvements across the city.

Reference: Ramiro Adeva, Assistant City Manager | radeva@ci.agoura-hills.ca.us | 818.597.7353

City of Bakersfield

Project Name: Monitor Street School Corridor Active Transportation Improvements

Project Description: Kimley-Horn is currently working with the City of Bakersfield to identify improvements that can be implemented to a 2.8 mile stretch of the Monitor Street school corridor. The corridor contains several signalized intersections, stop-controlled intersections, and T-intersections. Existing pedestrian facilities consist of concrete sidewalk and access ramps at the intersections. The challenges the corridor faces include wide streets, long distances between intersections, lack of landscaping, poor parking and bicycle lane striping, and reduced visibility. Kimley-Horn is conducting a preliminary study of the corridor and preparing conceptual designs for proposed improvements. Our team is also providing support to the City of Bakersfield's pavement rehabilitation program through signing and striping plans. Following the preliminary study, Kimley-Horn will work with the City of Bakersfield to engage local stakeholders and community members to gather input and feedback on the conceptual designs. Once outreach and preliminary engineering is complete, our team will identify available grant funding opportunities and compile the information in a report to the City of Bakersfield.

Reference: Paul Archer, Advanced Project Delivery Group Lead | parcher@bakersfieldcity.us | 661.326.3350

City of Los Angeles, Department of Recreation and Parks

Project Name: Griffith Park Safety and Mobility Active Transportation Project

Project Description: Kimley-Horn assisted the City of Los Angeles, Department of Recreation and Parks to conduct an engineering assessment of Crystal Springs Drive and Griffith Park Drive in Griffith Park, the largest municipal park in the City of Los Angeles. The project included an evaluating of existing conditions on the study roadways and preparing recommendations to reduce cut-through traffic, calm traffic, and improve safety for all road users. We prepared conceptual plans for short-term, mid-term, and long-term improvements. Recommended improvements included Class II and Class IV bicycle facilities, crosswalk improvements, reduction in curb radii at intersections, and speed humps. We presented the recommendations to several groups of stakeholders and participated in community engagement workshops. As part of the project, ridership data was obtained from LA Metro and the need to consolidate/remove bus stops was assessed. We also provided construction support for all aspects of the project, including the conversion of Griffith Park Drive to an active transportation roadway.

Reference: Stefanie Smith, Superintendent of Recreation and Parks Operations | stefanie.smith@lacity.org | 323.661.9465

City of Diamond Bar

Project Name: Professional On-Call Traffic, Transportation, and SRTS Services

Project Description: Since 2018, Kimley-Horn has been providing on-call traffic engineering services to the City of Diamond Bar based on our performance on the Adaptive Traffic Control Systems Design and Implementation project, which is the first citywide adaptive control system deployment in California. As part of this on-call contract, the Kimley-Horn team has addressed safety and mobility concerns for multiple schools and implemented SRTS improvements across the city. Additional traffic engineering services we have provided include a review of parking studies, traffic control plans, developmental review, traffic signal timing improvements, traffic management center (TMC) support, and communication systems support to the City of Diamond Bar staff.

Reference: Christian Malpica, Associate Engineer | cmalpica@diamondbarca.gov | 909.839.7040

City of Palmdale

Project Name: Sustainable Transportation Plan and School Access Study

Project Description: Kimley-Horn developed a Sustainable Transportation Plan for the City of Palmdale that focused on improving roadway safety and reducing vehicle miles traveled to help the City of Palmdale achieve its sustainability goals. This project included a review of school circulation pick-up and drop-off operations at several city schools to both enhance traffic safety and to encourage more walking and biking trips to school. The project included a robust review of historical traffic safety, identification of trends and patterns in traffic crashes, and development of a toolbox of safety improvements that the City of Palmdale can draw from to eliminate higher risk roadway conditions as resources allow. The study also included a review of existing travel patterns and trip lengths to determine which portions of the city generate the most vehicle-miles traveled (VMT), and what methods and tools the City of Palmdale can use to make its development more sustainable. The study also included an assessment of equity to help plan equitable benefits to all Palmdale residents.

Reference: Jay Nelson, City Traffic Engineer | jnelson@cityofpalmdale.org | 661.267.5320

City of Artesia

Project Name: ATP

Project Description: Kimley-Horn was selected by the City of Artesia to prepare an ATP that prioritizes citywide pedestrian and bicycle improvements and complements visioning efforts for their commercial and historic districts as well as improvements to the South Street Corridor and Pioneer Boulevard/Downtown Specific Plan that had already taken place. We were responsible for analyzing existing bicycle and pedestrian environments, identifying potential bicycle and pedestrian improvement projects, and helping to create project cut sheets that are ready for the City of Artesia to submit for grant funding. We were also responsible for developing 30% plans for two priority projects identified through the prioritization process. The project was completed within budget and with minimal disruptions to the schedule due to COVID-19. Elements of this plan, particularly the Pioneer Boulevard 30% design, assisted with developing recommendations and guidance for a future Downtown Specific Plan to transform Downtown Artesia.

Reference: Karen Lee, Special Projects Manager | klee@cityofartesia.us | 562.865.6262

H. SUB-CONSULTANT

In an effort to provide the City with the depth of resources necessary to seamlessly deliver services for the SRTS Plan, Kimley-Horn has teamed with two skilled and experienced subconsultants to supplement our in-house team. Not only are these firms talented from a technical standpoint, but they also understand the local environment and strong working relationships with members of the Kimley-Horn team, as they have supported us on other projects. Kimley-Horn will direct and compensate our subconsultants.



Redman Consulting, an LLC Sole Proprietorship, was originally formed in 2000 in Los Angeles. In 2012, Deborah Redman, the principal and sole employee of Redman Consulting, re-established the firm in Oregon. The firm is a women's business enterprise (WBE), disadvantaged business enterprise (DBE), and emerging small business (ESB) in Oregon; a DBE in California; and a certified small business enterprise (SBE) by LA Metro. Their community business enterprise (CBE) certification by the County of Los Angeles is pending.



AimTD LLC was founded in 2012 and has since been providing accurate traffic data collection with a focus on customer service. They conduct over 10,000 traffic counts annually. AimTD has traffic data collection contracts with many municipalities including the City of La Habra, City of Yorba Linda, City of Santa Ana, City of Tustin, City of Mission Viejo, County of Orange, OCTA, City of Pasadena, City of Beverly Hills, City of Santa Monica, Los Angeles Department of Transportation (LADOT), City of Chino, and City of Riverside.

I. FEE SCHEDULE

Kimley-Horn has provided our fee schedule and schedule of rates in the following pages.

PROPOSAL FOR PROFESSIONAL SERVICES FOR THE Development of the Buena Park Safe Routes to School Plan

City of Buena Park Development of the Buena Park Safe Routes to School Plan

| Kimley-Horn and Associates, Inc. | | | | | | | | | | TOTAL HOURS | TOTAL COST |
|---|----------------------|---------------------|--------------------|--------------------|--------------------|--------------------|---------------------|-------------------|--|-------------|----------------------|
| Category/Title | Sr. Professional III | Sr. Professional II | Sr. Professional I | Professional II | Professional I | Analyst | Sr. Project Support | Project Support | | | |
| | Direct Rate | | | | | | | | | | |
| | Billing Rate | | | | | | | | | | |
| 196.54% Overhead% | | | | | | | | | | | |
| 195.57% Overhead% w/o FCCM | | | | | | | | | | | |
| 10% Fee% | | | | | | | | | | | |
| Task 0 Existing Conditions | 3 | 43 | 3 | 29 | 29 | | 14 | 14 | | 135 | \$ 33,051.43 |
| 0.1 Project Kick-Off Meeting | | 3 | | 3 | 3 | | | | | 9 | \$ 2,279.22 |
| 0.2 Project Management Meetings | 3 | 26 | 3 | 26 | 26 | | | | | 84 | \$ 21,713.17 |
| 0.3 Monthly Invoicing and Reporting | | 14 | | | | | 14 | 14 | | 42 | \$ 9,059.04 |
| Task 1 Existing Conditions | | 5 | 10 | 20 | | 58 | | | | 93 | \$ 18,170.87 |
| 1.1 Literature Review | | 5 | 5 | 10 | | 10 | | | | 30 | \$ 6,936.74 |
| 1.2 Data Collection | | | 5 | 10 | | 48 | | | | 63 | \$ 11,234.14 |
| Task 2 Collision and Gap Analysis | | 5 | | 10 | 40 | | | | | 55 | \$ 11,893.57 |
| 2.1 Collision and Gap Analysis | | 5 | | 10 | 40 | | | | | 55 | \$ 11,893.57 |
| Task 3 Public Outreach and Engagement | 8 | 105 | 14 | 147 | 142 | 172 | | | | 588 | \$ 130,659.57 |
| 3.1 Outreach and Engagement Plan | 2 | 5 | 5 | 10 | 10 | | | | | 32 | \$ 8,097.12 |
| 3.2 Project Webpage and Online Outreach | | 12 | 4 | 24 | 24 | 32 | | | | 96 | \$ 20,405.85 |
| 3.3 Student Tallies and Parent Surveys | | 4 | 5 | 5 | | 32 | | | | 46 | \$ 8,895.14 |
| 3.4 Community Engagement | 6 | 36 | | 60 | 60 | 60 | | | | 222 | \$ 49,279.06 |
| 3.5 Walk Audits | | 48 | | 48 | 48 | 48 | | | | 192 | \$ 43,982.40 |
| Task 4 Advisory Committee | | 24 | | 24 | | 24 | | | | 72 | \$ 17,232.79 |
| 4.1 Advisory Committee Meetings | | 24 | | 24 | | 24 | | | | 72 | \$ 17,232.79 |
| Task 5 Crossing Guard Analysis | | 16 | 2 | 16 | 40 | 0 | | | | 74 | \$ 17,477.56 |
| 5.1 Crossing Guard Analysis | | 16 | 2 | 16 | 40 | | | | | 74 | \$ 17,477.56 |
| Task 6 Recommendation and Prioritization | 2 | 40 | 4 | 40 | 60 | 80 | | | | 226 | \$ 48,749.61 |
| 6.1 Recommendations and Prioritization | 2 | 40 | 4 | 40 | 60 | 80 | | | | 226 | \$ 48,749.61 |
| Task 7 Draft and Final SRTS Plan | 12 | 40 | | 60 | 80 | 160 | | | | 352 | \$ 72,451.71 |
| 7.1 Draft and Final SRTS Plan | 12 | 40 | | 60 | 80 | 160 | | | | 352 | \$ 72,451.71 |
| Task 8 City Council Review/Approval | | 16 | | 16 | | | | | | 32 | \$ 8,983.58 |
| 8.1 City Council Review/Approval | | 16 | | 16 | | | | | | 32 | \$ 8,983.58 |
| TOTAL HOURS | 25 | 289 | 23 | 342 | 391 | 436 | 14 | 14 | | 1534 | |
| Subtotal Labor: | \$9,291.32 | \$95,476.60 | \$6,477.95 | \$79,037.89 | \$77,522.39 | \$68,259.80 | \$2,516.88 | \$1,916.99 | | | \$ 340,499.82 |
| Other Direct Costs | | | | | | | | | | | \$ 91,518.00 |
| Redman Consulting, LLC (Subconsultant) | | | | | | | | | | | \$ 67,518.00 |
| AimTD (Subconsultant) | | | | | | | | | | | \$ 24,000.00 |
| TOTAL COST: | | | | | | | | | | | \$ 432,017.82 |



Rate Schedule

Effective through June 30, 2026

| <u>Classification</u> | <u>Billing Rate per Hour</u> |
|-----------------------|------------------------------|
| Analyst | \$156.56 |
| Professional I | \$198.27 |
| Professional II | \$231.10 |
| Sr. Professional I | \$281.65 |
| Sr. Professional II | \$330.37 |
| Sr. Professional III | \$371.65 |
| Sr. Project Support | \$179.78 |
| Project Support | \$136.93 |

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Subconsultants: Billed at cost plus 10%.



CONTACT

SOWMYA CHANDRASEKHAR, PE, TE, PTOE

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B. RECEIVE AND FILE A DRAFT REPORT REGARDING THE BUENA PARK STAFFING AND ORGANIZATIONAL ASSESSMENT

| Meeting | Agenda Group |
|--------------------------------------|--|
| Tuesday, October 22, 2024, 5:00 PM | NEW BUSINESS Item: 5B. |
| Presented By | Prepared By |
| Eddie Fenton, Assistant City Manager | Eddie Fenton, Assistant City Manager/Director of Human Resources |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

- 1) Receive and file a draft report.

PREVIOUS CITY COUNCIL ACTION

On Tuesday, November 28, 2023, the City Council participated in a Goal Setting and Team Building Workshop facilitated by Lisa Gordon of Lisa Inspires. On January 9, 2024, the City Council adopted the City Council Goals and Objectives for Calendar Years 2024-2026. On May 28, 2024, the City Council approved a budget amendment to allocate funding to the Human Resources Department for the organizational assessment of all City departments.

DISCUSSION

BACKGROUND:

Over the last year the City has conducted extensive engagement throughout the community to allow residents, businesses, and community members from every corner of Buena Park to Speak Up and join the conversation. After several community presentations, months of outreach, two scientifically-conducted community surveys, and many community updates and emails, the City would like to thank the nearly 2,000 residents who have participated in Speak Up Buena Park! and gave their feedback through the community discussion around City service needs and priorities.

Furthermore, residents voiced their appreciation and reliance on local public infrastructure and senior citizen services. Residents have told us their priority is for safe, clean water to drink and to protect the community's drinking water sources and increase water supplies. Residents also expressed the desire to repair and maintain local neighborhood streets, roads, alleys, and sidewalks and make them safer.

Based on the Community's survey response (Speak Up Buena Park!) and City Council's direction in furtherance of the City Council's Goals and Objectives 2024-26, Key Focus Area #3, the City Manager retained the services of Municipal Resource Group, LLC ("MRG") to conduct an All-City Department assessment of effectiveness, efficiencies, and staffing needs and provide the City Manager with a report of their findings and recommendations. The purpose of this assessment was to gain a better understanding of the overall operational efficiency of providing the highest quality of City services to the public at the best value and identify areas that may not be operating efficiently due to shortages of staff and other resources. This assessment also made recommendations regarding staffing levels while identifying cost savings measures to eliminate duplicate efforts, waste, inefficiency, and possibly incorporate information technology to automate processes to increase productivity.

DISCUSSION:

As a result of a recent strategic planning session with the City Council, the City Council directed staff to assess all City department operations to review operational effectiveness and efficiencies, as well as staffing levels. The City Manager directed an outside consulting firm, MRG, to conduct an organizational and staffing level assessment of all City departments to better prepare the organization for delivering services in the future.

The primary purpose of this review was to provide the City with a snapshot of observations and recommendations regarding organization staffing and potential staffing needs; organizational structure and resource allocation; review service delivery models, and supervisory structures. Recommendations for areas of organizational improvement were included in the analysis. City departments assessed include: City Manager's Office, Human Resources and Risk Management, City Clerk's Office, Finance, Community and Economic Development, Public Works, and Community Services. These departments have approximately 152 full-time equivalent (FTE) employees.

The Organizational Assessment kicked off in September 2024, and was led by two highly-skilled professionals from MRG. The objective was to collaborate with staff from each department in evaluating the department's organizational structure, operations, and services.

The assessment focused on identifying opportunities for improvement and enhancing overall efficiency and service delivery to each department's operational structure. Therefore, the recommendations provided by MRG did not include an assessment of their fiscal impact on the organization. It is recognized that given the City's current fiscal constraints, implementing many of these recommendations may require adding additional funding sources or reallocating existing financial resources.

| NO. | DEPARTMENT | RECOMMENDATION |
|-----|-----------------------|---|
| 1 | City Manager's Office | <ul style="list-style-type: none"> • Add One new position • Reclassify One position |
| 2 | Human Resources | <ul style="list-style-type: none"> • Add 2-3 new positions |
| 3 | City Clerk's Office | <ul style="list-style-type: none"> • Add One new position |

| | | |
|---|------------------------|---|
| 4 | Finance | <ul style="list-style-type: none"> • Add 2-3 new positions |
| 5 | Community Development | <ul style="list-style-type: none"> • Add 2 new positions • Reclassify One position |
| 6 | Community Services | <ul style="list-style-type: none"> • Add 3-6 new positions • Reclassify One Part-Time position to Full-Time |
| 7 | Public Works | <ul style="list-style-type: none"> • Add 8 new positions • Reclassify 14 Part-Time positions to Full-Time |
| 8 | Information Technology | <ul style="list-style-type: none"> • Add One new position |

All recommendations should be considered in establishing future goals and objectives for each Department. The future implementation of staffing needs to begin now, but any and all new staffing should be considered in a three to five-year strategic hiring plan that will assist in identifying necessary funding strategies.

The final report will be posted to the City website within in approximately one month.

BUDGET IMPACT

There is no budget impact from receiving and filing this draft report. However, implementing the recommendations from this assessment could cost between \$3,000,000 to \$4,000,000 annually in personnel costs. The estimated cost does not include any necessary vehicle or equipment purchases or infrastructure needed to support these new positions. Though it would take time over multiple fiscal years to reorganize and scale all of the City Department activities as a result of this report, the benefits and enhancements to the community would be significant.

C. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 1.12 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO CITY LOGOS, AND A RESOLUTION ADOPTING OFFICIAL LOGOS FOR THE CITY'S OFFICE OF SUSTAINABILITY

| Meeting | Agenda Group |
|------------------------------------|---|
| Tuesday, October 22, 2024, 5:00 PM | NEW BUSINESS Item: 5C. |
| Presented By | Prepared By |
| Chris Cardinale, City Attorney | Christopher G. Cardinale, City Attorney |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

1) Adopt an ordinance amending Section 1.12.050 of the Buena Park Municipal Code relating to official logos, logotypes, and patches of the City of Buena Park; and 2) Adopt a resolution related to official logos for the City of Buena Park's Office of Sustainability and its associated programs.

PREVIOUS CITY COUNCIL ACTION

The City Council has previously taken action by ordinance or policy to protect and prevent the misuse of the City's seal, logo and insignia.

DISCUSSION

The City seal, City logo, and City insignia are personal property of the City and the City can control their use as well as prevent other parties from unauthorized use. Misuse or unauthorized use of the City's official seal, City logo, and other City insignia can cause confusion or misrepresentation that a statement, event, or organization is supported or endorsed by the City. For this reason, Chapter 1.12 of the Buena Park Municipal Code formally adopts and prevents the unauthorized use of the City's seal, logo, logotype, and official patches of the Buena Park Police Department. Violations of Chapter 1.12 may be enjoined through a civil injunction or punished through civil or administrative fines and penalties under general penalty provisions of the Buena Park Municipal Code.

In connection with providing services or programs to the community, the City at times creates and utilizes additional original distinctive markings that serve to both identify and distinguish the specific departments, services or programs of the City to the community. To protect and prevent unauthorized use of these original creations, City staff identified the need to afford similar protection to "department and program logos" as the City has already extended to the City's seal, official logo, and police department patches.

To address this need, staff has prepared an ordinance for the City Council's consideration that would amend Section 1.12.050 of the Buena Park Municipal Code to add department-and-program-specific logos, imagery, or similar distinctive markings to the list of seals, logos, and patches already adopted and protected in Chapter 1.12. The draft code amendment provides a flexible mechanism for the City Council to adopt and approve department and program logos resolution if and when the need arises.

The Office of Sustainability within the Community and Economic Development Department has created new logos, imagery, characters, and artwork which staff proposes to use in connection with various sustainability programs. The proposed logos and imagery are presented in an Attachment to this Agenda Report and consists of the following:

- A green-shaded version of the City's logo to signify environmental awareness and sustainability;
- A logo for the City of Buena Park Office of Sustainability; and
- The "Buena Park Sustainabuddies" - five original cartoon characters that each represent a different aspect of the City's sustainability efforts and will be used to identify and raise awareness for sustainable and environmental conservation services and programs of the City.

Staff has prepared a draft resolution for the City Council's consideration that, if approved in connection with ordinance described above, would adopt and protect these unique and original creations exclusively for the City's use. If approved by the City Council, staff will also seek formal trademark / copyright protection of the Buena Park Sustainabuddies to further protect against unauthorized use.

BUDGET IMPACT

There are no direct budget impacts associated with this item.

Attachments

[Draft Code Amendment re Department Programs and Logo's.pdf](#)
[Sustainabuddies Resolution.pdf](#)
[Office of Sustainability Logos.pdf](#)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 1.12.050 OF THE BUENA PARK MUNICIPAL CODE RELATING TO OFFICIAL LOGOS, LOGOTYPES, AND PATCHES OF THE CITY OF BUENA PARK

WHEREAS, the City of Buena Park ("City") is a California charter city vested with the police powers to enact and enforce local ordinances necessary to protect and advance the general health, safety, and welfare of the community;

WHEREAS, in connection with identifying and promoting City services and programs to the public, the City creates original logos, imagery, artwork, symbols, emblems, characters, and similar distinctive markings that serve to identify specific departments, services or programs of the City, and the City Council for the City of Buena Park desires to protect such distinctive City markings from misappropriation or unauthorized use by third-parties;

WHEREAS, under relevant provisions of federal and state law, the City is authorized to protect and regulate the use of official seals, logos, insignia or other distinctive markings designed and adopted by the City to promote public identification and recognition of the products, uniforms, vehicles, employees, and/or other official services or programs of the City;

WHEREAS, Chapter 1.12 (CITY SEAL) of Title 1 (General Provisions) of the Buena Park Municipal Code identifies, adopts and prohibits the unauthorized third-party use of the official seal, logos, typefaces, and patches of the City and the Buena Park Police Department, and the City Council desires to amend said Chapter to include protections for other official markings that have been adopted and approved by the City Council in connection with City programs or services; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred or been duly performed.

THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein as part of the findings.

SECTION 2. Section 1.12.050 (Use of city logos, logotypes, and patches) of Chapter 1.12 (CITY SEAL) of Title 11 (General Provisions) of the Buena Park Municipal Code is hereby amended to read as follows (new text underlined and deleted text ~~stricken~~):

§ 1.12.050. Use of city logos, logotypes, and patches.

- A. City Logo and City Logotype. The following symbols, or any variety of the following symbols, with the inscription thereupon constitutes and is adopted as the official logo and logotype of the city of Buena Park.



- B. Police Department Patch. The following symbol or any variety of the following symbols with the inscription thereupon constitutes and is adopted as the official patch of the police department of the city of Buena Park.



- C. Department and Program Branding. The City Council may, from time to time, by resolution adopt logos, imagery, artwork, symbols, emblems, characters, or other similar distinctive markings of original creation to serve as official logos or branding for any department or program of the city of Buena Park. The city clerk shall have the official custody of all such official distinctive markings.

GD. Violation.

1. The official city logo, logotype, and patches, and the official distinctive logos or branding of any city department or program, are for the exclusive use by the city, their officials and employees in the course and scope of their official duties. Nonprofit organizations located in the city of Buena Park may use the city logo, and-logotype, or distinctive program logos or branding with permission of the city clerk or her or his designee, in perpetuity or until officially revoked by the city clerk or her or his designee. No other persons may use, adopt, alter, or reproduce the official city logo, or the Buena Park police department patches, or any official distinctive logo or branding of a City department or program, without the express written authorization of the city clerk or her or his designee, of the city of Buena Park.
2. The official city logo, logotype, and patches, or distinctive department or program logos or branding, are strictly prohibited for use in any media formats for political campaign literature.
3. A violation of any provision of this section or a failure to comply with any mandatory requirements of this section is subject to prosecution in accordance with Title 1, Chapter 1.04, Section 1.04.050, of the Buena Park municipal code and may be enforced through criminal, civil, administrative, injunctive or other relief available by law.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs,

sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 4. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. EFFECTIVE DATE; RETROACTIVITY. The effective date of this Ordinance shall be thirty days (30) from the date of adoption as provided by law. This Ordinance shall apply retroactively, in its entirety, to the period of time between the date this Ordinance was adopted and the effective date of this Ordinance.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted according to law.

PASSED AND ADOPTED this _____ day of _____ 2024, by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA,
APPROVING AND ADOPTING OFFICIAL LOGOS FOR THE CITY OF BUENA PARK'S
OFFICE OF SUSTAINABILITY AND ASSOCIATED PROGRAMS

WHEREAS, in connection with providing informational information and services to the community, the City of Buena Park ("City") sometimes creates and utilizes original logos, imagery, artwork, symbols, emblems, characters, and similar distinctive markings that serve to identify the specific departments, services or programs of the City;

WHEREAS, the City Council for the City of Buena Park ("City Council") is committed to improving the sustainability of the environment as evidenced by dedicated efforts across various departments, the creation of the City's Office of Sustainability, and directing the preparation and implementation of a Climate Action and Adaptation Plan that will serve as the City's strategic plan for reducing greenhouse gas emissions and adopting to effects brought on by climate change (cumulatively the "Sustainability Programs");

WHEREAS, the City has developed and created original and distinctive logos, imagery, characters, and similar distinctive marketings for use by the City's Office of Sustainability and/or in connection with Sustainability Programs, as those logos and distinctive markings are depicted in Exhibit "A" to this Resolution (the "Sustainability Office Logos"), and the City Council for the City of Buena Park desires to protect the Sustainability Office Logos from misuse or misappropriation by third-parties;

WHEREAS, relevant provisions of federal and state law allow the City to protect and regulate the use of official seals, logos, insignia and other distinctive markings that are designed and adopted by the City to promote public identification and recognition of the City's programs and services;

WHEREAS, Chapter 1.12 (CITY SEAL) of Title 1 (General Provisions) of the Buena Park Municipal Code prohibits the unauthorized third-party use of the official seal, logos, typefaces, and patches of the City and the Buena Park Police Department, and Section 1.12.050.C. allows the City Council by resolution to adopt additional logos, imagery, artwork, characters, or other similar distinctive markings of original creation to serve as official logos or branding of City departments or programs; and

WHEREAS, the City Council desires to adopt this Resolution to add the Sustainability Office Logos to the list of official logos or distinctive marketings of the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Buena Park as follows:

Section 1. Pursuant to Chapter 1.12.050.C of the Buena Park Municipal Code and applicable federal and state laws, the City Council for the City of Buena Park hereby adopts and approves the Sustainability Office Logos as official logos, imagery, artwork, characters, or branding materials for the City of Buena Park, the Office of Sustainability, and the Sustainability Programs, and directs that the Sustainability Office Logos be subject to the protections and use restrictions described in Chapter 1.12 of the Buena Park Municipal Code.

Section 2. The City Clerk, City Manager, and City Attorney are hereby authorized and directed to take such actions as are reasonably necessary or advisable to effectuate the purpose of this Resolution and protect the rights, interest, property of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Buena Park this _____, 2024.

AYES:
NOES:
ABSTAIN:

ABSENT:

Attest:

By: _____
City Clerk



Figure 1: green-shaded version of City's logo

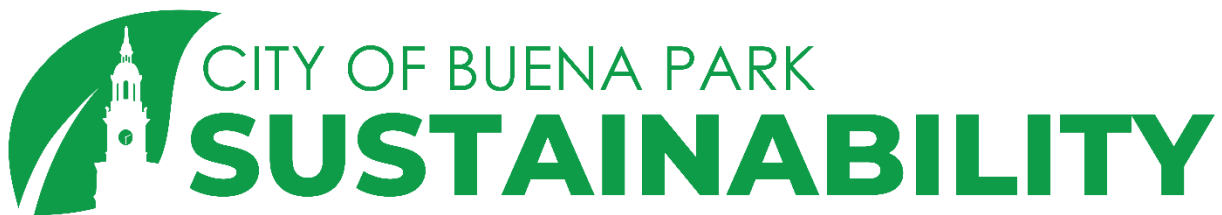


Figure 2: green horizontal logo for Office of Sustainability

Buena Park Sustainabuddies



Figure 3: Buena Park Sustainabuddies

D. CONSIDERATION OF AN ASSIGNMENT AND SECOND AMENDMENT TO AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT (AHDDA) WITH C&C DEVELOPMENT

The City Council will consider approving an Assignment and Second Amendment to the Disposition and Development Agreement with C&C Development concerning the City-owned property located at 7101 Lincoln Avenue, Buena Park, CA.

| Meeting | Agenda Group |
|---|---|
| Tuesday, October 22, 2024, 5:00 PM | NEW BUSINESS Item: 5D. |
| Presented By | Prepared By |
| Christopher G. Cardinale, City Attorney | Christopher G. Cardinale, City Attorney |
| Approved By | |
| Aaron France, City Manager | |

RECOMMENDED ACTION

- 1) Approve a Second Amendment to the Affordable Housing Disposition and Development Agreement with C&C Development to subordinate the City's security interest in the property to project loans issued by the County of Orange, extend the construction schedule, modify the unit-mix, and make other clerical or conforming changes; and
- 2) Authorize the City Manager, City Attorney and City Clerk to finalize and execute the Second Amendment and take such additional actions as are reasonably necessary to complete the transaction.

PREVIOUS CITY COUNCIL ACTION

On March 10, 2020, the City Council directed staff to negotiate an Affordable Housing Disposition and Development Agreement ("AHDDA") with C&C Development ("C&C") for the property located at 7101 Lincoln Avenue, Buena Park, CA (the "Property").

The parties completed negotiations and, on August 24, 2021, the City Council approved a AHDDA with Developer that provided for the City's sale of the property to Developer, as well as financial assistance from the City to develop a proposed 55-unit affordable housing project (the "Project"). The parties subsequently opened escrow on the transaction with conditions precedent to the closing of escrow including: C&C obtaining all land use entitlements needed to develop the project and C&C obtaining the remaining financing needed to develop the Project.

On September 13, 2023, the Planning Commission held a public hearing and recommended the City Council approve the following entitlements for the Project: General Plan Amendment to change the Property's land use designation from "Commercial" to "General Mixed-Use"; a Zone Change to modify the zoning designation of the Property from "Commercial Shopping" to "General Mixed-Use"; a statutory development agreement under Government Code section 65864 *et seq.*; and a Mitigated Negative Declaration under the California Environmental Quality Act (the "Land Use Entitlements").

On October 10, 2023, the City Council held a public hearing and approved the Land Use Entitlements for the Project. At that same meeting, the City Council also approved a First Amendment to the AHDDA ("First Amendment") to extend the deadline to close escrow from December 31, 2023, to December 31, 2024. The extension was necessary to afford C&C adequate time to apply tax exempt bonds and tax credits that are necessary to fund the Project.

DISCUSSION

The development project transaction has continued to progress and the parties are preparing to complete the final conditions precedent to the closing, with escrow anticipated to close before the end of this calendar year. In addition to finalizing the Land Use Entitlements with the City, C&C Development has also finalized and obtained the financing needed to develop the Project.

As is common with affordable housing projects, the Project's construction and permanent financing is comprised of a mix of institutional and governmental lenders. These lenders have a variety of underwriting and regulatory requirements that have triggered the need to consider a Second Amendment to the AHDDA ("Second Amendment") to modify terms in several areas discussed below:

Lien Priority: The City of Buena Park is providing a total of \$4,850,000 in funding comprised of a loan for the purchase price of the Property in the amount of \$3,850,000, and a development loan in the amount of \$1,000,000 (the "City Loans"). The terms and conditions of the City Loans are documented in the AHDDA: both will have a term of 55-years, require Project units to be restricted to households earning between 30% and 70% of AMI for 55-years, and will be secured by a deed of trust that will be recorded on the Property at the closing.

The complete list of permanent loans for the Project obtained by C&C, and planned to be secured by the Property, are as follows:

| <u>Permanent Financing Source</u> | <u>Amount</u> |
|---------------------------------------|---------------|
| Citi Bank Tax Exempt Loan | \$9,683,160 |
| Orange County HCD - SNHP / MHSA | \$1,759,040 |
| Orange County HCD - PSH Loan | \$1,200,000 |
| City of Buena Park - Land Value Loan | \$3,850,000 |
| City of Buena Park - Development Loan | \$1,000,000 |
| County Housing Financing Trust | \$1,154,290 |
| CalOptima Grant / MGP Loan | \$8,000,000 |

Because the City owns the subject Property and it committed funds to the Project early in the planning process, the original AHDDA states that the City's Loans are to be secured in a second lien priority behind only construction funding that is provided by an institutional lender, in this case Citi Bank, and senior to any funding provided by the County.

However, the terms and conditions of the funding obtained by C&C Development from the County instead require the County's loans be recorded senior to the City Loans. Specifically, the County's guidelines for affordable housing funds specify that liens securing loans from cities must be subordinated to the County's liens except when the amount of a city's contribution exceeds the financial assistance being provided by the County. The guidelines also advise that any long-term rental subsidies provided by the County must be included in calculating its total contribution to a project.

As applied to this Project, the County is providing \$4,761,120 in rental vouchers to the Project, in addition to the \$2,959,040 in direct construction funding outlined above, meaning the County's total financial assistance to the Project is \$7,720,160. Because this exceeds the \$4,850,000 in loans being provided by the City, the County is requiring, and C&C Development has requested, that the City approve the subordination of the City Loans to allow the parties to proceed with finalizing and closing the transaction.

Housing Unit Mix: The tax credit financing and other funding sources obtained by C&C Development for the project also requires small adjustments to the unit mix and affordability levels for the units, but there is no change in the total number of units (55) nor the level or number of affordable units that are restricted by the City:

- Bedroom Mix: The AHDDA calls for 15 one-bedroom units, 23 two-bedroom units, and 17 three-bedroom units. This mix has been revised slightly to replace a one-bedroom unit with a three-bedroom unit creating the following new mix: 14 one-bedroom units, 23 two-bedroom units, and 18 three-bedroom units.
- Tax Credit Affordability Levels: The AHDDA contemplated the following affordability unit mix: 14 units at 30% AMI; 11 units at 40% AMI; 4 units at 50% AMI; 18 units at 60% AMI; and 7 units at 70% AMI; with one manager's unit. The tax credits awarded to the project require this mix to be adjusted as follows: 17 units at 30% AMI; 9 units at 40% AMI; 13 units at 60% AMI; and 15 units at 70% AMI; with one manager's unit.

Development Schedule: The AHDDA currently requires construction of the project to be completed within 20 months of when construction begins, and while C&C Development intends to proceed with construction as expeditiously as possible, lenders for the project have requested this term be extended to 36-months to account for unforeseen delays or circumstances.

CEQA: A Mitigated Negative Declaration was previously prepared and certified that evaluated the potential environmental impacts of the Project and concluded that the project would not result in any significant and unmitigated impacts to the environment. The Second Amendment does not make any changes or revisions to the project that create the potential to cause any new, additional or increase the severity of impacts to the environment and therefor is exempt from further study pursuant to the common sense exemption. With the City Council's approval of the Second Amendment staff will proceed with the filing of any notices of determination that may be required.

Staff has reviewed and recommends the City Council approve the each of these requested changes, and authorize the City Manager and City Attorney to finalize and execute a Second Amendment to the AHDDA that includes these and other confirming or clerical changes needed to finalize the transaction and allow C&C Development to proceed with closing and development.

BUDGET IMPACT

There is no direct budget impact associated with this item.

Attachments

[Agenda Draft - Assignment and Assumption of and Second Amendment to Affordable Housing Disposition and Development Agreement - Buena Park \(3822953.4.pdf](#)

[Original DDA - CC Development.pdf](#)

[First Amendment to DDA.pdf](#)

**ASSIGNMENT AND ASSUMPTION OF AND SECOND AMENDMENT TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT**
(Lincoln Avenue Apartments)

THIS ASSIGNMENT AND ASSUMPTION OF AND SECOND AMENDMENT TO AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT (the "**Second Amendment**") is entered into as of October 22, 2024 (the "**Effective Date**"), by and among the City of Buena Park, a California municipal corporation and charter city (the "**City**"), C & C Development Co., LLC, a California limited liability company ("**C&C**") and Lincoln Buena Park LP, a California limited partnership (the "**Partnership**"). The City, C&C and the Partnership are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City and C&C entered into that certain Affordable Housing Disposition and Development Agreement dated as of August 24, 2021 (the "**Original Agreement**"), and that certain First Amendment to Affordable Housing Disposition and Development Agreement dated as of October 10, 2023 (the "**First Amendment**", and together with the Original Agreement, the "**Agreement**").

B. These recitals and this Second Amendment refer to and utilize certain capitalized terms which are defined in the recitals or Article I of the Agreement. Capitalized terms used in this Second Amendment, but not defined herein, shall have the meanings set forth in the Agreement.

C. C&C desires to assign to Partnership all of C&C's rights, duties, and obligations under the Agreement, and the Partnership wishes to assume such rights, interest, and obligations (as further defined in Section 2 herein, the "**Assignment**").

D. The Partnership is a limited partnership in which the developer general partner is an Affiliate of C&C and the managing general partner is a 501(c)(3) tax exempt nonprofit corporation or its Affiliate, and accordingly under Section 1.1.55.7 of the Original Agreement, the Assignment is a Permitted Transfer under the Agreement.

E. The Parties also desire to make certain amendments to the Agreement to address lender and investor concerns as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

2. Assignment and Assumption. C&C hereby assigns to the Partnership, and Partnership hereby accepts and assumes from C&C, all of C&C's rights, interest and obligations under the Agreement (the "**Assignment**"). All references in the Agreement to "Developer" shall be deemed to be references to the Partnership.

3. City Consent to Assignment. The City hereby consents to the Assignment.

4. Amendment of Agreement. The Partnership and the City hereby agree to the following amendments of the Agreement:

a. Section 1.1.20. Section 1.1.20 is replaced in its entirety as follows:

"**Section 1.1.20 'County Loan'** means any loan(s) that Developer may obtain from the County for financing of the Project, with terms requiring any interest and principal due annually from residual receipts and all principal and accrued interest to be due and payable due fifty-five (55) years after the date of the recordation of the Certificate of Completion, and which may be secured by a Permitted Security Instrument that is Senior in lien priority to the Deed of Trust."

b. Section 1.1.34. Section 1.1.34 is replaced in its entirety as follows:

"**Section 1.1.34 'Escrow Holder'** means Commonwealth Land Title Company, through its office located at 4400 MacArthur Blvd, Suite 800, Newport Beach, CA 92660, or such other escrow holder mutually agreed upon in writing by both City and Developer."

c. Section 1.1.48. Section 1.1.48 is replaced in its entirety as follows:

"**Section 1.1.48** [Reserved]."

d. Section 1.1.54. Section 1.1.54 is replaced in its entirety as follows:

"**Section 1.1.54 'Permitted Security Instrument'** means any Security Instrument: (a) that encumbers only the Property or any interest in the Property; (b) that is a requirement of the TEBs or held by a Lender that is an Institutional Lender, subject to the jurisdiction of the courts of the State, not immune from suit and cannot elect to be immune from suit; and (c) only secures: (i) the repayment of money used to pay or reimburse the Project Costs; (ii) a bona fide Permanent Loan; (iii) a delivery assurance fee regarding a Permanent Loan that is refundable to Developer at the close of the Permanent Loan; or (iv) any Refinancing. The deeds of trust securing the County Loan and Trust Loan are Permitted Security Instruments. Promptly after recordation, Developer shall promptly delivery a copy of any Security Instrument to the City, with the Lender's name and notice address."

e. Section 1.1.55.3. Section 1.1.55.3 is replaced in its entirety as follows:

"Section 1.1.55.3 Any Transfer directly resulting from the foreclosure or deed in lieu of foreclosure of a Permitted Security Instrument for a loan from an Institutional Lender to the Project or its successors, assigns or nominee (**"Foreclosure Action"**) and the first subsequent transfer by an Institutional Lender or its successors, assigns or nominee following a Foreclosure Action, or as otherwise permitted under Section 6.5.7."

- f. Section 1.1.59. Section 1.1.59 is replaced in its entirety as follows:

"Section 1.1.59 'Project Budget' means the Project Costs and anticipated sources of funds to pay the Project Costs as set forth in the Project pro forma set forth in Exhibit L, as may be modified from time to time pursuant to Section 6.2.

- g. Section 1.1.61. Section 1.1.61 is replaced in its entirety as follows:

"Section 1.1.61. 'Project Completion Date' means that date set forth therefor by which a Certificate of Completion shall be issued for the Project, as more particularly provided in the Schedule of Performance. The Project Completion Date shall be no later than the date which is thirty-six (36) months after the Close of Escrow, subject to Unavoidable Delay.

- h. Section 1.1.76. Section 1.1.76 is replaced in its entirety as follows:

"Section 1.1.76 'Trust Loan' means that certain loan from the Orange County Housing Finance Trust in the original principal amount of approximately \$1,154,290 for permanent financing of the Project, with any interest and principal due annually from residual receipts and all principal and accrued interest due fifty-five (55) years after the date of the recordation of the Certificate of Completion, and which is secured by a Permitted Security Instrument recorded at the Close of Escrow junior in lien priority to the Deed of Trust."

- i. Section 1.1.78. Section 1.1.78 is replaced in its entirety as follows:

"Section 1.1.78 'Subordinate Loan' means the Trust Loan, the loan to the Partnership from Riverside Charitable Corporation in the original principal amount of approximately \$8,000,000, and any loan approved through revisions to the Project Budget by the City Manager pursuant to Section 6.2, and which is secured by a Permitted Security Instrument junior in lien priority to the Deed of Trust."

- j. Section 1.1.83. Section 1.1.83 is replaced in its entirety as follows:

"Section 1.1.83 'TCAC Regulatory Agreement' means the regulatory agreement required to be recorded against the Property by

TCAC to obtain the Tax Credits, which the parties currently anticipate will restrict occupancy and rent of 17 of the residential units in the Project to 30% of AMI for the County, 9 of the residential units in the Project to 40% of AMI for the County, 13 of the residential units in the Project to 60% of AMI for the County, and 15 of the residential units in the Project to 70% of AMI for the County as defined by TCAC."

- k. Section 1.1.85. Section 1.1.85 is replaced in its entirety as follows:

"**Section 1.1.85 'Title Company'** means Commonwealth Land Title Company, through its office located at 4400 MacArthur Blvd, Suite 800, Newport Beach, CA 92660, or such other title company mutually agreed upon in writing by both City and Developer."

- l. Section 2.2.3. Section 2.2.3 is replaced in its entirety as follows:

"**Section 2.2.3 Subordination**. The Deed of Trust, but not the Regulatory Agreement, shall be subordinated only to the following, subject to the written approval of the City Manager which shall not be unreasonably withheld: Construction Financing and Permanent Loans from Institutional Lenders and the County (in each case, a "Senior Loan") if subordination is required by the lender as a condition of the Senior Loan, and all of the proceeds of the proposed Senior Loan, less any transaction costs, are restricted for the payment of Project Costs; provided that the City agrees that in the event of a Foreclosure Action, the restrictions under the Regulatory Agreement will be permitted to float up so that the restricted units are affordable to households earning less than 80% of AMI for the region but only so long as the City is given, pursuant to a written subordination agreement with the foreclosing Institutional Lender the right (but not the obligation) to cure the default under the Senior Loan and the right (but not the obligation) to buy the Senior Loan from the Institutional Lender at par in accordance with the terms and conditions set forth in said subordination agreement."

- m. Section 3.2.2.12. Section 3.2.2.12 is replaced in its entirety as follows:

"**3.2.2.12** The Developer submits to the City a document evidencing a commitment from the Tax Credit Investor to Developer to provide the Tax Credit Equity."

- n. Section 3.2.2.13. Section 3.2.2.13 is replaced in its entirety as follows:

"**3.2.2.13** The Developer submits to the City the documents evidencing the each of the Senior Loans."

- o. Section 3.3.12. Section 3.3.12 is replaced in its entirety as follows:

"Section 3.3.12 Subordination Agreements. Subordination agreement(s) subordinating the Deed of Trust to the Construction Financing, Permanent Loan and County Loan Security Instruments, in the forms provided by Institutional Lenders and the County, respectively, reasonably approved by the City Manager, and executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow, or as to the Permanent Loan, at the closing of such Permanent Loan."

- p. Section 3.4.5. Section 3.4.5 is replaced in its entirety as follows:

"Section 3.4.5 Subordination Agreements. Subordination agreement(s) subordinating the Deed of Trust to the Construction Financing, Permanent Loan and County Loan Security Instruments, in the forms provided by Institutional Lenders and the County, respectively, reasonably approved by the City Manager, and executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow, or as to the Permanent Loan, at the closing of such Permanent Loan."

- q. Section 3.7. Section 3.7 is replaced in its entirety as follows:

"Section 3.7 Recordation and Distribution of Documents. As applicable, Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County in the following order of priority at the Close of Escrow: (a) the Grant Deed; (b) the regulatory agreement required by the issuer of TEBs for the Project; (c) the Regulatory Agreement; (d) the land use restriction agreements required by the County under the County Loan; (e) the Notice of Agreement; (f) Permitted Security Instrument(s) securing the Construction Financing, Permanent Loan and County Loan; (g) the Deed of Trust; (h) the land use restriction agreement required by the Lender(s) of the Subordinate Loan(s); (i) the deed(s) of trust securing the Subordinate Loan(s); (j) the Subordination Agreements described in Sections 3.3.12 and 3.4.5; and (k) any other documents to be recorded through the Escrow upon the joint instructions of the City and the Developer. The Escrow Holder shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to the City, the Developer and any other entity or person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.7 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of Senior interests prior in time to junior interests, as provided in this Section 3.7."

- r. Section 8.3.2. The address for the Developer in Section 8.3.2 shall be replaced as follows:

"To Developer: Lincoln Buena Park LP
c/o C&C Lincoln Buena Park LLC
14211 Yorba Street, Suite 200
Tustin, California 92780
Attn: Todd R. Cottle
(T) (714) 288-7600
(F) (866) 570-0728

- s. Exhibit B. Exhibit B (Scope of Development) to the Agreement is replaced in its entirety with the replacement Exhibit B to attached to this Second Amendment.
- t. Exhibit C. Exhibit C (Schedule of Performance) to the Agreement is replaced in its entirety with the replacement Exhibit C attached to this Second Amendment.
- u. Exhibit H. Exhibit H (Form of Regulatory Agreement) to the Agreement is replaced in its entirety with the replacement Exhibit H attached to this Second Amendment.
- v. Exhibit I. Exhibit I (Form of Deed of Trust) to the Agreement is replaced in its entirety with the replacement Exhibit I attached to this Second Amendment.
- w. Exhibit J. Exhibit J (Form of Land Note) to the Agreement is replaced in its entirety with the replacement Exhibit J attached to this Second Amendment.
- x. Exhibit L. Exhibit L (Project Budget) to the Agreement is replaced in its entirety with the replacement Exhibit L attached to this Second Amendment.

5. No Other Changes to the Agreement; Incorporation. Except as expressly modified by this Second Amendment, all other provisions of the Agreement remain unmodified and continue in full force and effect being incorporated fully herein by this reference.

6. Conflicts with the Agreement. In the event of any conflict between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

7. Effective Date. This Second Amendment shall be effective on the date first set forth above.

8. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and

the same instrument. The signature of a party to any counterpart shall be sufficient to legally bind such party. Delivery of an executed counterpart of a signature page to this Second Amendment by telecopy, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Second Amendment. Any party sending an executed counterpart of a signature page to this Second Amendment by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Second Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

CITY:

THE CITY OF BUENA PARK
a California municipal corporation

Dated: _____, 2024

By: _____
Aaron France,
City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:
ALVAREZ-GLASMAN & COLVIN

By: _____
City Attorney

[Signatures continued on following page]

C&C:

C & C DEVELOPMENT CO., LLC, a
California limited liability company

Dated: _____, 2024

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable
Trust, its member

By: _____
Barry A. Cottle, Trustee of
The Cottle Family Trust Dated 3/8/1987,
its member

Partnership:

Dated: _____, 2024

LINCOLN BUENA PARK LP,
a California limited partnership

By: C&C Lincoln Buena Park LLC,
a California limited liability company,
its Developer General Partner

By: C & C Development Co., LLC,
a California limited liability
company,
its Member and Manager

By: _____
Todd R. Cottle, Trustee of
the 2007 Todd R.
Cottle and Jennifer N. Cottle
Revocable Trust,
its Member

[CW: Shouldn't MGP also sign?]

REPLACEMENT EXHIBIT B
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Scope of Development

Except as otherwise approved in the Entitlements, the Project is generally described as follows:

- The Property is a rectangular shape and comprised of 58,599 square feet of land area. Phase I, Lead Based Paint, and Asbestos analyses have been completed for the Site and the existing vacant commercial building. The only findings were minor remediation is needed for lead based paint and asbestos in the flooring mastic, which is included in the scope.
- The Project will include 55 housing units in four (4) three-story buildings with the following unit mix:

| Bedrooms/Units | Number of Units | Unit Sizes (Sf) |
|------------------------|------------------------|------------------------|
| 1-Bedroom Units | 14 | 600 |
| 2-Bedroom Units | 23 | 725 |
| 3-Bedroom Units | 18 | 850 |
| Total / Average | 55 | 730 |

- The gross building area (GBA) for the Type V building with tuck-under parking is 49,914 square feet, which equates to a FAR of 0.86, and includes the following:

| Gross Building Area (Sf) | |
|---|---------------|
| Residential Living Area | 40,125 |
| Community Room / Leasing & Service Office | 2,203 |
| Common Area / Circulation | 7,586 |
| Total | 49,914 |

- Eighty-nine (89) parking spaces will be provided in tuck-under parking garages (36 spaces) and a surface parking lot (53 spaces), which equates to 1.62 spaces per unit.
- The Project will include the following amenities: community room, leasing and services offices; exercise facility; computer room; laundry room; BBQ pavilion and outdoor seating.
- The targeted population will be extremely-low, very-low and low income families. Ten (10) units will be targeted to homeless families as permanent supportive housing units (PSH). Preference will be given to student families for five (5) of the units and

REPLACEMENT EXHIBIT B

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preference will be given to veteran families for eleven (11) of the units. One unit will be set-aside for an onsite manager. The proposed TCAC affordability levels are as follows:

| Income Level | Number of Units |
|---------------------|------------------------|
| 30% of AMI | 17 |
| 40% of AMI | 9 |
| 60% of AMI | 13 |
| 70% of AMI | 15 |
| Manager's Unit | 1 |
| Total | 55 |

The proposed City affordability levels are as follows:

| Income Level | Number of Units |
|---|------------------------|
| Extremely-Low Income per Section 50106 and 50053 of the California Health and Safety Code | 14 |
| 59.5% of AMI per Section 50079.5 and 50053 of the California Health and Safety Code | 11 |
| Total | 25 |

- Onsite services will be provided by the Developer, with the County providing wraparound services to the ten (10) permanent supportive housing units.

REPLACEMENT EXHIBIT C
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Schedule of Performance

| ACTION | DATE |
|---|--|
| 1. <u>Developer Inspections; Condition of the Site.</u> The Developer shall complete its investigation of the Site (including obtaining a survey), its physical condition, the soils and toxic conditions of the Site and all other matters that may affect the Developer's ability to develop the Site pursuant to this Agreement. | Completed. |
| 2. <u>Submission – Updated Project Budget and Updated Project Financing.</u> The Developer shall submit to the City for review and approval a revised Project Budget and the proposed Project Financing. | As a condition to the execution of this Agreement by the City, and within 20 days after written request by the City staff from time to time. |
| 3. <u>Project Based Vouchers and County Loan Application Submittal.</u> | Completed. |
| 4. <u>Entitlement Approval.</u> | Completed. |
| 5. <u>Applications and Awards for TEBs and Tax Credits.</u> The Developer shall make application to the CDLAC for TEBs and TCAC for Tax Credits. | Completed. |
| 6. <u>Opening of Escrow.</u> The City and Developer shall open an escrow for conveyance of the Site to the Developer | Within thirty (30) days after reservation of Tax Credits to Developer by TCAC. |
| 7. <u>Close of Escrow.</u> The Escrow Agent shall close the escrow and the City shall convey title to the Site to the Developer, and the Developer shall accept such conveyance. This is a deadline for completion of all conditions to closing. | Within 195 days after reservation of Tax Credits to Developer by TCAC. |

| ACTION | DATE |
|--|--|
| <p>8. <u>Submission – Certificates of Insurance.</u> The Developer shall furnish to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies.</p> | Prior to Close of Escrow. |
| <p>9. <u>Commencement of Construction of Developer’s Improvements.</u> The Developer shall commence construction of the improvements to be constructed on the Site.</p> | Within 30 days after the Close of Escrow. |
| <p>10. <u>Completion of Construction of Developer’s Improvements and Certificate of Occupancy Issued.</u> The Developer shall complete construction of the improvements to be constructed on the Site.</p> | As soon as reasonably possible, but in any event within 36 months after commencement thereof by the Developer. |

REPLACEMENT EXHIBIT H
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Regulatory Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

**REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

by and between

**THE CITY OF BUENA PARK,
a California charter city and municipal corporation,**

and

_____**LP,**
a California limited partnership

[Dated as of _____, 202_ for reference purposes only]

REPLACEMENT EXHIBIT H
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REGULATORY AGREEMENT (Lincoln Avenue Apartments)

This REGULATORY AGREEMENT (Lincoln Avenue Apartments) ("**Regulatory Agreement**") is made and entered into as of _____, 202_, by and between THE CITY OF BUENA PARK, a California charter city and municipal corporation ("**City**") and _____ LP, a California limited partnership ("**Owner**").

RECITALS

A. The City and the Owner's predecessor-in-interest entered into that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) dated as of _____, 2021 (as amended from time to time, the "**Affordable Housing Agreement**"), which provides that the City will convey to the Owner that certain property located at the 7101 Lincoln Avenue, Buena Park, California (APN 135-192-50), more specifically described in Attachment No. 1, incorporated herein by this reference (the "**Property**"), subject to the terms and conditions of the Affordable Housing Agreement. Under the Affordable Housing Agreement, the City has agreed to provide financial assistance to the Owner for acquisition of the Property and the construction thereon by the Owner of a fifty-five (55)-unit multifamily residential development for families (the "**Project**").

