



Tuesday, July 14, 2026, 5:00 PM
Council Chamber
6650 Beach Boulevard
Buena Park, CA 90621

Mayor Connor Traut
Vice Mayor Lamiya Hoque
Council Member Joyce Ahn
Council Member Carlos Franco
Council Member Susan Sonne

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
Public Hearings: 6:00 p.m.

Zoom Webinar: zoom.us/join
MEETING ID: 874 1004 1761 PASSCODE: 796174
CONFERENCE CALL: +1 669 900 6833

City Council meetings are available on the City's website at www.buenapark.com and the City's Cable Channel BPTV.

MEETING PARTICIPATION AND PUBLIC COMMENT OPTIONS: Each speaker has 3 minutes.

IN-PERSON

Sign in using the digital kiosk located at the entrance to the Council Chamber.

Translation services, disability-related accommodations, and assisted listening devices are available to participate in this meeting. Please contact the City Clerk's Office at (714) 562-3750 at least 48 hours in advance of the meeting so the City can make the necessary arrangements.

ZOOM WEBINAR: Closed captioning and translation services are available.

Zoom Virtual Participation (zoom.us/join | MEETING ID: 874 1004 1761 PASSCODE: 796174)

To request to speak, click the "Raise Hand" button when the Mayor opens public comment. Wait for City staff to call on you before speaking. You may choose to share your name and city of residence.

Zoom Conference Call (+1 669 900 6833)

To request to speak, dial *9 on your phone after the Mayor opens public comment. When prompted press *6 to unmute your line and begin speaking. You may choose to share your name and city of residence.

EMAIL: comments@buenapark.com

Public comments may be submitted by email. Please submit comments by 3:00 p.m. on the day of the meeting. Comments received by the deadline will be provided to the City Council, made available to the public, and included in the official meeting record.

1. GENERAL

- 1.A. CALL TO ORDER
- 1.B. ROLL CALL
- 1.C. INVOCATION
- 1.D. PLEDGE OF ALLEGIANCE
 - Roman Ramirez, Buena Park Summer Day Camper
- 1.E. CITY MANAGER REPORT
 - Aaron France, City Manager

2. PRESENTATIONS

- 2.A. CERTIFICATE OF RECOGNITION TO SRUTHILAYA SUNDARAVADIVELAN FOR COMPLETION OF HER YOUTH MICROGRANT PROJECT
- 2.B. CERTIFICATE OF RECOGNITION TO BUENA PARK GRADUATES
- 2.C. CERTIFICATE OF RECOGNITION TO BUENA PARK ROTARY CLUB FORMER PRESIDENT SHAILESH SHAH

3. 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 3 minutes. Those wishing to speak in-person are asked to add your information to the digital public kiosk located at the entrance of the Council Chamber. Those wishing to speak via Zoom as asked to press the Raise Hand button or dial *9.

4. CONSENT CALENDAR

The items listed under the 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.

- 4.A. APPROVAL OF MINUTES
 - Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of June 23, 2026.
- 4.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS
 - Recommended Action: Adopt Resolutions approving Claims and Demands.

- 4.C. FINAL PAYMENT TO GOLDEN COAST CONSTRUCTION FOR THE 2025-2026 ANNUAL WHEELCHAIR RAMP PROGRAM PROJECT
— Recommended Action: 1) Accept project as complete and approve final payment to Golden Coast Construction in the amount of \$26,942.74; and, 2) Direct the Public Works Department to file a Notice of Completion.
- 4.D. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. C-3521 WITH KOREAN COMMUNITY SERVICES (KCS) FOR OPIOID MEDICATION ASSISTED TREATMENT (MAT) SERVICES IN THE COMMUNITY
— Recommended Action: 1) Approve amendment No. 1 to the agreement between the City of Buena Park and Korean Community Services (KCS) to extend Opioid Medication Assisted Treatment services from July 1, 2026 through June 30, 2027; 2) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.
- 4.E. RESOLUTION ADOPTING THE AMENDED CONFLICT OF INTEREST CODE FOR DESIGNATED CITY OFFICIALS AND PERSONNEL
— Recommended Action: 1) Adopt a resolution approving the amended Conflict of Interest Code for designated City officials and personnel pursuant to the Political Reform Act of 1974.
- 4.F. APPROVAL OF AMENDMENTS TO THE CITY COUNCIL'S LANGUAGE ACCESS POLICY NO. 45
— Recommended Action: 1) Approve amendments to the City Council's Language Access Policy No. 45.
- 4.G. APPROVAL OF CITY RESPONSES TO 2025-2026 ORANGE COUNTY GRAND JURY REPORT: "CONNECTING ORANGE COUNTY TO LAX"
— Recommended Action: 1) Approve the City's responses to the Orange County Grand Jury Report entitled, "Connecting Orange County to LAX."

5. NEW BUSINESS

- 5.A. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF A CONTRACT WITH TORO ENTERPRISES, INC. FOR THE 4TH STREET SEWER UPSIZING PROJECT
Presented by Jason Tran, Associate Engineer
— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the 4th Street Sewer Upsizing Project; 2) Award a contract to Toro Enterprises, Inc. in the amount of \$769,978; 3) Authorize contingency funds in the amount of \$70,000; 4) Authorize construction engineering funds in the amount of \$35,000; 5) Authorize a purchase order for the Solis Group in the amount of \$4,980 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of \$2,490 for CWA administration; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.
- 5.B. RESOLUTION APPROVING A PUBLICLY AVAILABLE PAY SCHEDULE
Presented by Rebecca Valdez, Human Resources Manager
— Recommended Action: 1) Adopt a resolution approving a publicly available pay schedule.

6. PUBLIC HEARING

Public Hearings are held at 6:00 PM

6.A. ORDINANCE APPROVING DEVELOPMENT AGREEMENT (DA-25-1), RESOLUTION APPROVING VARIANCE (V-25-1), PURCHASE AND SALE AGREEMENT, OWNER PARTICIPATION AGREEMENT, AND RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT TO ALLOW THE DEVELOPMENT OF AN AQUARIUM, BUTTERFLY CONSERVATORY AND ASSOCIATED IMPROVEMENTS AT 7711-7733 BEACH BOULEVARD

Presented by Matt Foulkes, Director of Community and Economic Development

— Recommended Action: It is recommended that the City Council conduct a public hearing and after considering evidence presented take the following actions: 1) Adopt an Ordinance approving Development Agreement (DA-25-1), and find that the project is exempt from CEQA pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183; 2) Adopt a Resolution approving Variance (V-25-1); 3) Approve an Agreement for the Purchase, Sale, and Development of Real Property (PSA), Owner Participation Agreement (OPA) and Reciprocal Easement and Maintenance Agreement for the sale, development, continued operation of an entertainment development comprised of an aquarium, a butterfly conservatory, ancillary retail uses, and associated on- and off-site improvements for the City-owned property located at 7711-7733 Beach Boulevard; and 4) Authorize the City Manager and City Attorney to make any reasonable, non-monetary changes to the agreements necessary to effectuate the transaction; and, 5) Authorize the City Manager and City Clerk to execute the transaction agreements on behalf of the City.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

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

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION REGARDING POLICE DEPARTMENT CRIME DATA AND REPORTING

Presented by Brad Geyer, Interim Police Chief

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING A THREE-DAY KOREAN FOOD FESTIVAL IN SPRING OF 2027 IN PARTNERSHIP WITH HUGH ENTERTAINMENT

Presented by Jim Box, Director of Community Services

10. CITY MANAGER REPORT

10.A. CITY MANAGER REPORT

— Aaron France, City Manager

11. COMMISSION & COMMITTEE UPDATES

11.A. COMMISSION & COMMITTEE UPDATES

— Adria M. Vicuna, Director of Government and Community Relations/City Clerk

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review at City Hall or at www.buenapark.com. Supplemental 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. 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.

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

Date Posted: July 9, 2026



City Council Agenda Report

APPROVAL OF MINUTES

PREPARED BY	PRESENTED BY
Anna Almquist, Assistant City Clerk	Anna Almquist, Assistant City Clerk
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of June 23, 2026.

Attachments

[2026-06-23 CC M 4PM.pdf](#)

[2026-06-23 CC M 5PM.pdf](#)

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD JUNE 23, 2026

Vol. 55 Pg. 174

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, June 23, 2026, at 4:00 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Ahn, Franco, Sonne, Hoque, Traut
ABSENT: None

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

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Franco.

2A. ORAL COMMUNICATIONS

Mayor Traut 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 no requests to speak, Mayor Traut closed oral communications.

3. CLOSED SESSION

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

- 3A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Gov. Code Section 54956.9 (d)(4); Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation; Number of potential cases: One

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

ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 4:27 p.m.

Mayor

ATTEST:

City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD JUNE 23, 2026

Vol. 50 Pg. 1

1. GENERAL

The City Council met in a regular session on Tuesday, June 23, 2026, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Ahn, Franco, Sonne, Hoque, Traut

ABSENT: None

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

1C. INVOCATION

The Invocation was led by Pastor Mark H. Baumbach, Messiah Lutheran Church.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Savleen Kaur, Raymond Temple School.

1E. CITY MANAGER REPORT

City Manager France reported on the following:

- Interim Chief Geyer spoke about the City's efforts in combating illegal fireworks and the Police Department's deployment plan with use of drones and 32 officers patrolling in the field to enforce the City's fireworks ordinance.
- OCFA Division Chief Scheutz spoke regarding methods similar to those of the Police Department including public outreach, support through education, prevention, and emergency responses; working with enforcement abatement issues, and, staffing all three engines in Buena Park. There has been a decrease in firework issues in the city, except for the fatality and dumpster fires reported last year.
- Neighborhood Action Day, June 27, 2026, 8:00 a.m. – 12:00 p.m. at area bounded by Rostrata Ave. to the west, Franklin St. to the north, Fullerton Ave. to the east, and Artesia Blvd. to the south. Volunteer activities include planting trees and greenery, painting fire hydrants and red curbs, picking up litter and debris, and refreshing curbside house numbers.
- 250th Anniversary Celebration Summer Concert, July 1, 2026, 6:00 p.m. – 9:00 p.m. at Knott's Berry Farm Independence Hall.
- 2026 Summer Concerts in the Park Kick Off, July 8, 2026, Red Hot Tribute Band, 7:00 p.m. at Boisseranc Park
- Dive-In Movie: Luca, July 9, 2026, at William Peak Park Pool. Pool opens at 7:30 p.m. and movie starts at 8:30 p.m.
- P-Nut Baseball Picnic and Campout, July 11, 2026, 3:00 p.m. at Peak Park.
- FIFA World Cup viewing events at The Source on June 24, 2026 and possibly June 28, 2026.

2. PRESENTATIONS

2A. INTRODUCTION OF POLICE K-9 OFFICER PHALANN BLACKWOOD AND POLICE K-9 MAGGIE

Police Officer Blackwood introduced Police K-9 Maggie who is the new member of the Buena Park Police Department. Maggie is a one-and-a-half-year-old German Shepherd and has undergone a six-week training course for apprehension and detecting narcotics.

2B. RECOGNITION OF MEMBERS OF THE BUENA PARK HIGH SCHOOL AQUATICS TEAM FOR ADVANCING TO THE CIF DIVISION-4 SWIMMING CHAMPIONSHIPS

Council Member Franco presented certificates to the members of the Buena Park High School Aquatics team and Swim Coach Abel for advancing to the CIF Division-4 Swimming Championships. Certificates from Senator Umberg and Assemblywoman Quirk-Silva were also presented.

3A. ORAL COMMUNICATIONS

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

Tiffany Tran, Southern California Edison, provided information regarding public safety power shutoffs as wildfire season is approaching and emphasized that the community's safety is SCE's highest priority.

Juan Lezama, Small Business Administration, spoke regarding program and loan opportunities for businesses affected by the Garden Grove chemical incident.

Debbie B., Buena Park resident, requested the City address coyotes in the Villa tract and illegal fireworks in Buena Park neighborhoods.

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

4. CONSENT CALENDAR (4A – 4L)

Mayor Traut announced that Consent Calendar Item Nos. 4A through 4L 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 – 4L:

MOTION: Traut
SECOND: Ahn
AYES: Traut, Ahn, Franco, Hoque, Sonne
NOES: None

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

Minutes

4A. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of June 9, 2026.

APPROVED the recommended action.

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

Recommended Action: 1) Adopt Resolutions approving the Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 15123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$5,626,518.93 DEMAND NOS. 436199 THROUGH 436398 CANCELLED NOS. 436088 AND 436199

RESOLUTION NO. 15124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,284,209.26 COVERING REGULAR PAYROLL ENDING JUNE 5, 2026

Reports & Studies 129**4C. TREASURER'S REPORT FOR THE MONTH OF MAY 2026**

Recommended Action: Receive and file the reports.

APPROVED the recommended action.

Commendations 85**4D. RESOLUTION HONORING AND COMMENDING ERNESTINE ZAPIEN UPON HER RETIREMENT**

Recommended Action: Adopt the resolution.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, HONORING AND COMMENDING ERNESTINE ZAPIEN ON HER RETIREMENT

Contracts 70 C-3555 C-3480**4E. PROFESSIONAL SERVICES AGREEMENT WITH WORKCARE, INC. (WELLNESS SOLUTIONS) FOR A CITY EMPLOYEE COMPREHENSIVE WELLNESS PROGRAM**

Recommended Action: 1) Approve an agreement with Workcare, Inc. in the amount of \$189,610 to provide a comprehensive wellness program for all Buena Park Police Department and City employees; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

APPROVED the recommended action.

Contracts 70 C-2211 C-3482**4F. ADDENDUM NO. 14 TO THE AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. (TPA) FOR LEGISLATIVE ADVOCACY AND PUBLIC AFFAIRS CONSULTING SERVICES AND AMENDMENT NO. 2 TO CONTRACT FOR CONSULTING SERVICES WITH TPA FOR CLIMATE RESILIENCY AND SUSTAINABILITY GRANT WRITING SERVICES**

Recommended Action: 1) Approve Addendum No. 14 to the agreement with Townsend Public Affairs, Inc. (TPA) for legislative advocacy and public affairs consulting services in the amount of \$96,900; 2) Approve Amendment No. 2 to the agreement with TPA for climate resiliency and sustainability grant writing services in the amount of \$60,000; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreements; and, 4) Authorize the City Manager and City Clerk to execute the agreements.

APPROVED the recommended action.

Tract 14.4

4G. APPROVE TRACT MAP NO. 19225 AT 8150 LA PALMA AVENUE

Recommended Action: 1) Approve Tract Map No. 19225 at 8150 La Palma Avenue; and, 2) Authorize the City Engineer and City Clerk to execute the tract map.

APPROVED the recommended action.

Admin. Svcs. 112

4H. RESOLUTION TO ADOPT AN AMENDED BUENA PARK JOB CLASSIFICATION PLAN TO UPDATE SPECIFIED CLASSIFICATIONS IN THE WATER SERVICES DIVISION

Recommended Action: 1) Approve the revised job classification specifications in the Water Services Utilities Division; and, 2) Adopt a Resolution to revise the job classification specifications for specified jobs in the Water Services Division.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, REVISING VARIOUS JOB CLASSIFICATIONS IN THE WATER SERVICES DIVISION

Budgets 47

4I. RESOLUTION APPROVING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27

Recommended Action: 1) Adopt a resolution approving the annual appropriations limit for Fiscal Year 2026- 27.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27

Insurance 44 Budgets 47

4J. RESOLUTION AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

Recommended Action: 1) Adopt a resolution authorizing the purchase of difference in conditions coverage (i.e. earthquake insurance) for essential City facilities; 2) Authorize the City Manager to execute any necessary documents to bind coverage; and, 3) Allocate funds in the amount of \$239,908 for this purpose.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

Public Works Proj. 125

4K. REJECT ALL BIDS AND RE-ADVERTISE FOR THE BELLIS YARD IMPROVEMENTS AND CITY YARD PARKING LOT REHABILITATION PROJECT

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

APPROVED the recommended action.

Emergency Services 188

4L. RESOLUTION TERMINATING THE LOCAL EMERGENCY RELATED TO THE HAZARDOUS CHEMICAL RELEASE IN GARDEN GROVE, CALIFORNIA

Recommended Action: Adopt a resolution terminating the local emergency in the City of Buena Park related to the hazardous chemical release in Garden Grove, California.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, PROCLAIMING TERMINATION OF THE LOCAL EMERGENCY RELATED TO THE HAZARDOUS CHEMICAL RELEASE IN GARDEN GROVE, CALIFORNIA

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5D)

Budgets 47

5A. APPROVE AND APPROPRIATE REVISIONS TO THE FISCAL YEAR 2026-27 ADOPTED BUDGET

Presented by Sung Hyun, Director of Finance

Recommended Action: 1) Approve and appropriate revisions to the Fiscal Year 2026-27 Adopted Budget.

Director Hyun reported on the City Council review and approval of the revisions to the FY 2026-27 Adopted Budget, which included items unanticipated during the original preparation of the two-year budget. Some of the most impactful revisions include utilized Measure R revenues for PD equipment purchases, and crossing guard program; deferred annual asset management improvement project and Ehlers Event Center marquee sign replacement project; and identified cost reduction in department services without impacting essential services. Also, policy issues such as purchase of sustainability plush toys; and reclassification of the Maintenance Worker to Senior Maintenance Worker position have been implemented. Moreover, staff was given direction to implement certain changes to the General Fund budget due to the reduction in the Sales Tax revenue projection and to reduce the Vehicle Incentive Program (VIP) in the Economic Development Fund. After the May 26, 2026 meeting, the City received a revised contract from the Orange County Fire Authority (OCFA) in the amount that increased by \$82,170 which has since been incorporated into the General Fund appropriations. The total appropriations for all budgeted funds for FY 2026-27 are \$186,005,720. The operating appropriations on an all funds basis are \$159,785,720, and the appropriations for the Capital Improvement Program are \$26,220,000.

MOTION: Franco

SECOND: Ahn

AYES: Franco, Ahn, Hoque, Sonne, Traut

NOES: None

MOTION CARRIED to approve the recommended action.

Contracts 70 C-3685 Public Works Proj. 125 PW-1001 Budgets 47

5B. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF CONTRACT WITH ENVIRONMENTAL CONSTRUCTION, INC. FOR THE PEAK PARK WATER WELL EQUIPPING AND SITE IMPROVEMENT PROJECT

Presented by Jason Tran, Associate Engineer

Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Peak Park Water Well Equipping and Site Improvements Project; 2) Award a contract to Environmental Construction, Inc. in the amount of \$6,905,512; 3) Authorize contingency funds in the amount of \$690,970; 4) Authorize construction engineering funds in the amount of \$345,485; 5) Authorize a purchase order for the Solis Group in the amount of \$29,380 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of \$4,520 for CWA administration; 7) Authorize a budget transfer of \$1,000,000 from the Pipeline Replacement Account; 8) Authorize a budget transfer of \$1,650,764 from the Undesignated Water Funds; 9) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 10) Authorize the City Manager and City Clerk to execute the contract.

Associate Engineer Tran reported about the plans, specifications, and contract for the Peak Park Water Well Equipping and Site Improvement Project. The project will include a new well facility connected to the existing water distribution system; a perimeter wall Storm drain system bioretention basin; new asphalt roadway; masonry building housing pumps, piping, chemical feed systems, and related equipment; and, water pipeline construction along El Dorado Drive from Knott Avenue to Western Avenue. The well equipping portion of the project was advertised for competitive bids on May 4, 2026, and four (4) bids were received and publicly opened on June 4, 2026. The lowest, responsible bid was submitted by Environmental Construction Inc. of Woodland Hills, CA in the amount of \$6,905,512. Construction is anticipated to begin in September 2026 and completed by June 2027. Staff also requested a budget transfer of \$1,000,000 from the Pipeline Replacement Account and \$1,650,764 from the undesignated Water Fund balance to the Project account to be utilized for the pipeline construction and for all other work associated with the construction of the well facility.

MOTION: Ahn
SECOND: Traut
AYES: Ahn, Traut, Franco, Hoque, Sonne
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR PEAK PARK WATER WELL EQUIPPING AND SITE IMPROVEMENTS PROJECT IN SAID CITY

Contracts 70 C-3686 Public Works Proj. 125 PW-1002

5C. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF A CONTRACT WITH R.J. NOBLE COMPANY FOR THE KNOTT AVENUE (LINCOLN AVENUE TO ARTESIA BOULEVARD) AND 8TH STREET REHABILITATION PROJECT

Presented by Jaden Miller, Principal Engineer

Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Knott Avenue (Lincoln Avenue to Artesia Boulevard) and 8th Street Rehabilitation Project; 2) Award a contract to R.J. Noble Company in the amount of \$4,779,240; 3) Authorize contingency funds in the amount of \$480,000 in the same purchase order; 4) Authorize construction engineering in the amount of \$150,000; 5) Authorize a purchase order for the Solis Group in the amount of \$11,760 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of \$1,500 for CWA administration; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.

Principal Engineer Miller presented the plans, specifications, and contract for the Knott Avenue (Lincoln Avenue to Artesia Boulevard) and 8th Street Rehabilitation Project. The Project site is located on Knott Avenue between Lincoln Avenue and Artesia Boulevard, and along 8th Street, west of Knott Avenue, spanning approximately three (3) miles. The proposed improvements include asphalt pavement rehabilitation; removal and replacement of damaged curb and gutter, cross gutters, and curb ramps that do not meet current ADA standards; and, utility adjustments. Additional enhancements consist of replacing existing turf medians with California-friendly landscaping, installing new signing and striping, and installing additional traffic control signage in accordance with the CA MUTCD. The project was advertised for competitive bids on May 14, 2026, and five (5) bids were received and publicly opened on June 8, 2026. The lowest, responsible bid was submitted by R.J. Noble Company of Orange, CA in the amount of \$4,779,240. R.J. Noble Company has successfully completed similar pavement projects for other cities, and Buena Park projects. Construction is anticipated to begin in August 2026, and completed by January 2027.

Council Member Franco sought clarification that the contingency allocation will not be used for the underbid traffic project associated with Knott Avenue and 8th Street Rehabilitation Project; and spoke regarding a concern on possible disqualification of an otherwise responsible bidder.

Mayor Traut indicated a correction on the Bid Summary and Results attachment. Line Item No. 29 lists the engineer's estimate as \$30,000; however, the intended estimate was \$300,000.

Principal Engineer Miller indicated that staff does not announce the contingency to the contractor.

City Attorney Cardinale explained that, from a contract administration perspective, the contingency is intended to be used for change orders; and, every contract advertised for bid specifies the requirements a bidder must meet to be deemed a qualified and responsible bidder.

MOTION: Traut
SECOND: Sonne
AYES: Traut, Sonne, Ahn, Franco, Hoque
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR THE KNOTT AVENUE (LINCOLN AVENUE TO ARTESIA BOULEVARD) AND 8TH STREET REHABILITATION PROJECT IN SAID CITY

Elections 74

5D. RESOLUTIONS PERTAINING TO THE BUENA PARK GENERAL MUNICIPAL ELECTION OF THREE COUNCIL MEMBER SEATS FOR DISTRICTS 1, 2, AND 5, FOR TUESDAY, NOVEMBER 3, 2026
Presented by Adria M. Vicuña, Director of Government and Community Relations/City Clerk

Recommended Action: 1) Calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of one Council Member in District 1, one Council Member in District 2, and one Council Member in District 5, for a full term of four years each; 2) Requesting the Orange County Registrar of Voters to consolidate a General Municipal Election to be held on November 3, 2026, with the Statewide General Election to be held on the date pursuant to Section 10403 of the California Elections Code; 3) Adopting regulations pertaining to candidates statements; and, 4) Determining a tie-vote shall be resolved by a runoff election.

Director of Government and Community Relations/City Clerk Vicuña provided a report regarding the General Municipal Election consolidated with the Statewide General Election on Tuesday, November 3, 2026, of three Council Member seats for Districts 1, 2, and 5, for a full-term of four years each. Moreover, Director Vicuña discussed the resolutions associated with the upcoming election: call the election; establish guidelines for candidate statements; authorize a runoff election in the event of a tie-vote; and, request the City Council consolidate with the County of Orange for election services. The Orange County Registrar of Voters' estimate of \$78,560 was approved in the FY 2026-27 budget to cover the cost of consolidating the General Municipal Election.

MOTION: Traut
SECOND: Hoque
AYES: Traut, Hoque, Ahn, Franco, Sonne
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolutions:

RESOLUTION NO. 15132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER, 3, 2026 FOR THE ELECTION OF THREE COUNCIL MEMBER SEATS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES

RESOLUTION NO. 15133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO §10403 OF THE ELECTIONS CODE

RESOLUTION NO. 15134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

RESOLUTION NO. 15135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT THE ELECTION TO BE HELD NOVEMBER 3, 2026

6. PUBLIC HEARING

Codes 64

- 6A. ORDINANCE AND RESOLUTIONS ADOPTING GENERAL PLAN AMENDMENT NO. GP-25-1, ZONE CHANGE NO. Z-25-1, TENTATIVE TRACT MAP NO. TT-25-2, CONDITIONAL USE PERMIT NO. CU-25-5, AND MITIGATED NEGATIVE DECLARATION NO. MND-25-1 FOR 5600 BEACH BOULEVARD
Presented by Ian McAleese, Senior Planner

Recommended Action: 1) Adopt an Ordinance (Zone Change No. Z-25-1) amending the zoning district from ML (Light Industrial) to RM-20 (Medium Density Multi-Family Residential); and, 2) Adopt Resolutions amending the General Plan Land Use Designation from Light Industrial to High Density Residential (General Plan Amendment No. GP-25-1); a Tentative Tract Map (TT-25-2) to subdivide three existing parcels into two lots for condominium purposes; a Conditional Use Permit (CU-25-1) to permit the proposed 281-unit three and four story semi-attached residential development, and to allow building heights up to 37 feet 7 inches; and certifying the associated Initial Study/Mitigated Negative Declaration (MND-25-1) with Mitigated Monitoring and Reporting Program (MMRP) prepared for the project in compliance with the California Environmental Quality Act (CEQA) for the property at 5600 Beach Boulevard in the City of Buena Park (Assessor's Parcel Numbers 066-572-08, 066-163-26, and 066-164-24).

Mayor Traut stated that this was the time and place for a public hearing to consider the adoption of an Ordinance amending the zoning district from ML (Light Industrial) to RM-20 (Medium Density Multi-Family Residential); Resolutions amending the General Plan Land Use Designation from Light Industrial to High Density Residential (General Plan Amendment No. GP-25-1), a Tentative Tract Map (TT-25-2) to subdivide three existing parcels into two lots for condominium purposes, and a Conditional Use Permit (CU-25-1) to permit the proposed 281-unit three and four story semi-attached residential development, and to allow building heights up to 37 feet 7 inches; and, to certify the associated Initial Study/Mitigated Negative Declaration (MND-25-1) with Mitigated Monitoring and Reporting Program (MMRP).

Senior Planner McAleese presented a brief overview of the proposed project; reviewed the site location; historical information of the property; and planned full closure of the current AMWAY Nutrilite Center Campus by the end of 2026. Shopoff held a community meeting at the local middle school to discuss the proposed project with area residents. Senior Planner McAleese also reviewed parking, open space, landscaping, planning condition, project renderings, privacy considerations to the south of the property, and the entitlements required for the said project. It was noted the Planning Commission voted 4-0-1 (Carver recused) to recommend the City Council approval of the project as proposed and certify the Mitigated Negative Declaration. Public Hearing notifications were sent out and posted on June 11, 2026, and a notice was published in BP Independent on June 12, 2026.

Scott Di Cesare, Shopoff Realty Investment Development Manager, reviewed the proposed project at the location, community outreach efforts in the neighborhood, affordable housing component, and project timeline.

Mayor Traut opened the public hearing and inquired if anyone present desired to speak.

Director of Government and Community Relations/City Clerk Vicuña acknowledged that the City received email correspondences from Benedict Bendinelli, Buena Park resident, in support of the project; and, Mitchell M. Tsai Law Firm on behalf of the Western State Regional Council of Carpenters regarding concerns and recommendations on the proposed project prior to City Council approval.

Paulina Alvarez, OCBC, spoke in support of the housing redevelopment at 5600 Beach Blvd., including the addition of affordable senior housing.

Jose Hernandez, Western State Council of Carpenters and Buena Park resident, spoke regarding the environmental impacts of the proposed project and urged consideration of local hiring practices, prevailing wages, workforce development, and related workforce requirements.

Marlo Naber, Shopoff Realty Community Engagement, noted letters of support received through the project website. The Building Industry Association also sent in a letter, through Ms. Naber, expressing support of the project and requested their support be added to the record.

Elijah Manaserro spoke in support of the project; and, encouraged the City Council to approve the housing development, emphasizing that housing is a regional concern and that the project would provide needed housing opportunities.

Elizabeth Hansburg, People for Housing, indicated being an enthusiastic supporter of the project for it will bring the needed housing to Orange County; commended the City for serving as a champion for housing for new residents, the next generation, first time home owners, and fixed income seniors; and, urged the City Council to approve the project.

There being no additional requests to speak, Mayor Traut closed the public hearing.

Council Member Ahn asked about the duration of affordability on 50 senior apartment units; and, slight changes to the design, particularly the addition of a half basketball court and its impact on parking spaces. It was also emphasized that District 1 residents and businesses provide positive feedback about the new housing development. A minor concern was raised regarding noise due to the project's proximity to the railroad tracks, and it was requested that measures be taken to mitigate the noise.

Mayor Traut asked about the use of local workforce for this project; efforts the builder made or will make for a skilled and trained workforce for the project; and, possible design enhancements on the creek channel bridge. Mayor Traut also highlighted the project's role in addressing significant housing needs; and, noted that community feedback led to improvements such as preserving trees and native plants, enhancing meaningful open space and walkways, refining site design, and incorporating public art consistent with the City's Public Art Master Plan.

Council Member Franco asked about the consideration of foliage on the eight-foot wall.

Senior Planner McAleese explained that the project's affordable rental restrictions would remain in effect for 55 years, after which the units could be rented at market rates. As for the addition of the half basketball court, it was intended to expand the fire department turnaround. Final total parking count, including garages and parking spaces, is 570 spaces. In response to the noise concern, the developer explained that sound-dampening materials would be installed in buildings facing the rail line to help reduce noise, along with an eight-foot wall covered with foliage and landscaping to provide additional protection. At this time, there has been no discussion on potential design enhancements to the bridge, but staff will bring it up with the builder when plans are submitted for plan check.

Stephen Logan, Shopoff Realty Senior Vice President, commented on the carpenters' union and the opportunity to work collaboratively with Lennar on the project.

MOTION: Ahn
SECOND: Franco
AYES: Ahn, Franco, Hoque, Sonne, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following tiled ordinance and resolutions:

ORDINANCE NO. 1768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING ZONE CHANGE Z-25-1 TO CHANGE THE ZONING CLASSIFICATION FROM ML (LIGHT INDUSTRIAL) TO RM-20 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL) FOR THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD (APNS: 066-572-08, 066-164-24, AND 066-163-26)

RESOLUTION NO. 15136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT GP-25-1 AMENDING THE GENERAL PLAN LAND USE MAP FROM LIGHT INDUSTRIAL TO HIGH DENSITY RESIDENTIAL LAND USE DESIGNATION FOR THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD, AND MAKING FINDINGS IN SUPPORT THEREOF

RESOLUTION NO. 15137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A VESTING TENTATIVE TRACT MAP TO SUBDIVIDE THREE EXISTING PARCELS CONTAINING 13.754-ACRES INTO AN APPROXIMATELY 13-ACRE LOT FOR CONDOMINIUM PURPOSES, AND AN APPROXIMATELY 0.8-ACRE LOT IN CONJUNCTION WITH CONDITIONAL USE PERMIT TO ALLOW FOR THE DEVELOPMENT OF 231-UNIT TOWNHOMES AND DUETS, AND 50 AFFORDABLE SENIOR APARTMENTS WITH REQUIRED OFF-STREET PARKING, OPEN SPACE AND ASSOCIATED SITE IMPROVEMENTS FOR THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD (APNS: 066-572-08, 066-164-24, AND 066-163-26), AND MAKING FINDINGS IN SUPPORT THEREOF

RESOLUTION NO. 15138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION NO. MND-25-1 FOR GENERAL PLAN AMENDMENT NO. GP-25-1, ZONE CHANGE NO. Z-25-1, TENTATIVE TRACT MAP NO. TT-25-2, AND CONDITIONAL USE PERMIT NO. CU-25-5, TO DEVELOP A 231-UNIT TOWNHOMES AND DUETS, AND 50 AFFORDABLE SENIOR APARTMENT PROJECT WITH ASSOCIATED PARKING, OPEN SPACE AND SITE IMPROVEMENTS FOR THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD (APNS: 066-572-08, 066-164-24, AND 066-163-26)

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

This item was taken out of order.

7A. REPORT

Council Member Sonne reported the following:

- June 10 BPPD TIP-A-COP Fundraiser for Special Olympics
- June 11 BP Capital Campaign Committee Salon Event
- June 11 Radio Korea FIFA World Cup Watch Party
- June 19 Annual Juneteenth Celebration of Freedom

Council Member Sonne announced the upcoming 250th Anniversary Celebration on July 1, 2026, 6:00 p.m. – 9:00 p.m. at Knott's Berry Farm Independence Hall; Summer Concerts Kick-off on July 8, 2026, 6:00 p.m. at Boisseranc Park; and Dive-In Movies on June 9, 2026, 7:30 p.m. at William Peak Park Pool.

Council Member Franco reported the following:

- June 11 Radio Korea FIFA World Cup Watch Party
- June 13 Domo Café Grand Opening
- June 19 Annual Juneteenth Celebration of Freedom
- Interact Club Rose Garden for American Legion's Incoming Officer Installation on Flag Day

Council Member Ahn reported the following:

- June 10 BPPD TIP-A-COP Fundraiser for Special Olympics
- June 11 Fullerton State of the City
- June 11 BP Capital Campaign Committee Salon Event
- June 11 Radio Korea FIFA World Cup Watch Party
- June 13 Domo Café Grand Opening
- June 18 Radio Korea FIFA World Cup Watch Party
- June 19 Annual Juneteenth Celebration of Freedom
- June 20 KASEC Cypress Grand Opening

Vice Mayor Hoque reported the following:

- June 10 BPPD TIP-A-COP Fundraiser for Special Olympics
- June 11 BP Capital Campaign Committee Salon Event
- June 11 Radio Korea FIFA World Cup Watch Party
- June 13 Domo Café Grand Opening
- June 18 OCMVCD Board Meeting
- June 19 Annual Juneteenth Celebration of Freedom
- June 23 Meeting with BPPD Regarding Street Racing Along 6080 Ball Road

Vice Mayor Hoque announced OCMVCD confirmed one positive mosquito sample infected with West Nile Virus in Buena Park; surveillance traps are set at Beach Blvd., Pinchot Ave., Stanton Ave., and Auto Center Dr.; and, proactive inspections to identify and eliminate potential breeding sources and no additional infected mosquitoes are in the area. Also, Vice Mayor Hoque provided District 4 updates including the installation of additional lighting by SCE along Holder Street; meeting with BP Police Department regarding street racing along 6080 Ball Road; and painting of red curb along Gancho Circle.

Mayor Traut reported the following:

- June 10 OCFA Budget and Finance Committee Meeting
- June 11 BP Capital Campaign Committee Salon Event
- June 19 Annual Juneteenth Celebration of Freedom

Mayor Traut stated that OCFA will be holding an upcoming meeting regarding labor contracts and will report any approvals at the next Regular City Council meeting. Also, Mayor Traut thanked the Juneteenth planning committee for a successful event and Council Member Sonne who brought this event forward; and, thanked the Public Works Department for the ongoing paving and slurry projects across many neighborhoods, which was made possible by the voter-approved sales tax measure (Measure R).

8. RECESS/RECONVENE

Mayor Traut recessed the meeting at 6:13 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:25 p.m.

9. STUDY SESSION (9A – 9B)

9A. DISCUSS AND PROVIDE DIRECTION REGARDING A NEW CITY SCHOLARSHIP PROGRAM

Presented by Jessica Fewer, Senior Management Analyst

Senior Management Analyst Fewer provided a summary of the Myrna Holmquist Communications Scholarship. This scholarship originated with the former Buena Park Cable Foundation and provides financial assistance to students desiring to obtain a degree in the area of communications. Ms. Fewer discussed scholarship programs implemented by other Southern California cities and varying criteria or requirements. Funding has not been allocated for the proposed City scholarship program at this time. Staff presented the following options for City Council consideration: 1) direct staff to allocate funds from the undesignated General Fund balance to fund a new program; 2) reach out to the community to see if there is any interest from businesses or individuals to donate; 3) explore the creation of a new City foundation/non-profit to assist with scholarship donations/assets; 4) form an ad hoc committee to review program options and create a program/guidelines for City Council review; and, 5) revisit a potential program during the mid-year budget discussions in early 2027.

Council Member Ahn expressed excitement about offering scholarships to the public; however, due to the City's current budget situation, she recommended this item return when the City's budget situation is clearer.

The City Council supported returning with this item when the City has a clearer idea of the budget situation.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING IMPROVING ELECTRIC BICYCLE (E-BIKE) SAFETY AND THE POTENTIAL OF A MUNICIPAL CODE AMENDMENT ESTABLISHING A 10 MPH SPEED LIMIT FOR ELECTRIC MOBILITY DEVICES ON CITY TRAILS AND/OR PUBLIC SIDEWALKS
Presented by Roger Plumlee, Police Lieutenant

Police Lieutenant Plumlee presented information regarding a potential amendment to the Buena Park Municipal Code to establish a maximum speed of 10 miles per hour for electric mobility devices on sidewalks or walking pathways throughout the City. The Buena Park Police Department has investigated eight (8) reported collisions involving e-bikes and e-scooters since January 1, 2024, and most of these collisions occurred on major arterial roadways and commercial corridors rather than within residential neighborhoods. Police Lieutenant Plumlee provided a report by the OCFA on collisions that occurred in Buena Park and neighboring cities. A 10mph speed limit on residential street could provide additional guidance to riders, enhance safety, and help address resident concerns on excessive speeds. However, enforcement may be challenging, and the City already has the authority under the existing Municipal Code to address unsafe riding behavior. Finally, Police Lieutenant Plumlee discussed current education and outreach efforts to address the issues pertaining to electric mobility devices use and safety; and, sought City Council direction on whether to pursue an amendment to the Municipal Code establishing a sidewalk speed limit for juvenile operators of electric mobility devices or to continue utilizing the existing ordinance in conjunction with enhanced education and enforcement efforts.

Council Member Franco spoke in support of the adoption of an ordinance to reduce the speed limit to 5mph to improve community safety, with a particular focus on protecting pedestrians on public sidewalks and walking paths at parks through education efforts; and, plans for complete streets projects and installation of bike lanes, taking initiative to promote alternative transportation.

Council Member Sonne suggested the City work with cities bordering Buena Park to make the speed limit for electronic mobility devices consistent; discussed social media complaints and incidents involving e-bikes; and, collaborate with schools and local organizations to address education on electronic mobility devices safety.

Mayor Traut commented on the importance of education, enforcement and street engineering; development of bike lanes to provide safer routes for children traveling throughout the City; walk zones and no ride zones on school frontage sidewalks; incorporation of engineering components for safe paths; and, suggested returning with the item in 60–90 days after staff has consulted with neighboring cities on their e-bike regulation and enforcement strategies.

Council Member Ahn supported establishing speed limit on sidewalks followed by enforcement and encouraged the use of helmets.

Police Lieutenant Plumlee indicated that due to the growing popularity of e-bikes, PD has implemented targeted enforcement in collaboration with cities of Placentia Fullerton, Brea, and La Habra. Similarly, there has been an increase in the use of e-motorcycles that are not street legal, and efforts are underway to address this issue as well. Police Lieutenant Plumlee also clarified that the City currently has the discretion to determine whether a particular speed is considered dangerous pursuant to the Buena Park Municipal Code. More importantly, establishing consistent speed limit regulations with neighboring cities would provide greater clarity and help ensure the safety of pedestrians on sidewalks, shared walkways, and the streets.

Director of Public Works/City Engineer Mikhael discussed the Complete Streets Projects for Dale/Whitaker wherein the project would consist of paving streets and adding bike lanes.

Brandon Schooner, Buena Park resident, spoke regarding speed limit for e-bikes as well as other manpowered bikes on sidewalks.

City Manager France spoke about incorporating an e-bike safety presentation into Youth in Government Day and working with city manager peers to promote consistency in sidewalk speed limits for electric mobility devices in the area.

Interim Police Chief Geyer stated a State Assembly bill being proposed on regulation of speed limit for e-bikes and a requirement for speedometer on e-bikes starting in 2029. Additionally, the police chiefs in neighboring cities meet regularly and he will propose a discussion to plan a coordinated approach regarding the enforcement of e-bike speed limits on sidewalks.

Following the discussion, the City Council directed staff to return in 60-90 days after engineering staff and PD have consulted with neighboring cities on their approaches for establishing speed limits on electric mobility devices operating on sidewalks and walking pathways.

10. CITY MANAGER REPORT

City Manager France reported on the following:

- All Employee BBQ, June 25, 2026, 11:30 a.m. – 1:30 p.m. at PD back parking lot.
- Director of Government and Community Relations/City Clerk Vicuña advised that SB 707 takes effect on July 1. Moving forward, the public will be able to participate in City Council meeting by videoconferencing.

11. COMMISSION & COMMITTEE UPDATES

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

12. ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 7:53 p.m.

Mayor

ATTEST:

City Clerk



City Council Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Sung Hyun, Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

PREVIOUS CITY COUNCIL ACTION

None.

Attachments

[Claims 436399-436653 reso.pdf](#)

[Claims 436399-436653 att1of2 resolist.pdf](#)

[Claims 436399-436653 att2of2 voids.pdf](#)

[Claims 436654-436821 reso.pdf](#)

[Claims 436654-436821 att1of2 resolist.pdf](#)

[Claims 436654-436821 att2of2 voids.pdf](#)

[Claims PR062626 reso.pdf](#)

[Claims PR062626 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 \$3,912,975.87 DEMAND NOS., 436399 THROUGH 436653 CANCELLED NOS 436048 AND 436089 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. 436399 through 436653 the sum of \$3,912,975.87 set forth on the 24-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 _____ 2026 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 _____ 2026

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436048 V	05/20/26	10015066	LONG NGUYEN	995100	HOSTED MEDIA/APR-26	0.00	-4,823.96
1011	436089 V	05/20/26	10015057	LINCOLN MLSTWS LLC	11	REF/B-25-1474 6161 LI	0.00	-750.00
1011	436399	06/17/26	10005077	JAVIER GOMEZ	731150	CFORMS/WEB/JUN26FINAL	0.00	475.00
1011	436400	06/17/26	00000330	A & A WIPING CLOTH INC	11	RAGS COLORED KNIT SELE	131.25	1,691.25
1011	436401	06/17/26	10003451	A T & T	650302	25082759691016 JUNE26	0.00	86.53
1011	436402	06/17/26	10003451	A T & T	650302	25082912039566 JUNE26	0.00	86.53
1011	436404	06/17/26	10003794	A T & T	650302	9391026054 MAY-26	0.00	32.49
1011	436404	06/17/26	10003794	A T & T	170670	9391026052 MAY-26	0.00	32.49
1011	436404	06/17/26	10003794	A T & T	650302	9391065061 MAY-26	0.00	2,528.38
1011	436404	06/17/26	10003794	A T & T	170670	9391026102 MAY-26	0.00	32.51
1011	436404	06/17/26	10003794	A T & T	170670	9391026093 MAY-26	0.00	32.52
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1011	436404	06/17/26	10003794	A T & T	170670	9391026086 MAY-26	0.00	37.64
1011	436404	06/17/26	10003794	A T & T	170670	9391026079 MAY-26	0.00	62.72
1011	436404	06/17/26	10003794	A T & T	170670	9391026096 MAY-26	0.00	63.48
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1011	436404	06/17/26	10003794	A T & T	170670	9391054287 MAY-26	0.00	73.41
1011	436404	06/17/26	10003794	A T & T	170670	9391026111 MAY-26	0.00	93.30
1011	436404	06/17/26	10003794	A T & T	170670	9391026061 MAY-26	0.00	93.31
1011	436404	06/17/26	10003794	A T & T	170670	9391026091 MAY-26	0.00	94.02
1011	436404	06/17/26	10003794	A T & T	170670	9391026087 MAY-26	0.00	94.35
1011	436404	06/17/26	10003794	A T & T	860810	9391026103 MAY-26	0.00	103.67
1011	436404	06/17/26	10003794	A T & T	170670	9391026082 MAY-26	0.00	123.80
1011	436404	06/17/26	10003794	A T & T	170670	9391026050 MAY-26	0.00	125.95
1011	436404	06/17/26	10003794	A T & T	170670	9391026089 MAY-26	0.00	154.45
1011	436404	06/17/26	10003794	A T & T	170670	9391031459 MAY-26	0.00	156.45
1011	436404	06/17/26	10003794	A T & T	170670	9391026098 MAY-26	0.00	187.30
1011	436404	06/17/26	10003794	A T & T	732099	9391026101 MAY-26	0.00	281.64
1011	436404	06/17/26	10003794	A T & T	170670	9391055764 MAY-26	0.00	465.60
1011	436404	06/17/26	10003794	A T & T	170670	9391036451 MAY-26	0.00	501.75
1011	436404	06/17/26	10003794	A T & T	170670	9391026078 MAY-26	0.00	30.57
1011	436404	06/17/26	10003794	A T & T	660241	9391026081 MAY-26	0.00	32.14
1011	436404	06/17/26	10003794	A T & T	170670	9391026083 MAY-26	0.00	205.25
TOTAL CHECK							0.00	5,800.27
1011	436405	06/17/26	10012737	A T & T GLOBAL LEGAL	650303	LEA TRK CSE#26-14413	0.00	345.00
1011	436406	06/17/26	10004247	A T & T MOBILITY	170670	287261541007 MAY-26	0.00	91.22
1011	436407	06/17/26	10004247	A T & T MOBILITY	275105	287306643033 JUNE-26	0.00	40.74
1011	436408	06/17/26	10004247	A T & T MOBILITY	126143	287345550627 MAY-26	0.00	220.48
1011	436409	06/17/26	10015131	MORPHEON CORPORATION	11	250 CELEBRA 07/01/26	0.00	2,200.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436410	06/17/26	10015124	DIANE AFALAVA	11	REF DEPOSIT#R13238	0.00	500.00
1011	436411	06/17/26	00005342	AGA ENGINEERS, INC.	590025	VLVW/ARTES/SIG/APR-26	0.00	3,070.00
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001690	0.00	243.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFT23001665	0.00	253.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFT23001469	0.00	253.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001425	0.00	253.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001408	0.00	243.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001325	0.00	243.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001262	0.00	243.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001259	0.00	232.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001250	0.00	232.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S248EFTF23001129	0.00	54.31
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S224DFTF20005537	0.00	186.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S108EF5920011018	0.00	68.26
1011	436412	06/17/26	10013157	AIRGAP LABS, LLC	126143	S108EF5918006145	0.00	68.26
TOTAL CHECK							0.00	2,574.43
1011	436413	06/17/26	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CR.GRD 5/10-23/26	0.00	12,044.04
1011	436414	06/17/26	10013705	ALL PRO BEVERAGE, INC.	170670	RT COFFEE MACH/JUNE26	0.00	212.06
1011	436414	06/17/26	10013705	ALL PRO BEVERAGE, INC.	170670	5LB EUROPEAN BLEND	0.00	195.73
1011	436414	06/17/26	10013705	ALL PRO BEVERAGE, INC.	170670	SVC CALL/FILTER/GASKT	0.00	367.00
TOTAL CHECK							0.00	774.79
1011	436415	06/17/26	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL CONT/MAY-26	0.00	42,319.67
1011	436416	06/17/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY#2 EXC/MAR26	0.00	798.00
1011	436416	06/17/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COSTS/MAR-26	0.00	1,203.51
1011	436416	06/17/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	SPEC.LEGAL SVC/MAR-26	0.00	1,323.00
1011	436416	06/17/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTRFLY#2 COST/MAR26	0.00	83.86
1011	436416	06/17/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW NAPA/MAR-26	0.00	210.00
1011	436416	06/17/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW EXCESS/MAR26	0.00	3,969.00
1011	436416	06/17/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW RETAIN/MAR-26	0.00	22,500.00
TOTAL CHECK							0.00	30,087.37
1011	436417	06/17/26	00009407	AMERICAN TRUCK & TOOL RE	560211	CONCRETE	0.00	336.42
1011	436418	06/17/26	00009015	TAJEN GRAPHICS, INC	106125	VINYL BANNERS JUL-4TH	0.00	1,911.40
1011	436418	06/17/26	00009015	TAJEN GRAPHICS, INC	275130	SUMMER PARK BANNERS	0.00	928.50
1011	436418	06/17/26	00009015	TAJEN GRAPHICS, INC	275210	MEMORIAL DAY BANNER	0.00	228.38
TOTAL CHECK							0.00	3,068.28
1011	436419	06/17/26	10014708	AQUA BACKFLOW, INC	352363	CCCP PROGRAM	0.00	522.50
1011	436420	06/17/26	10013300	AQUATRAX LLC	352363	LICENSING OCT25-SEP26	0.00	16,500.00
1011	436421	06/17/26	10014930	ARTS ORANGE COUNTY	190072	ARTS/CULTURE/MAY-26	0.00	8,333.33
1011	436422	06/17/26	00006700	B L WALLACE DISTRIBUTOR	352363	METER LIDS	0.00	80.45

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436423	06/17/26	10015109	RACHEL BAZUA	11	RF#E26-0190/6725 SAN	0.00	100.00
1011	436424	06/17/26	10007722	SELF INSURED SERVICES CO 73		LTD & LIFE INS/MAY-26	0.00	4,018.38
1011	436424	06/17/26	10007722	SELF INSURED SERVICES CO 73		LTD & LIFE INS/MAY-26	0.00	6,464.16
TOTAL	CHECK						0.00	10,482.54
1011	436425	06/17/26	10015136	NICOLE BEARD	11	RF/B-25-1474 /6161LIN	0.00	750.00
1011	436426	06/17/26	10007684	BEST LAWNMOWER, INC	560210	SUPPLIES	0.00	289.21
1011	436426	06/17/26	10007684	BEST LAWNMOWER, INC	860810	SUPPLIES	0.00	109.83
TOTAL	CHECK						0.00	399.04
1011	436427	06/17/26	10004950	BILL'S BODY WORKS	171710	COMPLETE REPAIR	0.00	5,005.00
1011	436428	06/17/26	10010196	BKF ENGINEERS	490025	KNOTT STRM DRAN/MAY26	0.00	9,999.25
1011	436429	06/17/26	10002405	BROADCAST MUSIC, INC.	11	MUSIC RIGHTS FY26-27	0.00	1,100.00
1011	436430	06/17/26	10014218	BLACK O'DOWD AND ASSOCCI	290164	PEAK PK POOL/MAY-26	0.00	87,010.00
1011	436431	06/17/26	00010378	JAMES BRANDSTETTER	650404	911SAC EVT 5/12-13/26	0.00	471.03
1011	436432	06/17/26	10015113	MARK BREDEHOFT	11	RF#E26-0150/7885 ADAM	0.00	100.00
1011	436433	06/17/26	10002369	BRINK'S INCORPORATED	11	SERVICE/MAY-26	0.00	1,410.71
1011	436434	06/17/26	10011862	PETER JOSEPH BUCKNAM	560211	PAVEMENT PROJ/APR-26	0.00	5,592.50
1011	436435	06/17/26	00010646	IVAN RODRIGUEZ	171710	WINDOW TINT	0.00	375.00
1011	436435	06/17/26	00010646	IVAN RODRIGUEZ	171710	WINDOW TINT	0.00	375.00
TOTAL	CHECK						0.00	750.00
1011	436436	06/17/26	00000015	BUENA PARK LOCK & KEY SH	170670	OFFICE KEYS	0.00	27.13
1011	436436	06/17/26	00000015	BUENA PARK LOCK & KEY SH	171710	KEYS	0.00	197.57
TOTAL	CHECK						0.00	224.70
1011	436437	06/17/26	00000759	BUENA PARK PLAQUE & TROP	11	STAGE BANNERS	0.00	511.13
1011	436438	06/17/26	10015112	ANGELO CABALLES	11	RF#E26-0147/8181 HUER	0.00	100.00
1011	436439	06/17/26	10015125	ROSALBA CALVILLO	11	REF DEPOSIT#R13420	0.00	500.00
1011	436440	06/17/26	00000407	CAMERON WELDING SUPPLY I	171710	MONTHLY RENTAL	0.00	29.53
1011	436440	06/17/26	00000407	CAMERON WELDING SUPPLY I	171710	MONTHLY RENTAL	0.00	309.15
TOTAL	CHECK						0.00	338.68
1011	436441	06/17/26	10012050	SERGIO CASTILLO	275135	YT OFFIC 5/30-6/12/26	0.00	100.00
1011	436442	06/17/26	10009178	CENTRAL SQUARE TECHNOLOG	11	MAINT RENEWAL FY26-27	0.00	111,942.49
1011	436443	06/17/26	00001695	CITY OF CERRITOS	560640	VLVW LNDSCP JAN-JUN26	0.00	835.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436444	06/17/26	10012931	CHARTER COMMUNICATIONS	650302	187624701 JUNE-26	0.00	466.77
1011	436445	06/17/26	10012931	CHARTER COMMUNICATIONS	650302	188676101 JUNE-26	0.00	1,134.00
1011	436446	06/17/26	10012931	CHARTER COMMUNICATIONS	275305	222866301 MAY-26	0.00	2,198.00
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	112.85
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	112.85
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	112.85
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	112.85
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	354.61
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	354.61
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	497.57
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	498.17
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	511.56
1011	436447	06/17/26	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/MAY-26	0.00	628.09
TOTAL CHECK							0.00	3,296.01
1011	436448	06/17/26	10014264	CITY OF LOS ANGELES - L.	275130	CHILD TICKET FOR LA ZO	0.00	987.00
1011	436448	06/17/26	10014264	CITY OF LOS ANGELES - L.	275130	ADULT TICKET FOR LA ZO	0.00	312.00
TOTAL CHECK							0.00	1,299.00
1011	436449	06/17/26	10010394	CLASSIC AUTO & BODY REPA	632117	REIMB/ASPHALT EXPENSE	0.00	40,955.62
1011	436450	06/17/26	10011435	CLEAN DIESEL SPECIALISTS	171710	HEAVY TRUCK SMOG	0.00	191.64
1011	436451	06/17/26	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLES 05/26	0.00	3,811.00
1011	436452	06/17/26	00001357	CM WASH EQUIPMENT INC.	171710	PM SERVICE	0.00	698.96
1011	436453	06/17/26	00005774	THE CODE GROUP, INC.	731150	TEMP BLDG INSP/MAY-26	0.00	2,100.00
1011	436454	06/17/26	10015100	CONCERN EMPLOYEE ASSISTA	121110	VIRT.SUPPORT HOMELESS	0.00	420.00
1011	436455	06/17/26	00003187	CONTINENTAL INTERPRETING	115115	TRANSLATE ELECT NOTIC	0.00	350.00
1011	436456	06/17/26	10012192	COSTAR REALTY INFORMATIO	632110	INVOICE FOR JUNE-26	0.00	460.41
1011	436457	06/17/26	10002389	COUNTY OF ORANGE TREASUR	550502	SURCHG CITES/APRIL-26	0.00	14,523.50
1011	436458	06/17/26	10002389	COUNTY OF ORANGE TREASUR	650308	5 PKG PRE-BK FORMS	0.00	135.20
1011	436459	06/17/26	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS BILL/MAY-26	0.00	2,478.00
1011	436460	06/17/26	10002389	COUNTY OF ORANGE TREASUR	650404	MO TECH DIV CHG/JAN26	0.00	160.00
1011	436461	06/17/26	10002389	COUNTY OF ORANGE TREASUR	650404	MO. TEC DIV CHG/FEB26	0.00	117.99
1011	436462	06/17/26	10011407	COYOTE,WILDLIFE & PEST S	160108	10 DAY COYOTE ABATE	0.00	2,300.00
1011	436463	06/17/26	10004625	CPCA	650208	WLLE CF 9/8-11/26	0.00	2,300.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436464	06/17/26	10015126	DIANE CRUZ	11	REF DEPOSIT#R12976	0.00	500.00
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	651612	UNIFORMS	0.00	106.89
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	4.98
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	13.96
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	170.43
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	229.35
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	957.11
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	1,104.96
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	651612	UNIFORMS	0.00	188.59
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	54.38
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	101.75
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	181.30
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	181.30
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	181.30
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	526.24
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	724.11
1011	436465	06/17/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	743.98
TOTAL	CHECK						0.00	5,470.63
1011	436466	06/17/26	10008234	CUSTOM INTERIORS BY SONN	171710	DRIVER SEAT	0.00	680.00
1011	436466	06/17/26	10008234	CUSTOM INTERIORS BY SONN	171710	DRIVER'S SEAT	0.00	680.00
TOTAL	CHECK						0.00	1,360.00
1011	436467	06/17/26	10011360	DENNIS KARL BATCHELOR	275150	ASSIGNING FEE/MAY-26	0.00	220.00
1011	436468	06/17/26	00010545	D & R OFFICE WORKS INC	170670	WORKSTATION REPLACEMEN	0.00	30,119.04
1011	436469	06/17/26	10014476	D&R OFFICE WORKS, INC.	170670	TARRIF FROM OTG	20.89	259.59
1011	436469	06/17/26	10014476	D&R OFFICE WORKS, INC.	170670	SL7130TOP - RECTANGULA	19.82	246.38
1011	436469	06/17/26	10014476	D&R OFFICE WORKS, INC.	170670	OTGHABASE3 - ADJUSTABL	69.97	869.65
1011	436469	06/17/26	10014476	D&R OFFICE WORKS, INC.	170670	SL6024TOP RECTANGULAR	7.14	88.74
1011	436469	06/17/26	10014476	D&R OFFICE WORKS, INC.	170670	OTGSTL28 - METAL SQUAR	13.44	167.04
1011	436469	06/17/26	10014476	D&R OFFICE WORKS, INC.	170670	DELIVERY AND INSTALLAT	32.81	407.81
TOTAL	CHECK						164.07	2,039.21
1011	436470	06/17/26	00000741	DELL MARKETING L P	126143	VLA OFFICE PRO PLUS ;T	0.00	9,070.40
1011	436470	06/17/26	00000741	DELL MARKETING L P	126143	VLA OFFICE STD LTSC 20	0.00	23,281.30
1011	436470	06/17/26	00000741	DELL MARKETING L P	126143	POWEREDGE R640 UPGRADE	0.00	928.38
TOTAL	CHECK						0.00	33,280.08
1011	436471	06/17/26	10013295	DJE SOUND & LIGHTING, IN	275210	1. STAGE 16'X8' 2. STA	0.00	227.50
1011	436471	06/17/26	10013295	DJE SOUND & LIGHTING, IN	275210	AUDIO 1 QSC KC12 SOUND	0.00	542.15
1011	436471	06/17/26	10013295	DJE SOUND & LIGHTING, IN	275210	POWER. 1 AC-6 CIRCUIT	0.00	52.50
1011	436471	06/17/26	10013295	DJE SOUND & LIGHTING, IN	275210	LABOR. 1 AV TECHNICIAN	0.00	1,100.00
1011	436471	06/17/26	10013295	DJE SOUND & LIGHTING, IN	275210	DELIVERY 20" BOX TRUCK	0.00	595.00
1011	436471	06/17/26	10013295	DJE SOUND & LIGHTING, IN	275210	SALES TAX	0.00	63.72
TOTAL	CHECK						0.00	2,580.87
1011	436472	06/17/26	10008875	THOMAS F. DONINI	275315	DJ SERVICES 060626	0.00	425.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436473	06/17/26	00000035	DOOLEY ENTERPRISES INC	650208	#RA9T 9MM 147GR. RANGE	0.00	2,382.00
1011	436473	06/17/26	00000035	DOOLEY ENTERPRISES INC	650208	5.56MM M193 55 FMJ WIN	0.00	2,370.00
1011	436473	06/17/26	00000035	DOOLEY ENTERPRISES INC	650208	TAX	0.00	368.28
TOTAL CHECK							0.00	5,120.28
1011	436474	06/17/26	10015090	MAKENZIE DOWLIN	275150	SCOREKEEP5/23-6/5/26	0.00	136.00
1011	436475	06/17/26	10013343	DUDEK	731105	CLIMATE ACTION/MAY-26	0.00	700.00
1011	436476	06/17/26	10008598	ZACHARY ELLS	352363	REIMB/WORK BOOTS	0.00	134.51
1011	436477	06/17/26	00006560	ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/JUNE-26	0.00	1,049.92
1011	436478	06/17/26	10008311	EVERETT DOREY, LLP	107420	JI YEON NAM/MYUNGHEE	0.00	11,292.39
1011	436478	06/17/26	10008311	EVERETT DOREY, LLP	107420	JI YEON NAM/MYUNGHEE	0.00	11,012.33
1011	436478	06/17/26	10008311	EVERETT DOREY, LLP	107420	STEPHEN GERDES,ET AL	0.00	51.00
1011	436478	06/17/26	10008311	EVERETT DOREY, LLP	107420	STEPHEN GERDES,ET AL	0.00	45.00
1011	436478	06/17/26	10008311	EVERETT DOREY, LLP	107420	LOPEZ, OMAR	0.00	10,173.34
1011	436478	06/17/26	10008311	EVERETT DOREY, LLP	107420	JI YEON NAM/MYUNGHEE	0.00	11,844.00
TOTAL CHECK							0.00	44,418.06
1011	436479	06/17/26	10004626	EXPEDIA, INC.	995100	EXPEDIA ADS/MAY-26	0.00	16,291.99
1011	436480	06/17/26	00008579	EXPERIAN INFORMATION SOL	650105	CIS ONLINE/MAY-26	0.00	77.72
1011	436481	06/17/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	167.92
1011	436481	06/17/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	SHOCKS/FILTER	0.00	153.10
1011	436481	06/17/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	50.17
1011	436481	06/17/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	99.77
1011	436481	06/17/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	43.13
1011	436481	06/17/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	84.17
1011	436481	06/17/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FRONT AXLES	0.00	222.59
TOTAL CHECK							0.00	820.85
1011	436482	06/17/26	00000320	FEDERAL EXPRESS CORPORAT	126120	DELIVERY ON 6/3/26	0.00	46.10
1011	436483	06/17/26	10005104	FERGUSON ENTERPRISES, IN	352363	METER REPAIR	0.00	2,000.00
1011	436484	06/17/26	00000582	FIRST AMERICAN TITLE COM	632110	TITLE REPOST/6000 DAL	0.00	1,000.00
1011	436485	06/17/26	10003190	FOOD 4 LESS	275130	CAMP SUPPLIES	0.00	16.99
1011	436485	06/17/26	10003190	FOOD 4 LESS	275605	WINGS AFTERSCHOOL	0.00	175.23
1011	436485	06/17/26	10003190	FOOD 4 LESS	275205	RECEPTION SUPPLIES	0.00	47.05
1011	436485	06/17/26	10003190	FOOD 4 LESS	275130	SUPPLIES STEAM CAMP	0.00	50.26
TOTAL CHECK							0.00	289.53
1011	436486	06/17/26	10015066	LONG NGUYEN	995100	HOSTED MEDIA/APR-26	0.00	4,823.96
1011	436487	06/17/26	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	471.66
1011	436488	06/17/26	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	478.53