B. The City and the Owner desire that the Project be operated as a multifamily residential community on the Property with the residential units made available to Qualified Households at an Affordable Rent as more specifically defined herein. This Regulatory Agreement establishes terms and conditions which govern the operation of the Property.

C. The terms of the Affordable Housing Agreement require that certain covenants and affordability restrictions remain in full force and effect on the Project for a term commencing on the date of recordation of this Regulatory Agreement and continuing for fifty-five (55) years following the recordation of Certificate of Completion as defined herein.

Now, therefore, in consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City do hereby covenant and agree for themselves, their successors and assigns as follows:

1. Definitions of Certain Terms. As used in this Regulatory Agreement, the following words and terms shall have the meaning as provided in the recitals or in this Section 1, unless the specific context of usage of a particular word or term may otherwise require. All initially capitalized terms used and not otherwise defined in the recitals or in this section shall have the meaning ascribed to such term by the Affordable Housing Agreement.

1.1. 30% Household. An individual or household that has a household income not greater than thirty percent (30%) of then current AMI adjusted for household size.

1.2. 59.5% Household. An individual or household that has a household income not greater than fifty-nine and one-half percent (59.5%) of current AMI adjusted for household size.

1.3. Affordable Rent. In reference to each Qualifying Unit, the maximum rent, with allowance for utilities, for the applicable household income not to exceed for Extremely Low Income Households the amount set forth in California Health & Safety Code Section 50053(b)(1) adjusted for family size appropriate for the unit, and not to exceed for 59.5% Households the product of 30 percent times 59.5 percent of the AMI adjusted for family size appropriate for the unit. For purposes of this Section, “adjusted for family size appropriate for the unit” shall have the meaning required in connection with federal low income housing tax credits as permitted under California Health and Safety Code Sections 50052.5(h) and 50053(c).

1.4. AMI. The median gross yearly income in the County of Orange, California, as published from time to time by HCD using the standards set forth in the California Health & Safety Code. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

1.5. Annual Report. The Certification of Continuing Program Compliance attached to this Regulatory Agreement as Attachment No. 3 and incorporated by this reference or comparable report filed annually by the Owner with TCAC or other governmental agencies, with any additional information that the City may need to report annual under California Health & Safety Code Section 34176.1.

1.6. Automobile Liability Insurance. Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all the Owner owned, leased, hired and non-owned vehicles, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by the City, which approval shall not be unreasonably withheld, delayed or conditioned.

1.7. Certificate of Completion. The written certification of the City, in substantially the form of Exhibit G attached to the Affordable Housing Agreement, certifying that the construction of the Project has been completed in compliance with the terms and conditions of this Regulatory Agreement.

1.8. City Parties. Collectively, the City and its commissions, agents, attorneys, officers, employees, and authorized representatives.

1.9. HCD. The California Department of Housing and Community Development.

1.10. Income Certification Form. The Certification of Tenant Eligibility attached to this Regulatory Agreement as Attachment No. 2 and incorporated by this reference, or comparable income certification form required by TCAC or other governmental agencies.

REPLACEMENT EXHIBIT H

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1.11. Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.12. Management Agent. A person with significant experience in management of affordable rental housing projects substantially similar to the Project and that is, at the time, managing other financially self-supporting, successful affordable rental housing projects substantially similar to the Project.

1.13. Manager Unit. The one (1) Three Bedroom Unit within the Project reserved exclusively for use by the on-site manager employed by the Owner or the Management Agent, as applicable.

1.14. One Bedroom Unit. Any one of the one bedroom residential accommodations within the Project.

1.15. Project. The operation of a multi-family rental housing project which shall include not less than fifty-five (55) units, twenty-five (25) of which shall be rented to Qualified Households at Affordable Rents, and all related on- and off-site improvements, as more particularly described in the Affordable Housing Agreement.

1.16. Property Insurance. Insurance providing coverage for the Property and all improvements on or to the Property against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in the County of Orange, excluding earthquake coverage, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements comprising the Project (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in the County of Orange at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located on the Property; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal, all subject to policy sublimits. Property Insurance shall also include rental or business interruption insurance in an amount, at least, equal to the average annual gross income from the Project for the preceding three (3) calendar years and providing for a 12-month extended period of indemnity.

1.17. Qualified Households. A household that (1) intends to reside in the Qualifying Unit; and (2) whose income does not exceed the maximum income allowable for the subject Qualifying Unit.

REPLACEMENT EXHIBIT H

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1.18. Qualifying Units. The twenty-five (25) One Bedroom Units, Two Bedroom Units and Three Bedroom Units within the Project restricted to occupancy by Qualified Households as set forth in Section 6 (exclusive of the Manager Unit).

1.19. Tax Credits. An allocation from TCAC of four percent (4%) federal low income housing tax credits to finance a portion of the costs of the Project, in accordance with Section 42 of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations.

1.20. TCAC. The California Tax Credit Allocation Committee or its successor in function.

1.21. Term. The period of time following the date of recordation of this Regulatory Agreement, and ending on the fifty-fifth (55th) anniversary of recordation of the Certificate of Completion.

1.22. Three Bedroom Unit. Any one of the three bedroom residential accommodations within the Project.

1.23. Two Bedroom Unit. Any one of the two bedroom residential accommodations within the Project.

1.24. Workers Compensation Insurance. Workers compensation insurance complying with the provisions of California law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of the Owner.

2. Reservation of Property for Affordable Housing. The Owner covenants and agrees to reserve and restrict the Property for construction of the Project and, thereafter, reserve and restrict use and residential occupancy of the Qualifying Units by households who, at the time of initial occupancy of a Qualifying Unit and continuously thereafter (subject to the other provisions of this Regulatory Agreement), until the end of the Term, are members of a Qualifying Household. One (1) Three Bedroom Unit within the Project may be used as a Manager Unit at any given time provided that no Qualifying Unit shall be used as a Manager Unit.

3. Affordable Multi-Family Residential Rental Property Restrictive Covenant. The Owner covenants to and for the benefit of the City that the Owner shall develop, own, manage and operate, or cause the management and operation of, the Project to provide multi-family residential rental housing in the Qualifying Units only to Qualifying Households at an Affordable Rent. The Owner hereby confirms and remakes its covenant set forth in Section 4.1 of the Affordable Housing Agreement to develop the Property with the Project and such covenant is incorporated into this Regulatory Agreement in its entirety by this reference. The Owner will not knowingly permit any Qualifying Unit to be used on a transient basis and will not lease or rent any Qualifying Unit for an initial period of less than twelve (12) months. No Qualifying Unit will, at any time, be leased or rented for use as a hotel, motel, time share, short

REPLACEMENT EXHIBIT H

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term rental unit, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitary or rest home.

4. Continuous Operation Covenant. The Owner covenants to and for the benefit of the City to cause the Project to be continuously operated, in accordance with the other provisions of this Regulatory Agreement, throughout the Term.

5. Abandonment. The Owner shall not abandon or surrender the operation of all or any part of the Project during the Term, except due to material casualty or condemnation.

6. Rental of Qualifying Units. The Owner covenants that each Qualifying Unit shall be occupied or available for occupancy by a Qualifying Household at an Affordable Rent on a continuous basis throughout the Term, in accordance with the following tenant income level mix:

6.1. Not less than ten (10) of the One Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.2. Not less than two (2) of the Two Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.3. Not less than two (2) of the Three Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.4. Not less than two (2) of the One Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households; and

6.5. Not less than seven (7) of the Two Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households; and

6.6. Not less than two (2) of the Three Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households.

The City agrees that in the event of a foreclosure by the Institutional Lender, the restrictions under the Regulatory Agreement will be permitted to float up so that the restricted units are affordable to households earning less than 80% of AMI for the region but only so long as the City is given, pursuant to a written subordination agreement with the foreclosing Institutional Lender the right (but not the obligation) to cure the default under the Senior Loan and the right (but not the obligation) to buy the Senior Loan from the Institutional Lender at par in accordance with the terms and conditions set forth in said subordination agreement.

If any project- or tenant-based subsidy for the Project is terminated prior to expiration due to no fault of the Owner, is terminated or reduced due to a change in law or lack of availability of funding, is exhausted, or is not renewed, the required levels of affordability and Affordable Rent may be increased as reasonably agreed to in writing by the City through an amendment to this Regulatory Agreement if Owner will be otherwise unable to maintain the fiscal integrity of the Project.

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7. Affordable Rent. The monthly rent charged to a Qualifying Household for the occupancy of a Qualifying Unit shall never exceed an Affordable Rent for such Qualifying Unit set forth in Section 1.3.

7.1. Rent for Qualifying Units may be increased only once per calendar year, based on changes in Area Median Income; provided that the rent for each Qualifying Unit must never exceed an Affordable Rent for the Qualifying Unit as necessary to maintain the tenant income mix specified in Section 6.

7.2. Determination of Qualifying Household income shall be made by the Owner at the time of initial application by an individual or family for occupancy of a Qualifying Unit. At the time of initial application, the Owner shall require an applicant to complete the Income Certification Form and certify the accuracy of the information provided on such form. On or before April 1 of each calendar year during the Term, the Owner shall require each Qualifying Household occupying a Qualifying Unit to recertify the Qualifying Household's income on the Income Certification Form. The Owner shall make a good faith effort to verify the accuracy of income information provided in any Income Certification Form by an applicant for occupancy of a Qualifying Unit or by a Qualifying Household occupying a Qualifying Unit, by taking one or more of the following steps, as reasonably required or indicated: (1) obtain an income tax return and copy of each W2 Wage and Earnings Statement for the most recently concluded income tax year; (2) conduct a credit reporting agency or similar search; (3) obtain an income verification form from the applicant's or the Qualifying Household's current employer(s); (4) obtain an income verification form from the United States Social Security Administration and/or the California Department of Social Services, if the applicant or the Qualifying Household receives assistance from either of such agencies; or (5) if the applicant or an adult member of a Qualifying Household is unemployed and has no such income tax return, obtain another form of independent verification. All such verification information shall only be obtained by the Owner after obtaining the applicant's or the Qualifying Household's written consent for the release of such information to the Owner. Failure to consent in writing to the release of such income verification information to the Owner may disqualify an applicant for occupancy of a Qualifying Unit or be grounds for termination of Qualifying Household's occupancy of a Qualifying Unit.

7.3. The Qualifying Units are not specifically assigned to any qualifying income category (i.e., 30% Household or 59.5% Household). The restricted income level of each Qualifying Unit may change as Qualifying Units become vacant, a Qualifying Household tenant's income changes or other Qualifying Units are occupied by Qualifying Households. In all circumstances, though, the rent for each Qualifying Unit shall be an Affordable Rent for the Qualifying Unit as necessary to maintain the restricted income tenant mix required under Section 6. If the income category of a Qualifying Household upon recertification is different from the previous income of the Qualifying Household (i.e. a 30% Household becomes a 59.9% Household or a 59.9% Household's income exceeds the qualifying income limit for a 59.9% Household), the Owner or Management Agent shall rent the next available Unit to a Qualifying Household with an income level that will maintain the tenant income level mix set forth in Section 6. To the extent the federal low-income housing tax credit requirements conflict with the requirements in this Section 7.3 relative to the continued occupancy by households that do not

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qualify as Qualifying Households, the federal low-income housing tax credit requirements shall apply in place of the provisions in this Section 7.3.

7.4. The Owner shall maintain on file all Income Certification Forms completed by applicants for occupancy of Qualifying Units and by Qualifying Households that occupied or are occupying Qualifying Units in accordance with Section 6 and shall provide copies of the rent roll and Income Certification Forms to the City for its review and approval within fifteen (15) days following Notice to the Owner.

7.5. The Owner and each Qualifying Household occupying a Qualifying Unit shall permit the City to conduct inspections of the Property, the Project and each Qualifying Unit, from time-to-time, for purposes of verifying compliance with this Regulatory Agreement, upon fifteen (15) days prior written notice to the Owner.

7.6. The Owner shall submit its first Annual Report to the City on the April 30th immediately following the issuance of the final Certificate of Occupancy for the Project by the City. Thereafter, on each April 30 during the Term, the Owner shall submit an Annual Report to the City. The City shall maintain the confidentiality of the information contained in any Annual Report specifically relating to any particular Qualifying Household occupying a Qualifying Unit, to the extent reasonably allowed by Law, as determined by the City's general or special counsel.

8. The Owner Covenant Regarding Lease of Qualifying Units. The Owner, for itself, its successors and assigns, covenants and agrees that, if any Qualifying Unit is rented or leased during the Term, the rental or lease of the Qualifying Unit shall be accomplished through a written lease agreement and all of the following restrictions shall apply:

8.1. A Qualifying Household shall be the record tenant and only occupant of the Qualifying Unit.

8.2. The lease for each Qualifying Unit shall be for an initial term of not less than twelve (12) months.

8.3. Each lease for a Qualifying Unit shall contain all of the following provisions:

8.3.1. An agreement authorizing the Owner to immediately terminate the tenancy of a Qualifying Household occupying a Qualifying Unit, where one or more members of that Qualifying Household misrepresented any fact material to the qualification of such household as a Qualifying Household;

8.3.2. An agreement providing that each Qualifying Household occupying a Qualifying Unit shall be subject to annual certification or recertification of income as a condition to continued occupancy of the Qualifying Unit;

8.3.3. An agreement providing that each Qualifying Household occupying a Qualifying Unit may be subject to rental increases in accordance with this Regulatory Agreement; and

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8.3.4. An agreement providing that the Owner will not discriminate on the basis of race, color, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, genetic information or receipt of public assistance or housing assistance in connection with rental of a Qualifying Unit, or in connection with the employment or application for employment of persons for operation and management of the Project, and all contracts, applications and leases entered into for such purposes shall contain similar non-discrimination clauses to such effect.

8.4. The Owner shall not terminate the tenancy or refuse to renew the lease or rental agreement of a Qualifying Household except for: (i) serious or repeated violations of the terms and conditions of the lease; (ii) because the previously Qualifying Household is no longer a Qualifying Household; (iii) for violation of applicable Federal, State, or local law; or (iv) for other good cause. The Owner shall follow all applicable laws in connection with termination of the tenancy of a Qualifying Household or a refusal to renew the lease or rental agreement of a Qualifying Household.

8.5. Tenant Selection Policies and Criteria. The Owner shall adopt written tenant selection policies and criteria that:

8.5.1. are consistent with the purpose of providing affordable rental housing for Qualifying Households at an Affordable Rent;

8.5.2. are reasonably related to tenant eligibility and ability to perform the obligations of the lease for a Qualifying Unit;

8.5.3. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include one or more students so long as the unit is not occupied exclusively by students unless otherwise permitted under Section 42 of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations;

8.5.4. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, with respect to 11 of the Units in the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include one or more veterans of the United States military;

8.5.5. subject to applicable fair housing laws, provided that the applicant meets standard applicant screening standards for the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include a household member with serious mental illness and which household is homeless or at risk of homelessness;

8.5.6. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, give reasonable preference and consideration to the housing needs of households residing in, employed in, or offered employment in the City of Buena Park;

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8.5.7. provide for the selection of tenants from a written waiting list in the chronological order of their application subject to Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6, insofar as is practicable;

8.5.8. give prompt written notice to any rejected applicant of the grounds for rejection;

8.5.9. provide for all of the Qualifying Units to be available for occupancy on a continuous basis to Qualifying Households at an Affordable Rent; and

8.5.10. do not give preference to any particular class or group of persons in leasing or renting the Qualifying Units, except as provided in Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6 and to the extent that a tenant must be a Qualifying Household.

To the extent the preferences set forth in this Section 8.5 conflict with the requirements of applicable federal and state fair housing laws or Section 42 of the Internal Revenue Code and implementing guidelines, the requirements of the applicable federal and state fair housing laws and Section 42 will supersede.

9. Non-Discrimination. All units in the Project shall be available at an Affordable Rent for occupancy on a continuous basis to Qualified Households. Except as provided in Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6, the Owner shall not give preference to any particular class or group of persons in renting the units in the Project. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit. Neither the Owner nor any person claiming under or through the Owner, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of any Unit, the Project or the Property. All deeds, leases or contracts made or entered into by the Owner as to the units, the Project or the Property or any portion thereof, shall contain covenants prohibiting discrimination, as prescribed by this Regulatory Agreement. The Owner shall include a statement in all advertisements, notices and signs for the availability of units in the Project for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

10. Equal Housing Notice. Provide for a statement in all advertisements, notices and signs for the availability of Qualifying Units for lease or rent to the effect that the Owner is an equal housing opportunity provider, and include an equal housing opportunity logotype in all notices, signs and advertisements in print media for the Qualifying Units.

11. Development and Management of the Project.

11.1. Management of Project. The Owner shall be responsible for management of the

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Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income, gender and the age of the head of household and relation of head of household to the household, of all Qualified Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall bear no responsibility for the management or operation of the Project or the Property. The Project shall at all times be managed by a Management Agent reasonably acceptable to the City, with demonstrated ability to operate residential rental facilities similar to the Project in a manner that will provide decent, safe, and sanitary housing. For the purposes hereof, if the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner, such Management Agent shall be deemed approved by the City. If the Management Agent is an entity or person other than the Owner, its employees, a partner in the Owner or an entity owned or controlled by the Owner or which owns and/or controls the Owner, the Owner shall submit for the City's approval the identity of any proposed Management Agent, together with additional information relevant to the background, experience and financial condition of any proposed Management Agent, as reasonably requested by the City. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Owner in writing within thirty (30) days following the Owner's written request for such approval. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. The City hereby approves Advanced Property Management Services, Inc., as the initial Management Agent.

(i) If the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner and the City determines the Owner has not met its management responsibilities, the City shall have the right to enter the Project, to review relevant documentation to determine if the Owner is acting in a reasonable manner and to require the Owner to hire a third party management company acceptable to the City.

11.2. Insurance.

11.2.1. Required Insurance. Subject to the rights of a Lender of any Senior Loan, the Owner shall maintain, to protect the City Parties against all insurable claims resulting from the actions of the Owner in connection with this Regulatory Agreement, the Property and the Project, at the sole cost and expense of the Owner during the Term hereof the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance to the extent required by this Regulatory Agreement; (c) Property Insurance; and (d) Workers Compensation Insurance. The Owner shall require all subcontractors to maintain the same insurance required of the Owner set forth in this Section 11.2 prior to performing any work on the Property or the Project.

11.2.2. Policy Requirements and Endorsements. All insurance policies required by this Regulatory Agreement shall contain (by endorsement or otherwise) the following

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provisions:

Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall name the City Parties as "additional insured." The Owner's Property Insurance policy shall name the City as a "loss payee." The coverage afforded to the City Parties shall be at least as broad as that afforded to the Owner regarding the Property and the Project and may not contain any terms, conditions, exclusions, or limitations applicable to the City Parties that do not apply to the Owner.

Primary Coverage. Any insurance or self-insurance maintained by the City Parties shall be in excess of all insurance required under this Regulatory Agreement and shall not contribute to any insurance required under this Regulatory Agreement.

Contractual Liability. The Owner's Liability Insurance policy shall contain contractual liability coverage for the Owner's indemnity obligations under this Regulatory Agreement. The Owner's obtaining or failure to obtain such contractual liability coverage shall not relieve the Owner from nor satisfy any indemnity obligation of the Owner under this Regulatory Agreement.

Deliveries to the City. The Owner shall deliver to the City evidence of all insurance policies required by this Regulatory Agreement. No later than three (3) days before any insurance required by this Regulatory Agreement expires, is cancelled or its liability limits are reduced or exhausted, the Owner shall deliver to the City evidence of the Owner's maintenance of all insurance this Regulatory Agreement requires. Each insurance policy required by this Regulatory Agreement shall be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) calendar days' advance written notice of such action has been given to the City by certified mail, return receipt requested; provided that if a thirty (30) days' notice of cancellation endorsement is not available the Owner shall notify the City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by the Owner; and further provided, however, that only ten (10) days' advance written notice shall be required for any such action arising from non-payment of the premium for the insurance. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included, to the extent commercially available, in the cancellation wording of any certificates or policies of insurance applicable to the City Parties pursuant to this Regulatory Agreement.

Waiver of Certain Claims. The Owner shall cause each insurance carrier providing insurance coverage under this Regulatory Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to the City Parties, if not already in the policy. To the extent that the Owner obtains insurance with a Waiver of Subrogation, the parties release each other, and their respective authorized representatives, from any claims for damage to any person or property to the extent such claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Regulatory Agreement.

No Claims Made Coverage. None of the insurance coverage required under this Regulatory Agreement may be written on a claims-made basis.

11.2.3. Fully Paid and Non-Assessable. All insurance obtained and maintained by the Owner pursuant to this Section 11.2 shall be fully paid for and non-assessable. However, such insurance policies may be subject to insurer audits.

11.2.4. City Option to Obtain Coverage. During the continuance of an Event of Default arising from the failure of the Owner to carry any insurance required by this Regulatory Agreement, the City may, at its option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Owner of any premiums and associated reasonable costs paid by the City for such insurance coverage. Any amount becoming due and payable to the City under this Section 11.2.4 that is not paid within fifteen (15) calendar days after written demand from the City for payment of such amount, within an explanation of the amounts demanded, will bear interest from the date of the demand at the rate of eight percent (8%) per annum or the maximum interest rate allowed by applicable law, whichever is less. Any election by the City to purchase or not to purchase insurance otherwise required by the terms of this Regulatory Agreement to be carried by the Owner shall not relieve the Owner of its obligation to obtain and maintain any insurance coverage required by this Regulatory Agreement.

11.2.5. Separation of Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall provide for separation of insured for the Owner and the City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Regulatory Agreement may provide a cross-suits exclusion for suits between named insureds, but shall not exclude suits between named insureds and additional insureds.

11.2.6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Regulatory Agreement shall be declared to and approved by the City. The Owner shall pay all such deductibles or self-insured retentions regarding the City Parties or, alternatively, the insurer under each insurance policy required by this Section 11.2 shall eliminate such deductibles or self-insured retentions with respect to the City Parties.

11.2.7. No Separate Insurance. The Owner shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Regulatory Agreement, unless the City is made an additional insured thereon, as required by this Regulatory Agreement.

11.2.8. Insurance Independent of Indemnification. The insurance requirements of this Regulatory Agreement are independent of the Owner indemnification and other obligations under this Regulatory Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify the Owner's indemnification or other obligations or to limit the Owner's liability under this Regulatory Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor

shall the provision of such insurance preclude the City from taking such other actions as are available to it under any other provision of this Regulatory Agreement or otherwise at law or in equity.

11.2.9. Nature of Insurance. The policies of insurance required by this Regulatory Agreement shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "XI" (exception may be made for the California Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in California. The Owner may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Regulatory Agreement; and (ii) such policy otherwise complies with this Regulatory Agreement.

12. Maintenance of the Project. The Owner, for itself, its successors and assigns, hereby covenants and agrees that the exterior areas of the Project which are subject to public view (e.g.: all improvements, paving, walkways, landscaping, and ornamentation) shall be maintained in good repair and in a neat, clean and orderly condition, ordinary wear and tear excepted. In the event that at any time during the Term, there is an occurrence of an adverse condition on any area of the Project which is subject to public view in contravention of the general maintenance standard described above ("**Maintenance Deficiency**"), then the City shall notify the Owner in writing of the Maintenance Deficiency and give the Owner thirty (30) calendar days from the date of such notice to cure the Maintenance Deficiency as identified in the notice. "Maintenance Deficiency" includes, without limitation, the following inadequate or non-conforming property maintenance conditions and/or breaches of residential property use restrictions: (i) failure to properly maintain the windows, structural elements, and painted exterior surface areas of the units in a clean and presentable manner; (ii) failure to keep the common areas of the Project free of accumulated debris, appliances, inoperable motor vehicles or motor vehicle parts, or free of storage of lumber, building materials or equipment not regularly in use on the Property; (iii) failure to regularly maintain, replace and renew the landscaping in a reasonable condition free of weed and debris; and (iv) the use of garage areas on the Project for purposes other than the parking of motor vehicles and the storage of personal possessions and mechanical equipment of persons residing in the Project.

12.1. In the event the Owner fails to cure or commence to cure the Maintenance Deficiency within the time allowed, the City may thereafter conduct a public hearing following transmittal of written notice thereof to the Owner ten (10) calendar days prior to the scheduled date of such public hearing in order to verify whether a Maintenance Deficiency exists and whether the Owner has failed to comply with the provision of this Section 12. If, upon the conclusion of a public hearing, the City makes a finding that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, as described above, then the City shall have the right to enter the Project (exterior areas of the Project which are subject to public view only) and perform all acts necessary to cure the Maintenance

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Deficiency, or to take other action at law or equity that the City may then have to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency as authorized by this Section 12.1 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by the City to the Owner, the City shall have the right to enforce the lien in the manner as provided in Section 12.3.

12.2. Graffiti which is visible from any public right-of-way which is adjacent or contiguous to the Project shall be removed by the Owner from any exterior surface of a structure or improvement on the Project by either painting over the evidence of such vandalism with a paint which has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water as appropriate. In the event that graffiti is placed on the Project (exterior areas only) and such graffiti is visible from an adjacent or contiguous public right-of-way and thereafter such graffiti is not removed within seventy-two (72) hours following the time of its application, or the Owner's actual knowledge of its existence, whichever occurs later; then in such event and without notice to the Owner, the City shall have the right to enter the Project and remove the graffiti. Notwithstanding any provision of the Regulatory Agreement to the contrary, any sum expended by the City for the removal of graffiti from the Project as authorized by this Section 12.2 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by the City to the Owner, the City shall have the right to enforce its lien in the manner as provided in Section 12.3.

12.3. The parties hereto further mutually understand and agree that the rights conferred upon the City under this Section 12 expressly include the power to establish and enforce a lien or other encumbrance against the Property in the manner provided under California Civil Code Sections 2924, 2924b and 2924c, as such sections may be amended or superseded, in the amount as reasonably necessary to restore the Project to the maintenance standards required under this Section 12, including attorneys' fees and costs of the City associated with the abatement of the Maintenance Deficiency or removal of graffiti and the collection of the costs of the City in connection with such action. In any legal proceeding for enforcing such a lien against the Project, the prevailing party shall be entitled to recover its attorneys' fees and costs of suit. The provisions of this Section 12 shall be a covenant running with the land for the Term and shall be enforceable by the City in its discretion, cumulative with any other rights or powers granted to the City under applicable law. Nothing in the foregoing provisions of this Section 12 shall be deemed to preclude the Owner from making any alterations, additions, or other changes to any structure or improvement or landscaping on the Project, provided that such changes comply with the zoning and development regulations of the City and other applicable law.

12.4. Capital Replacement Reserve Account. The Owner shall establish an account for the payment of repair and replacement of capital items ("**Capital Replacement Reserve Account**") in an initial amount as required by the Institutional Lenders for the Project or the investor limited partner of the Owner. Each year thereafter, the Owner shall deposit into the Capital Reserve Replacement Account additional amounts as required by the Institutional Lenders for the Project or the investor limited partner of the Owner, but not less than Five

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Hundred Dollars (\$500) per Unit per year.

12.4.1. Capital Repairs and Replacements. Capital repairs and replacements shall include, but not be limited to, the following: wet and dry utilities; roof repair and replacement as necessary; repair and replacement of boilers and the major operating components thereof; stucco repair and replacement; exterior painting; replacement of carpeting and vinyl or other hard surface flooring; replacement of drapes; replacement of dishwashers, garbage disposals and other interior appliances; repair and replacement of heating, ventilating and air conditioning systems, equipment and components; and installation of solar panels. All of the foregoing and other similar expenditures on the Project shall be considered to be qualifying capital repair and replacement expenses. Interior painting and servicing, repair or replacement of interior hardware shall not be considered to be a capital repair, but shall be ordinary operating expenses for the Project. The Owner shall withdraw funds from the Capital Replacement Reserve Account to pay such capital repair and replacement expenses as the Owner may deem necessary for the purposes of meeting the maintenance and replacement obligations described herein.

12.4.2. Insured Depository. The Capital Replacement Reserve Account shall be maintained in a depository insured by an agency of the federal government.

12.4.3. Documentation. Annually, or more frequently at the City's, the Owner shall document the level of capital repairs and replacements for the preceding period. The Owner shall maintain and shall provide as requested documentation showing the quantity and price of items purchased, price of materials and the cost of contracted labor or other services incurred in connection with such capital repair and replacement, and such other items as the City may reasonably request.

12.4.4. Withdrawals from Reserve Account. On an annual basis, the Owner shall notify the City of the anticipated cash requirements which will need to be withdrawn from the Capital Replacement Reserve Account. Amounts so budgeted and approved by the City may be withdrawn by the Owner from the indicated Capital Replacement Reserve Account without further the City approval. Other withdrawals for unbudgeted, unanticipated or emergency Project expenditures may be withdrawn by the Owner without prior the City approval, but the Owner shall notify the City in writing within ten (10) calendar days after withdrawal. All amounts so withdrawn by the Owner shall be expended on the Project and in accordance with this Regulatory Agreement. Withdrawals in excess of Twenty-Five Thousand Dollars (\$25,000) in any one calendar year shall be pre-approved by the City in its reasonable discretion, subject to the rights of any Lender for a Senior Loan or the investor limited partner of the Owner.

12.4.5. Interest Earned on Funds in the Capital Replacement Reserve Account. Any interest or other earnings from sums deposited into the Capital Replacement Reserve Account shall be retained in and added to the balance in said account.

12.4.6. Capital Needs Assessment. If requested in writing by the City, the Owner shall deliver to the City, for the City's reasonable review and approval, a capital needs assessment ("CNA") no more often than every ten (10) years after the date of the Certificate of

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Completion for the Project. The CNA shall include an analysis of the Owner's actual expenditures for capital needs compared to the most recently approved CNA, the Owner's original operating budget and its then-current operating budget. Each CNA shall include a ten (10) year capital needs assessment or analysis of replacement reserve requirements prepared by a qualified third party in accordance with reasonable and customary standards for similar residential rental projects.

12.4.7. Displacement of Residents and Relocation. The Owner shall make best efforts to conduct capital repairs and replacements and ordinary repair and maintenance (collectively, "**Repairs**") in good faith and in a manner that does not result in the displacement of any of the residents of the Units. If any of the Owner's actions to conduct Repairs result in displacement of any of the Units' residents, the Owner shall notify the City in writing, prior to conducting such Repairs, of the identities of the residents to be displaced, the Units they will be displaced from, and the estimated length of time such residents shall be displaced. If the displacement of the residents triggers relocation obligations, the Owner shall be responsible, at its sole cost and expense, for any and all such relocation obligations and related expenses. The Owner shall comply with all applicable federal, state and local laws, rules and regulations regarding such relocation obligations and related expenses, including any relocation requirements set forth by the City. The Owner shall defend, indemnify and hold harmless the City Parties from and against all liability for any relocation obligations and related expenses attributable to any Repairs.

13. Covenants to Run with the Land. The Owner and the City hereby declare their specific intent that the covenants, reservations and restrictions set forth herein are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction(s) of the City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of the Owner in the Property for the Term. The Owner hereby expressly assumes the duty and obligation to perform each of the covenants and to honor each of the reservations and restrictions set forth in this Regulatory Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

14. Burden and Benefit. The City and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Property is affected by the affordable dwelling use and occupancy covenants hereunder. The City and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the affordable housing goals and objectives of the City and in order to make the Property available for acquisition by the Owner.

15. Defaults.

15.1. Events of Default. The occurrence of any of the following is a default and shall constitute a material breach of this Regulatory Agreement and, if not corrected, cured or remedied in the time period set forth in Section 15.2, shall constitute an "**Event of Default**" hereunder:

15.1.1. failure of the Owner or any person under its direction or control to comply with or perform when due any material term, obligation, covenant or condition contained in this Regulatory Agreement;

15.1.2. any warranty, representation or statement made or furnished to the City by the Owner under this Regulatory Agreement that is false or misleading in any material respect either now or at the time made or furnished;

15.1.3. the dissolution or termination of the existence of the Owner as an ongoing business, insolvency, appointment of a receiver for any part of the Property of the Owner, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Owner; or

15.1.4. an Event of Default pursuant to the Affordable Housing Agreement.

15.2. Notice of Default. The City shall give written notice of default to the Owner, in accordance with Section 22, stating that such notice is a "**Notice of Default**", specifying the default complained of by the City and requiring the default to be remedied within thirty (30) calendar days of the date of the Notice of Default. Except as required to protect against further material damage, the City may not institute legal proceedings against the Owner until thirty (30) calendar days after providing the Notice of Default. Failure or delay in giving a Notice of Default shall not constitute a waiver of any default, nor shall it change the time of occurrence of the default. If the default specified in the Notice of Default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Owner initiates corrective action within said thirty (30) calendar day period and diligently works to effect a cure as soon as possible, then the Owner may have such additional time as authorized in writing by the City as reasonably necessary to complete the cure of the default prior to exercise of any other remedy for the occurrence of an Event of Default. Such authorization for additional time to cure shall not be unreasonably withheld, conditioned or delayed. The City shall give the investor limited partner in the Owner the following notice and cure rights:

15.2.1. The City will give the limited partner a copy of any Notice (at the limited partner's address provided in a notice by the Owner to the City) that the City gives to the Owner under this Regulatory Agreement, provided that Owner has provided the address and contact information for the investor limited partner in writing to the City;

15.2.2. The City will give the limited partner thirty (30) days after the date of such Notice to cure a non-payment of any sum due under this Regulatory Agreement;

15.2.3. The City will give the limited partner sixty (60) days after the date of such Notice to cure any other default under this Regulatory Agreement;

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15.2.4. If a non-monetary default is incapable of being cured within sixty (60) days, the City will give the limited partner an additional ninety (90) days to cure such default provided the limited partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period; and

15.2.5. If the limited partner makes any such payment or otherwise cures such default, the City will accept such action as curing such default as if such payment or cure were made by the Owner.

If the Owner and limited partner fail to take corrective action relating to a default within thirty (30) calendar days following the date of Notice of Default (or to complete the cure within the additional time as may be authorized by the City or set forth above for the limited partner of the Owner), an Event of Default shall be deemed to have occurred.

15.3. Inaction Not a Waiver of Default. Any failure or delays by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

16. Remedies. Upon the occurrence of an Event of Default, the City shall, in addition to the remedial provisions of Section 12 as related to a Maintenance Deficiency at the Property, be entitled to seek any appropriate remedy or damages by initiating legal proceedings as follows: (i) by mandamus or other suit, action or proceeding at law or in equity, to require the Owner to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City; or (ii) by other action at law or in equity as necessary or convenient to enforce the obligations, covenants and Agreements of the Owner to the City.

16.1. Rights and Remedies are Cumulative. The rights and remedies of the City as set forth in this Section 16 are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner.

16.2. Enforcement by Third Parties. No third party shall have any right or power to enforce any provision of this Regulatory Agreement on behalf of the City or to compel the City to enforce any provision of this Regulatory Agreement against the Owner or the Project.

17. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California and applicable federal laws, without regard to its conflicts of laws principles.

18. Amendment. This Regulatory Agreement may be amended after its recordation only by a written instrument executed by the Owner and the City.

19. Attorney's Fees. In the event that a party to this Regulatory Agreement brings an action to enforce any condition or covenant, representation or warranty in this Regulatory Agreement or

REPLACEMENT EXHIBIT H

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otherwise arising out of this Regulatory Agreement, the prevailing party(ies) in such action shall be entitled to recover from the other party reasonable attorneys' fees to be fixed by the court in which a judgment is entered, as well as the costs of such suit. for the purposes of this Section 19, the words "reasonable attorneys' fees," in the case of the City, shall include the salaries, costs and overhead of the City Attorney as well as any other legal counsel hired by the City in such action, as allocated on an hourly basis.

20. Severability. If any provision of this Regulatory Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Regulatory Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

21. Time is of the Essence. For each provision of this Regulatory Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed to be of the essence.

22. Notices, Demands and Communications Between the Parties. Any and all notices submitted by any party to another party pursuant to or as required by this Regulatory Agreement shall be dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the party, as set forth in this Section. Such notice may be sent in the same manner to such other addresses as any [arty may from time to time designate by notice. Any notice shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, or two (2) calendar days after it is placed in the United States mail, as provided in this Section. Rejection, other refusal to accept or the inability to deliver any notice because of a changed address of which no notice was given or other action by a person or entity to whom notice is sent, shall be deemed receipt of the notice.

The following are the authorized addresses for the submission of notices to the parties, as of the date of this Regulatory Agreement:

To the Owner:

_____ LP

With copies to

C & C Development Co., LLC
14211 Yorba Street, Suite 200
Tustin, CA 92780
Attn: Todd Cottle

and to:

Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Lynn Hutchins

To the City:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

With copies to:

23. Recording. The parties hereto shall cause this Regulatory Agreement to be recorded in the official records of the County of Orange.

24. No Third Party Beneficiary. No claim as a third-party beneficiary under this Regulatory Agreement by any person, corporation or any other entity, shall be made or be valid against the City or the Owner.

25. Prohibition Against Transfer.

25.1. Except as expressly provided in the Affordable Housing Agreement, the Owner shall not, without prior written approval of the City, which may not be unreasonably withheld, delayed or conditioned: (i) assign or attempt to assign this Regulatory Agreement or any right herein; or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Property or the improvements thereon, with the exception of leases of the residential units as permitted by this Regulatory Agreement, or permit to be placed on any of the Property any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien.

25.2. In the absence of specific written agreement or approval by the City, no unauthorized sale, transfer, conveyance, lease, leaseback or assignment of the Property shall be deemed to relieve the Owner or any other party from any obligations under this Regulatory Agreement.

26. City Approvals and Actions. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Regulatory Agreement and execute documents on behalf of the City (to the extent not provided otherwise in this Regulatory Agreement), including, without limitation, any documents necessary to implement any changes in the number or affordability of the Qualifying Units, as may be required by TCAC or to maintain the fiscal integrity of the Project, so long as such actions do not reduce the length of affordability of the Qualifying Units or add to the costs incurred or to be incurred by the City as specified herein. The City Manager reserves the right, in his or her sole and absolute discretion, to submit any requested modification, interpretation,

amendment or waiver to the City Council if the City Manager determines or believes that such action could increase the risk, liability or costs to the City, or reduce the length of affordability of the Project.

IN WITNESS WHEREOF, the Owner and the City have caused this Regulatory Agreement to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

[Signatures on following pages]

**CITY SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

CITY:

CITY OF BUENA PARK,
a California charter city and municipal corporation

By: _____ Date: _____

City Manager

ATTEST:

City Clerk

REPLACEMENT EXHIBIT H
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**OWNER SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

OWNER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C&C Development Co., LLC,
a California limited liability company,
its member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

ATTACHMENT NO. 1
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

Property Legal Description

REPLACEMENT EXHIBIT H
ATTACHMENT NO. 1
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ATTACHMENT NO. 2
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

Certification of Tenant Eligibility

NOTE TO PROPERTY OWNER: This form is designed to assist you in computing Annual Income.

Re: Lincoln Avenue Apartments, Buena Park, California

I/We, the undersigned, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the property listed above. Listed below are the names of all persons who intend to reside in the unit:

| 1. | 2. | 3. | 4. | 5. |
|-------------------------------------|---|-------|------------------------------|------------------------|
| Names of Members of Household | Relationship to Head of Household | Age | Social Security Number | Place of Employment |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

6. Head of Household (check one):

Mother: _____

Father: _____

Other: _____ (specify relationship – i.e. legal guardian, sister, brother, etc.)

REPLACEMENT EXHIBIT H
ATTACHMENT NO. 2
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Income Computation

7. The total anticipated income, calculated in accordance with the provisions of this Section 7, of all persons over the age of 18 years listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$ _____.

Included in the total anticipated income listed above are:

- (a) all wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services, before payroll deductions;
- (b) the net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets);
- (c) interest and dividends (including income from assets excluded below);
- (d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of period receipts, including any lump sum payment for the delayed start of a periodic payment;
- (e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;
- (f) the maximum amount of public assistance available to the above persons other than the amount of any assistance specifically designated for shelter and utilities;
- (g) periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling;
- (h) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and
- (i) any earned income tax credit to the extent that it exceeds income tax liability.

Excluded from such anticipated income are:

- (i) casual, sporadic or irregular gifts;
- (ii) amounts which are specifically for or in reimbursement of medical expenses;

(iii) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses;

(d) amounts of educational scholarship paid directly to the student of the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, book and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes, are to be included in income;

(e) special pay to a household member who is away from home and exposed to hostile fire;

(f) relocation payments under Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

(g) foster child care payments;

(h) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977;

(i) payments to volunteers under the Domestic Volunteer Service Act of 1973; payments received under the Alaska Native Claims Settlement Act.

(j) income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

(k) payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;

(l) payments received from the Job Training Partnership Act;

(m) the first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims.

8. Do the persons whose income or contributions are included in item 6 above:

(a) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles and interests in Indian trust land)? ___ Yes ___ No; or

(b) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ___ Yes ___ No

(c) If the answer to (a) or (b) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? ___ Yes ___ No

(d) If the answer to (c) is yes, state:

(i) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy in the unit that you propose to rent: \$ _____; and

(ii) the amount of such income, if any, that was included in item 6 above: \$ _____

9.

(a) Are all of the individuals who propose to reside in the unit full-time students*? ___ Yes ___ No

*A full-time student is an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, is at least one of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ___ Yes ___ No

10. Neither myself nor any other occupant of the unit I/we propose to rent is the Owner of the property in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner or owns, directly or indirectly, any interest in the Ownership. For purposes of this section, indirect the Ownership by an individual shall mean the Ownership by a family member, the Ownership by a corporation, partnership, estate or trust in proportion to the Ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member, and the Ownership, direct or indirect, by a partner of the individual.

11. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and, based upon information I/we deem reliable and that the statement of total anticipated income contained in Section 7 is reasonable and based upon such investigation as the undersigned deemed necessary.

12. I/we will assist the Owner in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

13. I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the units and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

REPLACEMENT EXHIBIT H
ATTACHMENT NO. 2
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14. Housing Issuer Statistical Information (Optional--will be used for reporting purposes only):

Marital Status: _____

Race (Head of Household)

White _____ Asian _____ Hispanic _____

African-American _____ Native American _____ Other _____

Physical Disability: Yes _____ No _____

I/we declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, _____ in the County of Orange, California.

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in number 2 above required]

REPLACEMENT EXHIBIT H
ATTACHMENT NO. 2
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FOR COMPLETION BY PROPERTY THE OWNER ONLY:

1. Calculation of eligible income:

(a) Enter amount entered for entire household in 6 above: \$_____

(b) (1) If answer to 7(c) above is yes, enter the total amount entered in 7(d)(1), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance (\$_____);

(2) Multiply the amount entered in 7(c) times the current passbook savings rate to determine what the total annual earnings on the amount in 7(c) would be if invested in passbook savings (\$_____), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance

(3) Enter at right the greater of the amount calculated under (1) or (2) above: \$_____;

(c) TOTAL ELIGIBLE INCOME

(Line 1(a) plus line 1(b)(3): \$_____

2. The amount entered in 1(c):

_____ Qualifies the applicant(s) as a Qualified Household.

_____ Does not qualify the applicant(s) as Qualified Household.

3. Apartment unit assigned:

Bedroom Size: _____ Rent: \$_____

4. This apartment unit [was/was not] last occupied for a period of 31 consecutive days by persons whose aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, qualified them as a Qualified Household.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

Manager

The undersigned employee has applied for a rental unit located in a project financed in part by the City of Buena Park for persons of very low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages

Overtime

Bonuses

Commissions

Total current income

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment at [_____].

Signature

Date _____

Please send to:

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature

Date

REPLACEMENT EXHIBIT H
ATTACHMENT NO. 2
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ATTACHMENT NO. 3
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

**Certificate of Continuing Program Compliance
For Annual Reporting Period Ending**

The undersigned, _____, as the authorized representative of _____ LP, a California limited partnership ("Owner"), has read and is thoroughly familiar with the provisions of the various documents associated with the financial assistance provided by the City of Buena Park ("City"), as established in numerous documents including the Regulatory Agreement, dated as of _____, 202_, between the Owner and the City.

As of the date of this Certificate, the following percentage of residential units in the Project are
(i) occupied by Qualified Households (as such term is defined in the Regulatory Agreement) or
(ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Household vacated such unit, as indicated:

Number of Units occupied by Qualified Households: _____

Number of Vacant Units: _____

Number of Qualified Households who commenced
occupancy during the preceding reporting period: _____

Attached is a separate sheet ("Occupancy Summary") listing, among other items, the appropriate information for each residential unit in the Project, the occupants of each unit and the rent paid for each unit. The information contained thereon is true and accurate and reasonable and is based on information submitted to the Owner and is certified under penalty of perjury by each tenant.

[Signatures on following page]

REPLACEMENT EXHIBIT H
ATTACHMENT NO. 3
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The undersigned hereby certifies that (1) a review of the activities of the Owner during such reporting period and of the Owner's performance under the Regulatory Agreement has been made under the supervision of the undersigned; and (2) to the best of the knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents.

Dated: _____

OWNER

LP, a California limited
partnership

By: _____

Name: _____

Its: _____

REPLACEMENT EXHIBIT H
ATTACHMENT NO. 3
H-35

OCCUPANCY SUMMARY

Total Number of Units in the Project: _____

Total Units occupied by Qualified Households: _____

Total Units available for rent to Qualified Households: _____

ATTACHED IS THE FOLLOWING INFORMATION:

- A. Resident and rental information on each occupied apartment in the complex.
- B. Certification of Tenant Eligibility for all Qualified Households who have moved into _____, Buena Park, California, since the filing of the last Occupancy Summary. The same are true and correct to the best of the undersigned's knowledge and belief.

Dated: _____

OWNER:

_____ LP, a California limited
partnership

By: _____
Name: _____
Its: _____

REPLACEMENT EXHIBIT I
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Deed of Trust

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF RENTS)
(Lincoln Avenue Apartments)

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) ("**Deed of Trust**") is dated as of _____, 202_, by _____ LP, a California limited partnership, whose address is _____ ("**Trustor**"), to COMMONWEALTH LAND TITLE COMPANY, a California corporation ("**Trustee**"), for the benefit of the CITY OF BUENA PARK, a California charter city and municipal corporation, whose address is 6650 Beach Boulevard, Second Floor, Buena Park, California 90622 ("**Beneficiary**"), and is executed to secure those two certain Promissory Notes each of even date herewith, in the principal amounts of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000.00) and One Million Dollars (\$1,000,000.00), respectively, executed by Trustor in favor of Beneficiary (such Promissory Notes, as it may from time to time be supplemented, amended extended, renewed or otherwise modified), the provisions of which are incorporated in the Deed of Trust by this reference.

This Deed of Trust is made with respect to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments), dated _____, 2021, for reference purposes only, between the Trustor's predecessor-in-interest and the Beneficiary as amended from time to time, the "**Affordable Housing Agreement**").

REPLACEMENT EXHIBIT I

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Trustor hereby IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in Trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION, the following property ("**Trust Estate**"):

(a) All of that certain real property in the City of Buena Park, County of Orange, State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("**Subject Property**");

(b) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property ("**Improvements**");

(c) All tenements, hereditament, appurtenances, privileges, franchises and other rights and interests now or in the future benefitting or otherwise relating to the Subject Property or the Improvements, including easements, rights-of-way and development rights ("**Appurtenances**"). (Appurtenances, together with the Subject Property and the Improvements, are hereafter collectively referred to as the "**Real Property**");

(d) Subject to the assignment to Beneficiary set forth in Paragraph 4 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management operation, leasing or occupancy of the Trust Estate, including those past due and unpaid ("**Rents**");

(e) All present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California Uniform Commercial Code ("**UCC**"), whether existing now or in the future) located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property ("**Goods**," and together with the Real Property, collectively the "**Property**"); and

(f) All present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing

REPLACEMENT EXHIBIT I

agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements, and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (collectively, "**Intangibles**").

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "**Personal Property**"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the UCC.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may elect, the following: (a) payment of that certain Land Promissory Note dated _____, 2024 in the original principal amount of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000.00) (the "**Land Note**"), (b) payment of that certain Project Promissory Note dated _____, 2024 in the original principal amount of One Million Dollars (\$1,000,000.00) (the "**Project Note**"), and together with the Land Note referred to herein as the "**Notes**"); and (c) due, prompt and complete observance, performance and discharge of each and every monetary and non-monetary condition, obligation, covenant and agreement contained herein or contained in the Affordable Housing Agreement. The Affordable Housing Agreement, that certain Regulatory Agreement (Lincoln Avenue Apartments) dated _____, 2024, for reference purposes only, between the Trustor and the Beneficiary ("**Regulatory Agreement**") and the Notes (collectively, "**Secured Obligations**") and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof, however evidenced.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

1. That Trustor shall perform its obligations as set forth in the Secured Obligations at the time and in the manner respectively provided therein;

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2. That Trustor shall not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed;

3. That the Secured Obligations are incorporated in and made a part of this Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be due and payable. This Deed of Trust shall cover, and the property subject hereto shall include, all property now or hereafter affixed or attached to or incorporated upon the Subject Property in, to or under which Trustor now has or hereafter acquires any right, title or interest, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Subject Property. To the extent any of the property subject to this Deed of Trust consists of rights in action or personal property covered by the UCC, this Deed of Trust shall also constitute a security agreement, and Trustor hereby grants to Beneficiary, as secured party, a security interest in such property, including all proceeds thereof, for the purpose of securing the Secured Obligations. In addition, for the purpose of securing the Secured Obligations, Trustor hereby grants to Beneficiary, as secured party, a security interest in all of the property described herein in, to, or under which Trustor now has or hereafter acquires any right, title or interest, whether present, future or contingent, including, but not limited to, all equipment, inventory, accounts, general intangibles, instruments, documents and chattel paper, as those terms are defined in the UCC, and all other personal property of any kind (including, without limitation, money and rights to the payment of money), whether now existing or hereafter created, that are now or at any time hereafter (i) in the possession or control of Beneficiary in any capacity; (ii) erected upon, attached to or appurtenant to the Subject Property; (iii) located or used on the Subject Property or identified for use on the Subject Property (whether stored on the Subject Property or elsewhere); or (iv) used in connection with, arising from, related to, or associated with the Subject Property or any of the personal property described herein, the construction of any improvements on the Subject Property, the ownership, development, maintenance, management or operation of the Subject Property, the use or enjoyment of the Subject Property or the operation of any business conducted thereon, including, without limitation, all such property described as the Trust Estate hereinabove. The security interests granted in this Paragraph 3 are hereinafter severally and collectively called the "Security Interest". The Security Interest shall be self-operative with respect to the real property described herein but Trustor shall execute and deliver on demand such additional security agreements, financing statements and other instruments as may be requested in order to impose the Security Interest more specifically upon the real and personal property encumbered hereby. The Security Interest, at all times, shall be prior to any other interest in the personal property encumbered hereby. Trustor shall act and perform as necessary and shall execute and file all security agreements, financing statements, continuation statements and other documents requested by Beneficiary to establish, maintain and continue the perfected Security Interest. Trustor, on demand, shall promptly pay all costs and expenses of filing and recordation, to ensure the continued priority of the Security Interest. Trustor shall not sell, transfer, assign or otherwise dispose of any personal property encumbered hereby without obtaining the prior written consent of Beneficiary, except that the Trustor may, in the ordinary course of business, replace personal property or dispose of personal property that will not be replaced because of its obsolescence.

REPLACEMENT EXHIBIT I

Unless Beneficiary then agrees otherwise in writing, all proceeds from any permitted sale or disposition in excess of that required for full replacement shall be paid to Beneficiary to be applied on the Notes subject to the rights of any senior lenders. Although proceeds of personal property are covered hereby, this shall not be construed to mean that Beneficiary consents to any sale of such personal property. Upon its recordation in the real property records of Orange County, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photostatic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement;

4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of notice and the expiration of any applicable cure period, to collect such rents, profits and income for use in accordance with the provisions of the Secured Obligations;

5. That upon default hereunder or under the aforementioned agreements, and after the giving of notice and the expiration of any applicable cure period, Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;

6. That Trustor will keep the improvements now existing or hereafter erected on the Subject Property insured against loss by fire and such other hazards, casualties, and contingencies as may be required by applicable provisions of the Secured Obligations, and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies. Such policies shall be endorsed with standard mortgage clause with loss payable to the Beneficiary and certificates thereof together with copies of original policies, if requested, shall be deposited with the Beneficiary;

7. To pay before delinquency any taxes and assessments affecting said Property; to pay, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof which appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be required to pay and discharge any such tax, assessment charge or levy so long as Trustor is contesting the legality thereof in good faith and by appropriate proceedings, and Trustor has adequate funds to pay any liabilities contested pursuant to this Paragraph 7;

8. As it is provided more specifically in the Secured Obligations, to keep said property in good condition and repair, subject to ordinary wear and tear, casualty and condemnation, not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon (subject to Trustor's right to contest the validity or applicability of laws or regulations); not to commit or permit waste thereof; not to commit, suffer

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or permit any act upon said property in violation of law and/or covenants, conditions and/or restrictions affecting said property; not to permit or suffer any material alteration of or addition to the buildings or improvements hereafter constructed in or upon said Subject Property without the consent of the Beneficiary;

9. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear;

10. Should Trustor fail, after the giving of notice and the expiration of any applicable cure period, to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Following default, after the giving of notice and the expiration of any applicable cure period, Beneficiary or Trustee, being authorized to enter upon said property for such purposes, may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; may pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, may pay necessary expenses, employ counsel, and pay his reasonable fees;

11. Beneficiary shall have the right to pay all insurance premiums required by the Secured Obligations when due should Trustor fail to make any required premium payments. All such payments made by the Beneficiary shall be added to the sums secured hereby;

12. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, under permission given under this Deed of Trust, with interest from date of expenditure, at the highest rate of interest permitted by law;

13. That the funds to be advanced hereunder are to be used in accordance with applicable provisions of the Secured Obligations; upon the failure of Trustor to do so, after the giving of notice and the expiration of any applicable cure period, Trustor shall be in default hereunder;

14. Trustor further covenants that it will not voluntarily create, suffer, or permit to be created against the Subject Property subject to this Deed of Trust any lien or liens except as authorized by Beneficiary and/or as provided in the Secured Obligations and further that it will keep and maintain the property free from the claims of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be obligated to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting, provided that Trustor shall, at Beneficiary's written request, within thirty (30) days after the filing of any claim or lien (but in any event, and without any requirement that Beneficiary must first provide a written request prior to foreclosure) record in the Office of the Recorder of Orange County, a surety bond in the amount

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required by law to protect against a claim of lien, or provide such other security reasonably satisfactory to Beneficiary;

15. That any and all improvements made or about to be made upon the premises covered by this Deed of Trust and all plans and specifications, comply with all applicable municipal ordinances and regulations and all other applicable regulations made or promulgated, now or hereafter, by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office.