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436489	06/17/26	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	316.03
1011	436489	06/17/26	00000046	FULLER ENGINEERING INC	352363	CL2 BOISERRANC	0.00	2,026.67
1011	436489	06/17/26	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	333.34
1011	436489	06/17/26	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	375.74
1011	436489	06/17/26	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	531.25
TOTAL	CHECK						0.00	3,583.03
1011	436490	06/17/26	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/SPRING-26	0.00	83.12
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	151.06
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	3.68
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	39.11
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	75.20
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	414.14
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE FOR PICS	0.00	28.26
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	170670	PD HARDWARE	0.00	57.02
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	170670	LOCKS FOR STORAGE	0.00	180.49
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	352363	WELL MAINT	0.00	65.23
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	76.09
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	860810	SMALL TOOLS	0.00	81.48
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	121.76
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	108.40
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	352363	SIDEWALK REPAIR	0.00	234.50
1011	436491	06/17/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	55.17
TOTAL	CHECK						0.00	1,691.59
1011	436492	06/17/26	10012721	LAURA FRANKS	650105	CR CK 2 MUNOZ,PEREZ	0.00	4,000.00
1011	436493	06/17/26	10004074	GLOBAL TECHNOLOGY SYSTEM	650402	BATTERY FOR MOTOROLA	313.52	3,896.72
1011	436493	06/17/26	10004074	GLOBAL TECHNOLOGY SYSTEM	650402	TARIFF	39.19	487.09
1011	436493	06/17/26	10004074	GLOBAL TECHNOLOGY SYSTEM	650402	FREIGHT	0.00	35.00
TOTAL	CHECK						352.71	4,418.81
1011	436494	06/17/26	10015101	G COAST ENTERPRISE INC	590021	WHEELCHAIR RAMP/MAY26	0.00	59,974.90
1011	436494	06/17/26	10015101	G COAST ENTERPRISE INC	24	PMT#1 RET. WHEELCHAIR	0.00	-2,998.75
TOTAL	CHECK						0.00	56,976.15
1011	436495	06/17/26	10015127	MICHAEL GOMEZ	11	REF DEPOSIT#R13399	0.00	500.00
1011	436496	06/17/26	10008749	GOOGLE INC.	995100	GOOGLE ADS/MAY-26	0.00	11,934.89
1011	436497	06/17/26	10006406	GRAFIX SYSTEMS	171710	ROOF DECALS	0.00	381.59
1011	436498	06/17/26	00000055	GRAINGER INC	352363	WADER BOOTS	0.00	273.55
1011	436498	06/17/26	00000055	GRAINGER INC	352363	AIR COMPRESSOR TOOL	0.00	284.71
1011	436498	06/17/26	00000055	GRAINGER INC	352363	SHELF LINERS	0.00	309.64
1011	436498	06/17/26	00000055	GRAINGER INC	352363	SMALL TOOLS	0.00	315.13
1011	436498	06/17/26	00000055	GRAINGER INC	352363	SMALL TOOLS	0.00	522.28
1011	436498	06/17/26	00000055	GRAINGER INC	11	BROOM STREET W/HANDLE	30.91	384.07
1011	436498	06/17/26	00000055	GRAINGER INC	11	PAINT SPRAY MARKING BL	44.18	549.14
1011	436498	06/17/26	00000055	GRAINGER INC	11	BATTERY AA DURACELL	31.44	390.72
1011	436498	06/17/26	00000055	GRAINGER INC	11	BATTERY AAA DURACELL	30.28	376.36

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436498	06/17/26	00000055	GRAINGER INC	11	BATTERY D DURACELL	9.46	117.58
1011	436498	06/17/26	00000055	GRAINGER INC	11	HOSE GARDEN 3/4" X 75	12.01	149.41
TOTAL	CHECK						158.28	3,672.59
1011	436499	06/17/26	00006372	GREEN GIANT LANDSCAPE IN	32	PMT#4 RET.	0.00	-13,893.38
1011	436499	06/17/26	00006372	GREEN GIANT LANDSCAPE IN	290158	THELMA GARDEN/MAY-26	0.00	277,867.51
TOTAL	CHECK						0.00	263,974.13
1011	436500	06/17/26	10015114	STEVEN HALL	11	RF#E26-0139/6421 CELE	0.00	100.00
1011	436501	06/17/26	10000124	HARDY & HARPER INC	24	PMT#1 RET.	0.00	-45,431.50
1011	436501	06/17/26	10000124	HARDY & HARPER INC	590189	DALE ST REHAB/MAY-26	0.00	908,630.01
TOTAL	CHECK						0.00	863,198.51
1011	436502	06/17/26	10012288	HASA INC.	860820	CHEMICALS	0.00	1,961.75
1011	436502	06/17/26	10012288	HASA INC.	860820	CHEMICALS	0.00	1,472.08
1011	436502	06/17/26	10012288	HASA INC.	860820	VALVE REPAIR	0.00	1,283.52
1011	436502	06/17/26	10012288	HASA INC.	860820	CHEMICALS	0.00	1,908.22
1011	436502	06/17/26	10012288	HASA INC.	860820	CHEMICALS	0.00	39.06
1011	436502	06/17/26	10012288	HASA INC.	860820	CHEMICALS	0.00	308.92
1011	436502	06/17/26	10012288	HASA INC.	860820	POOL SVC	0.00	950.00
1011	436502	06/17/26	10012288	HASA INC.	860820	POOL SVC	0.00	1,150.00
1011	436502	06/17/26	10012288	HASA INC.	860820	CHEMICALS	0.00	2,372.37
1011	436502	06/17/26	10012288	HASA INC.	860820	CHEMICALS	0.00	2,229.77
TOTAL	CHECK						0.00	13,675.69
1011	436503	06/17/26	10015128	CONNOR BREEN	11	STILT WALKER 07/01/26	0.00	333.00
1011	436504	06/17/26	00002854	VERONICA HOCHEDÉ	275305	BALLROOM DNC/MAY-26	0.00	1,712.25
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	CONCRETE FOR HYDRANT	0.00	44.41
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	560210	SUPPLIES	0.00	16.65
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	PVC PARTS	0.00	25.07
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	KNOTT WELL	0.00	46.81
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	FILTER FOR RESERVOIR	0.00	38.66
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	HOLDER WELL	0.00	171.32
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	560231	SIGN SHOP SUPPLIES	0.00	86.54
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	PARTS PUMP STATION	0.00	81.41
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352567	STORMWATER DEMO	0.00	37.52
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	PARTS CABALLERO	0.00	7.38
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	8.60
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	170670	BRENNER PK MAINT	0.00	77.75
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	560231	SIGN SHOP SUPPLIES	0.00	131.57
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	170670	BRENNER PK PLEXIGLASS	0.00	630.32
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	93.71
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	94.65
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	463.98
1011	436505	06/17/26	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	144.83
TOTAL	CHECK						0.00	2,201.18
1011	436506	06/17/26	10014677	NICHOLAS L. HOPKINS	731150	REIMB/CALBO WEBINAR	0.00	115.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436507	06/17/26	10004056	ICC-OEC	731150	MEMBERSHIP DUES/2026	0.00	350.00
1011	436508	06/17/26	10012742	INFOSEND, INC	105105	PET LICENSE/MAY-26	0.00	770.08
1011	436508	06/17/26	10012742	INFOSEND, INC	352267	SVC & MATERIALS/MAY26	0.00	1,974.12
1011	436508	06/17/26	10012742	INFOSEND, INC	106125	FIREWORKS/MAY-26	0.00	300.63
1011	436508	06/17/26	10012742	INFOSEND, INC	460220	REFUSE RATE INC/MAY-2	0.00	300.63
1011	436508	06/17/26	10012742	INFOSEND, INC	352267	POSTAGE/MAY-26	0.00	6,966.40
TOTAL	CHECK						0.00	10,311.86
1011	436509	06/17/26	10003113	INTERNATIONAL CODE COUNCIL	11	RENEW ICC MEMBERSHIP	0.00	325.00
1011	436510	06/17/26	10015110	INZUNZA ROSA LIZETTE	ROC 160410	REF/OCSD-26-14 FEES	0.00	30.51
1011	436511	06/17/26	00010018	JOSEPH M JACKSON	275120	BOXING/KICKBOX/SPR-26	0.00	763.42
1011	436511	06/17/26	00010018	JOSEPH M JACKSON	115110	MST CREATIVE WELLNESS	0.00	500.00
TOTAL	CHECK						0.00	1,263.42
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-116.37
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-55.26
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-13.65
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	SEAL FILTER	0.00	33.41
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	SHOP TOOL	0.00	307.03
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-65.20
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	SHOP TOOLS	0.00	268.30
1011	436512	06/17/26	00009561	TRADITIONAL AUTO SUPPLY	171710	SHOP TOOLS	0.00	310.27
TOTAL	CHECK						0.00	668.53
1011	436513	06/17/26	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	441.00
1011	436513	06/17/26	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	687.03
TOTAL	CHECK						0.00	1,128.03
1011	436514	06/17/26	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	1,800.00
1011	436514	06/17/26	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	450.00
TOTAL	CHECK						0.00	2,250.00
1011	436515	06/17/26	10015129	FLORA JOHNSON	11	REF DEPOSIT#R12981	0.00	500.00
1011	436516	06/17/26	10013050	JOLLY JUMPS	11	ROCK WALL/COPS GOBLIN	0.00	1,247.50
1011	436517	06/17/26	00000674	RICHARD D. JONES A PROF.	107420	JENNY PEREZ	0.00	750.00
1011	436517	06/17/26	00000674	RICHARD D. JONES A PROF.	107420	JENNY PEREZ	0.00	1,500.00
1011	436517	06/17/26	00000674	RICHARD D. JONES A PROF.	107420	JENNY PEREZ	0.00	129.25
TOTAL	CHECK						0.00	2,379.25
1011	436518	06/17/26	10011653	JOSEPH C. TRUXAW AND ASS	590004	PROFESSIONAL SURVEYING	0.00	9,930.00
1011	436519	06/17/26	10003543	MOLLY H. KNOX	275305	EXERCISE	0.00	86.25
1011	436520	06/17/26	00007551	CITY OF LA MIRADA	560230	SHARE TRF SIG MAINT	0.00	537.76
1011	436521	06/17/26	10007915	LANAIR GROUP, LLC	126143	0365 EXCHANGE/JUNE-26	0.00	2,362.70

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436522	06/17/26	00000185	LANGUAGE LINE SERVICES,	650302	PH.INTERPRETATION	0.00	5.64
1011	436523	06/17/26	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICAL KIT	0.00	113.49
1011	436523	06/17/26	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICALS	0.00	605.56
TOTAL CHECK							0.00	719.05
1011	436524	06/17/26	00010727	LEXIPOL LLC	650208	LAW ENF POLICY MANUAL	0.00	3,097.02
1011	436525	06/17/26	10012952	LOOPNET	632110	LOOPNET	0.00	111.96
1011	436526	06/17/26	00000077	LU'S LIGHTHOUSE INC	171710	WIPER BLADES	0.00	26.98
1011	436526	06/17/26	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	107.22
TOTAL CHECK							0.00	134.20
1011	436527	06/17/26	10015115	CODY MARION	11	REF/E26-0132/6882 ORE	0.00	100.00
1011	436528	06/17/26	10015019	MARIPOSA LANDSCAPES, INC	860810	PARKS/LANDSCAPE/MAY26	0.00	34,520.30
1011	436528	06/17/26	10015019	MARIPOSA LANDSCAPES, INC	160501	CITY LANDSCAPE/MAY26	0.00	67,009.98
TOTAL CHECK							0.00	101,530.28
1011	436529	06/17/26	10011954	MARK THOMAS & COMPANY	590189	DALE ST REHAB/APR-26	0.00	24,000.00
1011	436530	06/17/26	00010311	ROSSANA MARRACCINI	11	REF DEPOSIT#R13036	0.00	1,000.00
1011	436531	06/17/26	10015130	MELINA PARIS MCCROSSIN	11	REF DEPOSIT#R12915	0.00	500.00
1011	436532	06/17/26	00000092	MCMaster CARR SUPPLY CO	352363	SAMPLE STATION	0.00	200.89
1011	436532	06/17/26	00000092	MCMaster CARR SUPPLY CO	352363	HOSE LINE INSTALL	0.00	173.39
TOTAL CHECK							0.00	374.28
1011	436533	06/17/26	10014396	ROBERT J SANDOVAL	860810	PORT AUTHORITY JACKET	12.08	168.08
1011	436533	06/17/26	10014396	ROBERT J SANDOVAL	860810	PORT AUTHORITY JACKET	6.36	88.36
1011	436533	06/17/26	10014396	ROBERT J SANDOVAL	860810	PORT AUTHORITY JACKET	9.77	135.77
1011	436533	06/17/26	10014396	ROBERT J SANDOVAL	860810	PORT AUTHORITY JACKET	6.67	92.67
TOTAL CHECK							34.88	484.88
1011	436534	06/17/26	10012844	MGP XII BUENA PARK GL, L 12		FARMER MKT FY26-27	0.00	3,250.00
1011	436535	06/17/26	10005546	MID CITY'S ELECTRIC, INC	632110	PALM TREE LIGHTING	0.00	6,516.30
1011	436535	06/17/26	10005546	MID CITY'S ELECTRIC, INC	632110	PALM TREE LIGHTING	0.00	7,425.00
1011	436535	06/17/26	10005546	MID CITY'S ELECTRIC, INC	632110	PALM TREE LIGHTING	0.00	7,875.00
TOTAL CHECK							0.00	21,816.30
1011	436536	06/17/26	00005331	SIMON MIKIEWICZ	650302	CLI 5 SESS.JAN-MAY-26	0.00	91.16
1011	436537	06/17/26	10004737	MITCHELL REPAIR	171710	PRODEMAND SUBSCRIPTION	0.00	2,820.00
1011	436538	06/17/26	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	458.25
1011	436539	06/17/26	10014446	MMGY GLOBAL, LLC	995100	MO RETAINER/JUNE-26	0.00	14,425.00
1011	436540	06/17/26	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES PD	0.00	1,080.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436541	06/17/26	00008568	NAFCO INC	160105	SHIPPING CHARGES	0.00	74.44
1011	436541	06/17/26	00008568	NAFCO INC	160105	TAXES	0.00	172.05
1011	436541	06/17/26	00008568	NAFCO INC	160105	HPG 300#4753	0.00	866.25
1011	436541	06/17/26	00008568	NAFCO INC	160105	#RPD 275B625	0.00	1,100.00
TOTAL	CHECK						0.00	2,212.74
1011	436542	06/17/26	10014322	NORESCO LLC	190308	EMG EFFIC PROJ/MAY-26	0.00	1,100,002.56
1011	436542	06/17/26	10014322	NORESCO LLC	13	PMT #1 RET.	0.00	-55,000.13
TOTAL	CHECK						0.00	1,045,002.43
1011	436543	06/17/26	10014933	NORFIELD DEVELOPMENT PAR	352363	ANNUAL FEE FOR LOCATOR	0.00	4,350.00
1011	436543	06/17/26	10014933	NORFIELD DEVELOPMENT PAR	352363	SETUP AND CONFIGUREATI	0.00	0.00
TOTAL	CHECK						0.00	4,350.00
1011	436544	06/17/26	10012884	JBA CONSULTING, INC.	160105	MIP GRANT ANALYSIS	0.00	3,482.10
1011	436545	06/17/26	10015132	OC CHIEFS OF POLICE & SH	11	MBR DUES FY26-27	0.00	500.00
1011	436546	06/17/26	10007111	OC CLERK-RECORDER'S OFFI	160105	REC/TERM AGREEMENT	0.00	18.00
1011	436547	06/17/26	10009436	RYAN OLDHAM	190300	BELLIS YARD/MAY-26	0.00	20,376.00
1011	436548	06/17/26	10007787	HBV ENTERPRISES, INC.	171710	STARTER	0.00	205.18
1011	436549	06/17/26	10014422	ONWARD ENGINEERING	290153	SCE CORRIDOR/MAY-26	0.00	6,090.60
1011	436550	06/17/26	00007482	ORANGE COUNTY SANITATION	352567	FOG/BMP INSP Q3 25-26	0.00	823.61
1011	436550	06/17/26	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEE/APRIL-26	0.00	9,845.17
TOTAL	CHECK						0.00	10,668.78
1011	436551	06/17/26	10013968	ORKIN, LLC	170670	BED BUG SVC	0.00	695.00
1011	436552	06/17/26	10015001	ORRAVAN MECHANICAL, INC	170670	HVAC REPAIRS COUNCIL	0.00	8,754.15
1011	436552	06/17/26	10015001	ORRAVAN MECHANICAL, INC	170670	ANNUAL HVAC PREVENTATI	0.00	8,525.00
1011	436552	06/17/26	10015001	ORRAVAN MECHANICAL, INC	860810	INSTALLATION AND DISPO	0.00	6,629.18
TOTAL	CHECK						0.00	23,908.33
1011	436553	06/17/26	10012059	OTW HOLDING COMPANY	860810	#CC42X96 BILLBOARD BAR	0.00	3,379.00
1011	436553	06/17/26	10012059	OTW HOLDING COMPANY	860810	FREIGHT - LTL SHIPPING	0.00	736.00
1011	436553	06/17/26	10012059	OTW HOLDING COMPANY	860810	TAX	0.00	295.67
TOTAL	CHECK						0.00	4,410.67
1011	436554	06/17/26	10013858	PARTY PRO RENTAL CENTER, 11		CANOPIES/TBL 7/01/26	0.00	4,484.00
1011	436555	06/17/26	10013206	PAYMENTUS CORPORATION	126152	IVR/CC MERCH/JUNE-26	0.00	2,260.53
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY SER	275125	CLICKER CNT/VANSICKLE	0.00	13.02
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY SER	275210	JUNETH/SUPL/VANSICKLE	0.00	22.72
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY SER	275405	CUPCAKES/GUTIERREZ	0.00	25.98
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY SER	275405	CUPCAKES/MARTINEZ	0.00	25.98
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY SER	275105	REFRESHMNT/CONTRERAS	0.00	27.50

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY	SER 275210	WHITE CARD/VANSICKLE	0.00	28.19
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY	SER 275210	JUNETEH SUPL/VANSICKL	0.00	28.68
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY	SER 275205	CARE RECEPT/SAUCEDA	0.00	40.80
1011	436556	06/17/26	00005145	PETTY CASH/COMMUNITY	SER 275205	CARE RECEPT/SAUCEDA	0.00	44.66
TOTAL	CHECK						0.00	257.53
1011	436557	06/17/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE/E.GENERA	0.00	19.84
1011	436557	06/17/26	00005788	PETTY CASH/PUBLIC WORKS	160105	ROAD SHOW SUPL/GENERA	0.00	23.54
1011	436557	06/17/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE/E.GENERA	0.00	48.07
1011	436557	06/17/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE SUPL/E.GENERA	0.00	53.60
1011	436557	06/17/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE SUPL/E.GENERA	0.00	62.49
TOTAL	CHECK						0.00	207.54
1011	436558	06/17/26	00007516	PHOENIX GROUP INFORMATIO	631140	CIT PROCESSING/APR26	0.00	1,020.58
1011	436558	06/17/26	00007516	PHOENIX GROUP INFORMATIO	631140	CIT PROCESS/APR-26	0.00	1,266.65
1011	436558	06/17/26	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/APR-26	0.00	12,768.76
1011	436558	06/17/26	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/APR-26	0.00	1,017.30
TOTAL	CHECK						0.00	16,073.29
1011	436559	06/17/26	00008488	THE PRINTER, INC.	105105	NO FIREWORKS BANNER	0.00	2,762.36
1011	436560	06/17/26	10013927	PRISCILA DAVILA & ASSOCI	732071	CDBG COUNCIL/MAY-26	0.00	7,000.00
1011	436561	06/17/26	00005805	R P LAURAIN & ASSOCIATES	632110	REAL ESTATE APPRAISAL	0.00	7,500.00
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,054.88
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	924.38
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	396.94
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	48.94
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	766.69
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	48.94
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	511.13
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	435.00
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	299.06
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,315.88
1011	436562	06/17/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	59.81
TOTAL	CHECK						0.00	5,861.65
1011	436563	06/17/26	10015133	RIGHTEOUS & THE WICKED T	11	CONCERT 7/08/26	0.00	3,000.00
1011	436564	06/17/26	00001348	MULTI SERVICE TECHNOLOGY	860810	SOCKS-ESCATEL.ORO	0.00	96.93
1011	436564	06/17/26	00001348	MULTI SERVICE TECHNOLOGY	560210	SHOES-ZARAGOZA	0.00	350.00
TOTAL	CHECK						0.00	446.93
1011	436565	06/17/26	10015139	FRANCESCA REGUDO	11	REF DEPOSIT#13517	0.00	500.00
1011	436566	06/17/26	00000113	DMJ AND ASSOCIATES, INC.	560210	MORTAR	0.00	15.77
1011	436567	06/17/26	10005674	RIVERSIDE COUNTY SHERIFF	650208	FTO UPDATE 8/4-6/26	0.00	217.40
1011	436568	06/17/26	10000184	RJM DESIGN GROUP INC	190140	FRIENDSHIP PK/MAR-26	0.00	36,083.37
1011	436568	06/17/26	10000184	RJM DESIGN GROUP INC	190140	FRIENDSHIP PK/APR-26	0.00	45,082.34

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 13
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	81,165.71
1011	436569	06/17/26	00007580	RON'S MAINTENANCE INC	352567	CATCH BASIN CLEANING S	0.00	30,120.00
1011	436569	06/17/26	00007580	RON'S MAINTENANCE INC	352567	CATCH BASIN CLEANING S	0.00	27,360.00
TOTAL CHECK							0.00	57,480.00
1011	436570	06/17/26	10005599	OANH ROSENTHAL	275120	SWORDSMANSHIP SPR-26	0.00	391.02
1011	436571	06/17/26	10015118	SIMON IFERGAN	106129	DELIVER FLYER 6/13/26	0.00	420.00
1011	436572	06/17/26	10001389	SANTA ANA COLLEGE	650208	PRE ACAD/#269 BASIC	0.00	1,357.00
1011	436572	06/17/26	10001389	SANTA ANA COLLEGE	650208	ACAD#269/OCT-25	0.00	115.00
TOTAL CHECK							0.00	1,472.00
1011	436573	06/17/26	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL YARD	0.00	30,269.59
1011	436574	06/17/26	10011317	SEPARACOLOR INTERNATIONAL	106129	DIGITAL SIGNS	0.00	598.13
1011	436575	06/17/26	00000462	THE SHERWIN WILLIAMS	170670	HARDWARE MAINT	0.00	347.97
1011	436575	06/17/26	00000462	THE SHERWIN WILLIAMS	170670	HARDWARE PAINT	0.00	45.02
TOTAL CHECK							0.00	392.99
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	171710	SHOES - MACIAS	0.00	145.47
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	170670	SHOES - D. NGUYEN	0.00	350.00
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	170670	CREDIT- D. NGUYEN	0.00	-350.00
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	170670	SHOES - S. NGUYEN	0.00	350.00
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	560231	SHOES- D. GRIMES	0.00	303.38
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	352567	SHOES- C. COLES	0.00	21.86
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	452410	SHOES- C. COLES	0.00	21.86
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	160410	SHOES- C. COLES	0.00	50.45
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	560211	SHOES- C. COLES	0.00	117.72
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	352363	SHOES- C. COLES	0.00	124.45
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	560210	SHOES-KOSS	0.00	126.06
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	560211	SHOES-QUINONES	0.00	24.24
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	760310	SHOES-QUINONES	0.00	218.14
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	560211	SHOES - G. MARTINEZ	0.00	268.50
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	170670	SHOES- D. GONZALES	0.00	242.45
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	560210	SHOES-E. RODRIGUEZ	0.00	106.68
1011	436576	06/17/26	10014675	GCP WW HOLDCO LLC	560231	SHOES-DAHL	0.00	336.67
TOTAL CHECK							0.00	2,457.93
1011	436577	06/17/26	10009505	SHRED-IT, INC. USA	275105	SHREDDING	0.00	60.29
1011	436577	06/17/26	10009505	SHRED-IT, INC. USA	105105	SHREDDING	0.00	60.30
1011	436577	06/17/26	10009505	SHRED-IT, INC. USA	115110	SHREDDING	0.00	60.30
1011	436577	06/17/26	10009505	SHRED-IT, INC. USA	160105	SHREDDING	0.00	60.30
1011	436577	06/17/26	10009505	SHRED-IT, INC. USA	126120	SHREDDING	0.00	60.30
1011	436577	06/17/26	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	1,065.80
TOTAL CHECK							0.00	1,367.29
1011	436578	06/17/26	10005948	JIMMY SMITH	275305	ROUND DNC APR-MAY-26	0.00	339.00
1011	436579	06/17/26	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,149.44

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 14
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436579	06/17/26	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,014.20
TOTAL CHECK							0.00	2,163.64
1011	436580	06/17/26	10009463	SO CAL SANITATION, LLC	632110	ANNUAL RENEWAL - CHAIN	614.99	7,643.45
1011	436581	06/17/26	10015106	SOLINAS, EDDIE	52	UB REFUND	0.00	34.19
1011	436582	06/17/26	10012158	SOTO ENTERTAINMENT GROUP	11	BAND CONCERT 7/15/26	0.00	2,250.00
1011	436583	06/17/26	00000607	SOUTH COAST AQMD	352363	FAC ID 23982	0.00	176.41
1011	436583	06/17/26	00000607	SOUTH COAST AQMD	352363	FAC ID 23982	0.00	583.73
TOTAL CHECK							0.00	760.14
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	8491 LA PLMA/MAY-26	0.00	64.67
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7623 BEACH/MAY-26	0.00	32.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	ES VLVW SO FY/MAY-26	0.00	21.98
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	MNCHESTR/ARTES/MAY26	0.00	32.85
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/MALVERN/MAY-26	0.00	37.40
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/COMNWLTH/MAY26	0.00	37.40
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	8252 OR'THORPE/MAY-26	0.00	37.40
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5600 MALVERN/MAY-26	0.00	37.40
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7901 LA MIRADA/MAY-26	0.00	43.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7341 ARTESIA/MAY-26	0.00	43.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	STANTON/MAPLE/MAY-26	0.00	43.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	8221 DALE/MAY-26	0.00	43.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	9TH/WESTERN/MAY-26	0.00	43.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	CRESCENTXSANRIO/MAY26	0.00	47.34
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6248 CRESCENT/MAY-26	0.00	47.34
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	RT91 FY EO KNOT/MAY26	0.00	48.66
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6655 MNCHESTR/MAY-26	0.00	48.89
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	BEACH/DURANGO/MAY-26	0.00	49.98
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7550 STANTON/MAY-26	0.00	52.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/9TH/MAY-26	0.00	60.62
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	RT91 FY OFF RMP/MAY26	0.00	64.75
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5755 CRESCENT/MAY-26	0.00	65.72
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/STAGE/MAY-26	0.00	77.45
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/CRESCENT/MAY26	0.00	88.63
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	SW CORNR OR'THO/MAY26	0.00	96.68
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	SAN REMO/VLVW/MAY-26	0.00	105.43
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7582 COMNWLTH/MAY-26	0.00	105.43
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6002 OR'THORPE/MAY-26	0.00	105.43
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7201 ARTESIA/MAY-26	0.00	107.71
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/ARTESIA/MAY-26	0.00	108.33
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	5700 BRIDGEPORT/MAY26	0.00	113.88
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BP LITING/MAY-26	0.00	4,288.63
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6640 BEACH/MAY-26	0.00	27,665.59
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BP LIGHTING/MAY-26	0.00	139,800.08
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6401 LINCOLN/MAY-26	0.00	9.34
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	4701 BEACH/MAY-26	0.00	10.21
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8001 CAMELLIA/MAY-26	0.00	16.30
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7113 FIRESTONE/MAY-26	0.00	68.31
1011	436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/MALVERN/MAY-26	0.00	145.40

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 15
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 352510	6140 BALL RD/MAY-26	0.00	5,995.87
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 352510	2881 ROSECRANS/MAY26	0.00	12,936.52
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	4900 BEACH/MAY-26	0.00	10.29
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6194 AUTO CTR/MAY-26	0.00	11.24
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7732 TULARE/MAY-26	0.00	13.62
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6293 AUTO CTR/MAY-26	0.00	14.48
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6232 AUTO CTR/MAY-26	0.00	50.25
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6200 STANTON/MAY-26	0.00	70.38
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6500 AUTO CTR/MAY-26	0.00	77.36
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	6989 ARTESIA/MAY-26	0.00	108.85
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7901 LA MIRADA/MAY-26	0.00	128.63
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6210 INDIANA/MAY-26	0.00	128.66
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7341 ARTESIA/MAY-26	0.00	132.87
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6655 AUTO CTR/MAY-26	0.00	137.80
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6410 AUTO CTR/MAY-26	0.00	143.73
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7365 ARTESIA/MAY-26	0.00	196.38
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7731 STANTON/MAY-26	0.00	286.78
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 352510	5860 DALE ST/MAY-26	0.00	808.94
1011		436586	06/17/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6548 LA PALMA/MAY-26	0.00	9,495.99
TOTAL CHECK								0.00	204,667.91
1011		436587	06/17/26	00000336	SOUTHERN CALIFORNIA	EDIS 11	OPER RT#9000000004081	0.00	7,597.42
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 860810	7171 8TH ST/MAY-26	0.00	31.17
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	6955 ARAGON/MAY-26	0.00	48.46
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	6660 BEACH/MAY-26	0.00	16.76
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	8152 KNOTT AVE/MAY-26	0.00	35.11
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	8150 KNOTT/MAY-26	0.00	36.08
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	6601 BEACH/MAY-26	0.00	117.78
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	6650 BEACH/MAY-26	0.00	613.88
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	8150 KNOTT #D/MAY-26	0.00	793.23
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 860810	7600 DALE ST/MAY-26	0.00	1,104.36
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 170670	6640 BEACH/MAY-26	0.00	2,959.39
1011		436588	06/17/26	00000328	SOUTHERN CALIFORNIA	GAS 860810	7225 EL DORADO/MAY-26	0.00	8,022.90
TOTAL CHECK								0.00	13,779.12
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 126143	KEYBOARDS-CREDIT	0.00	-1,073.01
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 126143	KEYBOARDS	0.00	1,301.35
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	TAX	0.00	167.37
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	PART #PA27JCV - ASUS -	0.00	778.87
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	ASUS - E-WASTE FEE LIN	0.00	5.00
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	PART #MXCL3LL/A - APPL	0.00	90.35
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	PART# MXK53AM/A - APPL	0.00	72.49
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	PART # RS422+ - SYNLO	0.00	786.81
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	TAX	0.00	14.23
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	TAX	0.00	68.85
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	TAX	0.00	68.15
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	PART #MU963LL/A - APPL	0.00	1,912.87
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	PART # ST12000VN0008 -	0.00	1,758.80
1011		436589	06/17/26	10007408	SOUTHERN COMPUTER	WAREHO 106132	TAX	0.00	153.90
TOTAL CHECK								0.00	6,106.03

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436590	06/17/26	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION /MAY-26	0.00	2,472.76
1011	436591	06/17/26	10015108	SPECIALIZED ELEVATOR COR	660241	ELEVATOR REPAIR	0.00	1,485.50
1011	436591	06/17/26	10015108	SPECIALIZED ELEVATOR COR	660241	ELEVATOR MAINT	0.00	643.84
1011	436591	06/17/26	10015108	SPECIALIZED ELEVATOR COR	660241	ELEVATOR REPAIR	0.00	1,446.00
1011	436591	06/17/26	10015108	SPECIALIZED ELEVATOR COR	660241	ELEVATOR MAINT.	0.00	643.84
TOTAL	CHECK						0.00	4,219.18
1011	436592	06/17/26	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	14.49
1011	436592	06/17/26	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	69.50
1011	436592	06/17/26	00001085	STAPLES CONTRACT & COMME	352267	OFFICE SUPPLIES	0.00	188.99
TOTAL	CHECK						0.00	272.98
1011	436593	06/17/26	10008410	FULLERTON SIGNS, INC	275205	DESIGN - CREATE, SETUP	0.00	396.00
1011	436593	06/17/26	10008410	FULLERTON SIGNS, INC	275205	CUSTOM PRODUCTS AND SE	0.00	2,574.00
1011	436593	06/17/26	10008410	FULLERTON SIGNS, INC	275205	TAXES	0.00	230.18
1011	436593	06/17/26	10008410	FULLERTON SIGNS, INC	632110	YARD SIGNS	0.00	327.70
TOTAL	CHECK						0.00	3,527.88
1011	436594	06/17/26	10009427	SWANK MOTION PICTURES IN	11	MOVIE LIC FEE JULY-26	0.00	1,575.00
1011	436595	06/17/26	10015137	TARGET SOLUTIONS LEARNIN	11	FL-QATRACKER/FY26-27	0.00	2,431.01
1011	436596	06/17/26	10012943	TEXT MY GOV	11	SUPPORT FY 26-27	0.00	7,000.00
1011	436597	06/17/26	10015111	THE BROADCAST EXPERTS LL	995100	BROADCAST	0.00	12,000.00
1011	436598	06/17/26	10013112	THE UNITED STATES CONF.	11	MEMBER BILLING 2027	0.00	6,567.00
1011	436599	06/17/26	10009023	TIRE HUB, LLC	171710	TIRES	0.00	1,604.80
1011	436599	06/17/26	10009023	TIRE HUB, LLC	171710	TIRES	0.00	1,440.71
TOTAL	CHECK						0.00	3,045.51
1011	436600	06/17/26	10011938	T-MOBILE	275305	213930893 APR-MAY-26	0.00	71.42
1011	436601	06/17/26	10011938	T-MOBILE	171710	974300786 MAY-26	0.00	74.20
1011	436602	06/17/26	10011938	T-MOBILE	650303	982979864 MAY-26	0.00	1,655.50
1011	436603	06/17/26	00004212	TOWNSEND PUBLIC AFFAIRS	731105	GRT WRIT FINAL/JUN-26	0.00	5,000.00
1011	436603	06/17/26	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST/FINAL/JUN-26	0.00	2,018.75
1011	436603	06/17/26	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST/FINAL/JUN-26	0.00	6,056.25
TOTAL	CHECK						0.00	13,075.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	997400	RELOC DRWY 7850 BCH	0.00	21,478.50
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH/JAN-26	0.00	160.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	8150 LA PALMA/APR-26	0.00	160.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	7150 LA PALMA/MAY-26	0.00	220.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	7051 VAL VIEW/MAY-26	0.00	710.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	8150 LA PALMA/MAY-26	0.00	1,340.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	6201 LINCOLN/MAY-26	0.00	80.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	8201 COUNTRY CL/MAY26	0.00	220.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	7051 VAL VIEW/APR-26	0.00	320.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	7150 LA PALMA/APR-26	0.00	640.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	9011 KNOTT AVE/APR-26	0.00	720.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	8255 OR'THORPE/APR26	0.00	960.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH/APRIL-26	0.00	1,060.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	8201 COUNTRY CL/APR26	0.00	1,200.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	OR'THORP LLA/MAR-26	0.00	220.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH/MAR-26	0.00	560.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	6201 LINCOLN/FEB-26	0.00	820.00
1011	436604	06/17/26	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH FEB-26	0.00	1,560.00
TOTAL	CHECK						0.00	32,428.50
1011	436605	06/17/26	10015117	CHRISTY TRYON	11	RF#E26-0159/7926 LA C	0.00	100.00
1011	436606	06/17/26	10012511	TSG ENTERPRISES, INC	590189	DALE ST REHAB/MAY-26	0.00	876.00
1011	436606	06/17/26	10012511	TSG ENTERPRISES, INC	590010	SLURRY SEAL/MAY-26	0.00	462.00
1011	436606	06/17/26	10012511	TSG ENTERPRISES, INC	590004	PAVEMENT PROJ/MAY-26	0.00	534.00
TOTAL	CHECK						0.00	1,872.00
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	126143	RET/LOGTEC MSE/MIKIEW	0.00	-45.36
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	650208	RF/EASEL PADS/ESCAMIL	0.00	-26.82
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	101101	REF/CREDIT/GUERRA	0.00	-9.16
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	631140	REF/DAMAGED/COLES-GUZ	0.00	-8.91
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	650208	WATER NOT PROV/COTA	0.00	-1.49
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL/FAM.RATE/COPPIN	0.00	1.00
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	106132	MH SCHOLARSHIP/FEWER	0.00	1.80
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL/FAM.RATE/COPPIN	0.00	2.00
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	650208	PERF TRAIN/DIERINGER	0.00	3.00
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	650302	PHOTOS/COTA	0.00	4.88
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	106117	FOOD MKT MTG/COPPING	0.00	4.93
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	732044	HOMELESS/RIDE/NIELSEN	0.00	5.00
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	352567	PW WK STORM/AUBUCHON	0.00	5.80
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	6.19
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	275305	PASTRIES/VILLAPANDO	0.00	6.98
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	275305	MOTHER DAY SUPL/DAVIS	0.00	7.82
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	275305	PASTRIES/VILLAPANDO	0.00	8.75
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	732044	HOMELESS/RIDE/NIELSEN	0.00	8.97
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	650208	SHARPIE MARK/ESCAMILL	0.00	9.23
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	160105	PW WK EMP BBQ/HUNT	0.00	9.99
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	650208	BOTTLED WATER/COTA	0.00	10.43
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	732044	HOMELESS/RIDE/NIELSEN	0.00	10.43
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK ITEM/GUERRA	0.00	10.46
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	452410	GREASE CLEAN UP/MOORE	0.00	10.93
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	115110	CMCA BKFST/ALMQUIST	0.00	12.12
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	12.14
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	650302	PD OFS SUPL/COLES-GUZ	0.00	12.28
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	160105	CUSTON STAMP/AUBUCHON	0.00	12.45
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	106117	FOOD MKT MTG/COPPING	0.00	12.73
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	115110	CMCA BKFST/A.LOPEZ	0.00	12.84
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY ACCT/MARTINEZ	0.00	12.99
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	126143	KEYCHAINS/MIKIEWICZ	0.00	13.02
1011	436619	06/17/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/LOPEZ	0.00	13.38

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 18
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 101101	COUNCIL ITM/GUERRA	0.00	14.69
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650102	UAS SUBS/DIERINGER	0.00	14.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650208	PK/CLI GRAD/DIERINGER	0.00	15.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 275405	TOTTIME PHOTO/MARTINE	0.00	15.14
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 275405	TOTTIME DECOR/MARTINE	0.00	15.20
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 101101	COUNCIL ITM/GUERRA	0.00	15.96
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 115110	ZOOM CIT CLK/GUERRA	0.00	15.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 160105	ZOOM CONF/MIKHAEL	0.00	15.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 101101	ZOOM ACCT/VICUNA	0.00	15.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650303	ZOOM ACCT/NGUYEN	0.00	15.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 115110	CIT CLK SUPL/GUERRA	0.00	16.36
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	FOOD/MKT MTG/COPPING	0.00	16.95
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	UBER/TRANSPORT/COPPIN	0.00	16.98
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 275305	MOTHER DAY SUPL/DAVIS	0.00	17.38
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 275130	CAMP SUPL/MANCILLA	0.00	17.39
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	FOOD/MKT MTG/COPPING	0.00	17.54
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 101101	COUNCL DESSERT/GUERRA	0.00	17.98
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 732044	HOMELESS/RIDE/NIELSEN	0.00	17.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	FOOD/EXPLOR/COPPING	0.00	18.03
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	FOOD MKT MTG/COPPING	0.00	18.82
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 452410	WDR ST MTG REFR/MOORE	0.00	19.28
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 121110	STABRO'LCHLRNPERS/DP	0.00	19.96
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 101101	COUNCIL ITEM/GUERRA	0.00	19.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650303	AI SUBS/DIERINGER	0.00	20.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	FOOD/AIRPORT/COPPING	0.00	20.55
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 160105	OFS SUPL/MIKHAEL	0.00	20.87
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 732044	HOMELESS/RIDE/NIELSEN	0.00	20.94
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 121110	STARBUCKS/LUBETECH/GC	0.00	20.95
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650303	HDMI SWITCH/MIKIEWICZ	0.00	21.71
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 171710	EV CHARGING/NGUYEN	0.00	21.83
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 275305	PASTRIES/VILLAPANDO	0.00	22.97
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 732044	FLASHDRIVE/EDU/NIELSE	0.00	23.91
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	FOOD/MKT MTG/COPPING	0.00	24.14
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	FOOD/EXPLORE/COPPING	0.00	24.27
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRAF MOTOR/LEE	0.00	24.36
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 275305	CIFER/MO'DAY/VILLAPAN	0.00	24.87
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 732044	HOMELESS/RIDE/NIELSEN	0.00	24.93
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRAF MOTO/ORTEGA	0.00	25.50
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRAF MOTO/ORTEGA	0.00	26.14
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 106117	GOOGLE MO SUB/COPPING	0.00	26.40
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650303	PH.CSE REPL/DIERINGER	0.00	26.63
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650303	I PH.CSE/MIKIEWICZ	0.00	27.13
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 275305	COFFEE CUPS/VILLAPAND	0.00	27.35
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 101101	COUNCIL ITM/GUERRA	0.00	27.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRAF MOTO/COLON	0.00	29.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650308	PD OFS SUPL/COLES-GUZ	0.00	29.10
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 650302	PD OFS SUPL/COLES-GUZ	0.00	29.30
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 171710	FUEL/TRAF MOTO/COLON	0.00	29.30
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 101101	FLOWERS/AWARD/GUERRA	0.00	29.35
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 171710	EV CHARGING/NGUYEN	0.00	29.72
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 732044	HOMELESS/RIDE/NIELSEN	0.00	29.97
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE	PAYME 105105	ADOBE MO SUB/MEDINA	0.00	29.99

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 19
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650303	AI MO FEE/BAILEY	0.00	30.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650303	AI SUBS/NGUYEN	0.00	30.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 731120	PDAOC LUNCH/FOULKES	0.00	30.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 452410	PROJ BCH/MEAL/MOORE	0.00	31.22
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	OFS SUPL/MIKHAEL	0.00	31.53
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 732044	HOMELESS/RIDE/NIELSEN	0.00	31.97
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 732044	HOMELESS/RIDE/NIELSEN	0.00	31.98
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275105	OFS SUPL/CHAVEZ	0.00	32.28
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	FILE FOLDR SUPL/AUBUC	0.00	32.48
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRAF MOTO/ORTEGA	0.00	33.68
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRAFF MOTO/COLON	0.00	34.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275130	CAMP SUPL/MANCILLA	0.00	34.24
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 171710	CARWASH CM VEH/France	0.00	35.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	BAG FEE S.W/COPPING	0.00	35.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	TAXI/CONF/COPPING	0.00	35.21
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 171710	FUEL/TRAF MOTO/COLON	0.00	35.35
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	TAXI/TRANSPORT/COPPIN	0.00	35.72
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CIT CLK SUPL/GUERRA	0.00	35.75
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275135	P-NUT SUPL/ALARCON	0.00	36.96
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275305	MOTHER DAY SUPL/DAVIS	0.00	37.04
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275305	FOOD MOTHER DAY/DAVIS	0.00	37.12
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITM/GUERRA	0.00	37.53
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 126143	POTOARC MSE/MIKIEWICZ	0.00	38.02
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 732044	HOMELESS/RIDE/NIELSEN	0.00	38.94
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	STABRO/LCHLRNPERS/DP	0.00	38.95
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	OFS SUPL/MIKHAEL	0.00	39.50
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CITY CLK SUPL/GUERRA	0.00	39.68
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CNCA CF PK/S.GUERRA	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CMCA CF/PK/A.LOPEZ	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 452410	DONUTS/STAFF/MOORE	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CMCA PARKING/ALMQUIST	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CMCA PARKING/ALMQUIST	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CMCA PARKING/ALMQUIST	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CMCA PARKING/VICUNA	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CMCA PARKING/VICUNA	0.00	40.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650303	HDMI SWITCH/MIKIEWICZ	0.00	40.23
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 190137	EDCO CLEANUP/AUBUCHON	0.00	40.67
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 452410	PW WK SCH. SHO/MOORE	0.00	40.75
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 105105	KEYBRD/WRIST/MEDINA	0.00	41.10
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 452410	DONUTS/STAFF/MOORE	0.00	42.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CMCA 4 BKFST/LOPEZ	0.00	42.17
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275305	MOTHER DAY/MOMPELLER	0.00	42.39
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	FILE FOLDR SUPL/AUBUC	0.00	42.44
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	NATWDC/ROTHLUNCH/JC	0.00	43.19
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275210	BPCC SUPL/MORENO	0.00	43.49
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650207	SNACKS/EXPLOR/SHADOW	0.00	43.52
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650303	SURFACE PRO/DIERINGER	0.00	43.68
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121135	REPRO/PADDING/COLES-G	0.00	43.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	NATWDC/ROTHLUNCH/JC	0.00	45.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275105	VEGAN MEALS/NIELSEN	0.00	45.13
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 126143	LOGTECH MSE/MIKIEWICZ	0.00	45.36
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275405	TOTS BIG SUMR/MARTINE	0.00	45.84

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 20
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	STARBUCKS/PDRECRUT/GC	0.00	46.50
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 105105	DESKTOP GLASS/MEDINA	0.00	47.58
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275105	STAFF REFRESH/CHAVEZ	0.00	47.64
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	COFFEE SUPL/MIKHAEL	0.00	47.98
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650208	HR APPR TEAM/ESCAMILL	0.00	48.56
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 732044	HOMELESS GAS/PINEDO	0.00	50.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	DNTEXP/LCHLRNPERS/DP	0.00	50.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650407	SWAT MBR/DIERINGER	0.00	50.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 170670	TOXIC SUBSTAN/LIBUNAO	0.00	50.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 105105	SEAACA LIC RAFFL/FEWE	0.00	50.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	GFT CRD/WE LEAD/COPPI	0.00	50.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160410	HRDWAR SUPL/MIKHAEL	0.00	50.01
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650208	NAME TAGS/NGUYEN	0.00	50.57
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275160	VOLLEYBALLS/MANCILLA	0.00	51.60
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275160	VOLLEYBALLS/MANCILLA	0.00	51.60
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160106	CLIMATE COMM/HUNT	0.00	52.07
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	FOOD/EXPLOR CF/COPPIN	0.00	52.15
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	SMRTFNL/LCHLRNPERS/DP	0.00	52.48
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	OFS SUPL/MIKHAEL	0.00	52.62
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/GUERRA	0.00	53.22
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CIT CLK SUPL/GUERRA	0.00	54.36
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/GUERRA	0.00	55.45
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275405	TOTTIME SUPL/MARTINEZ	0.00	55.49
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/GUERRA	0.00	55.54
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 170670	POW FLAGS/LIBUNAO	0.00	56.10
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275405	TOTS SUM SUPL/SAUCEDA	0.00	56.41
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITEM/GUERRA	0.00	57.41
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL ITM/GUERRA	0.00	60.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	SUNDNT/JBFAIRBKFT/DP	0.00	60.95
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275305	MOTHER DAY/MOMPELLER	0.00	61.86
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275130	DECOR CAMP/MANCILLA	0.00	63.05
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	FEDEX/DK	0.00	66.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	AIRPORT/UBER/COPPING	0.00	66.44
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 121110	FEDEX/DK	0.00	66.59
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 105105	WEBCAM BRIDGET/MEDINA	0.00	66.74
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275405	TOTTIME GRAD/MARTINEZ	0.00	68.03
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275305	MO'DAY SUPL/VILLAPAND	0.00	69.24
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	ADOBE SUBS/APARICIO	0.00	69.99
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CNCA CF.VALLET/GUERRA	0.00	70.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650208	WEAPON HOLSTR/NGUYEN	0.00	71.64
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275105	STAFF REFRESH/CHAVEZ	0.00	72.15
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	AIRPORT PK FEE/COPPIN	0.00	75.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	HOTEL/MKT MTG/COPPING	0.00	77.05
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275305	MOTHER DAY SUP/MOMPEL	0.00	80.13
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	OFS SUPL/MIKHAEL	0.00	81.54
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275305	OFS SUPL/VILLAPANDO	0.00	84.01
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 550503	PPID ZIP BAGS/PLUMLEE	0.00	86.64
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 115110	CIT CLK SUPL/GUERRA	0.00	92.43
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	LYFT/MKT MTG/COPPING	0.00	93.13
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	PW WK EMP BBQ/AUBUCHO	0.00	96.50
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	PW WK LUNCH/HUNT	0.00	99.31
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	PQ WK BBQ/PORTER	0.00	99.48

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 21
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	115110 GFT CRD/WE LEAD/COPPI	0.00	100.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650208 ADM MGT CHO/DIERINGER	0.00	100.11
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275305 OFS SUPL/VILLAPANDO	0.00	103.58
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650303 FLASH DRIVE/MIKIEWICZ	0.00	116.26
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	115110 DR.BOX ALMQUIST/LOPEZ	0.00	119.88
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	731120 DROP BX PLUS/FOULKES	0.00	119.88
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	452410 PROJ BCH/MEAL/MOORE	0.00	123.22
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275135 P-NUT SUPL/ALARCON	0.00	124.57
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	106117 HOTEL/EXPLOR/COPPING	0.00	129.81
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	101101 BEST/BRAVE/CNCL/LOPEZ	0.00	130.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	101101 FULLERTON ST CIT/LOPE	0.00	130.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	121110 NATWDC/ROTHLUNCH/JC	0.00	138.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275145 SCHEDUL SFTWR/HURTADO	0.00	140.52
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275210 BPCC SUPL/MORENO	0.00	142.44
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	160105 PW WK LUNCH/HUNT	0.00	143.20
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650303 CRAMMAR SUBS/NGUYEN	0.00	144.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	121110 DNTEXP/LCHLRNPERS/DP	0.00	147.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	106117 HOSTED MEDIA/APARICIO	0.00	147.36
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275105 OFS FURNITURE/CHAVEZ	0.00	148.24
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650404 SAC 911 EVENT/SHADOW	0.00	152.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275105 STAFF REFRESH/CHAVEZ	0.00	161.43
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	860820 POOL DECOYS/LIBUNAO	0.00	169.62
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	106117 HOSTED MEDIA/APARICIO	0.00	170.16
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	452410 GRS SPILL/MEAL/MOORE	0.00	170.94
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275310 BINGO SUPL/VILLAPANDO	0.00	172.57
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	732031 ECON DEV SUPL/COLES-G	0.00	173.97
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	106117 HOTEL/MKT MGT/COPPING	0.00	184.24
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275305 OFS SUPL/VILLAPANDO	0.00	185.01
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	121110 CHILIS/PDRECRUIT/GC	0.00	187.47
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	875805 FILE CABINET/VILLAPAN	0.00	191.39
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650601 5TB MY PASSP/ESCAMILL	0.00	194.66
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650207 GLS DIGIT PLAQ/SHADDO	0.00	199.88
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650404 SAC 911 EVENT/SHADOW	0.00	200.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	101101 OCCOG CF/FRANCO/GUERR	0.00	200.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650103 ADMISSION/MADD/COTA	0.00	232.86
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	732044 HOMELESS FOOD/PINEDO	0.00	241.82
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	126152 ONLINE WTR GTWAY/HYUN	0.00	243.40
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	115110 WE LED BP SCH/AUBUCHO	0.00	245.70
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650303 PHOTOPIA SUBS/MIKIEWI	0.00	249.95
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275130 CAMP SUPL/MANCILLA	0.00	264.16
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	275305 MURAL GUARD/MARTINEZ	0.00	280.24
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	121110 CANVA/HRMARKTING/DP	0.00	300.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	11 FOOD MOTHER DAY/DAVIS	0.00	300.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650405 INS.K9 JUNO/PLUMLEE	0.00	306.48
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	101101 COUNCIL DINNER/LOPEZ	0.00	319.49
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	352363 PW UTIL SUPPL/COLES-G	0.00	336.37
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	101101 HOTEL SCAG/FRANCO/LOP	0.00	353.41
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	860810 BSKETBALL NET/LIBUNAO	0.00	354.17
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	650208 RANGE TARGETS/SHADOW	0.00	361.34
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	121110 KNTS/JBFAIRLCH/DP	0.00	366.87
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	126143 SAMSUNG TV/MIKIEWICZ	0.00	384.44
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME	860810 DOGBAG DISPEN/LIBUNAO	0.00	391.47

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 22
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 160105	PW WK EMP BBQ/HUNT	0.00	401.58
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 101101	COUNCIL DINNER/LOPEZ	0.00	427.27
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	CHATGPT SUBS/COPPING	0.00	480.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 560211	PANELS/PORTER	0.00	493.81
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650601	SKIM SCAN/ESCAMILLA	0.00	495.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106117	SUBS SEND MAIL/APARIC	0.00	519.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 731120	APA DUES/LUNA/FOULKES	0.00	646.80
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650207	EXPLORER FOOD/BAILEY	0.00	688.06
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650208	REG/TRAINING/SHADOW	0.00	690.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 11	PT/BRUNCH PYMT/COTA	0.00	750.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 731105	TEXT MESSAGES/FEWER	0.00	750.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 352363	PW WK EMP BBQ/HUNT	0.00	800.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 275105	IN-SVC MEALS/HURTADO	0.00	800.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106127	LUN/VOLUNTEER/SAUCEDA	0.00	900.00
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 105105	CAPIO CF HOTEL/FRANCE	0.00	919.44
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 11	PD APPR.BRUNCH/GEYER	0.00	1,293.72
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 11	PAB BREAKFAST/PLUMLEE	0.00	1,293.72
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 650404	PUSH HEADSET/SHADOW	0.00	1,430.77
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 106127	LUNCH VOLUNTEERS/BOX	0.00	1,651.28
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 170670	DISWASHER REP/LIBUNAO	0.00	1,870.28
1011	436619	06/17/26	00010474	U.S.BANK	CORPORATE PAYME 352363	PW UTIL/SUPL/COLES-GU	0.00	4,199.02
TOTAL CHECK							0.00	38,756.23
1011	436620	06/17/26	10014340	UA FULLERTON LLC	11	DAY CAMP 7/09/26	0.00	2,259.68
1011	436621	06/17/26	00000416	UNDERGROUND SVC.	ALERT/SC 352363	DIG ALERT BOARD	0.00	89.43
1011	436621	06/17/26	00000416	UNDERGROUND SVC.	ALERT/SC 352363	DIG ALERT TICKETS	0.00	416.35
TOTAL CHECK							0.00	505.78
1011	436622	06/17/26	10008867	UNITED STATES POSTAL SER	121135	POSTAGE REPLENISHMENT	0.00	10,000.00
1011	436623	06/17/26	10014588	VALUED ENGINEERING, INC.	590195	CRESCENT MEDIAN/MAR26	0.00	7,032.50
1011	436623	06/17/26	10014588	VALUED ENGINEERING, INC.	590195	CRESCENT MEDIAN/MAY26	0.00	9,995.00
TOTAL CHECK							0.00	17,027.50
1011	436624	06/17/26	10015116	VAN BICH DO	11	RF#E26-0140/7413 EL V	0.00	100.00
1011	436625	06/17/26	00001911	JEFF VAN SICKLE	275135	YT OFFIC 5/30-6/12/26	0.00	150.00
1011	436626	06/17/26	10003356	VCA ANIMAL HOSPITALS, IN	650405	DR 6/9/26 K9 MAGGIE	0.00	102.74
1011	436627	06/17/26	10009230	VERIZON BUSINESS	170670	4123237 X26 MAY-26	0.00	450.23
1011	436628	06/17/26	10002032	VERIZON WIRELESS	860810	242794522-00001 APR26	0.00	152.11
1011	436628	06/17/26	10002032	VERIZON WIRELESS	352363	242794522-00001 APR26	0.00	263.84
1011	436628	06/17/26	10002032	VERIZON WIRELESS	170670	242794522-00001 APR26	0.00	59.82
1011	436628	06/17/26	10002032	VERIZON WIRELESS	352567	242794522-00001 APR26	0.00	111.70
1011	436628	06/17/26	10002032	VERIZON WIRELESS	160105	242794522-00001 APR26	0.00	130.38
TOTAL CHECK							0.00	717.85
1011	436629	06/17/26	10002032	VERIZON WIRELESS	170670	242794522-00001 JAN26	0.00	147.44
1011	436629	06/17/26	10002032	VERIZON WIRELESS	860810	242794522-00001 JAN26	0.00	152.95

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 23
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436629	06/17/26	10002032	VERIZON WIRELESS	352567	242794522-00001 JAN26	0.00	155.63
1011	436629	06/17/26	10002032	VERIZON WIRELESS	352363	242794522-00001 JAN26	0.00	745.37
1011	436629	06/17/26	10002032	VERIZON WIRELESS	160105	242794522-00001 JAN26	0.00	131.10
TOTAL	CHECK						0.00	1,332.49
1011	436630	06/17/26	10002032	VERIZON WIRELESS	170670	242794522-00001 FEB26	0.00	147.44
1011	436630	06/17/26	10002032	VERIZON WIRELESS	860810	242794522-00001 FEB26	0.00	152.95
1011	436630	06/17/26	10002032	VERIZON WIRELESS	352567	242794522-00001 FEB26	0.00	155.63
1011	436630	06/17/26	10002032	VERIZON WIRELESS	352363	242794522-00001 FEB26	0.00	745.37
1011	436630	06/17/26	10002032	VERIZON WIRELESS	160105	242794522-00001 FEB26	0.00	131.10
TOTAL	CHECK						0.00	1,332.49
1011	436631	06/17/26	10002032	VERIZON WIRELESS	170670	242794522-00001 MAR26	0.00	147.44
1011	436631	06/17/26	10002032	VERIZON WIRELESS	860810	242794522-00001 MAR26	0.00	152.95
1011	436631	06/17/26	10002032	VERIZON WIRELESS	352567	242794522-00001 MAR26	0.00	155.63
1011	436631	06/17/26	10002032	VERIZON WIRELESS	352363	242794522-00001 MAR26	0.00	745.37
1011	436631	06/17/26	10002032	VERIZON WIRELESS	160105	242794522-00001 MAR26	0.00	131.10
TOTAL	CHECK						0.00	1,332.49
1011	436632	06/17/26	10002032	VERIZON WIRELESS	631140	542373150-00002 MAY26	0.00	153.44
1011	436633	06/17/26	10008881	VOHNE LICHE KENNELS, INC	650405	MO TRAIN K9/MAY-26	0.00	500.00
1011	436634	06/17/26	10009561	WATER SOURCE SOLUTIONS I	170670	WATER FILTER SYSTEM	0.00	150.08
1011	436634	06/17/26	10009561	WATER SOURCE SOLUTIONS I	106131	WATER FILTER SYSTEM	0.00	225.12
TOTAL	CHECK						0.00	375.20
1011	436635	06/17/26	00000141	WEST COAST ARBORISTS INC	560641	ANN TREE TRIM/MAY-26	0.00	27,163.60
1011	436636	06/17/26	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLEYBALL/SPRING-26	0.00	831.25
1011	436637	06/17/26	10013257	WORKCARE, INC.	121110	WELLNESS/MAY-26	0.00	13,004.85
1011	436638	06/17/26	10006857	YARDLEY ORGILL CO., INC.	352363	BALLARDS FOR HYDRANT	0.00	250.13
1011	436638	06/17/26	10006857	YARDLEY ORGILL CO., INC.	352363	CHLORINE TABS	0.00	341.34
1011	436638	06/17/26	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK FOR WAREHOUSE	0.00	432.01
1011	436638	06/17/26	10006857	YARDLEY ORGILL CO., INC.	352363	ANGLE VALVES	0.00	1,368.73
1011	436638	06/17/26	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT DESCANSO	0.00	2,601.04
1011	436638	06/17/26	10006857	YARDLEY ORGILL CO., INC.	352363	SAMPLE STATION	0.00	161.91
TOTAL	CHECK						0.00	5,155.16
1011	436639	06/17/26	10015134	SOON YOON	11	REF RF-26-132	0.00	539.94
1011	436639	06/17/26	10015134	SOON YOON	731150	REF RF-26-132	0.00	36.50
1011	436639	06/17/26	10015134	SOON YOON	731180	REF RF-26-132	0.00	292.00
TOTAL	CHECK						0.00	868.44
1011	436640	06/17/26	10012296	YOUNG CHAMPIONS RECREATI	275120	KARATE/DEFENSE SPR-26	0.00	2,859.50
1011	V436641	06/17/26	10014232	FIT KIT INC	632118	VIP REBATE/MAY-26	0.00	7,000.00
1011	V436642	06/17/26	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	690.00

SUNGARD PUBLIC SECTOR
DATE: 06/17/2026
TIME: 14:55:38

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 24
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260604 00:00:00.000' and '20260617 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V436643	06/17/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,190.00
1011	V436643	06/17/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	9,170.18
TOTAL CHECK							0.00	11,360.18
1011	V436644	06/17/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	30.00
1011	V436644	06/17/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	350.00
TOTAL CHECK							0.00	380.00
1011	V436645	06/17/26	10009520	THE ECOHERO SHOW, LLC	190137	SCH.CLS RM.PERF/MAY26	0.00	2,890.00
1011	V436645	06/17/26	10009520	THE ECOHERO SHOW, LLC	160109	SCH.CLS.RM PERF/MAY26	0.00	2,920.00
TOTAL CHECK							0.00	5,810.00
1011	V436646	06/17/26	00002073	HOUSE OF IMPORTS	632118	VIP REBATE/MAY-26	0.00	2,000.00
1011	V436647	06/17/26	00000054	TED JONES FORD INC.	171710	JET KIT	0.00	41.87
1011	V436647	06/17/26	00000054	TED JONES FORD INC.	171710	COOLANT HOSE	0.00	310.78
1011	V436647	06/17/26	00000054	TED JONES FORD INC.	171710	DRAIN PLUG	0.00	25.67
1011	V436647	06/17/26	00000054	TED JONES FORD INC.	171710	REAR SHOCKS	0.00	388.54
TOTAL CHECK							0.00	766.86
1011	V436648	06/17/26	10015122	NI BUENA PARK ,LLC	632118	VIP REBATE/MAY-26	0.00	1,500.00
1011	V436649	06/17/26	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET.MED.PROG/JUNE-26	0.00	2,480.00
1011	V436650	06/17/26	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	127.45
1011	V436650	06/17/26	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	194.72
TOTAL CHECK							0.00	322.17
1011	V436651	06/17/26	10014025	PROCURE AMERICA LLC	660240	UTIL 11/1/25-1/31/26	0.00	6,023.44
1011	V436652	06/17/26	10009496	T & G GLOBAL, LLC	170670	LED TREE MT/MAY-26	0.00	1,517.06
1011	V436653	06/17/26	10011660	YUNEX, LLC	560230	TRF SIG MT/APRIL-26	0.00	8,670.05
1011	V436653	06/17/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/APRIL-26	0.00	1,029.02
1011	V436653	06/17/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/APR-26	0.00	1,908.79
1011	V436653	06/17/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/APRIL-26	0.00	4,492.68
1011	V436653	06/17/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/APRIL-26	0.00	6,729.56
TOTAL CHECK							0.00	22,830.10
TOTAL CASH ACCOUNT							1,456.18	3,912,975.87
TOTAL FUND							1,456.18	3,912,975.87
TOTAL REPORT							1,456.18	3,912,975.87

<u>Voided Check Numbers</u>	<u>Date Printed</u>
436403	6/17/2026
436584	
436585	
436607	
436608	
436609	
436610	
436611	
436612	
436613	
436614	
436615	
436616	
436617	
436618	

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,280,195.76 DEMAND NOS., 456654 THROUGH 436821 CANCELLED NO 435421 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. 456654 through 436821 the sum of \$1,280,195.76 set forth on the 12-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 _____ 2026 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 _____ 2026

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	435421 V	04/08/26	10004046	LIGHT SOURCE PRINTING, I	106117	SHIPPING GUIDES	0.00	-239.00
1011	436654	06/30/26	00000330	A & A WIPING CLOTH INC	11	RAGS COLORED KNIT SELE	145.25	1,805.25
1011	436656	06/30/26	10003794	A T & T	650302	9391026110 JUNE-26	0.00	36.20
1011	436656	06/30/26	10003794	A T & T	860810	9391026053 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	650302	9391026085 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	650302	9391026080 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	650302	9391026099 JUNE-26	0.00	32.52
1011	436656	06/30/26	10003794	A T & T	650302	9391026095 JUNE-26	0.00	32.52
1011	436656	06/30/26	10003794	A T & T	650302	9391026065 JUNE-26	0.00	32.53
1011	436656	06/30/26	10003794	A T & T	650302	9391026066 JUNE-26	0.00	32.53
1011	436656	06/30/26	10003794	A T & T	650302	9391026075 JUNE-26	0.00	36.00
1011	436656	06/30/26	10003794	A T & T	170670	9391026100 JUNE-26	0.00	62.72
1011	436656	06/30/26	10003794	A T & T	650302	9391026090 JUNE-26	0.00	94.35
1011	436656	06/30/26	10003794	A T & T	650302	9391026064 JUNE-26	0.00	125.43
1011	436656	06/30/26	10003794	A T & T	650302	9391026059 JUNE-26	0.00	156.40
1011	436656	06/30/26	10003794	A T & T	650302	9391031460 JUNE-26	0.00	178.87
1011	436656	06/30/26	10003794	A T & T	650302	9391026074 JUNE-26	0.00	187.51
1011	436656	06/30/26	10003794	A T & T	650302	9391026092 JUNE-26	0.00	218.36
1011	436656	06/30/26	10003794	A T & T	650302	9392050226 JUNE-26	0.00	255.80
1011	436656	06/30/26	10003794	A T & T	170670	9391026051 JUNE-26	0.00	412.38
1011	436656	06/30/26	10003794	A T & T	126143	9391026115 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	170670	9391050380 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	170670	9391026113 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	170670	9391026112 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	170670	9391026055 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	170670	9391026056 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	170670	9391026107 JUNE-26	0.00	32.14
1011	436656	06/30/26	10003794	A T & T	170670	9391036465 JUNE-26	0.00	463.87
TOTAL CHECK							0.00	2,679.39
1011	436657	06/30/26	10012737	A T & T GLOBAL LEGAL	650303	LEATRK#26-05246/MAY26	0.00	430.00
1011	436658	06/30/26	10004247	A T & T MOBILITY	631140	287260985373 JUNE-26	0.00	257.65
1011	436659	06/30/26	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL	0.00	678.00
1011	436660	06/30/26	10015151	ALBERT ABKARIAN A PROFES	107420	GEN CLAIM STLMT#23-54	0.00	31,999.00
1011	436661	06/30/26	00010359	ADMINSURE INC	62	WKS COMP ADM/JULY-26	0.00	12,387.00
1011	436662	06/30/26	10014655	ADVEXURE, LLC	651607	DJI MATRICE 4 THERMAL	0.00	9,704.17
1011	436663	06/30/26	00009426	AESCO TECHNOLOGIES INC	590189	DALE ST/FINAL/JUNE-26	0.00	17,600.00
1011	436664	06/30/26	00005342	AGA ENGINEERS, INC.	590188	DESIGN HSIP/MAY-26	0.00	739.92
1011	436665	06/30/26	10012896	AGILE OCCUPATIONAL MEDIC	121110	PRE-EMP PHYS/MAY-26	0.00	6,568.00
1011	436665	06/30/26	10012896	AGILE OCCUPATIONAL MEDIC	121110	PRE-EMP PHYS/MAR-26	0.00	1,915.00
TOTAL CHECK							0.00	8,483.00

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436666	06/30/26	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD.MAY-JUN26	0.00	1,396.44
1011	436666	06/30/26	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD MAY, JUN26	0.00	2,297.14
TOTAL CHECK							0.00	3,693.58
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	860810	JANITORIAL SVC	0.00	1,450.00
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	860810	JANITORIAL SVC	0.00	1,450.00
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	875805	JANITORIAL SVC	0.00	2,525.64
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	650306	JANITORIAL SVC	0.00	8,276.82
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	170670	JANITORIAL SVC	0.00	21,277.53
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	875805	JANITORIAL SVC	0.00	2,525.64
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	650306	JANITORIAL SVC.	0.00	8,276.82
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	170670	JANITORIAL SVC	0.00	21,277.53
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	875805	JANITORIAL SVC	0.00	2,525.64
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	650306	JANITORIAL SVC	0.00	8,276.82
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	170670	JANITORIAL SVC	0.00	21,277.53
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	875805	JANITORIAL SVC	0.00	2,525.64
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	650306	JANITORIAL SVC	0.00	8,276.82
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	170670	JANITORIAL SVC	0.00	21,277.53
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	170670	FLOOR SVC	0.00	855.00
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	170670	JANITORIAL DEC-25	0.00	4,119.87
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	650306	JANITORIAL DEC-25	0.00	17,497.04
1011	436667	06/30/26	10012598	UNIVERSAL BUILDING MAINT	875805	JANITORIAL DEC-25	0.00	1,286.42
TOTAL CHECK							0.00	187,058.28
1011	436668	06/30/26	00006012	AMBIUS INC	170670	PLANT MAINT/JUNE-26	0.00	372.02
1011	436669	06/30/26	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	60.50
1011	436669	06/30/26	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	322.69
TOTAL CHECK							0.00	383.19
1011	436670	06/30/26	00009015	TAJEN GRAPHICS, INC	275210	250TH BANNER	0.00	928.50
1011	436670	06/30/26	00009015	TAJEN GRAPHICS, INC	275205	ARTIST POSTERS	0.00	104.40
1011	436670	06/30/26	00009015	TAJEN GRAPHICS, INC	275205	ARTIST POSTERS	0.00	104.40
TOTAL CHECK							0.00	1,137.30
1011	436671	06/30/26	10007684	BEST LAWNMOWER, INC	560210	SUPPLIES	0.00	446.90
1011	436672	06/30/26	10014704	BLACK KNIGHT INFOSERV, L	732031	SITE X PRO/JUNE-26	0.00	300.00
1011	436673	06/30/26	10011115	BLANK ROME LLP	110105	ADV.BUTTERFLY/MAY-26	0.00	217.43
1011	436674	06/30/26	10011087	BLITZZ, INC.	11	ANNUAL MEMBERSHIP	0.00	1,251.00
1011	436675	06/30/26	10014363	BLUE TRITON BRANDS, INC	170670	BOTTLED WATER SVC	0.00	1,177.68
1011	436676	06/30/26	10015149	BOK, JEONG SU	52	UB REFUND	0.00	167.92
1011	436677	06/30/26	00000011	MANHATTAN STITCHING COMP	352363	#K620 - PORT AUTHORITY	0.00	25.00
1011	436677	06/30/26	00000011	MANHATTAN STITCHING COMP	160410	#K620 - PORT AUTHORITY	0.00	25.00

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436677	06/30/26	00000011	MANHATTAN STITCHING	COMP 160410	#LK200 - PORT AUTHORIT	0.00	40.00
1011	436677	06/30/26	00000011	MANHATTAN STITCHING	COMP 160410	#L510 - PORT AUTHORITY	0.00	44.00
1011	436677	06/30/26	00000011	MANHATTAN STITCHING	COMP 160410	#J406 - PORT AUTHORITY	0.00	65.00
1011	436677	06/30/26	00000011	MANHATTAN STITCHING	COMP 160410	SALES TAX	0.00	17.41
TOTAL CHECK							0.00	216.41
1011	436678	06/30/26	10013147	BRODMANN BROTHER'S, INC.	732031	HIP-252604 WILKINS-SM	0.00	22,320.00
1011	436679	06/30/26	10011862	PETER JOSEPH BUCKNAM	560211	PAVEMENT PROJ/MAY-26	0.00	7,844.45
1011	436680	06/30/26	00000015	BUENA PARK LOCK & KEY SH	170670	LOCKS	0.00	129.10
1011	436681	06/30/26	00000759	BUENA PARK PLAQUE & TROP	275110	MEMORIAL GROVE PLAQUE	0.00	4,379.20
1011	436682	06/30/26	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS 5/26	0.00	3,135.80
1011	436683	06/30/26	10012650	ADAM CAMPIZTA	171710	AN TOOL REIMB FY25-26	0.00	280.58
1011	436684	06/30/26	00004511	TOM CARNEY	171710	FUEL/CITY VEH/MAY-26	0.00	20.07
1011	436685	06/30/26	10012050	SERGIO CASTILLO	275135	YT OFFIC 6/13-26/26	0.00	100.00
1011	436686	06/30/26	10015153	CCK BUILDERS INC	11	REF DM-26-7 WASTE	0.00	2,400.00
1011	436687	06/30/26	10013772	DAVID CENICEROS	11	SUMMER CONCERT 8/5/26	0.00	3,200.00
1011	436688	06/30/26	10012931	CHARTER COMMUNICATIONS	170670	488670701 JUNE-26	0.00	832.97
1011	436689	06/30/26	10012931	CHARTER COMMUNICATIONS	650302	188676401 JUNE-26	0.00	13.47
1011	436690	06/30/26	10012931	CHARTER COMMUNICATIONS	170670	188676501 JUNE-26	0.00	832.97
1011	436691	06/30/26	10007941	CHARTER COMMUNICATIONS H	650404	884400240089222 JUN26	0.00	12.41
1011	436692	06/30/26	10014493	CIM ENTERPRISES	11	REF#E25-0073 PERMIT	0.00	9,900.00
1011	436693	06/30/26	00001357	CM WASH EQUIPMENT INC.	171710	REPLACEMENT HOSES	0.00	635.73
1011	436694	06/30/26	00005774	THE CODE GROUP, INC.	731150	BLDG INSP/MAY-26	0.00	22,292.50
1011	436694	06/30/26	00005774	THE CODE GROUP, INC.	731150	BLDG.INSP/MAY-26	0.00	5,067.50
TOTAL CHECK							0.00	27,360.00
1011	436695	06/30/26	10006011	COMMERCIAL CONTROLS CORP	650303	MO PD ACCESS/JUNE-26	0.00	2,400.00
1011	436696	06/30/26	10015100	CONCERN EMPLOYEE ASSISTA	121110	VIRTUAL SUPPORT	0.00	1,260.00
1011	436697	06/30/26	10002389	COUNTY OF ORANGE TREASUR	550502	CITES SUR CHG/MAY-26	0.00	14,738.50
1011	436698	06/30/26	10002389	COUNTY OF ORANGE TREASUR	115115	VERIFY SIG/PETITION	0.00	23,881.60
1011	436699	06/30/26	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS BILL/JUNE-26	0.00	2,478.00

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436700	06/30/26	10002389	COUNTY OF ORANGE TREASUR	650404	MO.TECH CHG/MAR-26	0.00	245.39
1011	436701	06/30/26	10011407	COYOTE,WILDLIFE & PEST S	160108	10 DAY COYOTE ABATE	0.00	2,300.00
1011	436702	06/30/26	10000671	COOPERATIVE PERSONNEL SE	121110	PD REC CLK TEST/JUN26	0.00	2,002.00
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	9.27
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	14.25
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	14.25
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	111.77
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	13.32
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	46.68
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	54.69
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	55.82
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	138.53
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	651612	UNIFORMS	0.00	31.98
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	651612	UNIFORMS	0.00	46.11
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	218.40
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	222.90
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	729.24
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	748.03
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	882.89
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	274.37
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	650407	UNIFORMS	0.00	199.80
1011	436703	06/30/26	10011541	L.N. CURTIS AND SONS	651612	UNIFORMS	0.00	109.71
TOTAL CHECK							0.00	3,922.01
1011	436704	06/30/26	10008234	CUSTOM INTERIORS BY SONN	171710	TIRE PICK UP	0.00	532.00
1011	436705	06/30/26	00003865	DAVID TAUSSIG & ASSOCIAT	11	CFD SVCS APR-MAY-26	0.00	525.00
1011	436706	06/30/26	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/MAY-26	0.00	2,137.00
1011	436706	06/30/26	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/MAY-26	0.00	66.00
TOTAL CHECK							0.00	2,203.00
1011	436707	06/30/26	10015120	DIJAMCO, MIHYANG	52	UB REFUND	0.00	30.32
1011	436708	06/30/26	00004016	DISPENSING TECHNOLOGY CO	560211	#UPM90-00019 UPM COL	173.17	2,407.63
1011	436708	06/30/26	00004016	DISPENSING TECHNOLOGY CO	560211	FREIGHT	0.00	250.00
TOTAL CHECK							173.17	2,657.63
1011	436709	06/30/26	10015090	MAKENZIE DOWLIN	275150	SCOREKEEP 6/6-19/26	0.00	170.00
1011	436710	06/30/26	10015123	CONESTOGA MFG. LLC	190137	COMPOST SPREADER	0.00	10,038.29
1011	436711	06/30/26	10012764	EFFICIENT X-RAY, INC	650307	BIOHAZ WASTE 6/8/26	0.00	79.88
1011	436712	06/30/26	10002187	ENGINEERING RESOURCES OF	590185	KNOTT AVE REHAB/MAY26	0.00	9,017.50
1011	436713	06/30/26	10015144	DANIEL ENGSTROM	11	SUMR CONCERT 7/29/26	0.00	1,800.00
1011	436714	06/30/26	10008311	EVERETT DOREY, LLP	107420	RHIE, GRACE	0.00	2,268.00

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436715	06/30/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTER/PUMP	0.00	198.84
1011	436715	06/30/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	28.44
TOTAL	CHECK						0.00	227.28
1011	436716	06/30/26	10007059	FIVESTAR RUBBER STAMP ET	631140	BADGE	0.00	17.94
1011	436716	06/30/26	10007059	FIVESTAR RUBBER STAMP ET	275110	BADGE	0.00	14.19
1011	436716	06/30/26	10007059	FIVESTAR RUBBER STAMP ET	275110	BADGE	0.00	13.94
TOTAL	CHECK						0.00	46.07
1011	436717	06/30/26	10003190	FOOD 4 LESS	275405	LITTLE TOTS SUPPLIES	0.00	36.27
1011	436717	06/30/26	10003190	FOOD 4 LESS	275305	FATHERS DAY EVENT	0.00	291.44
1011	436717	06/30/26	10003190	FOOD 4 LESS	275205	ARTIST RECEPTION	0.00	43.96
1011	436717	06/30/26	10003190	FOOD 4 LESS	275405	COM CTR SUPPLIES	0.00	17.77
1011	436717	06/30/26	10003190	FOOD 4 LESS	275210	JUNETEENTH SNACKS	0.00	109.55
1011	436717	06/30/26	10003190	FOOD 4 LESS	275130	SUMMER PROGRAM	0.00	151.23
1011	436717	06/30/26	10003190	FOOD 4 LESS	275130	STEM SUMMER CAMP	0.00	32.38
1011	436717	06/30/26	10003190	FOOD 4 LESS	275125	POOL SNACKS	0.00	138.21
TOTAL	CHECK						0.00	820.81
1011	436718	06/30/26	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	560.95
1011	436719	06/30/26	00000466	FRIENDS OF BUENA PARK YO	275220	REIMB SUPL/FROZEN	0.00	3,250.00
1011	436719	06/30/26	00000466	FRIENDS OF BUENA PARK YO	275220	20%TICK SALES JUNE-26	0.00	3,201.08
TOTAL	CHECK						0.00	6,451.08
1011	436720	06/30/26	00004593	FUN ON THE FARM, INC.	275120	HORSE CAMP DAY/SUM26	0.00	199.50
1011	436721	06/30/26	10001849	SAN FERNANDO VALLEY ALAR	170670	ALARM MONITORING	0.00	168.00
1011	436722	06/30/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	25.00
1011	436722	06/30/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	449.22
1011	436722	06/30/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	179.11
TOTAL	CHECK						0.00	653.33
1011	436723	06/30/26	10015154	GERARDO GARCES	107420	GEN CLAIM STLMT#26-16	0.00	4,040.00
1011	436724	06/30/26	10012721	LAURA FRANKS	650105	CR,BKGR INVEST/JUNE26	0.00	1,600.00
1011	436725	06/30/26	00008590	ALEJANDRO GONZALEZ	160110	TRAIN SUBSIDY/MAY-26	0.00	125.00
1011	436726	06/30/26	10009816	GOVERNMENT TRAINING AGEN	650302	REC.CLK 10/12-16/26	0.00	625.00
1011	436726	06/30/26	10009816	GOVERNMENT TRAINING AGEN	650302	REC CLK 10/12-16/26	0.00	625.00
TOTAL	CHECK						0.00	1,250.00
1011	436727	06/30/26	10006406	GRAFIX SYSTEMS	171710	GRAFIX	0.00	323.95
1011	436728	06/30/26	10012288	HASA INC.	860820	CHEMICALS	0.00	925.65
1011	436728	06/30/26	10012288	HASA INC.	860820	CHEMICALS	0.00	1,758.52
TOTAL	CHECK						0.00	2,684.17
1011	436729	06/30/26	10006460	JUDITH STEPHANIE HERZ	275210	BP CHORUS/MAY-26	0.00	73.32

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436729	06/30/26	10006460	JUDITH STEPHANIE HERZ	275210	BP CHORUS/JUNE-26	0.00	73.32
TOTAL	CHECK						0.00	146.64
1011	436730	06/30/26	10013659	HI STANDARD AUTOMOTIVE,	650701	UPFIT PD VEH/JUNE-26	0.00	7,897.09
1011	436730	06/30/26	10013659	HI STANDARD AUTOMOTIVE,	171710	UPFIT PD VEH/JUNE-26	0.00	7,897.10
TOTAL	CHECK						0.00	15,794.19
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	560210	SUPPLIES	0.00	63.94
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	560210	SUPPLIES	0.00	177.48
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	53.85
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	22.60
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	39.57
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	134.58
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	45.18
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	53.45
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	CREDIT MEMO	0.00	-24.50
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	170670	SMALL TOOLS	0.00	235.91
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	275405	VACUUM FOR BPCC	0.00	247.81
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	352570	AIR PLUGS	0.00	6.23
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	275405	BPCC SUPPLIES	0.00	57.01
1011	436731	06/30/26	00000057	HOME DEPOT / GECF	275130	SUMMER PARK PROGRAM	0.00	136.84
TOTAL	CHECK						0.00	1,249.95
1011	436732	06/30/26	10013205	CONNIE HURTADO	275145	REIMB/SLING/JUNE-26	0.00	148.73
1011	436733	06/30/26	10008985	INDEPENDENT	731120	#164297 NOTICE	0.00	390.00
1011	436733	06/30/26	10008985	INDEPENDENT	352363	#00163728 NOTICE	0.00	360.00
TOTAL	CHECK						0.00	750.00
1011	436734	06/30/26	00009561	TRADITIONAL AUTO SUPPLY	171710	OIL FILTER	0.00	31.46
1011	436734	06/30/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	82.05
1011	436734	06/30/26	00009561	TRADITIONAL AUTO SUPPLY	171710	DRIVE SHAFT	0.00	1,341.76
1011	436734	06/30/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	395.91
TOTAL	CHECK						0.00	1,851.18
1011	436735	06/30/26	10015147	JB BOSTICK, LLC	11	REF#E26-0167 PERMIT	0.00	7,650.00
1011	436736	06/30/26	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	3,137.33
1011	436737	06/30/26	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/MAY-26	0.00	3,924.00
1011	436737	06/30/26	00000674	RICHARD D. JONES A PROF.	631140	CODE ENF/MAY-26	0.00	2,250.00
1011	436737	06/30/26	00000674	RICHARD D. JONES A PROF.	631140	5832 DARLINGTON/MAY26	0.00	4,285.29
1011	436737	06/30/26	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/MAY-26	0.00	50.00
TOTAL	CHECK						0.00	10,509.29
1011	436738	06/30/26	10015143	BENJAMIN KHALIL	52	REF#E26-0094	0.00	5,850.00
1011	436738	06/30/26	10015143	BENJAMIN KHALIL	11	RF/#E26-0094/5542 KIN	0.00	195.00
TOTAL	CHECK						0.00	6,045.00
1011	436739	06/30/26	10012442	KIMLEY-HORN AND ASSOCIAT	190066	SAFE ROUTE/FEB-26	0.00	19,127.66
1011	436739	06/30/26	10012442	KIMLEY-HORN AND ASSOCIAT	190066	SAFE RUTE/FINAL/MAR26	0.00	45,845.24
TOTAL	CHECK						0.00	64,972.90

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436740	06/30/26	10009795	RCA INVESTMENTS INC	171710	REAR BRAKES	0.00	1,028.50
1011	436740	06/30/26	10009795	RCA INVESTMENTS INC	171710	REAR TIRE	0.00	457.18
1011	436740	06/30/26	10009795	RCA INVESTMENTS INC	171710	HOLDER/HELMUT CABLE	0.00	384.90
TOTAL	CHECK						0.00	1,870.58
1011	436741	06/30/26	10015148	JUAN LOPEZ	11	REF#E25-0322 PERMIT	0.00	200.00
1011	436741	06/30/26	10015148	JUAN LOPEZ	52	REF#E25-0322 PERMIT	0.00	2,250.00
TOTAL	CHECK						0.00	2,450.00
1011	436742	06/30/26	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	45.81
1011	436742	06/30/26	00000077	LU'S LIGHTHOUSE INC	171710	FUES/LENS	0.00	35.10
1011	436742	06/30/26	00000077	LU'S LIGHTHOUSE INC	171710	ZIP TIES	0.00	30.64
TOTAL	CHECK						0.00	111.55
1011	436743	06/30/26	10012925	THE JAY PARTICLE LLC	275120	NASA SPACE/SUMMR-26	0.00	125.02
1011	436744	06/30/26	10009373	MAINTEX, INC	11	GRAFFITI X #420 1-QT	65.34	812.09
1011	436745	06/30/26	10015019	MARIPOSA LANDSCAPES, INC	860810	IRRIGATION SUPPLIES	0.00	1,075.99
1011	436745	06/30/26	10015019	MARIPOSA LANDSCAPES, INC	860810	IRRIGATION SUPPLIES	0.00	1,744.56
1011	436745	06/30/26	10015019	MARIPOSA LANDSCAPES, INC	860810	IRRIGATION SUPPLIES	0.00	2,156.59
1011	436745	06/30/26	10015019	MARIPOSA LANDSCAPES, INC	860810	IRRIGATION SUPPLIES	0.00	2,161.11
TOTAL	CHECK						0.00	7,138.25
1011	436746	06/30/26	10011954	MARK THOMAS & COMPANY	560211	ACTIVE TRANSP/APR-26	0.00	16,259.82
1011	436746	06/30/26	10011954	MARK THOMAS & COMPANY	560211	ACTIVE TRANSP/FEB-26	0.00	702.00
1011	436746	06/30/26	10011954	MARK THOMAS & COMPANY	560211	ACTIVE TRANSP/MAR-26	0.00	15,306.00
TOTAL	CHECK						0.00	32,267.82
1011	436747	06/30/26	00004517	MUNICIPAL EQUIPMENT EXPO	352570	REPLACEMENT TOOLS	0.00	240.00
1011	436747	06/30/26	00004517	MUNICIPAL EQUIPMENT EXPO	352570	REPLACEMENT TOOLS	0.00	2,084.20
TOTAL	CHECK						0.00	2,324.20
1011	436748	06/30/26	10015146	MAYAN'S DEVELOPMENT	11	REF/#P24-006 PERMIT	0.00	10,612.80
1011	436749	06/30/26	00007624	MIKE MCGEE	352363	REIMB RENEWAL 26-28	0.00	450.00
1011	436750	06/30/26	10013707	KIMZEY MCGRATH	11	DNC EVOULTION 7/22/26	0.00	2,200.00
1011	436751	06/30/26	00003714	METRO FLUID CONNECTORS I	352570	REPLACEMENT TOOLS	0.00	65.07
1011	436751	06/30/26	00003714	METRO FLUID CONNECTORS I	352570	REPAIR PLUGS	0.00	51.66
TOTAL	CHECK						0.00	116.73
1011	436752	06/30/26	10014024	ANIL G. PATEL & KIRAN A.	732044	EVA LIMON	0.00	300.00
1011	436752	06/30/26	10014024	ANIL G. PATEL & KIRAN A.	732044	ANGEL FLORES	0.00	400.00
1011	436752	06/30/26	10014024	ANIL G. PATEL & KIRAN A.	732044	PAULINE E. JACOME	0.00	600.00
TOTAL	CHECK						0.00	1,300.00
1011	436753	06/30/26	10015102	MP CANOPIES & TARPS, LLC	860810	08'X60' FOREST GREEN M	445.29	5,534.25
1011	436753	06/30/26	10015102	MP CANOPIES & TARPS, LLC	860810	08'X66' FOREST GREEN M	70.37	874.61
1011	436753	06/30/26	10015102	MP CANOPIES & TARPS, LLC	860810	08'X32' FOREST GREEN M	34.65	430.65

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436753	06/30/26	10015102	MP CANOPIES & TARPS, LLC	860810	08'X09' FOREST GREEN M	21.04	261.52
TOTAL	CHECK						571.35	7,101.03
1011	436754	06/30/26	10012031	SANDRA NAVARRO	631140	REIMB/UNIF JACKET	0.00	83.98
1011	436755	06/30/26	10014293	AMERTEKS SYSTEMS	11	BOUNCE HSE 7/11/26	0.00	757.56
1011	436756	06/30/26	10012922	OC LAW ENFORCEMENT EXPLO	650207	SUM26/ACAD 7 EXPLORER	0.00	2,100.00
1011	436757	06/30/26	10012790	OC RECON, INC.	171710	DETAIL	0.00	200.00
1011	436757	06/30/26	10012790	OC RECON, INC.	171710	BUMPER PAINT	0.00	1,250.00
TOTAL	CHECK						0.00	1,450.00
1011	436758	06/30/26	10005163	OCEAN BREEZE PACIFIC, LL	275405	LINENS BPCC	0.00	410.56
1011	436759	06/30/26	00000099	OFFICE DEPOT, INC.	11	PAPER BOISE APSN 30,	163.63	2,033.63
1011	436760	06/30/26	10015152	AURA OLIVEROS	275210	REF SAFARI#25119	0.00	45.00
1011	436761	06/30/26	10007787	HBV ENTERPRISES, INC.	171710	RADIATOR	0.00	212.06
1011	436761	06/30/26	10007787	HBV ENTERPRISES, INC.	171710	FAN ASSEMBLY	0.00	815.63
TOTAL	CHECK						0.00	1,027.69
1011	436762	06/30/26	00007482	ORANGE COUNTY SANITATION	11	CONNECTION FEE/MAY-26	0.00	82,268.98
1011	436763	06/30/26	10013968	ORKIN, LLC	170670	BED BUG TREATMENT	0.00	395.00
1011	436764	06/30/26	10015001	ORRAVAN MECHANICAL, INC	170670	HVAC REPAIR	0.00	2,541.14
1011	436764	06/30/26	10015001	ORRAVAN MECHANICAL, INC	170670	ICE MACHINE REPAIR	0.00	760.00
TOTAL	CHECK						0.00	3,301.14
1011	436765	06/30/26	00002523	DANA ALAN PATTON	650403	REIMB/ANN CRPOA DUES	0.00	145.50
1011	436766	06/30/26	00007516	PHOENIX GROUP INFORMATIO	550502	PK CITES PROC/MAY-26	0.00	207.90
1011	436766	06/30/26	00007516	PHOENIX GROUP INFORMATIO	631140	CIT PROCESS/MAY-26	0.00	597.11
1011	436766	06/30/26	00007516	PHOENIX GROUP INFORMATIO	631140	CITE PROC/MAY-26	0.00	489.12
1011	436766	06/30/26	00007516	PHOENIX GROUP INFORMATIO	550502	PK CITES PROC/MAY-26	0.00	6,744.90
TOTAL	CHECK						0.00	8,039.03
1011	436767	06/30/26	10014680	PLACE WORKS, INC.	11	EIR DEPOSIT MND-25-1	0.00	11,284.33
1011	436768	06/30/26	00002715	ROGER PLUMLEE	650407	SWAT CLS 6/15-19/26	0.00	405.32
1011	436769	06/30/26	10015141	PMI PATRON	52	UB REFUND	0.00	237.29
1011	436770	06/30/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	386.06
1011	436770	06/30/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,239.75
1011	436770	06/30/26	10001203	R.V. NURSERY INC	560640	PLANTS	0.00	348.00
TOTAL	CHECK						0.00	1,973.81
1011	436771	06/30/26	10009437	REMARKABLE MOVIE NIGHTS	11	MOVIE PEAK PK 7/10/26	0.00	744.00

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436772	06/30/26	10004138	RICHARD BRADY & ASSOCIAT	396821	WATER FAC SCADA/MAY26	0.00	4,489.00
1011	436773	06/30/26	10000184	RJM DESIGN GROUP INC	190140	FRIENDSHIP PARK/MAY-26	0.00	14,303.89
1011	436773	06/30/26	10000184	RJM DESIGN GROUP INC	190306	POCKET PK IMPR/MAY-26	0.00	8,506.13
1011	436773	06/30/26	10000184	RJM DESIGN GROUP INC	190303	PICKLEBALL CRT/MAY-26	0.00	14,427.49
TOTAL	CHECK						0.00	37,237.51
1011	436774	06/30/26	10001125	ROADLINE PRODUCTS INC	560231	25M234 - GRACO LINE LA	0.00	8,700.00
1011	436774	06/30/26	10001125	ROADLINE PRODUCTS INC	560231	277064 - BEAD SYSTEM	0.00	1,599.00
1011	436774	06/30/26	10001125	ROADLINE PRODUCTS INC	560231	25N787 - HITCH	0.00	199.00
1011	436774	06/30/26	10001125	ROADLINE PRODUCTS INC	560231	TAX	0.00	918.58
1011	436774	06/30/26	10001125	ROADLINE PRODUCTS INC	560231	ESTIMATED SHIPPING/HAN	0.00	75.00
TOTAL	CHECK						0.00	11,491.58
1011	436775	06/30/26	00007580	RON'S MAINTENANCE INC	352567	CATCH BASIN CLEANING	0.00	2,760.00
1011	436776	06/30/26	00000748	ROSEBURROUGH TOOL INC	560210	TOOLS	0.00	70.59
1011	436776	06/30/26	00000748	ROSEBURROUGH TOOL INC	560210	SUPPLIES	0.00	151.52
1011	436776	06/30/26	00000748	ROSEBURROUGH TOOL INC	560210	SUPPLIES	0.00	295.99
1011	436776	06/30/26	00000748	ROSEBURROUGH TOOL INC	560210	TOOLS	0.00	295.42
1011	436776	06/30/26	00000748	ROSEBURROUGH TOOL INC	560210	SUPPLIES	0.00	301.74
TOTAL	CHECK						0.00	1,115.26
1011	436777	06/30/26	10007474	SAFFIRE, LLC	106117	WEBSITE VIDEO/JUNE26	0.00	500.00
1011	436778	06/30/26	00004970	SUSAN SAXE-CLIFFORD PHD	650105	DAE WON LEE & S.OSEJO	0.00	900.00
1011	436778	06/30/26	00004970	SUSAN SAXE-CLIFFORD PHD	650105	CARLOS CAMPOS	0.00	450.00
1011	436778	06/30/26	00004970	SUSAN SAXE-CLIFFORD PHD	650105	DANIEL CHO/AUG-25	0.00	450.00
TOTAL	CHECK						0.00	1,800.00
1011	436779	06/30/26	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	27,997.51
1011	436780	06/30/26	10001720	SCMAF-OC	275135	80 TRK FIELD PARTICIP	0.00	1,440.00
1011	436781	06/30/26	10015140	SEAMAN, RODRIGO	52	UB REFUND	0.00	10.37
1011	436782	06/30/26	10013751	SESAC RIGHTS MANAGEMENT, 11		MUSIC RIGHTS FY26-27	0.00	2,081.00
1011	436783	06/30/26	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	38.72
1011	436783	06/30/26	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	157.06
TOTAL	CHECK						0.00	195.78
1011	436784	06/30/26	10014675	GCP WW HOLDCO LLC	352363	SOCKS-MYLES	0.00	39.79
1011	436784	06/30/26	10014675	GCP WW HOLDCO LLC	560210	SHOES- MERROW	0.00	327.79
TOTAL	CHECK						0.00	367.58
1011	436785	06/30/26	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,014.20
1011	436787	06/30/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6701 STANTON/JUNE-26	0.00	7.87
1011	436787	06/30/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	6072 LINCOLN/JUNE-26	0.00	17.70
1011	436787	06/30/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7250 HOLDER/JUNE-26	0.00	30.62
1011	436787	06/30/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	8111 COMNWLTH/JUNE-26	0.00	31.58

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7501 8TH ST/JUNE-26	0.00	63.49
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6581 BEACH/JUNE-26	0.00	71.31
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6190 AUTO CTR/JUNE-26	0.00	103.04
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6680 KNOTT/JUNE-26	0.00	115.33
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8970 KNOTT/JUNE-26	0.00	121.52
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6973 BEACH/JUNE-26	0.00	281.95
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6603 BEACH/JUNE-26	0.00	878.45
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5600 MALVERN/JUNE-26	0.00	1,288.64
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 660241	8400 LAKEKNOLL/JUN-26	0.00	1,703.12
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6955 ARAGON/JUNE-26	0.00	12,648.44
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 352510	7520 DALE PMP/JUNE-26	0.00	34,524.81
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 352510	7750 CAMELLIA/JUNE-26	0.00	59,059.25
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8681 BEACH/JUNE-26	0.00	28.66
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7711 LA PALMA/JUNE-26	0.00	32.94
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 170670	8001 VAL VW/JUNE-26	0.00	36,964.61
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7530 WESTERN/JUNE-26	0.00	12.91
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7006 ARTESIA/JUNE-26	0.00	19.06
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7002 BEACH/JUNE-26	0.00	22.60
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7550 STANTON/JUNE-26	0.00	33.15
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7611 BEACH/JUNE-26	0.00	48.47
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8081 OR'THORPE/JUNE26	0.00	95.79
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7051 PAGE/JUNE-26	0.00	103.78
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7700 WESTERN/JUNE-26	0.00	153.36
1011		436787	06/30/26	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6660 BEACH/JUNE-26	0.00	6,936.35
TOTAL CHECK								0.00	155,398.80
1011		436788	06/30/26	10015108	SPECIALIZED ELEVATOR COR	660241	ELEVATOR SVC	0.00	2,161.50
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	21.91
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	171710	OFFICE SUPPLIES	0.00	40.68
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	60.50
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	163.09
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	14.33
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	14.97
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	18.18
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	104.76
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	279.53
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	21.91
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	46.16
1011		436789	06/30/26	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	156.08
TOTAL CHECK								0.00	942.10
1011		436790	06/30/26	10012767	STETSON STEEL, LLC	860810	FENCING PARTS	0.00	104.10
1011		436791	06/30/26	10009427	SWANK MOTION PICTURES IN	11	MINECRAFT MOVIE 7/10/	0.00	785.00
1011		436792	06/30/26	10013691	LOTUS THAI	731105	WOMEN IN WATER/JUN26	0.00	135.00
1011		436792	06/30/26	10013691	LOTUS THAI	731105	MLG/JWA/JUNE-26	0.00	27.99
1011		436792	06/30/26	10013691	LOTUS THAI	731105	JWA PARKING/JUNE-26	0.00	30.00
1011		436792	06/30/26	10013691	LOTUS THAI	731105	AMAZON/TAPE/JUNE-26	0.00	15.50
1011		436792	06/30/26	10013691	LOTUS THAI	731105	SAMPLE/PLUSHIES/JUN26	0.00	1,273.95
1011		436792	06/30/26	10013691	LOTUS THAI	731105	SIGNS/JUNE-26	0.00	1,455.88

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436792	06/30/26	10013691	LOTUS THAI	731105	RT SPIN ART/JUNE-26	0.00	3,429.65
TOTAL	CHECK						0.00	6,367.97
1011	436793	06/30/26	10009023	TIRE HUB, LLC	171710	TIRES	0.00	1,269.83
1011	436793	06/30/26	10009023	TIRE HUB, LLC	171710	TIRES	0.00	1,385.71
TOTAL	CHECK						0.00	2,655.54
1011	436794	06/30/26	10006419	MARTIN TOMSICK	650208	SWAT/CLS 6/15-19/26	0.00	685.50
1011	436795	06/30/26	10008373	UC REGENTS	650402	EX #26-19958 JUNE-26	0.00	875.00
1011	436796	06/30/26	10011936	STEFFEN VALA	275105	CRSWLK SAN ROL 2 OF 2	0.00	2,600.00
1011	436796	06/30/26	10011936	STEFFEN VALA	275105	CRSWLK DALE ST 2 OF 2	0.00	3,400.00
TOTAL	CHECK						0.00	6,000.00
1011	436797	06/30/26	00001911	JEFF VAN SICKLE	275135	YT OFFIC 6/13-26/26	0.00	100.00
1011	436798	06/30/26	10002102	MICHELLE VAN SICKLE	275145	REIMB SLING/JUNE-26	0.00	69.15
1011	436799	06/30/26	10010301	JAVIER VENEGAS	160110	TRAIN SUBSIDY/MAY-26	0.00	125.00
1011	436800	06/30/26	10002032	VERIZON WIRELESS	101101	561306915-00002 JUN26	0.00	102.33
1011	436800	06/30/26	10002032	VERIZON WIRELESS	105105	561306915-00002 JUN26	0.00	38.36
1011	436800	06/30/26	10002032	VERIZON WIRELESS	560210	561306915-00002 JUN26	0.00	38.36
1011	436800	06/30/26	10002032	VERIZON WIRELESS	998100	561306915-00002 JUN26	0.00	38.36
1011	436800	06/30/26	10002032	VERIZON WIRELESS	352363	561306915-00002 JUN26	0.00	76.02
1011	436800	06/30/26	10002032	VERIZON WIRELESS	115110	561306915-00002 JUN26	0.00	102.32
1011	436800	06/30/26	10002032	VERIZON WIRELESS	170670	561306915-00002 JUN26	0.00	549.74
TOTAL	CHECK						0.00	945.49
1011	436801	06/30/26	10002032	VERIZON WIRELESS	631140	542373150-00002 JUN26	0.00	153.44
1011	436802	06/30/26	10002032	VERIZON WIRELESS	352363	870083592-00001 JUN26	0.00	331.02
1011	436802	06/30/26	10002032	VERIZON WIRELESS	170670	870083592-00001 JUN26	0.00	894.99
TOTAL	CHECK						0.00	1,226.01
1011	436803	06/30/26	10002032	VERIZON WIRELESS	275105	561306915-00007 JUN26	0.00	305.83
1011	436804	06/30/26	00010629	WATER ONE	170670	WATER TREATMENT	0.00	350.00
1011	436805	06/30/26	10009561	WATER SOURCE SOLUTIONS I	170670	WATER FILTER SYSTEM	0.00	150.08
1011	436805	06/30/26	10009561	WATER SOURCE SOLUTIONS I	106131	WATER FILTER SYSTEM	0.00	225.12
TOTAL	CHECK						0.00	375.20
1011	436806	06/30/26	10007677	JOHN WEAR	171710	AN TOOL REIMB/FY25-26	0.00	299.99
1011	436807	06/30/26	10006770	WEST JUSTICE CENTER	11	BAIL RECEIPT#BP00924	0.00	250.00
1011	436808	06/30/26	10012502	WILD WATER OPERATING LLC	171710	MAY 2026 CAR WASHES	0.00	740.35
1011	436809	06/30/26	10011861	WILLDAN ENGINEERING	590189	DALE ST REHAB/MAY-26	0.00	1,588.75

SUNGARD PUBLIC SECTOR
DATE: 06/30/2026
TIME: 15:33:53

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20260618 00:00:00.000' and '20260630 00:00:00.000'
ACCOUNTING PERIOD: 12/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	436810	06/30/26	10004131	WM CORPORATE SERVICES, I	460220	HAZ WASTE /JUNE-26	0.00	1,004.75
1011	436811	06/30/26	10009222	XEROX CORPORATION	275305	LEASING	0.00	183.79
1011	V436812	06/30/26	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	690.00
1011	V436813	06/30/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,175.00
1011	V436813	06/30/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	9,290.48
TOTAL CHECK							0.00	11,465.48
1011	V436814	06/30/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	30.00
1011	V436814	06/30/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	350.00
TOTAL CHECK							0.00	380.00
1011	V436815	06/30/26	10014571	HOPE CENTER OF ORANGE CO	651617	TREATMENT PROG 25-26	0.00	35,000.00
1011	V436816	06/30/26	10012988	INTELEPEER HOLDINGS, INC	170670	BUNDLE CLOUD/MAY-26	0.00	1,160.18
1011	V436817	06/30/26	00000054	TED JONES FORD INC.	171710	PCM REPLACEMENT	0.00	2,687.18
1011	V436817	06/30/26	00000054	TED JONES FORD INC.	171710	DOOR HINGES	0.00	78.67
1011	V436817	06/30/26	00000054	TED JONES FORD INC.	171710	HINGES STOCK	0.00	78.67
1011	V436817	06/30/26	00000054	TED JONES FORD INC.	171710	HINGES STOCK	0.00	78.67
1011	V436817	06/30/26	00000054	TED JONES FORD INC.	171710	A/C COMPRESSOR	0.00	719.24
TOTAL CHECK							0.00	3,642.43
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	115110	BUSINESS CARDS	0.00	126.08
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	275110	BUSINESS CARDS	0.00	152.09
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	275110	BUSINESS CARDS	0.00	152.09
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	101101	BUSINESS CARDS	0.00	152.09
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	731150	BUSINESS CARDS	0.00	152.09
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	275140	MILITARY POLE BANNERS	0.00	250.00
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	275140	BANNER MOUNTING HARDWA	0.00	198.00
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	275140	INSTALLATION VIA SUBCO	0.00	600.00
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	275140	TAX	0.00	34.73
1011	V436818	06/30/26	10004046	LIGHT SOURCE PRINTING, I	106117	SHIPPING GUIDES	0.00	239.00
TOTAL CHECK							0.00	2,056.17
1011	V436819	06/30/26	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/MAY-26	0.00	177,684.32
1011	V436820	06/30/26	10014025	PROCURE AMERICA LLC	660240	UTIL SAVE 2/1-4/30/26	0.00	5,994.60
1011	V436821	06/30/26	10014355	VERTEXONE SOFTWARE, LLC	352363	SMS GTWY MT/MAY-26	0.00	49.33
TOTAL CASH ACCOUNT							1,118.74	1,280,195.76
TOTAL FUND							1,118.74	1,280,195.76
TOTAL REPORT							1,118.74	1,280,195.76

Voided Check
Numbers

436655
436786

Date
Printed

6/30/2026

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$1,236,991.27 COVERING REGULAR PAYROLL ENDING
JUNE 19, 2026

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 \$1,236,991.27 set forth on
this 10-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 _____ 2026 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 _____ 2026.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

PAYRUN: NM2
DATE: 06/16/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
400629	.00	1,032.80		AVILA, NICHOLAS	744
PAYRUN TOTAL CHECK: 1	.00	1,032.80			