IT IS MUTUALLY AGREED THAT:

16. Trustor confirms that if Trustor should sell, enter into a contract of sale, convey, or in any way transfer all or any interest of Trustor in the Real Property encumbered by this Deed of Trust or suffer Trustor's title or any interest therein to be divested, whether voluntarily or involuntarily, unless the same is a Permitted Transfer as defined in the Affordable Housing Agreement, without the prior written consent of the Beneficiary being first obtained, then Beneficiary shall have the right, at Beneficiary's sole option, to declare all sums payable under the Notes secured hereby immediately due and payable in full, irrespective of the maturity date otherwise specified in the Notes. No waiver of this right shall be effective unless in writing and signed by the Beneficiary. Consent by the Beneficiary to any one such transaction shall not be deemed a waiver of the right to require such consent to future or successive transactions. Further, upon default under one of the Secured Obligations, and after the giving of notice and the expiration of any applicable cure period provided therein, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be immediately due and payable in full, irrespective of the maturity date otherwise specified in the Notes;

17. As provided more specifically in the Secured Obligations, should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, subject to the rights of any senior lenders, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor which are not used to reconstruct, restore or otherwise improve the Property or part thereof that was taken or damaged, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage subject to the rights of any senior lenders. All such compensation, awards, damages, rights of action and proceeds which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary subject to the rights of any senior lenders;

18. Notwithstanding Sections 16 and 17, in the event that a portion of the Property is taken for a public improvement or pursuant to a condemnation proceeding and the Qualifying Units (as defined in the Regulatory Agreement) remain intact and continue to be owned and operated by Trustor in conformance with the Affordable Housing Agreement and the Regulatory Agreement, Beneficiary shall not declare all sums due and payable under the Notes, nor shall the Beneficiary be entitled to any compensation, awards and other payments therefor, provided that

REPLACEMENT EXHIBIT I

such compensation, awards and other payments are used for (1) paying principal and interest owed on the Permanent Loan (as defined in the Affordable Housing Agreement), (2) making improvements to the Property that are approved by Beneficiary, in its reasonable discretion, or (3) payment of principal owing under the Notes. In the event that Trustor receives such compensation, awards or other payments and fails to expend the funds in conformance with subsections (1) and (2) this section within thirty (30) days of receipt of such funds, Trustor shall be in default under this Deed of Trust;

19. Upon default by Trustor in taking any action or in making any payments provided for herein, or in the Secured Obligations, if Trustor shall fail to perform any covenant or agreement in this Deed of Trust within thirty (30) days after written demand therefor by Beneficiary (or, in the event that more than thirty (30) days is reasonably required to cure such default, should Trustor fail to promptly commence such cure, and diligently prosecute same to completion), after the giving of notice and the expiration of any applicable cure period, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record and Beneficiary may foreclose this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed of Trust and all documents evidencing expenditures secured hereby;

20. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. The Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this trust including therein reasonable Trustee's fees or attorney's fees for conducting the sale, and the actual cost of publishing, recording, mailing and posting notice of the sale; (2) the cost of any search and/or other evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum rate allowed by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto;

21. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary,

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containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee;

22. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law;

23. Upon written request of Beneficiary stating that all sums secured hereby have been paid and all obligations secured hereby have been satisfied, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto";

24. The trust created hereby is irrevocable by Trustor;

25. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future successor in interest to Beneficiary. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several;

26. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee;

27. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address set forth in the Deed of Trust;

28. Trustor agrees at any time and from time to time, upon receipt of a written request from Beneficiary, to furnish to Beneficiary detailed statements in writing of income, rents, profits, and operating expenses of the premises, and the names of the occupants and tenants in possession, together with the expiration dates of their leases and full information regarding all rental and occupancy agreements, and the rents provided for by such leases and rental and occupancy agreements, and such other information regarding the premises and their use as may be requested by Beneficiary;

29. Trustor agrees that the obligations secured by this Deed of Trust are made expressly for the purpose of acquiring the Property, completing the construction work necessary to construct a new [55]- unit affordable housing development on the Property, as is more specifically provided in the Secured Obligations;

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30. As is provided more specifically in the Secured Obligations, the obligations of Trustor thereunder are nonrecourse obligations of the Trustor. The sole recourse of Beneficiary shall be the exercise of its rights against the Property;

31. Notwithstanding specific provisions of this Deed of Trust, non-monetary performance hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts or failure to act of the City of Buena Park or any other public or governmental agency or entity (except that any act or failure to act of Beneficiary shall not excuse performance by Beneficiary unless such act or failure to act is allowed or required by law); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Deed of Trust may also be extended in writing by the Beneficiary and Trustor;

32. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the unsecured portion of such obligations shall be completely performed and paid prior to the performance and payment of the remaining and secured portion of the obligations, and all performance and payments made by Trustor shall be considered to have been performed and paid on and applied first to the complete payment of the unsecured portion of the obligations;

33. (a) Subject to the extensions of time set forth in Paragraph 31, and subject to the further provisions of this Paragraph 33, failure or delay by Trustor to perform any term or provision respectively required to be performed under the Secured Obligations or this Deed of Trust constitutes a default under this Deed of Trust;

(b) Beneficiary shall give written notice of default to Trustor, specifying the default complained of by the Beneficiary. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default;

(c) Any failures or delays by Beneficiary in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Beneficiary in asserting any of its rights and remedies shall not deprive Beneficiary of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies;

(d) If an event of default occurs under the terms of this Deed of Trust, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor written notice of

REPLACEMENT EXHIBIT I

such default. Trustor shall have a reasonable period of time after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under this Deed of Trust. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within thirty (30) days after the notice of default is first given;

(e) If an event of default occurs under the terms of the Secured Obligations, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor notice of such default. As is provided more specifically in the Secured Obligations, if the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by the Beneficiary under the Secured Obligations, or this Deed of Trust. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Trustor (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default.

34. This Deed of Trust shall be subject and subordinate to the terms of that certain extended use agreement executed by the Trustor in connection with the Trustor's allocation of low-income housing tax credits under Section 42 of the Code (the "**Extended Use Agreement**"). If Beneficiary or its successors or assigns (collectively, the "**Subsequent Owner**") acquires the Property by foreclosure (or instrument in lieu of foreclosure), then the "extended use period" (as defined in Section 42(h)(6)(D) of the Internal Revenue Code) shall terminate, except for the obligation of the Subsequent Owner to comply with the limitations on evictions, termination of tenancy and increase in rents for the three year period following the Subsequent Owner's acquisition of the Property, as set forth in Section 42(h)(6)(E)(ii) of the Internal Revenue Code. As provided in the Affordable Housing Agreement, upon request when appropriate, Beneficiary shall execute such documentation as is necessary to subordinate this Deed of Trust to a Senior Loan.

[Signatures on Following Page]

REPLACEMENT EXHIBIT I

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IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first set forth above.

TRUSTOR:

_____, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

[SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

REPLACEMENT EXHIBIT I

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EXHIBIT A TO
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF RENTS)
(Lincoln Avenue Apartments)

Legal Description of Subject Property

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REPLACEMENT EXHIBIT J
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Land Note

**LAND PROMISSORY NOTE SECURED BY DEED OF TRUST
(Lincoln Avenue Apartments)**

Principal Amount: \$3,850,000

Date of Note: _____, 20__

Maker: _____ LP, a
California limited partnership

Lender: CITY OF BUENA PARK, a California
charter city and municipal corporation

Source: City low-and-moderate income housing
funds (H&S Code § 34176.1)

Maturity Date: Fifty-five (55) years from
the date on which the Certificate of
Completion is issued

Interest Rate: One-Half Percent (0.50%)

1. Land Loan.

FOR VALUE RECEIVED, the undersigned _____ LP, a California limited partnership ("**Maker**"), with its principal place of business located at _____, promises to pay to the CITY OF BUENA PARK, a California charter city and municipal corporation (the "**City**" or "**Holder**") at 6650 Beach Boulevard, Second Floor, Buena Park, California 90622, or such place as the Holder may, from time to time, designate by written notice to the Maker, the principal sum of THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$3,850,000), (the "**Land Loan**"), together with any accrued interest, if applicable, as set forth in this Note. This Promissory Note (the "**Note**") is made and given pursuant to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) between the City and Maker's predecessor-in-interest, dated _____, 2021 (as amended from time to time, the "**Affordable Housing Agreement**"). The Affordable Housing Agreement is incorporated herein by this reference. All initially capitalized terms used but not defined herein shall have the meanings given to them in the Affordable Housing Agreement. The Land Loan is made for the conveyance of the Property by City to Maker in accordance with the terms and conditions of the Affordable Housing Agreement.

2. Term of Loan and Right of Prepayment.

a. Maturity Date. All accrued interest, if any, and principal shall be due and payable in full without any further demand or notice fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement ("**Maturity Date**").

REPLACEMENT EXHIBIT J

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b. Prepayment. This Note may be prepaid in whole or in part at any time and from time to time without penalty or premium.

3. Security for Note.

This Note is secured by a Deed of Trust executed by Maker which creates a lien on that certain real property as described therein and in the Affordable Housing Agreement.

4. Interest Calculation.

The principal outstanding under this Note shall accrue simple interest at the rate of one-half percent (0.50%) per annum, except in the case of Default as set forth in Section 9 of this Note. Principal and interest shall be payable in lawful money of the United States of America. If applicable, interest shall be computed based on an actual day year and the actual number of days elapsed. Interest shall commence on amounts disbursed hereunder from the date of disbursement.

5. Annual Payment.

Following completion of the Project as evidenced by the issuance by the City of a Certificate of Completion as set forth in the Affordable Housing Agreement, and continuing each year thereafter until the Maturity Date, a portion of the Residual Receipts (as defined below) from the Project shall be paid to Holder and applied to pay down the amounts due and owing under this Note. The payments described below shall be paid to Holder no later than April 1 each year, with the first payment due on the April 1 following the issuance of a Certificate of Occupancy for the Project, and continuing each year thereafter.

a. Annual Payments from Residual Receipts. Maker shall make repayments of the outstanding principal and accrued interest, if any, equal to the City's Land Percentage of Fifty Percent (50%) of the Residual Receipts from the Project as repayment of amounts due and owing under this Note. For the purposes of this Note, "**City's Land Percentage**" means the percentage calculated by dividing (1) the original principal amount of the Land Loan actually disbursed to Borrower by (2) the sum of Total Assistance from all government entities obtained by the Borrower, to the extent not requiring a mandatory debt service payment. "**Total Assistance**" means the original principal amounts of loans and grants made by the other government entities plus the cumulative value of Project Based Section 8 or similar housing vouchers provided by the other government entities.

Such annual payments shall be accompanied by the Maker's report of Residual Receipts. The Maker shall provide the Holder with the audited financial statement provided for in Section 6, and any other documentation reasonably requested by Holder to substantiate the Maker's determination of Residual Receipts.

All payments made hereunder shall be credited first to any accrued but unpaid interest (if applicable), then to current interest due and owing and lastly to principal. Interest not paid current each year shall be added to and thereafter be considered additional principal due hereunder.

REPLACEMENT EXHIBIT J

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Notwithstanding the foregoing, the entire outstanding balance of principal and any interest owing under this Note shall be due and payable in full fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement.

Prior to any sale of all or any portion of the Project, or Refinancing of all or any portion of the outstanding debt from the Project, and so long as there is any outstanding amount due and owing under this Note, Maker shall notify Holder of any such proposed or intended sale or Refinancing. In such event, Maker and Holder shall meet and confer, and shall use good faith efforts, to determine the feasibility of the payoff or restructuring of the remaining balance owing under this Note as part of any such sale or Refinancing to provide for repayment of this Note sooner than the fifty-five (55) year repayment period.

b. Definition of Residual Receipts. For the purposes of this Note, "**Residual Receipts**" shall mean the sum of money computed as follows:

(i) All rents, revenues, consideration or income (of any form) received by Maker in connection with or relating to the ownership or operation of the Project, including any net revenue derived from any Refinancing of the Project and any revenue from contributions, loans or grants which is not required to meet future Project obligations (but excluding tenants' security deposits, partner capital contributions and similar advances) ("**Gross Revenue**") less all of the following: all customary and reasonable costs (i.e., mandatory (hard) mortgage payments) and expenses reasonably and actually incurred in connection with the operation and maintenance of the Project, including but not limited to premiums for property and liability insurance; utility services not paid directly by tenants; maintenance and repair; security services and payments for social/supportive services; any adjuster payments to the investor limited partner required under Maker's partnership agreement; payment of principal or interest on any indebtedness of Maker to any affiliate of Maker (individual or entity) or partner of Maker to repay completion, operating deficit or other loans relating to the Project; asset management fee payable to the limited partner of Maker in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); partnership management fee payable to Maker, not to exceed the amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); reasonable property management fees not to exceed 8% of gross revenue; deferred developer fee in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); amounts (approved by Holder) expended to restore the Project after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the Project; taxes; franchise tax filing fees; and any other reserves reasonably required by the investors or the lenders approved by the City for the Project (collectively "**Operating Expenses**").

(ii) Notwithstanding the generality of the foregoing, the following items are not expenses or deductible in computing Residual Receipts: depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash.

6. Audited Financial Statement.

Maker shall annually provide Holder with an audited financial statement documenting the calculation of Residual Receipts for the previous calendar year ending December 31. The audited financial statement shall be provided on or before April 1, together with payment of the Residual Receipts payment due to Holder. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of the Residual Receipts Payment and to object within ninety (90) days from receipt of Maker's statement. Failure to timely object shall be deemed acceptance. If Holder does object, Holder shall specify the reasons for disapproval. Maker shall have thirty (30) days to reconcile any disapproved item. If Maker and Holder cannot agree on the amount of the Residual Receipts payment, an independent auditor mutually selected by Maker and Holder shall resolve any disputed items. The cost of the auditor shall be shared equally by Maker and Holder.

7. Annual Budget.

Maker shall prepare and submit to Holder a proposed annual operating budget for the management and operation of the Project ("**Annual Budget**") no later than 60 days preceding the effective year of such budget. The Annual Budget shall include the projected Gross Revenue and Operating Expenses for the year and a line item showing the projected Residual Receipts from the Project for the year. Holder will review the Annual Budget and, if acceptable, approve it, which approval shall not be unreasonably withheld. If the Annual Budget is not acceptable, Holder shall specify the reasons for disapproval. The intent of this section is to provide Holder an opportunity to disapprove any unreasonable expenses which would diminish the Residual Receipts from the Project. Once approved, any changes to the Annual Budget which exceed ten percent (10%) of the total Annual Budget shall require Holder's prior written consent, which consent shall not be unreasonably withheld.

8. Acceleration Upon Certain Events or Upon Default.

In the event of any Default under the terms of this **Note**, the Affordable Housing Agreement or the Regulatory Agreement, the Deed of Trust which is the security for this Note, or under any Senior loans, notes or deeds of trust, at the option of the Holder and after notice to the Maker, providing Maker with thirty (30) days in which to cure any Default, and such Default not having been cured within thirty (30) days (or if a greater amount of time is reasonably necessary to effect a cure, if actions to cure such Default are not undertaken within said thirty (30) day period and pursued with reasonable diligence thereafter), all principal and interest due under this **Note** shall immediately become due and payable, upon thirty (30) day written notice from the Holder to the Maker. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent Default.

Should the undersigned Maker agree to or sell, convey, transfer, or dispose of the real property described in the Deed of Trust securing this Note or any part thereof or interest therein, without first obtaining the prior written consent of the Holder (except for a Permitted Transfer, as defined in the Affordable Housing Agreement), then, at the option of the Holder, all principal and interest due hereunder shall immediately become due and payable upon thirty (30) days

REPLACEMENT EXHIBIT J

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written notice from the Holder to the Maker. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

Notwithstanding the generality of the foregoing, certain transfers permitted under the Affordable Housing Agreement shall not constitute a Default hereunder or under the Affordable Housing Agreement, and any such action shall not accelerate the maturity of this Promissory Note, provided that any transfer is either a Permitted Transfer as defined in the Affordable Housing Agreement or is reasonably acceptable to the City with reasonable promptness, and any transferee under such a transfer agrees to be bound by any and all instruments in favor of the City.

9. Interest on Default.

From and after a Default, the entire outstanding principal balance of this Note shall automatically bear an annual interest rate equal to the lesser of: (a) eight percent (8%) compounding annually; or (b) the maximum interest rate allowed by law.

10. Costs Paid by Maker.

Maker agrees to pay the following costs, expenses and attorneys fees paid or incurred by the Holder of this Note, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and attorneys fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys fees in any action to enforce payment of this instrument.

11. Waiver.

Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Holder hereof may extend the Maturity Date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Note. Maker hereby waives, to the fullest extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this instrument or any deed of trust, security agreement, guarantee or other agreement now or hereafter securing this Note.

12. Indemnification.

Maker shall indemnify, defend, protect and hold the City harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys fees and expenses incurred by the Holder hereof, arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or related agreements; (ii) intentional bad faith waste of the real property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note and the Affordable Housing Agreement.

REPLACEMENT EXHIBIT J

13. Nonrecourse.

This Note shall become a nonrecourse obligation of Maker on the date that Maker files a valid and timely Notice of Completion for the Project and the Holder must resort only to the Project or the Property, or both, for repayment should the Maker fail to repay the sums evidenced hereby. At such time as this Note becomes nonrecourse, neither Maker nor any of its general and limited partner shall have any personal liability for repayment of the Land Loan and no deficiency judgment may be obtained against Maker or any of its general and limited partners except for actual or constructive fraud, material misrepresentation, intentional bad faith waste of or on the Project and such other matters as are referred to below. Notwithstanding the generality of the foregoing, however, Maker shall indemnify, defend, protect and hold Holder harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the Holder arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or any other agreements or documents provided in connection therewith; (ii) intentional bad faith waste of the Property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note. Maker's obligation to indemnify the Holder hereof as aforesaid shall be recourse obligations of the Maker, and in the event of any breach of such obligations, the Holder shall have the right to proceed directly against the Maker to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

14. Severability.

If any provision of this Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination shall not affect any other provision of this instrument, and all other provisions hereof shall remain valid and in full force and effect.

15. Non-Waiver.

No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the Holder hereof of its right to subsequently demand such performance or to exercise any remedies for any Default hereunder. Further, in order to be effective, any waiver of any of the Holder's rights and remedies hereunder shall be expressed in a writing signed by a duly appointed representative of the Holder hereof. Further, waiver by the Holder hereof of any right hereunder shall not constitute a waiver of any other right, including, but not limited to, the right to exercise any and all remedies for a different or subsequent event of Default hereunder.

[Signatures on Following Page]

REPLACEMENT EXHIBIT J

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MAKER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its sole member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

REPLACEMENT EXHIBIT J

J-7

REPLACEMENT EXHIBIT L
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Project Budget
(on following pages)

Lincoln Avenue ApartmentsC&C Development/Riverside Charitable Corporation
Version: Pre-Construction Closing

Page 1 of 12

Revised: 9/5/2024

SOURCES OF FUNDS**PERMANENT SOURCES**

| | Amount | Lien Position | Total Interest | Term (Yrs) | Comments |
|------------------------------------|---------------------|------------------|-------------------|------------|--|
| Citi Tax-Exempt Loan | \$9,663,841 | 1 | 6.00% | 40 | Loan matures 21 years after Const. Closing |
| Orange County HCD - 10 SNHP/1 MHSA | \$1,759,040 | 2 | 3.00% | 55 | SNHP - \$1,574,810/ MHSA- \$184,230 |
| Orange County HCD - PSH Loan | \$1,200,000 | 3 | 3.00% | 55 | 12 ARPA Units (\$100,000/unit) |
| City of Buena Park Land Loan | \$3,850,000 | 4 | 0.50% | 55 | |
| City of Buena Park Dev. Loan | \$1,000,000 | 5 | 0.50% | 55 | 100% Local Funds |
| County Housing Finance Trust | \$1,154,290 | 6 | 3.00% | 55 | 2 MHSA units and 8 non-MHSA units. |
| CalOptima Grant/MGP Loan | \$8,000,000 | 7 | | | |
| Deferred Developer Fee | \$2,100,000 | | | | |
| Refunded Performance Deposit | \$750,000 | | | | |
| General Partner Equity | \$100 | | | | |
| Limited Partner Equity | \$13,152,955 | | | | Credit Price: \$0.9200 |
| TOTAL | \$42,630,226 | | | | |
| vs. TDC | \$42,630,226 | | | | |
| Financing Surplus/(Gap) | \$0 | | | | |

CONSTRUCTION SOURCES

| | Amount | Lien Position | Total Interest | Term (Mnts) | Comments |
|---------------------------------------|---------------------|------------------|-------------------|-------------|--|
| Tax Exempt Const. Loan | \$20,600,000 | 1 | 8.52% | 36 | Bonds sized at 51.8% of Aggregate Basis |
| Orange County HCD - 10 SNHP/1 MHSA | \$1,759,040 | 2 | 3.00% | 36 | |
| City of Buena Park Land Loan | \$3,850,000 | 3 | 0.50% | 36 | |
| City of Buena Park Dev. Loan | \$1,000,000 | 4 | 0.50% | 36 | |
| County Housing Finance Trust | \$1,154,290 | 5 | 3.00% | 36 | |
| CalOptima Grant/MGP Loan | \$8,000,000 | 6 | | | |
| Deferred Developer Fee | \$2,100,000 | | | | |
| General Partner Equity | \$100 | | | | |
| Limited Partner Equity | \$1,815,296 | | | | 13.8% of Total Equity. |
| Dev. Fee Deferred Until Completion | \$2,000,000 | | | | |
| Other Costs Deferred Until Completion | \$351,500 | | | | Refer to Development Budget for Details. |
| TOTAL | \$42,630,226 | | | | |
| vs. TDC | \$42,630,226 | | | | |
| Financing Surplus/(Gap) | \$0 | | | | |

Lincoln Avenue ApartmentsC&C Development/Riverside Charitable Corporation
Version: Pre-Construction Closing

Page 2 of 12

Revised: 9/5/2024

DEVELOPMENT BUDGET

| Item | Total Project Costs | Depreciable Residential | Non - Depreciable | Amortize | Expense | Construction / Rehab Basis | Aggregate Basis |
|--|---------------------|-------------------------|--------------------|------------------|--------------------|----------------------------|---------------------|
| ACQUISITION | | | | | | | |
| Land | \$3,850,000 | \$0 | \$3,850,000 | | | | \$3,850,000 |
| Demolition | \$173,000 | \$0 | \$173,000 | | | | \$173,000 |
| Subtotal Acquisition | \$4,023,000 | \$0 | \$4,023,000 | \$0 | \$0 | \$0 | \$4,023,000 |
| CONSTRUCTION | | | | | | | |
| Residential Structures | \$14,542,437 | \$14,542,437 | | | | \$14,542,437 | \$14,542,437 |
| Offsite Improvement | \$232,000 | \$232,000 | | | | \$232,000 | \$232,000 |
| On-Site Improvement | \$1,168,000 | \$1,168,000 | | | | \$1,168,000 | \$1,168,000 |
| Prevailing Wages | \$5,012,268 | \$5,012,268 | | | | \$5,012,268 | \$5,012,268 |
| General Requirement | \$1,267,662 | \$1,267,662 | | | | \$1,267,662 | \$1,267,662 |
| GC Overhead | \$447,907 | \$447,907 | | | | \$447,907 | \$447,907 |
| Contractor Profit | \$1,343,722 | \$1,343,722 | | | | \$1,343,722 | \$1,343,722 |
| Builder's Risk & Liability Insurance | \$670,000 | \$670,000 | | | | \$670,000 | \$670,000 |
| Construction Contingency | \$1,567,178 | \$1,567,178 | | | | \$1,567,178 | \$1,567,178 |
| Subtotal Construction | \$26,251,174 | \$26,251,174 | \$0 | \$0 | \$0 | \$26,251,174 | \$26,251,174 |
| SOFT COSTS | | | | | | | |
| Local Development Impact Fees | \$800,450 | \$800,450 | | | | \$800,450 | \$800,450 |
| Local Permit Processing Fees | \$350,000 | \$350,000 | | | | \$350,000 | \$350,000 |
| Environmental Studies | \$98,191 | \$0 | \$98,191 | | | \$0 | \$0 |
| Appraisal & Market Study | \$25,000 | \$17,500 | \$7,500 | | | \$17,500 | \$17,500 |
| Engineering | \$350,000 | \$350,000 | | | | \$350,000 | \$350,000 |
| Architectural Design & Supervision | \$650,824 | \$650,824 | | | | \$650,824 | \$650,824 |
| Legal - Construction | \$120,000 | \$120,000 | | | | \$120,000 | \$120,000 |
| Legal - Permanent | \$12,000 | \$0 | | \$12,000 | | \$0 | \$0 |
| Legal - Organization of Partnership | \$5,000 | \$0 | | \$5,000 | | \$0 | \$0 |
| Legal - Syndication | \$36,800 | \$0 | \$36,800 | | | \$0 | \$0 |
| Title/Recording/Escrow - Construction | \$60,000 | \$60,000 | | | | \$60,000 | \$60,000 |
| Refundable Performance Deposit | \$750,000 | \$0 | \$750,000 | | | \$0 | \$0 |
| Const. Loan Interest | \$2,761,202 | \$1,758,933 | | \$1,002,269 | | \$1,758,933 | \$1,758,933 |
| Marketing (lease-up, Advertisement, Setup) | \$81,000 | \$0 | | \$81,000 | | \$0 | \$0 |
| Construction Inspection | \$15,000 | \$15,000 | | | | \$15,000 | \$15,000 |
| Furnishings (Common Area) | \$55,000 | \$55,000 | | | | \$55,000 | \$55,000 |
| Furnishings (SNHP Units) | \$45,000 | \$45,000 | | | | \$45,000 | \$45,000 |
| Real Estate Taxes | \$115,663 | \$84,820 | \$30,843 | | | \$84,820 | \$84,820 |
| TCAC App/Allocation - (Mont. Fee Below) | \$16,298 | \$0 | | \$16,298 | | \$0 | \$0 |
| Soft Cost Contingency | \$334,786 | \$294,786 | \$40,000 | | | \$294,786 | \$294,786 |
| Investor Due Diligence | \$60,000 | \$0 | \$60,000 | | | \$0 | \$0 |
| Audit/Cost Certification | \$30,000 | \$0 | | \$30,000 | | \$0 | \$0 |
| Orange County Initial Set-up Fee | \$500 | \$0 | | \$500 | | \$0 | \$0 |
| Developer Fee (Overhead)* | \$1,150,000 | \$1,150,000 | | | | \$1,150,000 | \$1,150,000 |
| Developer Fee (Profit)* | \$3,450,000 | \$3,450,000 | | | | \$3,450,000 | \$3,450,000 |
| Subtotal Soft Costs | \$11,372,714 | \$9,202,313 | \$1,023,334 | \$33,298 | \$1,113,769 | \$9,202,313 | \$9,202,313 |
| COSTS DEFERRED UNTIL CONVERSION | | | | | | | |
| Perm Conversion Fee | \$10,000 | \$0 | \$10,000 | | | \$0 | \$0 |
| Title/Recording/Escrow - Permanent | \$20,000 | \$0 | | \$20,000 | | \$0 | \$0 |
| Operating Reserve | \$283,700 | \$0 | \$283,700 | | | \$0 | \$0 |
| TCAC Monitoring Fee | \$37,800 | \$0 | | \$37,800 | | \$0 | \$0 |
| Subtotal Deferred Costs | \$351,500 | \$0 | \$293,700 | \$57,800 | \$0 | \$0 | \$0 |
| FINANCING COSTS | | | | | | | |
| Issuer Origination Fee (OMFA) | \$38,625 | \$0 | | \$38,625 | | \$0 | \$0 |
| Issuer Counsel | \$7,500 | \$0 | | \$7,500 | | \$0 | \$0 |
| Bond Counsel | \$55,000 | \$0 | | \$55,000 | | \$0 | \$0 |
| Constr. Lender Orig. Fees | \$206,000 | \$206,000 | | | | \$206,000 | \$206,000 |
| Constr. Lender Expense | \$11,875 | \$11,875 | | | | \$11,875 | \$11,875 |
| Constr. Lender Legal | \$75,000 | \$75,000 | | | | \$75,000 | \$75,000 |
| Perm Lender Orig. Fees | \$96,638 | | | \$96,638 | | \$0 | \$0 |
| Perm Lender Application Fee | \$25,000 | | | \$25,000 | | \$0 | \$0 |
| Perm Lender Legal | \$75,000 | | | \$75,000 | | \$0 | \$0 |
| CDIAC Fee | \$7,210 | \$0 | | \$7,210 | | \$0 | \$0 |
| CDIAC Fee | \$3,090 | \$0 | | \$3,090 | | \$0 | \$0 |
| Issuer Fee During Construction | \$30,900 | \$0 | | \$30,900 | | \$0 | \$0 |
| Subtotal Financing Costs | \$631,838 | \$292,875 | \$0 | \$338,963 | \$0 | \$292,875 | \$292,875 |
| TOTAL DEVELOPMENT COST | \$42,630,226 | \$35,746,362 | \$5,340,034 | \$430,061 | \$1,113,769 | \$35,746,362 | \$39,769,362 |

* Developer Fee temporarily locked to maintain underwriting consistency throughout construction closing

240905 Lincoln Ave_Pre-Const Closing.xlsx

REPLACEMENT EXHIBIT L
L-3

1603\46\3822953.4

**AFFORDABLE HOUSING DISPOSITION
AND DEVELOPMENT AGREEMENT
(Lincoln Avenue Apartments)**

between

**THE CITY OF BUENA PARK,
a California municipal corporation**

and

**C & C DEVELOPMENT CO., LLC,
a California limited liability company**

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This AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is dated as of August 24, 2021 (“**Date of Agreement**”), for reference purposes only, and is entered into by and between the City of Buena Park, a California municipal corporation and charter city (“**City**”), and C & C DEVELOPMENT CO., LLC a California limited liability company (“**C&C**” or “**Developer**”). The City and the Developer are sometimes referred to in this Agreement individually as a “**Party**,” or jointly, as the “**Parties**.”

RECITALS

This Agreement is entered into with reference to the following recitals of fact (“**Recitals**”) that City and Developer believe to be true as of the Effective Date of this Agreement:

A. The City is the owner of that certain real property located at 7101 Lincoln Avenue, City of Buena Park, California 90620 (Orange County Assessor Parcel No. 135-192-50), comprised of approximately 1.35 acres and more specifically described in Exhibit A attached hereto and incorporated herein by this reference (“**Property**”). The Property was purchased in October 2018 by the City in its capacity as “housing successor” of the former Buena Park Redevelopment Agency (Health & Safety Code § 34176), and paid for with low-and-moderate income housing funds (“**LMIHF**”) in the amount of THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000.00) such that the Property, or proceeds from the sale of the Property, must be used for the development of housing affordable to and occupied low-or-moderate income households. (Health & Safety Code § 34176.1.)

B. Developer has expressed an interest in acquiring the Property from the City, demolishing the existing vacant commercial building, and developing the Property with a 55-unit affordable apartment complex. Developer represents that, by and through its principals and employees, it has the requisite knowledge and experience to do so.

C. The Parties, having engaged in good-faith negotiations regarding Developer’s proposed acquisition and development of the Property, now desire to memorialize the terms and conditions by which the City will sell the Property to Developer at fair-market-value, the City will provide Developer a loan equal to the purchase price of the Property for financial support, the City will provide a second loan for development of the Project (as defined in Section 1.1.58), and in consideration Developer will secure necessary gap funding and develop the Property with, and subsequently maintain the affordability of, the rental units created by the Project for fifty-five (55) years.

D. The City Council for the City of Buena Park finds and declares, and Developer consents and agrees, based upon all evidenced presented to the City Council in connection with its consideration of this Agreement, including but not limited to staff reports, presentations, public testimony, and plans and specifications for the Project, that:

1) The Developer’s proposed acquisition of the Property and subsequent construction and completion of the Project on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City’s taxpayers and residents, and is in accordance with the public purposes set forth in applicable law, including but

not limited the use and disposition of LMIHF and other “housing assets” of the former Buena Park Redevelopment Agency.

2) Implementation of this Agreement will further and is consistent with the goals and objectives of the City’s general plan by promoting development of affordable housing on a site identified by the City as appropriate for low income housing, and the Project will provide new housing for low, very-low and extremely-low income households furthering the City’s Regional Housing Needs Assessment (RHNA) obligation.

3) This Agreement furthers and serves an overriding public interest by addressing the shortage of affordable housing in the community through the creation of fifty-five (55) affordable rental units, together with the provision of supportive housing services, and strict adherence to the land use limitations of the Buena Park Zoning Code would frustrate this public interest.

4) The Property may be used for affordable housing, and this use of the Property is in the City’s best interest, such that pursuant to Section 34364 of the Government Code the City may, notwithstanding any provision of law, sell, convey, or otherwise dispose of the Property to Developer for the provision of affordable housing on the terms and conditions the City deems best suited to the provision of such housing.

5) Approval of this Agreement is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15194 (Affordable Housing Exemption) of the Guidelines for implementation of the California Environmental Quality Act (“Guidelines”).

E. The Parties desire to enter into this Agreement for purposes of memorializing their respective obligations relative to the Property and Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I.

DEFINITIONS; REPRESENTATIONS AND WARRANTIES;

EFFECTIVE DATE

Section 1.1 Definitions. All initially capitalized terms not otherwise defined in this Agreement shall have the following meanings:

Section 1.1.1 “Additional Insureds” has the meaning ascribed to such term in Section 5.4.

Section 1.1.2 “Affiliate” means and refers to any person or entity, directly or indirectly, through one or more intermediaries, Controlling or Controlled by or under common Control with the applicable person or entity, whether by direct or indirect ownership of equity interests, by contract or otherwise.

Section 1.1.3 “Agreement” means this Affordable Housing Disposition and Development Agreement between the City and the Developer.

Section 1.1.4 “C&C” means C & C Development Co., LLC, a California limited liability company, and its successors and assigns that are permitted by this Agreement.

Section 1.1.5 “CalHFA” means the California Housing Finance Agency or successor in function.

Section 1.1.6 “CDLAC” means the California Debt Limitation Allocation Committee or successor in function.

Section 1.1.7 “Certificate of Completion” means the written certification of City that the construction of the Project has been completed in compliance with the terms and conditions of this Agreement, substantially in the form of Exhibit G attached to this Agreement.

Section 1.1.8 “City” means the City of Buena Park, California, a California municipal corporation.

Section 1.1.9 “City Manager” means the City Manager of the City or his or her designee or successor in function.

Section 1.1.10 “City Requirements” has the meaning ascribed to the term in Section 2.6.1.

Section 1.1.11 “City’s Title Notice Response” means the written response of the City to the Developer’s Title Notice, in which the City either (i) elects to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer’s Title Notice, or (ii) elects not to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer’s Title Notice.

Section 1.1.12 “Close of Escrow” or “Closing” means the recording of the Grant Deed for the Property in the official records of the Recorder of the County, and completion of each of the actions set forth in ARTICLE III by the Escrow Holder for the City to sell the Property to the Developer and the Developer to purchase the Property from the City.

Section 1.1.13 “Completion of Construction” means the issuance of a Certificate of Completion confirming that the final certificate of occupancy for the Project, based on the Entitlements approved by the City, has been issued, and which shall occur in the time set forth in the Schedule of Performance in Exhibit C.

Section 1.1.14 “Construction Contract” means and refers to a contract between Developer, and a general contractor selected by Developer, that provides for the contractor’s construction and development of the Project on the Property in accordance with this Agreement and the Entitlements.

Section 1.1.15 “Construction Financing” means one or more loans Developer shall obtain from one or more Institutional Lenders, which may be funded from TEBs, the proceeds of which shall be used and applied to pay the reasonable costs of obtaining such or loan(s) plus either: (a) the Project Costs; or (b) to refinance only the outstanding amount owed under a prior loan obtained by Developer to finance the amount described in “(a)” of this Section 1.1.15 (without any other amounts). If applicable, any such loan(s) obtained by Developer shall provide for normal and customary disbursement controls for the payment of Project Costs and may include normal and customary fees and expenses for loan(s) of similar size and purpose. The Construction Financing is set forth in the Project Budget.

Section 1.1.16 “Construction Financing Documents” means the various documents and instruments entered into by Developer in connection with the TEBs, if any, and made by and between Developer and one or more Institutional Lenders, that evidence or perfect the Construction Financing or the security for repayment of the Construction Financing, including any associated Security Instrument.

Section 1.1.17 “Control” means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

Section 1.1.18 “Controlling” and “Controlled” mean and refer to exercising or having Control.

Section 1.1.19 “County” means the County of Orange, California.

Section 1.1.20 “County Loan” means any loan(s) that Developer may obtain from the County for financing of the Project, with terms requiring any interest and principal due annually from residual receipts and all principal and accrued interest to be due and payable due fifty-five (55) years after the date of the recordation of the Certificate of Completion, and which may be secured by a Permitted Security Instrument that is junior in lien priority to the Deed of Trust.

Section 1.1.21 “Deed of Trust” means the Deed of Trust made by Developer for the benefit of City in substantially the form of Exhibit I attached to this Agreement, which pledges the Property as collateral to secure repayment of the Land Loan and the Project Loan.

Section 1.1.22 “Developer” means C & C Development Co., LLC, a California limited liability company, and its successors and assigns that are permitted by this Agreement.

Section 1.1.23 “Developer’s Title Notice” means a written notice from the Developer to the City indicating the Developer’s objection to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property, describing in suitable detail the actions that the Developer reasonably believes are indicated to cure or correct each of the Developer’s objections, other than the Permitted Exceptions.

Section 1.1.24 “Due Diligence Investigations” means the Developer’s due diligence investigations of the Property to determine the suitability of the Property for development

and operation of the Project, including, without limitation, investigations of the environmental and geotechnical suitability of the Property, as deemed appropriate in the reasonable discretion of the Developer, all at the sole cost and expense of the Developer.

Section 1.1.25 “Due Diligence Investigation Rejection Notice” means a written notice of the Developer delivered to the City and the Escrow Holder, prior to the end of the Due Diligence Period, indicating the Developer’s rejection of the condition of the Property and refusal to accept a conveyance of fee title to the Property, describing in reasonable detail the actions that the Developer reasonably believes are indicated to allow the Developer to accept the condition of the Property.

Section 1.1.26 “Due Diligence Period” means the date commencing on the Effective Date and ending at 5:00 p.m. on the ninetieth (90th) day following the Effective Date.

Section 1.1.27 “Effective Date” has the meaning ascribed to the term in Section 1.2.3.

Section 1.1.28 “Entitlements” has the meaning ascribed to the term in Section 2.6.2.

Section 1.1.29 “Environmental Claims” has the meaning ascribed to the term in Section 5.3.

Section 1.1.30 “Environmental Laws” means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”) [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“**RCRA**”) [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“**FWPCA**”) [33 USC Section 1251 et seq.]; the Toxic Substances Control Act (“**TSCA**”) [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act (“**HTMA**”) [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.]; the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute,

ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Section 1.1.31 “Environmental Matters” has the meaning ascribed to the term in Section 5.3.

Section 1.1.32 “Escrow” has the meaning ascribed to the term in Section 2.1.

Section 1.1.33 “Escrow Closing Date” means, subject to extension due to Unavoidable Delay, the later of: (a) the fifth (5th) business day following the Escrow Holder’s receipt of written confirmation from both City and Developer of the satisfaction or waiver of all conditions precedent to the Close of Escrow; or (b) the date by which TEBs for the Project close as set forth in Developer’s receipt of written confirmation from CDLAC of the allocation of TEBs for the Project; or alternatively, if TEBs are not issued, the date on which Construction Financing for the Project closes. The Escrow Closing Date shall occur no later than one hundred ninety five (195) days after an allocation of TEBs and reservation of Tax Credits for the Project, but in no event shall the Escrow Closing Date occur later than December 31, 2023, unless extended in writing upon the mutual consent of the parties.

Section 1.1.34 “Escrow Holder” means Ticor Title Company of California, through its office located at 1500 Quail Street, 3rd Floor, Newport Beach, CA 92660, or such other escrow holder mutually agreed upon in writing by both City and Developer.

Section 1.1.35 “Escrow Opening Date” has the meaning ascribed to the term in Section 3.1.

Section 1.1.36 “Event of Default” has the meaning ascribed to the term in Section 7.1.

Section 1.1.37 “FIRPTA Affidavit” means an affidavit complying with Section 1445 of the United States Internal Revenue Code.

Section 1.1.38 “Governmental Agency” means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

Section 1.1.39 “Governmental Requirements” means all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency with jurisdiction over or applicable to the Property and/or Project.

Section 1.1.40 “Grant Deed” means a deed in the form of Exhibit D to this Agreement, conveying the City’s ownership interest in the Property to the Developer.

Section 1.1.41 “Hazardous Substances” means, without implied limitation, substances defined as “hazardous substances,” “hazardous material,” “toxic substance,” “solid

waste,” or “pollutant or contaminate” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the TSCA; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor authority, as hazardous substances [40 CFR Part 302]; and those substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code or, as “hazardous substances” in Section 25316 of the California Health and Safety Code; other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum products, and substances designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317. Notwithstanding the foregoing, “Hazardous Substances” shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner generally used in other comparable residential developments, or substances commonly ingested by a significant population living within the Project including, without limitation, alcohol, aspirin, tobacco and saccharine.

Section 1.1.42 “Indemnified Parties” has the meaning ascribed to the term in Section 5.3.

Section 1.1.43 “Institutional Lender” means any of the following: (a) a bank (State, Federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (State or Federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), Federal, State or local governmental agency regularly making or guaranteeing mortgage loans, investment bank or a subsidiary of a Fortune 500 company; or (b) any person or entity that is an Affiliate of or is a combination of any one or more of the persons or entities described in “(a)” of this Section.

Section 1.1.44 “Land Loan” means the loan from the City to the Developer in an amount equal to THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$3,850,000), which is the appraised value established by Kinetic Valuation Group, Inc., real estate appraisers, in an appraisal report effective as of May 19, 2020 and dated as of June 1, 2020, and which is equal to the Purchase Price for the Property. The Land Loan is made by City to finance Developer’s acquisition of the Property, and shall be repaid by Developer pursuant to the terms of the Land Note.

Section 1.1.45 “Land Note” means the promissory note made by Developer in favor of City in substantially the form of Exhibit J attached to this Agreement evidencing the Land Loan.

Section 1.1.46 “Lender” means the holder of any Security Instrument and its successors and assigns.

Section 1.1.47 “Notice of Agreement” means the notice in the form of Exhibit E to this Agreement to be recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

Section 1.1.48 “NPLH Loan” means the “No Place Like Home” loan from the California Department of Housing and Community Development which Developer intends to apply for should the Project not receive California state low income housing tax credits or other anticipated sources of funding for the Project. If applicable, the NPLH Loan shall be a Senior Loan if and to the extent required by applicable laws and regulations.

Section 1.1.49 “Parties” means, collectively, the City and the Developer.

Section 1.1.50 “Party” means, individually, the City or the Developer, as applicable.

Section 1.1.51 “PCO Statement” means a preliminary change of ownership statement provided for in California Revenue and Taxation Code Section 480.3.

Section 1.1.52 “Permanent Loan” any loan that the Developer obtains from an Institutional Lender, the proceeds of which are to be used and applied solely to pay: (1) the reasonable costs of obtaining such loan; (2) the then current outstanding principal and interest under any Construction Financing; and (3) any reasonable and customary fees or charges of the Institutional Lender, as applicable, providing the Construction Financing relating to pay-off of the Construction Financing. The Permanent Loans are set forth in the Project Budget.

Section 1.1.53 “Permitted Exceptions” means (i) any and all items shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that the Developer accepts, pursuant to Section 2.4; (ii) any exceptions from coverage under the proposed Title Policy; (iii) non-delinquent property taxes and assessments; (iv) this Agreement; (v) the Grant Deed; (vi) the Notice of Agreement; (vii) the Regulatory Agreement; (viii) the Deed of Trust; (ix) any Permitted Security Instrument; (x) the TCAC Regulatory Agreement; (xi) any agreement restricting occupancy and rents of the Project required by the TEBs or an Institutional Lender, as applicable, or the Subordinate Loan Lender; (xii) any encumbrance recorded against the Property with Developer’s consent or as a result of the activities of Developer; and (xiii) any other document or encumbrance expressly required or allowed to be recorded against the Property or the Project under the terms of this Agreement.

Section 1.1.54 “Permitted Security Instrument” means any Security Instrument: (a) that encumbers only the Property or any interest in the Property; (b) that is a requirement of the TEBs or held by a Lender that is an Institutional Lender, subject to the jurisdiction of the courts of the State, not immune from suit and cannot elect to be immune from suit; and (c) only secures: (i) the repayment of money used to pay or reimburse the Project Costs; (ii) a bona fide Permanent Loan; (iii) a delivery assurance fee regarding a Permanent Loan that is refundable to Developer at the close of the Permanent Loan; or (iv) any Refinancing. The deeds of trust securing the County Loan, SNHP Loan and NPLH Loan, if applicable, are Permitted Security Instruments. Promptly after execution, Developer shall promptly delivery a copy of any Security Instrument to the City, with the Lender’s name and notice address.

Section 1.1.55 “Permitted Transfer” means any of the following types of Transfer by Developer, which unless otherwise provided do not require the City’s prior written approval, but which shall be subject to the person or entity to which such Transfer is made expressly and unconditionally assuming in a written assignment and assumption agreement between such person or entity, Developer and City that is in a form reasonably acceptable to City (as evidenced by execution of such assignment and assumption agreement by the City Manager), all obligations of Developer under this Agreement:

1.1.55.1 Any Transfer pursuant to a Permitted Security Instrument as collateral for the TEBs pursuant to a Permitted Security Instrument and collateral for the TEBs.

1.1.55.2 Any Transfer to Institutional Lender: (1) pursuant to a Permitted Security Instrument as collateral for bona fide Construction Financing to pay all or any part of the Project Costs; or (2) pursuant to a Permitted Security Instrument as collateral for a bona fide Permanent Loan.

1.1.55.3 Any Transfer directly resulting from the foreclosure or deed in lieu of foreclosure of a Permitted Security Instrument for a loan from an Institutional Lender to the Project or as otherwise permitted under Section 6.5.7.

1.1.55.4 Any Transfer of stock or equity in the Party that does not change management or operational Control of the Project, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

1.1.55.5 The lease of residential units in the Project consistent with the Regulatory Agreement.

1.1.55.6 Any Transfer of this Agreement and the Property to a limited liability company in which C&C is a majority member and a manager.

1.1.55.7 Any Transfer of this Agreement and the Property to a limited partnership in which a general partner is an Affiliate of C&C and the managing general partner is a 501(c)(3) tax exempt nonprofit corporation or its Affiliate.

1.1.55.8 The Transfer and sale of limited partnership interests in Developer while the Developer is in the form of a limited partnership.

1.1.55.9 In the event that any general partner of the Developer, while the Developer is in the form of a limited partnership, is removed by the limited partner of such limited partnership for cause following default under the partnership agreement, the Transfer of the general partner interest to a 501(c)(3) tax exempt nonprofit corporation or its Affiliate selected by the limited partner and approved by the City, which approval shall not be withheld unreasonably, delayed or conditioned.

1.1.55.10 The Transfer of the Project from Developer, while the Developer is in the form of a limited partnership, to one or more of the general partners of the Developer or their Affiliates at the end of the tax credit compliance period for the Project; and

1.1.55.11 Any dilution of a general partner's interest in the Developer while the Developer is in the form of a limited partnership, in accordance with the Developer's limited partnership agreement.

Section 1.1.56 "Plans and Specifications" has the meaning ascribed to the term in Section 2.6.1.

Section 1.1.57 "Preliminary Report" means a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by legible copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy. The Parties acknowledge that they may prepare one (1) or more Preliminary Reports for each parcel, or group of parcels, comprising the Property. In such case, all reports, notices, and objection letters which pertain to the Preliminary Report for the entirety of the Property shall apply separately to each Preliminary Report associated with a parcel or a group of parcels.

Section 1.1.58 "Project" means the construction and development of the Property with a fifty-five (55) unit, three (3) story, rental multi-family housing development that is affordable to households earning less than 70% of AMI for the region, excluding the manager's unit, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, and other improvements as specifically described in the Scope of Development, and all to be developed in accordance with the Plans and Specifications approved by the City through the Entitlements, and any conditions imposed by the City in its approval of the Entitlements.

Section 1.1.59 "Project Budget" means the Project Costs and anticipated sources of funds to pay the Project Costs as set forth in the Project pro forma set forth in Exhibit M, as may be modified from time to time pursuant to Section 6.2.

Section 1.1.60 "Project Commencement Date" means no later than the date thirty (30) days after the date that Developer is required to issue the TEBs for the Project as set forth in the written notice from CDLAC of the allocation of the TEBs for the Project, as may be modified by CDLAC. The Project Commencement Date is further described and defined in the Schedule of Performance in Exhibit C, including the applicable Project Commencement Date should TEBs not issue for the Project.

Section 1.1.61 "Project Completion Date" means that date set forth therefor by which a Certificate of Completion shall be issued for the Project, as more particularly provided in the Schedule of Performance. The Project Completion Date shall be no later than the date which is twenty-one (21) months after the Close of Escrow, subject to Unavoidable Delay.

Section 1.1.62 "Project Costs" means all of the Developer's costs actually incurred for acquisition of the Property and development and construction of the Project.

Section 1.1.63 “Project Loan” means a loan of One Million Dollars (\$1,000,000.00) made by City to Developer to finance the improvements for the Project, the proceeds of which shall be used and repaid by Developer pursuant to the terms of the Project Note.

Section 1.1.64 “Project Note” means a promissory note made by Developer in favor of the City in substantially the form of Exhibit K attached to this Agreement evidencing the Project Loan.

Section 1.1.65 “Property” means that real property, and all current and future improvements thereon (including, without implied limitation, the Project), legally described in Exhibit A.

Section 1.1.66 “Property Transfer” means and refers to any “change in ownership,” as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

Section 1.1.67 “Purchase Price” means the purchase price for the Property in the amount of THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$3,850,000.00).

Section 1.1.68 “Record”, “recorded”, “recording” or “recordation” each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of Orange, California.

Section 1.1.69 “Refinancing” means any loan secured by a Permitted Security Instrument that the Developer obtains from an Institutional Lender subsequent to recordation of the Permanent Loan for any of the following purposes: (1) to pay off all or a portion of an existing loan secured by a Permitted Security Instrument where the Lender providing the new loan will disburse loan proceeds to or on behalf of Developer exceeding the amount of principal and interest under the existing loan being paid plus the amount of any reasonable and customary fees and costs associated with obtaining such new loan that are actually paid by Developer and not rebated or refunded to Developer; (2) disbursing funds to or on behalf of Developer without paying off any existing loan secured by a Permitted Security Instrument; or (3) any loan extension, modification or equivalent regarding an existing loan to Developer secured by a Permitted Security Instrument that results in the Lender of the existing loan disbursing additional loan proceeds to or on behalf of Developer in excess of the original principal amount of the loan.

Section 1.1.70 “Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants, Conditions and Restrictions Restricting the Use of Property for Affordable Housing in substantially the form of Exhibit H attached to this Agreement, which shall be recorded against the Property in its entirety as a condition for the Close of Escrow.

Section 1.1.71 “Schedule of Performance” means the schedule for the performance of certain actions by the Parties pursuant to this Agreement, attached to this Agreement as Exhibit C.

Section 1.1.72 “Scope of Development” means the detailed description of the Project attached to this Agreement as Exhibit B.

Section 1.1.73 “Security Instrument” means any security instrument, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant real property (including leasehold) security for any obligation (including a purchase-money or other promissory note) encumbering the Property, as entered into, renewed, modified, consolidated, increased, decreased, amended, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until paid, satisfied, and discharged of record. If two or more such security instruments are consolidated or restated as a single lien or held by the same Lender (as applicable), then all such security instruments so consolidated or restated shall constitute a single Security Instrument. A participation interest in a security instrument (or partial assignment of the secured loan) does not itself constitute a Security Instrument.

Section 1.1.74 “Senior” means, referring to multiple Security Instruments, the Security Instrument that is most senior in lien of the same type. Where Senior is used as a comparative term as against any specified Security Instrument, such term refers to any Security Instrument of the same type that is senior in lien to such specified Security Instrument. If only one Security Instrument of a particular type exists, then it shall be deemed the Senior Security Instrument of such type.

Section 1.1.75 “Senior Loan” has the meaning as set forth in Section 2.2.3.

Section 1.1.76 “SNHP Loan” means that certain loan from CalHFA through the County of Local Government Special Needs Housing Program (SNHP) funds in the original principal amount of approximately \$1,575,000 for construction and permanent financing of the Project, with any interest and principal due annually from residual receipts and all principal and accrued interest due fifty-five (55) years after the date of the recordation of the Certificate of Completion, and which is secured by a Permitted Security Instrument junior in lien priority to the Deed of Trust

Section 1.1.77 “State” means the State of California.