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

PAYRUN: NM3
DATE: 06/26/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
V400630	2,191.49	.00		APARICIO, LESLIE	590
V400631	4,559.97	.00		COPPING, SARA	951
V400632	2,582.63	.00		ENGLEBRECHT, BRIDGET	261
V400633	3,148.87	.00		FEWER, JESSICA	580
V400634	7,762.93	.00		FRANCE, AARON	1650
V400635	912.33	.00		LARA, SYDNEY	908
V400636	355.50	.00		MCKINNEY, KENNETH	552
V400637	2,864.04	.00		MEDINA, YARETZA	8
V400638	1,187.02	.00		OWAKA, PASCHAL	615
V400639	474.00	.00		PERSI, MICHAEL	678
V400640	550.78	.00		PINCEK, ASHLEY	896
V400641	379.20	.00		STRONGMAN, BENJAMIN	681
V400642	260.70	.00		TEHRANI, AIDIN	551
V400643	2,914.76	.00		CASTRO, GWENDOLYNE	503
V400644	3,348.13	.00		CERDA, JUAN	831
V400645	6,727.19	.00		FENTON, EDWARD	1564
V400646	1,127.34	.00		FRANKLIN, AISHA	665
V400647	2,567.09	.00		GONZALEZ, VANESSA	866
V400648	1,951.24	.00		KERN, DONNA	2574
V400649	3,362.42	.00		PREVO, DOREKA	390
V400650	3,850.64	.00		VALDEZ, REBECCA	5490
V400651	2,295.55	.00		BUENROSTRO, PATRICIA	227
V400652	1,730.82	.00		GALLENTINE, KAILEY	486
V400653	4,263.92	.00		GARCIA, ADRIAN	1700
V400654	1,347.96	.00		GLAVIN, BARBARA	1768
V400655	2,120.46	.00		HERNANDEZ, GLORIA	2092
V400656	7,376.51	.00		HYUN, SUNG	2248
V400657	2,377.42	.00		KIM, MIN	2584
V400658	2,330.01	.00		LOVEJOY, REBEKAH	76
V400659	1,168.60	.00		OZAKI, GRACE	3881
V400660	2,183.70	.00		PAK, TIMOTHY	3955
V400661	2,966.20	.00		PEREZ, JESSICA	4111
V400662	2,708.86	.00		TOMASSETTI, JEEVANI	5623
V400663	1,773.72	.00		TRAN, KRYSTLE	242
V400664	3,692.32	.00		AVERELL, MARK	272
V400665	2,468.46	.00		COLES-GUZMAN, MARY	950
V400666	2,565.86	.00		KENNEDY, SEAN	111
V400667	2,340.83	.00		FLORES, CHRISTOPHER	464
V400668	2,687.46	.00		HOPKINS, NICHOLAS	627
V400669	5,100.89	.00		IBARRA GENIZ, JOSE	882
V400670	2,930.33	.00		LESTER, ALEXANDER	2868
V400671	1,990.94	.00		MACIAS, JUDITH	2996
V400672	951.94	.00		SANCHEZ, CHRISTOPHER	236
V400673	3,656.33	.00		ALVAREZ, JOSHUA	458
V400674	49.27	.00		CARVER, JAMES	905
V400675	1,863.68	.00		CASTANEDA, GUADALUPE	280
V400676	3,033.69	.00		CRAVENS, ROBERT	658
V400677	858.44	.00		DINH, MICHELLE	433
V400678	3,138.84	.00		FLORES, ADRIAN	894
V400679	6,439.68	.00		FOULKES, MATTHEW	9

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 3
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V400680	1,115.99	.00	GUZMAN, FEDERICO	1918
V400681	1,605.01	.00	HERNANDEZ, RALPH	903
V400682	2,050.21	.00	LI, CELINE	832
V400683	4,315.48	.00	LUNA, HARALD	264
V400684	1,872.99	.00	MARTINEZ, ERIKA	897
V400685	3,108.72	.00	MCALLEESE, IAN	159
V400686	3,839.63	.00	NAVARRO, SANDRA	93
V400687	3,644.87	.00	PELAYO, RODRIGO	870
V400688	2,474.26	.00	SANTOS, RUTH	4640
V400689	3,236.92	.00	SOLIS, XIOMARA	895
V400690	1,844.10	.00	TAE, RAY	5196
V400691	4,976.93	.00	THAI, LOTUS	536
V400692	47.39	.00	DIEP, DEBORAH	1208
V400693	47.39	.00	JUDEH, MIRVAT	389
V400694	47.39	.00	PATINO ESCALONA, HECTOR	387
V400695	3,612.88	.00	DHAUW, MELISSA	1170
V400696	2,150.83	.00	GRIFFIN, CHEKESHA	865
V400697	1,021.56	.00	MARTINEZ, RICHARD	834
V400698	3,004.36	.00	SUAREZ, SARABETH	5169
V400699	3,251.74	.00	YOON, JIWON	91
V400700	1,794.49	.00	CARDENAS, MARGARET	336
V400701	2,397.14	.00	IBARRA, KRISTI	88
V400702	6,704.35	.00	MIKHAEL, MINA	3359
V400703	3,379.57	.00	ADAME, RUBEN	943
V400704	4,676.05	.00	ALQAM, NADER	71
V400705	4,406.75	.00	ARABOLU, DEEPTHI	178
V400706	3,275.70	.00	CAPISTRANO, FRANCES	74
V400707	2,570.74	.00	COLES, CARINA	77
V400708	2,969.44	.00	GUZMAN, HECTOR	512
V400709	3,408.47	.00	LEE, HYANG SUN	430
V400710	3,905.37	.00	MILLER, JADEN	513
V400711	3,250.48	.00	QUINONES, FABIO	875
V400712	3,704.12	.00	RODRIGUEZ, JEREMY	877
V400713	2,249.80	.00	TELLEZ, ALMA	667
V400714	3,547.17	.00	TRAN, JASON	96
V400715	4,024.34	.00	WRAY, NORMAN	5725
V400716	2,660.89	.00	ZARAGOZA, EDUARDO	5788
V400717	942.04	.00	AHN, JOYCE	263
V400718	992.20	.00	FRANCO-HERNANDEZ, CARLOS	566
V400719	888.57	.00	HOQUE, LAMIYA	412
V400720	772.03	.00	SONNE, SUSAN	5161
V400721	777.24	.00	TRAUT, CONNOR	5399
V400722	2,879.61	.00	ALMQUIST, ANNA PATRICIA	168
V400723	1,996.95	.00	GUERRA, SARAH	1470
V400724	918.80	.00	KIRK, RALPH	384
V400725	2,114.59	.00	LOPEZ, ANGELICA	2928
V400726	6,063.30	.00	VICUNA, ADRIA	2297
V400727	1,176.64	.00	YAM, DARLENE	867
V400728	2,041.99	.00	BARRAZA, TAYLOR	501
V400729	2,644.83	.00	COTA, LORRAINE	954
V400730	5,873.95	.00	DAVENPORT, JOSEPH	1094
V400731	7,032.95	.00	DIERINGER, RYAN	1145
V400732	6,306.00	.00	GEYER, BRADLEY	1692
V400733	5,501.29	.00	NGUYEN, NGHIA	3755
V400734	3,416.48	.00	SEMAAN, NADIA	4740
V400735	1,186.19	.00	CHARNES, LANCE	783

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 4
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V400736	3,992.98	.00	JIMENEZ, ROBERT	352
V400737	3,744.09	.00	KIM, HYUN	328
V400738	4,251.18	.00	LAM, DAVID	2790
V400739	705.13	.00	LOVCHIK, MICHAEL	6
V400740	4,050.01	.00	MIKIEWICZ, SIMON	3360
V400741	1,946.99	.00	NOVOTNY, MARY	3705
V400742	2,214.89	.00	SAUCEDA, CATHLEEN	4645
V400743	6,557.03	.00	SHADDOW, JON-MICHAEL	4837
V400744	5,516.50	.00	TOMSICK, MARTIN	5360
V400745	2,815.75	.00	ALCALA, BRITTANY	58
V400746	2,952.03	.00	ARIAS, KALEA	592
V400747	610.43	.00	BARAJAS-OROZCO, MARIA	906
V400748	2,258.98	.00	BINYON, ERIC	506
V400749	5,756.60	.00	BRANDSTETTER, JAMES	629
V400750	5,252.00	.00	BUTH, CATHERINE	561
V400751	4,368.44	.00	CARPENTER, SCARLET	1663
V400752	908.09	.00	CASTRO, ISABELLA	883
V400753	783.34	.00	CIFUENTES MEDINA, DANNA	671
V400754	828.24	.00	CORTEZ TORRES, AMANDA	450
V400755	2,143.45	.00	DIERINGER, REGINA	1515
V400756	6,776.19	.00	ESQUETINI, MARIA	1536
V400757	1,075.08	.00	GONZALEZ, BAILEY	868
V400758	1,267.81	.00	HERNANDEZ, ISABELLA	112
V400759	3,442.07	.00	KUO, STACEY	1530
V400760	934.31	.00	MADHAE, DEEPINDER	555
V400761	3,806.19	.00	MAERKER, ELIZABETH	3017
V400762	5,332.61	.00	MCGRATH, CODY	3220
V400763	818.89	.00	MENDOZA ESPINOZA, MYA	532
V400764	2,360.82	.00	MUNOZ, JENNICKA	932
V400765	986.67	.00	ONTIVEROS, STEVEN	342
V400766	2,383.72	.00	PALMA-RUBALCAVA, DIANA	3970
V400767	2,468.84	.00	PEREZ, DONNA	929
V400768	1,093.63	.00	RODRIGUEZ TZAJ, SANDY	604
V400769	1,951.43	.00	RODRIGUEZ VILLA, YARELI	205
V400770	2,565.64	.00	RYAN, JESSICA	887
V400771	4,230.89	.00	SHERIFF, SAMANTHA	2096
V400772	818.89	.00	SILVERIO, SAMANTHA	497
V400773	5,809.85	.00	TANIGUCHI, MELISSA	5230
V400774	218.64	.00	VELLANOWETH, KRISTINE	217
V400775	801.13	.00	WOOD, HUNTER	605
V400776	2,239.49	.00	BERMUDEZ, MYRA	884
V400777	.00	.00	CHAN, KARA	795
V400778	2,128.57	.00	FIGORE, KATE	1560
V400779	2,083.93	.00	FLOHRA, KARAN	516
V400780	2,291.64	.00	FOX, CHARITY	1641
V400781	723.10	.00	KUHN, MICHELLE	2730
V400782	879.04	.00	KUHN, TARI	2747
V400783	2,239.73	.00	MAERTZ, DANA	3018
V400784	3,170.81	.00	MENDIVEL, CHRISTINA	3299
V400785	2,306.99	.00	NGO, CATHERINE	3752
V400786	2,054.10	.00	PENDLETON, SUN	4080
V400787	1,874.64	.00	TENG, LING-FEI	2871
V400788	2,244.38	.00	UMLAH, AMBER	5435
V400789	2,413.54	.00	ANDRADE, ROBERTO	935
V400790	6,447.46	.00	BAILEY, JOHN	355
V400791	6,336.14	.00	BATES, PATRICK	378

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 5
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V400792	3,773.45	.00	BELTRAN, CHRISTINA	13
V400793	4,769.84	.00	BLACKWOOD, PHALANN	550
V400794	4,773.49	.00	BOURNE, CLIFFORD	5612
V400795	4,283.68	.00	BOYD, ROBERT	584
V400796	3,991.16	.00	BOYER, CAMERON	585
V400797	3,438.88	.00	BRAVO, ISABEL	420
V400798	2,264.70	.00	CAMPOS, CARLOS	871
V400799	6,882.82	.00	CAMPOS, LOLANI	728
V400800	4,772.73	.00	CERDA, SERGIO	240
V400801	4,341.12	.00	CHAVEZ, ALEJANDRO	182
V400802	4,283.84	.00	CHAVEZ, ANTONY	246
V400803	3,087.92	.00	CHO, YOUNGVEEN	758
V400804	6,163.57	.00	CURATOLA, ANTHONY	350
V400805	4,298.30	.00	DAVIS, JONATHAN	1083
V400806	2,157.60	.00	ELLIOTT, TOBY	918
V400807	2,407.64	.00	ESCOBEDO, CARLOS	934
V400808	5,911.59	.00	ESCOBEDO, DOMINICK	1521
V400809	3,402.41	.00	ESTRELLA, CARL JOSEPH	415
V400810	4,010.56	.00	FRANKLIN, KEVIN	1649
V400811	6,090.29	.00	GALOS, MICHAEL	1680
V400812	6,029.93	.00	GANO, KEVIN	1742
V400813	3,655.96	.00	GARCIA, JONATHAN	514
V400814	5,298.93	.00	GENTNER, GEORGE	1765
V400815	5,489.42	.00	GONZALEZ, LUIS	164
V400816	5,918.46	.00	GONZALEZ, OSCAR	1785
V400817	5,966.37	.00	HERST, RYAN	2102
V400818	3,304.70	.00	HOGAN, CHRISTIAN MICHAEL	138
V400819	6,253.26	.00	HONG, ALEX	2130
V400820	6,106.65	.00	JIMENEZ, GUSTAVO	2285
V400821	3,760.97	.00	LAZARO, WILLIAM	872
V400822	5,771.20	.00	LEE, CONNOR	2861
V400823	8,188.47	.00	LEPE, SERGIO	2901
V400824	1,270.88	.00	LIMON, CESAR	933
V400825	4,223.86	.00	LIRA, JOSEPH	133
V400826	3,374.44	.00	LOPEZ, GUILLERMO	2958
V400827	6,096.55	.00	LOVETERE, JOSEPH	2962
V400828	2,490.66	.00	LUCACI, KEVIN	874
V400829	4,122.41	.00	LUONG, AARON	577
V400830	5,513.27	.00	MARTINEZ, JESUS	117
V400831	6,200.99	.00	MEDRANO, JULIAN	3223
V400832	3,443.40	.00	MEKDARA, BOBBY	624
V400833	4,062.82	.00	MEONO, ROBIN	351
V400834	4,417.14	.00	MOELLER, SARAH	3590
V400835	5,255.55	.00	MORALES, FRANK	3489
V400836	4,511.13	.00	MORQUECHO, FERNANDO	510
V400837	4,575.78	.00	MUNOZ, OSCAR	3605
V400838	4,294.64	.00	MURILLO CASTRO, JULIAN	268
V400839	5,575.77	.00	NGUYEN, ANTHONY	258
V400840	7,280.37	.00	NYHUS, CHRISTOPHER	3808
V400841	5,989.65	.00	O'DETTE, DIRK	3823
V400842	3,126.00	.00	OH, WILLIAM	326
V400843	3,994.89	.00	OSORIO, STEVIE	573
V400844	5,880.18	.00	PADILLA, VALERIE	108
V400845	7,378.56	.00	PINO, RICHARD	4171
V400846	6,518.97	.00	PLUMLEE, ROGER	4180
V400847	4,765.09	.00	PROCEL, ANDY	4243

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 6
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V400848	7,292.69	.00	RAMIREZ, ANGEL	4314
V400849	4,407.93	.00	RANGEL, PRISCILLA	4337
V400850	6,919.81	.00	REYES, HUGO	98
V400851	4,514.88	.00	RODRIGUEZ, CHRISTIAN	4476
V400852	5,037.35	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V400853	3,997.71	.00	SALAZAR, RYAN	4626
V400854	5,686.56	.00	SOLIS, DANIEL	5000
V400855	3,411.64	.00	SOUSA, MATTHEW	596
V400856	3,860.17	.00	TEWELL, MELISSA	5282
V400857	6,562.24	.00	TRAN, TUYET	5424
V400858	2,457.07	.00	TUBBS, AUSTIN	873
V400859	4,976.51	.00	WILLIAMS-GIROUX, JACOB	499
V400860	7,394.58	.00	COLON, BOBBY	900
V400861	4,423.16	.00	JOHNSON, BRYAN	2300
V400862	2,011.87	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V400863	5,715.45	.00	ORTEGA, MICHAEL	104
V400864	2,206.56	.00	PARRA, ANGEL	498
V400865	2,040.54	.00	RAMIREZ, ARIANNA	86
V400866	2,257.95	.00	SILVA, OSCAR	4886
V400867	2,272.11	.00	VAZQUEZ-CAMACHO, MARLENE	101
V400868	5,765.81	.00	VU, JEFFREY	5519
V400869	500.54	.00	BAIR, JOHN	284
V400870	701.78	.00	CASEY, DROUETT	771
V400871	763.38	.00	PATTON, DANA	4060
V400872	7,776.70	.00	BERNAL, DAVID	480
V400873	4,570.13	.00	BOUDREAU, CORY	583
V400874	2,629.95	.00	BOUDREAU, LAURA	2192
V400875	6,077.07	.00	BOYINGTON, DEVIN	594
V400876	4,656.05	.00	CARNEY, THOMAS	751
V400877	4,601.05	.00	CHRISTIANSEN, ANDREW	97
V400878	3,404.81	.00	EK, CHRISTOPHER	1477
V400879	6,022.13	.00	ESCAMILLA, MARIO	1529
V400880	4,146.07	.00	KALAGIAN, BRYANT	2436
V400881	2,464.33	.00	LARA, KARON	103
V400882	2,786.17	.00	LOMELI, LISBETH	4516
V400883	3,181.91	.00	LOPEZ, VANESSA	2929
V400884	5,613.46	.00	LOPEZ, WILLYVALDO	2941
V400885	6,038.34	.00	LOWE, AUSTIN	2956
V400886	5,458.30	.00	MOON, DAVID	3479
V400887	2,453.59	.00	MORALES MALDONADO, IVETT	3490
V400888	1,904.11	.00	O'DETTE, NANCY	1920
V400889	5,413.49	.00	PANTOJA, DAVID	3986
V400890	5,860.79	.00	RUBALCAVA, EFRAIN	4590
V400891	2,514.54	.00	SULLIVAN, STACEY	5160
V400892	3,299.53	.00	TREADWAY, SARA	4210
V400893	5,352.14	.00	TURNER, JERAMIAH	291
V400894	4,607.00	.00	VU, KRISTINE	63
V400895	3,355.06	.00	AUBUCHON, LAURIE	250
V400896	2,225.17	.00	GENERA, ELIZABETH	1685
V400897	5,174.45	.00	HUNT, JOSEPH	2249
V400898	1,960.01	.00	LUX, ANDREA	2972
V400899	2,507.38	.00	VENEGAS MENDEZ, JAVIER	5491
V400900	3,031.44	.00	BACA, ANDREW	315
V400901	3,405.16	.00	BRITO, MICHAEL	642
V400902	731.86	.00	CASTRO, EFRAIN	641
V400903	365.92	.00	CASTRO, JOHN	540

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 7
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V400904	1,578.15	.00	CISNEROS, STEVEN	855
V400905	1,323.92	.00	CONTRERAS, DANIEL	941
V400906	3,408.67	.00	ESCATEL-OROSCO, PEDRO	1537
V400907	1,494.92	.00	GARCIA, RYAN	851
V400908	2,604.02	.00	GONZALEZ, ALEJANDRO	1783
V400909	872.89	.00	GONZALEZ, KONRAD	587
V400910	3,723.11	.00	LIBUNAO, NINO	2912
V400911	1,969.54	.00	LISCANO, CHRISTOPHER	850
V400912	1,841.63	.00	MARASCO, MATTHEW	289
V400913	1,555.27	.00	MENDOZA, FELIX	942
V400914	3,156.72	.00	MUNOZ, JOHNNY	144
V400915	2,318.17	.00	NAJERA, JESSE	3630
V400916	1,815.26	.00	NGUYEN, DUNG	858
V400917	953.03	.00	ORTIZ, RAYMOND	309
V400918	1,189.90	.00	PAPANIC, DENNIS	548
V400919	1,317.44	.00	PEREZ, EDWARD	939
V400920	1,340.32	.00	PEREZ, ISAIAH	523
V400921	2,861.88	.00	RIVERA, JOE	4450
V400922	1,187.82	.00	RODRIGUEZ, MIGUEL	589
V400923	2,508.87	.00	RODRIGUEZ, OSCAR	131
V400924	1,187.82	.00	SANTANA, JESUS	860
V400925	2,108.37	.00	SERNA, JUAN	4728
V400926	3,561.00	.00	TORREZ, JAVIER	69
V400927	1,721.58	.00	VASQUEZ, HERIBERTO	944
V400928	890.86	.00	VILLANUEVA, RICHARD	854
V400929	2,252.88	.00	CARRILLO, EDWARD	765
V400930	4,246.53	.00	ELLS, ZACHARY	1500
V400931	2,769.53	.00	ENNIS, JOSEPH	262
V400932	2,443.09	.00	ESPINO, KEVIN	517
V400933	3,083.43	.00	FINCH, BARRETT	1574
V400934	3,079.98	.00	HAGAN, KEVIN	1947
V400935	4,116.80	.00	KVENBO, SCOTT	2750
V400936	2,988.51	.00	MARTINEZ, MARCO	215
V400937	4,739.59	.00	MCGEE, MICHAEL	9306
V400938	2,285.18	.00	MILLER, DAVID	3390
V400939	3,577.34	.00	MOJARRO, ANDREW	3082
V400940	3,714.24	.00	MOORE, FRANK	3486
V400941	1,858.13	.00	MYLLES, JOSHUA	279
V400942	1,739.02	.00	PRECIADO, CAMDEN	134
V400943	2,599.86	.00	SANCHEZ, JUAN	4617
V400944	2,334.84	.00	SPEAR, ANTHONY	5011
V400945	4,126.57	.00	STEPHENSON, MARK	5122
V400946	2,436.68	.00	TAVARES, JAMEY	5231
V400947	2,177.66	.00	ALVAREZ, CARLOS	136
V400948	2,581.66	.00	DAHL, TERRY	1084
V400949	2,546.47	.00	DOMINGUEZ, KEVIN	565
V400950	1,340.35	.00	ESPINOSA, GUIDO	637
V400951	2,499.48	.00	GARCIA ORTEGA, JOSE	1636
V400952	2,335.63	.00	GRIMES, DAVID	1881
V400953	2,282.12	.00	GUZMAN, KEVIN	132
V400954	2,383.05	.00	KOSS, MICHAEL	2718
V400955	3,873.98	.00	MARTINEZ, GABRIEL	3139
V400956	2,377.98	.00	MELLADO, KIM	3289
V400957	2,860.12	.00	MERROW, MATTHEW	3316
V400958	2,198.58	.00	MORALES, LEONARDO	819
V400959	2,400.88	.00	OTTEN, DAVID	3869

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 8
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V400960	3,690.64	.00	PORTER, JEFFREY	4174
V400961	3,499.74	.00	RODRIGUEZ, EDWARD	4479
V400962	2,465.14	.00	RUIZ, ALEJANDRO	416
V400963	1,346.79	.00	SAILIATA, RAYMOND	648
V400964	2,114.15	.00	TORRES, SALVADOR	234
V400965	2,491.31	.00	WELLS, ANTHONY	5610
V400966	2,812.01	.00	CAMPIZTA, ADAM	225
V400967	3,203.85	.00	DE LA CRUZ, RICARDO	558
V400968	1,182.17	.00	HERRERA, FELIX	856
V400969	3,438.84	.00	MACIAS, RAYMOND	2998
V400970	2,722.18	.00	WEAR, JOHN	5606
V400971	2,410.14	.00	ALARCON, ALEXANDER	485
V400972	7,261.86	.00	BOX, JAMES	576
V400973	23.70	.00	CARVER, BRIAN	586
V400974	2,260.90	.00	CHAVEZ, ARIANA	788
V400975	23.70	.00	CHENCINSKI, COLETTE	487
V400976	2,001.55	.00	CONTRERAS, SAUL	95
V400977	12.70	.00	DE LA LUZ, ALICIA	408
V400978	.00	.00	FRUTOS, JERRY	488
V400979	776.84	.00	GRANADOS VALDEZ, ANDREA	938
V400980	23.70	.00	HOLGUIN, COURTNEY	394
V400981	23.70	.00	HOLTON, ARCHIE	909
V400982	3,107.85	.00	HURTADO, MARIA	353
V400983	2,224.84	.00	MANCILLA, JESSICA	451
V400984	23.70	.00	MARTINEZ, JUANITA	421
V400985	2,510.78	.00	MARTINEZ, SERENA	3147
V400986	2,211.05	.00	MOMPELLER, JUSTICE	443
V400987	2,437.11	.00	MORENO, ANDREW	161
V400988	3,517.44	.00	SAUCEDA, MARK	4642
V400989	8.70	.00	WALKER, SHARENA	524
V400990	23.70	.00	WALLACE, DEAN	402
V400991	23.70	.00	YUN, HYEWON	432
V400992	1,193.65	.00	ALVARADO, ADRIAN	89
V400993	1,013.15	.00	AMESCUA, MICHAEL	542
V400994	580.91	.00	ARIAS, SOFIA	537
V400995	329.33	.00	BAHENA, MAYRA	911
V400996	530.60	.00	BAHENA, PEDRO	148
V400997	900.94	.00	BAKER, JAMISON	465
V400998	834.50	.00	BALENTI, TYLOR	846
V400999	1,122.85	.00	CARBAJAL, MARCELO	848
V401000	667.69	.00	CISNEROS, MICHELLE	812
V401001	475.70	.00	CONSTANTINE, NATALIE	837
V401002	1,075.87	.00	DURGIN, JAYLIND	186
V401003	924.99	.00	ESCAMILLA PATRICIO, DANIELLE	534
V401004	441.04	.00	GARCIA, JOSE	892
V401005	1,034.24	.00	GARCIA, MICHELE	171
V401006	810.87	.00	GONZALEZ, ISAAC	294
V401007	361.36	.00	GRANADOS, REGINA	145
V401008	1,141.58	.00	GUERRA, ATHZIRI	141
V401009	1,043.16	.00	GUILLEN, JAYDEN	339
V401010	959.07	.00	GUTIERREZ, MICHELLE	1925
V401011	109.78	.00	GUTIERREZ, SABRINA	847
V401012	1,013.15	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V401013	1,022.64	.00	HOLLOWAY, ELIZABETH	2185
V401014	879.36	.00	JOHNSTONE, OLIVER	917
V401015	653.67	.00	JUBRAN, NOAH	127

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 9
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V401016	864.86	.00	LEWIS, ALEC	266
V401017	1,079.97	.00	MOLINA, LILLY	611
V401018	920.97	.00	NGHIEM, NATALIE	249
V401019	1,051.02	.00	NGUYEN, KEVIN	299
V401020	788.73	.00	NGUYEN, TIFFANIE	609
V401021	1,039.27	.00	OCHOA, ALAN	192
V401022	1,017.15	.00	OYADELE, AYOMIDE	618
V401023	702.99	.00	PADILLA, MARLO	910
V401024	616.68	.00	PATEL, SHIV	912
V401025	567.18	.00	RAY, SABRINA	286
V401026	1,050.09	.00	RIVERA GOMEZ, YAMILEX	4432
V401027	1,035.78	.00	RODRIGUEZ, JACOB	839
V401028	792.73	.00	RODRIGUEZ, KAREN	538
V401029	1,217.17	.00	RODRIGUEZ, MIKAYLA	295
V401030	580.91	.00	ROQUE, KATRINA	38
V401031	999.49	.00	RUIZ, JESUS	886
V401032	963.12	.00	RUIZ, LUIS	527
V401033	1,038.92	.00	RUSSELL, JEFFREY	150
V401034	329.33	.00	SANTANA, JOZELYN	838
V401035	329.33	.00	SCOTT, EMANY	842
V401036	820.78	.00	SHRESTHA, SALIS	610
V401037	832.81	.00	SOLIMAN, MARSEL	322
V401038	1,211.88	.00	SOLTERO, JESSE	177
V401039	1,115.02	.00	SORIA, NOAH	5004
V401040	982.95	.00	STRICKLER, LINDA	5135
V401041	1,099.78	.00	TAPIA, ANGELICA	306
V401042	1,013.15	.00	THANKESWARAN, HASHMITHAA	543
V401043	1,266.35	.00	THOMSEN, MATTHEW	194
V401044	2,829.88	.00	VAN SICKLE, MICHELLE	2076
V401045	1,026.24	.00	VAZQUEZ, OSCAR	152
V401046	1,017.15	.00	VELOZ, SABRINA	146
V401047	457.41	.00	WEBER, ISABELLA	614
V401048	671.29	.00	AGUILAR, KASSANDRA	685
V401049	1,310.32	.00	AGUILERA, CIENNA	617
V401050	232.64	.00	ARMENTA, JESSICA	599
V401051	494.36	.00	AVILA, RUBY	916
V401052	972.35	.00	BARNES, JOSIAH	619
V401053	641.03	.00	BAUTISTA, CELESTE	913
V401054	872.73	.00	BELMARES, NAYELY	919
V401055	1,419.72	.00	BUENROSTRO, ADRIAN	598
V401056	820.89	.00	CATAN, KYLIE ROSE	185
V401057	1,519.08	.00	CLOCK, AUDREY	201
V401058	1,454.45	.00	CROCKETT, ALLISON	199
V401059	175.04	.00	DIXON, DAVONNE	563
V401060	175.04	.00	GALLEGOS, LIAM	923
V401061	1,221.58	.00	GALLEGOS, INARI	572
V401062	1,408.18	.00	GLYNN, FIONA	115
V401063	1,243.79	.00	GODFREY, RILEY	4
V401064	590.75	.00	HILLIARD, AMAYA	616
V401065	1,088.79	.00	KEEBLE, CALEB	914
V401066	437.60	.00	LU, AIDEN	660
V401067	984.59	.00	LUM, OLIVER	686
V401068	1,653.70	.00	MAYA, GALILEA	324
V401069	838.16	.00	NGUYEN, DARREN	603
V401070	701.80	.00	PEDROZA, ANGELINE	325
V401071	546.99	.00	PEREZ CHRISTENSEN, JOHNNY	924

SUNGARD PUBLIC SECTOR
DATE: 06/25/2026
TIME: 11:09:20

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 10
PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('NM2','NM3')
ALL CHECKS

V401072	1,438.42	.00	POTTER, ALEXANDRA	564
V401073	1,548.23	.00	QUINTERO-GUAN, SEAN	601
V401074	1,311.57	.00	ROMERO, SYDNEY	14
V401075	1,180.04	.00	SINGH, YASHPREET	48
V401076	1,464.47	.00	SMITH, JOHN	210
V401077	732.73	.00	TAKEUCHI, AIRA	214
V401078	1,181.53	.00	TORRES, INEZ	296
V401079	1,273.89	.00	VACA, SARAH	311
V401080	1,280.77	.00	VALENCIA, JAYDEN	643
V401081	792.96	.00	AGUILAR, KALVIN	23
V401082	452.44	.00	BAKER, JADEN	904
V401083	470.91	.00	BARTOLO, BRYAN	338
V401084	790.23	.00	CABUSAO, NINA MARINELLA	729
V401085	831.02	.00	CARRERA ABAD, MARIA	864
V401086	1,141.58	.00	CHOATE, RACHAEL	511
V401087	1,178.84	.00	CORRALES, ISAAC	474
V401088	2,891.76	.00	DAVIS, TANIKKA	1082
V401089	1,024.08	.00	EDMONDSON JR, ROBERT	931
V401090	856.85	.00	KENDRIX, PERRY	741
V401091	1,362.57	.00	LARIZ RUBALCAVA, CARLOS	429
V401092	1,079.78	.00	LIZARRAGA, ERIK	483
V401093	2,192.52	.00	LOZANO, WILFREDO	621
V401094	2,535.10	.00	MARQUEZ PINEDO, ANALISA	3118
V401095	982.29	.00	MEGGINSON, MARK	562
V401096	1,278.36	.00	MENDOZA, GISELLE	522
V401097	2,773.77	.00	NIELSEN, ROSEMARY	3760
V401098	895.67	.00	ORTIZ, YAHAIRA	241
V401099	455.41	.00	ROJAS, ASHLEY	473
V401100	378.57	.00	RUIZ, GIANCARLO	466
V401101	594.63	.00	SALAZAR, NICHOLAS	661
V401102	791.98	.00	SANCHEZ, MARIA	818
V401103	904.94	.00	SANDOVAL, RYAN	663
V401104	704.57	.00	SINGH, YASMINE	479
V401105	329.33	.00	SOSA, EMILY	888
V401106	703.64	.00	TILTON, ALEXANDRIA	879
V401107	1,036.73	.00	TOLEDO, ISAAC	742
V401108	274.44	.00	VEGA-MATA, PEDRO	278
V401109	2,792.29	.00	VILLAPANDO, MADELINNE	878
V401110	757.25	.00	ZAZUETA, RYAN	267
PAYRUN TOTAL				
CHECK: 481	1,235,958.47	.00		
TOTAL				
CHECKS: 482	1,235,958.47	1,032.80		



City Council Agenda Report

FINAL PAYMENT TO GOLDEN COAST CONSTRUCTION FOR THE 2025-2026 ANNUAL WHEELCHAIR RAMP PROGRAM PROJECT

PREPARED BY	PRESENTED BY
Jason Tran, Associate Engineer	Jason Tran, Associate Engineer
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Accept project as complete and approve final payment to Golden Coast Construction in the amount of \$26,942.74; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On March 24, 2026, the City Council approved a contract with Golden Coast Construction in the amount of \$79,966.53 for the 2025-2026 Annual Wheelchair Ramp Program Project. The approved total construction project budget of \$92,000 included a \$12,033.47 construction contingency.

DISCUSSION

The 2025-2026 Annual Wheelchair Ramp Program Project has been completed. The project addressed accessibility issues for existing concrete ramps through the City. All work was in compliance with the requirements of the American with Disabilities Act. A total of eight intersections were selected for improvements under the 2025–2026 Annual Wheelchair Ramp Program Project. Locations were selected based on accessibility needs, existing curb ramp conditions, and overall pedestrian access and ADA compliance needs. The scope of work included removing non-compliant curb ramps, constructing new curb ramps, and installing detectable warning surfaces. This project will improve access for pedestrians and overall quality of life for residents.

Contract Dates

Advertisement: February 12, 2026
Contract Awarded: March 24, 2026
Notice to Proceed: May 19, 2026

Work Completed: June 25, 2026

The contractor has submitted a bill for work completed as of July 2026. 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 \$26,942.74. The final contract cost for this project is \$86,917.64. This amount is \$5,082.36 (or 5.5%) under the approved construction project budget of \$92,000. The total retention is in the amount of \$4,345.89, and will be released following the expiration of the 35-day lien period. 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.

BUDGET IMPACT

The final cost of the project is \$86,917.64. This project was included in the FY 2025-2026 budget as a Capital Improvement Project (CIP) and was funded by the Gas Tax Fund (Account No. 24-9806-5900219).

Attachments

[Att 1 - Appendix A - Annual Wheelchair Ramp.pdf](#)

[Att 2 - Finance Department Memorandum - Annual Wheelchair Ramp.pdf](#)

[Att 3 - Final Invoice - Annual Wheelchair Ramp.pdf](#)



Appendix "A" - Capital Improvement Project Final Report

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CONTRACT

Original Construction Contract Amount	\$79,966.53
Council Approved Construction Contingency Funds	\$12,033.47
Approved Construction Contract Amount	\$92,000.00

CONTRACT ADJUSTMENTS

Contract Change Orders	
CCO#1 Safety Step Truncated Domes	\$6,951.11

Total Contract Adjustments	\$6,951.11

CONTRACT EXPENDITURES

Previous Payments	
Value of Work Done Previously	\$59,974.90
Retention Held Previously	<u>-\$2,998.75</u>
Less Previous Payments	\$56,976.16

Final Payment	
Value of Work Done This Period	\$26,942.74
Retention Held This Period	<u>-\$1,347.14</u>

Total Amount Due This Payment	\$25,595.60

PROJECT SUMMARY

Original Construction Contract Amount	\$79,966.53
Total Construction Contract Adjustment	<u>\$6,951.11</u>
Revised Construction Contract	\$86,917.64

Approved Construction Contract Amount	\$92,000.00

Amount Under the Approved Construction Contract Amount	\$5,082.36
Percentage Under the Approved Construction Contract Amount	5.5%



MEMORANDUM
Department of Public Works

DATE: July 14, 2026

TO: Adrian Garcia, Finance Manager

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

SUBJECT: 25-26 Annual Wheelchair Ramp Program Project

Amount: \$26,942.74 Account No.: [24-9806-590021]

Purchase Order: 260590

Contractor: Golden Coast Construction
625 S Palm St, Unit A
La Habra, CA 90631

Date Warrants are to be Mailed: July 30, 2026

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 the final bill for the completed work and is entitled to payment in the amount of \$26,942.74 less 5% retained (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, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Jason Tran, P.E., Associate Engineer
Gloria Hernandez, Account Clerk

PREPARED BY

Stephen Nolin

Golden Coast Construction

admin@gcoastconstruction.com

625 Palm St, Suite A, La Habra, CA 90631, USA

PREPARED FOR

City of Buena Park

City of Buena Park

Buena Park, CA, USA

INVOICE DETAILS

Buena Park, CA, USA

BID - City of Buena Park - 25-26 Annual Wheelchair Ramp Program

PO: 260590

DESCRIPTION	APPROVED PRICE		ALREADY INVOICED		THIS INVOICE
Traffic control including computerized message signs, construction information signs, and steel plates	\$999.92	75%	\$749.94	25%	\$249.98
Implement best management practices (BMPs)	\$393.23	75%	\$294.92	25%	\$98.31
Install surface applied detectable warning surface (ocean blue) per Caltrans Std Plan A88A	\$6,669.06	75%	\$5,001.80	25%	\$1,667.26
Install surface applied detectable warning surface (ocean blue) per Caltrans Std Plan A88A and modify as necessary to provide access to existing utility box ALL 4 LOCATIONS ARE SAME INTERSECTION.	\$12,497.83	75%	\$9,373.38	25%	\$3,124.45
Need to sawcut, remove utility box, move utilities to correct location, install new utility box, pour concrete. Install surface mounted domes.					
Remove existing curb ramp and construct concrete curb ramp per Caltrans Std Plan A88A 9 LOCATIONS	\$59,406.49	75%	\$44,554.86	25%	\$14,851.63
Change Order #1	\$6,951.11	0%	\$0.00	100%	\$6,951.11
5% retention withholding for Invoice 2743-8	\$0.00	0%	\$0.00	0%	-\$1,347.14
TOTAL					\$25,595.60



City Council Agenda Report

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. C-3521 WITH KOREAN COMMUNITY SERVICES (KCS) FOR OPIOID MEDICATION ASSISTED TREATMENT (MAT) SERVICES IN THE COMMUNITY

PREPARED BY	PRESENTED BY
Nghia Nguyen, Police Captain	Nghia Nguyen, Police Captain
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Brad Geyer, Interim Police Chief	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve Amendment No. 1 to the agreement with Korean Community Services (KCS) to extend Opioid Medication Assisted Treatment services from July 1, 2026 through June 30, 2027; 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 amendment.

PREVIOUS CITY COUNCIL ACTION

The City Council approved the original agreement on February 27, 2024, to provide opioid treatment and intervention services.

DISCUSSION

Korean Community Services (KCS) is a local non-profit agency that performs medication assisted treatment (MAT) services for individuals suffering with opioid addiction, overdose, or recovery that reside within the City of Buena Park, the Buena Park Navigation Center, and the immediate surrounding community. MAT services shall include the use of medications in combination with counseling and behavioral therapies that have been shown to be effective in the treatment of opioid use disorders sustained recovery.

The City Council approved the original agreement with KCS on February 27, 2024, which had a two-year term. The proposed amendment is for one year with a cost of \$58,636. Staff recommends approving the proposed amendment to continue needed services within the community.

The City Attorney reviewed the agreement and the amendment.

BUDGET IMPACT

This amendment is in the amount of \$58,636 and will utilize undesignated opioid settlement funds received by the City as part of national settlement agreements. This program was included in the adopted FY 2026-2027 budget (Account No. 17-651617-6240).

Attachments

[Amendment 1 KCS 2026.pdf](#)

[FULLY EXECUTED City of Buena Park PSA C-3521 - KCS.pdf](#)

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT NO. C-3521
BETWEEN THE CITY OF BUENA PARK AND
KOREAN COMMUNITY SERVICES**

This Amendment No. 1 is dated as of July 1, 2026 ("Effective Date"), and is between the City of Buena Park, a California charter city ("CITY"), Korean Community Services, a non-profit corporation ("CONSULTANT"). The CITY and CONSULTANT are at times referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the CITY and CONSULTANT previously entered into that certain Professional Services Agreement as of February 27, 2024 and expired as of February 27, 2026 (the "Agreement"), pursuant to which CITY contracted with CONSULTANT to provide medication assisted treatment (MAT) coordination services within the City of Buena Park, as such the specific "Services" to be performed by CONSULTANT are described in the Agreement;

WHEREAS, the CITY and CONSULTANT now desire to amend the Agreement to enter into a new term to commence on July 1, 2026 and expiring on June 30, 2027, on the terms and conditions set forth in this Amendment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. RECITALS. The foregoing recitals are true and correct and incorporated as a material part of this Amendment.

2. TERM. The Term of the Agreement, as defined in Section 1 thereof, is hereby amended to read as follows:

TERM. The term of this Agreement shall commence on July 1, 2026, and shall remain in full force and effect until June 30, 2027; unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

3. AGREEMENT INCORPORATED. Except as expressed modified by this Amendment, all other terms and provisions of the Agreement remain in full force and effect being expressly incorporated into this Amendment as though set forth fully herein.

CITY OF BUENA PARK
a California Municipal Corporation

KOREAN COMMUNITY SERVICES,
a non-profit corporation

BY: _____
Aaron France, City Manager

Ellen Ahn,
Executive Director

ATTEST:

BY: _____
Adria M. Vicuña, MMC
Director of Government &
Community Relations/City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale
City Attorney

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT NO. C – 3521**

DATE: February 27, 2024

SERVICES: Medicated Assisted Treatment for Opioid Addiction & Recovery

PROJECT: Opioid Treatment and Intervention Services
(Nationwide Settlement Funds)

PARTIES TO THE AGREEMENT:

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

City Representative: Name: Aaron France
Title: City Manager
Tel.: (714) 562-3555
Email: afrance@buenapark.com

“CONSULTANT”: Korean Community Services, a non-profit corporation

Consultant Representative: Name: Ellen Ahn
Title: Executive Director
Tel.: (714) 527-6561
Email: ahn.ellen@kcsinc.org

SUMMARY OF TERMS:

Start Date: February 27, 2024

End Date: February 27, 2026

Contract Value: \$ 58,636 per year or \$117,272 total

APPROVED BY: ☐ City Manager ☐ Department Head ☐ City Attorney
Contract Value ≤ \$80,000 *Contract Value ≤ \$10,000* *Contract Value ≥ \$30,000*

☒ City Council
Contract Value > \$80,000
(add “Levine Act Exhibit”)

INSURANCE ACCEPTED: ☐ Risk Management

NOTE: AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF CITY.

**CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT NO. C – 3521**

This Professional Services Agreement ("*Agreement*") is dated as of February 27, 2024, between the City of Buena Park, a California charter city ("*CITY*"), and KOREAN COMMUNITY SERVICES, a non-profit 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 February 27, 2024, and shall remain in full force and effect until February 27, 2026; unless extended upon the mutual written agreement of the Parties or 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 \$ 58,636 per calendar year or a total of \$117,272 for the entire Term ("*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 effecting 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.

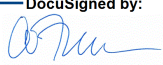
19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

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.

CITY OF BUENA PARK
a California municipal corporation

DocuSigned by:


A68CA453C3D349B...
Signature

Name: Aaron France

Title: City Manager

CONSULTANT*
KOREAN COMMUNITY SERVICES

DocuSigned by:


7694B34B33904D3...
Signature

Name: Ellen Ahn

Title: Executive Director

Signature

Name: _____

Title: _____

ATTEST:
(SEAL)

DocuSigned by:



4784D478479B46A...

Adria Jimenez, MMC, City Clerk

* 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.

APPROVED AS TO FORM:

DocuSigned by:



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Christopher Cardinale, City Attorney

EXHIBIT A

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

CONSULTANT shall provide medication assisted treatment (MAT) coordination services for individuals suffering with opioid addiction, overdoses, or recovery that reside within the City of Buena Park, the Buena Park Navigation Center, and immediately surrounding community areas. MAT services shall include the use of medications in combination with counseling and behavioral therapies that have been shown to be effective in the treatment of opioid use disorders sustained recovery. CONSULTANT shall, at the same time it submits an invoice for monthly payment, provide a detailed written report of the Services rendered during the immediately preceding month, with the written report containing the information required by CITY to satisfy the CITY's reporting requirements under the Nationwide Settlement Funds, such other information reasonably required by CITY, and in a form reasonably acceptable to CITY.

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

CONSULTANT shall provide 40 hours of Services per week to qualifying clients at the Buena Park Navigation Center or other location designated in advance by CITY.

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

CONSULTANT shall be paid at the rate of \$4,886.33 per calendar month during the Term.

EXHIBIT B**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.

3/13/2024 | 11:52:02 AM PDT

DATE
Korean Community Services

NAME OF COMPANY

DocuSigned by:



7691B34D33964D3...
SIGNATURE OF AUTHORIZED OFFICIAL
Ellen Ahn Executive Director

NAME, TITLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2024

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	Lorie Hart Insurance 22431 Antonio Pkwy B160-105 Rch Sta Margarita, CA 92688	CONTACT NAME: PHONE (A/C, No, Ext): (949) 770-4800 E-MAIL: kecia@loriehartinsurance.com ADDRESS:	FAX (A/C, No): (949) 770-9774
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Korean Community Svcs Inc dba KC Services Inc dba KCS Health Ctr dba KCS Inc dba BOKJI 451 W Lincoln Ave Suite 100 Anaheim, CA 92805	INSURER A:	Nonprofits Insurance Alliance CA 11845
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE 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, THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

APPROVED

By Eddie Fenton at 10:37 am, Mar 12, 2024

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sxl Abuse/Moles ☐ Per Person/Agg GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	2023-21674 2023-21674 \$1mil/\$2mil	8/10/2023 8/10/2023	8/10/2024 8/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Deductible \$ 0
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2023-21674	8/10/2023	8/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible BI \$ 0
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$ 0			2023-21674-UMB	8/10/2023	8/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Emp Dishonesty			2023-21674-PROP	8/10/2023	8/10/2024	\$500 deduct \$5,000
A	Misc Prof Liab Covg			2023-21674	8/10/2023	8/10/2024	Per Occ/Agg \$1mil/\$3mil

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

City of Buena Park, its elected officials, officers, agents, employees, and volunteers
are Additional Insured per Additional Insured - Designated Person or Organization CG20261219
Waiver of Transfer of Rights of REcovery NIAC-E261117

CERTIFICATE HOLDER

CANCELLATION

City of Buena Park 6050 Beach Boulevard Buena Park, CA 90620	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 2023-21674
Named Insured: Korean Community Services, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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 your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

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 is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: 2023-21674

FORM: NIAC-E26 11 17

NAMED INSURED: Korean Community Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2024

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 Lorie Hart Insurance 22431 Antonio Pkwy B160-105 Rch Sta Margarita, CA 92688	CONTACT NAME: PHONE (A/C, No, Ext): (949) 770-4800 FAX (A/C, No): (949) 770-9774 E-MAIL ADDRESS: kecia@loriehartinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Service American Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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		SATIS0418702	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Buena Park, its elected officials, officers, agents, employees, and volunteers

CERTIFICATE HOLDER

 City of Buena Park
 6050 Beach Blvd
 Buena Park, CA 90620

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be See Below % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Buena Park, its elected officials, officers, agents, employees, and volunteers

Job Description

6050 Beach Blvd, Buena Park, CA 90620

Specific Waiver is \$200 Flat Charge

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 02/14/2024 Policy No. SATIS0418702

Endorsement No.

Policy Effective Date: 04/01/2023 to 04/01/2024

Premium \$

Insured: Korean Community Services, Inc.

DBA: KC Services, Inc.; BOKJI Community Center; KCS, Inc.

Carrier Name / Code: Service American Indemnity Company

Countersigned by _____



City Council Agenda Report

RESOLUTION ADOPTING THE AMENDED CONFLICT OF INTEREST CODE FOR DESIGNATED CITY OFFICIALS AND PERSONNEL

PREPARED BY	PRESENTED BY
Anna Almquist, Assistant City Clerk	Anna Almquist, Assistant City Clerk
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving the amended Conflict of Interest Code for designated City officials and personnel pursuant to the Political Reform Act of 1974.

DISCUSSION

The Political Reform Act, Government Code Section 81000 et seq. (the 'Act'), requires state and local government agencies to adopt and maintain a Conflict of Interest Code ("Code"). The Act requires public officials and personnel involved in the making or participate in the making of, or in any way attempt to use their official position to influence a governmental decision on behalf of the agency, to disclose their financial interest. A local agency's Conflict of Interest Code must reflect the current structure of the organization and properly identify officials and personnel who should be filing Statement of Economic Interests (Form 700). A Code tells public officials, governmental employees, and consultants what financial interests they must disclose in their Form 700. It helps provide transparency in local government, as required under the Political Reform Act.

Government Code Section 87200 identifies City Elected Officials, City Manager, City Attorney, Director of Finance/City Treasurer, and Planning Commissioners as statutory filers who are required to file Statements of Economic Interests and forward the original statement to the FPPC pursuant to Regulation 18753. Therefore, Code 87200 filers are not specified in and have no filing obligations under the City's Code.

The Act further requires that agencies regularly review and update their Codes as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances pursuant to Sections 87306 and 87306.5. The City of Buena Park reviews its Code on at least a biennial basis (to be conducted each even-numbered year) to ensure that the Code reflects the organization's current staffing. The City's Code was last reviewed, updated and approved by the City Council at its September 10, 2024 meeting by Resolution No. 14896.

Staff received the Local Agency Biennial Notice from the Fair Political Practices Commission (FPPC) and reviewed the City's Conflict of Interest Code to determine if changes were necessary. City Clerk staff determined proposed revisions are needed to account for the addition of positions, the removal of positions that do not make or participate in making governmental decisions, and the changes in listed position titles. The red-lined version of the appendix attached to the resolution and included with this report reflects these changes. It is recommended that the City Council adopt the proposed resolution, approving the amended Conflict of Interest Code for designated City officials and personnel.

BUDGET IMPACT

There is no budget impact associated with this item.

Attachments

[Resolution - Amended Conflict of Interest.pdf](#)

[2026 Local Biennial Notice.pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA
PARK, CALIFORNIA, ADOPTING THE CITY'S CONFLICT OF
INTEREST CODE FOR DESIGNATED CITY OFFICIALS AND
PERSONNEL

WHEREAS, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the City of Buena Park (City);

WHEREAS, individuals holding designated positions shall file their statements of economic interests with the City, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the City;

WHEREAS, recent changes and reorganizations in the various City departments and job duties and responsibilities of various employees necessitate revisions to the list of persons required to file disclosure reports under State law;

WHEREAS, pursuant to the provisions of the California Government Code Section 87306, this City Council is required to amend the City's Conflict of Interest Code in a timely manner;

WHEREAS, this City Council, pursuant to Resolution No. 8393, adopted a Conflict of Interest Code for designated City officials and employees;

WHEREAS, pursuant to the provisions of California Government Code Section 87311, adequate notice was given and the public was given the opportunity to present their views prior to the adoption of this resolution.

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

Section 1. In all respects as set forth in this Resolution.

Section 2. Resolution No. 14896, adopted September 10, 2024, hereby is amended by deleting therefrom Appendix "A" and Appendix "B" and substituting therefore a new Appendix "A" and a new Appendix "B," a full, true, and correct copy which is attached hereto.

Section 3. Persons holding designated positions shall file statements of economic interests pursuant to Appendix "B" of the Conflict of Interest Code.

RESOLUTION NO. _____

Page 2

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 14th day of July 2026, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Vicuña, 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 14th day of July 2026.

City Clerk

RESOLUTION NO. _____

Page 3

APPENDIX "A"

DESIGNATED EMPLOYEES

DISCLOSURE CATEGORIES

(See Appendix "B" for Description)

CITY MANAGER'S OFFICE

Assistant City Manager	1
Visit Buena Park Director	2
Marketing Specialist	2
Senior Management Analyst	2

CITY CLERK'S OFFICE

Director of Government and Community Relations/City Clerk	2, 4
Assistant City Clerk	2, 4

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Director of Community and Economic Development	2, 3, 4
Planning Manager	2, 3, 4
Building and Safety Manager (Bldg. Official)	2, 3, 4
Code Enforcement Supervisor	2, 3, 4
Senior Planner	2, 3, 4
Associate Planner	2, 3, 4
Code Enforcement Officer	2, 3, 4
<u>Senior Code Enforcement Officer</u>	<u>2, 3, 4</u>
Building Inspector	2, 3, 4
Senior Building Inspector/ <u>Plan Checker</u>	2, 3, 4
Assistant Planner	2, 3, 4
Associate Plan Check Engineer	2, 3, 4
<u>Senior Plan Check Engineer</u>	<u>2, 3, 4</u>
<u>Housing Specialist</u>	<u>2, 4</u>
Housing and CDBG Analyst	2, 4
Management Analyst	2, 4
Senior Management Analyst	2, 3, 4
Sustainability Manager	2, 3, 4

FINANCE DEPARTMENT

Finance Manager	2, 3

INTERNAL SERVICES DEPARTMENT

Director of Human Resources/Risk Management	2
Purchasing Manager	2
Buyer	2
Senior Human Resources Analyst	2
Human Resources Analyst	2
Human Resources Manager	2

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RESOLUTION NO. _____

Page 4

APPENDIX "A" (continued)

DESIGNATED EMPLOYEES

DISCLOSURE CATEGORIES

(See Appendix "B" for Description)

POLICE DEPARTMENT

Police Chief	2, 3
Police Captain	2, 3
Police Lieutenant	2, 3
Information Technology Supervisor	2

PUBLIC WORKS DEPARTMENT

Director of Public Works/City Engineer	2, 3, 4
Assistant City Engineer	2, 3, 4
Associate Engineer	2, 3, 4
Senior Management Analyst	2, 3, 4
Facilities and Parks Maintenance Superintendent	2
~~Facilities Maintenance Supervisor~~	~~2~~
Street Maintenance Superintendent	2
Fleet Maintenance ~~Supervisor~~ ~~Superintendent~~	2
Sewer Services ~~Supervisor~~ ~~Superintendent~~	2
Water Services ~~Superintendent~~ ~~Manager~~	2
Principal Engineer	2, 3, 4
Public Works Inspector	2, 3, 4
Senior Public Works Inspector	2, 3, 4
Public Works Manager	2, 3, 4

COMMUNITY SERVICES DEPARTMENT

Director of Community Services	2, 3
Community Services Supervisor	2, 3
Homeless Outreach Supervisor	2, 3

CITY COMMISSIONS

Community Services Commission	2, 3
Cultural Engagement Commission	2, 3

NOTE: City Council, City Manager, City Attorney, Director of Finance/City Treasurer, and Planning Commissioners are required to submit disclosure statements pursuant to state law (California Government Code Sections 87200, et. seq.)

With respect to consultants, the City Manager shall determine in writing if a particular consultant performs a range of duties requiring disclosure hereunder. That determination shall include a description of the consultant's duties and a statement of the extent of disclosures requirements. A copy of that determination shall be filed with the City Clerk and a copy forwarded to the City Council.

RESOLUTION NO. _____

Page 5

APPENDIX "B"

DISCLOSURE CATEGORY 1 (*full disclosure - broad and indefinable duties*)

Persons in this category shall disclose all interests in real property within the jurisdiction, including property located within a two-mile radius of any property owned or used by the agency.

Persons in this category shall also disclose all investments, business positions, and income from sources doing business in the jurisdiction.

DISCLOSURE CATEGORY 2 (*disclosure relating to services and supplies associated with job assignment only*)

Persons in this category shall disclose all investments, business positions, and sources of income of the type which:

Provide services, supplies, materials, machinery or equipment of the type associated with the job assignment and utilized by the City.

DISCLOSURE CATEGORY 3 (*disclosure for those approving, issuing, or regulating permits or licenses*)

Persons in this category shall disclose all investments, business positions, and sources of income of the type which:

Are subject to the regulatory, permit, or licensing authority of the agency.

DISCLOSURE CATEGORY 4 (*disclosure for those who make decisions affecting real property interests*)

Persons in this category shall disclose all interests in real property within the jurisdiction, including property located within a two-mile radius of any property owned or used by the agency.

Persons in this category shall also disclose all investments, business positions, and sources of income of the type which:

Engage in land development, construction, or the acquisition or sale of real property.

2026 Local Agency Biennial Notice

Name of Agency: City of Buena Park
Mailing Address: 6650 Beach Blvd., Buena Park, CA 90621
Contact Person: Adria M. Vicuña, MMC Phone No. (714) 562-3750
Email: avicuña@buenapark.com Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



City Council Agenda Report

APPROVAL OF AMENDMENTS TO THE CITY COUNCIL'S LANGUAGE ACCESS POLICY NO. 45

PREPARED BY	PRESENTED BY
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Adria M. Vicuna, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Adria M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

- 1) Approve amendments to the City Council's Language Access Policy No. 45.

PREVIOUS CITY COUNCIL ACTION

The City Council approved a Language Access Policy at the City Council Meeting of October 8, 2019.

DISCUSSION

The City adopted its Language Access Policy No. 45 to promote equitable access to City programs, services, and public participation opportunities for residents with limited English proficiency. Since adoption in 2019, the City has provided translated materials, interpretation services, and multilingual communications based on needs and available resources.

In 2025, the California Legislature enacted SB 707, which modernizes portions of the Brown Act by expanding public meeting accessibility through enhanced remote participation and language access requirements. Among other provisions, SB 707 requires eligible legislative bodies to:

- Translate meeting agendas into all "applicable languages" identified using American Community Survey data or another equally reliable data source, subject to statutory thresholds;
- Include translated instructions for accessing meetings remotely and participating in public comment;
- Provide translated meeting access webpages linked prominently from the agency's homepage;
- Allow the use of digital translation services to satisfy translation requirements; and
- Maintain publicly accessible locations where translated agendas may be posted and where additional community translations may be displayed.

The proposed amendments align the City's Language Access Policy with the statutory requirements established by SB 707 while preserving flexibility for future administrative implementation.

The proposed amendments support the City's ongoing commitment to equitable public participation while ensuring compliance with current state law.

For reference, attached is the current policy and the draft proposed policy.

BUDGET IMPACT

There is no budget impact with the approval of the amended policy.

Attachments

[Policy No 45 Language Access Policy.pdf](#)

[Policy No 45 Language Access - Draft Amendments.pdf](#)



City of BUENA PARK

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT: CITY CLERK

CONTACT PERSON: CITY CLERK

SUBJECT: LANGUAGE ACCESS POLICY

The City serves a number of limited English-proficient residents, businesses, and visitors. According to the 2020 Census, approximately 50% of Buena Park residents speak another language other than English. This policy provides guidelines for City employees that interact with the public on behalf of the City to ensure equal access to City services, information, and programs regardless of their English proficiency.

The City will make reasonable efforts to notify the public about its limited English proficiency policies for department programs and services and how to access language assistance services. This policy is not intended to supersede or alter other rules and legal standards relating to translation obligations.

Recognized Languages in Buena Park

English*
Spanish*
Korean*
Tagalog*

*Languages spoken at home by more than
5% of the Buena Park population.
(U.S. Census Bureau, 2020)

BILINGUAL STAFFING

All public contact positions shall have access to a directory of qualified bilingual staff. The Human Resources / Risk Management Department maintains a current list of staff who have been certified as fluent (oral) in languages other than English.

Departments shall share employee translation and interpretation services across departments, as needed.

Departments shall post notices in public areas of City facilities indicating language assistance is available. The notices shall be posted prominently and shall be readily visible to the public.

TRANSLATION OF MATERIALS

The City Clerk, or her/his designee, shall procure translation services, in accordance with the City's Contract Procurement policies, for the purpose of translating written materials for City departments and/or providing translations for public meetings as needed.

The City Clerk will track the use of interpreter services through invoicing of vendors and other records associated with translation services.

The City Clerk will prioritize which written communications should be translated. Priority depends upon the importance of the program, information, or service involved as determined by the authoring department. Departments should consult with the City Clerk when deciding whether to translate certain types of documents. The City's written communication that may be translated includes, but is not limited to:

- Notices related to health and safety concerns
- Administrative complaints, release, or waiver forms
- Claims or application forms
- Letters of findings
- Public outreach or educational materials
- Letters or notices pertaining to statutes of limitations, referrals to other agencies, a decision to decline to investigate a case or matter, or closure of an investigation, case or matter
- Written notices of rights, denial, loss, or decreases in benefits or services, administrative or other hearings
- Forms or written material related to individual rights
- Notices of community meetings or other sensitive community outreach
- Notices regarding the availability of language assistance services provided at no cost to limited English proficiency customers
- Certain consent orders, decrees, memoranda of agreement, or other types of pleadings or litigation materials, within the discretion of the department

PUBLIC MEETINGS AND HEARINGS

City departments and City Commissions and City Committees shall not be required to translate meeting notices, agendas, or minutes. City Council and Commission and Committee meeting agendas shall include a standardized statement, in the languages designated in this policy, that the agenda or specific items of interests are available for translation upon request.

Oral interpretation of any matter of business on the agenda shall be requested to the City Clerk at least forty-eight (48) hours in advance of the meeting or hearing. Residents or customers requiring translation services during Oral Communications are encouraged to use or bring their own interpreters to City meetings or hearings. During City Council and Commission and Committee Meetings, twice the allotted time shall be allowed to members of the public who utilize a translator, in accordance with CA Government Code Section 54954.3.

WEBSITE

The City's website shall contain a written notice regarding translation of material. The City shall ensure that the City's website (www.buenapark.com) has a translate feature available to ensure that web content can be translated, at a minimum, to the recognized languages identified in this policy.



City of BUENA PARK

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT: CITY CLERK

CONTACT PERSON: CITY CLERK

SUBJECT: LANGUAGE ACCESS POLICY

The City serves a diverse population of residents, businesses, and visitors with limited English proficiency. According to the U.S. Census Bureau, a significant portion of Buena Park residents speak a language other than English. This policy ensures meaningful access to City services, programs, activities, public information, and participation in local government for individuals with limited English proficiency, consistent with applicable federal and state laws while providing guidelines for City employees that interact with the public on behalf of the City.

The City shall make reasonable efforts to notify the public about the availability of language assistance services and how to access those services. This policy is intended to supplement and not supersede legal standards relating to language access, accessibility or public participation.

For purposes of City language access planning, the City recognizes the following languages based on the most recent available American Community Survey (ACS) data published by the U.S. Census Bureau, which demonstrates use by five percent (5%) or more of residents who speak the language at home.

- English
- Spanish
- Korean
- Tagalog

The City Clerk shall periodically review demographic data, including the American Community Survey, and may recommend updates to the list of recognized languages as warranted.

TRANSLATION AND INTERPRETATION SERVICES

The City shall utilize qualified City staff to provide translation and interpretation services. The Human Resources Department shall maintain a current list of employees who have successfully completed the City's language proficiency process and are authorized to provide oral interpretation and/or written translation services.

Departments shall make reasonable efforts to use certified bilingual staff resources before procuring outside translation or interpretation services. Departments are encouraged to coordinate and share certified bilingual staff resources across departments.

When qualified City staff are unavailable, when workload demands exceed available staff resources, or when the nature of the communication requires specialized, technical, legal, or independent translation or interpretation services, the City Clerk, or designee, may procure translation and interpretation services in accordance with the City's purchasing and procurement procedures.

The City Clerk shall maintain records regarding the use of contracted translation and interpretation services and may establish procedures for tracking requests, expenditures, and utilization of language assistance services.

Departments are required to post notices in public areas of City facilities and front counters informing members of the public that language assistance services are available. The notices shall be posted prominently and readily visible to the public.

The City Clerk shall evaluate documents and communications for translation based on factors including public health and safety, legal rights, community impact, and accessibility needs. Departments should consult with the City Clerk when deciding whether to translate certain types of documents. Documents that may warrant translation include, but are not limited to:

- Public health and safety notices
- Emergency preparedness and response information
- Notices affecting legal rights or obligations
- Claims, permits, applications, and forms
- Administrative hearing notices
- Public outreach and educational materials
- Notices of community meetings and public engagement opportunities
- Notices regarding the availability of language assistance services
- Other materials deemed necessary by the City Clerk or Department Director

PUBLIC MEETINGS AND HEARINGS

To the extent required by applicable law, agendas for meetings of eligible legislative bodies shall be translated into all applicable languages identified under state law and posted concurrently with the English-language agenda. The City may utilize digital or automated translation services as authorized by state law.

The City's eligible legislative body public meeting webpage and related public participation information shall be made available in applicable languages as required by law. Where required, translated webpages shall be accessible through a prominent link on the City's website. Members of the public may request oral interpretation services for meetings or hearings. Requests should be submitted to the City Clerk's Office at least forty-eight (48) hours prior to the meeting. The City shall make reasonable efforts to accommodate requests received with less notice.

Consistent with applicable provisions of the Brown Act, speakers utilizing interpreters during public comment shall be afforded additional speaking time as required by law.

WEBSITE

The City's website shall include information regarding available language assistance services and language access resources.

The City's website (www.buenapark.com) shall maintain translation functionality that allows users to translate content into the recognized languages identified in this policy, at a minimum.

Eligible legislative bodies' public meeting webpages, agendas, participation instructions, and related public information shall be translated and made accessible in applicable languages as required by law. The City may utilize digital translation tools and services to facilitate compliance with these requirements.

POLICY REVIEW

The City Clerk shall periodically review this policy and recommend updates necessary to maintain compliance with applicable federal and state laws, demographic changes, and best practices for language access.



July 14, 2026
CONSENT CALENDAR
Item No. 4G.

City Council Agenda Report

APPROVAL OF CITY RESPONSES TO 2025-2026 ORANGE COUNTY GRAND JURY REPORT: "CONNECTING ORANGE COUNTY TO LAX"

PREPARED BY	PRESENTED BY
Jessica Fewer, Senior Management Analyst	Jessica Fewer, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve the City's responses to the Orange County Grand Jury Report: "Connecting Orange County to LAX."

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On February 23, 2026, the Orange County Grand Jury released a report entitled, "Connecting Orange County to LAX" (Attachment 1). The report was aimed at assessing current travel options between Orange County and Los Angeles International Airport (LAX). The report's findings and recommendations were based on the results of evaluating available services, travel times, costs, and service gaps through interviews, document reviews, field research, and public complaints.

The City of Buena Park is required to respond to specific findings and recommendations. Staff has drafted a response letter from the City (Attachment 2). With City Council approval, staff will remit this response to the Grand Jury by the July 16, 2026, deadline.

BUDGET IMPACT

There is no budget impact with the approval of this item.

Attachments

[Connecting_Orange_County_to_LAX_Evaluating_Transportation_Options.pdf](#)

[Grand_Jury_Response_Connecting_LAX_DRAFT_CC_7-14.pdf](#)



Connecting Orange County to LAX: Evaluating Transportation Options Orange County Grand Jury 2025-2026



TABLE OF CONTENTS

SUMMARY	5
BACKGROUND	6
REASON FOR STUDY	14
METHOD OF STUDY	15
INVESTIGATION AND ANALYSIS.....	15
FINDINGS.....	26
RECOMMENDATIONS.....	27
COMMENDATIONS	29
REQUIRED RESPONSES	30
Glossary and Acronyms.....	33
Bibliography	34
Appendix A	40
Appendix B	42
Appendix C.....	44
Appendix D.....	45

TABLES

Table 1 Airport Transportation Options to/from Irvine and LAX.....	19
Table 2 Public Transportation Routes from Irvine* to LAX.....	20
Table 3 LAX Traffic Comparison for September 2025	40
Table 4 LAX Ground Transportation Monthly Report for September 2025	41
Table 5 Weekday FlyAway®-to-Metrolink/Amtrak Route with Average Travel Time of Two Hours and 15 Minutes and Average Wait Time of 38 Minutes.....	45
Table 6 Weekday FlyAway®-to-Metrolink/Amtrak Route with FlyAway® Bus Arriving Five Minutes Early Reduces Average Travel Time by 23 Minutes	46
Table 7 Weekend FlyAway®-to-Metrolink/Amtrak Route with Average Travel Time of Two Hours and 15 Minutes and Average Wait Time of 38 Minutes.....	47

Table 8	Weekend FlyAway®-to-Metrolink/Amtrak Route with FlyAway® Bus Arriving Five Minutes Early Reduces Average Travel Time by 21 Minutes	48
Table 9	Weekday LA Metro C Line-to-Metrolink/Amtrak Route with Average Travel Time of Two and a Half Hours and Average Wait Time of 54 Minutes	49
Table 10	Weekend LA Metro C Line-to-Metrolink/Amtrak Route with Last Departure from LAX at 3:40 PM and Average Travel Time in Excess of Three Hours	50
Table 11	Weekday Metrolink/Amtrak-to-FlyAway® Route with Average Travel Time of One Hour and a 48 Minutes and Average Wait Time of only Seven Minutes ..	51
Table 12	Weekend Metrolink/Amtrak-to-FlyAway® Route with Average Travel Time of One Hour and a 52 Minutes and Average Wait Time of only Ten Minutes ..	52
Table 13	Weekday Metrolink/Amtrak-to-LA Metro C Line Route with Average Travel Time of One Hour and 47 Minutes but only One Train during Mid-Day	53
Table 14	Weekend Metrolink/Amtrak-to-LA Metro C Line Route with Earliest Arrival to LAX at 11:45 AM and Average Travel Time of Two Hours and Eight Minutes.	53
Table 15	Comparison of Transit Routes from Irvine to LAX.....	54
Table 16	Comparison of Transit Routes from LAX to Irvine	54

FIGURES

Figure 1	LA Metro Rail and Busway Network	10
Figure 2	Metrolink Regional Rail System Map	11
Figure 3	LOSSAN Corridor Map.....	12
Figure 4	LAX Annual Passenger Traffic – Historical Data and Forecast.....	16
Figure 5	Automated People Mover Map from LAX Central Terminals to Rental Car Facility	17
Figure 6	LAX Vehicle Access Policy Post-Automated People Mover	18
Figure 7	Metrolink Systemwide Ridership	42
Figure 8	Peak/Off-Peak Ridership Analysis.....	43

SUMMARY

The Orange County Grand Jury (Grand Jury) conducted a study to assess current travel options between Orange County and Los Angeles International Airport (LAX). The study evaluated available services, travel times, costs, and service gaps through interviews, document reviews, field research, and evaluation of public complaints. The Grand Jury determined that although a reasonably affordable and reliable public transportation option to LAX already exists, significant opportunities remain to improve travel efficiency for Orange County residents. The Grand Jury identified five Orange County locations for potential direct-to-LAX transportation services that could reduce trip times to LAX by 30 minutes or more, reduce traffic congestion and vehicle emissions, and potentially reduce transportation costs to LAX.

A substantial share of Orange County travelers continues to rely on LAX despite the proximity of John Wayne Airport (SNA). While SNA serves roughly 11.8 million passengers annually, an estimated 9.9 million Orange County travelers choose LAX each year for generally lower fares, more international destinations, and greater availability of nonstop domestic routes. Orange County travelers use both SNA and LAX, but use of public transportation to both SNA and LAX is extremely low. Most passengers still depend on private vehicles and ride hailing services, which worsen roadway congestion and increase emissions.

The Grand Jury analyzed ten different transportation options, ranging from personal vehicles and ride-hailing services to combinations of Metrolink, Amtrak, LA Metro rail, and shuttle buses. Costs and travel times varied widely: the least expensive options, such as Metrolink combined with LA Metro light rail, generally involved the longest travel times, while premium private car services offered the fastest and most convenient—but highest cost—experience. Each option presented distinct advantages and disadvantages. Among the public transit options evaluated, the Metrolink or Amtrak connection to the FlyAway® bus proved the most reliable, with typical travel times under two hours.

Although federal regulations prohibit the Orange County Transportation Authority (OCTA) from operating a direct bus route to a single destination, OCTA plays a critical role in shaping regional transit. As the operator of transit centers and a member agency of Metrolink, OCTA has substantial influence over potential improvements to LAX-bound transportation for Orange County residents.

The FlyAway® bus service, operated by Los Angeles World Airports (LAWA), already provides direct, frequent, and efficient service from Union Station and Van Nuys to LAX.

Large-scale LAX improvement projects, including the Automated People Mover (APM), Intermodal Transportation Facilities, and roadway upgrades, are expected to further enhance airport access, ease congestion, and reduce emissions.

The Grand Jury identified five viable Orange County candidate sites for future FlyAway® or similar direct-to-LAX transportation services:

- Anaheim Regional Transportation Intermodal Center (ARTIC)
- Irvine Transportation Center
- Fullerton Park & Ride and Orangethorpe Transit Village Conceptual Study
- The Village at Buena Park Mall (transit-oriented development)
- Bolsa Pacific at Westminster (transit-oriented development at the former Westminster Mall)

Establishing service from these locations could reduce trip times to LAX by 30 minutes or more, reduce traffic congestion and vehicle emissions, and potentially reduce overall transportation costs to LAX.

BACKGROUND

Orange County Residents Use SNA and LAX

John Wayne Airport offers limited international service and fewer direct domestic routes compared to other major southern California airports. For many airline destinations, LAX remains the primary gateway to domestic and international travel for Orange County residents. Historically, travel from Orange County to Los Angeles for work or to reach LAX for travel has relied heavily on personal vehicles that cause traffic congestion and increase vehicle emissions, and public transportation options remain limited. Since 2014, traveler behavior and transportation patterns in Orange County have shifted as indicated by the following summary statistics:¹

- Orange County is the sixth most populous county in the United States with 3.175 million inhabitants, and its population has fluctuated by less than 44,000 people over the past 10 years.
- Households without cars increased from <2% in 2014 to 5% in 2023.
- Solo car commuters decreased from 79% to 69% from 2014 to 2023.
- John Wayne Airport reported that a survey found that 55% of travelers fly for pleasure/leisure, 31% for business, and 14% for personal/other reasons.

¹ Orange County Transportation Authority, *2024 OCTA Transit Vision: Appendix A – State of OC Transit*, May 2025, https://www.octa.net/pdf/OCTV_AppendixA.pdf.

- SNA welcomed eleven million annual passengers in 2024.
- SNA operates under a legal cap of 11.8 million annual passengers through 2025, set by a 1985 noise abatement settlement. The cap increases to 12.5 million from 2026 through 2030.²
- Orange County is origin/destination for 13% of LAX passengers or 9.9 million travelers in 2024.
- Anaheim (zip code 92802) is the top Orange County origin/destination for LAX passengers, many staying in hotels near Disneyland.
- LAX ground transportation statistics for September 2025 show only 0.2% of vehicle traffic to LAX were FlyAway® buses.

Each day, an average of 90,000 vehicles enter or exit LAX, including those used for passenger drop-offs and pickups, rental cars, taxis, rideshares, and airport staff transportation.³ LAX ground transportation statistics are available on the Los Angeles World Airports website. From January 2025 to September 2025, LAX has recorded passenger traffic totaling 55,451,401 passengers, which is an average daily visitation rate of 203,119 passengers.⁴ Monthly statistics for LAX air traffic and ground transportation in September 2025 are provided in Appendix A [Error! Reference source not found.](#)⁵

- Personal private vehicles and transportation network companies (TNCs) comprised approximately 85 percent of LAX's pickups and drop-offs. TNCs are businesses that provide on-demand ride services through digital platforms.
- Approximately one percent of LAX passengers use public transit.

Southern California Association of Governments

The Southern California Association of Governments (SCAG) plays a key role in regional transportation planning. SCAG serves as the Metropolitan Planning Organization (MPO) for six counties, including Orange and Los Angeles. Its core planning document in transportation planning is the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), which provides a 20-year multimodal vision updated every four years. SCAG's Aviation Program focuses on:

² Still Protecting Our Newport (SPON), *John Wayne Airport*, Accessed November 1, 2025, <https://spon-newportbeach.org/John-Wayne-Airport.html>.

³ Los Angeles World Airports, *Monthly Ground Transportation Traffic Statistics*, Accessed November 1, 2025, <https://www.lawa.org/lawa-investor-relations/statistics-for-lax/ground-transportation-traffic-statistics>.

⁴ Los Angeles World Airports, *Volume of Air Traffic*, Accessed November 1, 2025, <https://www.lawa.org/lawa-investor-relations/statistics-for-lax/volume-of-air-traffic>.

⁵ See Appendix A, Tables 3 and 4.

- Airport ground access planning
- Collaboration with LAX, the Federal Aviation Administration (FAA), and Caltrans Division of Aeronautics
- Data collection and forecasting for airport-related travel demand

SCAG works with key transit authorities and agencies like the OCTA, Los Angeles County Metropolitan Transportation Authority (LA Metro), and others across its six-county region to improve regional connectivity. SCAG's Corridor Planning Program identifies and enhances key transportation corridors, including those that could link Orange County transit centers to LAX. Projects from OCTA must be included in SCAG's RTP/SCS to qualify for state and federal funding. This includes potential FlyAway®-style services that would not be precluded from consideration pursuant to the federal charter prohibition, Metrolink enhancements, or express bus pilots. Many of SCAG's reports provide historical context, including SCAG President's Report (2025),⁶ SCAG Connect SoCal Final Report (2024),⁷ SCAG Aviation & Ground Access Technical Report (2024),⁸ SCAG Demographics & Growth Forecast Technical Report (2024),⁹ 2024 OC Transit Vision Full Report (2025)¹⁰ and Appendix A (2025).¹¹ SCAG has recently launched the SoCal Airport Access and Mobility Study,¹² a regional airport passenger and employee survey to better understand how people travel to and from southern California's airports. The study will analyze ground access patterns, preferences, and challenges for the purpose of informing planning for congestion relief, safety, and multimodal connectivity. The SoCal Airport Access and Mobility Study is scheduled to conclude by June 2027.

⁶ Southern California Association of Governments, *2024–25 President's Report*, May 2025, https://scag.ca.gov/sites/default/files/2025-05/24-0022-2025GA-PresidentsReport_Final.pdf.

⁷ Southern California Association of Governments, *Connect SoCal 2024: A Plan for Navigating to a Brighter Future*, Adopted April 4, 2024, <https://scag.ca.gov/sites/default/files/2024-05/23-2987-connect-socal-2024-final-complete-040424.pdf>.

⁸ Southern California Association of Governments, *Connect SoCal 2024: Aviation & Airport Ground Access Technical Report*, Adopted April 4, 2024, <https://scag.ca.gov/sites/default/files/2024-05/23-2987-tr-aviation-airport-ground-access-final-040424.pdf>.

⁹ Southern California Association of Governments, *Connect SoCal 2024: Demographics & Growth Forecast Technical Report*, Adopted April 4, 2024, <https://scag.ca.gov/sites/default/files/2024-05/23-2987-tr-demographics-growth-forecast-final-040424.pdf>.

¹⁰ Orange County Transportation Authority, *2024 OC Transit Vision*, May 2025, https://www.octa.net/pdf/OCTV_FullReport.pdf.

¹¹ Orange County Transportation Authority, *2024 OC Transit Vision: Appendix A – State of OC Transit*, May 2025, https://www.octa.net/pdf/OCTV_AppendixA.pdf.

¹² Southern California Association of Governments, *Aviation, SoCal Airport Access and Mobility Study*, Accessed November 20, 2025, <https://scag.ca.gov/aviation-program>.

Orange County Transportation Authority

OCTA, established by county referendum in 1972, evolved from Santa Ana Transit, and began with five bus routes. Over time, OCTA consolidated smaller transit agencies across the County.

As Orange County's transportation planning commission, OCTA funds and implements transit and capital projects to support a balanced, sustainable transportation system. It oversees services and programs that impact the daily lives of 3.2 million residents across thirty-four cities, as well as commuters and visitors.

OCTA manages bus and rail transit, rideshare programs, environmental initiatives, active transportation, express lanes, and freeway improvements. Its mission is to deliver transportation solutions that enhance quality of life and keep Orange County moving.¹³

OCTA works with SCAG to ensure that Orange County's transportation priorities align with the larger regional plan. OCTA focuses on operating transit services, managing highways, and oversight of Metrolink. OCTA prioritizes local transportation projects and submits them to SCAG for inclusion in the overall regional plan. Memorandums of Understanding (MOUs) exist between the two agencies to define their respective roles and responsibilities and ensure coordination.

LA Metro

The Los Angeles Metro Rail system began operations on July 14, 1990, with the opening of the Blue Line which connected downtown Los Angeles to Long Beach. Since that time, LA Metro has steadily expanded the network into a comprehensive rail system that includes six lines serving over one hundred stations across Los Angeles County. LA Metro planners and engineers have strategically extended service into key regions, including the San Fernando Valley, the Westside, and the South Bay, with the objective of alleviating traffic congestion and promoting a sustainable alternative to automobile travel. The system's network of light rail and busway routes, illustrated in Figure 1, reflects LA Metro's commitment to enhancing regional mobility.

¹³ Orange County Transportation Authority, *Connecting Orange County*, Accessed January 18, 2026, <https://www.octa.net/about/about-octa/overview>.



Source: metro.net

Figure 1 LA Metro Rail and Busway Network

Metrolink

Metrolink, launched in 1992, is the third-largest commuter rail network in the U.S., serving 67 stations across six counties. Operated by the Southern California Regional Rail Authority, a joint powers authority with leadership from Los Angeles, Orange, San Bernardino, Riverside and Ventura counties, Metrolink primarily connects regional commuters to downtown Los Angeles.¹⁴



Source: Metrolink

Figure 2 Metrolink Regional Rail System Map

Metrolink reported that recent ridership growth has been driven by off-peak travel, with over 140,000 boardings on the OC Line in April 2025 (see Appendix B). Since January 2025, off-peak ridership is increased 46% year-over-year, as shown in Appendix C. Metrolink is expanding its appeal to leisure travelers attending events, like a baseball game, or visiting attractions like Disneyland without the hassle of traffic and parking.¹⁵

¹⁴ Liz Ohanesian, "Day Trip on a Budget Throughout Southern California with Metrolink," *Orange County Register*, September 9, 2025. <https://www.ocregister.com/2025/09/09/day-trip-on-a-budget-throughout-southern-california-with-metrolink/>.

¹⁵ Liz Ohanesian, "Day Trip on a Budget," *Orange County Register*

Pacific Surfliner

Amtrak's Pacific Surfliner train runs along the 351-mile Los Angeles – San Diego – San Luis Obispo (LOSSAN) rail corridor, as shown in Figure 3. In Fiscal Year 2024-25 2.03 million passengers traveled the Pacific Surfliner. The LOSSAN Rail Corridor Agency, a joint powers authority composed of rail owners, operators, and planning agencies along the corridor, oversees service coordination and planning. Since July 2015, the agency has managed the Pacific Surfliner service under an interagency transfer agreement with the State of California. OCTA serves as the managing agency for the LOSSAN Agency.



Source: octa.net

Figure 3 LOSSAN Corridor Map

FlyAway® Bus

FlyAway® is an airport shuttle service providing non-stop connections to and from LAX and bus terminals near Van Nuys Airport and Los Angeles Union Station. Managed by LAWA and operated by Bus.com (9139249 Canada Inc.), a contracted bus provider, FlyAway® supports LAWA's initiative to reduce traffic congestion and emissions through high-occupancy transit. In 2024, LAWA reported over 1.9 million FlyAway® passengers with 1.1 million from Van Nuys and 0.8 million from Union Station.

Individuals traveling from Orange County to LAX must first either take Metrolink or Amtrak to Union Station, or drive there by car, where they transfer to a FlyAway® bus providing direct service to the airport. Unlike local transit services like OCTA, which operate fixed-route buses with multiple stops, FlyAway® buses provide nonstop service to LAX. LAWA operates FlyAway® under FAA guidelines, which restrict service to airport passengers and employees. Approximately 10% of FlyAway® riders are LAX workers. This restriction to airport passengers and employees ensures compliance with FAA regulations and maintains service efficiency.

FlyAway® routes cover twenty-two miles from Van Nuys and fourteen miles from Union Station to LAX. Despite the difference in distance, both routes offer similar travel times, typically 30 to 60 minutes, and maintain a bus frequency of every 30 minutes. The \$12.75 fare closely aligns with the breakeven point for operating costs, in contrast to OCTA's farebox recovery rate of between 10% and 20% of operating expenses.

Between 2009 and 2012, FlyAway® operated a direct route from the Irvine Transportation Center to LAX, covering approximately fifty miles. Service commenced on November 16, 2009, providing for a 60-minute or more journey between LAX and the Irvine Transportation Center. Despite its convenience, the service faced several challenges, including a limited schedule of just six trips per day, a relatively high fare of \$25, and low ridership. During Fiscal Years 2011–2012, the route averaged only forty-eight passengers per day and generated an annual operating loss of \$382,337, equating to roughly \$21.89 per passenger. These factors contributed to the route's discontinuation. Following the Chapter 11 bankruptcy filing of Coach America, the operator of the service, FlyAway® officially terminated the route on August 31, 2012.

Transit to John Wayne Airport and Other Airports

John Wayne Airport has approximately 32,000 visitors per day¹⁶ and 174 airport employees arriving each day.¹⁷ Most travelers at John Wayne Airport rely on personal vehicles and TNCs for their journeys. Those travelers heading to the Disneyland Resort area also use commercial shuttles and the Anaheim Transportation Network's (ATN) Everyone Ventures Everywhere (EVE) bus service to complete their trip. OCTA does not operate a direct transit link connecting John Wayne Airport to Metrolink. OC Bus 76, the only fixed-route service serving the airport, caters to airport staff and employees of nearby businesses. Between August 15 and September 15, 2025, OC Bus 76 averaged

¹⁶ John Wayne Airport, "John Wayne Airport Posts September 2025 Statistics," News Releases, Accessed November 1, 2025, <https://www.ocair.com/news/2025/10/22/statistics-september-2025/>.

¹⁷ John Wayne Airport, "Statistics," News & Info, Accessed November 1, 2025, <https://www.ocair.com/about/news-info/statistics/>.

just twenty daily riders, underscoring the difficulty of generating transit demand for airport-related trips.

The iShuttle 400A previously connected the Tustin Metrolink Station, John Wayne Airport, and the Irvine Business Complex (IBC). Operated jointly by the City of Irvine and OCTA, the shuttle aimed to reduce congestion and improve access to employment centers. It ran on weekdays during peak hours from October 13, 2019, until its cancellation on June 28, 2025, due to low ridership.

OCTA continues to assess its transit network through regular system studies, including OC Bus 360 (2016–2020), Making Better Connections (2022), and the OC Transit Vision (2024). An important focus of the 2024 OC Transit Vision is to identify potential high-capacity and rapid transit corridors. The OC Transit Vision report identified a potential long-term opportunity to explore an airport connection along the Bristol/State College corridor.

LAWA officials cited Boston and Minneapolis as having similar express bus and light rail services from metropolitan areas to major international airport terminals. These metropolitan areas are somewhat comparable to the multi-county metropolitan region served by LAX. In Boston, the Logan Express bus service operates from five locations in the Boston area to Logan International Airport with daily ridership of 6,850 passengers, system wide. Covering 23-miles, the Framingham, MA to Boston Logan route costs \$9 per trip, operates every 30 minutes, and completes the journey in 35 to 45 minutes. The Minneapolis Metro Blue Line, a light rail service, connects Minneapolis International Airport to downtown Minneapolis and other locations like the Mall of America. The route is nine miles from the airport to downtown. The Blue Line light rail operates every 12 minutes from Minneapolis International Airport with a fare of \$2 to downtown. In 2025 Blue Line daily ridership averaged 15,300 passengers.

REASON FOR STUDY

The overall purpose of this study was to evaluate current and future in-progress travel options between Orange County and LAX. John Wayne Airport accommodates approximately 11.8 million passengers annually, while an estimated 9.9 million Orange County residents travel through LAX. The grand jury report will serve several purposes including informing Orange County residents of available service options and associated time requirements as well as costs of the distinct options. In addition, the report will highlight service gaps and inefficiencies. Route and/or schedule enhancements or expansion opportunities will also be addressed. Finally, by promoting the use of public transportation, reduction of traffic congestion and vehicle emissions

will be realized. The goal of this report will be to identify specific public transportation options and identify and prioritize implementation of those options by evaluation of time requirements, costs, and schedule options.

METHOD OF STUDY

The Orange County Grand Jury investigated the transportation challenges that Orange County residents face when traveling to LAX to provide a clear and accurate assessment. The Grand Jury based its study on a comprehensive review of multiple sources, including interviews, public records, complaint letters submitted to the Grand Jury, and relevant news articles. Multiple independent sources corroborated and validated all facts, findings, and recommendations presented in the report.

- Interviewed several Orange County executives and senior staff directly involved in managing transportation systems connecting Orange County to LAX.
- Reviewed and analyzed key documents related to the investigation, including:
 - Metrolink operational overviews
 - Records from OCTA, Metrolink, LA World Airports, LA Metro, and the Norwalk Transportation System
- Examined news articles and publications relevant to the topic.
- Investigated the transportation concerns outlined in public complaint letters submitted to the Grand Jury.
- Conducted extensive internet research.
- Performed field investigations in which Grand Jury members rode Metrolink, Norwalk Transportation System Bus 4, and four LA Metro lines, and engaged with security personnel and staff at FlyAway® Bus, Union Station, Norwalk, and LAX Metro stations to directly observe and assess transportation conditions.

INVESTIGATION AND ANALYSIS

LAX Passenger Growth and Forecast

In 2024, LAX welcomed over 76.58 million travelers.¹⁸ Although LAX dropped to the 5th busiest airport in the United States, partly due to ongoing construction and relatively high landing fees,¹⁹ LAWA consultants conservatively project a compound annual

¹⁸ Los Angeles World Airports, *10-Year Summary*, Accessed November 1, 2025, <https://www.lawa.org/lawa-investor-relations/statistics-for-lax/10-year-summary/passengers>.

¹⁹ Howard Fine, "LAX Slips to 5th Busiest in the Nation," *Los Angeles Business Journal*, February 10, 2025, <https://labusinessjournal.com/featured/lax-slips-to-5th-busiest-in-the-nation/>.

growth rate (CAGR) of 2.7% in passenger traffic through Fiscal Year 2034.²⁰ At this pace, LAX could serve over 100 million travelers annually by 2034, representing a 30% increase from current levels and an additional 23.4 million travelers per year.

Figure 4 illustrates historical data for LAX passenger traffic between 2015 and 2024 and forecast estimates beyond 2024.

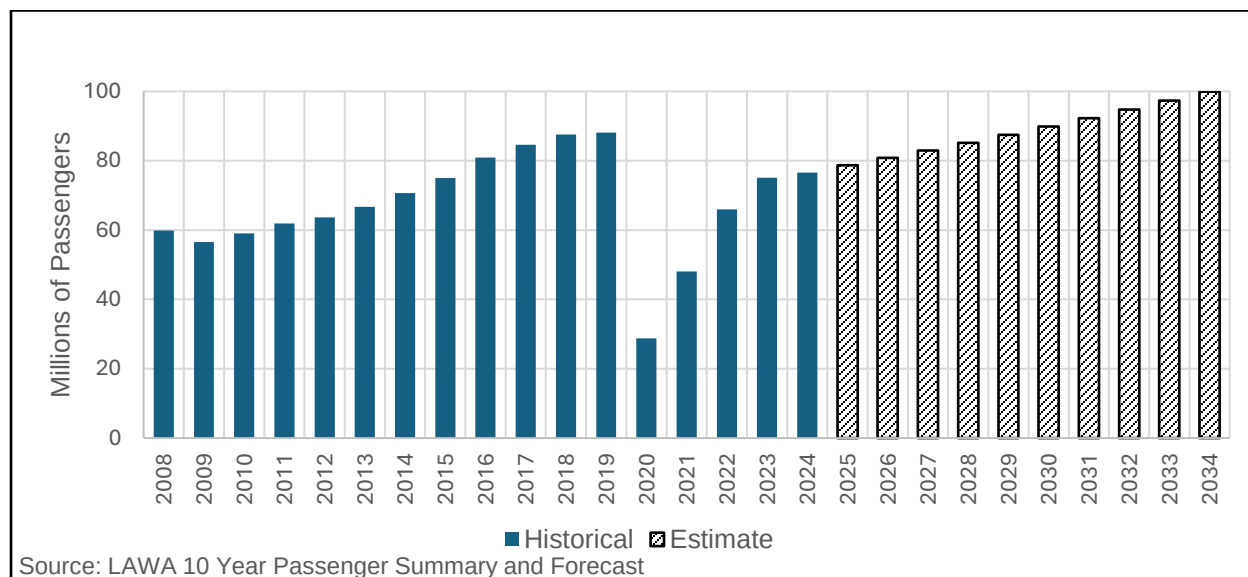


Figure 4 LAX Annual Passenger Traffic – Historical Data and Forecast

LAX Capital Improvement Projects

To accommodate this growth, LAWA has completed or is nearing completion of several capital improvement projects as part of its Landside Access Modernization Program (LAMP) and Airfield & Terminal Modernization Project (ATMP).

- Automated People Mover (APM):** A 2.25-mile elevated train connecting terminals, parking areas, the Consolidated Rent-A-Car (ConRAC) facility, and LAX/Metro Transit Center. It is expected to transport up to eighty-five million passengers annually.²¹ APM is aimed at (1) reducing vehicle congestion near LAX, (2) providing efficient ground transportation, and (3) improving airport accessibility.

²⁰ Los Angeles World Airports, "LAX Capital Program Plan of Finance and Key Metrics," *LAWA Legislative Update*, March 13, 2025, <https://www.lawa.org/sites/lawa/files/2025-03/3.%20Management%20Report%20C%20-%20Capital%20Finance%20Plan.pdf>.

²¹ M. Kubwa, "\$2 Billion LAX's People Mover Completion Set for Late 2025," *Construction Review*, April 5, 2024, <https://constructionreviewonline.com/construction-news/usa/2-billion-laxs-people-mover-completion-set-for-late-2025/>.

- **ConRAC Facility:** A 6.3-million-square-foot facility housing over 18,000 rental vehicles. Its integration with APM will eliminate over 3,200 daily rental car shuttle trips from the LAX Central Terminal Area (CTA).²²
- **Intermodal Transportation Facilities (ITF):** Two facilities (ITF East and ITF West) offering parking, ground transportation services, and meet-and-greet areas.
- **ATMP Roadway Improvements Project:** Reconfigured roadways, including 4.4 miles of new infrastructure, are being constructed to reduce congestion on Sepulveda Boulevard and create dedicated airport access routes. Construction near Sepulveda Boulevard, 96th Street, and Century Avenue will continue through 2030.

Completion of LAMP and ATMP projects will significantly alleviate traffic congestion and reduce long lines that plague LAX's current CTA. An aerial view in Figure 5 illustrates the scale of the APM.

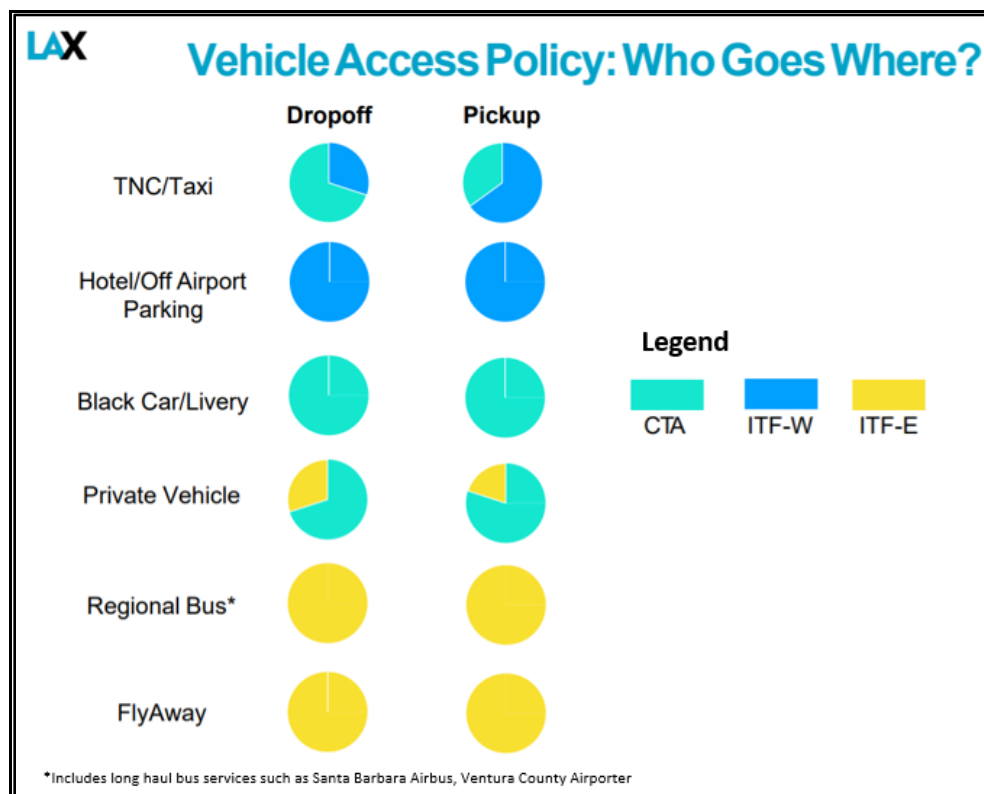


Source: Gateway Los Angeles Airport Business District Official Website

Figure 5 Automated People Mover Map from LAX Central Terminals to Rental Car Facility

²² Los Angeles World Airports, "Consolidated Rent-A-Car Facility," *Connecting LAX*, Accessed November 1, 2025, <https://www.lawa.org/connectinglax/consolidated-rent-a-car-facility>.

Figure 6 details vehicle access policy and categories of how shuttle and commercial bus pick-ups and drop-offs will occur at the Intermodal Transportation Facilities.



Source: LAWA Board of Airport Commissioners Management Report, August 3, 2023

Figure 6 LAX Vehicle Access Policy Post-Automated People Mover

LAWA officials consider the Union Station and Van Nuys routes ideal for FlyAway® service. Union Station offers convenient access to parking and multiple transit modes, enhancing connectivity for airport-bound travelers. With ongoing improvements under LAMP and ATMP, LAWA anticipates expanding service while reducing operational costs.

Transportation Options Between Orange County and LAX

The Grand Jury identified multiple transportation options between Orange County and LAX. Table 1 summarizes these options, including cost, travel time, and number of transfers. Estimated costs and travel time in Table 1 are based on a weekday one-way trip from Irvine, CA to LAX at 10:00 AM. Personal vehicle cost assumes a 50-mile distance between Irvine, CA and LAX, twenty-five miles per gallon, and \$4.50 per gallon.

Table 1 Airport Transportation Options to/from Irvine and LAX

Option	Cost Estimate	Travel Time	Transfers	Pros	Cons
Get Dropped Off	\$18	1:00	0	Simple, low cost, no parking hassle	Requires family/friend's time and availability
Drive Yourself	\$9 + \$30/day for economy parking	1:00	0	Full control over timing; easy access to car; predictable cost with reservation	Parking fees can be high; risk of car damage; traffic stress
Drive Yourself → LA Metro C Line (Norwalk Station) → APM	\$7.15 + \$3/day for parking	1:15	2	Full control over timing; predictable cost; low parking fees at Norwalk Station	Risk of car damage; traffic stress; addition planning for long-term parking
Transport Network Companies (Uber, Lyft, Opoli) → APM	\$80–\$150	1:00	0-1	Door-to-door convenience; no parking needed; customizable vehicle options	Surge pricing; availability varies; unpredictable costs
Metrolink → FlyAway® → APM	\$23.75	1:44	2	Affordable; Amtrak ticket adds \$8;	Longer travel time; limited schedule; variable fees for long-term parking
Metrolink → LA Metro → APM	\$12.75	1:43	3–4	Cheapest option; Amtrak ticket adds \$8; eco-friendly	Multiple transfers; long travel time; limited-service hours; variable fees for long-term parking
One-Way Car Rental → APM	\$60	1:00	1	Flexible for visitors; option for SNA flights redirected to LAX; no return trip needed	Cost includes gas, rental, and drop-off fees; logistics of pickup/drop-off
Taxi → APM	\$95–\$200	1:00	1	Reliable; direct service	Expensive; metered fare can vary with traffic
Black Car/Executive Car	\$160–\$330	1:00	0	Luxury experience; flight tracking; stress-free	Expensive
Shuttle Bus → APM	\$80-150	1:10	1	Cost-effective for groups; door-to-door; flight tracking	Longer travel time due to multiple stops; less privacy

Note: During peak commute times, travel time estimates for car and bus options could be an additional 30 minutes or more.

Public Transportation Options

Highlights of selected public transportation options from Orange County to LAX available after the opening of the APM are given in Table 2 with routes departing from the Irvine Metrolink Station to LAX and other public transit modes as noted. Currently, FlyAway® buses drop passengers off directly at the LAX Central Terminal Area (CTA), while LA Metro riders arriving at ITF East transfer to a LAX Shuttle bus to reach the CTA.

Table 2 Public Transportation Routes from Irvine* to LAX

Route	Travel Time	Transfers	Transfer Locations
Metrolink/Amtrak → FlyAway® Bus → APM	~1.9 hours	2	1. Union Station 2. ITF East
Metrolink → Norwalk Transit → Metro C Line → APM	~1.9 hours	3	1. Norwalk/Santa Fe Springs Station 2. Norwalk Station 3. ITF East
Metrolink/Amtrak → Metro Bus J Line → Metro C Line → APM	~2.2 hours	3	1. Union Station 2. Harbor Freeway Station 3. ITF East
Metrolink/Amtrak → Metro A → E → K Lines → APM	~2.1 hours	4	1. Union Station 2. Little Tokyo Station 3. Expo/Crenshaw Station 4. ITF East
OC Bus 83 → Metro Bus 460 → Metro C Line → APM	~3.2 hours From Laguna Hills Transportation Center	3	1. Disneyland East Shuttle Station 2. Norwalk Station 3. ITF East
OC Bus 70 → OC Bus 543 or 43 → Metro Bus 460 → Metro C Line → APM	~3.3 hours From Tustin Metrolink Station	4	1. Edinger Avenue & Harbor Blvd. 2. Disneyland East Shuttle Station 3. Norwalk Station 4. ITF East
OC Bus 529 → Metro Bus 460 → Metro C Line → APM	~2.4 hours From Goldenwest Transportation Center	3	1. Fullerton Park & Ride 2. Norwalk Station 3. ITF East

*Note: Starting locations other than Irvine Metrolink Station are identified.

Safety

The Grand Jury received letters from the public expressing concern about safety on public transportation. While LA Metro carries nearly one million passengers daily, the Los Angeles County Sheriff's Department, Transit Services Bureau recorded 537 crimes for the year on LA Metro buses and trains as of October 9, 2025, with battery, theft, aggravated assault, and robbery among the most frequent offenses.²³ In 2024, OCTA reported bus ridership at 34.8 million boardings and 314 Group A offenses, which are serious crimes such as assault, theft, and drug violations, reflecting a 15% decrease from 2023.

LA Metro continues to enhance its customer experience, with a February 2025 rider survey indicating that 87% of passengers are satisfied or very satisfied with the service. In the same survey, 53% of respondents reported noticeable improvements in the transit

²³ Los Angeles County Sheriff's Department, *Transit Services Bureau Weekly Report*, October 14, 2025, <https://lasd.org/transit-services-bureau-weekly-report-68/>.

system over the past year, primarily citing better service quality and increased safety.²⁴ Meanwhile, customer feedback consistently rates Metrolink, Amtrak, and FlyAway® services as reliable and safe.

LA Metro responded to safety concerns by implementing a layered security strategy that includes uniformed law enforcement officers, Metro Transit Security Officers, and Metro Ambassadors throughout the system. The agency upgraded station infrastructure with brighter lighting, expanded surveillance coverage, and taller fare gates to deter fare evasion and unauthorized access. LA Metro partners with county, city, and regional agencies to implement a care-based approach that delivers support and resources to individuals experiencing homelessness and those with untreated mental illness. After crime increased following the suspension of the Tap-to-Exit program, LA Metro reinstated the initiative and expanded weapons detection technology at key stations.²⁵ These measures reflect LA Metro's commitment to maintaining a secure and accessible transit environment.

Travelers who use the LA Metro C Line to reach LAX benefit from recent infrastructure upgrades and a continuous security presence at the LAX/Metro Transit Center. This facility connects the C and K Lines to the airport via a free shuttle service and, beginning in mid-2026, will offer direct access through the APM. Enhanced lighting, surveillance systems, and Americans with Disabilities Act (ADA) accessible facilities contribute to a safer experience for airport-bound passengers, especially during daytime and peak travel hours (6:00 AM–9:00 AM and 3:00 PM–7:00 PM).

Cost Analysis

Public transportation total fares from Orange County to LAX range from \$9.50 to \$35.75 depending on origin and route. Fare programs offer discounts for students, seniors, and disabled persons. For example, Metrolink Monthly Pass holders can ride the FlyAway® bus at no additional cost. Published regular fares that are shown below are from official websites as of September 12, 2025.

- **FlyAway®:** \$12.75 (Union Station to LAX)
- **Metrolink:** \$7.75–\$13.50 (between Buena Park and San Clemente to Union Station)

²⁴ LA Metro, *LAX Metro Transit Center Opening Drives Dramatic Increase in Ridership on K Line*, Accessed November 2, 2025, <https://www.metro.net/about/lax-metro-transit-center-opening-drives-dramatic-increase-in-ridership-on-k-line/#:~:text=Overall%20System%20Ridership%20and%20Experience,reasons%20cited%20for%20the%20improvement.>

²⁵ Travis Schlepp, "What Happened After LA Metro Paused Its Tap-to-Exit Program," *KTLA*, September 15, 2025, <https://ktla.com/news/travel/what-happened-after-la-metro-paused-its-tap-to-exit-program/>.

- **Amtrak:** \$14–\$23 (between Buena Park and San Clemente to Union Station)
- **OC Bus:** \$2 per boarding or \$5/day
- **LA Metro:** \$1.75 per trip with free transfers for two hours, \$5 fare cap/day
- **Norwalk Transit:** \$1.25 per boarding (Norwalk Metrolink to Norwalk C Line Station)

Parking fees vary at Metrolink/Amtrak stations across Orange County. Most stations provide free daily parking for up to 72 hours. Some stations located in high-demand urban areas require paid parking permits. At ARTIC, vehicles must be registered for overnight or Lot C parking at least 24 hours prior to parking. An overnight parking authorization form can be found on the Visit Anaheim website. Current parking guidelines and fees can be found on the Metrolink “Parking at Stations” website. FlyAway® bus patrons can use parking lots at Union Station and Vay Nuys, which have daily parking fees of \$8/day and \$6/day with a 30-day limit, respectively. Parking is \$3/day and permitted overnight for seventy-two consecutive hours at the LA Metro C Line Norwalk Station. For longer stays, an Extended Permit Authorization Form must be submitted in advance to metroparking@joesautoparks.com. Parking at the Norwalk Station parking lot is free on weekends and holidays.

LA Metro commuters use a pre-paid TAP fare card for transportation fares and OC Bus commuters began using a pre-paid WAVE card in October 2025.

Schedule and Reliability

The Grand Jury examined published schedules (Appendix C) and route maps. Transit app, Apple Maps, and Google Maps confirmed real-time routes and travel times.

- **FlyAway®:** Runs every 30 minutes; 30-to-60-minute travel time varies day-to-day
- **LA Metro Rail:** Lines A, C, E, and K typically run every ~10 minutes; travel time depends on route
- **APM:** Runs every two minutes at peak usage; ~10-minute end-to-end travel time²⁶
- **Metrolink/Amtrak:** Hourly weekday coverage; limited weekend Metrolink service
- **Norwalk Transit Buses 4 & 7:** ~30-minute weekday frequency; ~50-minute weekend frequency; Travel time is between 15 and 25 minutes, depending upon day, time of day, and direction of route

²⁶ Los Angeles World Airports, “Automated People Mover (APM) Train System,” *The Development Group*, Accessed November 1, 2025, <https://www.lawa.org/transforminglax/projects/automated-people-mover-train-system>.

Based on published schedules, the Grand Jury found that the FlyAway® bus service from Union Station to LAX typically takes approximately 34 minutes under normal traffic conditions and is 10 to 20 minutes faster than LA Metro's light rail alternatives. However, during peak commuting times—such as 8:00 AM and 5:30 PM—the FlyAway® bus can take 60 minutes or more. Starting in early 2026, FlyAway® passengers will transfer at ITF East and use the Automated People Mover, rather than being dropped off or picked up at LAX's Central Terminal Area. According to LAWA officials, this change will improve the customer experience, improve bus queues, and reduce trip times.

FlyAway® buses operate every 30 minutes, while LA Metro light rail trains on the A, C, E, and K Lines typically run every 10 minutes. If a passenger misses a FlyAway® bus and opts for LA Metro instead, they may arrive at LAX's Central Terminal Area at the same time or up to 10 minutes earlier than the next FlyAway® bus.

The Grand Jury found that the Metrolink and Amtrak Pacific Surfliner schedules separately have gaps at the time of this report. However, together they provided hourly weekday service to and from Union Station. On weekdays, train service from Irvine, CA runs from 5:12 AM to 10:49 PM, with thirteen northbound Metrolink trips and twelve northbound Amtrak trips. A similar number of southbound trips depart Union Station daily. Amtrak Pacific Surfliner maintains the same schedule on weekends, while Metrolink reduces service to four northbound and four southbound trips each day. Starting in early 2026, Amtrak will increase Pacific Surfliner service to thirteen daily trips.

Norwalk Transit System (NTS) Buses 4 and 7 connect the Metrolink Norwalk/Santa Fe Springs Station to the LA Metro C Line Norwalk Station, located 3.1 miles apart. Although weekend service is less frequent, both weekday and weekend schedules for Buses 4 and 7 align with the first and last Metrolink trains at Norwalk/Santa Fe Springs Station.

The Grand Jury learned that travelers can connect from the LA Metro C Line at its Norwalk Station to LA Metro Bus 460 to reach Disneyland. A trip from LAX to Disneyland takes approximately two hours. Passengers may transfer from Bus 460 to Orange County buses at Knott's Berry Farm, Fullerton Park & Ride, or Disneyland. This route offers a lower-cost alternative to Metrolink/Amtrak, though it requires more travel time.

The investigation identified the fastest public transit route from Irvine to LAX as the Metrolink or Amtrak connection to the FlyAway® bus at Union Station (see Appendix D). This route averages one hour and 48 minutes on weekdays, with the quickest connection taking one hour and 41 minutes in the afternoon. The return trip from LAX to

Irvine averages two hours and 15 minutes. Travel times for the FlyAway® bus can vary due to traffic congestion. The Grand Jury found that if FlyAway® buses arrived five minutes earlier at Union Station, travelers could catch the next Metrolink or Amtrak train departing at 10 and 40 minutes past the hour, reducing average travel time by 23 minutes.

An alternate route to LAX via Metrolink requires a transfer at the Norwalk/Santa Fe Springs Station to NTS Bus 4 or 7, followed by a connection to the Metro C Line. On weekdays, this trip averages approximately one hour and 47 minutes. On weekends, travel time exceeds two hours and eight minutes due to limited Metrolink service and the absence of Amtrak stops at the Norwalk/Santa Fe Springs Station. The return trip from LAX to Irvine via this route averages 2 hours and 30 minutes on weekdays and over 3 hours on weekends, primarily due to extended wait times for Metrolink trains. Weekend travelers face additional constraints, with the earliest possible arrival at LAX after 11:45 AM and final departure from LAX using this route at 3:40 PM.

Transit-Supportive Developments

There are transit-supportive and transit-oriented developments in Orange County that are approximately 25-miles from LAX and near a freeway include Fullerton Park and Ride, Buena Park Mall, and former Westminster Mall.

The Fullerton Park & Ride facility is the focus of a major planning initiative called the Orangethorpe Transit Village Conceptual Study, led by the Orange County Transportation Authority (OCTA) in partnership with the City of Fullerton. The study is exploring the potential for transit-supportive mixed-use development at the 9-acre Fullerton Park & Ride site, which is currently underutilized.

The Buena Park Downtown Mall is undergoing a major transit-oriented design transformation centered around the redevelopment of the former Sears property. Approved by the Buena Park City Council in June 2023, the Village at Buena Park is a \$650 million mixed-use project led by Merlone Geier Partners. It will replace the old Sears building and adjacent parking lot with 1,302 apartments and townhomes, public space with walking paths, electric vehicle (EV) charging stations, bike racks, and 3,000 parking spaces.

The City of Westminster has approved the Westminster Mall Specific Plan (WMSP), which outlines a plan for converting the mall into a mixed-use development with 1,167 housing units, retail, hospitality, and public spaces with walking paths. Shopoff Realty Investments is leading this 26-acre redevelopment project, called Bolsa Pacific at Westminster. The project's design and goals reflect principles of Transit-Oriented

Development (TOD), such as walkable streets, mixed-use buildings, higher residential density, and proximity to public transit. As for transit services, OC Bus 64 currently stops at bus only lane near the former Westminster Mall on Edwards Street near Bolsa Avenue.

ARTIC is co-located at the OC Vibe development, which has elements of transit-oriented design. While ARTIC is forty miles from LAX, ARTIC provides connectivity to Anaheim Resort Transportation (ART), Metrolink, Amtrak, OCTA buses, and Greyhound buses.

Barriers to Airport Transit Success

The Grand Jury identified several key barriers that hinder the success of airport transit services:

- **Time-sensitivity:** Air travelers are highly time-conscious. The risk of missing a flight makes reliability paramount, and many passengers prefer to maintain control over their schedule, often distrusting public transit reliability.
- **Convenience:** Public buses are frequently perceived as slow, infrequent, and indirect compared to driving or using transportation network companies (TNCs). Transfers and wait times at bus stops add stress and reduce appeal.
- **Luggage Limitations:** Transit vehicles are typically not designed to accommodate large or heavy luggage, making them less suitable for airport-bound passengers.
- **Travel Habits:** Historically, airport trips have been dominated by private vehicles and shuttle services. Public transit has not been the preferred mode for most travelers.

The Grand Jury concluded that the Metrolink or Amtrak connection to the FlyAway® bus from Union Station currently offers the most reliable public transit option between Orange County and LAX, with average travel times under two hours. Return trips from LAX to Irvine average two hours and 15 minutes. The Grand Jury found that adjusting FlyAway® bus arrival times at Union Station by five minutes would enable passengers to board earlier Metrolink or Amtrak trains, thereby reducing travel time from LAX to Orange County by 23 minutes. LAWA has an opportunity to revise FlyAway® bus departure schedules with the opening of ITF East in mid-2026.