Section 1.1.78 “Subordinate Loan” means the SNHP Loan, the County Loan (if any), and any loan approved through revisions to the Project Budget by the City Manager pursuant to Section 6.2, and which is secured by a Permitted Security Instrument junior in lien priority to the Deed of Trust.

Section 1.1.79 “Tax Credit Equity” means the equity investment toward the cost of development and construction of the Project contributed to the Developer (when in the form of a limited partnership) by the Tax Credit Investor, in the amount set forth in the Project Budget.

Section 1.1.80 “Tax Credit Investor” means the limited partner in Developer (when in the form of a limited partnership) that provides the Tax Credit Equity for the development and construction of the Project.

Section 1.1.81 “Tax Credits” means an allocation from TCAC of four percent (4%) federal low income housing tax credits to finance a portion of the Project Costs, all in accordance with Section 42 of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations.

Section 1.1.82 “TCAC” means the California Tax Credit Allocation Committee or successor in function.

Section 1.1.83 “TCAC Regulatory Agreement” means the regulatory agreement required to be recorded against the Property by TCAC to obtain the Tax Credits, which the parties currently anticipate will restrict occupancy and rent of 14 of the residential units in the Project to 30% of AMI for the County, 11 of the residential units in the Project to 40% of AMI for the County, 4 of the residential units in the Project to 50% of AMI for the County, 18 of the residential units in the Project to 60% of AMI for the County, and 7 of the residential units in the Project to 70% of AMI for the County as defined by TCAC.

Section 1.1.84 “TEBs” means tax-exempt bonds that may be allocated to the Project, the proceeds of which shall be Construction Financing.

Section 1.1.85 “Title Company” means Ticor Title Company of California, through its office located at 1500 Quail Street, 3rd Floor, Newport Beach, CA 92660, or such other title company mutually agreed upon in writing by both City and Developer

Section 1.1.86 “Title Policy” means a standard CLTA owners’ policy of title insurance issued by the Title Company, with coverage in the full amount of the Purchase Price and insuring fee title to the Property, subject only to the Permitted Exceptions. However, at Developer’s option, Developer may acquire an ALTA extended coverage policy. City shall pay for the standard CLTA policy. Developer shall pay for any additional or ALTA extended coverage policy.

Section 1.1.87 “Transfer” means any of the following:

1.1.87.1 Any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); or

1.1.87.2 Any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect equity interest(s) in the owner of such property, right or obligation by the holders of such equity interest(s); or

1.1.87.3 Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or

1.1.87.4 Any Property Transfer; or

1.1.87.5 The recordation of any deed of trust, mortgage, lien or similar encumbrance against all or any portion of the Property or the Project.

Section 1.1.88 “Unavoidable Delay” means any delay that is caused by the exclusively by the other Party or that is beyond the control of the City or the Developer, including delay caused by strikes, acts of God, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, civil commotion, fire or similar causes, but excluding circumstances subject to Section 8.7.2.

Section 1.2 Representations and Warranties.

Section 1.2.1 City Representations and Warranties. The representations and warranties of City contained in this Section 1.2.1 are true and correct to the best knowledge and belief of the City as of the Effective Date. City’s liability for misrepresentation or breach of warranty, representation, or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. City hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by Developer has been made in material reliance by Developer on such covenants, representations, and warranties:

1.2.1.1 City is a California municipal corporation and charter city, duly formed and operating under the laws of the State of California and the Charter for the City of Buena Park. As a charter city, and as the designated “housing successor” of the former Buena Park Redevelopment Agency, City has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

1.2.1.2 The persons executing any instruments for or on behalf of City have been authorized to act on behalf of City and this Agreement is valid and enforceable against City in accordance with its terms and each instrument to be executed by City pursuant hereto or in connection therewith will, when executed, shall be valid and enforceable against City in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of and compliance with this Agreement by City.

1.2.1.3 City has taken all requisite action and obtained all requisite consents for agreements or matters to which City is a party in connection with entering into this Agreement and the instruments and documents referenced herein and in connection with the consummation of the transactions contemplated hereby.

1.2.1.4 The Property is a legally formed parcel in the approximate size of 1.35 acres.

1.2.1.5 If the City becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the City under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the City’s knowledge and/or belief as of a certain date, the City will give immediate written notice of such changed fact or circumstance to the Developer.

Section 1.2.2 Developer Representations and Warranties. The representations and warranties of Developer contained in this Section 1.2.2 are true and correct to the best

knowledge and belief of Developer as of the Effective Date. All representations and warranties contained in this Section 1.2.2 are true and correct as of the Effective Date. The Developer's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. The Developer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations and warranties:

1.2.2.1 The Developer is a California limited liability company, lawfully entitled to do business in the State of California and the City. The Developer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of the Developer hereby represent and warrant that such persons have the power, right and authority to bind the Developer.

1.2.2.2 The Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required for the Developer's authorization to enter into Agreement.

1.2.2.3 Developer has the knowledge, skill, expertise, and capacity to complete the Project in accordance with the requirements of this Agreement.

1.2.2.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which the Developer is a party or by which the Developer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to the Developer or to the Property.

1.2.2.5 This Agreement is, and all agreements, instruments and documents to be executed by the Developer pursuant to this Agreement shall be, duly executed by and shall be valid and legally binding upon the Developer and enforceable in accordance with their respective terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of in compliance with this Agreement by the Developer.

1.2.2.6 If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give immediate written notice of such changed fact or circumstance to the City.

Section 1.2.3 Effective Date. This Agreement is dated in the first paragraph for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("**Effective Date**"): (a) this Agreement is approved and executed by the

appropriate authorities of Developer and delivered to City; (b) Developer has delivered to City a certified copy of the official action taken by all of the entities comprising the Developer approving this Agreement, substantially in the form attached to this Agreement as Exhibit F; (c) following all legally required notices and hearings, this Agreement is approved by the City Council; and (d) this Agreement is executed by the authorized representatives of City.

Section 1.2.4 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the Exhibits is incorporated by this reference into the text of this Agreement.

| | |
|------------------|--------------------------------------|
| <u>Exhibit A</u> | Legal Description of Property |
| <u>Exhibit B</u> | Scope of Development |
| <u>Exhibit C</u> | Schedule of Performance |
| <u>Exhibit D</u> | Form of Grant Deed |
| <u>Exhibit E</u> | Form of Notice of Agreement |
| <u>Exhibit F</u> | Form of Official Action of Developer |
| <u>Exhibit G</u> | Form of Certificate of Completion |
| <u>Exhibit H</u> | Form of Regulatory Agreement |
| <u>Exhibit I</u> | Form of Deed of Trust |
| <u>Exhibit J</u> | Form of Land Note |
| <u>Exhibit K</u> | Form of Project Note |
| <u>Exhibit L</u> | Project Budget |

ARTICLE II.

PROPERTY DISPOSITION

Section 2.1 Purchase and Sale. In exchange for the Purchase Price and the Developer's other covenants and undertakings set forth herein, the City shall sell the Property to the Developer and the Developer shall purchase the Property from the City pursuant to the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale from the City to the Developer and the purchase by the Developer from the City of the Property pursuant to the terms of this Agreement, the City and the Developer agree to open an escrow ("**Escrow**") with the Escrow Holder. ARTICLE III of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for completion of the Escrow for the sale of the Property, as contemplated by this Agreement. The Developer and the City shall execute such further escrow instructions, consistent with the provisions of this Agreement, as may be reasonably requested by the Escrow Holder. In the event of any conflict between the provisions of this Agreement and any other escrow instructions requested by the Escrow Holder, the provisions of this Agreement shall control.

Section 2.2 Payment of Purchase Price.

Section 2.2.1 Land Note and Deed of Trust. The Developer shall pay the Purchase Price by depositing the Land Note and the Deed of Trust into the Escrow, at least one (1) business day preceding the Escrow Closing Date.

Section 2.2.2 Limited-Recourse. The Developer shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Land Note, the Project Note or the performance of the covenants of the Developer under the Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Land Note or the Project Note and defaults by Developer in the performance of its covenants under the Deed of Trust shall be to the Property, as described in the Deed of Trust.

Section 2.2.3 Subordination. The Deed of Trust, but not the Regulatory Agreement, shall be subordinated only to the following, subject to the written approval of the City Manager which shall not be unreasonably withheld: Construction Financing from Institutional Lenders (in each case, a “**Senior Loan**”) if subordination is required by the lender as a condition of the Senior Loan, and all of the proceeds of the proposed Senior Loan, less any transaction costs, are restricted for the payment of Project Costs; provided that the City agrees that in the event of a foreclosure by the Institutional Lender, the restrictions under the Regulatory Agreement will be permitted to float up so that the restricted units are affordable to households earning less than 80% of AMI for the region; provided that the City shall be given at least thirty (30) days advance written notice in advance of any foreclosure by the Institutional Lender, and have the first right (but not the obligation) to cure, acquire, and assume Developer’s rights and obligations under the Senior Loan in lieu of and to avoid a foreclosure and preserve the affordability requirements of the Regulatory Agreement.

Section 2.3 Eminent Domain. If any portion of the Property or any interest in any portion of the Property, becomes the subject of any eminent domain proceeding prior to Close of Escrow, other than such a proceeding by the City, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Governmental Agency, the City shall immediately give the Developer notice of such occurrence, and the Developer shall have the option, exercisable within ten (10) business days after receipt of such notice from the City, to either: (1) cancel the Escrow and terminate this Agreement and the Escrow, in which case the Parties and the Escrow Holder shall proceed in accordance with Section 3.10; or (2) continue with this Agreement in accordance with its terms, in which event the City shall assign to the Developer any right of the City to receive any condemnation award attributable to the Property.

Section 2.4 Title Approval. As soon as practicable following the Effective Date, the City shall obtain from Title Company the Preliminary Report and deliver a copy of the Preliminary Report to the Developer. Within thirty (30) days following the Developer’s receipt of a Preliminary Report for the entire Property, the Developer shall deliver the Developer’s Title Notice to the City. If the Developer fails to deliver the Developer’s Title Notice to the City within thirty (30) days following the Developer’s receipt of the Preliminary Report, the Developer will be deemed to approve the status of title to the Property. Within twenty (20) days following receipt by the City of Developer’s Title Notice, if any, the City shall serve City’s Title Notice Response. If the City does not serve City’s Title Notice Response, if necessary, within twenty (20) days following its receipt of Developer’s Title Notice, the City shall be deemed to elect not to remove any matter objected to in Developer’s Title Notice, if any, from the Preliminary Report. If the City elects in City’s Title Notice Response to cause the removal of any matter objected to in Developer’s Title Notice from the Preliminary Report, the City shall cause the removal of each such objectionable matter from the Preliminary Report within sixty (60) days following receipt by

the Developer of City's Title Notice Response or such other period of time that may be agreed to in writing by both the City and the Developer. If the City is unwilling or unable to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, then, within ten (10) days following the Developer's receipt of City's Title Notice Response stating that the City is unwilling to remove or cause the removal of any matter objected to in Developer's Title Notice or upon the expiration of the above sixty (60) day time period during which the City elected to remove such objectionable matters from the Preliminary Report and was unable to do so, the Developer may either (1) refuse to accept the title to and conveyance of the Property, in which case the Parties shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement without liability to either Party or any other person, by delivery of a written notice of termination to the Escrow Holder, or (2) be deemed to waive its objection to any items set forth in Developer's Title Notice.

Section 2.4.1 If at any time prior to the Close of Escrow the Title Company issues an updated Preliminary Report containing any previously undisclosed matter affecting title to the Property, or the City becomes aware of any previously undisclosed matter affecting title to the Property, following the delivery of the Developer's Title Notice, the City shall provide written notice to the Developer of such matter, together with any updated Preliminary Report related to such matter. The City and the Developer shall have such rights and obligations with respect to such previously undisclosed title matters as they did with respect to any title matters set forth in the original Preliminary Report as set forth in Section 2.4.

Section 2.4.2 Before exercising any right a Party may have under this Section 2.4 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable title matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable title matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such title matter unless such agreement is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving such title matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

Section 2.4.3 The City agrees not to place any matters of record against the Property (other than Permitted Exceptions and any matters arising from City's issuance or exercise of any remedy related to any approval for the Project), prior to the Close of Escrow, without the prior written consent of Developer.

Section 2.5 Developer Investigations.

Section 2.5.1 The Developer shall have until the expiration of the Due Diligence Period to complete all of its Due Diligence Investigations with respect to the entirety of the Property. The Developer shall complete all of its Due Diligence Investigations within the Due Diligence Period and shall conduct all of its Due Diligence Investigations at its sole cost and expense. The Developer shall rely solely and exclusively upon the results of its Due Diligence Investigations of the Property, including, without limitation, investigations regarding geotechnical soil conditions, compliance with applicable laws pertaining to the use of the Property by the Developer and any other matters relevant to the condition or suitability of the Property for the Project, as the Developer may deem necessary or appropriate. City makes no representation or warranty to the Developer relating to the condition of the Property or suitability of the Property for any intended use or development by the Developer. The Developer shall deliver a Due Diligence Investigation Rejection Notice to the City prior to the end of the Due Diligence Period. If the Developer does not timely deliver its Due Diligence Investigation Rejection Notice prior to the end of the Due Diligence Period, the Developer shall be deemed to have accepted the condition of the Property in its current condition. If the condition of the Property is rejected, then either Party shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement, in its sole discretion, without liability to the other Party or any other person, by delivery of a written notice of termination to the other Party and Escrow Holder. The Developer shall accept all conditions of the Property, without any liability of the City whatsoever, upon the Developer's deemed acceptance of the condition of the Property by its failure to timely deliver its Due Diligence Investigation Rejection Notice. The Developer's failure to timely deliver its Due Diligence Investigation Rejection Notice shall evidence the acceptance of the condition of the Property by the Developer in its existing "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, as of the last day of the Due Diligence Period. In its sole discretion, the Developer may accept the Property in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition at any time before the end of the Due Diligence Period. The Developer shall conduct during the Due Diligence Period such environmental assessment(s) of the Property as the Developer deems appropriate. If such assessment(s) do not reveal the presence of any Hazardous Substances on the Property in levels that exceed applicable Governmental Requirements, then the City shall promptly and at its sole cost and expense install security fencing around the Property. If such assessment(s) do reveal the presence of any Hazardous Substances on the Property in levels that exceed applicable Governmental Requirements, then the City and the Developer shall negotiate in good faith in an effort to reach agreement as to the allocation of responsibility and cost of remediation thereof.

Section 2.5.2 Any Due Diligence Investigations of the Property by the Developer shall not unreasonably disrupt any then-existing use or occupancy of the Property or the operations of the City. The Developer shall be liable for any damage or injury to any person or property arising from the acts or omissions of the Developer, its employees, agents or representatives during the course of any Due Diligence Investigations on the Property and the Developer shall indemnify, defend with counsel of the City's choice and hold harmless the City and its elected officials, officers, directors, attorneys, contractors, agents and employees from any and all actual or alleged liens, claims, demands or liability arising from any Due Diligence Investigations by the Developer on the Property other than for discovery of existing conditions on the Property. Prior to commencing any Due Diligence Investigations on the Property, the Developer shall deliver copies

of policies or certificates of insurance to the City evidencing compliance by the Developer with the liability insurance requirements of Section 5.3.

Section 2.5.3 Before exercising any right a Party may have under this Section 2.5 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable due diligence matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable due diligence matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such due diligence matter unless such obligation is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving the objectionable due diligence matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

Section 2.6 Developer to Obtain all Project Entitlements.

Section 2.6.1 Developer has developed and presented to City staff and the City Council, for review, the following (collectively, the "**Plans and Specifications**"):

2.6.1.1 A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (1) the location and placement of proposed buildings and (2) the architecture and elevations of the proposed buildings;

2.6.1.2 The proposed unit mix, showing unit size and affordability levels, including one manager's unit, for the Project;

2.6.1.3 A proposed time schedule and cost estimates for the development of the Project on the Property; and

2.6.1.4 A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project.

Section 2.6.2 The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval, policies, practice or elsewhere) (collectively, the "**City Requirements**"), shall be applicable to the use and development of the Project on the Property by the Developer; subject only to the findings set forth in the Recitals of this Agreement. The Developer acknowledges that all Plans and Specifications and any changes to the Plans and Specifications shall be subject to the City Requirements. No action by the City with reference to this Agreement or any related documents shall be deemed to constitute a waiver of any City Requirements regarding the Property, the Project, the Developer, any successor-in-interest of the Developer or any successor-in-interest to the Property. The City

Requirements may only be changed or waived by modification or variance approved by in the discretion of the City and consistent with this Agreement. The discretionary City entitlements necessary for the Project under the City Requirements may include (without limitation) a General Plan Amendment, Zoning Ordinance Amendment, Site Plan Review and an Interdepartmental Review set forth in Buena Park Municipal Code section 19.128.100 (“Entitlements”). No entitlement, permit or other approval from the City for development of the Project on the Property shall attach to any portion of the Property or otherwise become effective to allow the Developer to develop the Project on the Property until after the Developer owns fee title to that portion of the Property to which such entitlement, permit or other approval pertains. Under no circumstances shall the Developer commence development of any portion of the Project on the Property prior to the Developer owning fee title to the Property.

Section 2.6.3 The Developer agrees to accept and comply fully with any and all conditions of approval applicable to the Entitlements and all approvals, permits and other governmental actions regarding the development or operation of the Project on the Property as a condition to the Close of Escrow.

Section 2.6.4 Developer to Pay All Costs and Expenses. The Parties agree that the City shall not provide any financial assistance to the Developer in connection with the Project except as is expressly set forth in this Agreement. The Developer shall be solely responsible for paying for the costs of all design work, construction, labor, materials, fees and permit expenses associated with the Project. The Developer shall pay any and all fees pertaining to the review and approval of the Project by the City, any other Governmental Agency and utility service providers, including the costs of preparation of all required construction, planning and other documents reasonably required by a Governmental Agency pertinent to the development or operation of the Project on the Property, including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. The Developer shall pay for any and all costs, including, but not limited to, the costs of design, construction, relocation and securing of permits for sewer or utility improvements and connections, that may be required in development of the Project, whether located on or off of the Property. The Developer shall obtain any and all necessary approvals prior to the commencement of applicable portions of construction, and the Developer shall comply with any conditions of approval of this Agreement and the Interdepartmental Review, and shall take reasonable precautions to ensure the safety and stability of surrounding properties during said construction. In accordance with this Section 2.6.4, Developer shall be responsible for the costs, or immediate reimbursement to the City upon delivery of an invoice for the costs, of the following:

2.6.4.1 all fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or the negotiation of this Agreement that may be undertaken by the Developer;

2.6.4.2 all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City of any and all applications and other documents and information to be submitted to the City by the Developer

pursuant to this Agreement or otherwise associated with the Project; provided that in lieu of posting a bond or similar security for installation of any public improvements for the Project, the City and Developer may (but with no obligation) agree that the City can withhold ten percent (10%) of the estimated cost of those public improvements from disbursement of the Project Loan until those improvements are accepted by the City; and

Section 2.6.5 The Developer shall obtain all entitlements, permits and other approvals for use and development of the Project on the Property from each Governmental Agency, within the time period for such actions specifically set forth in the Schedule of Performance, subject to any extensions of time authorized by this Agreement upon the occurrence of an Unavoidable Delay.

Section 2.7 Delivery of Property Free of Occupants. At the Close of Escrow, the City will deliver possession of the Property to Developer free and clear of any contractual rights created by or with the consent of the City for any person or entity (other than Developer) to use or occupy the Property; provided that this section shall not impact the ongoing covenants and conditions relative to use and occupancy of the Property for affordable housing as set forth in this Agreement.

Section 2.8 Project Marketing Plan. At least forty-five (45) calendar days prior to the Close of Escrow, Developer shall submit to the City an affirmative fair housing marketing plan for the Project. Within ten (10) calendar days after the City receives such marketing plan submitted by Developer, the City shall approve or disapprove such marketing plan. The City's failure to approve such marketing plan within the specified ten (10) calendar day period, shall constitute City's deemed approval of such marketing plan.

ARTICLE III.

ESCROW INSTRUCTIONS

Section 3.1 Opening of Escrow. For purposes of this Agreement, the opening of Escrow shall be the first date on which a fully executed copy of this Agreement is deposited with Escrow Holder ("**Escrow Opening Date**"). The Developer shall cause the Escrow to be opened within five (5) days following the Effective Date. Escrow Holder shall promptly confirm in writing to each of the Parties the date of the Escrow Opening Date. This ARTICLE III shall constitute the joint escrow instructions of the City and the Developer to Escrow Holder for conduct of the Escrow to complete the purchase and sale of the Property between them, as contemplated in this Agreement.

Section 3.2 Conditions to Close of Escrow. The conditions set forth below shall be satisfied or waived in writing by the respective benefited Party on or before the Escrow Closing Date or the Party benefited by any unsatisfied condition shall not be required to proceed to close Escrow.

Section 3.2.1 Developer's Conditions to Close of Escrow. The Developer's obligation to purchase the Property from the City on the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, each of which can only be waived in writing by the Developer:

3.2.1.1 The Developer agrees, or is deemed, to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.1.2 The Developer fails to deliver a Due Diligence Investigation Rejection Notice to the City prior to the expiration of the Due Diligence Period;

3.2.1.3 Developer has received an allocation of TEBs for the Project from CDLAC and a Tax Credit reservation for the Project from TCAC, or has otherwise obtained Construction Financing from an Institutional Lender;

3.2.1.4 Developer has received the commitments for funding to make the construction and operation of the Project financially feasible in the Developer's discretion;

3.2.1.5 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.1.6 Developer approves the Escrow Holder's estimated Escrow closing/settlement statement;

3.2.1.7 The representations, warranties and covenants of the City set forth in Section 1.2.1 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date;

3.2.1.8 The Developer has obtained approval of the Entitlements required in connection with the development of the Property, subject to conditions of approval acceptable to Developer, any applicable appeal period has expired without appeal having been filed or, if an appeal is filed, such appeal has been denied, and no legal action has been instituted against Developer or the City alleging the invalidity of such Entitlements;

3.2.1.9 The City has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow; and

3.2.1.10 The City deposits the items into the Escrow required by Section 3.3.

Section 3.2.2 City's Conditions to Close of Escrow. The City's obligation to sell the Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, which can only be waived in writing by the City:

3.2.2.1 The Developer agrees, or is deemed, to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.2.2 The Developer fails to deliver a Due Diligence Investigation Rejection Notice to the City prior to the expiration of the Due Diligence Period;

3.2.2.3 The City Council's approval of this Agreement, and the making of the findings set forth in the Recitals of this Agreement.

3.2.2.4 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.2.5 The Developer submits to the City evidence satisfactory to the City, in the City's reasonable discretion, that the Developer has obtained the Entitlements and all approvals necessary for the development of the Property from each applicable Governmental Agency in accordance with Government Requirements;

3.2.2.6 The Developer has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow;

3.2.2.7 The Developer submits to the City, and the City Manager has approved in writing, in his/her reasonable discretion, the Developer's organizational documents;

3.2.2.8 The Developer submits to the City and the City Manager has approved in writing, in his/her reasonable discretion, the marketing plan for the Project pursuant to Section 2.8;

3.2.2.9 The Developer submits to the City and the City's Director of Risk Management has approved in writing, in his/her reasonable discretion, the certificates of insurance demonstrating compliance with the insurance requirements in Section 5.4;

3.2.2.10 The Developer submits to the City a copy of the Construction Contract for the Project in substantially a final form that is approved by the City Manager in writing, in his/her reasonable discretion, for consistency with Developer's obligations under this Agreement (with a copy of the final and fully executed Construction Contract being delivered to the City before the Close of Escrow);

3.2.2.11 The Developer submits to the City evidence that it has received an allocation of TEBs for the Project, or alternatively Developer submits to City copies of Construction Financing Documents in substantially a final form that is approved by the City Manager in writing, in his/her reasonable discretion, for consistency with Developer's obligations under this Agreement (with copies of the final Construction Financing Documents being delivered to the City through Close of Escrow);

3.2.2.12 The Developer submits to the City a document evidencing a commitment from the Tax Credit Investor to Developer to provide the Tax Credit Equity, or alternatively documents evidencing the NPLH Loan;

3.2.2.13 The Developer submits to the City the documents evidencing the SNHP Loan;

3.2.2.14 The Developer submits to the City documents evidencing a commitment from the Lender(s) of all Subordinate Loan(s) to Developer to provide the Subordinate Loan(s);

3.2.2.15 The representations, warranties and covenants of the Developer set forth in Section 1.2.2 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date; and

3.2.2.16 The Developer deposits the items into the Escrow required by Section 3.3.

Section 3.3 Developer's Escrow Deposits. Following satisfaction or waiver of each of the Developer's conditions to Close of Escrow set forth in Section 3.2.1, the Developer shall deposit the following funds and documents into Escrow at least one (1) business day prior to the Escrow Closing Date in a writing delivered to the Parties:

Section 3.3.1 PCO Statement. A PCO Statement executed by the authorized representative(s) of the Developer.

Section 3.3.2 Acceptance of Grant Deed. The Certificate of Acceptance of the Grant Deed, in the form attached to the Grant Deed, executed by the authorized representative(s) of the Developer in recordable form.

Section 3.3.3 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.4 Regulatory Agreement. The Regulatory Agreement executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.5 Construction Financing Security Instrument(s) (as applicable). A Permitted Security Instrument(s) securing repayment of the Construction Financing, executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.6 Bond Regulatory Agreement. A regulatory agreement as required by the issuer of TEBs for the Project, if applicable, executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.7 Land Note. The Land Note signed by the authorized representative(s) of Developer.

Section 3.3.8 Project Note. The Project Note signed by the authorized representative(s) of Developer.

Section 3.3.9 Deed of Trust. The Deed of Trust executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.10 Subordinate Loan(s) Security Instrument(s). Permitted Security Instrument(s) securing repayment of the Subordinate Loan(s) executed by the authorized

representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.11 Subordinate Loan Land Use Restriction Agreement(s). Agreement(s) restricting occupancy and rents in the Project as required by the Subordinate Loans, executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.12 Subordination Agreements. Subordination agreement(s) subordinating the Deed of Trust and Regulatory Agreement to the Construction Financing Security Instruments, in the form provided by an Institutional Lender, reasonably approved by the City Manager, and executed by the authorized representative(s) of Developer in recordable form, to be recorded against the Property at the Close of Escrow.

Section 3.3.13 Other Funds and Documents. Such documents required from Developer under the terms of this Agreement to close the Escrow, including funds as required to pay all Escrow closing costs, which shall be the sole responsibility of Developer, or by the Escrow Holder in the performance of the Escrow Holder's contractual or statutory obligations relating to the Escrow.

Section 3.4 City's Escrow Deposits. Following satisfaction or waiver of each of the City's conditions to Close of Escrow set forth in Section 3.2.2, the City shall deposit the following documents into Escrow at least one (1) business day prior to the Escrow Closing Date:

Section 3.4.1 Grant Deed. The Grant Deed executed by the authorized representative(s) of the City in recordable form.

Section 3.4.2 FIRPTA Affidavit (City). The FIRPTA Affidavit completed and executed by the authorized representative(s) of the City.

Section 3.4.3 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the City in recordable form.

Section 3.4.4 Regulatory Agreement. The Regulatory Agreement signed by the authorized representative(s) of the City in recordable form, which shall be recorded against the entire Property.

Section 3.4.5 Subordination Agreements. Subordination agreement(s) subordinating the Deed of Trust to the Construction Financing Security Instruments in the form provided by an Institutional Lender, reasonably approved by the City and executed by the authorized representative(s) of the City in recordable form, which shall be recorded against the Property.

Section 3.4.6 Other Funds and Documents. The principal amount of the Project Loan and such other funds or documents required from the City under the terms of this Agreement to close the Escrow or by the Escrow Holder in the performance of the Escrow Holder's contractual or statutory obligations regarding the Escrow.

Section 3.5 Closing Procedure. When each of the Developer's Escrow required deposits, as set forth in Section 3.3, and each of the City's Escrow required deposits, as set forth in Section 3.4, are deposited into Escrow, Escrow Holder shall request confirmation in writing from both the City and the Developer that each of their respective conditions to the Close of Escrow, as set forth in Section 3.2, are satisfied or waived. Upon Escrow Holder's receipt of written confirmation from both the City and the Developer that each of their respective conditions to the Close of Escrow are either satisfied or waived, Escrow Holder shall close the Escrow for the Property by doing all of the following:

Section 3.5.1 Recordation of Documents. File the documents set forth in Section 3.7 with the Office of the Recorder of the County, for recordation in the order set forth in Section 3.7.

Section 3.5.2 Distribution of Recorded Documents. Distribute each recorded document to the Party or person designated for such distribution in Section 3.7.

Section 3.5.3 PCO Statement. File the PCO Statement with the Office of the Recorder of the County.

Section 3.5.4 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service.

Section 3.5.5 Title Policy. Obtain and deliver the Title Policy to the Developer.

Section 3.5.6 Original Notes. Deliver the original Land Note and Project Note to the City.

Section 3.5.7 Funds. Deliver all funds held by the Escrow Holder for the account of City to City, less any charges to the account of City pursuant to the terms of this Agreement, and deliver the sum of ONE MILLION Dollars (\$1,000,000), which is the Project Loan to be used to finance costs of the improvements for the Project, and all other remaining funds held by the Escrow Holder for the account of Developer to Developer and less any other charges to the account of Developer pursuant to the terms of this Agreement.

Section 3.6 Close of Escrow. The Close of Escrow shall occur on or before the Escrow Closing Date. The City and the Developer may mutually agree to change the Escrow Closing Date by joint written instruction to the Escrow Holder. The City Manager is authorized to agree to one or more extensions of the Escrow Closing Date on behalf of the City up to a maximum time period extension of six (6) months in the aggregate, in the City Manager's sole and absolute discretion. If for any reason the Close of Escrow has not occurred by the Escrow Closing Date, then any Party not then in default of this Agreement may cancel the Escrow and terminate this Agreement, subject to the notice and cure provisions of Section 7.1 (to the extent applicable), without liability to any other Party or any other person for such termination and cancellation, by delivering written notice of termination to the other Party(ies) and Escrow Holder and, thereafter, the Parties shall proceed pursuant to Section 3.10 if the non-terminating Party is not in default or pursuant to Section 7.1 or 7.2 (as applicable) if the non-terminating Party is in default. Without limiting the right of any Party to terminate this Agreement, pursuant to the preceding sentence, if Escrow does not close on or before the Escrow Closing Date, and no Party has exercised its contractual right to cancel

Escrow and terminate this Agreement before such time, then Escrow shall close as soon as reasonably possible following the first date on which Escrow Holder is in a position to close the Escrow pursuant to the terms and conditions of this Agreement.

Section 3.7 Recordation and Distribution of Documents. As applicable, Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County in the following order of priority at the Close of Escrow: (a) the Grant Deed; (b) the regulatory agreement required by the issuer of TEBs for the Project; (c) the Regulatory Agreement; (d) the Notice of Agreement; (e) Permitted Security Instrument(s) securing the Construction Financing; (f) the Deed of Trust; (g) the land use restriction agreement required by the Lender(s) of the Subordinate Loan(s); (h) the deed(s) of trust securing the Subordinate Loan(s); (i) the Subordination Agreements described in Sections 3.3.14 and 3.4.6; and (j) any other documents to be recorded through the Escrow upon the joint instructions of the City and the Developer. The Escrow Holder shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to the City, the Developer and any other entity or person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.7 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of Senior interests prior in time to junior interests, as provided in this Section 3.7.

Section 3.8 Escrow Closing Costs, Taxes and Title Policy Premium. The City and the Developer shall each pay one-half (1/2) of the Escrow fees and such other costs as Escrow Holder may charge for the conduct of the Escrow. Escrow Holder shall notify the Developer and the City of the costs to be borne by each of them at the Close of Escrow by delivering the Escrow Holder's estimated closing/settlement statement to both the City and the Developer at least four (4) business days prior to the Escrow Closing Date. The City shall pay the premium charged by the Title Company for the standard Title Policy for the Property, exclusive of any endorsements or other supplements to the coverage of such Title Policy that may be requested by the Developer, as well as documentary transfer taxes and any and all other charges, fees and taxes levied by a Governmental Agency relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement. The Developer shall pay any and all recording fees relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement.

Section 3.9 Escrow Cancellation Charges. If the Escrow fails to close due to either the City's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the City shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close due to the Developer's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close for any reason other than the material default of either the Developer or the City and the Escrow is cancelled and this Agreement is terminated, the Developer and the City shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges.

Section 3.10 Escrow Cancellation. If this Agreement is terminated and the Escrow cancelled pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement and cancel the Escrow, other than due to the material default of another Party, the Parties shall do each of the following:

Section 3.10.1 Cancellation Instructions. The Parties shall, within three (3) business days of receipt of Escrow Holder's written request, execute any reasonable Escrow cancellation instructions requested by Escrow Holder;

Section 3.10.2 Return of Funds and Documents. Within ten (10) days of receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Holder: (a) the Developer or Escrow Holder shall return to the City any documents previously delivered by the City to the Developer or Escrow Holder, (b) the City or Escrow Holder shall return to the Developer all documents previously delivered by the Developer to the City or Escrow Holder; (c) Escrow Holder shall return to the Developer any funds deposited by Developer into Escrow, less the Developer's share of customary and reasonable Escrow and title order cancellation charges, if any; and (d) Escrow Holder shall return to the City any funds deposited by City into Escrow if it has already been deposited, less the City's share of customary and reasonable Escrow and title order cancellation charges, if any.

Section 3.11 Report to IRS. Following the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service, if such report is required pursuant to Section 6045(e) of the Internal Revenue Code, Escrow Holder shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Section 6045(e). Upon the filing of such reporting form with the Internal Revenue Service, Escrow Holder shall deliver a copy of the filed form to the City and the Developer.

ARTICLE IV.

PROJECT DEVELOPMENT

Section 4.1 Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance and no later than the Project Completion Date, subject to Unavoidable Delay. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, the Entitlements, and any and all plans, specifications and similar development documents required by this Agreement, except as approved in Section 4.2 below. The covenants of this Section 4.1 shall run with the land of the Property until the date of recordation of the Certificate of Completion.

Section 4.2 Changes to Plans and Specifications During Course of Construction. Upon the written application of Developer, minor modifications and changes to the Plans and Specifications as approved in the Entitlements, including modifications to the building design or

footprint affecting setbacks, parking layout and design, and landscape design, may be approved by the Director of Community Development pursuant to paragraph (J) of Section 19.128.100 of the Buena Park Municipal Code.

Section 4.3 Construction Start and Completion of Project. The Developer shall commence construction of the Project no later than the Project Commencement Date and, thereafter, shall diligently proceed to complete the construction of the Project in a good and workmanlike manner in substantial conformity with the approved plans, specifications, conditions, and Schedule of Performance for the Project approved by the City in this Agreement and the Entitlements, subject to Unavoidable Delays. The Developer shall obtain a Certificate of Completion on or before the Project Completion Date, subject to Unavoidable Delays. The Developer will, promptly upon Completion of Construction of the Project, cause the Project to be inspected by each Governmental Agency with jurisdiction over the Project, shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed Project. The Developer shall do and perform all of the foregoing acts and things and cause to be issued and executed all such occupancy certificates, licenses, and authorizations for the Project on or before the date set forth therefor in the Schedule of Performance as the completion date for the Project. After commencement of the work of improvement of the Project, the Developer shall not permit the work of improvement of the Project to cease or be suspended for a time period in excess of thirty (30) consecutive calendar days, subject to Unavoidable Delays, and shall timely apply for and cause any inspections of the Project during construction to be performed by applicable Government Agencies at such intervals as may be required to comply with the Schedule of Performance.

Section 4.4 Compliance with Laws. All work performed in connection with the development of the Project shall comply with all Governmental Requirements.

Section 4.5 Schedule of Performance. The Schedule of Performance establishes various dates and times for the accomplishment of various tasks assigned to the City and the Developer and the satisfaction of the conditions precedent to the close of the Escrow. The Parties agree that time is of the essence in the performance of such tasks and the satisfaction of conditions precedent, in view of the large investment of resources that all Parties recognize will be required for the undertaking of the Project. If the date or time for the performance of a task or the satisfaction of a condition, as set forth in either the text of this Agreement or in the Schedule of Performance, may not be achieved, then prior to such date or time set forth in the text of this Agreement or the Schedule of Performance, the Parties shall consider whether a modification to the text of this Agreement or to the Schedule of Performance is indicated. Any decision to approve a modification to a time or date established in either the text of this Agreement or the Schedule of Performance shall be subject to the sole discretion of each Party. Any modification of a time or date for performance of a particular task or satisfaction of a particular condition may be approved by the City Manager, in his or her sole discretion, provided that no modification (or series of modifications) approved by the City Manager may extend the Project Completion Date by more than one hundred eighty (180) days. A modification of a time or date for performance of a task or satisfaction of a condition (or a series of such modifications) that results in a change of the Project Completion Date by more than one hundred eighty (180) days shall be subject to the approval of the City Council, in its sole and absolute discretion. Notwithstanding the foregoing, if performance

of a task or satisfaction of a condition in the Schedule Performance is prevented or delayed by Unavoidable Delays, the deadline for completion of such task or satisfaction of such condition shall be extended by the period of such Unavoidable Delays.

Section 4.6 Developer Attendance at City Meetings. The Developer agrees to have one or more of its employees or consultants who are knowledgeable regarding this Agreement and the development of the Project, such that such person(s) can meaningfully respond to City questions regarding the progress of the Project, attend City Council meetings, when requested to do so on not less than ten (10) days prior written notice by City staff.

Section 4.7 City's Right to Inspect Project and Property. Officers, employees, agents and representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Such officers, employees, agents, consultants, or representatives of the City shall be those persons who are designated by the City Manager from time to time. Any and all officers, employees, agents or representatives of the City shall, upon their entrance on to the Property, identify themselves at the construction management office, and shall at all times be accompanied by a representative of the Developer, while on the Property. The Developer shall make a representative of the Developer available for this purpose at all times during normal construction hours, upon reasonable notice from the City. The City shall indemnify and hold the Developer harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 4.7, other than injury, property damage or liability arising from the negligence or willful misconduct of the Developer or its officers, agents or employees. Unless access is denied by Developer, the City shall inspect relevant portions of the Property, prior to issuing any written statements reflecting adversely on the Developer's compliance with the terms and conditions of this Agreement pertaining to development of the Project. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants of Developer's cost to inspect the Project and verify compliance by the Developer with the provisions of this Agreement. The Developer acknowledges and agrees that any such inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the inspections may be superficial and general in nature, and are for the purposes of informing the City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and that the Developer shall not be entitled to rely on any such inspection(s) as constituting an approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. The Developer agrees to make its own regular inspections of the work of construction of the Project to determine that the quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to the Developer. The Developer also agrees to immediately notify the City in writing should the Developer's inspections show any matters that will prevent the entire Project from being completed by the Project Completion Date set forth therefore in the Schedule of Performance. Without limiting the foregoing, the Developer shall permit the City upon reasonable notice to examine and copy all books and account records and other papers relating to the Property and the construction of the Project. The Developer will use commercially reasonable efforts to cause all contractors, subcontractors and materialmen to cooperate with the City to enable such examination.

Section 4.8 Cost of Construction. The cost and expense of undertaking and completing the Project, including, without limitation, constructing all legally imposed on- and off-site improvements, and providing all utilities therefor, shall be borne by Developer at its sole cost, expense and liability except as otherwise provided in this Agreement. Developer shall be solely responsible for payment of all City land use, construction, inspection, plan check and development impact fees imposed by the City with respect to the development of the Project. Developer shall bear all costs and expenses associated with the processing and obtaining of the entitlements and shall bear all costs and expenses (except to the extent expressly set forth otherwise in this Agreement), associated with any and all terms, conditions, requirements, mitigation measures and other exactions imposed on, or required in connection with, the entitlements.

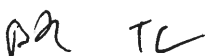
Section 4.9 Prevailing Wages.

Section 4.9.1 Work performed by Developer or its contractor(s) may be a “public work” for prevailing wage purposes. The Developer acknowledges that the City has not made any representation, express or implied, to the Developer or any person associated with the Developer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. Developer is solely responsible for ensuring prevailing wages are paid when required. The Developer agrees with the City that the Developer shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification.

Section 4.9.2 The Developer, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. The Developer acknowledges the protections of Civil Code Section 1542 relative to the waiver and release contained in this Section 4.9, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 4.9.2.


Developer's Initials

Section 4.9.3 Additionally, in accordance with Section 7.5, the Developer shall indemnify, defend with counsel acceptable to the City and hold the City harmless against any claims pursuant to Labor Code Sections 1726 and 1781 arising from this Agreement or the construction or operation of the Project.

Section 4.10 Certificate of Completion.

Section 4.10.1 Following the substantial Completion of Construction of the Project, and upon written request from the Developer for issuance of a Certificate of Completion for the Project, the City shall inspect the Project to determine whether or not the Project has been substantially completed in compliance with this Agreement and the Entitlements. If the City determines that the Project is complete and in compliance herewith, the City Manager shall furnish the Developer with a Certificate of Completion for the Project. If the City determines that the Project is not in compliance with this Agreement and the Entitlements, the City Manager shall send written notice of each non-conformity to the Developer. Upon issuance of the final certificate of occupancy for the development of the Project, based on the plans approved by the City in the Entitlements, the City shall furnish the Developer with a Certificate of Completion for the Project.

Section 4.10.2 The Certificate of Completion, upon issuance, shall be evidence of the City's conclusive determination of satisfactory substantial completion of the entirety of the Project pursuant to the terms of this Agreement and the Entitlements.

Section 4.10.3 The City shall not unreasonably withhold the issuance of a Certificate of Completion. After the recordation of a Certificate of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property improved with the Project shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement and the Grant Deed.

Section 4.10.4 If the City fails or refuses to issue a Certificate of Completion following written request from the Developer, the City shall, within fifteen (15) calendar days of the Developer's written request or within three (3) calendar days after the next regular meeting of the City Council, whichever date occurs later, provide the Developer with a written statement setting forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) the Developer must take to obtain a Certificate of Completion from the City. If the reason for the Developer's failure to complete the Project is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to the Developer or other minor building "punch-list" items, the City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by the Developer in a form reasonably acceptable to the City in an amount representing the fair value of the work on the Project remaining to be completed, as reasonably determined by the City. If the City fails to provide such written statement, within the specified time period, the Developer shall be deemed conclusively and without further action of the City to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

Section 4.10.5 A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any parts thereof. A

Certificate of Completion shall not be deemed to constitute a notice of completion under Section 8182 of the California Civil Code, nor shall it act to terminate the continuing covenants, restrictions or conditions contained in the Grant Deed or any other instruments recorded against the Property pursuant to this Agreement. A Certificate of Completion is not evidence of the compliance of the Project with any City Requirements or any building code, conditions of approval, land use, zoning or other requirements of the City or any Governmental Agency with jurisdiction over the Property, other than the City.

ARTICLE V.

DEVELOPER COVENANTS

Section 5.1 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. With respect to familial status, this Section 5.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 5.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 5.1. The covenant of this Section 5.1 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

Section 5.2 Form of Non-Discrimination and Non-Segregation Clauses. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

Section 5.2.1 The Developer, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. With respect to familial status, this Section 5.2.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 5.2.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 5.2.1.

Section 5.2.2 All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

5.2.2.1 In deeds: “The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Sections 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

5.2.2.2 In leases: “The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Sections 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph”

5.2.2.3 In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred.” The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

“Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Sections 4760 and 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.”

Section 5.2.3 The covenant of this Section 5.2 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

Section 5.3 Environmental Indemnity of the City by the Developer. The Developer agrees, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the City and its commissions, agents, attorneys, officers, employees, and authorized representatives (collectively, the “**Indemnified Parties**”), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, “**Environmental Claims**”) that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the Indemnified Parties, directly or indirectly relating to or arising from any of the following “**Environmental Matters**” existing or occurring during or arising from the Developer’s ownership of the Property or construction or operation of the Project:

Section 5.3.1 The presence of Hazardous Substances on, in, under, from or affecting all or any portion of the Property or the Project.

Section 5.3.2 The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Substances on, in, under, from or affecting the Property or the Project.

Section 5.3.3 The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Substances on, in, under, from or affecting the Property or the Project.

Section 5.3.4 The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer’s activities on the Property or regarding the Project.

Section 5.3.5 The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Substances on, in, under, from or affecting the Property or the Project.

Section 5.3.6 The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Substances existing, stored or generated on, in, under or from the Property or the Project.

Section 5.3.7 Any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency in connection with any Hazardous Substances on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project.

Section 5.3.8 The Developer shall pay to the Indemnified Parties all costs and expenses including, without limitation, reasonable attorneys' fees and costs, incurred by the Indemnified Parties in connection with enforcement of the aforementioned environmental indemnity.

Section 5.4 Insurance. In order to protect the City and its commissions, agents, attorneys, officers, employees and authorized representatives (collectively, "**Additional Insureds**") against any and all claims and liability for death, injury, loss and damage resulting from the Developer's actions in connection with this Agreement, the Property, and the Project, the Developer shall secure and maintain the insurance coverage, described in and required by this Section 5.4. The City shall not have any obligation under this Agreement until the Developer provides the required policies and/or certificates evidencing the insurance required by this Section 5.4 to the City and the City approves such evidence of insurance. The Developer shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of this Agreement. Developer shall retain all insurance policies as set forth in this Section 5.4 until recordation of the Certificate of Completion.

Section 5.4.1 Workers' Compensation Insurance Requirement. The Developer shall submit written proof that the Developer is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. By executing this Agreement, the Developer makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

The Developer shall require each contractor and sub-contractor performing work on the Project to provide workers' compensation coverage for all of such contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by workers' compensation insurance provided by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation policy

procured pursuant to this Section 5.4.1 shall contain a full waiver of subrogation clause in favor of the Additional Insureds.

Section 5.4.2 Liability and Permanent Insurance Requirements.

5.4.2.1 The Developer shall maintain in full force and effect, from the Effective Date until the issuance of the Certificate of Completion, subject to Section 5.4.2.4, the following insurance coverage:

5.4.2.1.1 Commercial General Liability Insurance coverage, including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically covering all indemnity obligations of the Developer pursuant to this Agreement), Products-Completed Operations Hazards, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the construction of the Project and/or the Developer's operations concerning the Property or the Project. The commercial general liability insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

5.4.2.1.2 Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used by the Developer with minimum limits for Bodily Injury and Property Damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

5.4.2.1.3 If the Developer hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, the Developer shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

5.4.2.1.4 Upon acceptance of the Project or any portion thereof, from each contractor, the Developer shall maintain Fire and Extended Coverage Insurance, excluding earthquake coverage, on the Project on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value of all portions of the Project so accepted.

5.4.2.2 During the construction of the Project, the Developer shall require that each contractor performing work on the Project maintain the following insurance coverage, as specified below, at all times during the performance of said work, or the Developer shall provide for such contractors "wrap" coverage, as specified below, at all times during the performance of said work:

5.4.2.2.1 The Developer shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work.

5.4.2.2.2 Each general contractor and each sub-contractor shall maintain Commercial General Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate to protect the Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others.

5.4.2.2.3 Each general contractor and each sub-contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor's obligations with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such automobile liability insurance shall be provided by a business or commercial vehicle policy.

5.4.2.3 The insurance required in Section 5.4.2.1 and Section 5.4.2.2 above shall include endorsements naming the Additional Insureds as additional insured for liability arising out of this Agreement and any operation related to this Agreement.

5.4.2.4 Any insurance coverage required under this Agreement shall not be written on a "claims made" basis. The applicable certificate of insurance must clearly provide that the coverage is on an "occurrence" basis. The requirements of this Section 5.4.2.4 shall survive any expiration or termination of this Agreement and the recordation of the Grant Deed and any Certificate of Completion.

5.4.2.5 Receipt by the City of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements of this Agreement.

5.4.2.6 Subject to Section 5.4.2.4, all of the insurance coverage required under this Section 5.4 shall be maintained by the Developer or its contractors, as required by the terms of this Agreement, until the issuance of the Certificate of Completion and shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to the City. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates of insurance or any coverage for the Additional Insureds. The Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy.

5.4.2.7 All insurance to be obtained and maintained by the Developer under this Section 5.4 shall be issued by a company or companies listed in the then current "Best's Key Rating Guide" publication with a minimum of an "A:VII" rating and be admitted to conduct business in the State of California by the State of California Department of Insurance.

5.4.2.8 The City will not accept self-insurance in satisfaction of the insurance requirements of this Section 5.4.

5.4.2.9 All insurance obtained and maintained by the Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the Additional Insureds.

5.4.2.10 Insurance coverage in the minimum amounts set forth in this Section 5.4 shall not be construed to relieve the Developer of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Additional Insureds from taking such other actions as are available to them under any other provision of this Agreement or otherwise at law.

Section 5.4.3 Failure by the Developer to maintain all insurance coverage required by this Section 5.4 in effect shall be an Event of Default by the Developer. The City, at its sole option, may exercise any remedy available to them in connection with such an Event of Default. Alternatively, the City may, at its sole option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Developer for any premiums and associated costs paid by the City for such insurance coverage. Any election by the City to purchase or not to purchase insurance otherwise required to be carried by the Developer shall not relieve the Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement

Section 5.5 Developer Covenant to Defend this Agreement. The Developer acknowledges that the City is a “public entity” and/or “public agency” as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public body, the City’s action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, either the City may terminate this Agreement on thirty (30) days written notice to the Developer of the City’s intent to terminate this Agreement, referencing this Section 5.5, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel of the City’s choice, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of the City’s notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may offer to defend the City, with legal counsel of the City’s choice, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Nothing contained in this Section 5.5 shall be deemed or construed to be an express or implied admission that the City is liable to the Developer or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA. The Developer’s defense of such third-party actions as described in this Section 5.5 shall constitute an Unavoidable Delay.

Replaced by First Amendment with: "If Developer does not receive the allocation of TEBs and Tax Credits as a result of such application, the Developer agrees to use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits in the remaining cycles of CDLAC's and TCAC's allocation and reservation meetings for 2024 and the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2025, and, subject to extensions approved pursuant to Section 4.5, the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2026."

ARTICLE VI.

PROJECT FINANCING

Section 6.1 Project Financing. Developer shall finance the development of the Project in accordance with the Project Budget. Further, City and Developer agree that the financing of the Project shall comply with all of the following:

Section 6.1.1 TEBs and Tax Credit Financing. To provide funds for the development and construction of the Project, Developer shall in good faith apply for and obtain an allocation of TEBs and an allocation of the Tax Credits to finance a portion of the Project Costs. Developer shall use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits by the deadline for the CDLAC and TCAC allocation and reservation meetings first occurring after receipt of all Entitlements. **If Developer does not receive the allocation of TEBs and Tax Credits as a result of such application, the Developer agrees to use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits in the remaining cycles of CDLAC's and TCAC's allocation and reservation meetings for 2022 and the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2023, and, subject to extensions approved pursuant to Section 4.5, the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2024.** Developer shall proceed with obtaining Construction Financing from an Institutional Lender for the amount needed to finance the Project consistent with the provisions in Section 6.1.2. If such Construction Financing cannot be obtained to Developer's satisfaction after reasonable diligence, the Parties agree to meet and confer in good faith for a period of ninety (90) days to determine if a feasible and mutually acceptable alternate arrangement can be made to finance development and construction of the Project. If no agreement is reached by the Parties within such ninety (90) day period regarding the alternative courses of action described in the preceding sentence, this Agreement may be terminated upon fifteen (15) days' notice to the other Parties. Any agreement that is reached between the Parties on an alternative financing plan for the Project shall be memorialized in an implementation agreement to this Agreement. If Developer fails to make the required applications to CDLAC and TCAC, then the City or the Developer may terminate this Agreement upon fifteen (15) days' notice to the other Parties. Failure of Developer to obtain TEBs or Tax Credits shall not constitute an Event of Default under the terms of this Agreement, unless due to the intentional misconduct of Developer.

Section 6.1.2 Construction Financing. Prior to the Close of Escrow, Developer shall provide for the City's review and approval, which may be withheld or conditioned in City's reasonable discretion and which shall not be unreasonably delayed, the terms of the Construction Financing, and shall provide the City the opportunity to review such terms with the Institutional Lender providing such Construction Financing.

Section 6.1.3 Permanent Loan. Prior to the Close of Escrow, Developer shall obtain for the City's review and approval, which may be withheld or conditioned in City's reasonable discretion and which shall not be unreasonably delayed, a conditional forward loan commitment for each Permanent Loan.

Section 6.2 Project Budget. While the Project Budget has been prepared based on the best, good faith estimate of Developer of the costs which are likely to be incurred for the Project, the Parties recognize that events and circumstances not currently contemplated, some of which are outside of the control of the Parties, could result in changes in the Project Costs, necessitating changes in the Project Budget. To the extent that Developer is required to make changes to the Project Budget, Developer shall immediately submit a revised Project Budget to the City Manager for review and approval, which review and approval shall not be unreasonably withheld, conditioned or delayed, as to the consistency of the financing secured with Developer's obligations under this Agreement, and the sufficiency of the financing secured by Developer to meet the revised Project Costs.

Section 6.3 Only Permitted Exceptions. Developer shall not record and shall not allow to be recorded against the Property any Security Instrument, lien or other encumbrance that is not a Permitted Exception. Developer shall remove or cause to be removed (or providing title insurance in form and substance reasonably acceptable to the City and issued by a title insurance company reasonably acceptable to the City, insuring the priority of this Agreement and the Deed of Trust securing the Land Loan and Project Loan as superior to such lien, with such title insurance being in the minimum amount of the outstanding principal and interest under the Land Loan and the Project Loan plus 125% of the amount of the lien claim or providing a statutory bond resulting in removal of such lien) any non-Permitted Exception made or recorded against the Property or shall assure the complete satisfaction of any such non-Permitted Exception to the satisfaction of the City, in the City's sole and absolute discretion. The covenants of Developer set forth in this Section regarding the placement of encumbrances on the Property shall run with the land of the Property and bind successive owners of the Property, until recordation (or deemed issuance) of the Certificate of Completion for the Project.

Section 6.4 City Right to Discharge Prohibited Encumbrances. After sixty (60) calendar days' Notice to Developer of a non-Permitted Exception and provided that Developer has not caused such non-Permitted Exception to be removed pursuant to Section 6.3, the City shall have the right, but not the obligation, to satisfy or remove any non-Permitted Exception against the Property or the Project and receive reimbursement from Developer for any amounts paid or incurred in satisfying or removing any such non-Permitted Exception, upon demand. Any amount expended by the City to discharge a non-Permitted Exception that is not reimbursed to the City by Developer within thirty (30) calendar days following written demand for payment from the City shall accrue interest at an annual rate equal to the lesser of eight percent (8%) per annum or the maximum highest rate of interest allowed by law under the circumstances, until paid in full. Nothing in this Section 6.4, though, shall require Developer to pay or make provisions for the payment of any tax, assessment, lien or charge that Developer is in the process of contesting the validity or amount thereof, in good faith, and so long as such contest shall not subject all or any portion of the Property to forfeiture or sale.

Section 6.5 Rights of Lender and City Regarding Permitted Security Instruments.

Section 6.5.1 Notice of Liens. The Developer shall promptly notify the City of any Security Instrument or lien asserted against or attached to all or any portion of the Project or the Property, other than as listed in Section 3.7, prior to the date of issuance of a Certificate of Completion for the Project, whether by voluntary act of Developer or otherwise.

Section 6.5.2 Notice of Default to Lenders. Whenever the City delivers any notice of default to Developer under this Agreement, the City shall send a copy of such notice of default to each Lender holding a Permitted Security Instrument of which the City has received notice and a contact address for transmittal of such notices. Each Lender receiving a copy of any such notice of default shall have the right, at its option, to commence the cure or remedy of any default of Developer set forth in such notice and to diligently and continuously proceed with such cure or remedy such default within the cure period allowed to Developer under this Agreement, and to thereafter proceed with completion of the Project in accordance with the Schedule of Performance. The City shall accept such performance by a Lender with the same force and effect as if furnished by Developer. If such default can only be remedied or cured by the Lender upon obtaining possession of the Property, the City shall allow the Lender a reasonable opportunity to obtain possession with diligence and exigency through exercise of remedies under such Lender's Permitted Security Instrument and to remedy or cure such default within ninety (90) days after obtaining possession of the Property. If the default reasonably requires more than ninety (90) days to cure, however, then the time available to a Lender to cure pursuant to this Section 6.5 shall be the reasonable time required to complete such cure, as long as the Lender has commenced the cure of the default within sixty (60) days after obtaining possession of the Property period and diligently pursues the cure to completion. During such extension of time, the City shall not terminate this Agreement or exercise other remedies under this Agreement by reason of such default. In addition, any Lender properly completing the Project with the consent of the City shall be entitled, upon written request made to the City, to a Certificate of Completion from the City. Any Lender desiring to complete the Project must provide the City with evidence reasonably satisfactory to the City that the Lender has the qualifications (or will engage one or more licensed contractor(s) or consultant(s) with such qualifications) and financial capability necessary to perform such obligations.

Section 6.5.3 No Termination of Permitted Security Instruments by Default. An Event of Default by Developer under this Agreement shall not defeat or render invalid the lien of any Permitted Security Instrument made in good faith and for value as to all or any part of the Property, whether or not the Lender is subordinated to this Agreement; but unless otherwise provided in this Agreement, this Agreement shall be binding and effective against any owner of the Property, including those whose title thereto is acquired pursuant to exercise of remedies under a Permitted Security Instrument or from a person or entity exercising any such remedies.

Section 6.5.4 Lender Rights on Termination or Modification. No termination of this Agreement shall be binding upon a Lender unless the termination occurs after notice to such Lender and such Lender's failure to cure all then existing defaults under this Agreement pursuant to this Section 6.5, or with such Lender's prior written consent. No modification of this Agreement that materially affects the rights of a Lender shall be binding upon the Lender without its prior written consent.

Section 6.5.5 No Construction Obligation of Lender. A Lender shall in no way be obligated by the provisions of this Agreement to construct or complete the development of the Project or to guarantee such construction or completion, but may do so pursuant to and in accordance with this Section 6.5. Nothing in this Agreement shall be deemed to construe, permit, or authorize any Lender to devote all or any portion of the Property to any uses, or to construct

any improvements thereon, other than those uses or the Project provided for or authorized by this Agreement.

Section 6.5.6 City Right to Cure Obligations. In the event of a default by Developer under any Permitted Security Instrument, where the Lender has not exercised its option to complete the Project under Section 6.5.2, the City may cure the default of Developer under the applicable Permitted Security Instrument, but is under no obligation to do so, prior to completion of any sale or foreclosure of all or any portion of the Property under the applicable Permitted Security Instrument. The City shall be entitled to reimbursement from Developer of all costs and reasonable expenses incurred by the City in curing any default of Developer under any Permitted Security Instrument, under demand. Any amount expended by the City to cure a default of Developer under any Permitted Security Instrument that is not reimbursed to the City, by Developer within thirty (30) calendar days after notice of such amount to Developer, shall accrue interest at an annual rate equal to the lesser of eight percent (8%) per annum or the maximum highest rate of interest allowed by law under the circumstances until paid in full. City's rights to cure under this Section shall remain in effect until Developer has repaid the Land Note and the Project Note in full.

Section 6.5.7 Foreclosure of Permitted Security Instrument. Foreclosure of any Permitted Security Instrument, whether by judicial proceedings or by power of sale, or any conveyance by deed in lieu of foreclosure, shall not require the consent of the City or constitute a default under this Agreement.

ARTICLE VII.

DEFAULTS, REMEDIES AND TERMINATION

Section 7.1 Defaults - General.

Section 7.1.1 Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement shall constitute an "Event of Default" under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt of written notice from the injured Party specifying such default, and shall diligently and continuously prosecute without interruption such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such Party shall not be deemed to be in default under this Agreement and no Event of Default shall be deemed to have occurred.

Section 7.1.2 The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Failure or delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

Section 7.1.3 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and/or remedies shall not deprive

that Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 7.1.4 In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an “Event of Default” under this Agreement and shall not be subject to the notice and cure provisions of Section 7.1.1:

7.1.4.1 Any material default by the Developer under any Security Financing Instrument for any purpose or reason that remains uncured following any applicable notice and expiration of any applicable cure period under such Security Financing Instrument.

7.1.4.2 Any representation, warranty or disclosure made to the City by the Developer regarding this Agreement or the Project is materially false or misleading, whether or not such representation or disclosure appears in this Agreement.

7.1.4.3 The construction of the Project has not commenced within the time required by this Agreement, process is delayed or suspended for a period in excess of that permitted under Section 4.3, or the Developer has not been issued, or entitled to be issued, a Certificate of Completion by the Project Completion Date.

7.1.4.4 There occurs any event of dissolution, reorganization or termination of the Developer that adversely and materially affects the operation or value of the Property or the Project, and such event is not corrected within five (5) days following written notice of such event from the City to the Developer.

7.1.4.5 The Developer Transfers its interest in this Agreement, the Property, or the Project, or any portion thereof, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement and such action is not cured within the period prescribed in Section 8.2.2.

7.1.4.6 The Developer becomes insolvent or a receiver is appointed to conduct the affairs of the Developer under state or federal law.

7.1.4.7 The Developer’s legal entity status authorized by the Secretary of State of the State of California to transact business in California is suspended or terminated.

Section 7.2 DEVELOPER’S ELECTION RE: SPECIFIC ENFORCEMENT OF AGREEMENT OR WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES PRIOR TO CLOSE OF ESCROW. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT PERTAINING TO THE CONVEYANCE OF THE PROPERTY BY THE CITY UNDER THIS AGREEMENT PRIOR TO CLOSE OF ESCROW, THE DEVELOPER SHALL, AS ITS SOLE AND EXCLUSIVE REMEDY, HAVE THE RIGHT TO EXERCISE ONE OF THE ALTERNATIVE REMEDIES DESCRIBED IN SECTIONS 7.2.1 AND 7.2.2. THE DEVELOPER’S ELECTION, ONCE MADE, SHALL BE IRREVOCABLE.

Section 7.2.1 WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.2.2 AND MAY CANCEL THE ESCROW PURSUANT TO SECTION 3.10, AND UPON CANCELLATION OF THE ESCROW, THE DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION UNDER THIS AGREEMENT TO PURCHASE OR ACCEPT TITLE TO THE PROPERTY AND ANY SUCH ESCROW CANCELLATION SHALL BE WITHOUT ANY LIABILITY OF THE DEVELOPER TO THE CITY OR ANY OTHER PERSON ARISING FROM SUCH ACTIONS. THE DEVELOPER SHALL BE LIMITED TO RECOVERING ANY AMOUNTS ACTUALLY EXPENDED BY THE DEVELOPER IN REASONABLE RELIANCE ON THIS AGREEMENT PRIOR TO THE DATE OF THE OCCURRENCE OF THE EVENT OF DEFAULT BY THE CITY, NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000). THE DEVELOPER WAIVES ANY RIGHT TO RECOVER ANY OTHER SUMS FROM THE CITY ARISING FROM AN EVENT OF DEFAULT BY THE CITY PRIOR TO THE CLOSE OF ESCROW. THE DEVELOPER SHALL NOT BE ENTITLED TO, AND HEREBY WAIVES, ANY RIGHT TO SEEK SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 7.2.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 7.2.1.

DEVELOPER'S INITIALS TL OR

IN CONNECTION WITH THE WAIVERS OF THIS SECTION 7.2.1, THE DEVELOPER FURTHER WAIVES THE RIGHT TO RECORD A NOTICE OF PENDENCY OF ACTION AGAINST ALL OR ANY PORTION OF THE PROPERTY EXCEPT DEVELOPER MAY RECORD SUCH A NOTICE IN CONNECTION WITH ANY SUIT FOR SPECIFIC PERFORMANCE PERMITTED HEREUNDER IN THE EVENT DEVELOPER ELECTS NOT TO WAIVE ITS RIGHT TO SEEK SPECIFIC PERFORMANCE UNDER SECTION 7.2.2.

Section 7.2.2 SPECIFIC PERFORMANCE. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.2.1 AND, IN ACCORDANCE WITH CIVIL CODE SECTION 3384, ET SEQ., INSTITUTE AN ACTION AGAINST THE CITY FOR SPECIFIC PERFORMANCE OF THE TERMS OR PROVISIONS OF THIS AGREEMENT

WHICH WERE TO HAVE BEEN COMPLETED BY THE CITY PRIOR TO THE CLOSE OF ESCROW.

Section 7.3 Legal Actions.

Section 7.3.1 Except as otherwise provided by Section 7.2, 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 available to that Party under this Agreement or at law or in equity. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of Orange, California, in any other appropriate court within the County of Orange, California. The prevailing party in such legal action shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 7.3.2 The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Buena Park, County of Orange, California.

Section 7.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this ARTICLE VII are non-exclusive and cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party(ies).

Section 7.5 Developer Indemnification of the City. In addition to any other specific indemnification or defense obligations of the Developer set forth in this Agreement, the Developer agrees to indemnify, defend (upon written request by the City and with counsel of the City's choice) and hold harmless the Indemnified Parties, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Developer or the Developer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Property, or the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement. Without limiting the generality of the foregoing, the Developer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of the Developer by any person or entity.

ARTICLE VIII.

GENERAL PROVISIONS.

Section 8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

Section 8.2 Restrictions on Transfers.

Section 8.2.1 The Developer acknowledges that the qualifications and identity of the Developer are of particular importance to the City. The Developer further recognizes and acknowledges that the City has relied and is relying on the specific qualifications and identity of the Developer in entering into this Agreement with the Developer and, as a consequence, Transfers are permitted only as expressly provided in this Agreement. The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in Control of the Developer, as well as any and all changes in the interest or the degree of Control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

Section 8.2.2 Except as expressly permitted in this Agreement, the Developer represents to the City that it has not made and agrees that it will not make or create, or suffer to be made or created, any Transfer other than a Permitted Transfer, either voluntarily, involuntarily or by operation of law, until after the recordation of a Certificate of Completion for the Project subject to the Transfer; provided, however, that the City may approve in its reasonable discretion, Transfers other than Permitted Transfers prior to the recordation of a Certificate of Completion. In deciding whether to approve or disapprove any proposed Transfer, the City may consider the proposed transferee's financial strength and the experience of the proposed transferee and its senior management in undertaking and successfully completing projects of a similar type and size as the Project or that portion of the Project proposed to be transferred. Any Transfer made in contravention of this Agreement shall be voidable at the election of the City and this Agreement may be terminated by the City or the City may exercise any other remedy available to the City under the terms of this Agreement, provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

Section 8.2.3 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Permitted Transfer which the Developer desires to enter into prior to the recordation of a Certificate of Completion for the Project subject to the Transfer. The Developer shall have the burden of demonstrating to the City's reasonable satisfaction that the proposed Permitted Transfer meets the conditions and requirements of this Agreement with respect to Permitted Transfers.

Section 8.2.4 Anything in this Agreement to the contrary notwithstanding, the restrictions and prohibitions on Transfers contained in this Section 8.2 shall terminate upon issuance of a Certificate of Completion for the Project.

Section 8.3 Notices, Demands and Communications Between the Parties.

Section 8.3.1 Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States Mail, postage prepaid, return receipt requested, to the principal office of the City or the Developer, as applicable, as designated in Section 8.3.2. Such written notices, demands or communications may be sent in the same manner to such other addresses as either Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States Mail, as provided in this Section 8.3.

Section 8.3.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

TO DEVELOPER: C & C Development Co., LLC
14211 Yorba Street, Suite 200
Tustin, California 92780
Attn: Todd R. Cottle
(T) (714) 288-7600
(F) (866) 570-0728

COPY TO: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Lynn Hutchins
(T) 510-836-6336
(F) 510-836-1035

TO CITY: City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90622
Attention: City Manager
(T) 714-562-3550
(F) 714-562-3559

COPY TO:

Alvarez-Glasman & Colvin
13181 Crossroads Pkwy. North
Suite 400 - West Tower
City of Industry, CA 91746
Attention: Christopher G. Cardinale
(T) 562-699-5500
(F) 562-692-2244

Section 8.4 Conflict of Interest. No member, official or employee of either Party has any conflict of interest, direct or indirect, related to this Agreement, the Property, or the development or operation of the Project within the meaning of applicable federal, state and local conflict of interest laws, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090.

Section 8.5 Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 8.5, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Developer.

Section 8.6 Non-liability of City, Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest of the Developer, in the event of any default or breach by the City under this Agreement or for any amount that may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except as may arise from the gross negligence or willful acts of such member, official or employee.

Section 8.7 Unavoidable Delay; Extension of Time of Performance.

Section 8.7.1 Subject to specific provisions of this Agreement, performance by any Party under this Agreement shall not be deemed, or considered to be, in default where any such default is caused by an Unavoidable Delay that is not attributable to the fault of the Party claiming an extension of time to perform. An extension of time for any Unavoidable Delay shall be for the period of the Unavoidable Delay and shall commence to run from the date of occurrence of the Unavoidable Delay, if the Party asserting the existence of the Unavoidable Delay provides the other Parties with written notice of the occurrence of the Unavoidable Delay, within ten (10) days of the commencement of such asserted Unavoidable Delay. Otherwise, the extension of time for an Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Parties not requesting an extension of time to perform due to such Unavoidable Delay.

Section 8.7.2 The Parties expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement, do not constitute an Unavoidable Delay and do not provide any Party with grounds for asserting the existence of an Unavoidable Delay in the performance of any

covenant or undertaking arising under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement.

Section 8.8 Inspection of Books and Records. The City shall have the right at all reasonable times, at the City's cost and expense, to inspect the books and records of the Developer pertaining to the Property and/or the Project, upon no less than seven (7) days prior written notice. The Developer shall also have the right at all reasonable times, at the Developer's sole cost and expense, to inspect the books and records of the City pertaining to the Property and/or the Project, to the extent relevant to the Developer's obligations under this Agreement, upon no less than seven (7) days prior written notice. Nothing in this Section 8.8 or elsewhere in this Agreement shall, however, constitute a waiver or modification of any right or privilege which any Party may have with respect to any document, statement, or other record, including, without implied limitation, the attorney-client privilege, the attorney-work product privilege, any privilege arising under any state or federal evidentiary code or rule, or any privilege or exclusionary right arising under any state or federal freedom of information or public records disclosure law.

Section 8.9 Real Estate Commissions. The City and the Developer each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transactions contemplated hereby on account of or due to the acts or omissions of such representing party, and each agrees to and does hereby indemnify, defend and hold the other harmless from and against the payment of any commission to any other person or entity claiming by, through or under the City or the Developer, as applicable.

Section 8.10 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

Section 8.11 Entire Agreement.

Section 8.11.1 This Agreement shall be executed in three (3) duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement includes the exhibits and documents referenced and incorporated herein, and constitutes the entire understanding and agreement of the Parties regarding the Property, the Project, and the other subjects addressed in this Agreement.

Section 8.11.2 This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Property, the Project, and the other subjects addressed in this Agreement.

Section 8.11.3 None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property and this Agreement shall continue in full force and effect before and after such conveyances.

Section 8.11.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of all Parties.

Section 8.12 Execution of this Agreement. Following execution of three (3) duplicate originals of this Agreement by the authorized representative(s) of the Developer and prompt delivery of such originals, thereafter, to the City, accompanied by an official action of the governing body of the Developer authorizing the individuals executing this Agreement on behalf of the Developer to execute and perform this Agreement, in form and substance acceptable to the City, this Agreement shall be subject to the review and approval by the City Council, in its sole and absolute discretion.

Section 8.13 Survival of Indemnity Obligations. All general and specific indemnity and defense obligations of the Parties set forth in this Agreement shall survive the expiration or termination of this Agreement, the execution or recordation of the Grant Deed, and/or the issuance and recordation of any Certificate of Completion.

Section 8.14 Time Declared to be of the Essence. As to the performance of any obligation hereunder as to which time is a component thereof, the performance of such obligation within the time provided is of the essence.

Section 8.15 Approvals. Except as otherwise provided in this Agreement, approvals required of the City or the Developer, or any officers, agents or employees of the City or the Developer, shall not be unreasonably withheld and approval or disapproval shall be given within the time set forth in this Agreement or, if no time is given, within a reasonable time.

Section 8.16 Further Assurances. The Parties agree to reasonably consider such additional actions or the execution of such other documents as may be reasonably necessary or convenient to the financing, development, and operation of the Project, although nothing in this Section 8.16 shall be deemed a representation, guaranty or commitment by any Party to take any action or execute any document.

Section 8.17 City Approvals and Actions. The City Manager shall have the authority, on behalf of the City (to the extent not provided otherwise in this Agreement), to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Agreement and changes to the attached exhibits prior to their execution and execute documents, including, without limitation, the Notice of Completion and any documents necessary to implement any changes in the number or affordability of the Qualifying Units (as defined in the Regulatory Agreement), as may be required by TCAC, CDLAC, CalHFA or the County, so long as such actions do not reduce the length of affordability of the Qualifying Units (as defined in the Regulatory Agreement) or add to the costs incurred or to be incurred by the City as specified herein. The City Manager reserves the right, in his or her sole and absolute discretion, to submit any requested modification, interpretation, amendment or waiver to the City Council if the City Manager determines or believes that such action could increase the risk, liability or costs to City, or reduce the length of affordability of the Project, or is otherwise required by law.

Section 8.18 Investor Limited Partner Provisions. If and when the Developer is in the form of a limited partnership and admits an investor limited partner into Developer's partnership, the limited partnership shall enter into an assignment and assumption agreement where it expressly becomes subject to and bound by this Agreement as provided in Section 1.1.55 and the City agrees to the following provisions for the benefit of the Developer's investor limited partner:

Section 8.18.1 If Developer has provided advanced written notice to the City of the address and contract information of an investor limited partner, the City will give the limited partner a copy of any notice of default (at the limited partner's address provided in a notice by Developer to the City) that the City gives to the Developer under this Agreement, the Regulatory Agreement, the Land Loan, and/or the Project Loan;

Section 8.18.2 The City will give known limited partners at least thirty (30) days after receipt of such default notice to cure a non-payment of any sum due under this Agreement, the Regulatory Agreement, the Land Loan, and/or the Project Loan;

Section 8.18.3 The City will give the limited partner sixty (60) days after the limited partner's receipt of such notice to cure any non-monetary default under this Agreement, the Regulatory Agreement, the Land Loan, and/or the Project Loan;

Section 8.18.4 If a non-monetary default is incapable of being cured within sixty (60) days, the City shall allow the limited partner a reasonable time to cure such default provided the limited partner has commenced to cure such default within said sixty (60) day period, and diligently thereafter proceeding to cure such default without interruption until the default is cured;

Section 8.18.5 If the limited partner makes any such payment or otherwise cures such default, the City will accept such action as curing such default as if such payment or cure were made by the Developer;

Section 8.18.6 The City will permit the limited partner to transfer the limited partner's interest under the partnership agreement to any person or entity at any time;

Section 8.18.7 The City will permit the limited partner to remove the general partner of the partnership in accordance with the partnership agreement, provided that the substitute general partner is reasonably acceptable to the City; and

Section 8.18.8 The City will permit insurance and condemnation proceeds to be used to rebuild the Project provided that (i) sufficient funds are provided from other sources to effectively rebuild the Project to a lawful affordable housing multi-family complex, and (ii) subject to the rights of any Senior Lenders, the City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the City may impose.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

CITY:

THE CITY OF BUENA PARK
a California municipal corporation

Dated: 10/04, 2021

By: 
City Manager

ATTEST:


City Clerk

APPROVED AS TO LEGAL FORM:

ALVAREZ-GLASMAN & COLVIN

By: 
City Attorney

SIGNATURE PAGE
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

DEVELOPER:

C&C:

C & C DEVELOPMENT CO., LLC, a
California limited liability company

Dated: 9/10, 2021

By: 

Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable
Trust, its member

By: 

Barry A. Cottle, Trustee of
The Cottle Family Trust Dated 3/8/1987,
its member

EXHIBIT A
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT B
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Scope of Development

Except as otherwise approved in the Entitlements, the Project is generally described as follows:

- The Property is a rectangular shape and comprised of 58,599 square feet of land area. Phase I, Lead Based Paint, and Asbestos analyses have been completed for the Site and the existing vacant commercial building. The only findings were minor remediation is needed for lead based paint and asbestos in the flooring mastic, which is included in the scope.
- The Project will include 55 housing units in four (4) three-story buildings with the following unit mix:

| Bedrooms/Units | Number of Units | Unit Sizes (Sf) |
|------------------------|------------------------|------------------------|
| 1-Bedroom Units | 15 | 600 |
| 2-Bedroom Units | 23 | 725 |
| 3-Bedroom Units | 17 | 850 |
| Total / Average | 55 | 730 |

- The gross building area (GBA) for the Type V building with tuck-under parking is 49,914 square feet, which equates to a FAR of 0.86, and includes the following:

| Gross Building Area (Sf) | |
|---|---------------|
| Residential Living Area | 40,125 |
| Community Room / Leasing & Service Office | 2,203 |
| Common Area / Circulation | 7,586 |
| Total | 49,914 |

- Eighty-nine (89) parking spaces will be provided in tuck-under parking garages (36 spaces) and a surface parking lot (53 spaces), which equates to 1.62 spaces per unit.
- The Project will include the following amenities: community room, leasing and services offices; exercise facility; computer room; laundry room; BBQ pavilion and outdoor seating.
- The targeted population will be extremely-low, very-low and low income families. Ten (10) units will be targeted to homeless families as permanent supportive housing units (PSH). Preference will be given to student families for five (5) of the units and preference

will be given to veteran families for eleven (11) of the units. One unit will be set-aside for an onsite manager. The proposed TCAC affordability levels are as follows:

| Income Level | Number of Units |
|---------------------|------------------------|
| 30% of AMI | 14 |
| 40% of AMI | 11 |
| 50% of AMI | 4 |
| 60% of AMI | 18 |
| 70% of AMI | 7 |
| Manager's Unit | 1 |
| Total | 55 |

The proposed City affordability levels are as follows:

| Income Level | Number of Units |
|---|------------------------|
| Extremely-Low Income per Section 50106 and 50053 of the California Health and Safety Code | 14 |
| 59.5% of AMI per Section 50079.5 and 50053 of the California Health and Safety Code | 11 |
| Total | 25 |

- Onsite services will be provided by the Developer, with the County providing wraparound services to the ten (10) permanent supportive housing units.

REPLACED WITH
SECOND AMENDMENT

EXHIBIT C
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Schedule of Performance

| ACTION | DATE |
|---|---|
| 1. <u>Developer Inspections; Condition of the Site.</u> The Developer shall complete its investigation of the Site (including obtaining a survey), its physical condition, the soils and toxic conditions of the Site and all other matters that may affect the Developer's ability to develop the Site pursuant to this Agreement. | Completed. |
| 2. <u>Submission – Updated Project Budget and Updated Project Financing.</u> The Developer shall submit to the City for review and approval a revised Project Budget and the proposed Project Financing. | As a condition to the execution of this Agreement by the City, and within 20 days after written request by the City staff from time to time. |
| 3. <u>SNHP Loan Application, Project Based Vouchers and County Loan Application Submittal.</u> | Within sixty (60) days after execution of this Agreement by the City. |
| 4. <u>Entitlement Approval.</u> | Within two hundred and seventy days (270) after execution of this Agreement by the City. |
| 5. <u>Applications and Awards for TEBs and Tax Credits.</u> The Developer shall make application to the CDLAC for TEBs and TCAC for Tax Credits. | ↓ In the first tax credit cycle immediately following entitlement approval which is currently anticipated to be in May 2022 based upon the 2021 CDLAC/TCAC schedule and, if unsuccessful, the remaining cycles of 2022 and all cycles in 2023, and, subject to Section 4.5, additional cycles in 2024. |
| 6. <u>Opening of Escrow.</u> The City and Developer shall open an escrow for conveyance of the Site to the Developer | Within thirty (30) days after reservation of Tax Credits to Developer by TCAC. |
| 7. <u>Close of Escrow.</u> The Escrow Agent shall close the escrow and the City shall convey title to the Site to the Developer, and the Developer shall accept such | Within 195 days after reservation of Tax Credits to Developer by TCAC. |

EXHIBIT C
C-1

ACTION**DATE**

conveyance. This is a deadline for completion of all conditions to closing.

- | | | |
|-----|---|--|
| 8. | <u>Submission – Certificates of Insurance.</u> The Developer shall furnish to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies. | Prior to Close of Escrow. |
| 9. | <u>Commencement of Construction of Developer's Improvements.</u> The Developer shall commence construction of the improvements to be constructed on the Site. | Within 30 days after the Close of Escrow. |
| 10. | <u>Completion of Construction of Developer's Improvements and Certificate of Occupancy Issued.</u> The Developer shall complete construction of the improvements to be constructed on the Site. | As soon as reasonably possible, but in any event within 20 months after commencement thereof by the Developer. |

EXHIBIT D
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Grant Deed

[Attached Behind This Page]

EXHIBIT D

D-1

RECORDING REQUESTED BY:

City of Buena Park

WHEN RECORDED MAIL TO AND MAIL
TAX STATEMENTS TO:

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

Documentary Transfer Tax is \$ _____.

PART ONE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF BUENA PARK, a California municipal corporation ("**Grantor**"), hereby grants to _____, a California limited partnership ("**Grantee**"), that certain real property located in the City of Buena Park, County of Orange, State of California, specifically described in Exhibit "A" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference.

PART TWO

The conveyance of the Property by the Grantor to the Grantee in Part One is subject to the following community development terms, conditions, covenants and restrictions:

Section 1. Conveyance Subject to Terms of an Affordable Housing Disposition and Development Agreement. The Property is conveyed subject to that certain Affordable Housing Disposition and Development Agreement, dated as of _____, 2021, between the Grantor and the Grantee's predecessor-in-interest (the "**Agreement**"). The provisions of the Agreement are incorporated into this Grant Deed by this reference and are deemed to be a part of this Grant Deed, as though fully set forth in this Grant Deed. A true and correct copy of the Agreement may be obtained from the Office of the Buena Park City Clerk, located at 6650 Beach Blvd., Buena Park, California, 90622, during the City's regular business hours.

Section 2. Condition of Property. The Grantee acknowledges and agrees that the Property is conveyed by the Grantor to the Grantee in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS CONDITION," as of the date of recordation of this Grant Deed, with no warranties, expressed or implied, as to the environmental or other physical condition of the

EXHIBIT D

D-2

Property, the presence or absence of any patent or latent environmental or other physical condition on or in the Property, or any other matters affecting the Property.

Section 3. Obligation to Refrain from Discrimination. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

3.1. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Grantee, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. With respect to familial status, this Section 3.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 3.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 1360 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 3.1.

3.2. The covenant of this Section 3 shall run with the land of the Property in perpetuity and shall be enforceable against the Grantee and its successors and assigns in perpetuity.

Section 4. Form of Non-Discrimination and Non-Segregation Clauses. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

4.1. The Grantee, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

(a) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, paragraph 5.2.1.2 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil

EXHIBIT D

D-3

Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

(b) In leases: “The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased.

Notwithstanding the foregoing paragraph, with respect to familial status, paragraph 5.2.1.2 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred.” The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

“Notwithstanding the foregoing paragraph, with respect to familial status, paragraph 5.2.1.2 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to foregoing paragraph.”

4.2. The covenants of this Section 4 shall run with the land of the Property in perpetuity.

PART THREE

Section 5. Grantee Covenant to Undertake Project. The Grantee covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Grantee shall

EXHIBIT D

D-4

commence and complete the development of the Project on the Property in accordance with the Agreement, and within the time period for such actions set forth in the Schedule of Performance. The Grantee covenants and agrees for itself, its successors, and assigns, that the Property shall be improved, and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, the Entitlements, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 5 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion.

Section 6. Covenants Run with the Land of the Property. Each of the covenants and agreements contained in this Grant Deed touch and concern the Property and each of them is expressly declared to be a community development covenant that runs with the land for the benefit of the Grantor and such covenants run with the land in favor of the Grantor for the entire period that such covenants are in full force and effect, regardless of whether the Grantor is or remains an owner of any land or interest in land to which such covenants relate. The Grantor, in the event of any breach of any such covenants, has the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach, as provided in the Agreement or by law. The covenants contained in this Grant Deed are for the benefit of and are enforceable only by the Grantor, and shall survive the execution and recordation of this Grant Deed and the issuance and recordation of each and every Certificate of Completion, for the time period set forth above for each covenant.

Section 7. Costs and Attorneys' Fees for Enforcement Proceeding. If legal proceedings are initiated to enforce the rights, duties or obligations of any of the covenants set forth in this Grant Deed, then the prevailing party in such proceeding shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 8. Effect of Unlawful Provision; Severability. In the event that any provision of this Grant Deed is held to be invalid or unlawful by a final judgment of a court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Grant Deed.

GRANTOR:
THE CITY OF BUENA PARK
a California municipal corporation

By: _____
Aaron France, City Manager

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT D
D-5

CERTIFICATE OF ACCEPTANCE OF
GRANT DEED

The undersigned hereby acknowledges acceptance by _____, a California limited partnership, the Grantee in the within Grant Deed, of the delivery of the subject Property described in the within Grant Deed from the City of Buena Park.

GRANTEE:

_____, a California limited partnership

By: _____, LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation,
its sole member

By: _____
_____, _____

By: C&C _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC, a
California limited liability company,
its member and manager

Dated: _____, 20__

By: _____
Todd R. Cottle, Trustee of the
2007 Todd R. Cottle and
Jennifer N. Cottle Revocable
Trust, its member

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT D
D-6

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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/they 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 and official seal.

Name: _____
Notary Public

EXHIBIT D
D-7

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 _____)

On _____, before me, _____, Notary Public,
personally appeared _____, 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/they 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 and official seal.

Name: _____
Notary Public

EXHIBIT D
D-8

EXHIBIT 1
TO
GRANT DEED

Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT E
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Notice of Agreement

[Attached Behind This Page]

EXHIBIT E
E-1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

The City of Buena Park
6650 Beach Blvd.

Buena Park, CA 90622
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

NOTICE OF AGREEMENT

AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that C & C DEVELOPMENT CO., LLC a California limited liability company ("C&C"), and the CITY OF BUENA PARK, a California municipal corporation (the "City") entered into an agreement entitled Affordable Housing Disposition and Development Agreement, dated as of _____ 2021 (the "**Agreement**"). A copy of the Agreement is on file with the City and is available for inspection and copying by interested persons as a public record of the City at the Office of the Buena Park City Clerk, located at 6650 Beach Blvd., Buena Park, CA 90622, during the City's regular business hours.

The Agreement affects the real property described in Exhibit A attached to this Notice of Agreement (the "**Property**"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain development covenants running with the land of the Property and other agreements between the Developer and the City affecting the Property, including as set forth below (all section references are to the Agreement):

Section 4.1 of the Agreement provides:

4.1 Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance and no later than the Project Completion Date, subject to Unavoidable Delay. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, the Entitlements, and any and all plans, specifications and similar development documents required by this Agreement, except as approved in Section 4.2 below. The covenants

EXHIBIT E

E-2

of this Section 4.1 shall run with the land of the Property until the date of recordation of the Certificate of Completion.

Section 5.1 of the Agreement provides:

5.1 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. With respect to familial status, this Section 5.1 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section 5.1 shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code relating to housing for senior citizens. Subdivisions (d) of Section 51 and Section 4760, and Section 6714 of the Civil Code and subdivision (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section 5.1. The covenant of this Section 5.1 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

This NOTICE OF AGREEMENT is dated as of _____, 20__, and has been executed on behalf of the Developer and the City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

CITY:

THE CITY BUENA PARK
a California municipal corporation

Dated: _____ 20__

By: _____
City Manager

ATTEST:

City Clerk

EXHIBIT E
E-3

APPROVED AS TO LEGAL FORM:

ALVAREZ-GLASMAN & COLVIN

By: _____
City Attorney

EXHIBIT E

E-4

DEVELOPER:

C & C DEVELOPMENT CO., LLC, a
California limited liability company

Dated: _____, 2021

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable
Trust, its member

By: _____
Barry A. Cottle, Trustee of
The Cottle Family Trust Dated 3/8/1987,
its member

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A
TO
NOTICE OF AGREEMENT

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT F
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Official Action of Developer

The undersigned, do certify that together C & C Development Co., LLC a California limited liability company ("C&C"), will serve as the Developer of the Project under the Agreement described and defined below. No consent or approval of any other person is required for the undersigned to make the certifications set forth in this Certificate.

Each of us, only on behalf of the entity or person identified below, further certify that the following named person(s):

1. Todd R. Cottle, Trustee of the 2007 Todd R. Cottle and Jennifer N. Cottle Revocable Trust, as a member of C & C Development Co., LLC

are, without any additional or further consent of any person, authorized and empowered for and on behalf of and in the name of the respective entity set forth above to: (1) sign and deliver that certain Affordable Housing Disposition and Development Agreement, dated as of _____, 2021 ("**Agreement**"), regarding the development of certain real property located in the City of Buena Park, California, and performance of other obligations of the "Developer" as set forth in the Agreement; (2) sign and deliver all other documents on behalf of the respective entity identified set forth above to be signed or executed in connection with the transactions contemplated in the Agreement; and (3) take all actions on behalf of the respective entity identified above that may be considered necessary to conclude the transactions and complete the development contemplated in the Agreement.

The authority conferred and certified to in this Certificate shall be considered retroactive and any and all acts authorized in this Certificate that were performed before the execution of this Certificate are approved and ratified by each entity identified above. The authority conferred and certified to in this Certificate shall continue in full force and effect until the City Manager of the City of Buena Park receives written notice of the revocation of this Certificate.

We further certify that the activities covered by the authorities conferred and certified to in this Certificate and the foregoing certifications constitute duly authorized activities of each entity or person identified above; that these authorities and certifications are now in full force and effect; and that there is no provision in any document under which the entity identified above is organized and/or that governs such entity's continued existence or limits the power of the undersigned to confer the authorities or make the certifications set forth in this Certificate, and that the same are in conformity with the provisions of all such documents.

DEVELOPER:

C&C:

Dated: _____

C & C Development Co., LLC, a
California limited liability company, its member and
manager

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable Trust

By: _____
Barry A. Cottle, Trustee of The
Cottle Family Trust Dated 3/8/1987

EXHIBIT F
F-2

EXHIBIT G
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Certificate of Completion

[Attached Behind This Page]

EXHIBIT G
G-1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Exempt from Recording fee
pursuant to Gov't Code § 27383

CITY OF BUENA PARK
CERTIFICATE OF COMPLETION

I, _____, City Manager of the City of Buena Park (the "City")
certify that:

Section 1. The Project required to be constructed in accordance with that certain Affordable Housing Disposition and Development Agreement, dated _____ (the "Agreement"), among the City, C & C Development Co., LLC a California limited liability company ("C&C"), as permitted under the Agreement, on that certain real property specifically described in the legal description(s) attached to this Certificate of Completion as **Exhibit A** (the "Property"), is complete in accordance with the provisions of the Agreement.

This Certificate of Completion constitutes conclusive evidence of the City's determination of the Developer's satisfaction of its obligation under the Agreement to construct and install the Project on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Project, whether or not such improvements are located on or off the Property or on other property subject to the Agreement. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Agreement and the Regulatory Agreement recorded against the Property by the Developer and the City under the Agreement. The Agreement is an official record of the City and a copy of the Agreement may be inspected at the City's office located at 6650 Beach Blvd., Buena Park, CA 90622, during the City's regular business hours.

EXHIBIT G
G-2

DATED AND ISSUED this _____ day of _____, _____.

THE CITY OF BUENA PARK
a California municipal corporation

EXHIBIT G
G-3

1603\46\2864071.15
1603\46\2864071.17

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 _____)

On _____, before me, _____, Notary Public,
personally appeared _____, 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/they 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 and official seal.

Name: _____
Notary Public

EXHIBIT G
G-4

EXHIBIT A
TO
CERTIFICATE OF COMPLETION

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

EXHIBIT H
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Regulatory Agreement

[ATTACHED]

EXHIBIT H
H-1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

**REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

by and between

**THE CITY OF BUENA PARK,
a California charter city and municipal corporation,**

and

**_____ LP,
a California limited partnership**

[Dated as of _____, 202_ for reference purposes only]

REGULATORY AGREEMENT (Lincoln Avenue Apartments)

This REGULATORY AGREEMENT (Lincoln Avenue Apartments) ("**Regulatory Agreement**") is made and entered into as of _____, 202_, by and between THE CITY OF BUENA PARK, a California charter city and municipal corporation ("**City**") and _____ LP, a California limited partnership ("**Owner**").

RECITALS

A. The City and the Owner's predecessor-in-interest entered into that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) dated as of _____, 2021 (the "**Affordable Housing Agreement**"), which provides that the City will convey to the Owner that certain property located at the 7101 Lincoln Avenue, Buena Park, California (APN 135-192-50), more specifically described in Attachment No. 1, incorporated herein by this reference (the "**Property**"), subject to the terms and conditions of the Affordable Housing Agreement. Under the Affordable Housing Agreement, the City has agreed to provide financial assistance to the Owner for acquisition of the Property and the construction thereon by the Owner of a fifty-five (55)-unit multifamily residential development for families (the "**Project**").

B. The City and the Owner desire that the Project be operated as a multifamily residential community on the Property with the residential units made available to Qualified Households at an Affordable Rent as more specifically defined herein. This Regulatory Agreement establishes terms and conditions which govern the operation of the Property.

C. The terms of the Affordable Housing Agreement require that certain covenants and affordability restrictions remain in full force and effect on the Project for a term commencing on the date of recordation of this Regulatory Agreement and continuing for fifty-five (55) years following the recordation of Certificate of Completion as defined herein.

Now, therefore, in consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City do hereby covenant and agree for themselves, their successors and assigns as follows:

1. Definitions of Certain Terms. As used in this Regulatory Agreement, the following words and terms shall have the meaning as provided in the recitals or in this Section 1, unless the specific context of usage of a particular word or term may otherwise require. All initially capitalized terms used and not otherwise defined in the recitals or in this section shall have the meaning ascribed to such term by the affordable housing agreement.

1.1. 30% Household. An individual or household that has a household income not greater than thirty percent (30%) of then current AMI adjusted for household size.

1.2. 59.5% Income Household. An individual or household that has a household income not greater than fifty-nine and one-half percent (59.5%) of current AMI adjusted for household

size.

1.3. Affordable Rent. In reference to each Qualifying Unit, the maximum rent, with allowance for utilities, for the applicable household income not to exceed for Extremely Low Income Households the amount set forth in California Health & Safety Code Section 50053(b)(1) adjusted for family size appropriate for the unit, and not to exceed for 59.5% Income Households the product of 30 percent times 59.5 percent of the AMI adjusted for family size appropriate for the unit.

1.4. AMI. The median gross yearly income in the County of Orange, California, as published from time to time by HCD using the standards set forth in the California Health & Safety Code. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

1.5. Annual Report. The Certification of Continuing Program Compliance attached to this Regulatory Agreement as Attachment No. 3 and incorporated by this reference or comparable report filed annually by the Owner with TCAC or other governmental agencies, with any additional information that the City may need to report annual under California Health & Safety Code Section 34176.1.

1.6. Automobile Liability Insurance. Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all the Owner owned, leased, hired and non-owned vehicles, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by the City, which approval shall not be unreasonably withheld, delayed or conditioned.

1.7. Certificate of Completion. The written certification of the City, in substantially the form of Exhibit G attached to the Affordable Housing Agreement, certifying that the construction of the Project has been completed in compliance with the terms and conditions of this Regulatory Agreement.

1.8. City Parties. Collectively, the City and its commissions, agents, attorneys, officers, employees, and authorized representatives.

1.9. HCD. The California Department of Housing and Community Development.

1.10. Income Certification Form. The Certification of Tenant Eligibility attached to this Regulatory Agreement as Attachment No. 2 and incorporated by this reference, or comparable income certification form required by TCAC or other governmental agencies.

1.11. Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000)

for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.12. Management Agent. A person with significant experience in management of affordable rental housing projects substantially similar to the Project and that is, at the time, managing other financially self-supporting, successful affordable rental housing projects substantially similar to the Project.

1.13. Manager Unit. The one (1) Three Bedroom Unit within the Project reserved exclusively for use by the on-site manager employed by the Owner or the Management Agent, as applicable.

1.14. One Bedroom Unit. Any one of the one bedroom residential accommodations within the Project.

1.15. Project. The operation of a multi-family rental housing project which shall include not less than fifty-five (55) units, twenty-five (25) of which shall be rented to Qualified Households at Affordable Rents, and all related on- and off-site improvements, as more particularly described in the Affordable Housing Agreement.

1.16. Property Insurance. Insurance providing coverage for the Property and all improvements on or to the Property against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in the County of Orange, excluding earthquake coverage, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements comprising the Project (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in the County of Orange at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located on the Property; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal, all subject to policy sublimits. Property Insurance shall also include rental or business interruption insurance in an amount, at least, equal to the average annual gross income from the Project for the preceding three (3) calendar years and providing for a 12-month extended period of indemnity.

1.17. Qualified Households. A household that (1) intends to reside in the Qualifying Unit; and (2) whose income does not exceed the maximum income allowable for the subject Qualifying Unit.

1.18. Qualifying Units. The twenty-five (25) One Bedroom Units, Two Bedroom Units and Three Bedroom Units within the Project restricted to occupancy by Qualified Households as set forth in Section 6 (exclusive of the Manager Unit).

1.19. Tax Credits. An allocation from TCAC of four percent (4%) federal low income housing tax credits to finance a portion of the costs of the Project, in accordance with Section 42

of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations.

1.20. TCAC. The California Tax Credit Allocation Committee or its successor in function.

1.21. Term. The period of time following the date of recordation of this Regulatory Agreement, and ending on the fifty-fifth (55th) anniversary of recordation of the Certificate of Completion.

1.22. Three Bedroom Unit. Any one of the three bedroom residential accommodations within the Project.

1.23. Two Bedroom Unit. Any one of the two bedroom residential accommodations within the Project.

1.24. Workers Compensation Insurance. Workers compensation insurance complying with the provisions of California law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of the Owner.

2. Reservation of Property for Affordable Housing. The Owner covenants and agrees to reserve and restrict the Property for construction of the Project and, thereafter, reserve and restrict use and residential occupancy of the Qualifying Units by households who, at the time of initial occupancy of a Qualifying Unit and continuously thereafter (subject to the other provisions of this Regulatory Agreement), until the end of the Term, are members of a Qualifying Household. One (1) Three Bedroom Unit within the Project may be used as a Manager Unit at any given time provided that no Qualifying Unit shall be used as a Manager Unit.

3. Affordable Multi-Family Residential Rental Property Restrictive Covenant. The Owner covenants to and for the benefit of the City that the Owner shall develop, own, manage and operate, or cause the management and operation of, the Project to provide multi-family residential rental housing in the Qualifying Units only to Qualifying Households at an Affordable Rent. The Owner hereby confirms and remakes its covenant set forth in Section 4.1 of the Affordable Housing Agreement to develop the Property with the Project and such covenant is incorporated into this Regulatory Agreement in its entirety by this reference. The Owner will not knowingly permit any Qualifying Unit to be used on a transient basis and will not lease or rent any Qualifying Unit for an initial period of less than twelve (12) months. No Qualifying Unit will, at any time, be leased or rented for use as a hotel, motel, time share, short term rental unit, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitary or rest home.

4. Continuous Operation Covenant. The Owner covenants to and for the benefit of the City to cause the Project to be continuously operated, in accordance with the other provisions of this Regulatory Agreement, throughout the Term.

5. Abandonment. The Owner shall not abandon or surrender the operation of all or any part of the Project during the Term, except due to material casualty or condemnation.

6. Rental of Qualifying Units. The Owner covenants that each Qualifying Unit shall be occupied or available for occupancy by a Qualifying Household at an Affordable Rent on a continuous basis throughout the Term, in accordance with the following tenant income level mix:

6.1. Not less than ten (10) of the One Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.2. Not less than two (2) of the Two Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.3. Not less than two (2) of the Three Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 30% Households; and

6.4. Not less than two (2) of the One Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households; and

6.5. Not less than seven (7) of the Two Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households;

6.6. Not less than two (2) of the Three Bedroom Units shall be occupied or available for occupancy by Qualifying Households that are 59.5% Households; and

If any project- or tenant-based subsidy for the Project is exhausted and is not renewed, the required levels of affordability and Affordable Rent may be increased as reasonably agreed to in writing by the City through an amendment to this Regulatory Agreement if Owner will be otherwise unable to maintain the fiscal integrity of the Project.

7. Affordable Rent. The monthly rent charged to a Qualifying Household for the occupancy of a Qualifying Unit shall never exceed an Affordable Rent for such Qualifying Unit set forth in Section 1.3.

7.1. Rent for Qualifying Units may be increased only once per calendar year, based on changes in Area Median Income; provided that the rent for each Qualifying Unit must never exceed an Affordable Rent for the Qualifying Unit as necessary to maintain the tenant income mix specified in Section 6.

7.2. Determination of Qualifying Household income shall be made by the Owner at the time of initial application by an individual or family for occupancy of a Qualifying Unit. At the time of initial application, the Owner shall require an applicant to complete the Income Certification Form and certify the accuracy of the information provided on such form. On or before April 1 of each calendar year during the Term, the Owner shall require each Qualifying Household occupying a Qualifying Unit to recertify the Qualifying Household's income on the Income Certification Form. The Owner shall make a good faith effort to verify the accuracy of income information provided in any Income Certification Form by an applicant for occupancy of a Qualifying Unit or by a Qualifying Household occupying a Qualifying Unit, by taking one or more of the following steps, as reasonably required or indicated: (1) obtain an income tax return and copy of each W2 Wage and Earnings Statement for the most recently concluded income tax year; (2) conduct a credit reporting agency or similar search; (3) obtain an income verification

form from the applicant's or the Qualifying Household's current employer(s); (4) obtain an income verification form from the United States Social Security Administration and/or the California Department of Social Services, if the applicant or the Qualifying Household receives assistance from either of such agencies; or (5) if the applicant or an adult member of a Qualifying Household is unemployed and has no such income tax return, obtain another form of independent verification. All such verification information shall only be obtained by the Owner after obtaining the applicant's or the Qualifying Household's written consent for the release of such information to the Owner. Failure to consent in writing to the release of such income verification information to the Owner may disqualify an applicant for occupancy of a Qualifying Unit or be grounds for termination of Qualifying Household's occupancy of a Qualifying Unit.

7.3. The Qualifying Units are not specifically assigned to any qualifying income category (i.e., 30% Household or 59.5% Household). The restricted income level of each Qualifying Unit may change as Qualifying Units become vacant, a Qualifying Household tenant's income changes or other Qualifying Units are occupied by Qualifying Households. In all circumstances, though, the rent for each Qualifying Unit shall be an Affordable Rent for the Qualifying Unit as necessary to maintain the restricted income tenant mix required under Section 6. If the income category of a Qualifying Household upon recertification is different from the previous income of the Qualifying Household (i.e. a 30% Household becomes a 59.9% Household or a 59.9% Household's income exceeds the qualifying income limit for a 59.9% Household), the Owner or Management Agent shall rent the next available Unit to a Qualifying Household with an income level that will maintain the tenant income level mix set forth in Section 6. To the extent the federal low-income housing tax credit requirements conflict with the requirements in this Section 7.3 relative to the continued occupancy by households that do not qualify as Qualifying Households, the federal low-income housing tax credit requirements shall apply in place of the provisions in this Section 7.3.

7.4. The Owner shall maintain on file all Income Certification Forms completed by applicants for occupancy of Qualifying Units and by Qualifying Households that occupied or are occupying Qualifying Units in accordance with Section 6 and shall provide copies of the rent roll and Income Certification Forms to the City for its review and approval within fifteen (15) days following Notice to the Owner.

7.5. The Owner and each Qualifying Household occupying a Qualifying Unit shall permit the City to conduct inspections of the Property, the Project and each Qualifying Unit, from time-to-time, for purposes of verifying compliance with this Regulatory Agreement, upon fifteen (15) days prior written notice to the Owner.

7.6. The Owner shall submit its first Annual Report to the City on the April 30th immediately following the issuance of the final Certificate of Occupancy for the Project by the City. Thereafter, on each April 30 during the Term, the Owner shall submit an Annual Report to the City. The City shall maintain the confidentiality of the information contained in any Annual Report specifically relating to any particular Qualifying Household occupying a Qualifying Unit, to the extent reasonably allowed by Law, as determined by the City's general or special counsel.

8. The Owner Covenant Regarding Lease of Qualifying Units. The Owner, for itself, its successors and assigns, covenants and agrees that, if any Qualifying Unit is rented or leased during

the Term, the rental or lease of the Qualifying Unit shall be accomplished through a written lease agreement and all of the following restrictions shall apply:

8.1. A Qualifying Household shall be the record tenant and only occupant of the Qualifying Unit.

8.2. The lease for each Qualifying Unit shall be for an initial term of not less than twelve (12) months.

8.3. Each lease for a Qualifying Unit shall contain all of the following provisions:

8.3.1. An agreement authorizing the Owner to immediately terminate the tenancy of a Qualifying Household occupying a Qualifying Unit, where one or more members of that Qualifying Household misrepresented any fact material to the qualification of such household as a Qualifying Household;

8.3.2. An agreement providing that each Qualifying Household occupying a Qualifying Unit shall be subject to annual certification or recertification of income as a condition to continued occupancy of the Qualifying Unit;

8.3.3. An agreement providing that each Qualifying Household occupying a Qualifying Unit may be subject to rental increases in accordance with this Regulatory Agreement; and

8.3.4. An agreement providing that the Owner will not discriminate on the basis of race, color, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, genetic information or receipt of public assistance or housing assistance in connection with rental of a Qualifying Unit, or in connection with the employment or application for employment of persons for operation and management of the Project, and all contracts, applications and leases entered into for such purposes shall contain similar non-discrimination clauses to such effect.

8.4. The Owner shall not terminate the tenancy or refuse to renew the lease or rental agreement of a Qualifying Household except for: (i) serious or repeated violations of the terms and conditions of the lease; (ii) because the previously Qualifying Household is no longer a Qualifying Household; (iii) for violation of applicable Federal, State, or local law; or (iv) for other good cause. The Owner shall follow all applicable laws in connection with termination of the tenancy of a Qualifying Household or a refusal to renew the lease or rental agreement of a Qualifying Household.

8.5. Tenant Selection Policies and Criteria. The Owner shall adopt written tenant selection policies and criteria that:

8.5.1. are consistent with the purpose of providing affordable rental housing for Qualifying Households at an Affordable Rent;

8.5.2. are reasonably related to tenant eligibility and ability to perform the obligations of the lease for a Qualifying Unit;

8.5.3. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include one or more students so long as the unit is not occupied exclusively by students unless otherwise permitted under Section 42 of the Internal Revenue Code of 1986, as amended, all associated Internal Revenue Service regulations and all associated TCAC regulations;

8.5.4. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, with respect to 11 of the Units in the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include one or more veterans of the United States military;

8.5.5. subject to applicable fair housing laws, provided that the applicant meets standard applicant screening standards for the Project and provided that the Owner has received the SNHP Loan (as defined in the Affordable Housing Agreement), with respect to 10 of the Units in the Project, give reasonable preference and consideration to the housing needs of Qualifying Households that include a household member with serious mental illness and which household is homeless or at risk of homelessness;

8.5.6. subject to applicable fair housing laws and provided that the applicant meets standard applicant screening standards for the Project, give reasonable preference and consideration to the housing needs of households residing in, employed in, or offered employment in the City of Buena Park;

8.5.7. provide for the selection of tenants from a written waiting list in the chronological order of their application subject to Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6, insofar as is practicable;

8.5.8. give prompt written notice to any rejected applicant of the grounds for rejection;

8.5.9. provide for all of the Qualifying Units to be available for occupancy on a continuous basis to Qualifying Households at an Affordable Rent; and

8.5.10. do not give preference to any particular class or group of persons in leasing or renting the Qualifying Units, except as provided in Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6 and to the extent that a tenant must be a Qualifying Household.