Using LA Metro light rail instead of the FlyAway® bus adds 10 to 20 minutes to the journey from Union Station to LAX. Although the Norwalk/Santa Fe Springs shortcut may offer faster travel to LAX at certain times, limited Metrolink service results in return trips that are over 30 minutes longer than the FlyAway® route via Union Station.

Implementing direct FlyAway®-style bus service between LAX and Orange County would ease traffic congestion, lower greenhouse gas emissions, and significantly improve regional transit efficiency, cutting public transit travel times by 30 minutes or more. The Grand Jury identified several viable locations within Orange County for such a service. A comparative analysis of travel durations (see Table 1) underscores the time-saving potential of enhanced regional transit connectivity. LAWA's proven success with the FlyAway® program demonstrates that direct bus service can operate near the breakeven point, offering a practical and efficient solution for airport access.

Better Understanding Orange County's Needs

The Southern California Association of Governments (SCAG) has launched its SoCal Airport Access and Mobility Study, a regional airport passenger and employee survey to better understand how people travel to and from Southern California's airports.²⁷ The first stage of the study is analysis of existing conditions to document the region's airports, access facilities, and connecting transportation networks. This is the ideal opportunity for SCAG to engage with all Orange County cities to understand each city's transportation need for enhanced regional intermodal transit connectivity across various transit authorities and agencies and across county lines.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2025-2026 Orange County Grand Jury has arrived at the following six principal findings:

- F1** Several Orange County locations meet the criteria for express bus pick-up sites, being approximately twenty-five miles from LAX and near major freeways. These locations are Fullerton Park & Ride, Buena Park Mall, and former Westminster Mall.
- F2** The Anaheim Regional Transportation Intermodal Center presents a viable option for express bus service to LAX due to its location near Orange

²⁷ Southern California Association of Governments. *SoCal Airport Access and Mobility Study*.
<https://scag.ca.gov/aviation-program>

County attractions and multimodal connectivity, despite being forty miles from LAX.

F3 The Irvine Transportation Center is a viable potential location for direct bus service to LAX due to its location near South Orange County, freeway access, and multimodal connectivity, despite being fifty miles from LAX.

F4 Public transit options to LAX that offer travel times comparable to private automobiles have several limitations.

- The Orange County Transportation Authority has never operated direct transit service to LAX due to federal regulations prohibiting transit bus service to a single destination such as LAX.
- Metrolink OC Line lacks direct connections to LAX, as stations such as Norwalk/Santa Fe Springs do not provide a seamless link to the airport.
- Southern California Association of Governments planning documents that discuss regional airport ground access neglect cross-county mobility challenges.

F5 Metrolink provides less frequent service on weekends. Weekend travel times often exceed three hours due to reduced train schedules and longer transfer wait times.

F6 Metrolink offers the most dependable connection at Union Station, linking travelers to bus and light rail services to LAX. These routes require transfers, and variable freeway conditions can affect overall travel times.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2025-2026 Orange County Grand Jury makes the following eight recommendations:

R1 By September 30, 2026, the City of Fullerton should direct its Planning Department to collaborate with Orange County Transportation Authority (OCTA) and Los Angeles World Airports (LAWA) on a business case study for FlyAway® or similar services from Fullerton Park & Ride

(Orangethorpe Transit Village) to LAX, with a case study submitted to LAWA. This study should include projected ridership, financial sustainability, infrastructure readiness, and community benefits to support funding of the proposed service. [F1]

R2 By September 30, 2026, the Buena Park City Council should direct its Planning Department to collaborate with Los Angeles World Airports (LAWA) on a business case study for FlyAway® or similar services from the Buena Park Mall site (Village at Buena Park) to LAX, with a case study submitted to LAWA. This study should include projected ridership, financial sustainability, infrastructure readiness, and community benefits to support funding of the proposed service. [F1]

R3 By September 30, 2026, the Westminster City Council should direct its Planning Department to collaborate with Los Angeles World Airports (LAWA) on a business case study for FlyAway® or similar services from the former Westminster Mall site (Bolsa Pacific at Westminster) to LAX, with a case study submitted to LAWA. This study should include projected ridership, financial sustainability, infrastructure readiness, and community benefits to support funding of the proposed service. [F1]

R4 By September 30, 2026, the Anaheim City Council should direct its Planning Department to collaborate with Orange County Transportation Authority (OCTA) and Los Angeles World Airports (LAWA) on a business case study for FlyAway® or similar services from the Anaheim Regional Transit Intermodal Center to LAX, with a case study submitted to LAWA. This study should include projected ridership, financial sustainability, infrastructure readiness, and community benefits to support funding of the proposed service. [F2]

R5 By September 30, 2026, the Irvine City Council should direct its Transportation Department to review the previous FlyAway® service that ended in 2012, engage the LAWA Mobility Unit or any other express bus service of their choice, and, upon receiving City Council approval, submit a business case study to LAWA or other express bus service(s). This study should include projected ridership, financial sustainability, infrastructure readiness, and community benefits to support funding of the proposed service. [F3]

R6 By September 30, 2026, Southern California Association of Governments should reach out to all Orange County cities to engage and understand

each city's transportation need for enhancing regional intermodal transit connectivity across various transit authorities and agencies and across county lines. [F4]

R7 By March 31, 2026, Metrolink should increase Metrolink OC Line weekend train service to support public transportation trips from Orange County through Union Station to LAX. [F5]

R8 By June 30, 2026, OCTA and Metrolink should promote the appropriate services that offer convenient connections to LAX, aiming to inform and guide travelers who are ready to choose public transit for their airport commute. [F6]

COMMENDATIONS

Southern California cities have made commendable strides in addressing transportation challenges through innovative, community-responsive programs which exemplify proactive governance and sustainable urban planning.

One standout initiative is *Irvine CONNECT*, a free neighborhood shuttle service launched by the City of Irvine in response to resident concerns about traffic congestion and limited transit options. This program reflects a thoughtful and inclusive approach to mobility, connecting key destinations such as parks, schools, hospitals, and shopping centers with Irvine Station. Since its inception, Irvine CONNECT has expanded significantly—most notably in July 2025, when the city extended the Yale-Barranca route and introduced new routes like the Jamboree-UCI and Barranca Link. These expansions were based on data from the city's Transit Vision Study and community feedback, demonstrating Irvine's commitment to evidence-based planning and public engagement.

The program's success is evident in its ridership growth, with the original route serving nearly 150,000 rides in its first year. The city's decision to sunset the older iShuttle program and consolidate services under Irvine CONNECT further highlights its dedication to streamlining operations and improving service quality. With seventy-seven stops and shuttles running every 20 minutes, Irvine CONNECT offers an eco-friendly, accessible alternative to car travel, helping reduce emissions and traffic while enhancing connectivity across the city.

These efforts deserve recognition not only for their operational success but also for their responsiveness to community needs. Mayor Larry Agran praised the effort saying, "The No.1 complaint I hear from our city residents is about Irvine's traffic congestion. The

Irvine CONNECT shuttle is one way we are addressing that issue.”²⁸ Irvine’s leadership in expanding transit infrastructure, investing in capital improvements like new bus stops, and leveraging technology for real-time shuttle tracking sets a high standard for municipal transit innovation. Programs like Irvine CONNECT are a model for other cities seeking to build sustainable, resident-centered transportation networks. Orange County has launched several other commendable transportation programs that prioritize safety, sustainability, and regional connectivity. These initiatives reflect strong leadership and a commitment to improving mobility for residents and visitors alike.

REQUIRED RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official’s control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

§933

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises

²⁸ Irvine Community News & Views iMessage, (*Free Irvine CONNECT Shuttle Bus Has Expanded Routes*, 10/2/2025).

or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

§933.05.

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those

budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

The Orange County Grand Jury requires the following responses:

City of Fullerton	90 Day Response Required
Findings:	F1
Recommendations:	R1

City of Buena Park	90 Day Response Required
Findings:	F1
Recommendations:	R2

City of Westminster	90 Day Response Required
Findings:	F1
Recommendations:	R3

City of Anaheim	90 Day Response Required
Findings:	F2
Recommendations:	R4

City of Irvine	90 Day Response Required
Findings:	F3
Recommendations:	R5

Orange County Transportation Authority	90 Day Response Required
Findings:	F1, F2, F4
Recommendations:	R1, R4, R8

Southern California Association of Governments	90 Day Response Required
Findings:	F4
Recommendations:	R6

Southern California Regional Rail Authority (as governing Board of Metrolink)	90 Day Response Required
Findings:	F4, F5, F6
Recommendations:	R7, R8

Glossary and Acronyms

Amtrak	American Track
ADA	Americans with Disabilities Act
APM	Automated People Mover
ART	Anaheim Resort Transportation
ATMP	Airfield & Terminal Modernization Project
ATN	Anaheim Transportation Network
CAGR	Compound Annual Growth Rate
Caltrans	California Department of Transportation
ConRAC	Consolidated Rent-A-Car
CTA	Central Terminal Area
EV	Electric Vehicle
EVE	Everyone Ventures Everywhere
FAA	Federal Aviation Administration
IBC	Irvine Business Complex
ITF	Intermodal Transportation Facility
JPA	Joint Powers Authority
LACMTA or LA Metro	Los Angeles County Metropolitan Transportation Authority
LAMP	Landside Access Modernization Program

LAWA	Los Angeles World Airports
LAX	Los Angeles International Airport
LOSSAN	Los Angeles – San Diego – San Luis Obispo
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
NTS	Norwalk Transit System
OC	Orange County
OCTA	Orange County Transportation Authority
RTP/SCS	Regional Transportation Plan/Sustainable Community Strategy
SCAG	Southern California Association of Governments
SNA	John Wayne Airport
TNC	Transportation Network Company
TOD	Transportation Oriented Development
WMSP	Westminster Mall Specific Plan

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Appendix A

Los Angeles World Airports Traffic and Vehicle Data

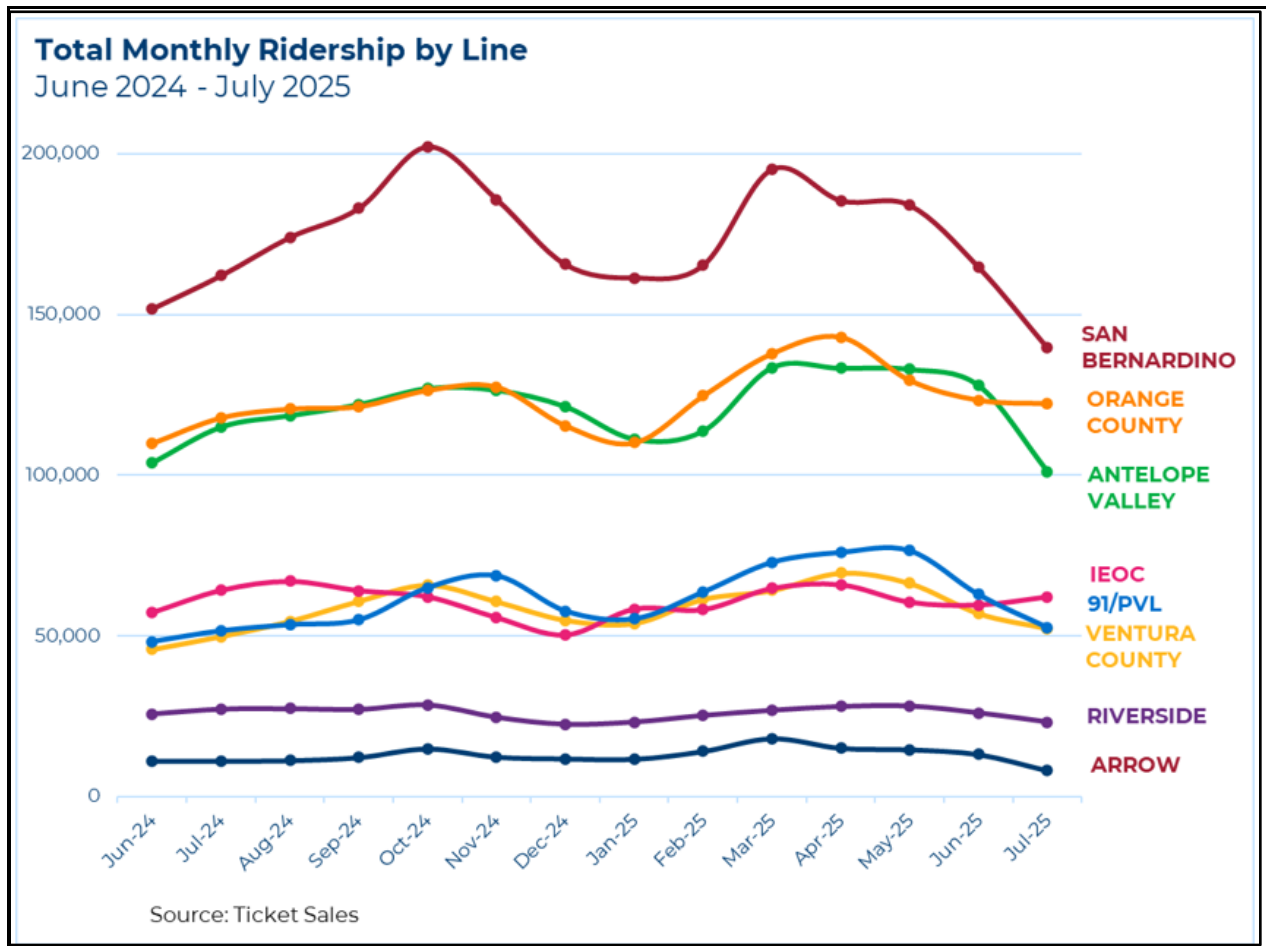
Table 3 LAX Traffic Comparison for September 2025

Los Angeles World Airports (LAWA) Traffic Comparison (TCOM) Los Angeles International Airport Calendar YTD January to September						
	Sep-2025	Sep-2024	% Change	Jan-2025 to Sep-2025	Jan-2024 to Sep-2024	% Change
Passenger Traffic Totals						
Domestic	3,942,661	4,240,358	-7.02 %	37,582,019	39,416,944	-4.66 %
International	1,866,574	1,968,016	-5.15 %	17,869,382	18,235,631	-2.01 %
Total	5,809,235	6,208,374	-6.43 %	55,451,401	57,652,575	-3.82 %
Domestic Passengers						
Scheduled Carriers	3,940,315	4,238,663	-7.04 %	37,554,861	39,400,427	-4.68 %
Commuter Carriers	579	0	100.00 %	12,885	91	14,059.34 %
Charter Carriers	1,767	1,695	4.25 %	14,273	16,426	-13.11 %
Total	3,942,661	4,240,358	-7.02 %	37,582,019	39,416,944	-4.66 %
International Passengers						
Tom Bradley Intl	1,045,693	1,091,068	-4.16 %	9,851,967	9,950,908	-0.99 %
West Gates-MSC	439,328	434,496	1.11 %	3,870,304	3,771,001	2.63 %
Terminal 6	193,915	191,410	1.31 %	1,932,838	1,942,379	-0.49 %
Terminal 7	79,089	104,027	-23.97 %	950,330	1,077,046	-11.77 %
Terminal 2	47,581	86,047	-44.70 %	575,720	751,408	-23.38 %
All Other Terminals	60,968	60,968	0.00 %	688,223	742,889	-7.36 %
Total	1,866,574	1,968,016	-5.15 %	17,869,382	18,235,631	-2.01 %
US Customs Arrivals by Terminal						
Tom Bradley Intl	829,419	858,769	-3.42 %	7,983,718	7,920,228	0.80 %
Terminal 7	74,822	71,461	4.70 %	773,860	791,700	-2.25 %
Terminal 2	214	0	100.00 %	214	0	100.00 %
Terminal 5	0	0	0.00 %	0	0	0.00 %
Terminal 4	0	0	0.00 %	0	0	0.00 %
All Other Terminals	0	0	0.00 %	0	0	0.00 %
Total	904,455	930,230	-2.77 %	8,757,792	8,711,928	0.53 %
Air Cargo (Tons)						
Mail	4,623	4,283	7.94 %	44,570	35,610	25.16 %
Freight	179,165	191,177	-6.28 %	1,594,909	1,761,083	-9.44 %
Total	183,788	195,459	-5.97 %	1,639,479	1,796,693	-8.75 %
FAA Aircraft Movement						
Air Carrier	43,941	44,896	-2.13 %	409,915	409,501	0.10 %
Air Taxi	1,647	1,690	-2.54 %	16,311	15,302	6.59 %
General Aviation	904	1,139	-20.63 %	9,145	9,581	-4.55 %
Military	17	29	-41.38 %	233	314	-25.80 %
Total	46,509	47,754	-2.61 %	435,604	434,698	0.21 %

Source: lawa.org

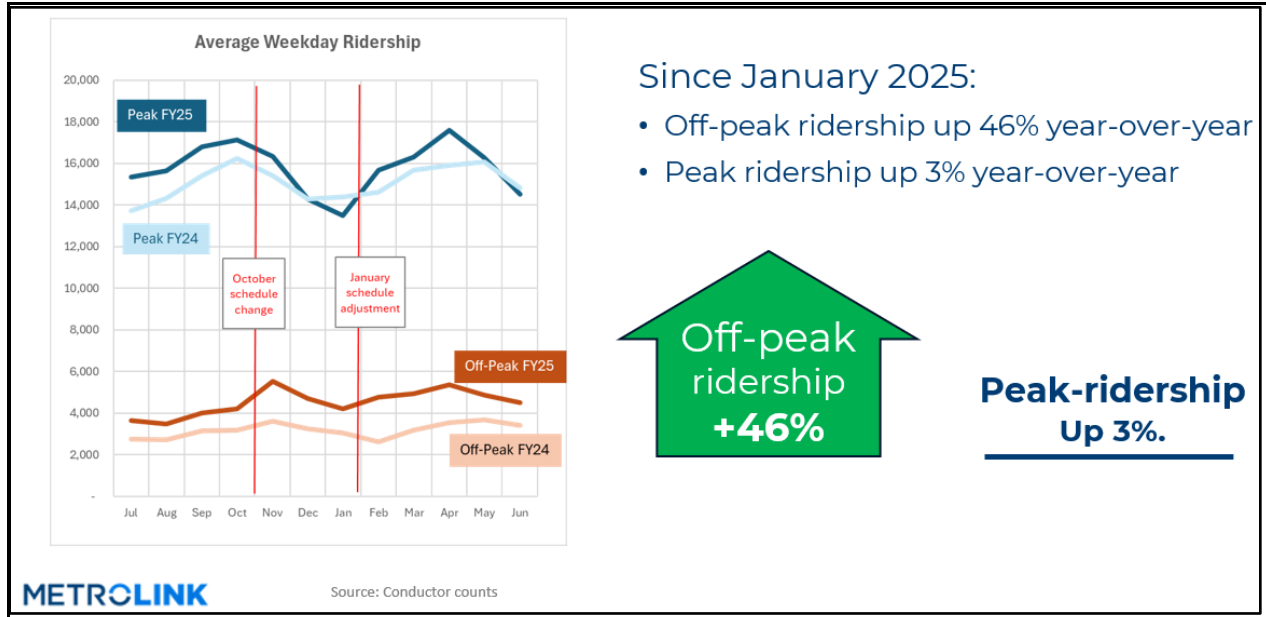
Appendix B

Metrolink Ridership Data



Source: Metrolink

Figure 7 Metrolink Systemwide Ridership



Source: Metrolink

Figure 8 Peak/Off-Peak Ridership Analysis

Appendix C

Public Transportation References

- **FlyAway® Bus**
 - <https://www.flylax.com/flyaway-bus>
 - Schedule: Union Station - LAX
 - <https://www.flylax.com/flyaway-bus/union-station>
- **LA Metro**
 - <https://www.metro.net/>
 - Schedule: A, C, E, J, and K Lines
 - <https://www.metro.net/riding/schedules-2/>
- **Norwalk Transportation System**
 - https://www.norwalk.org/departments_services/norwalk_transit_system_nts/index.php
 - Schedule: Buses 4 and 7
 - https://www.norwalk.org/departments_services/norwalk_transit_system_nts/fares.php
- **Metrolink**
 - <https://metrolinktrains.com/>
 - Schedule
 - <https://metrolinktrains.com/>
- **Amtrak Pacific Surfliner**
 - <https://www.pacificsurfliner.com/>
 - Schedule
 - <https://www.pacificsurfliner.com/plan-your-trip/schedules/>
- **Orange County Transportation Authority**
 - <https://octa.net/>
 - Schedule: Buses 76, 83, and 460
 - <https://octa.net/getting-around/bus/oc-bus/routes-and-schedules/routes-and-schedules>

Appendix D

Route Data

Table 5 Weekday FlyAway®-to-Metrolink/Amtrak Route with Average Travel Time of Two Hours and 15 Minutes and Average Wait Time of 38 Minutes

FlyAway®		Wait Time	Metrolink / Amtrak		Transit Time	Total Wait	Total Time
LAX	Union Station		Union Station	Irvine			
5:40 AM	6:12 AM	0:28	6:40 AM	7:48 AM	1:40	0:28	2:08
6:10 AM	6:42 AM	0:28	7:10 AM	8:12 AM	1:34	0:28	2:02
6:40 AM	7:12 AM	0:28	7:40 AM	8:48 AM	1:40	0:28	2:08
7:10 AM	7:42 AM	0:28	8:10 AM	9:12 AM	1:34	0:28	2:02
7:40 AM	8:12 AM	0:28	8:40 AM	9:48 AM	1:40	0:28	2:08
8:10 AM	8:42 AM	1:28	10:10 AM	11:12 AM	1:34	1:28	3:02
8:40 AM	9:12 AM	0:58	10:10 AM	11:12 AM	1:34	0:58	2:32
9:10 AM	9:42 AM	0:28	10:10 AM	11:12 AM	1:34	0:28	2:02
9:40 AM	10:12 AM	0:28	10:40 AM	11:48 AM	1:40	0:28	2:08
10:10 AM	10:42 AM	0:28	11:10 AM	12:12 PM	1:34	0:28	2:02
10:40 AM	11:12 AM	0:58	12:10 PM	1:12 PM	1:34	0:58	2:32
11:10 AM	11:42 AM	0:28	12:10 PM	1:12 PM	1:34	0:28	2:02
11:40 AM	12:12 PM	0:28	12:40 PM	1:48 PM	1:40	0:28	2:08
12:10 PM	12:42 PM	0:42	1:24 PM	2:32 PM	1:40	0:42	2:22
12:40 PM	1:12 PM	0:12	1:24 PM	2:32 PM	1:40	0:12	1:52
1:10 PM	1:42 PM	0:58	2:40 PM	3:48 PM	1:40	0:58	2:38
1:40 PM	2:12 PM	0:28	2:40 PM	3:48 PM	1:40	0:28	2:08
2:10 PM	2:42 PM	0:28	3:10 PM	4:12 PM	1:34	0:28	2:02
2:40 PM	3:12 PM	0:28	3:40 PM	4:48 PM	1:40	0:28	2:08
3:10 PM	3:42 PM	0:28	4:10 PM	5:09 PM	1:31	0:28	1:59
3:40 PM	4:12 PM	0:28	4:40 PM	5:48 PM	1:40	0:28	2:08
4:10 PM	4:42 PM	0:28	5:10 PM	6:12 PM	1:34	0:28	2:02
4:40 PM	5:12 PM	0:28	5:40 PM	6:48 PM	1:40	0:28	2:08
5:10 PM	5:42 PM	0:28	6:10 PM	7:12 PM	1:34	0:28	2:02
5:40 PM	6:12 PM	0:28	6:40 PM	7:48 PM	1:40	0:28	2:08
6:10 PM	6:42 PM	1:28	8:10 PM	9:12 PM	1:34	1:28	3:02
6:40 PM	7:12 PM	0:58	8:10 PM	9:12 PM	1:34	0:58	2:32
7:10 PM	7:42 PM	0:28	8:10 PM	9:12 PM	1:34	0:28	2:02
7:40 PM	8:12 PM	1:28	9:40 PM	10:48 PM	1:40	1:28	3:08
8:10 PM	8:42 PM	0:58	9:40 PM	10:48 PM	1:40	0:58	2:38
8:40 PM	9:12 PM	0:28	9:40 PM	10:48 PM	1:40	0:28	2:08
9:10 PM	9:42 PM	0:28	10:10 PM	11:12 PM	1:34	0:28	2:02
				Average	1:36	0:38	2:15

Blue = Metrolink

Connecting Orange County to LAX

Table 6 Weekday FlyAway®-to-Metrolink/Amtrak Route with FlyAway® Bus Arriving Five Minutes Early
Reduces Average Travel Time by 23 Minutes

FlyAway®		Wait Time	Metrolink / Amtrak		Transit Time	Total Wait	Total Time
LAX	Union Station		Union Station	Irvine			
5:35 AM	6:07 AM	0:03	6:10 AM	7:12 AM	1:34	0:03	1:37
6:05 AM	6:37 AM	0:03	6:40 AM	7:48 AM	1:40	0:03	1:43
6:35 AM	7:07 AM	0:03	7:10 AM	8:12 AM	1:34	0:03	1:37
7:05 AM	7:37 AM	0:03	7:40 AM	8:48 AM	1:40	0:03	1:43
7:35 AM	8:07 AM	0:03	8:10 AM	9:12 AM	1:34	0:03	1:37
8:05 AM	8:37 AM	0:03	8:40 AM	9:48 AM	1:40	0:03	1:43
8:35 AM	9:07 AM	1:03	10:10 AM	11:12 AM	1:34	1:03	2:37
9:05 AM	9:37 AM	0:33	10:10 AM	11:12 AM	1:34	0:33	2:07
9:35 AM	10:07 AM	0:03	10:10 AM	11:12 AM	1:34	0:03	1:37
10:05 AM	10:37 AM	0:03	10:40 AM	11:48 AM	1:40	0:03	1:43
10:35 AM	11:07 AM	0:03	11:10 AM	12:12 PM	1:34	0:03	1:37
11:05 AM	11:37 AM	0:33	12:10 PM	1:12 PM	1:34	0:33	2:07
11:35 AM	12:07 PM	0:03	12:10 PM	1:12 PM	1:34	0:03	1:37
12:05 PM	12:37 PM	0:03	12:40 PM	1:48 PM	1:40	0:03	1:43
12:35 PM	1:07 PM	0:17	1:24 PM	2:32 PM	1:40	0:17	1:57
1:05 PM	1:37 PM	1:03	2:40 PM	3:48 PM	1:40	1:03	2:43
1:35 PM	2:07 PM	0:33	2:40 PM	3:48 PM	1:40	0:33	2:13
2:05 PM	2:37 PM	0:03	2:40 PM	3:48 PM	1:40	0:03	1:43
2:35 PM	3:07 PM	0:03	3:10 PM	4:12 PM	1:34	0:03	1:37
3:05 PM	3:37 PM	0:03	3:40 PM	4:48 PM	1:40	0:03	1:43
3:35 PM	4:07 PM	0:03	4:10 PM	5:09 PM	1:31	0:03	1:34
4:05 PM	4:37 PM	0:03	4:40 PM	5:48 PM	1:40	0:03	1:43
4:35 PM	5:07 PM	0:03	5:10 PM	6:12 PM	1:34	0:03	1:37
5:05 PM	5:37 PM	0:03	5:40 PM	6:48 PM	1:40	0:03	1:43
5:35 PM	6:07 PM	0:03	6:10 PM	7:12 PM	1:34	0:03	1:37
6:05 PM	6:37 PM	0:03	6:40 PM	7:48 PM	1:40	0:03	1:43
6:35 PM	7:07 PM	1:03	8:10 PM	9:12 PM	1:34	1:03	2:37
7:05 PM	7:37 PM	0:33	8:10 PM	9:12 PM	1:34	0:33	2:07
7:35 PM	8:07 PM	0:03	8:10 PM	9:12 PM	1:34	0:03	1:37
8:05 PM	8:37 PM	1:03	9:40 PM	10:48 PM	1:40	1:03	2:43
8:35 PM	9:07 PM	0:33	9:40 PM	10:48 PM	1:40	0:33	2:13
9:05 PM	9:37 PM	0:03	9:40 PM	10:48 PM	1:40	0:03	1:43
9:35 PM	10:07 PM	0:03	10:10 PM	11:12 PM	1:34	0:03	1:37
Average					1:36	0:15	1:52

Blue = Metrolink

Table 7 Weekend FlyAway®-to-Metrolink/Amtrak Route with Average Travel Time of Two Hours and 15 Minutes and Average Wait Time of 38 Minutes

FlyAway®		Wait Time	Metrolink / Amtrak		Transit Time	Total Wait	Total Time
LAX	Union Station		Union Station	Irvine			
5:40 AM	6:12 AM	0:58	7:10 AM	8:12 AM	1:34	0:58	2:32
6:10 AM	6:42 AM	0:28	7:10 AM	8:12 AM	1:34	0:28	2:02
6:40 AM	7:12 AM	0:58	8:10 AM	9:12 AM	1:34	0:58	2:32
7:10 AM	7:42 AM	0:28	8:10 AM	9:12 AM	1:34	0:28	2:02
7:40 AM	8:12 AM	0:28	8:40 AM	9:49 AM	1:41	0:28	2:09
8:10 AM	8:42 AM	1:28	10:10 AM	11:12 AM	1:34	1:28	3:02
8:40 AM	9:12 AM	0:58	10:10 AM	11:12 AM	1:34	0:58	2:32
9:10 AM	9:42 AM	0:28	10:10 AM	11:12 AM	1:34	0:28	2:02
9:40 AM	10:12 AM	0:38	10:50 AM	11:59 AM	1:41	0:38	2:19
10:10 AM	10:42 AM	0:08	10:50 AM	11:59 AM	1:41	0:08	1:49
10:10 AM	10:42 AM	0:28	11:10 AM	12:12 PM	1:34	0:28	2:02
10:40 AM	11:12 AM	0:58	12:10 PM	1:12 PM	1:34	0:58	2:32
11:10 AM	11:42 AM	0:28	12:10 PM	1:12 PM	1:34	0:28	2:02
11:40 AM	12:12 PM	1:48	2:00 PM	3:09 PM	1:41	1:48	3:29
12:10 PM	12:42 PM	1:18	2:00 PM	3:09 PM	1:41	1:18	2:59
12:40 PM	1:12 PM	0:48	2:00 PM	3:09 PM	1:41	0:48	2:29
1:10 PM	1:42 PM	0:18	2:00 PM	3:09 PM	1:41	0:18	1:59
1:40 PM	2:12 PM	0:58	3:10 PM	4:12 PM	1:34	0:58	2:32
2:10 PM	2:42 PM	0:28	3:10 PM	4:12 PM	1:34	0:28	2:02
2:40 PM	3:12 PM	0:58	4:10 PM	5:09 PM	1:31	0:58	2:29
3:10 PM	3:42 PM	0:28	4:10 PM	5:09 PM	1:31	0:28	1:59
3:40 PM	4:12 PM	0:15	4:27 PM	5:36 PM	1:41	0:15	1:56
4:10 PM	4:42 PM	0:28	5:10 PM	6:12 PM	1:34	0:28	2:02
4:40 PM	5:12 PM	0:58	6:10 PM	7:12 PM	1:34	0:58	2:32
5:10 PM	5:42 PM	0:28	6:10 PM	7:12 PM	1:34	0:28	2:02
5:40 PM	6:12 PM	1:58	8:10 PM	9:12 PM	1:34	1:58	3:32
6:10 PM	6:42 PM	1:28	8:10 PM	9:12 PM	1:34	1:28	3:02
6:40 PM	7:12 PM	0:58	8:10 PM	9:12 PM	1:34	0:58	2:32
7:10 PM	7:42 PM	0:28	8:10 PM	9:12 PM	1:34	0:28	2:02
7:40 PM	8:12 PM	1:58	10:10 PM	11:12 PM	1:34	1:58	3:32
8:10 PM	8:42 PM	1:28	10:10 PM	11:12 PM	1:34	1:28	3:02
8:40 PM	9:12 PM	0:58	10:10 PM	11:12 PM	1:34	0:58	2:32
9:10 PM	9:42 PM	0:28	10:10 PM	11:12 PM	1:34	0:28	2:02
				Average	1:35	0:50	2:26

Blue = Metrolink

Connecting Orange County to LAX

*Table 8 Weekend FlyAway®-to-Metrolink/Amtrak Route with FlyAway® Bus Arriving Five Minutes Early
Reduces Average Travel Time by 21 Minutes*

FlyAway®		Wait Time	Metrolink / Amtrak		Transit Time	Total Wait	Total Time
LAX	Union Station		Union Station	Irvine			
5:35 AM	6:07 AM	0:03	6:10 AM	7:12 AM	1:34	0:03	1:37
6:05 AM	6:37 AM	0:33	7:10 AM	8:12 AM	1:34	0:33	2:07
6:35 AM	7:07 AM	0:03	7:10 AM	8:12 AM	1:34	0:03	1:37
7:05 AM	7:37 AM	0:33	8:10 AM	9:12 AM	1:34	0:33	2:07
7:35 AM	8:07 AM	0:03	8:10 AM	9:12 AM	1:34	0:03	1:37
8:05 AM	8:37 AM	0:03	8:40 AM	9:49 AM	1:41	0:03	1:44
8:35 AM	9:07 AM	1:03	10:10 AM	11:12 AM	1:34	1:03	2:37
9:05 AM	9:37 AM	0:33	10:10 AM	11:12 AM	1:34	0:33	2:07
9:35 AM	10:07 AM	0:03	10:10 AM	11:12 AM	1:34	0:03	1:37
10:05 AM	10:37 AM	0:13	10:50 AM	11:59 AM	1:41	0:13	1:54
10:35 AM	11:07 AM	0:03	11:10 AM	12:12 PM	1:34	0:03	1:37
11:05 AM	11:37 AM	0:33	12:10 PM	1:12 PM	1:34	0:33	2:07
11:35 AM	12:07 PM	0:03	12:10 PM	1:12 PM	1:34	0:03	1:37
12:05 PM	12:37 PM	1:23	2:00 PM	3:09 PM	1:41	1:23	3:04
12:35 PM	1:07 PM	0:53	2:00 PM	3:09 PM	1:41	0:53	2:34
1:05 PM	1:37 PM	0:23	2:00 PM	3:09 PM	1:41	0:23	2:04
1:35 PM	2:07 PM	1:03	3:10 PM	4:12 PM	1:34	1:03	2:37
2:05 PM	2:37 PM	0:33	3:10 PM	4:12 PM	1:34	0:33	2:07
2:35 PM	3:07 PM	0:03	3:10 PM	4:12 PM	1:34	0:03	1:37
3:05 PM	3:37 PM	0:33	4:10 PM	5:09 PM	1:31	0:33	2:04
3:35 PM	4:07 PM	0:03	4:10 PM	5:09 PM	1:31	0:03	1:34
3:35 PM	4:07 PM	0:20	4:27 PM	5:36 PM	1:41	0:20	2:01
4:05 PM	4:37 PM	0:33	5:10 PM	6:12 PM	1:34	0:33	2:07
4:35 PM	5:07 PM	0:03	5:10 PM	6:12 PM	1:34	0:03	1:37
5:05 PM	5:37 PM	0:33	6:10 PM	7:12 PM	1:34	0:33	2:07
5:35 PM	6:07 PM	0:03	6:10 PM	7:12 PM	1:34	0:03	1:37
6:05 PM	6:37 PM	1:33	8:10 PM	9:12 PM	1:34	1:33	3:07
6:35 PM	7:07 PM	1:03	8:10 PM	9:12 PM	1:34	1:03	2:37
7:05 PM	7:37 PM	0:33	8:10 PM	9:12 PM	1:34	0:33	2:07
7:35 PM	8:07 PM	0:03	8:10 PM	9:12 PM	1:34	0:03	1:37
8:05 PM	8:37 PM	1:33	10:10 PM	11:12 PM	1:34	1:33	3:07
8:35 PM	9:07 PM	1:03	10:10 PM	11:12 PM	1:34	1:03	2:37
9:05 PM	9:37 PM	0:33	10:10 PM	11:12 PM	1:34	0:33	2:07
9:35 PM	10:07 PM	0:03	10:10 PM	11:12 PM	1:34	0:03	1:37
Average					1:35	0:30	2:05

Blue = Metrolink

Table 9 Weekday LA Metro C Line-to-Metrolink/Amtrak Route with Average Travel Time of Two and a Half Hours and Average Wait Time of 54 Minutes

LA Metro C Line		Wait Time	Norwalk Bus 4		Wait Time	Metrolink / Amtrak		Transit Time	Total Wait	Total Time
LAX	Norwalk Station		Norwalk Station	Santa Fe Springs		Santa Fe Springs	Irvine			
4:40 AM	5:11 AM	0:05	5:16 AM	5:35 AM	0:30	6:05 AM	6:48 AM	1:33	0:35	2:08
5:10 AM	5:41 AM	0:05	5:46 AM	6:08 AM	0:57	7:05 AM	7:48 AM	1:36	1:02	2:38
5:40 AM	6:11 AM	0:05	6:16 AM	6:35 AM	0:30	7:05 AM	7:48 AM	1:33	0:35	2:08
6:10 AM	6:41 AM	0:04	6:45 AM	7:08 AM	0:57	8:05 AM	8:48 AM	1:37	1:01	2:38
6:40 AM	7:11 AM	0:08	7:19 AM	7:40 AM	0:25	8:05 AM	8:48 AM	1:35	0:33	2:08
7:10 AM	7:41 AM	0:05	7:46 AM	8:09 AM	0:56	9:05 AM	9:48 AM	1:37	1:01	2:38
7:40 AM	8:11 AM	0:05	8:16 AM	8:39 AM	0:26	9:05 AM	9:48 AM	1:37	0:31	2:08
8:00 AM	8:31 AM	0:10	8:41 AM	9:05 AM	0:00	9:05 AM	9:48 AM	1:38	0:10	1:48
8:40 AM	9:11 AM	0:25	9:36 AM	10:01 AM	1:04	11:05 AM	11:48 AM	1:39	1:29	3:08
9:10 AM	9:41 AM	0:21	10:02 AM	10:23 AM	0:42	11:05 AM	11:48 AM	1:35	1:03	2:38
9:40 AM	10:11 AM	0:26	10:37 AM	10:59 AM	0:06	11:05 AM	11:48 AM	1:36	0:32	2:08
10:00 AM	10:31 AM	0:06	10:37 AM	10:59 AM	0:06	11:05 AM	11:48 AM	1:36	0:12	1:48
10:40 AM	11:11 AM	0:08	11:19 AM	11:40 AM	1:25	1:05 PM	1:48 PM	1:35	1:33	3:08
11:10 AM	11:41 AM	0:02	11:43 AM	12:07 PM	0:58	1:05 PM	1:48 PM	1:38	1:00	2:38
11:40 AM	12:11 PM	0:25	12:36 PM	12:59 PM	0:06	1:05 PM	1:48 PM	1:37	0:31	2:08
11:59 AM	12:31 PM	0:05	12:36 PM	12:59 PM	0:06	1:05 PM	1:48 PM	1:38	0:11	1:49
12:30 PM	1:01 PM	0:08	1:09 PM	1:32 PM	0:17	1:49 PM	2:32 PM	1:37	0:25	2:02
1:10 PM	1:41 PM	0:29	2:10 PM	2:34 PM	0:31	3:05 PM	3:48 PM	1:38	1:00	2:38
1:30 PM	2:01 PM	0:09	2:10 PM	2:34 PM	0:31	3:05 PM	3:48 PM	1:38	0:40	2:18
2:10 PM	2:41 PM	0:28	3:09 PM	3:33 PM	0:32	4:05 PM	4:48 PM	1:38	1:00	2:38
2:30 PM	3:01 PM	0:08	3:09 PM	3:33 PM	0:32	4:05 PM	4:48 PM	1:38	0:40	2:18
3:10 PM	3:41 PM	0:28	4:09 PM	4:34 PM	0:31	5:05 PM	5:48 PM	1:39	0:59	2:38
3:40 PM	4:11 PM	0:27	4:38 PM	5:03 PM	0:02	5:05 PM	5:48 PM	1:39	0:29	2:08
4:00 PM	4:31 PM	0:07	4:38 PM	5:03 PM	0:02	5:05 PM	5:48 PM	1:39	0:09	1:48
4:30 PM	5:01 PM	0:01	5:02 PM	5:27 PM	0:38	6:05 PM	6:48 PM	1:39	0:39	2:18
5:10 PM	5:41 PM	0:01	5:42 PM	6:07 PM	0:58	7:05 PM	7:47 PM	1:38	0:59	2:37
5:40 PM	6:11 PM	0:05	6:16 PM	6:39 PM	0:26	7:05 PM	7:47 PM	1:36	0:31	2:07
6:10 PM	6:41 PM	0:04	6:45 PM	7:07 PM	2:58	10:05 PM	10:48 PM	1:36	3:02	4:38
6:40 PM	7:11 PM	0:24	7:35 PM	7:55 PM	2:10	10:05 PM	10:48 PM	1:34	2:34	4:08
7:10 PM	7:41 PM	0:51	8:32 PM	8:47 PM	1:18	10:05 PM	10:48 PM	1:29	2:09	3:38
7:40 PM	8:11 PM	0:21	8:32 PM	8:47 PM	1:18	10:05 PM	10:48 PM	1:29	1:39	3:08
8:10 PM	8:41 PM	0:28	9:09 PM	9:22 PM	0:43	10:05 PM	10:48 PM	1:27	1:11	2:38
8:40 PM	9:11 PM	0:38	9:49 PM	10:02 PM	0:03	10:05 PM	10:48 PM	1:27	0:41	2:08
9:00 PM	9:31 PM	0:18	9:49 PM	10:02 PM	0:03	10:05 PM	10:48 PM	1:27	0:21	1:48
Average		0:14			0:40			1:35	0:54	2:30

Blue = Metrolink

Connecting Orange County to LAX

Table 10 Weekend LA Metro C Line-to-Metrolink/Amtrak Route with Last Departure from LAX at 3:40 PM and Average Travel Time in Excess of Three Hours

LA Metro C Line		Wait Time	Norwalk Bus 4 and 7		Wait Time	Metrolink / Amtrak		Transit Time	Total Wait	Total Time
LAX	Norwalk Station		Norwalk Station	Santa Fe Springs		Santa Fe Springs	Irvine			
7:10 AM	7:41 AM	0:19	8:00 AM	8:18 AM	0:45	9:03 AM	9:49 AM	1:35	1:04	2:39
7:50 AM	8:21 AM	0:04	8:25 AM	8:39 AM	0:24	9:03 AM	9:49 AM	1:31	0:28	1:59
8:10 AM	8:41 AM	0:09	8:50 AM	9:08 AM	2:05	11:13 AM	11:59 AM	1:35	2:14	3:49
8:40 AM	9:11 AM	0:29	9:40 AM	9:58 AM	1:15	11:13 AM	11:59 AM	1:35	1:44	3:19
9:10 AM	9:41 AM	0:49	10:30 AM	10:50 AM	0:23	11:13 AM	11:59 AM	1:37	1:12	2:49
9:50 AM	10:21 AM	0:09	10:30 AM	10:50 AM	0:23	11:13 AM	11:59 AM	1:37	0:32	2:09
10:10 AM	10:41 AM	0:39	11:20 AM	11:40 AM	2:44	2:24 PM	3:09 PM	1:36	3:23	4:59
10:40 AM	11:11 AM	0:09	11:20 AM	11:40 AM	2:44	2:24 PM	3:09 PM	1:36	2:53	4:29
11:10 AM	11:41 AM	0:29	12:10 PM	12:30 PM	1:54	2:24 PM	3:09 PM	1:36	2:23	3:59
11:40 AM	12:11 PM	0:49	1:00 PM	1:20 PM	1:04	2:24 PM	3:09 PM	1:36	1:53	3:29
12:10 PM	12:41 PM	0:19	1:00 PM	1:20 PM	1:04	2:24 PM	3:09 PM	1:36	1:23	2:59
12:40 PM	1:11 PM	0:39	1:50 PM	2:10 PM	0:14	2:24 PM	3:09 PM	1:36	0:53	2:29
1:10 PM	1:41 PM	0:09	1:50 PM	2:10 PM	0:14	2:24 PM	3:09 PM	1:36	0:23	1:59
1:40 PM	2:11 PM	0:29	2:40 PM	3:00 PM	1:50	4:50 PM	5:36 PM	1:37	2:19	3:56
2:10 PM	2:41 PM	0:49	3:30 PM	3:50 PM	1:00	4:50 PM	5:36 PM	1:37	1:49	3:26
2:40 PM	3:11 PM	0:19	3:30 PM	3:50 PM	1:00	4:50 PM	5:36 PM	1:37	1:19	2:56
3:10 PM	3:41 PM	0:39	4:20 PM	4:40 PM	0:10	4:50 PM	5:36 PM	1:37	0:49	2:26
3:40 PM	4:11 PM	0:09	4:20 PM	4:40 PM	0:10	4:50 PM	5:36 PM	1:37	0:19	1:56
Average		0:25			1:04			1:35	1:30	3:05

Blue = Metrolink

Orange = Bus 7 (No Service on Sundays)

Table 11 Weekday Metrolink/Amtrak-to-FlyAway® Route with Average Travel Time of One Hour and a 48 Minutes and Average Wait Time of only Seven Minutes

Metrolink / Amtrak		Wait Time	FlyAway®		Transit Time	Total Wait	Total Time
Irvine	Union Station		Union Station	LAX			
5:12 AM	6:20 AM	0:10	6:30 AM	7:03 AM	1:41	0:10	1:51
5:49 AM	6:57 AM	0:03	7:00 AM	7:33 AM	1:41	0:03	1:44
6:12 AM	7:20 AM	0:10	7:30 AM	8:03 AM	1:41	0:10	1:51
7:12 AM	8:20 AM	0:10	8:30 AM	9:03 AM	1:41	0:10	1:51
7:49 AM	8:57 AM	0:03	9:00 AM	9:33 AM	1:41	0:03	1:44
8:12 AM	9:20 AM	0:10	9:30 AM	10:03 AM	1:41	0:10	1:51
9:12 AM	10:20 AM	0:10	10:30 AM	11:03 AM	1:41	0:10	1:51
9:49 AM	10:52 AM	0:08	11:00 AM	11:33 AM	1:36	0:08	1:44
10:12 AM	11:20 AM	0:10	11:30 AM	12:03 PM	1:41	0:10	1:51
11:49 AM	12:57 PM	0:03	1:00 PM	1:33 PM	1:41	0:03	1:44
1:12 PM	2:20 PM	0:10	2:30 PM	3:03 PM	1:41	0:10	1:51
1:49 PM	2:57 PM	0:03	3:00 PM	3:33 PM	1:41	0:03	1:44
2:49 PM	3:57 PM	0:03	4:00 PM	4:33 PM	1:41	0:03	1:44
3:12 PM	4:20 PM	0:10	4:30 PM	5:03 PM	1:41	0:10	1:51
3:52 PM	4:57 PM	0:03	5:00 PM	5:33 PM	1:38	0:03	1:41
4:12 PM	5:20 PM	0:10	5:30 PM	6:03 PM	1:41	0:10	1:51
5:12 PM	6:20 PM	0:10	6:30 PM	7:03 PM	1:41	0:10	1:51
5:52 PM	6:57 PM	0:03	7:00 PM	7:33 PM	1:38	0:03	1:41
6:12 PM	7:20 PM	0:10	7:30 PM	8:03 PM	1:41	0:10	1:51
6:53 PM	8:04 PM	0:26	8:30 PM	9:03 PM	1:44	0:26	2:10
7:12 PM	8:20 PM	0:10	8:30 PM	9:03 PM	1:41	0:10	1:51
8:12 PM	9:20 PM	0:10	9:30 PM	10:03 PM	1:41	0:10	1:51
8:49 PM	9:57 PM	0:03	10:00 PM	10:33 PM	1:41	0:03	1:44
9:49 PM	10:57 PM	0:03	11:00 PM	11:33 PM	1:41	0:03	1:44
				Average	1:40	0:07	1:48

Blue = Metrolink

Table 12 Weekend Metrolink/Amtrak-to-FlyAway® Route with Average Travel Time of One Hour and a 52 Minutes and Average Wait Time of only Ten Minutes

Metrolink / Amtrak		Wait Time	FlyAway®		Transit Time	Total Wait	Total Time
Irvine	Union Station		Union Station	LAX			
5:49 AM	6:57 AM	0:03	7:00 AM	7:33 AM	1:41	0:03	1:44
7:49 AM	8:57 AM	0:03	9:00 AM	9:33 AM	1:41	0:03	1:44
9:21 AM	10:34 AM	0:26	11:00 AM	11:33 AM	1:46	0:26	2:12
9:49 AM	10:52 AM	0:08	11:00 AM	11:33 AM	1:36	0:08	1:44
11:49 AM	12:57 PM	0:03	1:00 PM	1:33 PM	1:41	0:03	1:44
12:22 PM	1:34 PM	0:26	2:00 PM	2:33 PM	1:45	0:26	2:11
1:49 PM	2:57 PM	0:03	3:00 PM	3:33 PM	1:41	0:03	1:44
2:23 PM	3:39 PM	0:21	4:00 PM	4:33 PM	1:49	0:21	2:10
2:49 PM	3:57 PM	0:03	4:00 PM	4:33 PM	1:41	0:03	1:44
3:52 PM	4:57 PM	0:03	5:00 PM	5:33 PM	1:38	0:03	1:41
5:52 PM	6:57 PM	0:03	7:00 PM	7:33 PM	1:38	0:03	1:41
6:21 PM	7:38 PM	0:22	8:00 PM	8:33 PM	1:50	0:22	2:12
6:53 PM	8:04 PM	0:26	8:30 PM	9:03 PM	1:44	0:26	2:10
8:49 PM	9:57 PM	0:03	10:00 PM	10:33 PM	1:41	0:03	1:44
9:49 PM	10:57 PM	0:03	11:00 PM	11:33 PM	1:41	0:03	1:44
				Average	1:42	0:10	1:52

Blue = Metrolink

Table 13 Weekday Metrolink/Amtrak-to-LA Metro C Line Route with Average Travel Time of One Hour and 47 Minutes but only One Train during Mid-Day

Metrolink / Amtrak		Wait Time	Norwalk Bus 4		Wait Time	LA Metro C Line		Transit Time	Total Wait	Total Time
Irvine	Santa Fe Springs		Santa Fe Springs	Norwalk Station		Norwalk Station	LAX			
5:12 AM	5:57 AM	0:04	6:01 AM	6:16 AM	0:09	6:25 AM	6:55 AM	1:30	0:13	1:43
6:12 AM	6:57 AM	0:03	7:00 AM	7:17 AM	0:08	7:25 AM	7:55 AM	1:32	0:11	1:43
7:12 AM	7:57 AM	0:06	8:03 AM	8:21 AM	0:04	8:25 AM	8:55 AM	1:33	0:10	1:43
8:12 AM	8:57 AM	0:12	9:09 AM	9:26 AM	0:09	9:35 AM	10:05 AM	1:32	0:21	1:53
9:12 AM	9:57 AM	0:04	10:01 AM	10:18 AM	0:07	10:25 AM	10:55 AM	1:32	0:11	1:43
10:12 AM	10:57 AM	0:03	11:00 AM	11:17 AM	0:08	11:25 AM	11:55 AM	1:32	0:11	1:43
1:12 PM	1:57 PM	0:02	1:59 PM	2:17 PM	0:08	2:25 PM	2:55 PM	1:33	0:10	1:43
3:12 PM	3:57 PM	0:00	3:57 PM	4:16 PM	0:09	4:25 PM	4:55 PM	1:34	0:09	1:43
4:12 PM	4:57 PM	0:10	5:07 PM	5:27 PM	0:08	5:35 PM	6:05 PM	1:35	0:18	1:53
5:12 PM	5:57 PM	0:04	6:01 PM	6:19 PM	0:06	6:25 PM	6:55 PM	1:33	0:10	1:43
6:12 PM	6:57 PM	0:04	7:01 PM	7:18 PM	0:07	7:25 PM	7:55 PM	1:32	0:11	1:43
7:12 PM	7:57 PM	0:17	8:14 PM	8:29 PM	0:16	8:45 PM	9:15 PM	1:30	0:33	2:03
8:12 PM	8:57 PM	0:29	9:26 PM	9:40 PM	0:05	9:45 PM	10:15 PM	1:29	0:34	2:03
Average		0:07			0:08			1:32	0:15	1:47

Blue = Metrolink

Table 14 Weekend Metrolink/Amtrak-to-LA Metro C Line Route with Earliest Arrival to LAX at 11:45 AM and Average Travel Time of Two Hours and Eight Minutes

Metrolink / Amtrak		Wait Time	Norwalk Bus 4		Wait Time	LA Metro C Line		Transit Time	Total Wait	Total Time
Irvine	Santa Fe Springs		Santa Fe Springs	Norwalk Station		Norwalk Station	LAX			
9:21 AM	10:05 AM	0:50	10:55 AM	11:10 AM	0:05	11:15 AM	11:45 AM	1:29	0:55	2:24
12:22 PM	1:06 PM	0:22	1:28 PM	1:44 PM	0:11	1:55 PM	2:25 PM	1:30	0:33	2:03
2:23 PM	3:10 PM	0:46	3:56 PM	4:12 PM	0:03	4:15 PM	4:45 PM	1:33	0:49	2:22
6:21 PM	7:08 PM	0:07	7:15 PM	7:29 PM	0:06	7:35 PM	8:05 PM	1:31	0:13	1:44
Average		0:31			0:06			1:30	0:37	2:08

Blue = Metrolink

Table 15 Comparison of Transit Routes from Irvine to LAX

Item	Metrolink/Amtrak -> FlyAway® -> APM		Metrolink -> NTS -> C Line -> APM	
	Weekday	Weekend	Weekday	Weekend
Average Trip Time (Hours: Minutes)	1:48	1:52	1:47	2:08
Shortest Trip Time (Hours: Minutes)	1:41	1:41	1:43	1:44
Longest Trip Time (Hours: Minutes)	2:10	2:12	2:03	2:24
Number of Trains	24	15	13	4
Average Frequency of Trains (Hours: Minutes)	0:43	1:08	1:15	3:00
Percentage of Trips < 2:00	96%	67%	85%	25%
Percentage of Trips < 2:00 and < 2:30	4%	33%	15%	75%
Percentage of Trips > 2:30 and < 3:00	0%	0%	0%	0%
Percentage of Trips > 3:00	0%	0%	0%	0%
Earliest Departure from Irvine	5:12 AM	5:49 AM	5:12 AM	9:21 AM
Earliest Arrival at LAX	7:03 AM	7:33 AM	6:55 AM	11:45 AM
Latest Departure from Irvine	9:49 PM	9:49 PM	8:12 PM	6:21 PM
Latest Arrival at LAX	11:33 PM	11:33 PM	10:15 PM	8:05 PM

Note: APM replaces LAX Shuttle in mid-2026

Source: Metrolink, Amtrak, LA Metro, Norwalk Transit System, and FlyAway® published schedules

Table 16 Comparison of Transit Routes from LAX to Irvine

Item	APM -> FlyAway® -> Metrolink/Amtrak		APM -> C Line -> NTS -> Metrolink	
	Weekday	Weekend	Weekday	Weekend
Average Trip Time (Hours: Minutes)	2:15	2:26	2:30	3:05
Shortest Trip Time (Hours: Minutes)	1:52	1:49	1:48	1:56
Longest Trip Time (Hours: Minutes)	3:08	3:32	4:38	4:59
Number of Trains	25	16	13	4
Average Frequency of Trains (Hours: Minutes)	0:41	1:04	1:20	2:35
Percentage of Trips < 2:00	6%	12%	15%	17%
Percentage of Trips < 2:00 and < 2:30	69%	42%	68%	39%
Percentage of Trips > 2:30 and < 3:00	16%	27%	12%	33%
Percentage of Trips > 3:00	9%	18%	6%	11%
Earliest Departure from LAX	5:40 AM	5:40 AM	4:40 AM	7:50 AM
Earliest Arrival at Irvine	7:48 AM	8:12 AM	6:48 AM	9:49 AM
Latest Departure from LAX	9:10 PM	9:10 PM	9:00 PM	3:40 PM
Latest Arrival at Irvine	11:12 PM	11:12 PM	10:48 PM	5:36 PM

Note: APM replaces LAX Shuttle in mid-2026

Source: Metrolink, Amtrak, LA Metro, Norwalk Transit System, and FlyAway® published schedules

July 14, 2026

Honorable Sheila F. Hanson
Presiding Judge of the Superior Court of California
Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701

RE: City of Buena Park Response to Grand Jury Report – “Connecting Orange County to LAX: Evaluating Transportation Options”

To Whom it May Concern:

The City of Buena Park City Council Members have reviewed the Orange County Grand Jury’s report entitled, “Connecting Orange County to LAX: Evaluating Transportation Options.” Below are the City of Buena Park’s responses to the aforementioned report:

FINDINGS:

F1 **Several Orange County locations meet the criteria for express bus pick-up sites, being approximately twenty-five miles from LAX and near major freeways. These locations are Fullerton Park & Ride, Buena Park Mall, and the former Westminster Mall.**

Response: **The City of Buena Park partially agrees with this finding.** The Buena Park Mall is located 29.4 miles from LAX.