To the extent the preferences set forth in this Section 8.5 conflict with the requirements of applicable federal and state fair housing laws or Section 42 of the Internal Revenue Code and implementing guidelines, the requirements of the applicable federal and state fair housing laws and Section 42 will supersede.

9. Non-Discrimination. All units in the Project shall be available at an Affordable Rent for occupancy on a continuous basis to Qualified Households. Except as provided in Sections 8.5.3, 8.5.4, 8.5.5 and 8.5.6, the Owner shall not give preference to any particular class or group of persons in renting the units in the Project. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, gender, gender

identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit. Neither the Owner nor any person claiming under or through the Owner, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of any Unit, the Project or the Property. All deeds, leases or contracts made or entered into by the Owner as to the units, the Project or the Property or any portion thereof, shall contain covenants prohibiting discrimination, as prescribed by this Regulatory Agreement. The Owner shall include a statement in all advertisements, notices and signs for the availability of units in the Project for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

10. Equal Housing Notice. Provide for a statement in all advertisements, notices and signs for the availability of Qualifying Units for lease or rent to the effect that the Owner is an equal housing opportunity provider, and include an equal housing opportunity logotype in all notices, signs and advertisements in print media for the Qualifying Units.

11. Development and Management of the Project.

11.1. Management of Project. The Owner shall be responsible for management of the Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income, gender and the age of the head of household and relation of head of household to the household, of all Qualified Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall bear no responsibility for the management or operation of the Project or the Property. The Project shall at all times be managed by a Management Agent reasonably acceptable to the City, with demonstrated ability to operate residential rental facilities similar to the Project in a manner that will provide decent, safe, and sanitary housing. For the purposes hereof, if the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner, such Management Agent shall be deemed approved by the City. If the Management Agent is an entity or person other than the Owner, its employees, a partner in the Owner or an entity owned or controlled by the Owner or which owns and/or controls the Owner, the Owner shall submit for the City's approval the identity of any proposed Management Agent, together with additional information relevant to the background, experience and financial condition of any proposed Management Agent, as reasonably requested by the City. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Owner in writing within thirty (30) days following the Owner's written request for such approval. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. The City hereby approves Advanced Property Services, LLC, as the initial Management Agent.

(1) If the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner and the City determines the Owner has not met

its management responsibilities, the City shall have the right to enter the Project, to review relevant documentation to determine if the Owner is acting in a reasonable manner and to require the Owner to hire a third party management company acceptable to the City.

11.2. Insurance.

11.2.1. Required Insurance. The Owner shall maintain, to protect the City Parties against all insurable claims resulting from the actions of the Owner in connection with this Regulatory Agreement, the Property and the Project, at the sole cost and expense of the Owner during the Term hereof the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance to the extent required by this Regulatory Agreement; (c) Property Insurance; and (d) Workers Compensation Insurance. The Owner shall require all subcontractors to maintain the same insurance required of the Owner set forth in this Section 11.2 prior to performing any work on the Property or the Project.

11.2.2. Policy Requirements and Endorsements. All insurance policies required by this Regulatory Agreement shall contain (by endorsement or otherwise) the following provisions:

Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall name the City Parties as "additional insured." The Owner's Property Insurance policy shall name the City as a "loss payee." The coverage afforded to the City Parties shall be at least as broad as that afforded to the Owner regarding the Property and the Project and may not contain any terms, conditions, exclusions, or limitations applicable to the City Parties that do not apply to the Owner.

Primary Coverage. Any insurance or self-insurance maintained by the City Parties shall be in excess of all insurance required under this Regulatory Agreement and shall not contribute to any insurance required under this Regulatory Agreement.

Contractual Liability. The Owner's Liability Insurance policy shall contain contractual liability coverage for the Owner's indemnity obligations under this Regulatory Agreement. The Owner's obtaining or failure to obtain such contractual liability coverage shall not relieve the Owner from nor satisfy any indemnity obligation of the Owner under this Regulatory Agreement.

Deliveries to the City. The Owner shall deliver to the City evidence of all insurance policies required by this Regulatory Agreement. No later than three (3) days before any insurance required by this Regulatory Agreement expires, is cancelled or its liability limits are reduced or exhausted, the Owner shall deliver to the City evidence of the Owner's maintenance of all insurance this Regulatory Agreement requires. Each insurance policy required by this Regulatory Agreement shall be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) calendar days' advance written notice of such action has been given to the City by certified mail, return receipt requested; provided that if a thirty (30) days' notice of cancellation endorsement is not available the Owner shall notify the City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by the Owner; and further provided, however, that only ten (10) days' advance written notice shall be required

for any such action arising from non-payment of the premium for the insurance. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included, to the extent commercially available, in the cancellation wording of any certificates or policies of insurance applicable to the City Parties pursuant to this Regulatory Agreement.

Waiver of Certain Claims. The Owner shall cause each insurance carrier providing insurance coverage under this Regulatory Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to the City Parties, if not already in the policy. To the extent that the Owner obtains insurance with a Waiver of Subrogation, the parties release each other, and their respective authorized representatives, from any claims for damage to any person or property to the extent such claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Regulatory Agreement.

No Claims Made Coverage. None of the insurance coverage required under this Regulatory Agreement may be written on a claims-made basis.

11.2.3. Fully Paid and Non-Assessable. All insurance obtained and maintained by the Owner pursuant to this Section 11.2 shall be fully paid for and non-assessable. However, such insurance policies may be subject to insurer audits.

11.2.4. City Option to Obtain Coverage. During the continuance of an Event of Default arising from the failure of the Owner to carry any insurance required by this Regulatory Agreement, the City may, at its option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Owner of any premiums and associated reasonable costs paid by the City for such insurance coverage. Any amount becoming due and payable to the City under this Section 11.2.4 that is not paid within fifteen (15) calendar days after written demand from the City for payment of such amount, within an explanation of the amounts demanded, will bear interest from the date of the demand at the rate of eight percent (8%) per annum or the maximum interest rate allowed by applicable law, whichever is less. Any election by the City to purchase or not to purchase insurance otherwise required by the terms of this Regulatory Agreement to be carried by the Owner shall not relieve the Owner of its obligation to obtain and maintain any insurance coverage required by this Regulatory Agreement.

11.2.5. Separation of Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall provide for separation of insured for the Owner and the City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Regulatory Agreement may provide a cross-suits exclusion for suits between named insureds, but shall not exclude suits between named insureds and additional insureds.

11.2.6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Regulatory Agreement shall be declared to and approved by the City. The Owner shall pay all such deductibles or self-insured retentions regarding the City Parties or, alternatively, the insurer under each insurance policy required by this Section 11.2 shall eliminate such deductibles or self-insured retentions with respect to the City Parties.

11.2.7. No Separate Insurance. The Owner shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Regulatory Agreement, unless the City is made an additional insured thereon, as required by this Regulatory Agreement.

11.2.8. Insurance Independent of Indemnification. The insurance requirements of this Regulatory Agreement are independent of the Owner indemnification and other obligations under this Regulatory Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify the Owner's indemnification or other obligations or to limit the Owner's liability under this Regulatory Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude the City from taking such other actions as are available to it under any other provision of this Regulatory Agreement or otherwise at law or in equity.

11.2.9. Nature of Insurance. The policies of insurance required by this Regulatory Agreement shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "XI" (exception may be made for the California Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in California. The Owner may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Regulatory Agreement; and (ii) such policy otherwise complies with this Regulatory Agreement.

12. Maintenance of the Project. The Owner, for itself, its successors and assigns, hereby covenants and agrees that the exterior areas of the Project which are subject to public view (e.g.: all improvements, paving, walkways, landscaping, and ornamentation) shall be maintained in good repair and in a neat, clean and orderly condition, ordinary wear and tear excepted. In the event that at any time during the Term, there is an occurrence of an adverse condition on any area of the Project which is subject to public view in contravention of the general maintenance standard described above ("**Maintenance Deficiency**"), then the City shall notify the Owner in writing of the Maintenance Deficiency and give the Owner thirty (30) calendar days from the date of such notice to cure the Maintenance Deficiency as identified in the notice. "Maintenance Deficiency" includes, without limitation, the following inadequate or non-conforming property maintenance conditions and/or breaches of residential property use restrictions: (i) failure to properly maintain the windows, structural elements, and painted exterior surface areas of the units in a clean and presentable manner; (ii) failure to keep the common areas of the Project free of accumulated debris, appliances, inoperable motor vehicles or motor vehicle parts, or free of storage of lumber, building materials or equipment not regularly in use on the Property; (iii) failure to regularly maintain, replace and renew the landscaping in a reasonable condition free of weed and debris; and (iv) the use of garage areas on the Project for purposes other than the parking of motor vehicles and the storage of personal possessions and mechanical equipment of persons residing in the Project.

12.1. In the event the Owner fails to cure or commence to cure the Maintenance Deficiency within the time allowed, the City may thereafter conduct a public hearing following

transmittal of written notice thereof to the Owner ten (10) calendar days prior to the scheduled date of such public hearing in order to verify whether a Maintenance Deficiency exists and whether the Owner has failed to comply with the provision of this Section 12. If, upon the conclusion of a public hearing, the City makes a finding that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, as described above, then the City shall have the right to enter the Project (exterior areas of the Project which are subject to public view only) and perform all acts necessary to cure the Maintenance Deficiency, or to take other action at law or equity that the City may then have to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency as authorized by this Section 12.1 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by the City to the Owner, the City shall have the right to enforce the lien in the manner as provided in Section 12.3.

12.2. Graffiti which is visible from any public right-of-way which is adjacent or contiguous to the Project shall be removed by the Owner from any exterior surface of a structure or improvement on the Project by either painting over the evidence of such vandalism with a paint which has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water as appropriate. In the event that graffiti is placed on the Project (exterior areas only) and such graffiti is visible from an adjacent or contiguous public right-of-way and thereafter such graffiti is not removed within seventy-two (72) hours following the time of its application, or the Owner's actual knowledge of its existence, whichever occurs later; then in such event and without notice to the Owner, the City shall have the right to enter the Project and remove the graffiti. Notwithstanding any provision of the Regulatory Agreement to the contrary, any sum expended by the City for the removal of graffiti from the Project as authorized by this Section 12.2 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by the City to the Owner, the City shall have the right to enforce its lien in the manner as provided in Section 12.3.

12.3. The parties hereto further mutually understand and agree that the rights conferred upon the City under this Section 12 expressly include the power to establish and enforce a lien or other encumbrance against the Property in the manner provided under California Civil Code Sections 2924, 2924b and 2924c, as such sections may be amended or superseded, in the amount as reasonably necessary to restore the Project to the maintenance standards required under this Section 12, including attorneys' fees and costs of the City associated with the abatement of the Maintenance Deficiency or removal of graffiti and the collection of the costs of the City in connection with such action. In any legal proceeding for enforcing such a lien against the Project, the prevailing party shall be entitled to recover its attorneys' fees and costs of suit. The provisions of this Section 12 shall be a covenant running with the land for the Term and shall be enforceable by the City in its discretion, cumulative with any other rights or powers granted to the City under applicable law. Nothing in the foregoing provisions of this Section 12 shall be deemed to preclude the Owner from making any alterations, additions, or other changes to any structure or improvement or landscaping on the Project, provided that such changes comply with the zoning and development regulations of the City and other applicable law.

12.4. Capital Replacement Reserve Account. The Owner shall establish an account for the payment of repair and replacement of capital items ("**Capital Replacement Reserve**

Account") in an initial amount as required by the Institutional Lenders for the Project or the investor limited partner of the Owner. Each year thereafter, the Owner shall deposit into the Capital Reserve Replacement Account additional amounts as required by the Institutional Lenders for the Project or the investor limited partner of the Owner, but not less than Two Hundred Fifty Dollars (\$250) per Unit per year.

12.4.1. Capital Repairs and Replacements. Capital repairs and replacements shall include, but not be limited to, the following: wet and dry utilities; roof repair and replacement as necessary; repair and replacement of boilers and the major operating components thereof; stucco repair and replacement; exterior painting; replacement of carpeting and vinyl or other hard surface flooring; replacement of drapes; replacement of dishwashers, garbage disposals and other interior appliances; repair and replacement of heating, ventilating and air conditioning systems, equipment and components; and installation of solar panels. All of the foregoing and other similar expenditures on the Project shall be considered to be qualifying capital repair and replacement expenses. Interior painting and servicing, repair or replacement of interior hardware shall not be considered to be a capital repair, but shall be ordinary operating expenses for the Project. The Owner shall withdraw funds from the Capital Replacement Reserve Account to pay such capital repair and replacement expenses as the Owner may deem necessary for the purposes of meeting the maintenance and replacement obligations described herein.

12.4.2. Insured Depository. The Capital Replacement Reserve Account shall be maintained in a depository insured by an agency of the federal government.

12.4.3. Documentation. Annually, or more frequently at the City's, the Owner shall document the level of capital repairs and replacements for the preceding period. The Owner shall maintain and shall provide as requested documentation showing the quantity and price of items purchased, price of materials and the cost of contracted labor or other services incurred in connection with such capital repair and replacement, and such other items as the City may reasonably request.

12.4.4. Withdrawals from Reserve Account. On an annual basis, the Owner shall notify the City of the anticipated cash requirements which will need to be withdrawn from the Capital Replacement Reserve Account. Amounts so budgeted and approved by the City may be withdrawn by the Owner from the indicated Capital Replacement Reserve Account without further the City approval. Other withdrawals for unbudgeted, unanticipated or emergency Project expenditures may be withdrawn by the Owner without prior the City approval, but the Owner shall notify the City in writing within ten (10) calendar days after withdrawal. All amounts so withdrawn by the Owner shall be expended on the Project and in accordance with this Regulatory Agreement. Withdrawals in excess of Twenty-Five Thousand Dollars (\$25,000) in any one calendar year shall be pre-approved by the City in its reasonable discretion, subject to the rights of any Senior Lenders or the investor limited partner of the Owner.

12.4.5. Interest Earned on Funds in the Capital Replacement Reserve Account. Any interest or other earnings from sums deposited into the Capital Replacement Reserve Account shall be retained in and added to the balance in said account.

12.4.6. Capital Needs Assessment. If requested in writing by the City, the Owner

shall deliver to the City, for the City's reasonable review and approval, a capital needs assessment ("CNA") no more often than every ten (10) years after the date of the Certificate of Completion for the Project. The CNA shall include an analysis of the Owner's actual expenditures for capital needs compared to the most recently approved CNA, the Owner's original operating budget and its then-current operating budget. Each CNA shall include a ten (10) year capital needs assessment or analysis of replacement reserve requirements prepared by a qualified third party in accordance with reasonable and customary standards for similar residential rental projects.

12.4.7. Displacement of Residents and Relocation. The Owner shall make best efforts to conduct capital repairs and replacements and ordinary repair and maintenance (collectively, "**Repairs**") in good faith and in a manner that does not result in the displacement of any of the residents of the Units. If any of the Owner's actions to conduct Repairs result in displacement of any of the Units' residents, the Owner shall notify the City in writing, prior to conducting such Repairs, of the identities of the residents to be displaced, the Units they will be displaced from, and the estimated length of time such residents shall be displaced. If the displacement of the residents triggers relocation obligations, the Owner shall be responsible, at its sole cost and expense, for any and all such relocation obligations and related expenses. The Owner shall comply with all applicable federal, state and local laws, rules and regulations regarding such relocation obligations and related expenses, including any relocation requirements set forth by the City. The Owner shall defend, indemnify and hold harmless the City Parties from and against all liability for any relocation obligations and related expenses attributable to any Repairs.

13. Covenants to Run with the Land. The Owner and the City hereby declare their specific intent that the covenants, reservations and restrictions set forth herein are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction(s) of the City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of the Owner in the Property for the Term. The Owner hereby expressly assumes the duty and obligation to perform each of the covenants and to honor each of the reservations and restrictions set forth in this Regulatory Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

14. Burden and Benefit. The City and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Property is affected by the affordable dwelling use and occupancy covenants hereunder. The City and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the affordable housing goals and objectives of the City and in order to make the Property available for acquisition by the Owner.

15. Defaults.

15.1. Events of Default. The occurrence of any of the following is a default and shall constitute a material breach of this Regulatory Agreement and, if not corrected, cured or remedied

in the time period set forth in Section 15.2, shall constitute an "**Event of Default**" hereunder:

15.1.1. failure of the Owner or any person under its direction or control to comply with or perform when due any material term, obligation, covenant or condition contained in this Regulatory Agreement;

15.1.2. any warranty, representation or statement made or furnished to the City by the Owner under this Regulatory Agreement that is false or misleading in any material respect either now or at the time made or furnished;

15.1.3. the dissolution or termination of the existence of the Owner as an ongoing business, insolvency, appointment of a receiver for any part of the Property of the Owner, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Owner; or

15.1.4. an Event of Default pursuant to the Affordable Housing Agreement.

15.2. Notice of Default. The City shall give written notice of default to the Owner, in accordance with Section 22, stating that such notice is a "**Notice of Default**", specifying the default complained of by the City and requiring the default to be remedied within thirty (30) calendar days of the date of the Notice of Default. Except as required to protect against further material damage, the City may not institute legal proceedings against the Owner until thirty (30) calendar days after providing the Notice of Default. Failure or delay in giving a Notice of Default shall not constitute a waiver of any default, nor shall it change the time of occurrence of the default. If the default specified in the Notice of Default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Owner initiates corrective action within said thirty (30) calendar day period and diligently works to effect a cure as soon as possible, then the Owner may have such additional time as authorized in writing by the City as reasonably necessary to complete the cure of the default prior to exercise of any other remedy for the occurrence of an Event of Default. Such authorization for additional time to cure shall not be unreasonably withheld, conditioned or delayed. The City shall give the investor limited partner in the Owner the following notice and cure rights:

15.2.1. The City will give the limited partner a copy of any Notice (at the limited partner's address provided in a notice by the Owner to the City) that the City gives to the Owner under this Regulatory Agreement, provided that Owner has provided the address and contact information for the investor limited partner in writing to the City;

15.2.2. The City will give the limited partner thirty (30) days after the date of such Notice to cure a non-payment of any sum due under this Regulatory Agreement;

15.2.3. The City will give the limited partner sixty (60) days after the date of such Notice to cure any other default under this Regulatory Agreement;

15.2.4. If a non-monetary default is incapable of being cured within sixty (60) days, the City will give the limited partner an additional ninety (90) days to cure such default provided the limited partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period; and

15.2.5. If the limited partner makes any such payment or otherwise cures such default, the City will accept such action as curing such default as if such payment or cure were made by the Owner.

If the Owner and limited partner fail to take corrective action relating to a default within thirty (30) calendar days following the date of Notice of Default (or to complete the cure within the additional time as may be authorized by the City or set forth above for the limited partner of the Owner), an Event of Default shall be deemed to have occurred.

15.3. Inaction Not a Waiver of Default. Any failure or delays by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

16. Remedies. Upon the occurrence of an Event of Default, the City shall, in addition to the remedial provisions of Section 12 as related to a Maintenance Deficiency at the Property, be entitled to seek any appropriate remedy or damages by initiating legal proceedings as follows: (i) by mandamus or other suit, action or proceeding at law or in equity, to require the Owner to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City; or (ii) by other action at law or in equity as necessary or convenient to enforce the obligations, covenants and Agreements of the Owner to the City.

16.1. Rights and Remedies are Cumulative. The rights and remedies of the City as set forth in this Section 16 are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner.

16.2. Enforcement by Third Parties. No third party shall have any right or power to enforce any provision of this Regulatory Agreement on behalf of the City or to compel the City to enforce any provision of this Regulatory Agreement against the Owner or the Project.

17. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California and applicable federal laws, without regard to its conflicts of laws principles.

18. Amendment. This Regulatory Agreement may be amended after its recordation only by a written instrument executed by the Owner and the City.

19. Attorney's Fees. In the event that a party to this Regulatory Agreement brings an action to enforce any condition or covenant, representation or warranty in this Regulatory Agreement or otherwise arising out of this Regulatory Agreement, the prevailing party(ies) in such action shall be entitled to recover from the other party reasonable attorneys' fees to be fixed by the court in which a judgment is entered, as well as the costs of such suit. for the purposes of this Section 19, the words "reasonable attorneys' fees," in the case of the City, shall include the salaries, costs and overhead of the City Attorney as well as any other legal counsel hired by the City in such action, as allocated on an hourly basis.

20. Severability. If any provision of this Regulatory Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Regulatory Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

21. Time is of the Essence. For each provision of this Regulatory Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed to be of the essence.

22. Notices, Demands and Communications Between the Parties. Any and all notices submitted by any party to another party pursuant to or as required by this Regulatory Agreement shall be dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the party, as set forth in this Section. Such notice may be sent in the same manner to such other addresses as any [arty may from time to time designate by notice. Any notice shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, or two (2) calendar days after it is placed in the United States mail, as provided in this Section. Rejection, other refusal to accept or the inability to deliver any notice because of a changed address of which no notice was given or other action by a person or entity to whom notice is sent, shall be deemed receipt of the notice.

The following are the authorized addresses for the submission of notices to the parties, as of the date of this Regulatory Agreement:

To the Owner:

____ LP

With copies to

C & C Development Co., LLC
14211 Yorba Street, Suite 200
Tustin, CA 92780
Attn: Todd Cottle

and to:

Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Lynn Hutchins

To the City:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

With copies to:

23. Recording. The parties hereto shall cause this Regulatory Agreement to be recorded in the official records of the County of Orange.

24. No Third Party Beneficiary. No claim as a third-party beneficiary under this Regulatory Agreement by any person, corporation or any other entity, shall be made or be valid against the City or the Owner.

25. Prohibition Against Transfer.

25.1. Except as expressly provided in the Affordable Housing Agreement, the Owner shall not, without prior written approval of the City, which may not be unreasonably withheld, delayed or conditioned: (i) assign or attempt to assign this Regulatory Agreement or any right herein; or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Property or the improvements thereon, with the exception of leases of the residential units as permitted by this Regulatory Agreement, or permit to be placed on any of the Property any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien.

25.2. In the absence of specific written agreement or approval by the City, no unauthorized sale, transfer, conveyance, lease, leaseback or assignment of the Property shall be deemed to relieve the Owner or any other party from any obligations under this Regulatory Agreement.

26. City Approvals and Actions. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Regulatory Agreement and execute documents on behalf of the City (to the extent not provided otherwise in this Regulatory Agreement), including, without limitation, any documents necessary to implement any changes in the number or affordability of the Qualifying Units, as may be required by TCAC or to maintain the fiscal integrity of the Project, so long as such actions do not reduce the length of affordability of the Qualifying Units or add to the costs incurred or to be incurred by the City as specified herein. The City Manager reserves the right, in his or her sole and absolute discretion, to submit any requested modification, interpretation, amendment or waiver to the City Council if the City Manager determines or believes that such action could increase the risk, liability or costs to the City, or reduce the length of affordability of the Project.

IN WITNESS WHEREOF, the Owner and the City have caused this Regulatory Agreement to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

[Signatures on following pages]

**CITY SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

CITY:

CITY OF BUENA PARK,
a California charter city and municipal corporation

By: _____

Date: _____

City Manager

ATTEST:

City Clerk

**OWNER SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)**

OWNER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C&C Development Co., LLC,
a California limited liability company,
its member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

ATTACHMENT NO. 1
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

ATTACHMENT NO. 1

-1-

ATTACHMENT NO. 2
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

Certification of Tenant Eligibility

NOTE TO PROPERTY OWNER: This form is designed to assist you in computing Annual Income.

Re: Lincoln Avenue Apartments, Buena Park, California

I/We, the undersigned, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the property listed above. Listed below are the names of all persons who intend to reside in the unit:

| 1. | 2. | 3. | 4. | 5. |
|--|--|------------|---------------------------------------|--------------------------------|
| Names of Members of Household | Relationship to Head of Household | Age | Social Security Number | Place of Employment |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

6. Head of Household (check one):

Mother: _____

Father: _____

Other: _____ (specify relationship – i.e. legal guardian, sister, brother, etc.)

Income Computation

7. The total anticipated income, calculated in accordance with the provisions of this Section 7, of all persons over the age of 18 years listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$ _____.

Included in the total anticipated income listed above are:

(a) all wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services, before payroll deductions;

(b) the net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets);

(c) interest and dividends (including income from assets excluded below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of period receipts, including any lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the maximum amount of public assistance available to the above persons other than the amount of any assistance specifically designated for shelter and utilities;

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling;

(h) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and

(i) any earned income tax credit to the extent that it exceeds income tax liability.

Excluded from such anticipated income are:

(i) casual, sporadic or irregular gifts;

(ii) amounts which are specifically for or in reimbursement of medical expenses;

(iii) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses;

(d) amounts of educational scholarship paid directly to the student of the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition,

fees, book and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes, are to be included in income;

(e) special pay to a household member who is away from home and exposed to hostile fire;

(f) relocation payments under Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

(g) foster child care payments;

(h) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977;

(i) payments to volunteers under the Domestic Volunteer Service Act of 1973; payments received under the Alaska Native Claims Settlement Act.

(j) income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

(k) payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;

(l) payments received from the Job Training Partnership Act;

(m) the first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims.

8. Do the persons whose income or contributions are included in item 6 above:

(a) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles and interests in Indian trust land)? ☐ Yes ☐ No; or

(b) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ☐ Yes ☐ No

(c) If the answer to (a) or (b) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? ☐ Yes ☐ No

(d) If the answer to (c) is yes, state:

(i) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy in the unit that you propose to rent: \$ _____; and

(ii) the amount of such income, if any, that was included in item 6 above:
\$ _____

9.

(a) Are all of the individuals who propose to reside in the unit full-time students*?
____ Yes ____ No

*A full-time student is an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, is at least one of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ____ Yes ____ No

10. Neither myself nor any other occupant of the unit I/we propose to rent is the Owner of the property in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner or owns, directly or indirectly, any interest in the Ownership. For purposes of this section, indirect the Ownership by an individual shall mean the Ownership by a family member, the Ownership by a corporation, partnership, estate or trust in proportion to the Ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member, and the Ownership, direct or indirect, by a partner of the individual.

11. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and, based upon information I/we deem reliable and that the statement of total anticipated income contained in Section 7 is reasonable and based upon such investigation as the undersigned deemed necessary.

12. I/we will assist the Owner in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

13. I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the units and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

14. Housing Issuer Statistical Information (Optional--will be used for reporting purposes only):

Marital Status: _____

Race (Head of Household)

White _____ Asian _____ Hispanic _____

African-American _____ Native American _____ Other _____

Physical Disability: Yes _____ No _____

I/we declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, _____ in the County of Orange, California.

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in number 2 above required]

FOR COMPLETION BY PROPERTY THE OWNER ONLY:

1. Calculation of eligible income:

(a) Enter amount entered for entire household in 6 above: \$ _____

(b) (1) If answer to 7(c) above is yes, enter the total amount entered in 7(d)(1), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance (\$ _____);

(2) Multiply the amount entered in 7(c) times the current passbook savings rate to determine what the total annual earnings on the amount in 7(c) would be if invested in passbook

savings (\$ _____), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance

(3) Enter at right the greater of the amount calculated under (1) or (2) above:
\$ _____;

(c) TOTAL ELIGIBLE INCOME

(Line 1(a) plus line 1(b)(3): \$ _____

2. The amount entered in 1(c):

_____ Qualifies the applicant(s) as a Qualified Household.

_____ Does not qualify the applicant(s) as Qualified Household.

3. Apartment unit assigned:

Bedroom Size: _____ Rent: \$ _____

4. This apartment unit [was/was not] last occupied for a period of 31 consecutive days by persons whose aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, qualified them as a Qualified Household.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

Manager

The undersigned employee has applied for a rental unit located in a project financed in part by the City of Buena Park for persons of very low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income

1603\46\2688272.5

ATTACHMENT NO. 3
TO
REGULATORY AGREEMENT
(Lincoln Avenue Apartments)

**Certificate of Continuing Program Compliance
For Annual Reporting Period Ending**

The undersigned, _____, as the authorized representative of _____ LP, a California limited partnership ("Owner"), has read and is thoroughly familiar with the provisions of the various documents associated with the financial assistance provided by the City of Buena Park ("City"), as established in numerous documents including the Regulatory Agreement, dated as of _____, 202_, between the Owner and the City.

As of the date of this Certificate, the following percentage of residential units in the Project are (i) occupied by Qualified Households (as such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Household vacated such unit, as indicated:

Number of Units occupied by Qualified Households: _____

Number of Vacant Units: _____

Number of Qualified Households who commenced
occupancy during the preceding reporting period: _____

Attached is a separate sheet ("Occupancy Summary") listing, among other items, the appropriate information for each residential unit in the Project, the occupants of each unit and the rent paid for each unit. The information contained thereon is true and accurate and reasonable and is based on information submitted to the Owner and is certified under penalty of perjury by each tenant.

[Signatures on following page]

The undersigned hereby certifies that (1) a review of the activities of the Owner during such reporting period and of the Owner's performance under the Regulatory Agreement has been made under the supervision of the undersigned; and (2) to the best of the knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents.

Dated: _____

OWNER

_____ LP, a California limited
partnership

By: _____

Name: _____

Its: _____

OCCUPANCY SUMMARY

Total Number of Units in the Project: _____

Total Units occupied by Qualified Households: _____

Total Units available for rent to Qualified Households: _____

ATTACHED IS THE FOLLOWING INFORMATION:

A. Resident and rental information on each occupied apartment in the complex.

B. Certification of Tenant Eligibility for all Qualified Households who have moved into _____, Buena Park, California, since the filing of the last Occupancy Summary. The same are true and correct to the best of the undersigned's knowledge and belief.

Dated: _____

OWNER:

_____ LP, a California limited
partnership

By: _____

Name: _____

Its: _____

EXHIBIT I
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Deed of Trust

[ATTACHED]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Boulevard, Second Floor
Buena Park, California 90622
Attn: City Manager

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF RENTS)
(Lincoln Avenue Apartments)

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) ("**Deed of Trust**") is dated as of _____, 202_, by _____ LP, a California limited partnership, whose address is _____ ("**Trustor**"), to TICOR TITLE COMPANY OF CALIFORNIA, a California corporation ("**Trustee**"), for the benefit of the CITY OF BUENA PARK, a California charter city and municipal corporation, whose address is 6650 Beach Boulevard, Second Floor, Buena Park, California 90622 ("**Beneficiary**"), and is executed to secure those two certain Promissory Notes each of even date herewith, in the principal amounts of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000.00) [**or appraised amount**] and One Million Dollars (\$1,000,000.00), respectively, executed by Trustor in favor of Beneficiary (such Promissory Notes, as it may from time to time be supplemented, amended extended, renewed or otherwise modified), the provisions of which are incorporated in the Deed of Trust by this reference.

This Deed of Trust is made with respect to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments), dated _____, 2021, for reference purposes only, between the Trustor's predecessor-in-interest and the Beneficiary (the "**Affordable Housing Agreement**").

Trustor hereby IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in Trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION, the following property ("**Trust Estate**"):

(a) All of that certain real property in the City of Buena Park, County of Orange, State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("**Subject Property**");

(b) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property ("**Improvements**");

(c) All tenements, hereditament, appurtenances, privileges, franchises and other rights and interests now or in the future benefitting or otherwise relating to the Subject Property or the Improvements, including easements, rights-of-way and development rights ("**Appurtenances**"). (Appurtenances, together with the Subject Property and the Improvements, are hereafter collectively referred to as the "**Real Property**");

(d) Subject to the assignment to Beneficiary set forth in Paragraph 4 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management operation, leasing or occupancy of the Trust Estate, including those past due and unpaid ("**Rents**");

(e) All present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California Uniform Commercial Code ("**UCC**"), whether existing now or in the future) located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property ("**Goods**," and together with the Real Property, collectively the "**Property**"); and

(f) All present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements, and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other

rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (collectively, "**Intangibles**").

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "**Personal Property**"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the UCC.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may elect, the following: (a) payment of that certain Land Promissory Note dated _____, 202_ in the original principal amount of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000.00) [or appraised amount] (the "**Land Note**"), (b) payment of that certain Project Promissory Note dated _____, 202_ in the original principal amount of One Million Dollars (\$1,000,000.00) (the "**Project Note**", and together with the Land Note referred to herein as the "**Notes**"); and (c) due, prompt and complete observance, performance and discharge of each and every monetary and non-monetary condition, obligation, covenant and agreement contained herein or contained in the Affordable Housing Agreement. The Affordable Housing Agreement, that certain Regulatory Agreement (Lincoln Avenue Apartments) dated _____, 2020, for reference purposes only, between the Trustor and the Beneficiary ("**Regulatory Agreement**") and the Notes (collectively, "**Secured Obligations**") and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof, however evidenced.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

1. That Trustor shall perform its obligations as set forth in the Secured Obligations at the time and in the manner respectively provided therein;
2. That Trustor shall not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed;
3. That the Secured Obligations are incorporated in and made a part of this Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be due and payable. This Deed of Trust shall cover, and the property subject hereto shall include, all property now or hereafter affixed or attached to or incorporated upon the Subject Property in, to or under which Trustor now has or hereafter acquires any right, title or interest, which, to the fullest extent permitted by law, shall be deemed

fixtures and a part of the Subject Property. To the extent any of the property subject to this Deed of Trust consists of rights in action or personal property covered by the UCC, this Deed of Trust shall also constitute a security agreement, and Trustor hereby grants to Beneficiary, as secured party, a security interest in such property, including all proceeds thereof, for the purpose of securing the Secured Obligations. In addition, for the purpose of securing the Secured Obligations, Trustor hereby grants to Beneficiary, as secured party, a security interest in all of the property described herein in, to, or under which Trustor now has or hereafter acquires any right, title or interest, whether present, future or contingent, including, but not limited to, all equipment, inventory, accounts, general intangibles, instruments, documents and chattel paper, as those terms are defined in the UCC, and all other personal property of any kind (including, without limitation, money and rights to the payment of money), whether now existing or hereafter created, that are now or at any time hereafter (i) in the possession or control of Beneficiary in any capacity; (ii) erected upon, attached to or appurtenant to the Subject Property; (iii) located or used on the Subject Property or identified for use on the Subject Property (whether stored on the Subject Property or elsewhere); or (iv) used in connection with, arising from, related to, or associated with the Subject Property or any of the personal property described herein, the construction of any improvements on the Subject Property, the ownership, development, maintenance, management or operation of the Subject Property, the use or enjoyment of the Subject Property or the operation of any business conducted thereon, including, without limitation, all such property described as the Trust Estate hereinabove. The security interests granted in this Paragraph 3 are hereinafter severally and collectively called the "Security Interest". The Security Interest shall be self-operative with respect to the real property described herein but Trustor shall execute and deliver on demand such additional security agreements, financing statements and other instruments as may be requested in order to impose the Security Interest more specifically upon the real and personal property encumbered hereby. The Security Interest, at all times, shall be prior to any other interest in the personal property encumbered hereby. Trustor shall act and perform as necessary and shall execute and file all security agreements, financing statements, continuation statements and other documents requested by Beneficiary to establish, maintain and continue the perfected Security Interest. Trustor, on demand, shall promptly pay all costs and expenses of filing and recordation, to ensure the continued priority of the Security Interest. Trustor shall not sell, transfer, assign or otherwise dispose of any personal property encumbered hereby without obtaining the prior written consent of Beneficiary, except that the Trustor may, in the ordinary course of business, replace personal property or dispose of personal property that will not be replaced because of its obsolescence. Unless Beneficiary then agrees otherwise in writing, all proceeds from any permitted sale or disposition in excess of that required for full replacement shall be paid to Beneficiary to be applied on the Notes subject to the rights of any senior lenders. Although proceeds of personal property are covered hereby, this shall not be construed to mean that Beneficiary consents to any sale of such personal property. Upon its recordation in the real property records of Orange County, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photostatic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement;

4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of

notice and the expiration of any applicable cure period, to collect such rents, profits and income for use in accordance with the provisions of the Secured Obligations;

5. That upon default hereunder or under the aforementioned agreements, and after the giving of notice and the expiration of any applicable cure period, Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;

6. That Trustor will keep the improvements now existing or hereafter erected on the Subject Property insured against loss by fire and such other hazards, casualties, and contingencies as may be required by applicable provisions of the Secured Obligations, and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies. Such policies shall be endorsed with standard mortgage clause with loss payable to the Beneficiary and certificates thereof together with copies of original policies, if requested, shall be deposited with the Beneficiary;

7. To pay before delinquency any taxes and assessments affecting said Property; to pay, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof which appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be required to pay and discharge any such tax, assessment charge or levy so long as Trustor is contesting the legality thereof in good faith and by appropriate proceedings, and Trustor has adequate funds to pay any liabilities contested pursuant to this Paragraph 7;

8. As it is provided more specifically in the Secured Obligations, to keep said property in good condition and repair, subject to ordinary wear and tear, casualty and condemnation, not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon (subject to Trustor's right to contest the validity or applicability of laws or regulations); not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law and/or covenants, conditions and/or restrictions affecting said property; not to permit or suffer any material alteration of or addition to the buildings or improvements hereafter constructed in or upon said Subject Property without the consent of the Beneficiary;

9. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear;

10. Should Trustor fail, after the giving of notice and the expiration of any applicable cure period, to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to

such extent as either may deem necessary to protect the security hereof. Following default, after the giving of notice and the expiration of any applicable cure period, Beneficiary or Trustee, being authorized to enter upon said property for such purposes, may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; may pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, may pay necessary expenses, employ counsel, and pay his reasonable fees;

11. Beneficiary shall have the right to pay all insurance premiums required by the Secured Obligations when due should Trustor fail to make any required premium payments. All such payments made by the Beneficiary shall be added to the sums secured hereby;

12. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, under permission given under this Deed of Trust, with interest from date of expenditure, at the highest rate of interest permitted by law;

13. That the funds to be advanced hereunder are to be used in accordance with applicable provisions of the Secured Obligations; upon the failure of Trustor to do so, after the giving of notice and the expiration of any applicable cure period, Trustor shall be in default hereunder;

14. Trustor further covenants that it will not voluntarily create, suffer, or permit to be created against the Subject Property subject to this Deed of Trust any lien or liens except as authorized by Beneficiary and/or as provided in the Secured Obligations and further that it will keep and maintain the property free from the claims of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be obligated to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting, provided that Trustor shall, at Beneficiary's written request, within thirty (30) days after the filing of any claim or lien (but in any event, and without any requirement that Beneficiary must first provide a written request prior to foreclosure) record in the Office of the Recorder of Orange County, a surety bond in the amount required by law to protect against a claim of lien, or provide such other security reasonably satisfactory to Beneficiary;

15. That any and all improvements made or about to be made upon the premises covered by this Deed of Trust and all plans and specifications, comply with all applicable municipal ordinances and regulations and all other applicable regulations made or promulgated, now or hereafter, by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office.

IT IS MUTUALLY AGREED THAT:

16. Trustor confirms that if Trustor should sell, enter into a contract of sale, convey, or in any way transfer all or any interest of Trustor in the Real Property encumbered by this Deed of Trust or suffer Trustor's title or any interest therein to be divested, whether voluntarily or

involuntarily, unless the same is a Permitted Transfer as defined in the Affordable Housing Agreement, without the prior written consent of the Beneficiary being first obtained, then Beneficiary shall have the right, at Beneficiary's sole option, to declare all sums payable under the Notes secured hereby immediately due and payable in full, irrespective of the maturity date otherwise specified in the Notes. No waiver of this right shall be effective unless in writing and signed by the Beneficiary. Consent by the Beneficiary to any one such transaction shall not be deemed a waiver of the right to require such consent to future or successive transactions. Further, upon default under one of the Secured Obligations, and after the giving of notice and the expiration of any applicable cure period provided therein, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be immediately due and payable in full, irrespective of the maturity date otherwise specified in the Notes;

17. As provided more specifically in the Secured Obligations, should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, subject to the rights of any senior lenders, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor which are not used to reconstruct, restore or otherwise improve the Property or part thereof that was taken or damaged, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage subject to the rights of any senior lenders. All such compensation, awards, damages, rights of action and proceeds which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary subject to the rights of any senior lenders;

18. Notwithstanding Sections 16 and 17, in the event that a portion of the Property is taken for a public improvement or pursuant to a condemnation proceeding and the Qualifying Units (as defined in the Regulatory Agreement) remain intact and continue to be owned and operated by Trustor in conformance with the Affordable Housing Agreement and the Regulatory Agreement, Beneficiary shall not declare all sums due and payable under the Notes, nor shall the Beneficiary be entitled to any compensation, awards and other payments therefor, provided that such compensation, awards and other payments are used for (1) paying principal and interest owed on the Permanent Loan (as defined in the Affordable Housing Agreement), (2) making improvements to the Property that are approved by Beneficiary, in its reasonable discretion, or (3) payment of principal owing under the Notes. In the event that Trustor receives such compensation, awards or other payments and fails to expend the funds in conformance with subsections (1) and (2) this section within thirty (30) days of receipt of such funds, Trustor shall be in default under this Deed of Trust;

19. Upon default by Trustor in taking any action or in making any payments provided for herein, or in the Secured Obligations, if Trustor shall fail to perform any covenant or agreement in this Deed of Trust within thirty (30) days after written demand therefor by Beneficiary (or, in the event that more than thirty (30) days is reasonably required to cure such default, should Trustor fail to promptly commence such cure, and diligently prosecute same to completion), after the giving of notice and the expiration of any applicable cure period, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and

of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record and Beneficiary may foreclose this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed of Trust and all documents evidencing expenditures secured hereby;

20. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. The Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this trust including therein reasonable Trustee's fees or attorney's fees for conducting the sale, and the actual cost of publishing, recording, mailing and posting notice of the sale; (2) the cost of any search and/or other evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum rate allowed by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto;

21. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee;

22. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law;

23. Upon written request of Beneficiary stating that all sums secured hereby have been paid and all obligations secured hereby have been satisfied, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto";

24. The trust created hereby is irrevocable by Trustor;

25. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future successor in interest to Beneficiary. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several;

26. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee;

27. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address set forth in the Deed of Trust;

28. Trustor agrees at any time and from time to time, upon receipt of a written request from Beneficiary, to furnish to Beneficiary detailed statements in writing of income, rents, profits, and operating expenses of the premises, and the names of the occupants and tenants in possession, together with the expiration dates of their leases and full information regarding all rental and occupancy agreements, and the rents provided for by such leases and rental and occupancy agreements, and such other information regarding the premises and their use as may be requested by Beneficiary;

29. Trustor agrees that the obligations secured by this Deed of Trust are made expressly for the purpose of acquiring the Property, completing the construction work necessary to construct a new [55]- unit affordable housing development on the Property, as is more specifically provided in the Secured Obligations;

30. As is provided more specifically in the Secured Obligations, the obligations of Trustor thereunder are nonrecourse obligations of the Trustor. The sole recourse of Beneficiary shall be the exercise of its rights against the Property;

31. Notwithstanding specific provisions of this Deed of Trust, non-monetary performance hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts or failure to act of the City of Buena Park or any other public or governmental agency or entity (except that any act or failure to act of Beneficiary shall not excuse performance by Beneficiary unless such act or failure to act is allowed or required by law); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period

shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Deed of Trust may also be extended in writing by the Beneficiary and Trustor;

32. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the unsecured portion of such obligations shall be completely performed and paid prior to the performance and payment of the remaining and secured portion of the obligations, and all performance and payments made by Trustor shall be considered to have been performed and paid on and applied first to the complete payment of the unsecured portion of the obligations;

33. (a) Subject to the extensions of time set forth in Paragraph 31, and subject to the further provisions of this Paragraph 33, failure or delay by Trustor to perform any term or provision respectively required to be performed under the Secured Obligations or this Deed of Trust constitutes a default under this Deed of Trust;

(b) Beneficiary shall give written notice of default to Trustor, specifying the default complained of by the Beneficiary. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default;

(c) Any failures or delays by Beneficiary in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Beneficiary in asserting any of its rights and remedies shall not deprive Beneficiary of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies;

(d) If an event of default occurs under the terms of this Deed of Trust, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor written notice of such default. Trustor shall have a reasonable period of time after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under this Deed of Trust. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within thirty (30) days after the notice of default is first given;

(e) If an event of default occurs under the terms of the Secured Obligations, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor notice of such default. As is provided more specifically in the Secured Obligations, if the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by the Beneficiary under the Secured Obligations, or this Deed of Trust. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Trustor (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default.

34. This Deed of Trust shall be subject and subordinate to the terms of that certain extended use agreement executed by the Trustor in connection with the Trustor's allocation of low-income housing tax credits under Section 42 of the Code (the "**Extended Use Agreement**"). If Beneficiary or its successors or assigns (collectively, the "**Subsequent Owner**") acquires the Property by foreclosure (or instrument in lieu of foreclosure), then the "extended use period" (as defined in Section 42(h)(6)(D) of the Internal Revenue Code) shall terminate, except for the obligation of the Subsequent Owner to comply with the limitations on evictions, termination of tenancy and increase in rents for the three year period following the Subsequent Owner's acquisition of the Property, as set forth in Section 42(h)(6)(E)(ii) of the Internal Revenue Code. As provided in the Affordable Housing Agreement, upon request when appropriate, Beneficiary shall execute such documentation as is necessary to subordinate this Deed of Trust to a Senior Loan.

[Signatures on Following Page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first set forth above.

TRUSTOR:

_____, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

[SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A TO
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF RENTS)
(Lincoln Avenue Apartments)

Legal Description of Subject Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 172.35 FEET OF THE WEST 802.35 FEET OF THE NORTH 340.00 FEET OF THE SOUTH 380.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 135-192-50

**EXHIBIT J
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT**

Form of Land Note

[ATTACHED]

**LAND PROMISSORY NOTE SECURED BY DEED OF TRUST
(Lincoln Avenue Apartments)**

Principal Amount: \$3,600,000 [or
appraised amount]

Date of Note: _____, 20__

Maker: _____ LP, a
California limited partnership

Lender: CITY OF BUENA PARK, a California
charter city and municipal corporation

Maturity Date: Fifty-five (55) years from
the date on which the Certificate of
Completion is issued

Interest Rate: One-Half Percent (0.50%)

1. Land Loan.

FOR VALUE RECEIVED, the undersigned _____ LP, a California limited partnership ("**Maker**"), with its principal place of business located at _____, promises to pay to the CITY OF BUENA PARK, a California charter city and municipal corporation (the "**City**" or "**Holder**") at 6650 Beach Boulevard, Second Floor, Buena Park, California 90622, or such place as the Holder may, from time to time, designate by written notice to the Maker, the principal sum of THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$3,850,000), (the "**Land Loan**"), together with any accrued interest, if applicable, as set forth in this Note. This Promissory Note (the "**Note**") is made and given pursuant to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) between the City and Maker's predecessor-in-interest, dated _____, 2021 (the "**Affordable Housing Agreement**"). The Affordable Housing Agreement is incorporated herein by this reference. All initially capitalized terms used but not defined herein shall have the meanings given to them in the Affordable Housing Agreement. The Land Loan is made for the conveyance of the Property by City to Maker in accordance with the terms and conditions of the Affordable Housing Agreement.

2. Term of Loan and Right of Prepayment.

a. Maturity Date. All accrued interest, if any, and principal shall be due and payable in full without any further demand or notice fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement ("**Maturity Date**").

b. Prepayment. This Note may be prepaid in whole or in part at any time and from time to time without penalty or premium.

3. Security for Note.

This Note is secured by a Deed of Trust executed by Maker which creates a lien on that certain real property as described therein and in the Affordable Housing Agreement.

4. Interest Calculation.

The principal outstanding under this Note shall accrue simple interest at the rate of one-half percent (0.50%) per annum, except in the case of Default as set forth in Section 9 of this Note. Principal and interest shall be payable in lawful money of the United States of America. If applicable, interest shall be computed based on an actual day year and the actual number of days elapsed. Interest shall commence on amounts disbursed hereunder from the date of disbursement.

5. Annual Payment.

Following completion of the Project as evidenced by the issuance by the City of a Certificate of Completion as set forth in the Affordable Housing Agreement, and continuing each year thereafter until the Maturity Date, a portion of the Residual Receipts (as defined below) from the Project shall be paid to Holder and applied to pay down the amounts due and owing under this Note. The payments described below shall be paid to Holder no later than April 1 each year, with the first payment due on the April 1 following the issuance of a Certificate of Occupancy for the Project, and continuing each year thereafter.

a. Annual Payments from Residual Receipts. Maker shall make repayments of the outstanding principal and accrued interest, if any, equal to the City's Land Percentage of Fifty Percent (50%) of the Residual Receipts from the Project as repayment of amounts due and owing under this Note. For the purposes of this Note, "**City's Land Percentage**" means the percentage calculated by dividing (1) the original principal amount of the Land Loan actually disbursed to Borrower by (2) the sum of Total Assistance from all other government entities [**to calculate prorata amount – need to include City Assistance in Total Assistance – if not, the City percentages together with any other soft loans percentages will add up to more than 100% of all soft loans**] obtained by the Borrower, to the extent not requiring a mandatory debt service payment. "**Total Assistance**" means the original principal amounts of loans and grants made by the other government entities plus the cumulative value of Project Based Section 8 or similar housing vouchers provided by the other government entities.

Such annual payments shall be accompanied by the Maker's report of Residual Receipts. The Maker shall provide the Holder with the audited financial statement provided for in Section 6, and any other documentation reasonably requested by Holder to substantiate the Maker's determination of Residual Receipts.

All payments made hereunder shall be credited first to any accrued but unpaid interest (if applicable), then to current interest due and owing and lastly to principal. Interest not paid current each year shall be added to and thereafter be considered additional principal due hereunder.

Notwithstanding the foregoing, the entire outstanding balance of principal and any interest owing under this Note shall be due and payable in full fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement.

Prior to any sale of all or any portion of the Project, or Refinancing of all or any portion of the outstanding debt from the Project, and so long as there is any outstanding amount due and owing under this Note, Maker shall notify Holder of any such proposed or intended sale or Refinancing. In such event, Maker and Holder shall meet and confer, and shall use good faith efforts, to determine the feasibility of the payoff or restructuring of the remaining balance owing under this Note as part of any such sale or Refinancing to provide for repayment of this Note sooner than the fifty-five (55) year repayment period.

b. Definition of Residual Receipts. For the purposes of this Note, "**Residual Receipts**" shall mean the sum of money computed as follows:

(i) All rents, revenues, consideration or income (of any form) received by Maker in connection with or relating to the ownership or operation of the Project, including any net revenue derived from any Refinancing of the Project and any revenue from contributions, loans or grants which is not required to meet future Project obligations (but excluding tenants' security deposits, partner capital contributions and similar advances) ("**Gross Revenue**") less all of the following: all customary and reasonable costs (i.e., mandatory (hard) mortgage payments) and expenses reasonably and actually incurred in connection with the operation and maintenance of the Project, including but not limited to premiums for property and liability insurance; utility services not paid directly by tenants; maintenance and repair; security services and payments for social/supportive services; any adjuster payments to the investor limited partner required under Maker's partnership agreement; payment of principal or interest on any indebtedness of Maker to any affiliate of Maker (individual or entity) or partner of Maker to repay completion, operating deficit or other loans relating to the Project; asset management fee payable to the limited partner of Maker in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); partnership management fee payable to Maker, not to exceed the amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); reasonable property management fees not to exceed 8% of gross revenue; deferred developer fee in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); amounts (approved by Holder) expended to restore the Project after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the Project; taxes; franchise tax filing fees; and any other reserves reasonably required by the investors or the lenders approved by the City for the Project (collectively "**Operating Expenses**").

(ii) Notwithstanding the generality of the foregoing, the following items are not expenses or deductible in computing Residual Receipts: depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash.

6. Audited Financial Statement.

Maker shall annually provide Holder with an audited financial statement documenting the calculation of Residual Receipts for the previous calendar year ending December 31. The audited financial statement shall be provided on or before April 1, together with payment of the Residual Receipts payment due to Holder. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of the Residual Receipts Payment and to object within ninety (90) days from receipt of Maker's statement. Failure to timely object shall

be deemed acceptance. If Holder does object, Holder shall specify the reasons for disapproval. Maker shall have thirty (30) days to reconcile any disapproved item. If Maker and Holder cannot agree on the amount of the Residual Receipts payment, an independent auditor mutually selected by Maker and Holder shall resolve any disputed items. The cost of the auditor shall be shared equally by Maker and Holder.

7. Annual Budget.

Maker shall prepare and submit to Holder a proposed annual operating budget for the management and operation of the Project ("**Annual Budget**") no later than 60 days preceding the effective year of such budget. The Annual Budget shall include the projected Gross Revenue and Operating Expenses for the year and a line item showing the projected Residual Receipts from the Project for the year. Holder will review the Annual Budget and, if acceptable, approve it, which approval shall not be unreasonably withheld. If the Annual Budget is not acceptable, Holder shall specify the reasons for disapproval. The intent of this section is to provide Holder an opportunity to disapprove any unreasonable expenses which would diminish the Residual Receipts from the Project. Once approved, any changes to the Annual Budget which exceed ten percent (10%) of the total Annual Budget shall require Holder's prior written consent, which consent shall not be unreasonably withheld.

8. Acceleration Upon Certain Events or Upon Default.

In the event of any Default under the terms of this Note, the Affordable Housing Agreement or the Regulatory Agreement, the Deed of Trust which is the security for this Note, or under any Senior loans, notes or deeds of trust, at the option of the Holder and after notice to the Maker, providing Maker with thirty (30) days in which to cure any Default, and such Default not having been cured within thirty (30) days (or if a greater amount of time is reasonably necessary to effect a cure, if actions to cure such Default are not undertaken within said thirty (30) day period and pursued with reasonable diligence thereafter), all principal and interest due under this Note shall immediately become due and payable, upon thirty (30) day written notice from the Holder to the Maker. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent Default.

Should the undersigned Maker agree to or sell, convey, transfer, or dispose of the real property described in the Deed of Trust securing this Note or any part thereof or interest therein, without first obtaining the prior written consent of the Holder (except for a Permitted Transfer, as defined in the Affordable Housing Agreement), then, at the option of the Holder, all principal and interest due hereunder shall immediately become due and payable upon thirty (30) days written notice from the Holder to the Maker. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

Notwithstanding the generality of the foregoing, certain transfers permitted under the Affordable Housing Agreement shall not constitute a Default hereunder or under the Affordable Housing Agreement, and any such action shall not accelerate the maturity of this Promissory Note, provided that any transfer is either a Permitted Transfer as defined in the Affordable Housing Agreement or is reasonably acceptable to the City with reasonable promptness, and any

transferee under such a transfer agrees to be bound by any and all instruments in favor of the City.

9. Interest on Default.

From and after a Default, the entire outstanding principal balance of this Note shall automatically bear an annual interest rate equal to the lesser of: (a) eight percent (8%) compounding annually; or (b) the maximum interest rate allowed by law.

10. Costs Paid by Maker.

Maker agrees to pay the following costs, expenses and attorneys fees paid or incurred by the Holder of this Note, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and attorneys fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys fees in any action to enforce payment of this instrument.

11. Waiver.

Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Holder hereof may extend the Maturity Date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Note. Maker hereby waives, to the fullest extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this instrument or any deed of trust, security agreement, guarantee or other agreement now or hereafter securing this Note.

12. Indemnification.

Maker shall indemnify, defend, protect and hold the City harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys fees and expenses incurred by the Holder hereof, arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or related agreements; (ii) intentional bad faith waste of the real property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note and the Affordable Housing Agreement.

13. Nonrecourse.

This Note shall become a nonrecourse obligation of Maker on the date that Maker files a valid and timely Notice of Completion for the Project and the Holder must resort only to the Project or the Property, or both, for repayment should the Maker fail to repay the sums evidenced hereby. At such time as this Note becomes nonrecourse, neither Maker nor any of its general and limited partner shall have any personal liability for repayment of the Land Loan and no deficiency judgment may be obtained against Maker or any of its general and limited partners

except for actual or constructive fraud, material misrepresentation, intentional bad faith waste of or on the Project and such other matters as are referred to below. Notwithstanding the generality of the foregoing, however, Maker shall indemnify, defend, protect and hold Holder harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the Holder arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or any other agreements or documents provided in connection therewith; (ii) intentional bad faith waste of the Property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note. Maker's obligation to indemnify the Holder hereof as aforesaid shall be recourse obligations of the Maker, and in the event of any breach of such obligations, the Holder shall have the right to proceed directly against the Maker to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

14. Severability.

If any provision of this Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination shall not affect any other provision of this instrument, and all other provisions hereof shall remain valid and in full force and effect.

15. Non-Waiver.

No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the Holder hereof of its right to subsequently demand such performance or to exercise any remedies for any Default hereunder. Further, in order to be effective, any waiver of any of the Holder's rights and remedies hereunder shall be expressed in a writing signed by a duly appointed representative of the Holder hereof. Further, waiver by the Holder hereof of any right hereunder shall not constitute a waiver of any other right, including, but not limited to, the right to exercise any and all remedies for a different or subsequent event of Default hereunder.

[Signatures on Following Page]

MAKER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its sole member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

EXHIBIT K
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

Form of Project Note

[ATTACHED]

**PROJECT PROMISSORY NOTE SECURED BY DEED OF TRUST
(Lincoln Avenue Apartments)**

Principal Amount: \$1,000,000

Date of Note: _____, 20__

Maker: _____ LP, a
California limited partnership

Lender: CITY OF BUENA PARK, a California
charter city and municipal corporation

Maturity Date: Fifty-five (55) years from
the date on which the Certificate of
Completion is issued

Interest Rate: One-Half Percent (0.50%)

1. Project Loan.

FOR VALUE RECEIVED, the undersigned _____ LP, a California limited partnership ("**Maker**"), with its principal place of business located at _____, promises to pay to the CITY OF BUENA PARK, a California charter city and municipal corporation (the "**City**" or "**Holder**") at 6650 Beach Boulevard, Second Floor, Buena Park, California 90622, or such place as the Holder may, from time to time, designate by written notice to the Maker, the principal sum of ONE MILLION DOLLARS (\$1,000,000), (the "**Project Loan**"), together with any accrued interest, if applicable, as set forth in this Note. This Promissory Note (the "**Note**") is made and given pursuant to that certain Affordable Housing Disposition and Development Agreement (Lincoln Avenue Apartments) between the City and Maker's predecessor-in-interest, dated _____, 2021 (the "**Affordable Housing Agreement**"). The Affordable Housing Agreement is incorporated herein by this reference. All initially capitalized terms used but not defined herein shall have the meanings given to them in the Affordable Housing Agreement. The Project Loan is made for the conveyance of the Property by City to Maker in accordance with the terms and conditions of the Affordable Housing Agreement.

2. Term of Loan and Right of Prepayment.

a. Maturity Date. All accrued interest, if any, and principal shall be due and payable in full without any further demand or notice fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement ("**Maturity Date**").

b. Prepayment. This Note may be prepaid in whole or in part at any time and from time to time without penalty or premium.

3. Security for Note.

This Note is secured by a Deed of Trust executed by Maker which creates a lien on that certain real property as described therein and in the Affordable Housing Agreement.

4. Interest Calculation.

The principal outstanding under this Note shall accrue simple interest at the rate of one-half percent (0.50%) per annum, except in the case of Default as set forth in Section 9 of this Note. Principal and interest shall be payable in lawful money of the United States of America. If applicable, interest shall be computed based on an actual day year and the actual number of days elapsed. Interest shall commence on amounts disbursed hereunder from the date of disbursement.

5. Annual Payment.

Following completion of the Project as evidenced by the issuance by the City of a Certificate of Completion as set forth in the Affordable Housing Agreement, and continuing each year thereafter until the Maturity Date, a portion of the Residual Receipts (as defined below) from the Project shall be paid to Holder and applied to pay down the amounts due and owing under this Note. The payments described below shall be paid to Holder no later than April 1 each year, with the first payment due on the April 1 following the issuance of a Certificate of Occupancy for the Project, and continuing each year thereafter.

a. Annual Payments from Residual Receipts. Maker shall make repayments of the outstanding principal and accrued interest, if any, equal to the City's Project Percentage of Fifty Percent (50%) of the Residual Receipts from the Project as repayment of amounts due and owing under this Note. For the purposes of this Note, "**City's Project Percentage**" means the percentage calculated by dividing (1) the original principal amount of the Project Loan actually disbursed to Borrower by (2) the sum of Total Assistance from all other government entities obtained by the Borrower, to the extent not requiring a mandatory debt service payment. "**Total Assistance**" means the original principal amounts of loans and grants made by the other government entities plus the cumulative value of Project Based Section 8 or similar housing vouchers provided by the other government entities.

Such annual payments shall be accompanied by the Maker's report of Residual Receipts. The Maker shall provide the Holder with the audited financial statement provided for in Section 6, and any other documentation reasonably requested by Holder to substantiate the Maker's determination of Residual Receipts.

All payments made hereunder shall be credited first to any accrued but unpaid interest (if applicable), then to current interest due and owing and lastly to principal. Interest not paid current each year shall be added to and thereafter be considered additional principal due hereunder.

Notwithstanding the foregoing, the entire outstanding balance of principal and any interest owing under this Note shall be due and payable in full fifty-five (55) years from the date on which the Certificate of Completion is recorded pursuant to the Affordable Housing Agreement.

Prior to any sale of all or any portion of the Project, or Refinancing of all or any portion of the outstanding debt from the Project, and so long as there is any outstanding amount due

and owing under this Note, Maker shall notify Holder of any such proposed or intended sale or Refinancing. In such event, Maker and Holder shall meet and confer, and shall use good faith efforts, to determine the feasibility of the payoff or restructuring of the remaining balance owing under this Note as part of any such sale or Refinancing to provide for repayment of this Note sooner than the fifty-five (55) year repayment period.

b. Definition of Residual Receipts. For the purposes of this Note, "**Residual Receipts**" shall mean the sum of money computed as follows:

(i) All rents, revenues, consideration or income (of any form) received by Maker in connection with or relating to the ownership or operation of the Project, including any net revenue derived from any Refinancing of the Project and any revenue from contributions, loans or grants which is not required to meet future Project obligations (but excluding tenants' security deposits, partner capital contributions and similar advances) ("**Gross Revenue**") less all of the following: all customary and reasonable costs (i.e., mandatory (hard) mortgage payments) and expenses reasonably and actually incurred in connection with the operation and maintenance of the Project, including but not limited to premiums for property and liability insurance; utility services not paid directly by tenants; maintenance and repair; security services and payments for social/supportive services; any adjuster payments to the investor limited partner required under Maker's partnership agreement; payment of principal or interest on any indebtedness of Maker to any affiliate of Maker (individual or entity) or partner of Maker to repay completion, operating deficit or other loans relating to the Project; asset management fee payable to the limited partner of Maker in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); partnership management fee payable to Maker, not to exceed the amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); reasonable property management fees not to exceed 8% of gross revenue; deferred developer fee in an amount approved as part of the Project Budget (as defined in the Affordable Housing Agreement); amounts (approved by Holder) expended to restore the Project after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the Project; taxes; franchise tax filing fees; and any other reserves reasonably required by the investors or the lenders approved by the City for the Project (collectively "**Operating Expenses**").

(ii) Notwithstanding the generality of the foregoing, the following items are not expenses or deductible in computing Residual Receipts: depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash.

6. Audited Financial Statement.

Maker shall annually provide Holder with an audited financial statement documenting the calculation of Residual Receipts for the previous calendar year ending December 31. The audited financial statement shall be provided on or before April 1, together with payment of the Residual Receipts payment due to Holder. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of the Residual Receipts Payment and to object within ninety (90) days from receipt of Maker's statement. Failure to timely object shall be deemed acceptance. If Holder does object, Holder shall specify the reasons for disapproval. Maker shall have thirty (30) days to reconcile any disapproved item. If Maker and Holder

cannot agree on the amount of the Residual Receipts payment, an independent auditor mutually selected by Maker and Holder shall resolve any disputed items. The cost of the auditor shall be shared equally by Maker and Holder.

7. Annual Budget.

Maker shall prepare and submit to Holder a proposed annual operating budget for the management and operation of the Project ("**Annual Budget**") no later than 60 days preceding the effective year of such budget. The Annual Budget shall include the projected Gross Revenue and Operating Expenses for the year and a line item showing the projected Residual Receipts from the Project for the year. Holder will review the Annual Budget and, if acceptable, approve it, which approval shall not be unreasonably withheld. If the Annual Budget is not acceptable, Holder shall specify the reasons for disapproval. The intent of this section is to provide Holder an opportunity to disapprove any unreasonable expenses which would diminish the Residual Receipts from the Project. Once approved, any changes to the Annual Budget which exceed ten percent (10%) of the total Annual Budget shall require Holder's prior written consent, which consent shall not be unreasonably withheld.

8. Acceleration Upon Certain Events or Upon Default.

In the event of any Default under the terms of this Note, the Affordable Housing Agreement or the Regulatory Agreement, the Deed of Trust which is the security for this Note, or under any Senior loans, notes or deeds of trust, at the option of the Holder and after notice to the Maker, providing Maker with thirty (30) days in which to cure any Default, and such Default not having been cured within thirty (30) days (or if a greater amount of time is reasonably necessary to effect a cure, if actions to cure such Default are not undertaken within said thirty (30) day period and pursued with reasonable diligence thereafter), all principal and interest due under this Note shall immediately become due and payable, upon thirty (30) day written notice from the Holder to the Maker. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent Default.

Should the undersigned Maker agree to or sell, convey, transfer, or dispose of the real property described in the Deed of Trust securing this Note or any part thereof or interest therein, without first obtaining the prior written consent of the Holder (except for a Permitted Transfer, as defined in the Affordable Housing Agreement), then, at the option of the Holder, all principal and interest due hereunder shall immediately become due and payable upon thirty (30) days written notice from the Holder to the Maker. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

Notwithstanding the generality of the foregoing, certain transfers permitted under the Affordable Housing Agreement shall not constitute a Default hereunder or under the Affordable Housing Agreement, and any such action shall not accelerate the maturity of this Promissory Note, provided that any transfer is either a Permitted Transfer as defined in the Affordable Housing Agreement or is reasonably acceptable to the City with reasonable promptness, and any transferee under such a transfer agrees to be bound by any and all instruments in favor of the City.

9. Interest on Default.

From and after a Default, the entire outstanding principal balance of this Note shall automatically bear an annual interest rate equal to the lesser of: (a) eight percent (8%) compounding annually; or (b) the maximum interest rate allowed by law.

10. Costs Paid by Maker.

Maker agrees to pay the following costs, expenses and attorneys fees paid or incurred by the Holder of this Note, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and attorneys fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys fees in any action to enforce payment of this instrument.

11. Waiver.

Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Holder hereof may extend the Maturity Date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Note. Maker hereby waives, to the fullest extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this instrument or any deed of trust, security agreement, guarantee or other agreement now or hereafter securing this Note.

12. Indemnification.

Maker shall indemnify, defend, protect and hold the City harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys fees and expenses incurred by the Holder hereof, arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or related agreements; (ii) intentional bad faith waste of the real property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note and the Affordable Housing Agreement.

13. Nonrecourse.

This Note shall become a nonrecourse obligation of Maker on the date that Maker files a valid and timely Notice of Completion for the Project and the Holder must resort only to the Project or the Property, or both, for repayment should the Maker fail to repay the sums evidenced hereby. At such time as this Note becomes nonrecourse, neither Maker nor any of its general and limited partner shall have any personal liability for repayment of the Project Loan and no deficiency judgment may be obtained against Maker or any of its general and limited partners except for actual or constructive fraud, material misrepresentation, intentional bad faith waste of or on the Project and such other matters as are referred to below. Notwithstanding the generality of the foregoing, however, Maker shall indemnify, defend, protect and hold Holder harmless

from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the Holder arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Affordable Housing Agreement or any other agreements or documents provided in connection therewith; (ii) intentional bad faith waste of the Property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note. Maker's obligation to indemnify the Holder hereof as aforesaid shall be recourse obligations of the Maker, and in the event of any breach of such obligations, the Holder shall have the right to proceed directly against the Maker to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

14. Severability.

If any provision of this Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination shall not affect any other provision of this instrument, and all other provisions hereof shall remain valid and in full force and effect.

15. Non-Waiver.

No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the Holder hereof of its right to subsequently demand such performance or to exercise any remedies for any Default hereunder. Further, in order to be effective, any waiver of any of the Holder's rights and remedies hereunder shall be expressed in a writing signed by a duly appointed representative of the Holder hereof. Further, waiver by the Holder hereof of any right hereunder shall not constitute a waiver of any other right, including, but not limited to, the right to exercise any and all remedies for a different or subsequent event of Default hereunder.

[Signatures on Following Page]

MAKER:

_____ LP, a California limited partnership

By: _____ LLC,
a California limited liability company,
its managing general partner

By: _____,
a California nonprofit corporation, its sole member and manager

By: _____
_____, _____

By: _____ LLC,
a California limited liability company,
its developer general partner

By: C & C Development Co., LLC,
a California limited liability company, its sole member and manager

By: _____
Todd R. Cottle, Trustee of 2007
Todd R. Cottle and Jennifer N. Cottle
Revocable Trust, its member

EXHIBIT L
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Project Budget

Version: Based on 7/15/2021 KMA Analysis

SOURCES OF FUNDS**PERMANENT SOURCES**

| | Amount | Total Interest | Term (Yrs) | Comments |
|------------------------------|---------------------|----------------|------------|----------------------|
| Tax-Exempt Tranche A | \$6,816,230 | 4.20% | 40 | |
| Tax-Exempt Tranche B | \$1,674,220 | 4.20% | 20 | |
| CalHFA - SNHP | \$1,574,810 | 3.00% | 55 | |
| City of Buena Park Land Loan | \$3,850,000 | 0.50% | 55 | SB 341 Funds |
| City of Buena Park Dev. Loan | \$1,000,000 | 0.50% | 55 | SB 341 Funds |
| County Loan | \$567,000 | 3.00% | 55 | |
| Deferred Developer Fee | \$800,000 | | | |
| General Partner Equity | \$100 | | | |
| Limited Partner Equity | \$7,191,019 | | | Credit Price: \$0.91 |
| State Tax Credits | \$1,357,139 | | | Credit Price: \$0.75 |
| TOTAL | \$24,830,518 | | | |
| vs. TDC | \$24,830,518 | | | |
| Financing Surplus/(Gap) | \$0 | | | |

CONSTRUCTION SOURCES

| | Amount | Total Interest | Term (Mnts) | Comments |
|---------------------------------------|---------------------|----------------|-------------|--|
| Tax Exempt Const. Loan | \$12,400,000 | 3.75% | 30 | Bonds sized at 52.19% of Aggregate Basis |
| CalHFA - SNHP | \$1,574,810 | 3.00% | 30 | |
| City of Buena Park Land Loan | \$3,850,000 | 0.50% | 30 | |
| City of Buena Park Dev. Loan | \$1,000,000 | | 30 | |
| Deferred Developer Fee | \$800,000 | | | |
| General Partner Equity | \$100 | | | |
| Limited Partner Equity | \$3,524,466 | | | 41.23% of Total Equity. |
| Dev. Fee Deferred Until Completion | \$1,332,802 | | | |
| Other Costs Deferred Until Completion | \$348,340 | | | Refer to Development Budget for Details. |
| TOTAL | \$24,830,518 | | | |
| vs. TDC | \$24,830,518 | | | |
| Financing Surplus/(Gap) | \$0 | | | |

Version: Based on 7/15/2021 KMA Analysis

DEVELOPMENT BUDGET

| Item | Total Project Costs | Depreciable Residential | Non - Depreciable | Amortize | Expense | Construction /Rehab Basis | Aggregate Basis |
|--|---------------------|-------------------------|--------------------|------------------|------------------|---------------------------|---------------------|
| ACQUISITION | | | | | | | |
| Land | \$3,850,000 | \$0 | \$3,850,000 | | | | \$3,850,000 |
| Demolition | \$150,000 | \$0 | \$150,000 | | | | \$150,000 |
| Subtotal Acquisition | \$4,000,000 | \$0 | \$4,000,000 | \$0 | \$0 | \$0 | \$4,000,000 |
| CONSTRUCTION | | | | | | | |
| Residential Structures | \$10,008,403 | \$10,008,403 | | | | \$10,008,403 | \$10,008,403 |
| Site Work | \$850,000 | \$850,000 | | | | \$850,000 | \$850,000 |
| General Requirement | \$440,336 | \$440,336 | | | | \$440,336 | \$440,336 |
| GC Overhead | \$440,336 | \$440,336 | | | | \$440,336 | \$440,336 |
| Contractor Profit | \$660,504 | \$660,504 | | | | \$660,504 | \$660,504 |
| Builder's Risk & Liability Insurance | \$250,000 | \$250,000 | | | | \$250,000 | \$250,000 |
| Construction Contingency | \$550,421 | \$550,421 | | | | \$550,421 | \$550,421 |
| Subtotal Construction | \$13,200,000 | \$13,200,000 | \$0 | \$0 | \$0 | \$13,200,000 | \$13,200,000 |
| SOFT COSTS | | | | | | | |
| Local Development Impact Fees | \$1,375,000 | \$1,375,000 | | | | \$1,375,000 | \$1,375,000 |
| Local Permit Processing Fees | \$350,000 | \$350,000 | | | | \$350,000 | \$350,000 |
| Environmental Studies | \$50,300 | \$0 | \$50,300 | | | \$0 | \$0 |
| Appraisal & Market Study | \$25,000 | \$17,500 | \$7,500 | | | \$17,500 | \$17,500 |
| Engineering | \$350,000 | \$350,000 | | | | \$350,000 | \$350,000 |
| Architectural Design & Supervision | \$700,000 | \$700,000 | | | | \$700,000 | \$700,000 |
| Syndication Consultant | \$65,000 | \$0 | \$65,000 | | | \$0 | \$0 |
| Legal: Construction | \$35,142 | \$35,142 | | | | \$35,142 | \$35,142 |
| Legal: Permanent | \$10,000 | \$0 | | \$10,000 | | \$0 | \$0 |
| Legal: Organization of Partnership | \$5,000 | \$0 | | \$5,000 | | \$0 | \$0 |
| Legal: Syndication | \$36,800 | \$0 | \$36,800 | | | \$0 | \$0 |
| Title/Recording/Escrow - Construction | \$45,000 | \$45,000 | | | | \$45,000 | \$45,000 |
| Const. Loan Interest | \$697,500 | \$534,750 | | | \$162,750 | \$534,750 | \$534,750 |
| Marketing (lease-up, Advertisement, Setup) | \$85,000 | \$0 | | | \$85,000 | \$0 | \$0 |
| Construction Inspection | \$15,000 | \$15,000 | | | | \$15,000 | \$15,000 |
| Real Estate Taxes | \$50,000 | \$38,333 | | | \$11,667 | \$38,333 | \$38,333 |
| TCAC App/Allocation - (Mont. Fee Below) | \$9,903 | \$0 | | \$9,903 | | \$0 | \$0 |
| Soft Cost Contingency | \$300,000 | \$300,000 | | | | \$300,000 | \$300,000 |
| Investor Due Diligence | \$55,000 | \$0 | \$55,000 | | | \$0 | \$0 |
| Audit/Cost Certification | \$30,119 | \$0 | | | \$30,119 | \$0 | \$0 |
| Developer Fee (Overhead) | \$644,267 | \$644,267 | | | | \$644,267 | \$644,267 |
| Developer Fee (Profit) | \$1,932,802 | \$1,932,802 | \$0 | | | \$1,932,802 | \$1,932,802 |
| Subtotal Soft Costs | \$6,866,833 | \$6,337,794 | \$214,600 | \$24,903 | \$289,536 | \$6,337,794 | \$6,337,794 |
| COSTS DEFERRED UNTIL CONVERSION | | | | | | | |
| Title/Recording/Escrow - Permanent | \$20,000 | \$0 | | \$20,000 | | \$0 | \$0 |
| Operating Reserve | \$220,200 | \$0 | \$220,200 | | | \$0 | \$0 |
| Transition Reserve | \$86,000 | \$0 | \$86,000 | | | \$0 | \$0 |
| TCAC Monitoring Fee | \$22,140 | \$0 | | \$22,140 | | \$0 | \$0 |
| Subtotal Deferred Costs | \$348,340 | \$0 | \$306,200 | \$42,140 | \$0 | \$0 | \$0 |
| FINANCING COSTS | | | | | | | |
| Issuer Origination Fee (CMFA) | \$23,250 | \$0 | | \$23,250 | | \$0 | \$0 |
| Issuer Counsel | \$7,500 | \$0 | | \$7,500 | | \$0 | \$0 |
| Bond Counsel | \$55,000 | \$0 | | \$55,000 | | \$0 | \$0 |
| Constr. Lender Orig. Fees | \$124,000 | \$124,000 | | | | \$124,000 | \$124,000 |
| Constr. Lender Expense | \$11,875 | \$11,875 | | | | \$11,875 | \$11,875 |
| Constr. Lender Legal | \$50,000 | \$50,000 | | | | \$50,000 | \$50,000 |
| Perm Lender Orig. Fees | \$68,162 | | | \$68,162 | | \$0 | \$0 |
| Perm Lender Fees | \$15,000 | | | \$15,000 | | \$0 | \$0 |
| Perm Lender Legal | \$5,000 | | | \$5,000 | | \$0 | \$0 |
| CDLAC Fee | \$4,340 | \$0 | | \$4,340 | | \$0 | \$0 |
| CDIAC Fee | \$1,860 | \$0 | | \$1,860 | | \$0 | \$0 |
| Issuer Fee During Construction | \$15,500 | \$0 | | \$15,500 | | \$0 | \$0 |
| CalHFA (SNHP) Underwriting Fee | \$15,748 | \$15,748 | | | | \$15,748 | \$15,748 |
| CalHFA Fees (Administration & Tax Service) | \$3,110 | \$3,110 | | | | \$3,110 | \$3,110 |
| CalHFA Annual Service Fee | \$15,000 | \$15,000 | | | | \$15,000 | \$15,000 |
| Subtotal Financing Costs | \$415,345 | \$219,733 | \$0 | \$195,612 | \$0 | \$219,733 | \$219,733 |
| TOTAL DEVELOPMENT COST | \$24,830,518 | \$19,757,527 | \$4,520,800 | \$262,655 | \$289,536 | \$19,757,527 | \$23,757,527 |

Lincoln Avenue Apartments

Version: Based on 7/15/2021 KMA Analysis

Page 3 of 8
Revised: 7/16/2021

UNIT MIX & RENTAL INCOME

(Based on TCAC 2021 HCD Rent Schedule)

Avg Affordability (At Restricted AMIs): 48.70%

| Utility Allowance Source: Orange County 2021 | | | | |
|--|----------|----------|-------------|-------|
| | Heat (E) | Cook (E) | Electricity | Total |
| 1 Bdrm | 22 | 7 | 35 | \$64 |
| 2 Bdrm | 25 | 12 | 49 | \$86 |
| 3 Bdrm | 28 | 17 | 65 | \$110 |

| UNIT MIX SUMMARY | | |
|------------------|-----------|----------------|
| 1 Bdrm | 15 | 27.27% |
| 2 Bdrm | 23 | 41.82% |
| 3 Bdrm | 17 | 30.91% |
| Total | 55 | 100.00% |

| Restriction | | | 30% AMI | | 25.93% Restricted | | | | | |
|---|-------------|-----------|--------------|---------------|--------------------------------|---------------------|---------------------------|-------------------|----------------------|----------------------|
| Unit Type | Program | No. Units | Unit Sq. Ft. | Total Sq. Ft. | AMI Based on LIHTC | Gross Monthly Rents | Monthly Utility Allowance | Net Monthly Rents | TOTAL NET MON. RENTS | TOTAL ANN. NET RENTS |
| 1 Bedroom | SNHP | 10 | 600 | 6,000 | 11% | \$286 | (\$64) | \$222 | \$2,220 | \$26,640 |
| 2 Bedroom | RDA Federal | 2 | 725 | 1,450 | 24% | \$720 | (\$86) | \$634 | \$1,268 | \$15,216 |
| 3 Bedroom | RDA Federal | 2 | 850 | 1,700 | 24% | \$832 | (\$110) | \$722 | \$1,444 | \$17,328 |
| Subtotal | | 14 | | | | | | \$1,578 | \$4,932 | \$59,184 |
| Vacancy | | | | | 8.57% Effective Gross 30% AMI: | | | | \$4,509 | \$54,111 |
| Note: City restricts all fourteen (14) 1-bedroom units. 10% vacancy for SNHP units; 5% vacancy for Other units. | | | | | | | | | | |

Note: City restricts all fourteen (14) 1-bedroom units. 10% vacancy for SNHP units; 5% vacancy for Other units.

| Restriction | | | 40% AMI | | 20.37% Restricted | | | | | | TOTAL | | TOTAL |
|--|---------|-----------|--------------|---------------|--------------------|--------------------------------|---------------------------|-------------------|----------------|----------------|-----------|--|-------|
| Unit Type | Program | No. Units | Unit Sq. Ft. | Total Sq. Ft. | AMI Based on LIHTC | Gross Monthly Rents | Monthly Utility Allowance | Net Monthly Rents | NET MON. RENTS | ANN. NET RENTS | | | |
| 1 Bedroom | TCAC | 2 | 600 | 1,200 | 40% | \$1,009 | (\$64) | \$945 | \$1,890 | \$22,680 | | | |
| 2 Bedroom | TCAC | 7 | 725 | 5,075 | 40% | \$1,211 | (\$86) | \$1,125 | \$7,875 | \$94,500 | | | |
| 3 Bedroom | TCAC | 2 | 850 | 1,700 | 40% | \$1,399 | (\$110) | \$1,289 | \$2,578 | \$30,936 | | | |
| Subtotal | | 11 | | | | | | \$3,359 | \$12,343 | \$148,116 | | | |
| | | | | Vacancy | | 5.00% Effective Gross 40% AMI: | | | | \$11,726 | \$140,710 | | |
| Note: City restricts the 1- and 2-bdrm units at 59.5% AMI (Fed). Rent for these units shall be the < of TCAC 40% AMI or HCD 59.5% AMI. | | | | | | | | | | | | | |

Note: City restricts the 1- and 2-bdrm units at 59.5% AMI (Fed). Rent for these units shall be the < of TCAC 40% AMI or HCD 59.5% AMI.

| Restriction | | | 50% AMI | | 7.41% Restricted | | | | | |
|-------------|---------|-----------|--------------|---------------|--------------------------------|---------------------|---------------------------|-------------------|----------------------|----------------------|
| Unit Type | Program | No. Units | Unit Sq. Ft. | Total Sq. Ft. | AMI Based on LIHTC | Gross Monthly Rents | Monthly Utility Allowance | Net Monthly Rents | TOTAL NET MON. RENTS | TOTAL ANN. NET RENTS |
| 2 Bedroom | TCAC | 2 | 725 | 1,450 | 50% | \$1,513 | (\$86) | \$1,427 | \$2,854 | \$34,248 |
| 3 Bedroom | TCAC | 2 | 850 | 1,700 | 50% | \$1,748 | (\$110) | \$1,638 | \$3,276 | \$39,312 |
| Subtotal | | 4 | | | | | | \$3,065 | \$6,130 | \$73,560 |
| | | | | Vacancy | 5.00% Effective Gross 50% AMI: | | | | \$5,824 | \$69,882 |
| Note: | | | | | | | | | | |

Note:

| Restriction 60% AMI | | | 33.33% Restricted | | | | | | | |
|---------------------|---------|-----------|-------------------|---------------|--------------------|--------------------------|---------------------------|-------------------|----------------------|----------------------|
| Unit Type | Program | No. Units | Unit Sq. Ft. | Total Sq. Ft. | AMI Based on LIHTC | Gross Monthly Rents | Monthly Utility Allowance | Net Monthly Rents | TOTAL NET MON. RENTS | TOTAL ANN. NET RENTS |
| 2 Bedroom | TCAC | 10 | 725 | 7,250 | 60% | \$1,816 | (\$86) | \$1,730 | \$17,300 | \$207,600 |
| 3 Bedroom | TCAC | 8 | 850 | 6,800 | 60% | \$2,098 | (\$110) | \$1,988 | \$15,904 | \$190,848 |
| Subtotal | | 18 | | | | | | \$3,718 | \$33,204 | \$398,448 |
| | | | | Vacancy | 5.00% | Effective Gross 60% AMI: | | | \$31,544 | \$378,526 |
| Note: | | | | | | | | | | |

Note:

| Restriction | | | 70% AMI | | 12.96% Restricted | | | | | |
|-------------|---------|-----------|--------------|---------------|--------------------|--------------------------------|---------------------------|-------------------|----------------------|----------------------|
| Unit Type | Program | No. Units | Unit Sq. Ft. | Total Sq. Ft. | AMI Based on LIHTC | Gross Monthly Rents | Monthly Utility Allowance | Net Monthly Rents | TOTAL NET MON. RENTS | TOTAL ANN. NET RENTS |
| 1 Bedroom | TCAC | 3 | 600 | 1,800 | 70% | \$1,765 | (\$64) | \$1,701 | \$5,103 | \$61,236 |
| 2 Bedroom | TCAC | 2 | 725 | 1,450 | 70% | \$2,119 | (\$86) | \$2,033 | \$4,066 | \$48,792 |
| 3 Bedroom | TCAC | 2 | 850 | 1,700 | 70% | \$2,448 | (\$110) | \$2,338 | \$4,676 | \$56,112 |
| Subtotal | | 7 | 4,950 | | | | | \$6,072 | \$13,845 | \$166,140 |
| | | | Vacancy | | | 5.00% Effective Gross 70% AMI: | | | \$13,153 | \$157,833 |
| Note: | | | | | | | | | | |

Note:

| Manager's Unit | | | | | | | | | |
|----------------|-----------|--------------|---------------|--------------------|-----------------------|---------------------------|-------------------|----------------------|----------------------|
| Unit Type | No. Units | Unit Sq. Ft. | Total Sq. Ft. | AMI Based on LIHTC | Gross Monthly Rents | Monthly Utility Allowance | Net Monthly Rents | TOTAL NET MON. RENTS | TOTAL ANN. NET RENTS |
| 3 Bdrms | 1 | 850 | 850 | 0% | \$0 | \$0 | \$0 | \$0 | \$0 |
| Subtotal | 1 | | 850 | | | | \$0 | \$0 | \$0 |
| | | | Vacancy | 0.00% | Effective Gross | 0% AMI: | | \$0 | \$0 |
| Note: | | | | | | | | | |
| | | | | | Gross Rents | | | \$70,454 | \$845,448 |
| TOTAL | 55 | 40,125 | Avg. Vacancy | 5.25% | Effective Gross Rents | | | \$66,755 | \$801,062 |

Note:

TOTAL 55 40,125 Avg. Vacancy 5.25% Gross Rents \$70,454 Effective Gross Rents \$66,755 \$845,448 \$801,062

| RENTAL SUBSIDY | | | | | | | | |
|----------------|-----------|------------------------------------|--|-----------------------|---------------------|----------------------|---------------------|--------------------|
| Source: | | Section 8 (8 Units)/COSR (2 Units) | | Monthly Subsidy Limit | Total Subsidy Limit | Less Tenant Payments | Net Monthly Subsidy | NET ANNUAL SUBSIDY |
| Unit Type | No. Units | | | | | | | |
| 1 Bdrms | 8 | Section 8 | | 1,700 | \$13,600 | (\$1,776) | \$11,824 | \$141,888 |
| 1 Bdrms | 2 | COSR | | 558 | 1,116.00 | (444.00) | 672.00 | \$8,064 |
| Subtotal | 10 | | | | \$14,716 | (\$2,220) | \$12,496 | \$149,952 |
| | | | | Vacancy Factor | 5.00% | Effective Gross Rent | \$11,871 | \$142,454 |

MISCELLANEOUS INCOME

| | | P/U/Month | MONTHLY | ANNUAL |
|----------|----------------|-----------------------------|---------|---------|
| Laundry | | \$10.00 | \$550 | \$6,600 |
| Subtotal | | | \$550 | \$6,600 |
| | Vacancy Factor | 5.00% Eff. Gross Misc. Inc. | \$522 | \$6,270 |

| Total Units | Total SF (Residential) | TOTAL EFF. GROSS INCOME | MONTHLY | ANNUAL |
|-------------|------------------------|-------------------------|----------|-------------|
| TOTAL 55 | 40,125 | GROSS INCOME | \$83,500 | \$1,002,000 |
| | | EFF. GROSS INCOME | \$79,148 | \$949,786 |

Version: Based on 7/15/2021 KMA Analysis

OPERATING EXPENSES

| Income Summary | Vac. Factor | Residential |
|-----------------------------|--------------------|--------------------|
| Gross Income | | \$845,448 |
| Avg. Gross Income Vacancy | 5.25% | (\$44,386) |
| Operating Subsidies | | \$149,952 |
| Operating Subsidies Vacancy | 5.00% | (\$7,498) |
| Miscellaneous Income | | \$6,600 |
| Misc. Income Reduction | 5.00% | (\$330) |
| | | \$949,786 |

ANNUAL OPERATING EXPENSES

| General Administrative | Total | Per Unit |
|---|------------------|-----------------|
| Advertising | \$3,000 | \$55 |
| Legal | \$4,000 | \$73 |
| Accounting/Audit | \$12,000 | \$218 |
| Office, phone, misc. | \$12,000 | \$218 |
| Maintenance Supervision | \$10,000 | \$182 |
| Services Oversight | \$8,996 | \$164 |
| Total Gen. Administrative | \$49,996 | \$909 |
| Management Fee | \$56,987 | \$1,036 |
| Utilities | | |
| Gas | \$6,000 | \$109 |
| Electricity | \$16,000 | \$291 |
| Water & Sewer | \$26,000 | \$473 |
| Total Utilities | \$48,000 | \$873 |
| Payroll/Payroll Taxes | | |
| On-site Manager | \$41,400 | \$753 |
| Maintenance Personnel | \$16,000 | \$291 |
| Payroll Taxes, Benefits | \$14,924 | \$271 |
| Total Payroll/Payroll Taxes | \$72,324 | \$1,315 |
| Insurance | \$10,000 | \$182 |
| Maintenance | | |
| Painting | \$8,198 | \$149 |
| Repairs | \$26,000 | \$473 |
| Trash Removal | \$8,000 | \$145 |
| Exterminating | \$4,000 | \$73 |
| Landscaping | \$8,000 | \$145 |
| Supplies | \$4,000 | \$73 |
| Fire Safety/Alarm | \$2,292 | \$42 |
| Cleaning/Decorating | \$8,018 | \$146 |
| Total Maintenance | \$68,508 | \$1,246 |
| TOTAL OPERATING EXPENSES | \$305,815 | \$5,560 |
| Taxes, Reserves, Services, Other | | |
| Services Amenities | \$31,200 | \$567 |
| Property Assessments | \$13,800 | \$251 |
| Replacement Reserves | \$27,500 | \$500 |
| CalHFA Annual Service Fee | \$12,500 | \$227 |
| Annual Issuer Fee | \$4,000 | \$73 |
| Total Other Costs | \$89,000 | \$1,618 |
| TOTAL ANNUAL OPER. EXPENSES* | \$394,815 | \$7,178 |

Lincoln Avenue Apartments

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Version: Based on 7/15/2021 KMA Analysis

Revised: 7/16/2021

MORTGAGE CALCULATION**NET AVAILABLE INCOME****\$554,971****FINANCIAL EXPENSES****Debt Service Coverage (Tax-Exempt Financing)****1.15****Available for Debt Service****\$ 482,583****Less Sub Debt:**

Tax-Exempt Tranche B Debt Service

\$123,873

CalHFA - SNHP Debt Service

\$6,614

Total Debt Service on Sub. Debt

\$130,487**Available for Tax-Exempt Debt Service****352,096****Net Cash Flow****\$72,388****LOAN CONSTANT/IMPUTED TOTAL INTEREST COST**

| INTEREST RATE STACK | CONSTRUCTION | PERMANENT | |
|---------------------------------------|---------------------|-----------------------------|-----------------------------|
| | | Tax-Exempt Tranche A | Tax-Exempt Tranche B |
| LIBOR/15-Yr Muni Bond+Spread | 0.150% | 3.800% | 3.800% |
| Spread | 2.400% | 0.000% | 0.000% |
| Cushion | 1.200% | 0.400% | 0.400% |
| Bond Rate | 3.750% | 4.200% | 4.200% |
| Term (Months) | 30 | 480 | 240 |
| DSC | | 1.15 | 1.15 |
| Total All-In Underwriting Rate | 3.750% | 4.200% | 4.200% |

TAX EXEMPT FINANCE RATIO

Tax Exempt Const. Loan \$12,400,000

Total Tax-Exempt Financing \$12,400,000**Total Aggregate Basis \$23,757,527**

(Refer to Dev. Budget for details)

Percent of Tax-Exempt Financing 52.19%

Version: Based on 7/15/2021 KMA Analysis

THRESHOLD BASIS LIMIT - 2021

| BASIS LIMITS CALCULATIONS | | | 4% |
|----------------------------------|------------------|------------|----------------------------------|
| County: Orange | | | Total Unadjusted Threshold |
| | Unit Basis Limit | # of Units | |
| 1 | \$322,315 | 15 | \$4,834,725 |
| 2 | \$388,800 | 23 | \$8,942,400 |
| 3 | \$497,664 | 17 | \$8,460,288 |
| Total: | | 55 | \$22,237,413 |

(J)* Plus (+) 1% basis adjustment for each 1% of units income-targeted to 50% to 36% of AMI

Total Affordable Units @ 36% AMI to 50% AMI:

15

\$6,004,102

(K)* Plus (+) 2% for each 1% of units income targeted to 35% of AMI and below

Total Affordable Units @ 35% of AMI or Below:

14

\$11,563,455

* For 4% Projects only

Total Threshold Limit: \$39,804,969**Statewide Basis Delta For CDLAC Tiebreaker**

| | |
|---|-------------|
| Project County 2-Bedroom Basis Limit | \$388,800 |
| Median 2-Bedroom Basis Limit (all counties) | \$364,800 X |
| Statewide Basis Delta (maximum 30%) | 6.579% |

Lincoln Avenue Apartments

Version: Based on 7/15/2021 KMA Analysis

Revised:

TAX CREDIT CALCULATION

| Threshold Basis Limit | Construction/ Rehabilitation | Acquisition | Total |
|-----------------------|---------------------------------|-------------|--------------|
| | \$39,804,969 | | \$39,804,969 |

| | | |
|------------------------------|--------------|--------------|
| Total Eligible Basis | \$19,757,527 | \$19,757,527 |
| Deducted From Eligible Basis | | |
| Total Basis Reduction | \$0 | \$0 |

| | | | |
|--|--------------|-----|--------------|
| Total Requested Unadjusted Eligible Basis | \$19,757,527 | \$0 | \$19,757,527 |
|--|--------------|-----|--------------|

| | | | |
|--------------------------------------|-----------|---------------------|--------------|
| High Cost Area | No | | |
| Total Adjusted Eligible Basis | | \$19,757,527 | \$0 |
| Applicable Fraction | | 100% | 100% |
| Qualified Basis | | \$19,757,527 | \$0 |
| 2021 Credit Rate | | 4.00% | 0.00% |

| | | | |
|-------------------------------------|-----------|-----|-----------|
| Total Annual Federal Credits | \$790,301 | \$0 | \$790,301 |
|-------------------------------------|-----------|-----|-----------|

| | | | |
|--|-------------|-----|-------------|
| Total Federal Credits Over 10 Years | \$7,903,010 | \$0 | \$7,903,010 |
|--|-------------|-----|-------------|

(Non-competitive) State Credit Calculation

| | |
|-------------------------------|------------|
| A. Qualified Basis | 19,757,527 |
| B. Factor | 30% |
| C. Total State Credits | 5,927,258 |

| | | |
|--|-----------|--------------|
| D. Total State Credits Requested Over 4 Years | 1,809,519 | 32,900 /Unit |
|--|-----------|--------------|

| | |
|--|-----------|
| Total Federal and State Credits | 9,712,529 |
|--|-----------|

| | | | |
|---|--------------|-------------------|----------------|
| High or Highest Resource Area? | No | | |
| CDLAC Tiebreaker Score | | | |
| Bond and State Credit Request | 14,209,519 | | |
| Statewide Basis Delta* | 6.579% | | |
| Highest / High Resource Area Multiplier** | - | | |
| Homeless Project Multiplier** | | | |
| Adjusted Bond and State Credit Request | \$13,274,682 | | |
| | | | |
| Unit Type | Total Units | Adjustment Factor | Adjusted Units |
| Studio/SRO | 0 | 0.90 | 0.00 |
| 1-Bedroom | 15 | 1.00 | 15.00 |
| 2-Bedroom | 23 | 1.25 | 28.75 |
| 3-Bedroom | 17 | 1.50 | 25.25 |
| 4-Bedroom or larger | 0 | 1.75 | 0.00 |
| | 55 | | 69.00 |
| | | | |
| Tie Breaker Score | | | \$192,386.70 |

Version: Based on 7/15/2021 KMA Analysis

15 YEAR CASH FLOW ANALYSIS

| 100.00% | | | | | | | | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 100.00% | | | | | | | | | | | | | | | | |
| % Residential Operational in Year 1 | | | | | | | | | | | | | | | | |
| % Debt Service, Year 1 | | | | | | | | | | | | | | | | |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2021

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

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

| | |
|---|--|
| PRODUCER B & B Premier Insurance Solutions 5008 Chesebro Road Suite 200 Agoura Hills CA 91301 | CONTACT NAME: Ernesto Velazquez PHONE (A/C, No, Ext): (818) 223-8383 FAX (A/C, No): (818) 223-8181 E-MAIL ADDRESS: ernie@bbpremierins.com |
| INSURED C&C Development Co., LLC 14211 Yorba Street Suite 200 Tustin CA 92780 | INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Nationwide Mutual Insurance Company INSURER C: Starstone Specialty Insurance Co INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 21.22 C&C Development **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------------------|--|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 600GL0002130-07 | 01/27/2021 | 01/27/2022 | EACH OCCURRENCE \$ 1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | | |
| | | | MED EXP (Any one person) \$ 5,000 | | | | |
| | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ACP3048465075 | 10/01/2021 | 10/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | BODILY INJURY (Per person) \$ | | | | |
| | | | BODILY INJURY (Per accident) \$ | | | | |
| | | | PROPERTY DAMAGE (Per accident) \$ | | | | |
| | | | | | | | \$ 5,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 70595T215ALI | 01/27/2021 | 01/27/2022 | EACH OCCURRENCE \$ 1,000,000 |
| | | | AGGREGATE \$ 1,000,000 | | | | |
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| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

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

Certificate Holder is named as an additional insured as per policy terms, limits, conditions, coverages and exclusions as their interests may appear in the operation of the named insured.

CERTIFICATE HOLDER **CANCELLATION**

| | |
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| CERTIFICATE HOLDER City of Buena Park 6650 Beach Blvd. Buena Park, CA 90621 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

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POLICY NUMBER: 600 GL 0002130-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| All Persons or Organizations as required by Named insured in a written contract | Re insured's entry onto Additional Insured's property to perform pre-development due diligence activities such as architects, engineers, surveying, permitting, and soils' testing |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of **\$750** per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions**.

This coverage does not apply to "garage operations".

E. AUTO LOAN OR LEASE GAP PAY-OFF

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION

1. The following are added as an "insured" under **Section II – Liability Coverage, Who Is an Insured**:

Section II. 1. a. (4) Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

- a. You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (1) an expressed provision of an "insured contract", or written agreement; or
 - (2) an expressed condition of a written permit issued to you by a governmental or public authority.
- b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (1) you executed the "insured contract" or written agreement; or
 - (2) the permit has been issued to you.

2. The following is added to **Section IV – Business Auto Conditions, Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

G. COVERAGE EXTENSIONS

1. **Supplementary Payments**, of **Section II- Liability Coverage**, is amended as follows:

The reference to **\$250** for the cost of bail bonds is replaced by **\$1,000** and the reference to **\$100** per day for all reasonable expenses is replaced by **\$250** per day.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

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A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily Injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:

- a. \$150 for a covered "auto" you own of the private passenger type, or
- b. \$750 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
- b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
 - 5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

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titled and which you purchased less than 365 days before the date of the "loss".

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

S. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously

T. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

1. Business Income Coverage

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to "loss" to a covered "auto" used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

2. Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
 - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
 - 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2021

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

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

| | | |
|---|--|------------------------------------|
| PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937 | CONTACT NAME: Aon Risk Services, Inc of Florida | |
| | PHONE (A/C, No, Ext): 800-743-8130 | FAX (A/C, No): 800-522-7514 |
| INSURED ADP TotalSource FL XVI, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Advanced Property Services Management, Inc. 14211 Yorba St Suite 200 Tustin, CA 92780 | EMAIL ADDRESS: ADP.COI.Center@Aon.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: AIU Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |
| NAIC # | | |
| 19399 | | |

COVERAGES**CERTIFICATE NUMBER:** 3711149**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| | <input type="checkbox"/> OTHER | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | |
| | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| | <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$ | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC 038367113 CA | 07/01/2021 | 07/01/2022 | |
| | | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

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

All worksite employees working for ADVANCED PROPERTY SERVICES MANAGEMENT, INC., paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Buena Park 6650 Beach Blvd. Buena Park, CA 90621 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i> |

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Minimum insurance requirements for the City of Buena Park include Worker's Compensation coverage per statutory limits. Section 3700 of the Labor Code of the State of California requires every employer to be insured for Workers Compensation or to undertake self-insurance.

You may submit a **CERTIFICATION OF EXEMPTION** for waiver of this requirement if you do not employ anyone in a manner that is subject to worker's compensation laws of the State of California. *(Exception: all contractors with a C-39 Roofing classification are not eligible for exemption from workers' compensation.)*

**CERTIFICATE OF EXEMPTION FROM WORKERS'
COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this AGREEMENT/CONTRACT/PERMIT is entered into, I shall not employ any person in any manner so as to become subject to the Workers Compensation Laws of the State of California.

Executed on this 7th day of September 20 21
at Tustin, California.

Signature: 

Printed Name and Title:

Todd Cottle, authorized signer

Consultant/Contractor/Permitee Name:

C & C Development Co., LLC

FIRST AMENDMENT TO AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT

(Lincoln Avenue Apartments)

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT (the "**First Amendment**") is entered into as of October 10, 2023 (the "**Effective Date**"), by and among the City of Buena Park, a California municipal corporation and charter city (the "**City**"), and C & C Development Co., LLC, a California limited liability company (the "**Developer**"). City and Developer are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into that certain Affordable Housing Disposition and Development Agreement dated as of August 24, 2021 (the "**Original Agreement**"). These recitals refer to and utilize certain capitalized terms which are defined in Article I of the Original Agreement. Capitalized terms used in this First Amendment, but not defined herein, shall have the meanings set forth in the Original Agreement.

B. Under the Original Agreement, the Parties agreed to a schedule of performance attached as Exhibit C to the Original Agreement (the "**Original Schedule of Performance**") that anticipated "Entitlement Approval" to occur within two hundred seventy (270) days after execution of the Original Agreement by the City.

C. Entitlements were not approved on or before the deadline set forth in the Original Schedule of Performance.

D. Under the Original Agreement, the Parties agreed to an Escrow Closing Date with the expectation that Entitlements would be approved on or before the deadline set forth in the Original Schedule of Performance.

E. Under Section 6.1.1 of the Original Agreement, the Parties had agreed that the Developer would use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits by the deadline for the CDLAC and TCAC allocation and reservation meetings first occurring after receipt of all Entitlements, with reference to CDLAC's and TCAC's allocation and reservation meetings in 2022, 2023, and 2024.

F. The purpose of this First Amendment is to update the Original Schedule of Performance to delete the deadline for Entitlements approval, which have been approved by the City Council contemporaneously with this First Amendment, and to extend the Escrow Closing Date amend Section 6.1.1 of the Original Agreement, and extend other Project-related deadlines in the Original Schedule of Performance to be consistent with the forgoing purposes.

G. Section 4.5 of the Original Agreement allows a modification to the Original Schedule of Performance so long as the City Council approves any such modification that results in a change of the Original Project Completion Date by more than one hundred and eighty (180) days. The City Council has duly considered and approved this First Amendment at a regular meeting held on October 10, 2023.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Escrow Closing Date. The definition of "Escrow Closing Date" set forth in Section 1.1.33 of the Original Agreement shall be modified by deleting the date "December 31, 2023" and replacing it with "December 31, 2025."

2. TEBs and Tax Credit Financing. Section 6.1.1 of the Original Agreement shall be modified by:

- a. Deleting the following sentence: "If Developer does not receive the allocation of TEBs and Tax Credits as a result of such application, the Developer agrees to use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits in the remaining cycles of CDLAC's and TCAC's allocation and reservation meetings for 2022 and the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2023, and, subject to extensions approved pursuant to Section 4.5, the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2024." (the "**Deleted Sentence**"), and
- b. Replacing the Deleted Sentence with the following sentence: "If Developer does not receive the allocation of TEBs and Tax Credits as a result of such application, the Developer agrees to use commercially reasonable efforts to submit applications for an allocation of TEBs and a reservation of the Tax Credits in the remaining cycles of CDLAC's and TCAC's allocation and reservation meetings for 2024 and the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2025, and, subject to extensions approved pursuant to Section 4.5, the cycles of CDLAC's and TCAC's allocation and reservation meetings for 2026."

3. Exhibit C. Exhibit C to the Original Agreement shall be deleted in its entirety and replaced with Replacement Exhibit C attached to this First Amendment.

4. No Other Changes to the Original Agreement; Incorporation. Except as expressly modified by this First Amendment, all other provisions of the Original Agreement remain unmodified and continue in full force and effect being incorporated fully herein by this reference.

5. Conflicts with the Original Agreement. In the event of any conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail.

6. Effective Date. This First Amendment shall be effective on the date first set forth above.

7. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to

legally bind such party. Delivery of an executed counterpart of a signature page to this First Amendment by telecopy, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this First Amendment. Any party sending an executed counterpart of a signature page to this First Amendment by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this First Amendment.

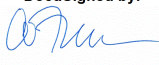
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.