RECOMMENDATIONS:

R2 **By September 30, 2026, the Buena Park City Council should direct its Planning Department to collaborate with Los Angeles World Airports (LAWA) on a business case study for FlyAway® or similar services from the Buena Park Mall site (Village at Buena Park) to LAX, with a case study submitted to LAWA. This study should include projected ridership, financial sustainability, infrastructure readiness, and community benefits to support funding of the proposed service. [F1]**

Response: **This recommendation will be implemented by September 30, 2026.** The City will direct the Planning Division to collaborate with OCTA and LAWA on a business case study for Fly Away or similar services from Buena Park Mall to LAX, with a case study submitted to LAWA.

Thank you for providing the City of Buena Park the opportunity to respond to this report.

Sincerely,

Aaron France
City Manager

cc: Buena Park City Council
Christopher G. Cardinale, City Attorney

DRAFT



July 14, 2026
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF A CONTRACT WITH TORO ENTERPRISES, INC. FOR THE 4TH STREET SEWER UPSIZING PROJECT

PREPARED BY	PRESENTED BY
Jason Tran, Associate Engineer	Jason Tran, Associate Engineer
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving the plans and specifications for the 4th Street Sewer Upsizing Project; 2) Award a contract to Toro Enterprises, Inc. in the amount of \$769,978; 3) Authorize contingency funds in the amount of \$70,000; 4) Authorize construction engineering funds in the amount of \$35,000; 5) Authorize a purchase order for the Solis Group in the amount of \$4,980 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of \$2,490 for CWA administration; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The existing sewer main along 4th Street between Indiana Avenue to the easterly cul-de-sac is a six-inch Vitrified Clay Pipe (VCP). New development in the area has increased the volume of sewage flowing through the pipeline. Additionally, the existing pipelines are reaching the end of their lifespan due to age. Staff recommends replacing the existing six-inch VCP sewer main with a larger eight-inch VCP sewer main to increase capacity and reduce future maintenance requirements.

With available funding and project savings, staff is also proposing to include slurry sealing of the project area as an additive bid. This will help extend the service life of the asphalt pavement by protecting it from deterioration associated with sewer trench excavation and construction activities.

The project was advertised for competitive bids on May 21, 2026. Six (6) bids were received and publicly opened on June 11, 2026. Total bid amounts for the base bid and one additive bid amounts ranged from \$683,500 to \$907,000. The engineer's estimate was approximately \$890,000.

After evaluating the bid documents and conducting reference checks, staff determined that the two apparent lowest bidders lacked the demonstrated experience required or a satisfactory record of performance. Staff determined that the lowest responsible bid was submitted by Toro Enterprises, Inc. of Oxnard, CA, in the amount of \$769,978. Although Toro Enterprises submitted the third-lowest bid, the firm possesses the required contractor's license and has successfully completed similar projects for other agencies, including the cities of Santa Paula, Oxnard, and Glendale.

Staff recommends awarding a contract to Toro Enterprises, Inc. in the amount of \$769,978, approving contingency funds in the amount of \$70,000 and authorizing construction engineering funds in the amount of \$35,000. Staff also recommends authorizing CWA administrative services in the amount of \$4,980, approving contingency funds in the amount of \$2,490. Total authorization requested is \$882,448.

Construction is anticipated to begin in September 2026 and be completed by October 2026.

BUDGET IMPACT

Total cost for the project is in the amount of \$882,448, as shown below:

Construction Contract:	\$ 769,978
Construction Contingency:	\$ 70,000
Construction Engineering:	\$ 35,000
CWA Administration Services:	\$ 4,980
<u>CWA Contingency:</u>	<u>\$ 2,490</u>
Total Project Cost:	\$ 882,448

The project is a Capital Improvements Project and will be funded from the Wastewater Fund Account (Account No. 53-9806-490035). There are sufficient funds available in this account in the amount of approximately \$1,150,000.

Attachments

[Att. 1 of 6 Resolution - 4th St Sewer Upsizing.pdf](#)

[Att. 2 of 6 - 4th St Sewer Upsizing - Bid Results.pdf](#)

[Att. 3 of 6 - 4th St Sewer Upsizing - Location Map.pdf](#)

[Att. 4 of 6 - 4th St Sewer Upsizing - Bid Summary.pdf](#)

[Att. 5 of 6 - 4th St Sewer Upsizing - Contract.pdf](#)

[Att. 6 of 6 - 4th St Sewer Upsizing - CWA Proposal.pdf](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING PLANS AND SPECIFICATIONS FOR **4TH STREET SEWER UPSIZING PROJECT** IN SAID CITY.

WHEREAS, it is the intention of the City of Buena Park to construct certain improvements in the City; and

WHEREAS, the City Engineer has prepared specifications and plans for the construction of certain improvement(s).

NOW, THEREFORE, BE IT RESOLVED that the specifications and plans presented by the City be and are hereby approved as the specifications and plans for:

4TH STREET SEWER UPSIZING PROJECT PASSED AND ADOPTED this 14th day of July 2026,

by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

I, Adria M. Vicuña, MMC, City Clerk, 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 14th day of July 2026.

City Clerk

City of Buena Park
BID RESULTS
4TH STREET SEWER UPSIZING PROJECT
Project No. 385
Bid No. 2026-11
Bid Opening. 6/11/2026- 2:00 P.M.

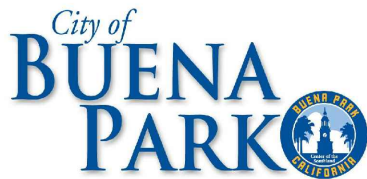
Company Name		Base Bid Amount		Total Bid Amount (Additive A + B)	
1	Toro Enterprise	\$	728,248.00	\$	769,978.00
2	Colich and Sons	\$	868,000.00	\$	907,000.00
3	US Builders	\$	694,800.00	\$	729,900.00
4	MMC Inc.	\$	782,000.00	\$	821,000.00
5	CEM Construction	\$	654,250.00	\$	683,500.00
6	Giles Engineering	\$	757,783.37	\$	791,713.37



LEGEND:



PROJECT
AREA



DEPARTMENT OF PUBLIC WORKS

4TH STREET SEWER UPSIZING

PROJECT LOCATION MAP

EXHIBIT NO.

A

DRAWN BY: AH

DATE: 07/01/2025

4TH STREET SEWER UPSIZING PROJECT
Project No. 385 - Bid No. 2026-11
Bid Summary
Bid Opening: June 11, 2026 - 2:00 P.M.

				Toro Enterprise		Colich and Sons		US Builders		MMC Inc		CEM Construction		Giles Engineering		Engineer's Estimate		Average	
Item No.	Approx. Quantity	Unit	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
BASE AMOUNT																			
1	1	LS	Traffic Control Including Two Computerized Message Board and Two Project Information Signs	\$81,974.00	\$81,974.00	\$20,000.00	\$20,000.00	\$32,750.00	\$32,750.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$75,780.00	\$75,780.00	\$25,000.00	\$25,000.00	\$42,929.14	\$42,929.14
2	1	LS	BMP Implementation and Erosion Control Compliance	\$8,714.00	\$8,714.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$1,207.08	\$1,207.08	\$5,000.00	\$5,000.00	\$10,345.87	\$10,345.87
3	1	LS	Monument Preservation	\$2,497.00	\$2,497.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$1,207.08	\$1,207.08	\$5,000.00	\$5,000.00	\$5,029.15	\$5,029.15
4	1	LS	Trench Excavation & Safety Measures	\$8,737.00	\$8,737.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$14,479.68	\$14,479.68	\$20,000.00	\$20,000.00	\$25,459.53	\$25,459.53
5	1	LS	Potholing for Existing Utilities	\$41,872.00	\$41,872.00	\$15,000.00	\$15,000.00	\$6,800.00	\$6,800.00	\$10,000.00	\$10,000.00	\$45,000.00	\$45,000.00	\$27,258.57	\$27,258.57	\$10,000.00	\$10,000.00	\$22,275.80	\$22,275.80
6	1	EA	Remove Existing Sewer Cleanout	\$600.00	\$600.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$8,917.09	\$8,917.09	\$3,000.00	\$3,000.00	\$4,288.16	\$4,288.16
7	1,200	LF	Remove Existing Sewer and Construct 8-inch Extra-Strength VCP Sewer Main	\$244.00	\$292,800.00	\$460.00	\$552,000.00	\$240.00	\$288,000.00	\$310.00	\$372,000.00	\$250.00	\$300,000.00	\$316.26	\$379,512.00	\$400.00	\$480,000.00	\$317.18	\$380,616.00
8	5	EA	Remove Existing Sewer Frame and Cover	\$294.00	\$1,470.00	\$1,500.00	\$7,500.00	\$1,250.00	\$6,250.00	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00	\$2,010.40	\$10,052.00	\$1,000.00	\$5,000.00	\$1,364.91	\$6,824.57
9	1	EA	Construct Precast Concrete Sewer Manhole	\$9,550.00	\$9,550.00	\$12,500.00	\$12,500.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,729.49	\$20,729.49	\$15,000.00	\$15,000.00	\$16,539.93	\$16,539.93
10	30	EA	Tie-in of Existing Lateral to New Sewer Main	\$518.00	\$15,540.00	\$2,750.00	\$82,500.00	\$950.00	\$28,500.00	\$1,100.00	\$33,000.00	\$1,500.00	\$45,000.00	\$855.94	\$25,678.20	\$3,000.00	\$90,000.00	\$1,524.85	\$45,745.46
11	5,000	SF	Asphalt Concrete Paving Restoration	\$16.54	\$82,700.00	\$10.00	\$50,000.00	\$35.00	\$175,000.00	\$12.00	\$60,000.00	\$12.50	\$62,500.00	\$21.38	\$106,900.00	\$10.00	\$50,000.00	\$16.77	\$83,871.43
12	5	EA	Rehabilitate Existing Manhole by Waterblasting Interior, Mortar Whole Interior of Structure and Applying Sauereisen Sewergard or City Approved Equal	\$13,698.00	\$68,490.00	\$6,800.00	\$34,000.00	\$4,500.00	\$22,500.00	\$9,800.00	\$49,000.00	\$7,500.00	\$37,500.00	\$3,174.17	\$15,870.85	\$6,000.00	\$30,000.00	\$7,353.17	\$36,765.84
13	6	EA	Install Composite Frame and Cover on Manhole	\$3,757.00	\$22,542.00	\$4,500.00	\$27,000.00	\$3,500.00	\$21,000.00	\$6,000.00	\$36,000.00	\$4,750.00	\$28,500.00	\$5,508.37	\$33,050.22	\$5,000.00	\$30,000.00	\$4,716.48	\$28,298.89
14	1	LS	Sewer Bypass Pumping	\$75,162.00	\$75,162.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$47,000.00	\$47,000.00	\$15,000.00	\$15,000.00	\$24,471.00	\$24,471.00	\$20,000.00	\$20,000.00	\$30,519.00	\$30,519.00
15	1	LS	Hydroflushing and CCTV Inspection	\$12,286.00	\$12,286.00	\$7,500.00	\$7,500.00	\$19,000.00	\$19,000.00	\$5,000.00	\$5,000.00	\$14,500.00	\$14,500.00	\$9,653.47	\$9,653.47	\$7,000.00	\$7,000.00	\$10,705.64	\$10,705.64
16	1	LS	Signing and Striping	\$3,314.00	\$3,314.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,750.00	\$4,750.00	\$3,016.64	\$3,016.64	\$3,000.00	\$3,000.00	\$4,511.52	\$4,511.52
ADDITIVE A AMOUNT																			
17	39,000	SF	Prepare Road and Install Rubber Polymer Modified Slurry (RPMS) Type I	\$1.07	\$41,730.00	\$1.00	\$39,000.00	\$0.90	\$35,100.00	\$1.00	\$39,000.00	\$0.75	\$29,250.00	\$0.87	\$33,930.00	\$0.50	\$19,500.00	\$0.87	\$33,930.00
TOTAL BASE AMOUNT					\$728,248.00		\$868,000.00		\$694,800.00		\$782,000.00		\$654,250.00		\$757,783.37		\$798,000.00		\$754,725.91
TOTAL ADDITIVE A AMOUNT					\$41,730.00		\$39,000.00		\$35,100.00		\$39,000.00		\$29,250.00		\$33,930.00		\$19,500.00		\$33,930.00
TOTAL BID AMOUNT					\$769,978.00		\$907,000.00		\$729,900.00		\$821,000.00		\$683,500.00		\$791,713.37		\$817,500.00		\$788,655.91



CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR 4TH STREET SEWER UPSIZING PROJECT “Project”

Project Number: 385
Bid Number: 2026-11

This CONTRACT (“Contract”) is made and entered this 14th day of July, 2026 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and TORO ENTERPRISES, INC., a California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 710580. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

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 Notice Inviting Bids for the above-referenced project (“Project”), dated May 21, 2026;
- C. The Instructions to Bidders for the Project, dated May 21, 2026;
- D. Contractor’s Bid for the Project, dated June 11, 2026 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
- 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, and dated May 21, 2026 (“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, City shall pay Contractor a total **NOT-TO-EXCEED** amount of **SEVEN HUNDRED SIXTY nine THOUSAND NINE HUNDRED AND SEVENTY EIGHT dollars (\$769,978)** in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City 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.

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 **ONE THOUSAND DOLLARS (\$1,000)** 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 for 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.

B. 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.

C. 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.

D. 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. Community Workforce Agreement. The City and contractor acknowledge that the project is covered by a Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions (the "CWA"). Contractor agrees to abide by the terms and conditions of the CWA.

11. 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.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

4TH STREET SEWER UPSIZING PROJECT

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ _____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

4TH STREET SEWER UPSIZING PROJECT

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
 Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____
(name and title)

For: _____
(Bidder)

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

☐ Contractual Liability	☐ Explosion Hazard
☐ Owners/Landlords/Tenants	☐ Collapse Hazard
☐ Manufacturers/Contractors	☐ Underground Property Damage
☐ Products/Completed Operations	☐ Pollution Liability
☐ Broad Form Property Damage	☐ Liquor Liability
☐ Extended Bodily Injury	☐ _____
☐ Broad Form Comprehensive	☐ _____
General Liability Endorsement	☐ _____

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS <u>ENDORSEMENT ATTACHES</u>	POLICY PERIOD <u>FROM/TO</u>	LIMITS OF <u>LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

☐ Any Automobiles	☐ Truckers Coverage
☐ All Owned Automobiles	☐ Motor Carrier Act
☐ Non-owned Automobiles	☐ Bus Regulatory Reform Act
☐ Hired Automobiles	☐ Public Livery Coverage
☐ Scheduled Automobiles	☐ _____
☐ Garage Coverage	☐ _____

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

- ☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____(*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

June 25, 2026

Jason Tran
Associate Engineer
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

Re: Proposal to provide CWA Administration Services for the
4th St Sewer Upsizing Project

Dear Jason Tran,

The Solís Group (TSG) is pleased to submit this cost proposal to provide CWA administration services required for the above referenced project. The work scope for this assignment is based on our proposal dated June 3, 2022. Our cost proposal based on information provided by the City is summarized below.

Project Description	Construction Value	Estimated Duration (including 2 month closeout)	Monthly Fee	Life of Project Cost Estimate
4th St Sewer Upsizing	\$ 770,000	4 Months	\$ 1,245	\$ 4,980
TOTAL COST				\$ 4,980

If actual construction (including punch list) and closeout extends beyond the planned duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the City. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,



Gonzalo Armijos
Vice President of Business Development



July 14, 2026
NEW BUSINESS
Item No. 5B.

City Council Agenda Report

RESOLUTION APPROVING A PUBLICLY AVAILABLE PAY SCHEDULE

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Rebecca Valdez, Human Resources Manager
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Eddie Fenton, Assistant City Manager/Human Resources Director	Aaron France, City Manager

RECOMMENDED ACTION

- 1) Adopt a resolution approving a publicly available pay schedule.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park contracts with the California Public Employees Retirement System (CalPERS) to provide pension benefits for its employees. The Public Employees' Retirement Law (PERL) Government Code Sections 20636 and 20636.1 define compensation earnable for state, school, and public agency members of CalPERS. In order to meet the definition of compensation earnable, an amount of pay must either constitute pay rate or special compensation, as defined in the statutes. Section 20636(d) further requires that pay rate and special compensation schedules, ordinances, or similar documents be public records available for public scrutiny.

The City, as part of the City Council's Strategic Plan to provide transparency, accessibility, and openness in its operations, has posted employees' contracts, memorandum of understandings (MOUs), compensation plans, and employee pay information on the City's website at www.buenapark.com. However, California Code of Regulations (CCR) Section 570.5 clarifies the requirement that "publicly available pay schedules" must be duly approved and adopted by the City Council in one document to facilitate public disclosure. Due to the importance of correct payroll reporting in administering the PERL and CalPERS member benefits, CalPERS sent a Circular Letter to remind all employers of the law and the criteria for reporting compensation earnable.

CCR 570.5 outlines the required elements necessary to meet the definition for a publicly available pay schedule as follows:

(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the pay rate.

All eight requirements must be met in one pay schedule for each member's pay, in order for CalPERS to approve the pay amount as pay rate and reportable compensation earnable.

In an effort to meet all of the requirements listed above, Attachment No. 1 of the proposed resolution, which will be posted online upon approval, contains the pay schedule for all City employees, including the City Manager and Executive Team, and City Council Members in a clear and easy-to-read format. Each time a salary increase is approved, this pay schedule must be updated and approved by the City Council.

Special Compensation requirements are incorporated in each respective employee contract, MOU, and Compensation Plan and were previously approved in a public meeting by the City Council. These agreements have also been posted on the City's website at www.buenapark.com.

BUDGET IMPACT

There is no impact to the budget from the adoption of the proposed resolution. No changes to the pay schedule are recommended at this time and the rates listed in the pay schedule have been previously adopted by the City Council and are included in the budget.

Attachments

[Reso Publicly Available Salary Schedule 2026 Reso Att1of2.pdf](#)
[2026.07.04 All Salary Grades.pdf](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BUENA PARK, CALIFORNIA,
APPROVING A PUBLICLY AVAILABLE PAY
SCHEDULE AS REQUIRED BY CALIFORNIA
CODE OF REGULATIONS, TITLE 2, SECTION
570.5

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires that California Public Employees Retirement System (CalPERS) member agencies adopt a publicly available pay schedule; and

WHEREAS, the City's individual employees' Contracts, MOUs, and Compensation Plans were previously duly approved and adopted by the City Council and posted on the City's website; and

WHEREAS, All California Code of Regulations, Title 2, Section 570.5 requirements must be met in one pay schedule for each member's pay in order for CalPERS to approve the pay amount as reportable compensation; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount and ranges for each position, the time base upon which the amounts are based, and an effective date retroactive to July 4, 2026; and

WHEREAS, it is the desire of the City Council to approve a publicly available pay schedule in a clear and easy to read format to facilitate public disclosure of pay information for public employees, and to ensure it complies with State law.

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

Section 1: The Publicly Available Pay Schedule as described in Attachment No. 1 of this resolution is hereby approved.

PASSED AND ADOPTED this 14th day of July 2026, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

RESOLUTION NO. _____

Page 2

Mayor

ATTEST:

City Clerk

I, Adria M. Vicuna, 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 14th day of July 2026.

City Clerk

CITY OF BUENA PARK
Pay Schedule By Classification
Effective July 4, 2026

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Account Clerk	BPTOP	117	25.16	4,361	52,333	26.37	4,571	54,850	27.59	4,782	57,387	28.94	5,016	60,195	30.35	5,261	63,128	31.78	5,509	66,102	32.58	5,647	67,766
Accountant	BPTOP	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Accounting Technician	BPTOP	125	30.42	5,273	63,274	31.87	5,524	66,290	33.36	5,782	69,389	35.02	6,070	72,842	36.72	6,365	76,378	38.46	6,666	79,997	39.43	6,835	82,014
Administrative Assistant	BPPA	225	30.89	5,354	64,251	32.46	5,626	67,517	34.09	5,909	70,907	35.78	6,202	74,422	37.56	6,510	78,125	39.44	6,836	82,035			
Administrative Assistant	BPTOP	123	28.97	5,022	60,258	30.40	5,269	63,232	31.84	5,519	66,227	33.35	5,781	69,368	35.00	6,067	72,800	36.68	6,358	76,294	37.59	6,516	78,187
Administrative Intern*	Non-Represented	17										22.50	3,900	46,800	23.63	4,096	49,150						
Assistant City Clerk	Mid Management	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890			
Assistant City Engineer	Mid Management	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394			
Assistant Engineer	BPTOP	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Assistant Planner	BPTOP	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Associate Engineer	Mid Management	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066			
Associate Plan Check Engineer	Mid Management	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066			
Associate Planner	BPTOP	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Building and Safety Manager	Mid Management	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637			
Building Inspector	BPTOP	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Building Inspector Technician	BPTOP	133	36.75	6,370	76,440	38.56	6,684	80,205	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	46.57	8,072	96,866	47.73	8,273	99,278
Bus Driver*	Non-Represented	19	25.04	4,340	52,083	26.29	4,557	54,683	27.60	4,784	57,408	28.98	5,023	60,278	30.43	5,275	63,294						
Business License Inspector	Non-Represented	11	27.38	4,746	56,950	28.75	4,983	59,800	30.19	5,233	62,795	31.70	5,495	65,936	33.29	5,770	69,243						
Buyer	BPTOP	126	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.84	6,212	74,547	37.60	6,517	78,208	39.41	6,831	81,973	40.39	7,001	84,011
Cashier*	Non-Represented	3										20.45	3,545	42,536	21.47	3,721	44,658						
Code Enforcement Officer	BPTOP	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Code Enforcement Supervisor	Mid Management	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755			
Code Enforcement Technician	BPTOP	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Community Outreach Coordinator	BPTOP	123	28.97	5,022	60,258	30.40	5,269	63,232	31.84	5,519	66,227	33.35	5,781	69,368	35.00	6,067	72,800	36.68	6,358	76,294	37.59	6,516	78,187
Community Service Aide*	Non-Represented	17										22.50	3,900	46,800	23.63	4,096	49,150						
Community Services Coordinator	BPTOP	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Community Services Leader I*	Non-Represented	1													20.27	3,513	42,162						
Community Services Leader II*	Non-Represented	3										20.45	3,545	42,536	21.47	3,721	44,658						
Community Services Supervisor	Mid Management	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906			
Consultant/Specialist	Non-Represented	96	28.67	4,969	59,634										126.41	21,911	262,933						
Crimes Analyst	BPPA	243	44.27	7,674	92,082	46.49	8,058	96,699	48.80	8,459	101,504	51.24	8,882	106,579	53.80	9,325	111,904	56.49	9,792	117,499			
Crimes Analyst Assistant	BPPA	227	29.82	5,169	62,026	31.31	5,427	65,125	32.87	5,698	68,370	34.53	5,985	71,822	36.25	6,283	75,400	38.05	6,595	79,144			
Driver/Scheduler	BPCEA	521	27.63	4,789	57,470	28.96	5,020	60,237	30.36	5,262	63,149	31.79	5,510	66,123	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Economic Development Administrator	Mid Management	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394			
Emergency Services Coordinator*	Non-Represented	14	41.60	7,211	86,528	43.68	7,571	90,854	45.86	7,949	95,389	48.15	8,346	100,152	50.56	8,764	105,165						
Engineering Aide*	Non-Represented	9													25.28	4,382	52,582						

CITY OF BUENA PARK
Pay Schedule By Classification
Effective July 4, 2026

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Environmental Inspector	BPTOP	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Executive Assistant	BPTOP	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Facilities and Parks Superintendent	Mid Management	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755			
Facilities Maintenance Supervisor	Mid Management	797	43.17	7,483	89,794	45.30	7,852	94,224	47.61	8,252	99,029	49.95	8,658	103,896	52.47	9,095	109,138	54.04	9,367	112,403			
Facilities Maintenance Technician	BPCEA	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.40	7,003	84,032
Facilities Maintenance Worker	BPCEA	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Finance Manager	Mid Management	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728			
Fleet Maintenance Superintendent	Mid Management	806	53.94	8,084	97,011	56.54	8,476	101,712	59.30	8,894	106,725	62.20	9,324	111,883	65.24	9,781	117,374	67.19	10,074	120,890			
Fleet Maintenance Supervisor	Mid Management	800	46.64	8,084	97,011	48.90	8,476	101,712	51.31	8,894	106,725	53.79	9,324	111,883	56.43	9,781	117,374	58.12	10,074	120,890			
Fleet Mechanic	BPCEA	529	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.34	7,339	88,067	43.40	7,523	90,272
Forensic Specialist	BPPA	234	37.19	6,446	77,355	39.05	6,769	81,224	41.01	7,108	85,301	43.05	7,462	89,544	45.18	7,831	93,974	47.45	8,225	98,696			
Homeless Outreach Case Manager	Non-Represented	10	30.90	5,356	64,272	32.45	5,625	67,496	34.07	5,905	70,866	35.77	6,200	74,402	37.56	6,510	78,125						
Homeless Outreach Coordinator	BPTOP	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Homeless Outreach Supervisor	Mid Management	801	47.79	8,284	99,403	50.13	8,689	104,270	52.57	9,112	109,346	55.16	9,561	114,733	57.83	10,024	120,286	59.57	10,326	123,906			
Housing and CDBG Analyst	BPTOP	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Housing Specialist	BPTOP	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Human Resources Analyst	BPTOP	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Human Resources Manager	Mid Management	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728			
Human Resources Specialist	BPTOP	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Information Technology Administrator	BPPA	251	55.24	9,575	114,899	57.96	10,046	120,557	60.91	10,558	126,693	63.92	11,080	132,954	67.12	11,634	139,610	70.51	12,222	146,661			
Information Technology Specialist	BPPA	244	45.33	7,857	94,286	47.64	8,258	99,091	49.99	8,665	103,979	52.49	9,098	109,179	55.11	9,552	114,629	57.87	10,031	120,370			
Information Technology Supervisor	BPPA	252	63.82	11,062	132,746	67.00	11,613	139,360	70.35	12,194	146,328	73.87	12,804	153,650	77.56	13,444	161,325	81.44	14,116	169,395			
Lead Facilities Maintenance Technician	BPCEA	531	34.67	6,010	72,114	36.39	6,308	75,691	38.21	6,623	79,477	40.12	6,954	83,450	42.12	7,301	87,610	44.24	7,668	92,019	45.34	7,859	94,307
Lead Fleet Mechanic	BPCEA	533	36.75	6,370	76,440	38.57	6,686	80,226	40.40	7,003	84,032	42.36	7,342	88,109	44.39	7,694	92,331	46.57	8,072	96,866	47.73	8,273	99,278
Lead Maintenance Worker	BPCEA	531	34.67	6,010	72,114	36.39	6,308	75,691	38.21	6,623	79,477	40.12	6,954	83,450	42.12	7,301	87,610	44.24	7,668	92,019	45.34	7,859	94,307
Lead Police Services Officer	BPPA	230	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.04	6,767	81,203	40.98	7,103	85,238	43.04	7,460	89,523			
Lead Sewer Services Technician	BPCEA	534	36.36	6,302	75,629	38.82	6,729	80,746	41.23	7,147	85,758	43.62	7,561	90,730	46.08	7,987	95,846	48.48	8,403	100,838	49.69	8,613	103,355
Lead Signs & Markings Technician	BPCEA	531	34.67	6,010	72,114	36.39	6,308	75,691	38.21	6,623	79,477	40.12	6,954	83,450	42.12	7,301	87,610	44.24	7,668	92,019	45.34	7,859	94,307
Lead Water Services Technician	BPCEA	534	36.36	6,302	75,629	38.82	6,729	80,746	41.23	7,147	85,758	43.62	7,561	90,730	46.08	7,987	95,846	48.48	8,403	100,838	49.69	8,613	103,355
Lifeguard*	Non-Represented	2	19.93	3,455	41,454	20.93	3,628	43,534	21.98	3,810	45,718	23.08	4,001	48,006	24.23	4,200	50,398						
Lube Technician*	Non-Represented	4				19.41	3,364	40,373	20.38	3,533	42,390	21.40	3,709	44,512	22.47	3,895	46,738						
Mailroom Aide	BPTOP	113	22.92	3,973	47,674	23.99	4,158	49,899	25.15	4,359	52,312	26.36	4,569	54,829	27.55	4,775	57,304	28.94	5,016	60,195	29.66	5,141	61,693
Maintenance Assistant*	Non-Represented	1													20.27	3,513	42,162						
Maintenance Helper	BPCEA	508	20.40	3,536	42,432	21.37	3,704	44,450	22.35	3,874	46,488	23.40	4,056	48,672	24.54	4,254	51,043	25.69	4,453	53,435	26.33	4,564	54,766
Maintenance Worker	BPCEA	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Management Analyst	BPTOP	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411

CITY OF BUENA PARK
Pay Schedule By Classification
Effective July 4, 2026

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Management Assistant	BPTOP	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Marketing Aide*	Non-Represented	17										22.50	3,900	46,800	23.63	4,096	49,150						
Marketing Assistant	BPTOP	114	23.44	4,063	48,755	24.55	4,255	51,064	25.73	4,460	53,518	26.95	4,671	56,056	28.21	4,890	58,677	29.60	5,131	61,568	30.33	5,257	63,086
Marketing Specialist	BPTOP	130	34.23	5,933	71,198	35.90	6,223	74,672	37.66	6,528	78,333	39.43	6,835	82,014	41.38	7,173	86,070	43.40	7,523	90,272	44.48	7,710	92,518
Office Aide*	Non-Represented	17										22.50	3,900	46,800	23.63	4,096	49,150						
Office Assistant	BPTOP	114	23.44	4,063	48,755	24.55	4,255	51,064	25.73	4,460	53,518	26.95	4,671	56,056	28.21	4,890	58,677	29.60	5,131	61,568	30.33	5,257	63,086
Operations Manager	Mid Management	820	75.63	13,109	157,310	79.35	13,754	165,048	83.25	14,430	173,160	87.35	15,141	181,688	91.67	15,890	190,674	94.42	16,366	196,394			
Payroll Technician	BPTOP	129	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.30	7,332	87,984	43.37	7,518	90,210
Permit Technician	BPTOP	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Planning Aide*	Non-Represented	9													25.28	4,382	52,582						
Planning Manager	Mid Management	812	62.30	10,799	129,584	65.36	11,329	135,949	68.55	11,882	142,584	71.93	12,468	149,614	75.44	13,076	156,915	77.71	13,470	161,637			
Planning Technician	BPTOP	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Police Cadet*	Non-Represented	7	26.24	4,548	54,579	27.55	4,775	57,304	28.93	5,015	60,174	30.38	5,266	63,190	31.90	5,529	66,352						
Police Captain	PMG	720	99.44	17,236	206,835	104.37	18,091	217,090	109.49	18,978	227,739	114.89	19,914	238,971	120.53	20,892	250,702	124.15	21,519	258,232			
Police Communications Call Taker	Non-Represented	20	28.17	4,883	58,594	29.58	5,127	61,526	31.06	5,384	64,605	32.61	5,652	67,829	34.24	5,935	71,219						
Police Corporal	BPPA	348	56.91	9,864	118,373	59.72	10,352	124,218	62.76	10,878	130,541	65.90	11,423	137,072	69.13	11,983	143,790	72.62	12,588	151,050	74.81	12,967	155,605
Police Dispatcher	BPPA	431	38.14	6,611	79,331	40.06	6,944	83,325	42.04	7,287	87,443	44.12	7,648	91,770	46.35	8,034	96,408	48.67	8,436	101,234	50.12	8,688	104,250
Police Dispatcher Supervisor	BPPA	245	51.53	8,932	107,182	54.14	9,384	112,611	56.77	9,840	118,082	59.65	10,339	124,072	62.63	10,856	130,270	65.78	11,402	136,822	67.77	11,747	140,962
Police Lead Dispatcher	BPPA	235	43.17	7,483	89,794	45.32	7,856	94,266	47.60	8,251	99,008	49.95	8,658	103,896	52.47	9,095	109,138	55.07	9,546	114,546	56.73	9,833	117,998
Police Lieutenant	PMG	714	85.91	14,891	178,693	90.18	15,631	187,574	94.59	16,396	196,747	99.26	17,205	206,461	104.20	18,061	216,736	107.33	18,604	223,246			
Police Officer	BPPA	345	52.79	9,150	109,803	55.45	9,611	115,336	58.21	10,090	121,077	61.11	10,592	127,109	64.17	11,123	133,474	67.38	11,679	140,150	69.39	12,028	144,331
Police Records Clerk	BPPA	419	27.32	4,736	56,826	28.68	4,971	59,654	30.12	5,221	62,650	31.63	5,483	65,790	33.23	5,760	69,118	34.89	6,048	72,571			
Police Records Supervisor	BPPA	241	44.23	7,667	91,998	46.44	8,050	96,595	48.76	8,452	101,421	51.20	8,875	106,496	53.77	9,320	111,842	56.46	9,786	117,437			
Police Recruit	BPPA	231	34.57	5,992	71,906	36.30	6,292	75,504	38.12	6,608	79,290	40.05	6,942	83,304	42.03	7,285	87,422	44.11	7,646	91,749			
Police Reserve Officer	Non-Represented	98													34.65	6,006	72,072						
Police Reserve Officer (Extra Duty Detail)	Non-Represented	99													51.98	9,010	108,118						
Police Sergeant	BPPA	354	68.49	11,872	142,459	71.88	12,459	149,510	75.47	13,082	156,978	79.30	13,745	164,944	83.25	14,430	173,160	87.38	15,146	181,750	90.01	15,602	187,221
Police Services Officer	BPPA	424	29.62	5,134	61,610	31.11	5,392	64,709	32.67	5,663	67,954	34.27	5,940	71,282	36.02	6,244	74,922	37.83	6,557	78,686			
Police Training Assistant*	Non-Represented	8	23.92	4,146	49,754	25.12	4,354	52,250	26.38	4,573	54,870	27.70	4,801	57,616	29.09	5,042	60,507						
Police Transcriptionist*	Non-Represented	5	20.71	3,590	43,077	21.75	3,770	45,240	22.84	3,959	47,507	23.98	4,157	49,878	25.18	4,365	52,374						
Pool Manager	Non-Represented	12	31.32	5,429	65,146	32.89	5,701	68,411	34.53	5,985	71,822	36.26	6,285	75,421	38.07	6,599	79,186						
Principal Engineer	Mid Management	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728			
Principal Plan Check Engineer	Mid Management	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728			
Property Technician	BPPA	230	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.04	6,767	81,203	40.98	7,103	85,238	43.04	7,460	89,523			
Public Works Inspector	BPTOP	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808

CITY OF BUENA PARK
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Effective July 4, 2026

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Public Works Manager	Mid Management	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728			
Purchasing Manager	Mid Management	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728			
Secretary Clerk	BPTOP	118	25.74	4,462	53,539	27.03	4,685	56,222	28.27	4,900	58,802	29.67	5,143	61,714	31.06	5,384	64,605	32.57	5,646	67,746	33.39	5,788	69,451
Senior Account Clerk	BPPA	223	29.45	5,105	61,256	30.92	5,360	64,314	32.48	5,630	67,558	34.11	5,912	70,949	35.82	6,209	74,506	37.58	6,514	78,166			
Sewer Services Superintendent	Mid Management	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755			
Sewer Services Technician	BPCEA	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Sr. Account Clerk	BPTOP	122	28.30	4,905	58,864	29.68	5,145	61,734	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Sr. Accountant	BPTOP	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Accounting Technician	BPTOP	129	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.30	7,332	87,984	43.37	7,518	90,210
Sr. Administrative Assistant	BPPA	228	33.20	5,755	69,056	34.87	6,044	72,530	36.59	6,342	76,107	38.43	6,661	79,934	40.34	6,992	83,907	42.37	7,344	88,130			
Sr. Administrative Assistant	BPTOP	126	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.84	6,212	74,547	37.60	6,517	78,208	39.41	6,831	81,973	40.39	7,001	84,011
Sr. Building Inspector/Code Enf.	BPTOP	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Building Inspector/Plan Checker	BPTOP	146	50.23	8,707	104,478	52.70	9,135	109,616	55.26	9,578	114,941	57.94	10,043	120,515	60.78	10,535	126,422	63.79	11,057	132,683	65.38	11,333	135,990
Sr. Code Enforcement Officer	BPTOP	138	41.42	7,180	86,154	43.44	7,530	90,355	45.57	7,899	94,786	47.78	8,282	99,382	50.10	8,684	104,208	52.53	9,105	109,262	53.84	9,332	111,987
Sr. Community Services Leader*	Non-Represented	6							21.98	3,810	45,718	23.08	4,001	48,006	24.23	4,200	50,398						
Sr. Engineering Technician	BPTOP	138	41.42	7,180	86,154	43.44	7,530	90,355	45.57	7,899	94,786	47.78	8,282	99,382	50.10	8,684	104,208	52.53	9,105	109,262	53.84	9,332	111,987
Sr. Engineering Technician/GIS Specialist	BPTOP	144	47.86	8,296	99,549	50.19	8,700	104,395	52.64	9,124	109,491	55.20	9,568	114,816	57.93	10,041	120,494	60.75	10,530	126,360	62.28	10,795	129,542
Sr. Environmental Inspector	BPTOP	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Human Resources Analyst	Mid Management	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066			
Sr. Lifeguard*	Non-Represented	18	21.93	3,801	45,614	23.03	3,992	47,902	24.18	4,191	50,294	25.39	4,401	52,811	26.66	4,621	55,453						
Sr. Maintenance Worker	BPCEA	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.40	7,003	84,032
Sr. Management Analyst	Mid Management	810	59.37	10,291	123,490	62.30	10,799	129,584	65.35	11,327	135,928	68.54	11,880	142,563	71.91	12,464	149,573	74.07	12,839	154,066			
Sr. Office Assistant	BPTOP	116	24.57	4,259	51,106	25.73	4,460	53,518	26.97	4,675	56,098	28.22	4,892	58,698	29.61	5,132	61,589	31.01	5,375	64,501	31.78	5,509	66,102
Sr. Planner	BPTOP	146	50.23	8,707	104,478	52.70	9,135	109,616	55.26	9,578	114,941	57.94	10,043	120,515	60.78	10,535	126,422	63.79	11,057	132,683	65.38	11,333	135,990
Sr. Public Works Inspector	BPTOP	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Sewer Services Technician	BPCEA	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.40	7,003	84,032
Sr. Traffic Painter	BPCEA	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.40	7,003	84,032
Sr. Water Services Technician	BPCEA	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.40	7,003	84,032
Storekeeper	BPTOP	125	30.42	5,273	63,274	31.87	5,524	66,290	33.36	5,782	69,389	35.02	6,070	72,842	36.72	6,365	76,378	38.46	6,666	79,997	39.43	6,835	82,014
Street Maintenance Superintendent	Mid Management	806	53.94	9,350	112,195	56.54	9,800	117,603	59.30	10,279	123,344	62.20	10,781	129,376	65.24	11,308	135,699	67.19	11,646	139,755			
Sustainability Manager	Mid Management	818	72.03	12,485	149,822	75.62	13,108	157,290	79.34	13,752	165,027	83.24	14,428	173,139	87.33	15,137	181,646	89.95	15,591	187,096			
Traffic Enforcement Specialist	BPPA	422	28.47	4,935	59,218	29.89	5,181	62,171	31.38	5,439	65,270	32.95	5,711	68,536	34.60	5,997	71,968	36.33	6,297	75,566			
Video Technician	Non-Represented	90	28.67	4,969	59,634										61.74	10,702	128,419						
Visit Buena Park Director	Mid Management	815	67.00	11,613	139,360	70.29	12,184	146,203	73.72	12,778	153,338	77.37	13,411	160,930	81.18	14,071	168,854	83.61	14,492	173,909			
Visitor Services and Sales Manager	Mid Management	782	29.81	5,167	62,005	31.29	5,424	65,083	32.84	5,692	68,307	34.51	5,982	71,781	36.21	6,276	75,317	37.30	6,465	77,584			
Water Loss Specialist	BPTOP	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774

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Water Quality Specialist	BPTOP	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Water Services Manager	Mid Management	814	65.39	11,334	136,011	68.57	11,886	142,626	71.96	12,473	149,677	75.50	13,087	157,040	79.22	13,732	164,778	81.60	14,144	169,728			
Water Services Technician	BPCEA	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315

			Minimum			Control Point			Maximum		
	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Manager/Director of Human Resources	Executive	101	107.55	18,642	223,704	129.06	22,370	268,445	135.51	23,488	281,861
City Manager	Executive	100	125.58	21,767	261,206	150.70	26,121	313,456	158.24	27,428	329,139
Director of Community Development	Executive	103	100.63	17,443	209,310	120.75	20,930	251,160	126.79	21,977	263,723
Director of Community Services	Executive	105	100.63	17,443	209,310	120.75	20,930	251,160	126.79	21,977	263,723
Director of Finance / Treasurer	Executive	103	100.63	17,443	209,310	120.75	20,930	251,160	126.79	21,977	263,723
Director of Government and Community Relations (City Clerk)	Executive	109	101.11	17,526	210,309	121.33	21,031	252,366	127.40	22,083	264,992
Director of Public Works / City Engineer	Executive	112	100.63	17,443	209,310	120.75	20,930	251,160	126.79	21,977	263,723
Police Chief	Executive	111	111.11	19,259	231,109	133.34	23,112	277,347	140.00	24,267	291,200



City Council Agenda Report

ORDINANCE APPROVING DEVELOPMENT AGREEMENT (DA-25-1), RESOLUTION APPROVING VARIANCE (V-25-1), PURCHASE AND SALE AGREEMENT, OWNER PARTICIPATION AGREEMENT, AND RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT TO ALLOW THE DEVELOPMENT OF AN AQUARIUM, BUTTERFLY CONSERVATORY AND ASSOCIATED IMPROVEMENTS AT 7711-7733 BEACH BOULEVARD

PREPARED BY	PRESENTED BY
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

It is recommended that the City Council conduct a public hearing and after considering evidence presented take the following actions: 1) Adopt an Ordinance approving Development Agreement (DA-25-1), and find that the project is exempt from CEQA pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183; 2) Adopt a Resolution approving Variance (V-25-1); 3) Approve an Agreement for the Purchase, Sale, and Development of Real Property (PSA), Owner Participation Agreement (OPA) and Reciprocal Easement and Maintenance Agreement for the sale, development, continued operation of an entertainment development comprised of an aquarium, a butterfly conservatory, ancillary retail uses, and associated on- and off-site improvements for the City-owned property located at 7711-7733 Beach Boulevard; 4) Authorize the City Manager and City Attorney to make any reasonable, non-monetary changes to the agreements necessary to effectuate the transaction; and 5) Authorize the City Manager and City Clerk to execute the transaction agreements on behalf of the City.

PREVIOUS CITY COUNCIL ACTION

- The City issued a request for proposals (RFP) seeking competitive proposals to purchase and develop the subject property with an entertainment use.
- The City Council approved an Exclusive Negotiating Agreement (ENA) with Buena Park Boardwalk on November 12, 2024.
- The City Council approved an extension to the ENA on May 13, 2025.
- The City Council approved a second extension to the ENA on September 23, 2025.
- The Planning Commission considered the requested applications at its meeting on May 27, 2026. Following a presentation from staff, testimony from the applicant and the public, and deliberation from the Planning

Commission, the Commission unanimously recommended that the City Council approve the requested entitlements (5-0-0).

DISCUSSION

The proposed Project is located on the west side of Beach Boulevard within the Entertainment Corridor Specific Plan (ECSP) and has a General Plan Land Use Designation of Tourist-Entertainment (TE). The approximately 8.63-acre site is comprised of three separate parcels - all owned by the City. Land uses directly adjacent to the site include the Courtyard Marriott hotel to the north, Rock and Brews restaurant to the south, Medieval Times to the east, and single-family residential and the Southern California Edison (SCE) right-of-way to the west.

The site was previously developed with the Movieland Wax Museum, Po Folks Restaurant, and a Starbucks Coffee building. The Movieland Wax Museum and Po Folks Restaurant were demolished in October 2016. That same year, the City Council approved Ordinance No. 1617 and Development Agreement DA16-005 approving a Butterfly Pavillion and restaurant at the property. The Butterfly Pavillion included a movie theater, greenhouse, horticulture area and viewing room, retail store, and party rooms. Building permits were issued in April 2017, and the foundation portion was completed in June 2017. Construction ceased at the property in late 2017, with only portions of walls for the butterfly atrium and theater completed. The property changed ownership in 2019 and was ultimately repurchased by the City in July 2022. In 2024, the Starbucks Building was demolished along with the above-ground portions of incomplete construction of the prior development. The site is currently vacant, except for dirt piles from prior site grading and below-ground construction (footings and foundations).

The Buena Park Boardwalk Project ("Project") includes the demolition and removal of the dirt piles and below-ground footings/foundations for the development of an Aquarium (including restaurant) that will be approximately 75,000 square feet and have a building height of 37 feet. Additionally, a Butterfly Exhibit and Atrium (including restaurant) will be constructed that is approximately 45,000 square feet and has a building height of 30 feet. Between the aquarium and butterfly buildings there is a 50-foot-wide meandering walkway, which will include robust landscaping, seating and shade structures. This area not only serves as the primary pedestrian thoroughfare from Beach Boulevard but is also planned as an outdoor venue space for events, movies, musical acts and pop-up markets. Other commercial/retail spaces of approximately 5,500 square feet are incorporated into the butterfly and aquarium buildings and will provide complementary food and retail uses. Site improvements include a new parking lot, landscaping (107 new trees and 47,000 square feet of new plants, shrubs, and groundcover), utility connections and street frontage improvements (sidewalk, hardscape, driveways, curb and gutter).

Parking / Site Access

The project site will be accessed from two driveways along Beach Boulevard. The first driveway is located at the signalized intersection on the northern end of the property. A second driveway is located near the southern end of the property. The signalized intersection will allow all turning movements for vehicles entering or exiting the property, while the southern driveway will be a right-in, right-out movement because of the existing median on Beach Boulevard. An existing left turn pocket is provided to allow patrons exiting the site from the southern driveway to make a u-turn prior to reaching the intersection of Beach Boulevard and La Palma Avenue. Internal site circulation will allow patrons, staff, deliveries, trash collections and emergency access to circulate through the various parking areas around the site. A total of 550 on-site parking spaces are provided, including the required electric vehicle (EV) and accessible parking spaces. Additionally, the proposed parking lots will connect to the City-leased parking area located to the west of the project site within the SCE easement area ("SCE Lot"), which provides an additional 212 parking spaces for public use. Through the SCE Lot, vehicles can also exit onto Western Avenue.

A guest drop-off/pick-up area is provided on the southern side of the development near the ticketing window. An OCTA bus stop is located along the Beach Boulevard frontage, which aligns with the central walkway (boardwalk) and will provide direct access for bus riders to enter the site.

Based on Municipal Code ("Code") parking requirements, the Project requires a total of 396 parking stalls. This parking requirement was calculated using the square footage for each of the individual uses proposed (restaurant, retail, exhibit spaces). The Project will provide 550 on-site parking spaces, which exceeds the minimum code requirement by 154 spaces. In addition to the Code analysis, the City and Developer contracted with a parking/traffic consultant to calculate the estimated parking demand based on parking surveys conducted at a similar facility in Arizona. The result of those parking surveys concluded that the estimated peak parking demand for the Project is approximately 478 spaces. Based on the estimated peak parking demand, the proposed 550 onsite parking spaces, along with the additional 212 overflow parking stalls in the adjacent SCE Lot, are more than sufficient to provide adequate parking supply to support peak parking demand without impacting the adjacent uses or public right-of-way.

Architecture/Design

The ECSP is intended to provide for the continued development and enhancement of integrated major tourist/entertainment attractions and visitor serving commercial uses. Within the ECSP there are four design theme districts, which are intended to create visual interest along the corridor and provide general design guidelines for the projects that develop within each district. The subject property is located within the Theater District. This design district includes several other major tourist attractions including Medieval Times, Pirates Dinner Adventure and Porto's Bakery. Buildings within the Theater District are intended to be "larger than life" and create a "world within itself". The Buena Park Boardwalk has been designed to support and complement these design concepts and has incorporated a 47-foot-tall shark, which partially protrudes from the northeast corner of the aquarium building and oversized butterflies and signage along the eastern and northern sides of the butterfly exhibit and conservatory building. These oversized and whimsical elements combined with the robust landscaping, hardscape and project signage are intended to draw attention to the project and provide visual interest. The exterior of the aquarium building will be a mixture of stucco, metal, and glass. In addition to the 3D shark feature, a large wall mural is planned for the wall directly adjacent to the main aquarium entrance.

The Butterfly exhibit and conservatory will also be a mixture of stucco, metal and glass. The conservatory portion of the building, which has its primary frontage along Beach Boulevard, will include partial glass walls and a glass roof which will provide visibility into the butterfly conservatory from the exterior and create the necessary greenhouse environment to support the butterflies and plant species within the conservatory building. Bright colors, a mixture of materials and textures, varied wall and roof heights and robust landscaping along the project frontage and within the boardwalk area result in a project which exemplifies the intent of the Theater District design characteristics and supports the Entertainment Corridor theme.

Entitlements Required

The following entitlements are required for this project:

- **Development Agreement** – A Development Agreement is required for any development occurring within the ECSP (Sub-District C-2). The requirement for a Development Agreement recognizes the unique and specific nature of projects within this sub-district and includes project elements related to payment of fees, permitted uses, project construction schedules and development plans.
- **Variance** – The project proposes to retain the existing mature cypress trees located along the western boundary of the site, which requires a variance for a reduction in landscape setbacks within the ECSP.
- **Purchase and Sale Agreement (PSA)** – For the sale of City-owned property, which includes provisions related to City review of project financing, schedule of performance, and construction covenants. This document includes two attachments:

- **Owner Participation Agreement (OPA)** – A contractual agreement between the City and the developer which, in conjunction with the Development Agreement and Reciprocal Easement and Maintenance Agreement, specifies how the site will be developed and operated in exchange for City financial assistance. The OPA also outlines the various public benefits that will be provided by the project to the community.
- **Reciprocal Easement and Maintenance Agreement** – For the provision and maintenance of a walkway that connects the public parking lot (SCE Lot) to Beach Boulevard along the southern property line. This agreement also provides the developer with non-exclusive access to the parking lot for parking and specifies that a minimum of 25 parking spaces shall be reserved for Rock and Brews restaurant within this parking area.

Development Agreement

Government Code Section §65864, et seq. authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property. In addition to the Development Plans, the Development Agreement contains other provisions related to the project development, use of the property, payment of fees, term of the agreement and schedule of performance for project construction milestones.

Pursuant to Government Code Sections 65864–65869.5, a legislative body can only approve a development agreement by adopting an ordinance after a public hearing. The governing body must explicitly make the following findings to support the approval of the agreement:

1. The provisions of the Development Agreement and proposed project are consistent with the General Plan and any applicable specific plans.
2. The location and design set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity and will enhance site and area aesthetics.
3. The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access.

The proposed aquarium and butterfly exhibit along with the other proposed site improvements are consistent with, and support the vision for, both the ECSP and the Tourist Entertainment General Plan Land Use Designation. This Tourist Entertainment designation includes all properties within the ECSP and is focused on land uses which provide or support entertainment and tourist-related activities unique to Buena Park. The proposed project also supports several policies within the Land Use and Community Design (Chapter 2) and Economic Development Element (Chapter 9) of the General Plan by promoting the redevelopment of a currently vacant site within the ECSP, providing employment opportunities and adding to the diversity of entertainment uses and activities which encourage tourists to extend the duration of their visit in the City.

Additionally, the project has been thoughtfully designed to minimize impacts on adjacent properties. On-site parking, loading areas, drop-offs and bike parking have been provided in excess of the anticipated parking demand to ensure that parking does not spill over onto adjacent properties or onto public rights-of-way. The buildings have been oriented towards Beach Boulevard with approximately 200 feet of parking and landscape setbacks located to the west and 150 feet to the south to minimize sound and visual impacts to adjacent properties, with particular focus on ensuring the single-family residential to the west is not impacted. Lastly, the Project site has been designed to provide adequate vehicle and pedestrian circulation with multiple entrance/exit driveways on Beach Boulevard and an overflow exit to Western Avenue through the SCE Lot to the west.

Variance

BPMC Section 19.132.010 (Variance) is a procedure established to review deviations from the strict application of the requirements of the Code in special circumstances where the requirements unintentionally discriminate against a particular property because of unusual and unanticipated circumstances. Pursuant to the development standards for the ECSP, a 10-foot landscape setback is required where a property line is adjacent to a residential zone. The western property line of the subject property is adjacent to single-family homes on El Caney Drive. Currently, there are approximately 75 mature cypress trees located within a 5-foot landscape setback along the western edge of the property. The purpose and intent of the landscape setback adjacent to residentially zoned properties is to provide privacy and buffering between residential and commercial uses utilizing landscaping. To preserve the existing mature trees, which meet the intent the code requirement, a variance to allow for a reduction in landscape setback is required. The requested landscape setback reduction meets the required findings/criteria to approve a variance as there are special circumstances applicable to the subject property which result in the strict application of the requirements not accomplishing the intent of the Code requirement. Additionally, approval of the variance does not produce a result that is detrimental to the public health, safety, or welfare of other properties in the vicinity and is not contrary to the objectives of the General Plan or ECSP.

Purchase and Sale Agreement

The Purchase and Sale Agreement authorizes the City to sell the parcels to Buena Park, LLC ("Developer"). The purchase price is three million dollars (\$3,000,000.00), which is the property's fair market value as established by an independent third-party appraisal. Within ten days of the effective date, the developer will deposit \$300,000 in earnest money with the City-selected title company. The deposit is refundable during the 60-day contingency period and becomes non-refundable once the developer waives contingencies. This \$300,000 is credited toward the purchase price at closing and is retained by the City as liquidated damages if the developer defaults after the contingency period. The developer will pay the remaining balance of the purchase price at close of escrow via a market rate purchase price loan from the City, with the loan being secured by a first position deed of trust, a term of 60 months, and an interest rate of 8%. Close of escrow is conditioned on a series of items being satisfied, including compliance with the Surplus Lands Act, approval of Project Entitlements, approval of the developer's financing plan and construction contracts, building permit applications, and the execution of the Owner Participation Agreement and Reciprocal Easement and Maintenance Agreement. Close of escrow is projected to occur within 12 months.

Following the close of escrow the Developer is required to construct and operate the project in accordance with a Schedule of Performance, provide periodic construction progress reports, and complete the project within the construction schedule. The City Manager is authorized to grant limited extensions (up to six months) with longer extensions requiring City Council approval. The agreement includes lender-protection provisions allowing a construction lender to step in and complete the project under defined circumstances. Construction covenants run with the land and are released by the City upon issuance of a Certificate of Occupancy for the Project.

Owner Participation Agreement

An Owner Participation Agreement (OPA) is a recorded agreement between the City and the developer that places binding covenants on the property, which run with the land and govern how it will be developed, operated, and maintained in exchange for the City's cooperation and financial participation. The proposed OPA between the City and Buena Park Boardwalk, LLC obligates the Developer to construct and operate a mixed-use entertainment destination anchored by two primary attractions, a butterfly atrium and an aquarium, together with complementary retail and food uses. For a 20-year term following project completion, the Developer must continuously operate the Project, incorporate "Buena Park" into the Project's name, and provide significant Community Benefits to the community including: local hiring, local vendor preferences, cooperation with public safety, community outreach and education programs with local schools and organizations, resident discounts, conference space for City events, programming, certifications, and staff training to assist guests with autism and sensory sensitivity, development of good neighbor policies and a commitment to act as a community steward regarding environmental conservation and sustainability, including by managing and operating the Project in a manner that meets or exceeds applicable recycling, waste reduction, or waste diversion requirements.

In consideration for the Developer to operate the Project and provide the Community Benefits for the 20-year term, the City will provide a total of \$15 million in financial reimbursements: \$10 million of which will reimburse documented non-construction preopening expenses incurred by the Developer (i.e. off-site fabrication of specialty components, marine life acquisition, advertising, marketing, and related start up operating expenses), and \$5 million during the first four years of project operations to fund start up and ongoing costs associated with the Community Benefits provided under the OPA. The terms of the OPA protect the City through indemnification, insurance, prevailing-wage compliance, repurchase and other remedies if the Developer defaults. For example, in the event Developer fails to complete construction and opening, the City has the right to repurchase the property for an amount equal to the purchase price minus any demolition costs incurred by the City.

Finally, the Project includes public right-of-way improvements located along Beach Boulevard as conditions of approval, including landscaping, curb and gutter, hardscaping, and utility connections. In consideration for the public benefits associated with these right of way improvements, the City has committed to reimbursing up to \$500,000 of the costs for such work, subject to Developer's compliance with applicable Labor Code and prevailing wage requirements for that portion of the project.