CITY:

THE CITY OF BUENA PARK
a California municipal corporation


Dated: 10/17/2023 | 9:09:27 AM PDT

DocuSigned by:

By: A60CA453C3B349B...
Aaron France,
City Manager

ATTEST:

DocuSigned by:

13BEAF475C114B7...
City Clerk

APPROVED AS TO LEGAL FORM:
ALVAREZ-GLASMAN & COLVIN

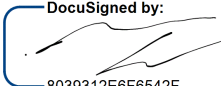
DocuSigned by:

By: 2E902860CD7A460...
City Attorney

[Signatures continued on following page]

DEVELOPER:

C & C DEVELOPMENT CO., LLC, a
California limited liability company

Dated: 10/16/2023 | 2:55:17 PM PDT

By: 
DocuSigned by:
8039312E6F6542F...
Todd R. Cottle, Trustee of the 2007 Todd R.
Cottle and Jennifer N. Cottle Revocable
Trust, its member

By: 
DocuSigned by:
B5C89535AAF1424...
Barry A. Cottle, Trustee of
The Cottle Family Trust Dated 3/8/1987,
its member

REPLACEMENT EXHIBIT C
TO
AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT
Schedule of Performance

| ACTION | DATE |
|---|---|
| 1. <u>Developer Inspections; Condition of the Site.</u> The Developer shall complete its investigation of the Site (including obtaining a survey), its physical condition, the soils and toxic conditions of the Site and all other matters that may affect the Developer's ability to develop the Site pursuant to this Agreement. | Completed. |
| 2. <u>Submission – Updated Project Budget and Updated Project Financing.</u> The Developer shall submit to the City for review and approval a revised Project Budget and the proposed Project Financing. | As a condition to the execution of this Agreement by the City, and within 20 days after written request by the City staff from time to time. |
| 3. <u>SNHP Loan Application, Project Based Vouchers and County Loan Application Submittal.</u> | Within sixty (60) days after execution of this Agreement by the City. |
| 4. <u>Applications and Awards for TEBs and Tax Credits.</u> The Developer shall make application to the CDLAC for TEBs and TCAC for Tax Credits. | In the first tax credit cycle immediately following Entitlements approval, which is currently anticipated to be in February 2024 based upon the CDLAC/TCAC schedule and, if unsuccessful, the remaining cycles of 2024, and all cycles in 2025, and, subject to Section 4.5, additional cycles in 2026. |
| 5. <u>Opening of Escrow.</u> The City and Developer shall open an escrow for conveyance of the Site to the Developer | Within thirty (30) days after reservation of Tax Credits to Developer by TCAC. |
| 6. <u>Close of Escrow.</u> The Escrow Agent shall close the escrow and the City shall convey title to the Site to the Developer, and the Developer shall accept such conveyance. This is a deadline for completion of all conditions to closing. | Within 195 days after reservation of Tax Credits to Developer by TCAC. |

| ACTION | DATE |
|--|--|
| 7. <u>Submission – Certificates of Insurance.</u> The Developer shall furnish to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies. | Prior to Close of Escrow. |
| 8. <u>Commencement of Construction of Developer's Improvements.</u> The Developer shall commence construction of the improvements to be constructed on the Site. | Within 30 days after the Close of Escrow. |
| 9. <u>Completion of Construction of Developer's Improvements and Certificate of Occupancy Issued.</u> The Developer shall complete construction of the improvements to be constructed on the Site. | As soon as reasonably possible, but in any event within 20 months after commencement thereof by the Developer. |

A. DISCUSS AND PROVIDE DIRECTION FOR TRAFFIC CONCERNS NEAR TAMARACK WAY/DALE STREET/LA PALMA AVENUE

| Meeting | Agenda Group |
|--|--|
| Tuesday, October 22, 2024, 5:00 PM | STUDY SESSION Item: 9A. |
| Presented By | Prepared By |
| Norm Wray, Senior Engineering Technician | Mina Mikhael, Director of Public Works/City Engineer |
| Approved By | |
| Aaron France, City Manager | |

DISCUSSION

BACKGROUND:

Staff was requested to evaluate three traffic concerns in the general vicinity of Dale Street and La Palma Avenue. One concern was high speeds and “corner cutting” on Tamarack Way between Dale Street and La Palma Avenue. The “corner cutting” was directed towards the right angle turn on Tamarack Way where the street changes from the east/west direction to the north/south direction (see Attachment 1). Residents have expressed concerns that vehicles parked near or around the corner cause southbound and westbound traffic to veer wide when navigating the turn. At the same time, eastbound and northbound traffic often crosses over the centerline, entering the lane of oncoming traffic. This raises concerns about the potential for head-on collisions.

The second concern is with regard to the proposed Dale Townhomes project that is currently undergoing the public hearing process. This project would, if approved, result in the construction of 93 new townhomes on the currently vacant former OSH site located on the southeast corner of La Palma Avenue and Dale Street. The plans for the site would result in the closure and re-location of the current entrances to the site. Residents expressed concerns about the additional traffic the proposed development would add onto La Palma Avenue. Another concern that has been raised is with regard to the proposed new entrance to the property on the La Palma Avenue site, which would be located approximately 350 feet east of the intersection of La Palma Avenue and Dale Street. The primary concern here is whether left turns into and out of the proposed driveway can be made safely, as well as the potential for traffic from the new development onto La Palma to use Tamarack Way as a cut-through route for westbound travel.

The last concern was with respect to northbound traffic at the intersection of Dale Street and La Palma Avenue. Specifically, staff was asked to review the possibility of changing the northbound outside through lane from a shared through-right configuration to a right-turn only configuration.

EXISTING CONDITIONS – TAMARACK WAY: Tamarack Way is a two-lane, east/west and north/south residential collector street with a Prima Facie speed limit of 25 MPH. It is 1,400 feet long and runs from Dale Street on its western end to La Palma Avenue on its northern end. It is a 40-foot wide, undivided roadway with numerous single-family residential driveways fronting both sides. Two local residential roadways intersect Tamarack Way between its limits – Hickory Drive and Teakwood Circle. Parking is generally allowed on both sides of the roadway. The road has a 90 degree bend where it changes from an east/west street to a north/south street (see Attachment 1).

ANALYSIS: In response to the concerns in the area, staff conducted a thorough field review of the existing conditions on the roadway, collected traffic volumes, speeds and collision history on Tamarack Way.

Staff's field review indicated all traffic controls to be adequately and appropriately present on the roadway. With regard to the residents' concern about "cutting the corner" at the 90 degree turn, staff worked with residents to implement a work order to install a small no parking zone on the inside of the turn and stripe a double yellow centerline (two-direction no-passing zone) around the curve. These changes, shown on Attachment 3, have already been installed.

Traffic counts were conducted over a 48-hour period from September 25th to September 26th. The counts were taken at two locations on Tamarack Way: one on the east/west leg and one on the north/south leg. The counts at these locations were used to establish the Average Daily Traffic (ADT) and 85th percentile speeds on the two street segments. See the table below for the details of the traffic counts on Tamarack Way. The count data is also shown on Attachment 2.

| | Date | EB/NB 85 th % Speed | WB/SB 85 th % Speed | ADT |
|-----------------|----------|--------------------------------|--------------------------------|-------|
| East/West Leg | 09/25/24 | 28 MPH (EB) | 28 MPH (WB) | 974 |
| East/West Leg | 09/26/24 | 28 MPH (EB) | 30 MPH (WB) | 996 |
| North/South Leg | 09/25/24 | 26 MPH (NB) | 28 MPH (SB) | 984 |
| North/South Leg | 09/26/24 | 26 MPH (NB) | 28 MPH (SB) | 1,001 |

The average 85th percentile speed (speed at which 85% of the traffic is traveling at or below) was measured to be 27 mph. In general, it seems that only 15% of traffic on Tamarack Way is traveling at more than 2 to 3 MPH above the speed limit. The highest speeds encountered were only on the westbound direction of Tamarack, and only on one day (30 MPH on September 26th). Even on this day, 85% of the traffic were at or below a speed only 5 MPH greater than the prima facie limit. The speed information shows that the majority of traffic is traveling at a reasonable speed on this street indicating no speeding concern on Tamarack Way. Furthermore, the average ADT on the roadway was measured to be 989, which is typical for a residential collector street such as Tamarack.

A 5-year collision history revealed three reported collisions on Tamarack. All occurred at the signalized intersection with Dale Street. In each case, one of the vehicles involved in the collision violated the signal indications (driver error). There have been no reported collisions on Tamarack, indicating that the roadway is operating safely.

EXISTING CONDITIONS – LA PALMA AVENUE and DALE STREET: La Palma Avenue is an east/west primary arterial street with three lanes westbound and two lanes eastbound near Dale Street. Its intersection with Dale Street is controlled by a traffic signal. The speed limit on La Palma Avenue in this area is posted at 40 MPH. La Palma Avenue east of Dale Street is approximately 78 feet wide, and west of Dale Street it is approximately 105 feet wide. East of Dale Street, La Palma Avenue is divided by a striped median and two-way left-turn lane. West of Dale Street, La Palma Avenue is divided by a raised concrete median.

Dale Street south of La Palma Avenue is a north/south secondary arterial street with two lanes northbound and three lanes southbound. This portion of the street is approximately 84 feet wide with a posted speed limit of 40 MPH. This portion of the street is divided by a raised concrete median. Dale Street north of La Palma Avenue is also a north/south secondary arterial street. At the intersection with La Palma Avenue there are two lanes in each direction. However, as traffic proceeds north from La Palma Avenue, the street narrows to approximately 64 feet wide and has one lane in each direction. This narrowing is complete by approximately 300 feet north of La Palma Avenue. This section of the street has a posted speed limit of 40 MPH and is divided by a painted median.

ANALYSIS: In response to the resident concerns regarding La Palma and Dale Streets, staff had a consultant perform specific traffic counts, including ADT and turning movement counts on the roadways. The ADT is defined as the average number of vehicles passing a specific point on a roadway on an average day. As shown in Attachment 2, the volume of vehicles on traffic on La Palma Avenue at this location was 26,399 on September 25th and 26,860 on September 26th. These numbers result in an ADT of **26,630** vehicles per day. Per the Buena Park General Plan, La Palma Avenue is designated as a Primary Arterial Street. The General Plan states that this type of roadway is expected to carry an ADT of 20,000 to 30,000 vehicles per day in order to have a Level of Service (LOS) of C. Based on the recent traffic counts, this portion of La Palma Avenue falls into the expected amount of traffic anticipated in the General Plan. Furthermore, the new development's trip generation memo estimates an increase of 361 vehicles per day and 66 vehicles during the morning and evening peaks hour on La Palma Avenue. This is not expected to negatively impact the existing infrastructure or traffic flow.

Counts on Dale Street south of La Palma Avenue show that the ADT was **14,158** vehicles per day. Counts on Dale Street north of La Palma Avenue show that the ADT was **5,138** vehicles per day. Turning movement counts at the intersection of Dale Street and La Palma Avenue are shown in Attachments D and E. Based on the request to remove one northbound through lane and replace it with a right turn only lane, the primary interest in the turning movement counts is comparing the northbound right turns and northbound through movements. See the table below for a comparison of these movements. Peak hour turning movements are shown on Attachment 5.

| Date | Total NB Right Turn | Total NB Through | Total Peak Hour Right Turn | Total Peak Hour Through |
|----------|---------------------|------------------|----------------------------|-------------------------|
| 09/25/24 | 3,173 | 1,070 | 198 | 139 |
| 09/26/24 | 3,090 | 1,063 | 225 | 116 |

The data shows that the overall demand for northbound right turns is about triple the demand for northbound through movements.

The Buena Park General Plan has a goal that all signalized intersections perform at a level of service of “D” or better. Level of service, or “LOS,” is a qualitative description of traffic at a location and compares (in this case) the volume of traffic at an intersection to the intersection’s actual capacity. LOS values range from A to F, and the lower values indicate the likelihood of longer delays to traffic at an intersection. An analysis of the LOS of this intersection shows that it currently operates at a LOS of B, and it will continue to have a LOS of B if the northbound lane changes are made.

With regard to concerns about the safety of vehicles making left turns into and out of the new development, staff has conditioned the developer to make changes to the median in this area. The developer will install raised concrete medians and striping that will create a protected west bound left turn lane for entry to the site, and a protected westbound acceleration lane. These lanes will serve two functions. For westbound turns into the property, vehicles will be able to pull out of the through traffic lanes and wait for breaks in eastbound traffic in order to safely make their turn. For left turns out of the property, the acceleration lane will provide a location for vehicles to turn into and then be able to wait for a break in westbound traffic before merging. This turns a one-stage movement across two directions of traffic into two different one-stage movements that only have to move across one direction of traffic. This proposed layout is shown on Attachment 4.

NEXT STEPS: With regard to Tamarack Way, staff has already implemented no parking zones and striping changes to address the concerns. There are no additional recommendations at this time. However, staff will continue to monitor the roadway for any conditions that might be warranted.

With regard to La Palma Avenue, staff will require the developer to implement the protected left-turn in and left-turn out islands at the new driveway. These changes could be implemented during the construction phase of this private development project.

Given the above findings, the northbound lanes of Dale Street at La Palma Avenue can be reconfigured. On the south side of the intersection, staff will convert the northbound outside through lane to a right-turn only lane. On the north side of the intersection staff will reconfigure the lanes to remove the outside through lane.

The lane configuration changes on Dale Street south of La Palma will be implemented in the next two to three weeks, while changes on Dale street north of La Palma will be implemented in coordination with the Annual Pavement Rehabilitation Project in summer 2025.

BUDGET

The proposed changes will cost approximately \$1,500. This cost would be borne by the existing signing and striping budget.

Attachments

[Attachment_1.pdf](#)

[Attachment_2.pdf](#)

[Attachment_3.pdf](#)

[Attachment_4.pdf](#)

[Attachment_5.pdf](#)



| | | |
|-----------|--|----------|
| DRAWN BY: | NORM WRAY | DATE |
| | | 08/15/24 |
| APPROVED: | <div style="border-top: 1px solid black; width: 100%;"></div> DEEPTHI ARABOLU, P.E., T.E. <small>PRINCIPAL ENGINEER, R.C.E. 75742</small> | DATE |
| | | |



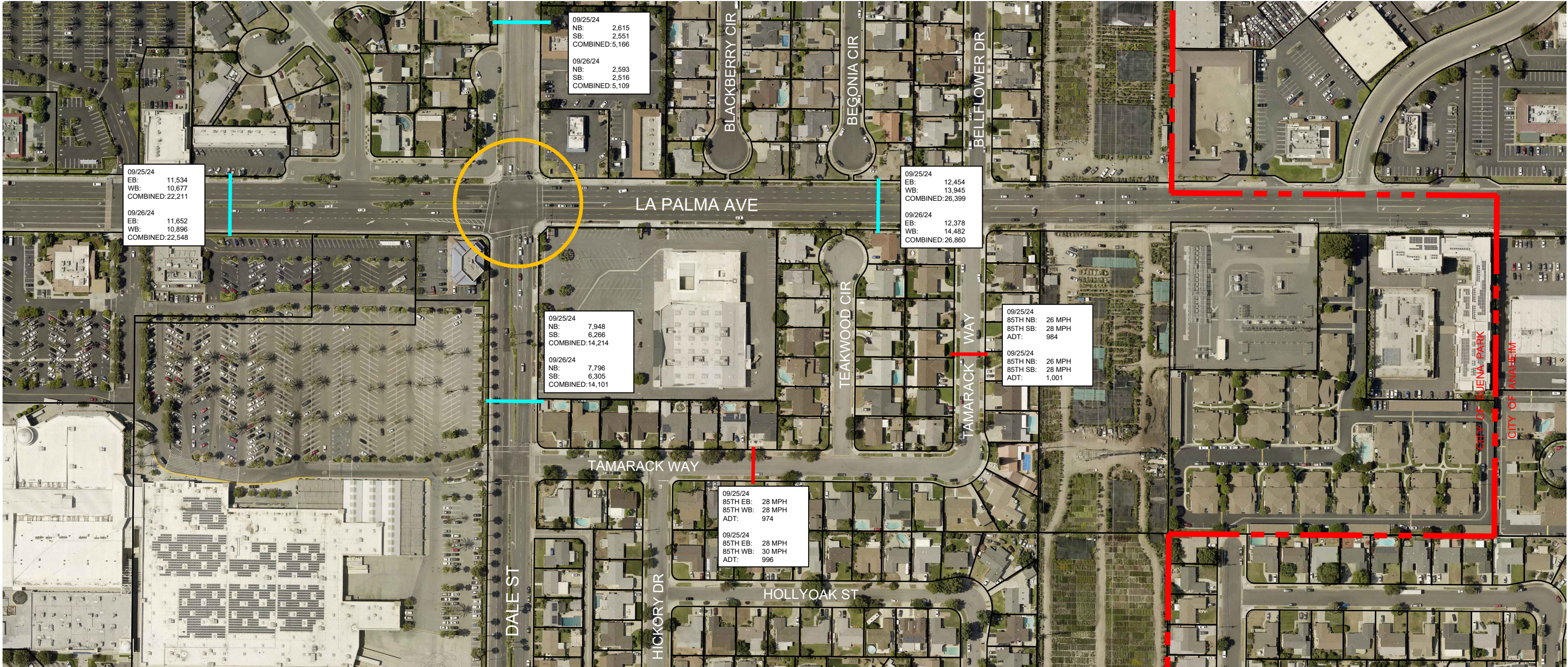
SHEET 1 OF 1



VICINITY MAP OF
DALE ST / LA PALMA AVE / TAMARACK WAY

SCALE: 1" = 200'

DRAWING NO. N/A



- : INDICATES THE LOCATION FOR A 48 HOUR VOLUME COUNT (4 TOTAL)
- : INDICATES THE LOCATION FOR A 48 HOUR SPEED AND VOLUME COUNT (2 TOTAL)
- : INDICATES THE LOCATION FOR A 48 HOUR TURNING MOVEMENT COUNT (1 TOTAL)

NOTES:

- VOLUME AND SPEED COUNT LOCATIONS ARE APPROXIMATE AND MAY BE ADJUSTED IN THE FIELD BASED ON THE NEEDS OF THE COUNTING EQUIPMENT.
- IF ADJUSTED, THE EXACT LOCATION SHALL BE RECORDED FOR LATER INCORPORATION INTO THIS MAP.

CITY OF BUENA PARK
OVERVIEW OF COUNT LOCATIONS FOR
DALE ST / LA PALMA AVE / TAMARACK WAY



SCALE: 1" = 200'

| R E V I S I O N S | | | | | | R E F E R E N C E S | | BENCH MARK | DRAWN BY: | REVIEWED BY CITY STAFF | | | PREPARED UNDER THE DIRECTION OF: | DATE | DRAWING NO. | |
|-------------------|------|----|-------------|-------|------|---------------------|--|------------|-------------|------------------------|---------|------|----------------------------------|------|--------------|------|
| NO. | DATE | BY | DESCRIPTION | APPR. | DATE | | | | NORM WRAY | | INITIAL | DATE | | | | REV. |
| | | | | | | | | | | ENGINEERING | | | | | N / A | |
| | | | | | | | | | CHECKED BY: | TRAFFIC | | | | | | |
| | | | | | | | | | | UTILITIES | | | APPROVED: | DATE | | |
| | | | | | | | | | | STREET | | | | | | |
| | | | | | | | | | | INSPECTION | | | CITY ENGINEER R.C.E. NO. 40764 | | SHEET 1 OF 1 | |



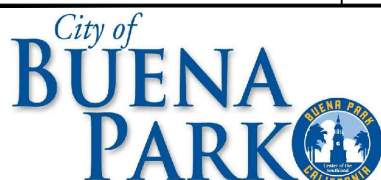
NOTES:

1. ALL NEW STRIPING SHALL BE 2 COATS PAINT WITH RETROREFLECTIVE BEADS APPLIED TO EACH COAT.
2. ALL NEW STRIPING SHALL BE PER CURRENT CALTRANS STD. PLANS AND SPECIFICATIONS.

| | |
|---|----------|
| DRAWN BY: | DATE |
| NORM WRAY | 08/19/24 |
| APPROVED: | DATE |
| DEEPTHI ARABOLU, P.E., T.E. PRINCIPAL ENGINEER, R.C.E. 75742 | |



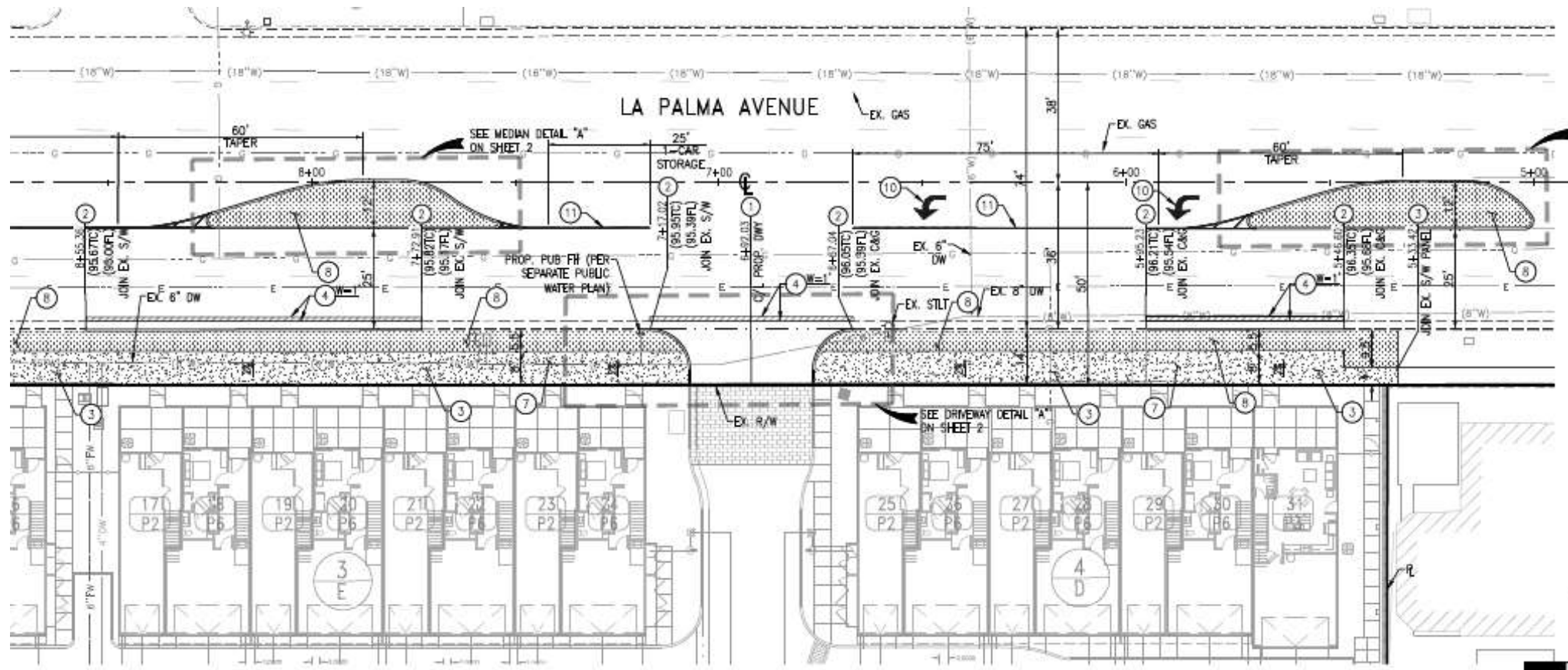
SHEET 2 OF 2

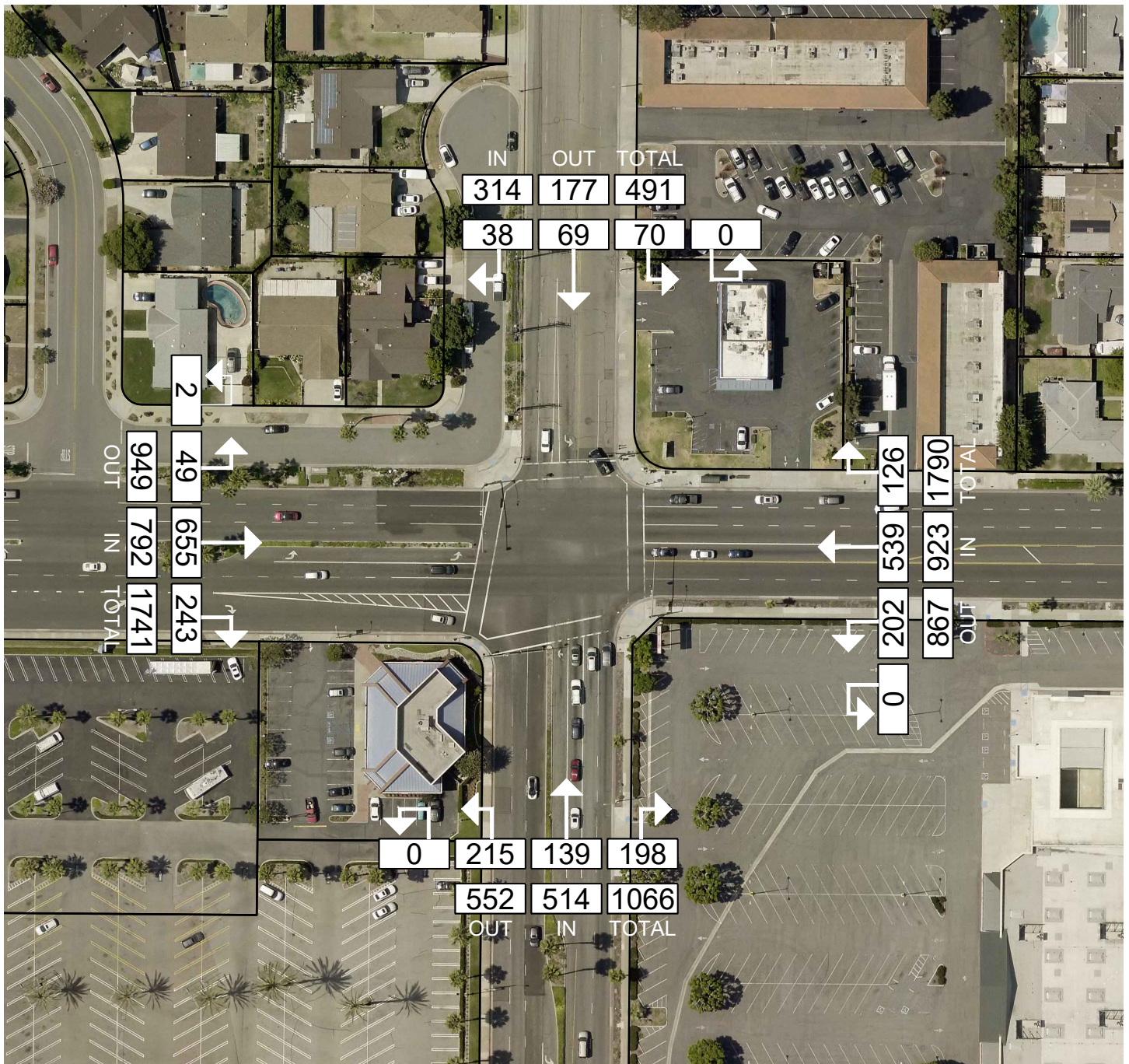


**STRIPING CHANGES ON
TAMARACK WAY**

SCALE: 1" = 40'

DRAWING NO. 2024030-02





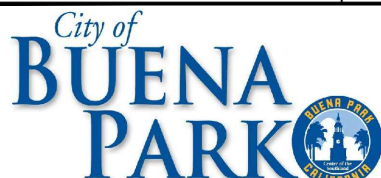
NOTES:

1. COUNTS ABOVE WERE COLLECTED ON 09/25/24.
2. COUNTS ABOVE ARE THE PEAK HOUR RESULTS OF A 24 HOUR COUNT.
3. PEAK HOUR WAS FOUND TO BE 17:15 TO 18:15.
4. TOTAL PHF WAS 0.952
5. TOTAL ENTERING VOLUME WAS 2,545



SHEET 1 OF 2

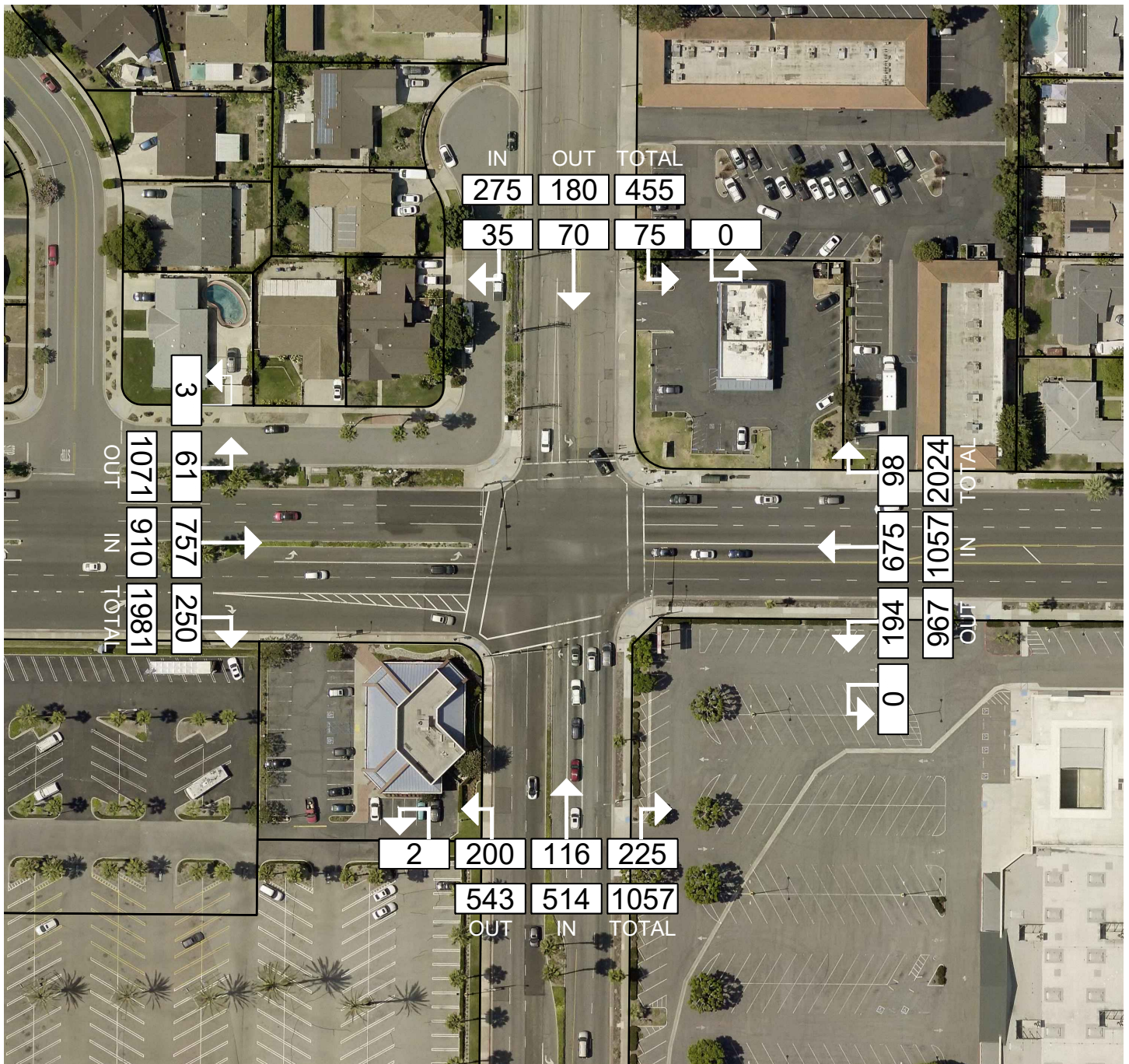
| | |
|----------------------------------|----------|
| DRAWN BY: | DATE |
| NORM WRAY | 09/30/24 |
| APPROVED: | DATE |
| DEEPTHI ARABOLU, P.E., T.E. | |
| PRINCIPAL ENGINEER, R.C.E. 75742 | |



**PEAK HOUR TURNING MOVEMENT COUNTS AT
DALE STREET & LA PALMA AVE**

SCALE: 1" = 100'

DRAWING NO. N/A



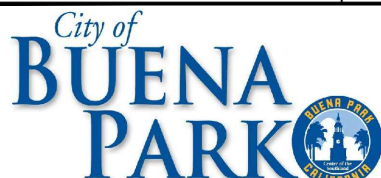
NOTES:

1. COUNTS ABOVE WERE COLLECTED ON 09/26/24.
2. COUNTS ABOVE ARE THE PEAK HOUR RESULTS OF A 24 HOUR COUNT.
3. PEAK HOUR WAS FOUND TO BE 17:15 TO 18:15.
4. TOTAL PHF WAS 0.940
5. TOTAL ENTERING VOLUME WAS 2,761



SHEET 2 OF 2

| | |
|----------------------------------|----------|
| DRAWN BY: | DATE |
| NORM WRAY | 09/30/24 |
| APPROVED: | DATE |
| DEEPTHI ARABOLU, P.E., T.E. | |
| PRINCIPAL ENGINEER, R.C.E. 75742 | |



PEAK HOUR TURNING MOVEMENT COUNTS AT DALE STREET & LA PALMA AVE

SCALE: 1" = 100'

DRAWING NO. N/A

B. DISCUSS AND PROVIDE DIRECTION REGARDING AN EVALUATION OF THE NEED FOR AN ADULT SCHOOL CROSSING GUARD AT THE INTERSECTIONS OF CAMELLIA DRIVE AT COLUMBINE CIRCLE/PERIWINKLE DRIVE AND CAMELLIA DRIVE AT CALLALILY CIRCLE

| Meeting | Agenda Group |
|--|--|
| Tuesday, October 22, 2024, 5:00 PM | STUDY SESSION Item: 9B. |
| Presented By | Prepared By |
| Deepthi Arabolu, P.E., T.E., Assistant City Engineer | Mina Mikhael, Director of Public Works/City Engineer |
| Approved By | |
| Aaron France, City Manager | |

DISCUSSION

EXISTING CONDITIONS:

City staff was recently contacted about placement of an adult school crossing guard at intersections of Camellia Drive at Columbine Circle/Periwinkle Drive and Camellia Drive at Callalily Circle (Attachment 1).

Camellia Drive is a two-lane, north/south residential collector street with a Prima Facie speed limit of 25 MPH. It is 3,100 feet long and runs from Poinsettia Drive on its northern end to La Palma Avenue on its southern end. It is a 40-foot wide, undivided roadway with numerous single-family residential driveways fronting both its sides. Several local residential roadways intersect Camellia Drive between its limits. Parking is allowed on both sides of the roadway. Dysinger Elementary School (part of the Centralia Elementary School District) is located on the east side of the roadway.

Columbine Circle is a two-lane, east/west local residential cul-de-sac street with a Prima Facie speed limit of 25 MPH. The street is approximately 450 feet long and intersects Camellia Drive on its eastern end. It is 28-foot wide, undivided roadway with many single-family residential driveways fronting both its sides. Parking is allowed on both sides of the roadway.

Periwinkle Drive is a two-lane east/west local residential street with a Prima Facie speed limit of 25 MPH. It is approximately 110 feet long, and intersects Camellia Drive on its western end. It dead-ends on its eastern end. It is a 40-foot wide, undivided roadway and serves just one single-family residential home on its south side. On its north side, it provides access to a service road into Dysinger Elementary School.

Periwinkle Drive and Columbine Circle intersect Camellia Drive in an off-set manner forming two "T" intersections; the two legs are offset approximately 50 feet apart. This offset intersection is currently an all-way stop controlled intersection. The northerly Columbine Circle intersects Camellia Drive from the west side, forming a stop controlled "T" intersection. Southbound traffic on Camellia Drive is stop controlled at the northerly Columbine Circle. The southerly Periwinkle Drive intersects Camellia Drive from the east side, forming a stop controlled "T" intersection as well. Northbound traffic on Camellia Drive is stop controlled at southerly Periwinkle Drive. There is a marked school crosswalk across Camellia Drive at Periwinkle Drive and across Columbine Circle at Camellia Drive. The elementary school is located on the northeast corner of this intersection

Approximately 500 feet north of this crosswalk exists another uncontrolled crosswalk at the intersection of Camellia Drive at Callalily Circle. Callalily Circle is a two-lane, east/west local residential cul-de-sac street with a Prima Facie speed limit of 25 MPH. The street is approximately 450 feet long and intersects Camellia Drive on its eastern end. It is 28-feet wide, undivided roadway with many single-family residential driveways fronting both its sides. Parking is allowed on both sides of the roadway. Callalily Circle eastbound is stop controlled at Camellia Drive.

PEDESTRIAN/TRAFFIC VOLUMES – (School Peak Hours)

| Warrant Analysis – California Manual on Uniform Traffic Control Devices (CA MUTCD) | | | | | |
|---|-------------------------------|--------------------------|----------------|-----------------------------|----------------|
| Location | Date/Time | Vehicles Per Hour | | Pedestrians Per Hour | |
| | | Actual | Warrant | Actual | Warrant |
| Crossing Camellia Drive @ Columbine Circle (South Leg) | 09/04/2024 7:30 – 8:30 AM | 385 | 500 | 16 | 40 |
| | 09/04/2024 1:00 to 2:00 PM | 245 | 500 | 27 | 40 |
| Crossing Columbine Circle @ Camellia Drive (West Leg) | 09/04/2024 7:30 – 8:30 AM | 20 | 500 | 10 | 40 |
| | 09/04/2024 1:00 to 2:00 PM | 38 | 500 | 7 | 40 |
| Crossing Camellia Drive @ Callalily Circle (South Leg) | 09/04/2024 7:30 – 8:30 AM | 260 | 350 | 27 | 40 |
| | 09/04/2024 1:00 to 2:00 PM | 218 | 350 | 48 | 40 |
| Crossing Callalily Circle @ Camellia Drive (West Leg) | 09/04/2024 7:30 – 8:30 AM | 29 | 500 | 18 | 40 |
| | 09/04/2024 1:00 to 2:00 PM | 36 | 500 | 26 | 40 |

ANALYSIS:

Staff conducted pedestrian and vehicle counts at this location to evaluate the need for an adult school crossing guard in response to a recent request from Centralia Elementary School District.

The CA MUTCD's warrant for the assignment of an adult school crossing guard has a basic requirement of at least 40 elementary school children crossing per hour for any two hours of the day. Additionally, for an uncontrolled crossing in an urban area, like Camellia Drive at Callalily Circle, the warrant requires there be at least 350 opposing vehicles conflicts per hour during the same two hours of the day when children are present for an uncontrolled crossing. For a STOP controlled crossing, the warrant requires that there be at least 500 opposing vehicle conflicts during the same time period. Both the basic and the traffic volume elements of the warrant must be met to justify the assignment of a crossing guard.

In addition, the CA MUTCD requires that any STOP controlled crossing must be an undivided roadway with four or more approach lanes to qualify for a crossing guard. For the intersection of Camellia at Columbine, both approaches are stop controlled but neither is a four-lane undivided roadway. Lastly, the CA MUTCD requires that if a crosswalk is not controlled by either a STOP or a traffic signal, it must be at least 600 feet away from a crossing that is controlled by a STOP or a traffic signal. In the case of Camellia at Callalily, the crosswalk is uncontrolled, but is under 500 feet from a crossing that is STOP controlled.

Additionally, staff collected traffic volumes, speeds and collision histories on Camellia Drive. A spot speed survey was conducted to assess the speeds at which drivers are traveling. The results indicated that the 85th percentile speed—the speed at or below which 85% of drivers are traveling—was measured at 28 mph, suggesting there is no speeding issue on the roadway. The Average Daily Traffic (ADT) was measured to be 1,111 vehicles, which is typical of a residential collector roadway such as Camellia Drive. The five-year collision history indicated no reported accidents, indicating the roadway to be operating with an excellent safety record.

CITY COUNCIL OPTIONS:

Based on current volume counts and requirements of the CA MUTCD, the intersections did not meet the necessary warrants for the assignment of an adult school crossing guard. A warrant is a criteria used as a threshold for uniformity and to justify taking an action. The final authority of recommending an Adult School Crossing Guard at these locations rests with the City Council. Should the Council wish to add a crossing guard to a location near Dysinger School, the cost is approximately \$15,000 per year.

Based on field observations and a review of the existing traffic controls along the roadway, staff is proposing changes to the roadway striping to enhance traffic safety and flow in the area surrounding the school:

1. Establish a right-turn-only lane into the school drop-off and pick-up area, which would involve creating an approximately 150-foot "No Stopping Any Time" zone north of Periwinkle Drive.
2. Remove 20 feet of parking space in front of all crosswalks on Camellia Drive to enhance pedestrian safety and prevent vehicles from parking too close to the crosswalks.
3. Implement a striped centerline no-passing zone on Camellia Drive near the school.
4. Implement a striped centerline passing-zone on the remainder of Camellia Drive outside of the school area.

See Attachment 2 for an overview of these recommendations. With City Council direction, staff will collaborate with the District on these recommendations before issuing a work order for implementation.

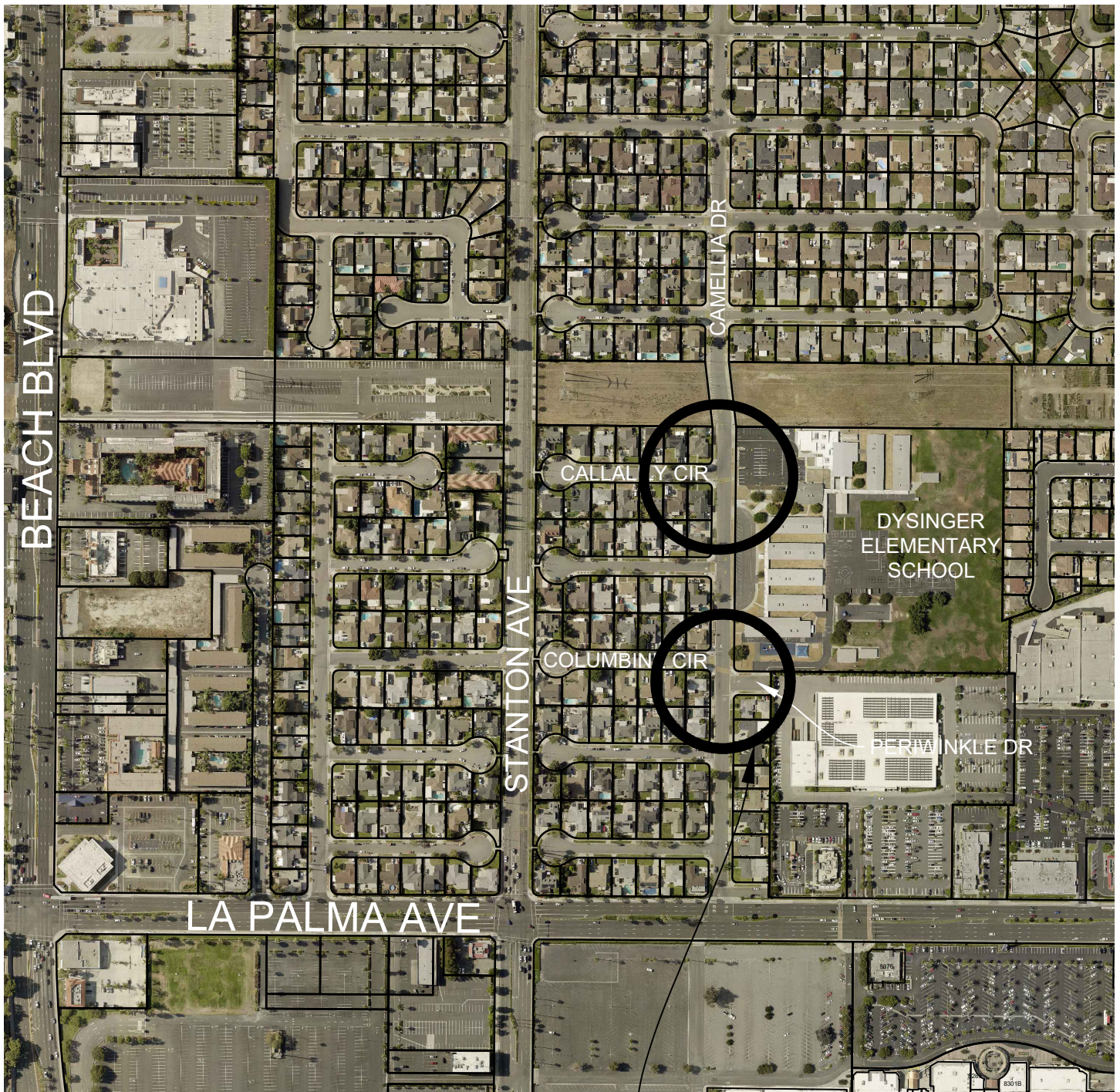
The proposed changes will cost approximately \$3,000. This cost would be borne by the existing signing and striping budget.

Attachments

[Att 1 of 2.pdf](#)

[Att 2 of 2.pdf](#)

ATTACHMENT 1

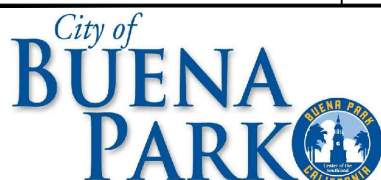


AFFECTED AREAS

| | |
|---|----------|
| DRAWN BY: | DATE |
| NORM WRAY | 08/12/21 |
| APPROVED: | DATE |
| DEEPTHI ARABOLU, P.E., T.E. PRINCIPAL ENGINEER, R.C.E. 75742 | |



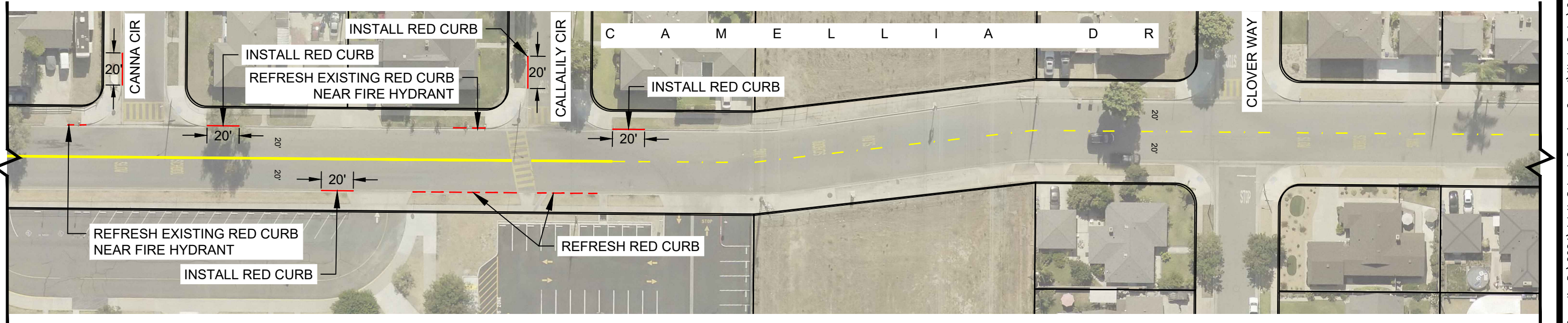
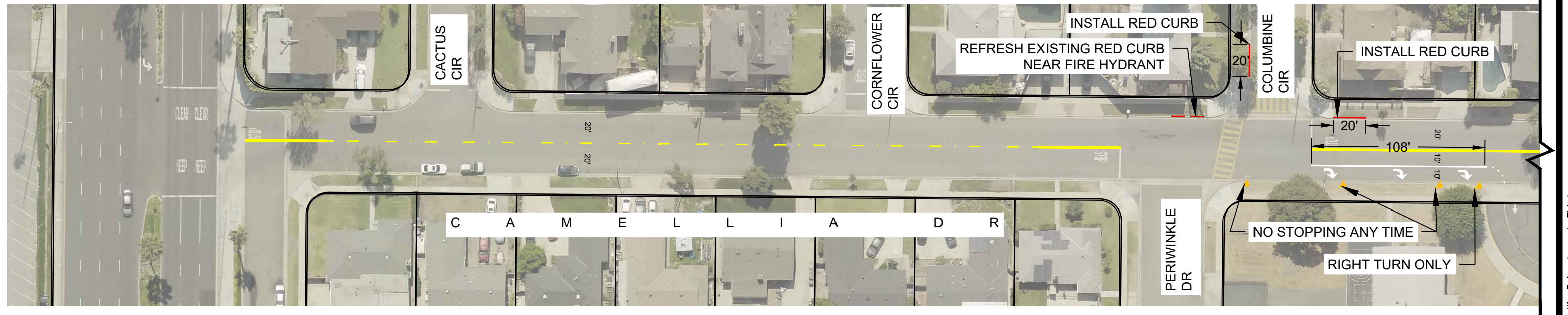
SHEET 1 OF 1






VICINITY MAP OF
CAMELLIA AT COLUMBINE AND PERIWINKLE

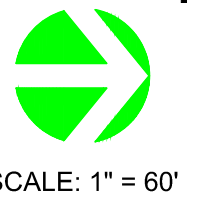
SCALE: 1" = 400'

DRAWING NO. N/A

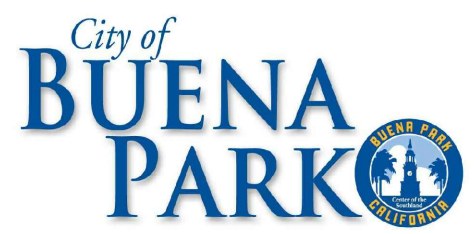


LEGEND

-  PROPOSED SIGN
-  PROPOSED RED CURB
-  REFRESH EXISTING RED CURB



SCALE: 1" = 60'



PROPOSED SIGNING AND STRIPING IMPROVEMENTS

CAMELLIA DRIVE

**C. DISCUSS AND PROVIDE DIRECTION REGARDING A PILOT PROGRAM FOR RESIDENTIAL WILDLIFE SPRAY
DETTERRANT DEVICES**

| Meeting | Agenda Group |
|--|--|
| Tuesday, October 22, 2024, 5:00 PM | STUDY SESSION Item: 9C. |
| Presented By | Prepared By |
| Jessica Fewer, Senior Management Analyst | Eddie Fenton, Assistant City Manager/Director of Human Resources |
| Approved By | |
| Aaron France, City Manager | |

DISCUSSION

On September 20, 2024, Mayor Sonne calendared discussion regarding the city purchasing wildlife deterrent devices for residents to use in the community. Wildlife venturing into residential neighborhoods (e.g. coyotes, skunks, squirrels, etc.) continues to be an issue within the community. Previously, the City's animal services contractor, the Southeast Area Animal Control Agency (SEAACA), would set traps for wildlife animals or feral cats. However, a few year back, the California Department of Fish and Wildlife changed their policies and they no longer authorize SEAACA (or animal control agencies in general) to relocate healthy wildlife. (SEAACA can still respond to sick, injured or deceased wildlife animals or those who have made physical contact with humans or domestic animals.)

While trapping and relocating wildlife is no longer an option, there are other ways to deter these animals from traversing neighborhood properties or co-habiting on a property. First, there are many ways to deter these types of animals from residential areas, including trimming back shrubs and bushes, only feeding domestic animals indoors, storing trash in receptacles, keeping grounds free of fallen/rotting fruit, and not mass feeding feral cats, birds or other wildlife outside the home. Attachment 1 has a full list of wildlife tips from SEAACA.

Additionally, there are numerous devices that can be purchased to try to deter wildlife, including repellent spray, motion-activated water spraying devices, motion-activated repellent spray devices, and solar ultrasonic deterrent devices. From online reviews, the ultrasonic deterrent devices may be effective while not involving sprinkling pellets or spraying deterrent. Most of the ultrasonic devices are solar-powered and less than \$50 each. As with any deterrent, the devices may or may not work on various types of animals or could only deter them for a period of time.

Given the cost of the ultrasonic item and the unknown time frame a resident would need to use the device to be effective, a City-funded rebate program may work better than a rental program. This way, the resident could choose and purchase the specific device for their property and later be reimbursed by the City. This pilot wildlife deterrent program could be funded initially with \$1,000 (or another amount selected by the City Council) and be available to residents until funds are depleted each fiscal year. Ultrasonic devices range from roughly \$25 to \$50, so residents could purchase the product and then be reimbursed by the City upon proof of installation. Residents could be limited to two devices per property address. The program could be limited to single-family residences initially with the potential to be expended to multi-family units, if requested in the future. Staff is seeking City Council direction regarding the scope of the proposed pilot program as well as if the City Council wants to limit the devices to only ultrasonic devices or allow other deterrent devices to be part of the rebate program.

Attachments

[Wildlife Information Public March 2019.pdf](#)



Wildlife Information

SEAACA receives many calls regarding wildlife sightings and wildlife in traps. SEAACA can respond to calls for wildlife that are sick, injured, deceased or has had physical contact with a human or domestic animal. After consultation with the State of California Department of Fish and Wildlife, SEAACA is not authorized to relocate healthy wildlife.

To comply with State Law effective May 15, 2014, we will not routinely respond to sightings or healthy wildlife in traps. Should wildlife be inadvertently trapped, we will offer guidance and appropriate assistance to the resident. We have wildlife information flyers that we can send to residents and also information posted on our website for reference.

If you have contained a wild animal or have nuisance wildlife, you may release it or contact a state licensed trapper or pest control service for assistance. You may obtain more information online on the Department of Fish and Wildlife's website (wildlife.ca.gov) or by phone (858) 467-4201 for more information on the laws pertaining to urban wildlife and their protection. For a listing of licensed trapper's you can look in your local phone listings.

The following are helpful tips to discourage wildlife activity in residential neighborhoods:

- Cats and small dogs should be kept indoors. When cats and small dogs are allowed outside they should be supervised closely.
- Do not feed pets outdoors. Do not leave food of any kind outside at night. Food left out at night will be taken as a welcome invitation by wildlife and may prompt a future visit.
- Keep pet food indoors. If you must feed your pet outdoors, you should immediately pick up the food when your pet has finished eating.
- Keep grounds around trees free from fallen/rotten fruit and leaf litter.
- Store trash in securely covered heavy-duty containers.
- Keep yard landscaping well maintained to minimize hiding or potential sheltering areas. Enclose the bottoms of porches and decks. These can be potential sheltering areas for wildlife.
- Eliminate garbage, debris, lumber piles, etc. from the property which can be potential sheltering areas for wildlife.
- Keep property fencing well maintained and try to eliminate access points to roof tops by trimming trees branches and vines that are close to the house.
- Make sure pets are up to date on their vaccines and licenses.
- Consider using animal repellent products available on the internet or in stores to deal with nuisance wildlife animals.

Please remember that if any of the three (3) life sustaining elements (food, water and shelter) are available on the property, you are more likely to encounter some wildlife in your yard.



seaaca.org/wildlife