ENVIRONMENTAL ASSESSMENT:

California Public Resources Code section 21083.3 and California Environmental Quality Act (CEQA) Guidelines section 15183 provide an exemption from additional environmental review for projects that are consistent with the development density established by existing zoning or general plan policies for which an Environmental Impact Report (EIR) was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. Section 15183 specifies that examination of environmental effects shall be limited to those effects that:

1. Are peculiar to the project or the parcel on which the project would be located, and were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent;
2. Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
3. Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

Section 15183(c) further specifies that if an impact is not peculiar to the parcel or to the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for that project solely on the basis of that impact.

The proposed project is consistent with the analysis performed for the General Plan EIR. Further, the General Plan EIR adequately anticipated and described the impacts of the Project, identified applicable mitigation measures necessary to reduce Project specific impacts, and the Project implements these mitigation measures. A comprehensive environmental evaluation has been completed for the Project as documented in the §15183 Exemption Checklist. This evaluation concludes that the Project qualifies for an exemption from additional environmental review because it is consistent with the development density and use characteristics established by the Buena Park General Plan, (SCH #2009111026), and all required findings can be made.

Finding: The Project is consistent with the development density established by existing zoning or general plan policies for which an EIR was certified.

Fact: The subject properties are located within the City's ECSP. Permitted uses within the ECSP include entertainment and tourist attractions as well as restaurants and retail uses. The proposed project is consistent with the permitted uses and development standards within the ECSP. The subject properties are located within the Tourist-Entertainment General Plan Land Use designation. The proposed project is consistent with the purpose and intent of this general plan designation and the permitted floor area ratio (FAR) that was studied as part of the 2035 General Plan Update EIR (GPU EIR).

Finding: There are no Project specific effects which are peculiar to the Project or its site, and which the GPU EIR failed to analyze as significant effects.

Fact: The subject property is no different than other properties in the surrounding area, and there are no project specific effects which are peculiar to the Project or its site. The Project site is in an area developed with similar retail, restaurant and tourist attraction-type uses. The site was previously developed with similar tourist-attraction type uses of similar size and construction type. The property does not support any peculiar environmental features, and the Project would not result in any peculiar effects. In addition, all project impacts were adequately analyzed by the 2035 General Plan EIR (GPU EIR).

Finding: There are no potentially significant off-site and/or cumulative impacts which the GPU EIR failed to evaluate.

Fact: The Project is consistent with the density and use characteristics of the development considered by the GPU EIR and would represent a small part of the growth that was forecast for build-out of the General Plan. The GPU EIR considered the incremental impacts of the Project, and as explained further in the 15183 Exemption Checklist below, no potentially significant off-site or cumulative impacts have been identified which were not previously evaluated.

Finding: There is no substantial new information which results in more severe impacts than anticipated by the GPU EIR.

Fact: As explained in the 15183 exemption checklist, no new information has been identified which would result in a determination of a more severe impact than what had been anticipated by the GPU EIR.

Finding: The Project will undertake feasible mitigation measures specified in the GPU EIR.

Fact: The Project will undertake feasible mitigation measures specified in the GPU EIR. These GPU EIR mitigation measures will be undertaken through project design, compliance with regulations and ordinances, or through the Project's conditions of approval.

PUBLIC NOTIFICATION

On July 2, 2026, the City mailed out public meeting notices to 80 properties located within the 300-foot distance surrounding the project site. Additionally, notice of the public meeting was posted at the required locations and a notice was placed in the *Buena Park Independent* on July 3, 2026.

BUDGET IMPACT

The property purchase price of three million dollars (\$3,000,000) plus the accrued interest from the carry-back financing will be deposited into the City's General Fund. The City's financial assistance, as specified in the Owner Participation Agreement will be provided from the City's Economic Development Fund. Financial assistance during the construction period will be provided on a reimbursement basis and will correspond with specified construction milestones. The total reimbursement during the construction period shall be ten million dollars (\$10,000,000). Following the issuance of a Certificate of Occupancy, additional financial assistance shall be provided on an annual basis in the amount of five million dollars (\$5,000,000) and shall be dispersed annually with the first annual payment of two million (\$2,000,000) provided after the first year of operation followed by one million (\$1,000,000) each year for the following four years provided the project remains in compliance with the terms of the Development Agreement and Owner Participation Agreement.

Attachments

[City Council Ordinance DA25-1 Development Agreement](#)

[Exhibit A to City Council Ordinance Development Agreement](#)

[City Council Resolution V-25-1 Variance](#)

[Development Plans Attachment Link.pdf](#)

[Purchase Sale Agreement Agenda Draft](#)

[Owner Participation Agreement Agenda Draft](#)

ORDINANCE NO. ____
DEVELOPMENT AGREEMENT NO. DA25-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING DEVELOPMENT AGREEMENT NO. DA25-1 TO DEVELOP AN AQUARIUM, BUTTERFLY EXHIBIT AND ASSOCIATED ONSITE IMPROVEMENTS AT 7711-7733 BEACH BOULEVARD (APNS: 136-203-40, 136-211-64 AND 136-211-57) WITHIN THE ENTERTAINMENT CORRIDOR SPECIFIC PLAN (ECSP) ZONE AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

A. Recitals.

(i) California Government Code section 65864 provides, in pertinent part, as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

“(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.”

(ii) California Government Code Section 65865 provides, in pertinent part, as follows:

“Any City may enter into a development agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article.”

(iii) California Government Code Section 65865.2 provides as follows:

“A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provision for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement”.

(iv) Buena Park Boardwalk, LLC, 9500 E. Via de Ventura, Suite E100, Scottsdale, AZ 85256 (“BP Boardwalk” or “Applicant”) has filed planning applications to develop real property located at 7711-7733 Beach Boulevard (“Site”) with an Aquarium (including eatery) at approximately 75,000 square feet, a Butterfly Exhibit and Conservatory (including eatery) at approximately 45,000

square feet and other commercial spaces at approximately 5,500 square feet. Site Improvements include new parking lot, landscaping, utility connections and street frontage improvements (sidewalk, driveways, curb and gutter) ("Project"). BP Boardwalk has submitted the necessary applications for a Development Agreement (DA25-1) and Variance (V-25-1).

(iv) BP Boardwalk submitted a request to enter into a Development Agreement DA-25-1 with the City to develop an aquarium, butterfly exhibit, commercial spaces and associated site improvements on property located at 7711-7733 Beach Boulevard, in the City of Buena Park, California, (APNs: 136-203-40, 136-211-64 and 136-211-57) in the County of Orange. Hereinafter, in this Resolution, the subject Development Agreement DA25-1 request is referred to as "Development Agreement". The Development Agreement, a substantive form of which is attached hereto as Exhibit "A", establishes the rights and obligations of BP Boardwalk and the City relating to the development of the Project, secures BP Boardwalk's vested right to develop the Project in accordance with the requirements of the Development Agreement and the Development Plan, attached as Exhibit "B" to the Development Agreement.

(v) The City has reviewed and analyzed the potential environmental impacts of the Project as required by the California Environmental Quality Act (CEQA), and after considering all evidence presented during the public hearings, the Planning Commission has determined that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183, as set forth fully in the ordinance approving this Agreement ("CEQA Determination").

(vi) On May 27, 2026, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to adoption of a resolution recommending that the City Council approve an Ordinance adopting Development Agreement DA25-1.

(vii) On July 14, 2026, the City Council conducted a duly noticed public hearing concerning the potential adoption of the Development Agreement and Project Applications, said public hearing was concluded prior to the adoption of this Ordinance, and City Council has contemporaneously taken action to approve the other Project Applications.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does ordain as follows:

Section 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Ordinance are true and correct and are incorporated herein by this reference.

Section 2. Based upon substantial evidence presented to the City Council during the above-referenced public hearing, including written staff reports, verbal testimony, and Development Plans stamped "RECEIVED July 2, 2026 PLANNING DIV." the City Council specifically finds that the Development Agreement No. DA25-1 will promote the orderly development of the project area along with the public health, safety and welfare and makes the

following specific findings in support of Development Agreement DA25-1.

1. **Finding:** The provisions of the development agreement and proposed project are consistent with the General Plan and Entertainment Corridor Specific Plan.

Fact: The proposed aquarium and butterfly exhibit along with the other proposed on and offsite improvements are consistent with and supports the vision for both the Entertainment Corridor Specific Plan and the Tourist Entertainment General Plan Land Use Designation. This designation includes all properties within the ECSP and is focused on land uses which provide or support entertainment and tourist-related activities unique to Buena Park. The proposed project also supports several policies within the Economic Development Element (Chapter 9) of the General Plan by promoting the redevelopment of a currently vacant site within the ECSP, providing employment opportunities, and adding to the diversity of entertainment uses and activities which encourage tourists to extend the duration of their visit in the City.

2. **Finding:** The location and design set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity and will enhance site and area aesthetics.

Fact: The proposed project has been thoughtfully designed to minimize impacts to adjacent properties. Onsite parking, loading areas, drop-offs and bike parking have been provided in excess of the anticipated parking demand to ensure that parking does not spill over to adjacent properties or public rights-of-way. The buildings have been oriented towards Beach Boulevard with parking and landscape setbacks located to the west and south to minimize sound and visual impacts to adjacent properties, with particular focus on ensuring the single-family residential to the west is not impacted. The proposed project aligns with the vision for the Entertainment Corridor which is to provide unique attractions and entertainment type uses which will promote tourism and complement other attractions along the corridor including Knott's Berry Farm, Medieval Times and Pirates Dinner Adventure.

3. **Finding:** The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access.

Fact: The proposed project has been thoughtfully designed to minimize impacts to adjacent properties. Onsite parking, loading areas, drop-offs and bike parking have been provided in excess of the anticipated parking demand to ensure that parking does not spill over to adjacent properties or onto public rights-of-way. The buildings have been oriented towards Beach Boulevard with parking and landscape setbacks located to the west and south to minimize sound and visual impacts to adjacent properties, with particular focus on ensuring the single-family residential to the west is not impacted. Lastly, the project site has been designed to provide adequate vehicle and pedestrian circulation throughout the site with

multiple entrance/exit driveways on Beach Boulevard and an overflow exit to Western Avenue through the city-leased lot to the west.

Section 3. The City Council hereby finds and determines that the Project has been reviewed pursuant to CEQA and after considering all evidence presented during the public hearings, the Planning Commission recommends that the City Council determine that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183.

Section 4. The City Council hereby adopts Development Agreement DA25-1, the substantive form of which is attached hereto as Exhibit "A". This Ordinance is adopted under the authority of the California Government Code Section 65868 et seq. ("Development Agreement Statute") and City Council finds that the Development Agreement substantially complies with the requirements of the Development Agreement Statute.

Section 5. The Conditions of Approval identified in Exhibit "C" are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park Municipal Code.

Section 6. The City Council hereby authorizes and directs the Mayor and City Clerk to execute the Development Agreement DA25-1 on behalf of the City of Buena Park forthwith upon adoption of this Ordinance.

Section 7. The City Clerk is hereby directed to record this Ordinance, including the fully executed form of the Development Agreement with the Orange County Recorder no later than ten (10) days following the effective date of this Ordinance.

Section 8. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner required by law.

PASSED AND ADOPTED this 14th day of July by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

Ordinance No. _____
Development Agreement No. DA25-1
July 14, 2026
Page 5

I, Adria M. Vicuna, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the 14th day of July, 2026.

City Clerk

EXHIBITS:

- Exhibit A – Development Agreement
- Exhibit B – Development Plans
- Exhibit C – Conditions of Approval

Ordinance No. _____
Development Agreement No. DA25-1
July 14, 2026
Page 6

EXHIBIT A – DEVELOPMENT AGREEMENT

EXHIBIT B – DEVELOPMENT PLANS

EXHIBIT C – CONDITIONS OF APPROVAL

PLANNING DIVISION:

1. This approval shall be for the construction and operation of an Aquarium, Butterfly Exhibit and Conservatory, and retail/food uses and related site improvements at 7711-7733 Beach Boulevard in substantial compliance with plans stamped "RECEIVED JULY 2, 2026 PLANNING DIV.", except as modified herein.
2. The building and site design shall be generally consistent with plans stamped "RECEIVED JULY 2, 2026 PLANNING DIV.," with exact design details and specifications subject to Planning Division approval. Concurrent with the plan submittal to Building Plan Check, the developer shall submit color and material samples to the Planning Division for review.
3. A minimum of 1.0-to-1.5-foot candle minimum illumination throughout the parking area. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way.
4. Trash enclosures shall be designed to match or complement the architectural design of the primary building including materials and coloration.
5. All required utility appurtenances shall be screened from view by landscaping or other methods to the extent feasible. The location of other utility companies' equipment and meters shall be submitted to the City Planning Division for review and approval prior to installation.
6. Roof-mounted mechanical equipment shall be located so that all equipment is screened from public view by the proposed parapet or other roof design features.
7. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.
8. Landscaping shall consist of a variety of trees, shrubs and ground covers, generally consistent with the conceptual planting plan stamped RECEIVED JULY 2, 2026 PLANNING DIV."
9. A minimum of 10-foot-wide walkway shall be provided along the southern property line that connects to the existing walkway within the SCE parking lot and extends east to connect to the public sidewalk at Beach Boulevard.
10. Dead or dying plants or trees shall be promptly replaced with plants or trees, as applicable, comparable in size and species. All irrigation shall be on an electronic timer and shall be maintained in fully operable, non-leaking condition.
11. All required double-check valve assemblies located within public view shall be strategically screened through the use of landscaping or fencing to the satisfaction of the City.
12. The approved uses shall maintain a business license as required by City Code.

13. The applicant and/or property owner shall ensure that a copy of the City Council resolution of approval is reproduced within the construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
14. The project and/or use authorized by this approval shall comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies and regulations.
15. Prior to any occupancy permit being granted, or commencement of the approved use, these conditions and all improvements shall be completed to the satisfaction of the City.
16. If any legal action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of the Project Approvals, environmental determination, or of this Development Agreement, Owner and City shall cooperate in defending any such action. City shall notify Owner of any such legal action against City within ten (10) working days after City receives service of process, except for any petition for injunctive relief, in which case City shall notify Owner immediately upon receipt of notice thereof. Owner shall indemnify, hold harmless and defend City, and its officers, employees or agents with respect to any claim or lawsuit brought to challenge the validity or enforcement of the Project Approvals, the Negative Declaration, or this Development Agreement, instituted by a third party or another governmental entity or official; provided, however, that if the City fails to cooperate in the defense, Owner shall not thereafter be responsible for City's defense. Owner shall pay all of City's defense costs including, without limitation, court costs, attorneys' fees, and expert witness fees. Owner shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorneys' fees that may be awarded in such action. City shall be entitled to select counsel to conduct its defense in any such action; provided, however, that City shall instruct such counsel to cooperate with Owner as provided herein.

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.
2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.
4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
6. After the public hearing appeal period ends, the applicant shall submit three (3) sets of construction plans to the Building Division for plan check to obtain required building permits.

7. All portions of the proposed building above the first story shall maintain a minimum 12-foot setback from any overhead power lines.
8. New commercial buildings, 10,000 square feet and over, shall require a completed commissioning plan in accordance with Section 5.410 of the California Green Building Standards Code.
9. Applicants shall prepare a waste management report tracking all elements of construction and demolition as required by the California Green Building Code. This report shall include, but is not limited to, landfill and recycling diversion counts for concrete, steel, green waste, and lumber. These reports shall be provided to the City for approval prior to completion of their related permits.

PUBLIC WORKS DEPARTMENT:

1. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.
 - a. All vehicular access to the site shall be provided in locations approved by the Traffic Division. An emergency fire access easement shall be granted to the Orange County Fire Authority in accordance with OCFA requirements. The emergency access within the project parcel shall be subject to OCFA approval, and an approved copy of the plan shall be submitted to the Engineering Division with the grading plan submittal.
 - b. In accordance with the approved Traffic Impact Analysis (TIA), the applicant shall implement all improvement measures, mitigation measures, and recommendations identified in the TIA to the satisfaction of the City Engineer.
 - c. The property owner shall dedicate to the public a 10-foot-wide easement for street purposes along the entire project frontage on Beach Boulevard.
 - d. A photometric/lighting plan shall be submitted for review and approval by the City Engineer. If the approved photometric/lighting plan identifies deficiencies in existing street lighting along the project frontage, the applicant shall be responsible for the design, installation, and/or upgrade of street lighting improvements as required to meet City standards, to the satisfaction of the City Engineer.
 - e. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.

- f. The applicant shall submit a landscape plan for all landscaping proposed along the project frontage, including any improvements within the public easement, for review and approval by the Engineering Division. All landscaping shall be installed with an irrigation system, comply with the City's Urban Forest Management Plan, and be maintained by the property owner in accordance with applicable City ordinances, including Chapter 19.112.070 of the City Code. In addition, the property owner shall be responsible for the ongoing maintenance, repair, and replacement of all hardscape improvements within the frontage area and public easement, including but not limited to decorative paving, boardwalks, pathways, irrigation systems, and any related frontage improvements, to the satisfaction of the City Engineer.
- g. The property owner shall maintain all required sight-distance triangles at existing driveways free and clear of any obstructions. Any future improvements within these areas, including but not limited to walls, landscaping, or signage, shall be subject to review and approval by the Engineering Division and may require a sight-distance analysis prepared by a registered engineer.
- h. All industrial wastewater discharges shall be evaluated and regulated in accordance with applicable requirements of the Orange County Sanitation District and the City. The applicant shall design and implement any required pretreatment, monitoring, and control measures necessary to ensure compliance with applicable discharge limits. Such measures may include, but are not limited to, pretreatment systems, flow monitoring devices, and sampling facilities. A dedicated sampling location shall be provided if required by OC San. The location and design of the sampling facility shall be subject to review and approval by the Engineering Division to ensure accessibility, safety, and compliance with City standards. The applicant shall implement spill containment and control measures for all operations with the potential to discharge prohibited materials to the sewer system and shall ensure that no untreated or unauthorized discharges enter the public sewer. All pretreatment and monitoring systems shall be properly maintained and operated by qualified personnel. Documentation of system design, operation, and maintenance procedures shall be provided to the Engineering Division upon request. Prior to issuance of any grading, building, or sewer permits, the applicant shall provide written verification from OC San confirming that all applicable requirements have been satisfied or that no permit is required.
- i. Any future changes to operations that may affect the quantity or quality of wastewater discharge shall be subject to review and approval by OC San and the City prior to implementation.
- j. All proposed utility connections shall also comply with City standards, specifications, and applicable Federal, State, and County regulations. Any required infrastructure upgrades shall be the responsibility of the developer, and any necessary easements shall be dedicated to accommodate public sewer facilities as determined by the City Engineer.

- k. A double check detector assembly is required for domestic and fire service connections, and a reduced pressure principle device (RPPD) is required for irrigation service connection per City standards, and devices shall be supplied and installed by contractor. Contractor shall supply and install City approved water meters in the public right-of-way.
 - l. A final hydrology and/or hydraulics study, prepared by a registered civil engineer, shall be submitted for review and approval by the City Engineer. The final study shall be consistent with the previously approved preliminary analysis and shall support the final design of the proposed storm drain system. The storm drain system shall be designed and constructed to accommodate a minimum 25-year storm event in accordance with County of Orange standards and shall be privately owned and maintained.
 - m. All driveway approaches, sidewalks, curb, and gutter along the project frontage that are lifted, fractured, or failing shall be removed and replaced in accordance with City standards. In addition, any existing driveway approaches along Beach Boulevard that are not compliant with current ADA requirements shall be reconstructed to meet applicable ADA and City standards.
 - n. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
 - o. Water Meter Installation Requirements:
 - i. For 1-inch or smaller meter sizes, the water meter model shall be Neptune T-10 with Encoder that reads in gallons or City approved equal.
 - ii. For 1.5-inch or larger meter sizes, the water meter model shall be Neptune HPT or Neptune MACH-10 with Encoder that reads in gallons or City approved equal.
2. A geotechnical report, prepared by a registered geotechnical engineer, shall be submitted for review and approval by the City Engineer. The final report shall be consistent with the previously approved preliminary evaluation and shall provide recommendations for pavement structural sections for all proposed streets and parking areas. The report shall also include analysis of soil conditions to support LID requirements, including infiltration feasibility, soil compaction, permeability, saturation, and groundwater levels, in accordance with the County of Orange Technical Guidance Document.
3. A final Water Quality Management Plan (WQMP) shall be submitted for review and approval by the City Engineer prior to issuance of grading or building permits. The final WQMP shall be consistent with the previously approved preliminary WQMP and shall incorporate all required revisions to support the proposed project design. The plan shall identify all applicable Best Management Practices (BMPs) to be implemented on-site to control pollutant runoff, including both structural and non-structural measures, and shall

include detailed design criteria and implementation measures in accordance with applicable City requirements.

4. Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.

PERMIT ISSUANCE:

1. All applicable fees, deposits, and bonds associated with Public Works improvements shall be paid in full prior to the issuance of any construction permits, in accordance with the City's adopted Fee Schedule.
2. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
3. A Transportation Hauling Permit shall be obtained for any vehicle or equipment exceeding the size or weight limits established by the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
4. Prior to issuance of a grading permit, an approved Water Quality Management Plan (WQMP), including the Master Covenant & Agreement and the Operation and Maintenance Plan, shall be recorded with the Orange County Recorder's Office. Two hard copies of the recorded WQMP, bound in 3-ring binders, shall be provided to the City.
5. Prior to final acceptance of public improvements or release of any cash deposits, the developer/contractor shall provide a warranty bond for all public facilities and improvements, to be held by the City for a period of one (1) year.
6. All Public Works required improvements shall be completed to the satisfaction of the City prior to final occupancy or commencement of the approved use.

CONSTRUCTION:

1. A traffic control plan, prepared by a registered civil engineer, shall be submitted for review and approval for all work within the public right-of-way that requires lane closures, including utility connections and street improvements. A traffic control plan shall also be required for any work on private property that results in lane closures.

2. Where multiple trench cuts are required for utility installation, pavement restoration shall include slurry seal or grind and asphalt concrete (AC) overlay to the nearest lane line, extending from property line to property line. The final method of pavement restoration, equal to or better than existing conditions, shall be determined based on the existing pavement condition and subject to City approval.
3. An Engineered Grading and Utility Certification shall be prepared and signed by the project engineer. Certifications shall be provided for each phase of construction, including fill placement and compaction, rough grading (including pad elevations), final grading, utility installation, and implementation of the approved Water Quality Management Plan, and shall be submitted to the City.
4. Prior to issuance of occupancy, all structural Best Management Practices (BMPs) shall be constructed in accordance with the approved Water Quality Management Plan (WQMP), subject to City verification.
5. The applicant/contractor shall be responsible for the protection of all existing horizontal and vertical survey control points. Any disturbed survey controls shall be reset after construction in accordance with Orange County Surveyor standards.
6. All trash collection services required during construction and upon project completion shall be provided through the City's authorized waste hauler.
7. A final set of drawings shall be submitted for final approval upon completion of construction. The drawings shall incorporate all revisions made during construction or otherwise and shall be clearly labeled "As-Built." Both digital and hard copy sets shall be provided to the satisfaction of the City Engineer.

ORANGE COUNTY FIRE AUTHORITY:

1. DESIGN REVIEW: Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. The development review does not imply or express approvals on any subsequent plan submittal.
2. PLAN SUBMITTAL SEQUENCE: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the specified event.

Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

1. Fire Master Plan (service code PR145)
 - a. Alternate Methods and Materials request (PR910) is required to provide a minimum of Type II construction for all buildings and 1-HR rated roof construction for all buildings to address hose pull deficiencies.

Prior to Issuance of a Building Permit:

1. Architectural (service codes PR200-PR285)
2. Hazardous materials compliance and chemical classification (service codes PR315-PR328)
3. Refrigeration and vapor detection/alarm system (service codes PR340 and PR500-PR520), if required by the Refrigeration Disclosure worksheet in OCFA guideline G-02 or the California Fire or Mechanical Codes
4. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
5. Fire sprinkler system (service codes PR400-PR465)

Prior to Concealing Interior Construction:

1. Fire alarm system (service code PR500-PR520)
2. Hood and duct extinguishing system (service code PR335)

Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service.

POLICE DEPARTMENT:

1. Prior to issuance of Certificate of Occupancy, the applicant shall provide the Buena Park Police Department with a Security and Operations Plan which shall include the following:
 - a. The number of proposed security personnel, patrol hours (including after-hours), and specific protocols for coordinating with local law enforcement to deter trespassing, loitering, and criminal activity at the site both during and after operating hours.
 - b. The business operator shall provide the Police Department with an emergency contact

listing, including 24/7 on- and off-site management contact details for after-hours incidents.

- c. The Business operator shall provide the Buena Park Police Department with remote access to any on-site security video surveillance system and/or centrally monitored alarm system.

**DEVELOPMENT AGREEMENT NO. DA25-1
CONCERNING PROPERTY LOCATED AT 7711-7733 BEACH BOULEVARD
(APNS 136-203-40, 136-211-64 AND 136-211-57), BUENA PARK, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated for reference purposes only this ___th day of _____, 2026, and is entered into by and between the CITY OF BUENA PARK, a California municipal corporation (“**City**”), and BUENA PARK BOARDWALK, LLC, an Arizona limited liability company (“**Developer**”).

RECITALS

A. City is owner of certain real property located at 7711-7733 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-211-57), as such real property is legally described in **Exhibit “A”** hereto (the “**Property**”).

B. By way of that certain Agreement for the Purchase And Sale of Real Property dated _____, 2026 (“**Purchase Agreement**”), City has agreed to sell and Developer has agreed to buy the Property subject to the parties’ satisfaction of various conditions precedent to the closing, including Developer applying for and being issued all land use and zoning entitlements and approvals that are necessary to develop and use the Property for entertainment uses, consistent with the Buena Park Entertainment Corridor Specific Plan (“**ECSP**”) and Buena Park Zoning Code (“**Zoning Code**”).

C. Consistent with requirements of the ECSP and Zoning Code, Developer has submitted and City has accepted applications for a development agreement under authority of California Government Code section 65865 *et. seq.* (the “**Development Agreement Law**”), and a variance under authority of Section 19.132.010 of the Zoning Code, which, if approved by City, would authorize Developer to develop and use the Property consistent with those approvals subject to and conditioned upon the closing under the Purchase Agreement

D. In furtherance of their mutual interests and the benefits offered by the Development Agreement Law, the Parties desire to enter into this Agreement pursuant to the Development Agreement Law granting Developer the vested right to use and develop the Property for the Project subject to the terms and conditions specified herein.

E. The City has duly satisfied all prerequisites to the City’s consideration and approval of this Agreement including:

1) The City has reviewed and analyzed the potential environmental impacts of the Project as required by the California Environmental Quality Act (CEQA), and after considering all evidence presented during the public hearings referenced below, the City Council has determined that the Project is exempt from further environmental review pursuant to Public

Resources Code section 21083.3 and CEQA Guidelines Section 15183, as set forth fully in the ordinance approving this Agreement (“**CEQA Determination**”).

2) On May 27, 2026, the Planning Commission for the City of Buena Park (“**Planning Commission**”) conducted a duly noticed public hearing to consider the Development Agreement and Variance, and after consideration of all substantial evidence presented, the Planning Commission adopted Resolution No. 6407 approving the Variance, and adopted Resolution No. 6406 recommending that the City Council for the City of Buena Park (“**City Council**”) make the CEQA Determination and adopt an ordinance approving this Agreement.

(3) On July 14, 2026, the City Council conducted a duly noticed public hearing to consider this Agreement, and after consideration of all substantial evidence presented the City Council adopted Ordinance No. _____ making certain findings and approving the CEQA Determination and this Agreement in the manner specified by law.

NOW, THEREFORE, City and Developer (at times herein individually a “**Party**” and jointly the “**Parties**”) agree as follows:

AGREEMENT

1. **Definitions.** The capitalized terms and phrases used throughout this Agreement shall have the following meaning:

“Agreement” means this Development Agreement.

“City” means the City of Buena Park.

“CEQA Determination” is defined in Recital E(1) above.

“City Council” means and refers to the City Council for the City of Buena Park.

“Certificate of Completion” means issuance of a Certificate of Occupancy for Building Permits issued by the City having been accepted as finalized and complete by City, thereby signifying that all permitted work comprising the Project has been completed in accordance with the Plans and Specifications.

“Deed of Trust” is defined in Section 10.A.

“Developer” means Buena Park Boardwalk, LLC.

“ECSP” means and refers to the City of Buena Park Entertainment Corridor Specific Plan.

“Effective Date” means the date this Agreement is recorded on the Property in the Official Records of the County of Orange.

“Existing Standards” is defined in Section 6.B.

“Force Majeure” means any of the following arising after the Effective Date and to the extent resulting in a demonstrable and material impact on a Party’s performance of this Agreement: acts of God; unusually severe weather; enemy action; civil disturbances; wars; terrorist acts; insurrection; riots; fire; floods; earthquakes; casualties; a local, state, or federal declaration of emergency based on an epidemic or pandemic including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic; strikes, walkouts lockouts, and other labor difficulties; regional and enduring breakdown in communication facilities, electrical service, or wireless service; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; or mediation, arbitration, litigation, or other administrative or judicial proceeding involving the Existing Standards or any of the Project Entitlements.

“Lender” is defined in Section 10.A.

“Minor Change” is defined in Section 6.D.

“MND” is defined in Recital E(1) above.

“Permitted Delays” is defined in Section 9.

“Plans and Specifications” means Developer’s construction-ready plans and specifications for the Project that are approved in the final building permits issued by the City that authorize Developer to proceed with construction of the Project.

"Project" means and refers to a mixed-use entertainment attraction and commercial development comprised of a butterfly atrium exhibit, an aquarium exhibit, complementary retail, commercial space, and food and beverage establishments, all associated amenities, landscaping, and other on and off-site improvements comprising the development that is depicted in the design renderings set forth in Exhibit “B” to this Agreement, and to be finally and fully described in the Plans and Specifications.

“Project Entitlements” means and refers cumulatively to this Agreement, the Variance, and the CEQA Determination.

“Purchase Agreement” is defined in Recital B, a true and correct of which is on file with City’s Community Development Department located at 6650 Beach Boulevard, Buena Park, California 90622

“Reciprocal Easement and Maintenance Agreement” means and refers to that certain agreement between the Parties that are defined and identified in the Purchase Agreement and recorded on the Property as a condition precedent to the closing, and which establishes an easement for the City and the public over the southern-most drive aisle of the Property for vehicular and pedestrian access (and associated improvements) to and from a public parking lot bordering the Property to the west.

“Reserved Powers” means the following specific City police powers statutorily excepted from this Agreement and which are instead reserved to the City, and include the power to enact regulations or take future discretionary actions after the Effective Date that may be in conflict with the Applicable Rules but: (1) pertain to a change in the Permitted Use; (2) are reasonably necessary to protect the public health and safety, and generally applicable on a Citywide basis; (3) are necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety or create a physical risk, so long as the City Council makes findings after a noticed public hearing that: (i) identifies the dangerous or hazardous conditions requiring such regulations; (ii) explains why there are no commercially or economically reasonable alternatives to the regulation; and (iii) explains how such changes would alleviate the dangerous or hazardous condition; (4) are construction, engineering and design standards for private and public improvements that are applicable on a Citywide basis; or (5) are required to comply with state or federal laws and regulations that are now or hereafter in effect.

“Schedule of Performance” is the timeline and milestones for Developer’s development and opening of the Project and is defined in the Purchase Agreement.

“Subsequent Approvals” is defined in Section 6.C.

“Term” is defined in Section 5.

“Variance” means and refers to Developer’s application under Section 19.132.010 of the Zoning Code to deviate from certain development standards pertaining to the Project, which was considered and approved by the Planning Commission as Resolution No. 6407 at a duly noticed public hearing on May 27, 2026. A true and correct copy of the Variance is on file with City’s Community Development Department located at 6650 Beach Boulevard, Buena Park, California 90622.

“Zoning Code” means and refers to the Title 19 (Zoning) of the Buena Park Municipal Code.

2. **Recitals Incorporated.** The introductory Recitals are true, correct, and made a material part of this Agreement.

3. **Binding Effect of Agreement.** Commencing on the Effective Date and continuing for the entire Term of this Agreement, the conditions, terms and provisions of this Agreement are enforceable by the Parties as equitable servitudes affecting the Property, and the whole thereof, and constitute covenants running with such Property pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant in this Agreement to act or refrain from acting is for the benefit of or a burden upon the Property, and the whole thereof, and shall run with such Property and be binding upon Developer and the successors and assigns of Developer during their respective ownerships of the Property, or any portion thereof. Each and every contract, deed or other instrument executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

4. **Relationship of Parties.** Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement, with the only relationship between the Parties being that of a government entity regulating the development and use of real property.

5. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in full force and effect for a period of twenty (20) years (“**Term**”), unless such Term is earlier amended or terminated in the manner set forth in Section 14 of this Agreement. Notwithstanding the foregoing, so long as there are no material changes to the Project and Developer is not then in material breach of this Agreement, the Term of this Agreement shall automatically renew and extend for successive terms of five (5) years each without notice of demand by either Party.

6. **Development and Use of the Property.**

A. **Governing Rules.** Developer shall have the vested right to develop and use the Property in the manner permitted by the Project Entitlements and the Existing Standards; provided that Developer shall comply with the terms and conditions of the Reciprocal Easement and Maintenance Agreement; and provided further, that Developer shall obtain any Subsequent Approvals required by governmental entities with jurisdiction over the Property. Subject to City’s exercise of its Reserved Powers, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Project Entitlements. The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, shall be pursuant to those fees in effect as of the Effective Date.

B. **Existing Standards.** Unless expressly provided otherwise in this Agreement, all substantive and procedural requirements and provisions contained in City’s ordinances, specific plans, rules and regulations, including but not limited to the City’s General Plan, ECSP, Buena Park Municipal Code, or Zoning Code, in effect on the adoption date of the ordinance approving this Agreement shall govern use and development of the Property (“**Existing Standards**”).

C. **Subsequent Approvals.** In addition to the Project Entitlements, certain other permits and approvals from City or other governmental agencies with jurisdiction over the Property will be necessary for Developer to construct the Project on the Property including, without limitation: demolition permits, excavation permits, grading permits, building permits, sewer and water connection permits, utility connections, and/or certificates of occupancy (“**Subsequent Approvals**”). The conditions, terms, restrictions, and requirements associated with any Subsequent Approval shall be consistent with the Existing Standards except as otherwise specified in the Project Entitlements. City shall in good faith review, consider, and make a final determination on any application from Developer for a Subsequent Approval, and so long as Developer is not then in breach of this Agreement, City shall not unreasonably deny or delay any Subsequent Approvals that are consistent with the Project Entitlements and Existing Standards.

D. Minor Changes to Project. Upon written application of Developer to City, minor modifications and changes to the Project Entitlements may be approved by the Director of Community and Economic Development pursuant to the interdepartmental review process set forth in of Section 19.128.100 of the Zoning Code, as such minor changes are defined in 19.128.100.B. (“**Minor Changes**”). Minor Changes shall not be deemed to be an amendment to this Agreement for purposes of Government Code Section 65868.

E. Major Changes to Project. Any changes or modification to the Project other than Minor Changes shall require an amendment to this Agreement in the manner specified by Government Code Section 65868.

F. Changes in Applicable Rules.

1) Non-Application of Changes in Applicable Rules. The adoption of any subsequent applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date, or any change in, or addition to, the Existing Standards that would, absent this Agreement, be applicable to the Property and that conflicts in any way with or is more restrictive than the Existing Standards shall not be applied to the Property during the Term of this Agreement, unless such changes represent an exercise of the City’s Reserved Powers and do not materially interfere with Developer’s use of the Property.

2) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, the Property shall be subject to changes occurring from time to time in the provisions of the City’s building, fire, seismic, mechanical, plumbing electrical, or similar health and safety regulations which become applicable within the City’s jurisdiction, including, but not limited to, the California Building Code and other similar or related uniform codes.

3) Changes Mandated by Federal or California Law. Changes or additions to the Applicable Rules after the Effective Date shall apply to the Property if and to the extent mandated by the applicable California or federal law or regulations to be applied. If either Party believes that such a change or addition exists, then the applicable Party shall provide the other with a copy of such law or regulation and a statement of the nature of the change and any responsive action required. In the event any such changes in law or regulation prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes. In the event that the application to the Project of any of the City’s Reserved Powers, or any change in California or federal law or regulation, materially impact the financial viability of the Project as demonstrated by Developer based upon a showing of substantial evidence, then City and Developer agree to meet and negotiate potential modifications or revisions to this Agreement provided that any amendment (other than a Minor Change) or cancelation of this Agreement shall require compliance with Government Code Section 65868.

4) Future Discretionary Approvals. City shall not require Developer obtain any entitlements, approvals or permits for the Project other than those permits or approvals that are required by the Existing Standards or Reserved Powers. However, any application by Developer for a Minor Change, Major Change, or other change to uses, intensity, density, or building height,

or decreases the lot area, setbacks, yards, parking or other development standards permitted on the Property by the Project Entitlements, shall be subject to the rules, regulations, ordinances and official policies of City in effect at the time of Developer's application.

5) Future Consistent Enactments. City may apply any and all new ordinances, rules, or laws and regulations adopted after the Effective Date to the Property so long as such new ordinances, rules and regulations apply jurisdiction-wide and do not conflict with the Existing Standards or Project Entitlements.

G. Project Development Schedule.

1) Construction and Opening. With the exception for Permitted Delays, Developer shall commence and pursue with reasonable diligence and without interruption the completed construction of the Project in accordance with the Schedule of Performance. Notwithstanding the foregoing, the Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project will be developed. Developer may, in Developer's sole discretion, build the Project in phases, provided doing so is consistent with the Project Entitlements. Decisions about the timing and phasing of construction depend upon numerous factors not all of which are within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative to restrict the timing of development and control the Parties' agreement, Developer and City acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the Schedule of Performance and any restrictions that may exist in the Project Entitlements. Developer shall use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to promptly commence and timely complete construction of the Project.

2) Permitted Delays. Neither Party shall be deemed in default and performance shall be excused where delays or defaults are caused unavoidably and beyond the reasonable control of the Party seeking the delay by a Force Majeure event. An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer. Developer's inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for a permitted delay.

3) Expiration of Developer's Vested Rights. This Agreement and Developer's vested right to proceed with construction and operation of the Project on the Property in accordance with this Agreement shall expire if, subject to Permitted Delays: (a) construction of the Project is not commenced by the deadline established in the Schedule of Performance, or

within six (6) months of the issuance of building permits, whichever last occurs; or (b) if construction is commenced but the building permits authorizing such construction work expire before a final certificate of occupancy is issued for all buildings comprising the Project.

H. Access During Construction. For the purposes of assuring compliance with this Agreement during construction, representatives of City shall have the reasonable right of access to the Property. To ensure safety, the City Representative shall request approval for such access with at least twenty-four (24) hours' notice to Developer, and Developer's approval shall not be unreasonably delayed, conditioned, or withheld. The right of access described in this subsection shall expire upon the Certificate of Occupancy. The rights of access described in this subsection are in addition to any rights or remedies specified in general laws that City may possess as a governmental or law enforcement agency.

I. Permitted Use of the Property. The uses allowed on the Property, as well as the density and intensity of such uses, the maximum height and size of proposed buildings, and other terms and conditions applicable to the Property shall be those set forth in the Project Entitlements, subject to the terms and conditions of the Reciprocal Easement and Maintenance Agreement.

J. Quality and Character of Project. Developer shall construct, and complete the Project (including all structures, improvements, landscaping, hardscape, signage, and site amenities) to a standard consistent with a first-class tourist attraction and entertainment destination, using new materials, commercially standard workmanship, and finishes appropriate to a regionally significant visitor-serving facility offering similar services or uses. All exterior and interior materials, finishes, colors, and textures used in the Project shall be of a quality consistent with or superior to those used in comparable first-class entertainment destinations offering similar services or uses. The Developer shall use durable, high-quality finish materials including, but not limited to, masonry, stone, architectural concrete, painted or textured stucco, wood, metal, or glass where visible from public areas, and to the extent commercially reasonable in the Developer's opinion, shall avoid the use of materials that are prone to rapid deterioration, fading, or visual degradation under normal Southern California environmental conditions. The Project shall be constructed in a manner consistent with and in furtherance of the goals of the City of Buena Park Entertainment Corridor Specific Plan (ECSP), which envisions the area as a premier tourist and entertainment destination. In furtherance of that vision, the Developer acknowledges that the City's intent in approving this Agreement is to ensure that the Project complements and enhances the character of the surrounding entertainment corridor, and that the overall quality of design, materials, and public-facing finishes shall be consistent with a destination of regional and national significance. Provided the Developer completes the Project in accordance with the Plans approved by the City, Developer shall be deemed to be in compliance with such requirements.

K. Maintenance and Operation of the Property. At all times during the Term, Developer shall own, manage, and maintain the Property in accordance with all applicable local, state and federal laws and regulations, except to the extent the Property is exempt by way of this Agreement. Developer shall not engage or permit any activities or conditions to exist on the Property that are materially detrimental to the subject property or surrounding properties or which would constitute a public nuisance as defined with reference to local or state law. Throughout the term of this Agreement, Developer (or its successor or assignee) shall maintain the Project, all structures,

improvements, landscaping, hardscape, and site amenities in a clean, safe, and well-maintained condition consistent with the standard of a first-class tourist and entertainment facility. Maintenance obligations shall include, without limitation: All building exteriors, facades, roofing, and structural elements shall be maintained free from visible deterioration, peeling paint, cracking finishes, damaged cladding, rust, or other conditions inconsistent with the first-class standard described in Section J above, subject to standard wear and tear, all signs and lighting fixtures shall be maintained in good working order and consistent with the approved sign program. Inoperable or visibly damaged signage shall be repaired or replaced promptly following the discovery or notice, all landscaping shall be maintained in a healthy, well-irrigated, and aesthetically pleasing condition, subject to applicable weather conditions which are outside the control of Developer. All hardscape, paving, walkways, and enhanced paving features shall be kept in good repair and free of cracking, chipping, fading, or deterioration inconsistent with the first-class standard, subject standard wear and tear, all guest-accessible interior areas, including themed environments, finishes, fixtures, and furnishings, shall be maintained at a quality level consistent with a first-class entertainment attraction, subject standard wear and tear.

L. Taxes and Assessments; Liens. Developer shall pay or cause to be paid when due all real estate taxes and assessments associated with the Property. Developer shall not default of any recorded encumbrance or lien that is secured by the Property, including but not limited to any mortgage, trust deed, tax lien, contractor lien, or other similar recorded instrument, and shall promptly remove or duly satisfy any such recorded lien within a reasonable time but in all instances prior to a sale thereunder. Notwithstanding the foregoing, Developer may in good faith contest the validity or grant of any recorded lien or tax assessment, provided that notice of such intent to contest is provided to the City and any payment due shall be made immediately upon final resolution of any such contest or as may otherwise be required by law.

M. Obligation to Refrain from Discrimination. Developer 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, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, transfer, use, occupancy, tenure or enjoyment of the Property, and Developer (itself and any person claiming under or through Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of vendors of the Project or any portion thereof.

N. Costs of Entitlements and Development. Developer agrees that all costs, expenses, and fees associated with ownership of the Property, and design, development, construction, and operation of the Project, shall be borne by Developer.

7. **Cooperation by the Parties.** The Parties, and each of them, agrees that the Property is permitted and restricted to the uses, intensity of use and density that are permitted by the Project Entitlements. Neither Party will unreasonably delay, withhold or unreasonably condition any future discretionary action or approval which may be necessary in order for the Project to proceed, provided that the other Party reasonably and satisfactorily complies with all preliminary procedures, actions, payments of fees, and criteria generally required of developers in the City of by this Agreement. City further agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental

agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer, provided such costs shall be commercially reasonable and Developer shall be informed of such expenses prior to the City incurring such costs.

8. Review of Developer's Compliance.

A. Annual Reviews. During the Term of this Agreement and upon at least sixty (60) days' prior written notice, City may conduct annual reviews in accordance with this section to determine whether Developer is acting in good faith compliance with the provisions of this Agreement pursuant to Government Code Section 65865.1.

B. Special Reviews. In addition, upon at least thirty (30) days' prior written notice, the City Council may order a special periodic review in accordance with this section to determine Developer's compliance with this Agreement at any time if it believes, on basis of substantial evidence presented to it, that Developer may be in material default of this Agreement.

C. Developer Participation. Developer, at no cost to the Developer, covenants and agrees to cooperate in good faith with the City in connection with any annual or special review, including without limitation by responding to inquiries with reasonable diligent and providing access to documents, records, or other information reasonably necessary for the City to meaningfully evaluate Developer's compliance with this Agreement.

D. Costs of Reviews. The costs and expenses incurred by the Parties in completing or participating in any review shall be borne by the Party incurring the cost. Notwithstanding the foregoing, if any such annual or special review by the City demonstrates, with reference to documentary or other verifiable evidence, that Developer is in material default under the provisions of this Agreement, and Developer fails to remedy or cure the default in the manner described in subsection F. of this section, then Developer shall reimburse the City for reasonable documented costs incurred in conducting the review, provided such shall not be done by a third-party being compensated on a contingency basis and provided such expense shall not exceed \$5,000.00.

E. Procedure for Review. The City Manager, or his or her designee, will conduct the reviews contemplated by this section to ascertain whether Developer has developed, used, and maintained the Property in good faith compliance with this Agreement during the period of time covered by the review. The City Manager shall give Developer written notice that any such review has commenced, and Developer shall have at least thirty (30) days after Developer's receipt of such notice to provide such information as Developer deems reasonably necessary for City to complete such review. In addition, Developer shall furnish such other documents or information as may be reasonably requested by the City Manager.

F. Result of Review.

1) Compliance. After completing a review, the City Manager will issue to Developer an executed certificate of compliance covering the period of such review, unless the City finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of the Agreement.

2) Noncompliance. If, following such a review, City Representative finds and determines, on the basis of documentary or other verifiable evidence, that Developer has not complied in good faith with the terms and conditions of the Agreement, the City Manager shall provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement. If Developer fails to cure the non-compliance within 120 days after receipt of such written notice (or such longer commercially reasonable period provided that Developer has commenced the cure and diligently pursues such cure) pursuant to the terms of this Agreement, the City Manager shall notify the Planning Commission, which may recommend to City Council that the Agreement be modified or terminated pursuant to the terms hereof. Developer shall have the ability to dispute any such claim of non-compliance or failure to cure at a public hearing prior to such termination.

3) Effect on Default Procedures. Nothing in this Section 8 is intended or shall be interpreted to supersede, replace, or prevent City or Developer from pursuant the notice and default procedures of Section 15 hereinbelow, which are in addition to and independent of the review, default, and cure procedures specified in this section.

9. Rights of Lenders Under this Agreement.

A. Lenders' Rights. Should Developer place or cause to be placed any encumbrance or lien on the Property ("**Deed of Trust**"), or any part thereof, the City acknowledges the beneficiary ("**Lender**") of said Deed of Trust shall have the right at any time during the term of this Agreement and the Deed of Trust to:

1) Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

2) Realize on the security afforded by the Deed of Trust by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the Deed of Trust;

3) Transfer, convey or assign the title of Developer to the Property to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a Deed of Trust; and

4) Acquire and succeed to the interest of Developer in the Property by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a Deed of Trust.

5) Should any Lender require or request an amendment of this Agreement with

respect to the rights and remedies granted to a Lender in this Section 10, City hereby agrees to execute and deliver such an amendment so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of City with respect to a default by Developer hereunder.

B. Notice to Lender. If identifiable by City with reference to a title report dated within thirty (30) days before the notice, or as otherwise made known to City by Lender's delivery of documented notice (via certified or first class mail) to City, City shall give written notice of any default or breach by Developer of this Agreement to Lender and afford Lender the opportunity after service of the notice to:

1) Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

2) Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

3) Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

C. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default by Developer of this Agreement by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

1) They are commenced within thirty (30) days after service on Lender of the notice described hereinabove;

2) The proceedings are, after having been commenced, diligently pursued in the manner required by law to completion; and

3) Lender keeps and performs all terms, covenants and conditions of this Agreement that pertain to the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

D. Estoppel. City shall from time to time, within 15 days following the receipt of a request by Developer or a Lender secured by the Property, deliver to Developer or such Lender a written statement executed by City in form and substance reasonably satisfactory to Developer and such Lender, (i) stating that this Agreement is in full force and effect and has not been modified or

10. Notices. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Developer: Buena Park Boardwalk, LLC
9500 E Via de Ventura, Suite E100
Scottsdale, AZ 85256
Attn: Adi Knishinsky

DEVELOPMENT AGREEMENT NO. DA25-1
Page 13 of 20

13. Indemnification. For and in consideration for the rights and privileges granted hereunder, Developer shall, defend, indemnify and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees (“**Indemnitees**”) harmless from all liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities under California or federal law for damages caused or alleged to have been caused by reason of or arising from Developer's performance of or exercise of rights arising under this Agreement, or which arise from the direct or indirect actions or inactions of Developer or of Developer's contractors, agents, employees or other authorized representatives of Developer. This defense and indemnity obligation includes payment of reasonable attorney's fees and costs of litigation, including but not limited to expert costs and witness fees. City shall have the right to select counsel of its reasonable choice. The Parties hereby agree to cooperate in defending such action. City will not voluntarily assist in any third-party challenge or take any position adverse to the Developer in connection with such third-party challenge. Notwithstanding the foregoing, Developer shall not be liable for, and shall not indemnify any Indemnitee(s) from any liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and liabilities for damages to the extent caused by the intentional misconduct or gross negligence of such Indemnitee(s).

14. Termination and Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

15. Enforcement. In the event of a default under the provisions of this Agreement by Developer or City, the non-defaulting party shall give written notice to defaulting party (or its successor) by registered or certified mail addressed at the address stated in this Agreement. If such violation is not corrected to the reasonable satisfaction of the non-defaulting party within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by the defaulting party), then the non-defaulting party may, without further notice, declare a default under this Agreement and, upon any such declaration of default, the non-defaulting party may bring any action necessary to specifically enforce the obligations of the defaulting party growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by the defaulting party of any provision of this Agreement, or apply for such other relief as may be appropriate. Before sending a notice of default in accordance with this, the party asserting that the other party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than thirty (30) days, to respond to or cure such alleged failure.

A. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

1) If a material warranty, representation or statement is made or furnished by Developer to City and is intentionally false or proved to have been false in any material respect when it was made;

2) If a finding and determination is made by City following an annual or special review, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in this Section 15 above; or

3) A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Section 15 above.

B. No Waiver of Remedies. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. With the exception of Permitted Delays, nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. Subject to the limitations expressly set forth in this Agreement, all remedies at law or in equity which are not otherwise provided for in this Agreement are available to the Parties to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

C. City Not Liable For Damages. Under no circumstances shall City be liable in damages to the Developer, or to any assignee, transferee or any other person, unless caused by the intentional misconduct (including a knowing violation of applicable law) or gross negligence of City. Otherwise, the Parties agree that in the event of a breach of this Agreement, each of the Parties hereto may pursue the following: (a) specific performance; (b) suits for declaratory or injunctive relief; (c) suits for mandamus or special writs; or (d) cancellation of this Agreement. The Parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of citizen initiative and referendum, this Agreement shall be modified or suspended to the extent required by California Government Code Section 65869.5 and the Developer's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Developer's principal remedy shall lie in reformation of this Agreement.

16. Compliance with Local, State and Federal Laws. Developer shall carry out construction and operation of the Project in conformance with all applicable federal, state, and local laws, including all applicable federal and state occupation, employment, safety, and health standards.

17. Miscellaneous Terms.

A. Attorneys' Fees. In any court proceedings arising from the enforcement or to interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the sound discretion of the court.

B. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall

inure to, the respective Parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

C. Applicable Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the Superior Court of the County of Orange, California.

D. Partial Invalidity. If any provisions of this Agreement is to be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court.

E. Recordation; Release upon Termination. This Agreement shall be deposited into the escrow established by the Purchase Agreement thirty (30) days following adoption of the Ordinance, and as instructed in the Purchase Agreement shall be recorded on the Property at the closing of said escrow as a condition precedent to the closing. Upon the expiration or termination of the terms of this Agreement, upon the request of the Developer, City will execute and deliver to Developer, in recordable form, an instrument confirming that the provisions of this Agreement have expired.

F. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

G. Integrated Agreement. This Agreement consists of this Agreement together with all Exhibits attached hereto, and referenced documents, and all of the same are hereby incorporated herein by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits or incorporated documents, or in any other agreement between the parties. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

H. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof in which time is a factor. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday in the locality (State of California, City of Buena Park) where the Property is located.

I. Costs and Expenses in Preparing Agreement. Each Party shall be responsible for payment of its costs, including but not limited to attorney's fees, with respect to negotiation and preparation of this Agreement.

J. Counterparts. This Agreement may be executed in multiple counterparts and delivered as originals, each of which shall be deemed an original, but all of which, together, shall constitute

one and the same instrument.

K. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

L. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties and, to the extent this Agreement constitutes escrow instructions, the Title Company.

M. Exhibits and Related Documents. The Exhibits attached hereto and specific portions of the Purchase Agreement, and the Reciprocal Easement and Maintenance Agreement, are hereby incorporated herein by this reference.

N. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

O. Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

P. Authorized Signatories. The Parties warrant and represent to each other that each Party has caused this Agreement to be executed by and through their duly authorized representatives set forth below.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Agreement Date set forth hereinabove.

CITY OF BUENA PARK,

a Municipal Corporation

Dated: _____

By: _____
Mayor

ATTEST: _____
Adria M. Vicuna, City
Clerk City of Buena Park

Approved as
to form:

City Attorney

By: Buena Park Boardwalk, LLC
(Developer)

Dated: _____

By: _____

Dated: _____

By: _____

Exhibit A
Property Legal Description

PARCEL 1: (APN 136-203-40):

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 449.50 FEET OF THE SOUTH 62430 FEET OF THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2.1 TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY DE-BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 2435, AS PER MAP RECORDED IN BOOK 111, PAGES 13 TO 16 INCLUSIVE OF SAID MISCELLANEOUS MAPS.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED DECEMBER 26, 1997 AS INSTRUMENT NO. 97-664764 OF OFFICIAL RECORDS.

PARCEL 2: (APN'S: 136-211-57 AND 136-211-64):

THE SOUTH 175 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

Exhibit B
Development Plans

RESOLUTION NO. ____
VARIANCE NO. V-25-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A VARIANCE TO REDUCE THE MINIMUM LANDSCAPE SETBACK IN THE ENTERTAINMENT CORRIDOR SPECIFIC PLAN (ECSP) FOR THE DEVELOPMENT OF AN AQUARIUM, BUTTERFLY EXHIBIT AND ASSOCIATED ONSITE IMPROVEMENTS ON PROPERTY LOCATED AT 7711-7733 BEACH BOULEVARD (APNS: 136-203-40, 136-211-64 AND 136-211-57), AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) Buena Park Boardwalk, LLC, 9500 E. Via de Ventura, Suite E100, Scottsdale, AZ 85256 ("BP Boardwalk" or "Applicant") has filed planning applications to develop real property located at 7711-7733 Beach Boulevard ("Site") with an Aquarium (including eatery) at approximately 75,000 square feet, a Butterfly Exhibit and Conservatory (including eatery) at approximately 45,000 square feet and other commercial spaces at approximately 5,500 square feet. Site Improvements include new parking lot, landscaping, utility connections and street frontage improvements (sidewalk, driveways, curb and gutter) ("Project"). BP Boardwalk has submitted the necessary applications for a Development Agreement (DA25-1) and Variance (V-25-1).

(ii) On May 27, 2026, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to adopting a Resolution recommending that the City Council adopt a Resolution approving a variance for a reduction in landscape setback.

(iii) The City has reviewed and analyzed the potential environmental impacts of the Project as required by the California Environmental Quality Act (CEQA), and after considering all evidence presented during the public hearing, the Planning Commission has determined that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183.

(iv) The City Council has reviewed and considered all components of the proposed Variance No. V-25-1 and concluded its public hearing prior to adoption of this Resolution.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, does hereby find, determine and resolve as follows:

1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. Based upon substantial evidence presented to the City Council during the above-referenced public hearing, including written staff report, verbal testimony, and the

Variance No. 25-1 Development Plans stamped "RECEIVED JULY 2, 2026 PLANNING DIV.," this City Council hereby specifically finds, determines, and resolves as follows:

- a. **FINDING:** There are special circumstances applicable to the subject property such as size, shape, topography, location, or surroundings which result in the strict application of the requirements of this Title depriving the property of privileges enjoyed by other properties in the same zone and vicinity.

FACT: There are special circumstances present in that the subject property includes an existing landscape planter along the western property line which contains approximately 75 mature cypress trees which provide the required screening and visual buffer intended in the Entertainment Corridor Specific Plan landscape setback requirement, however the width of the existing landscape setback is less than the amount required in the ECSP. The removal of the mature trees in order to expand the landscape setback would be contrary to the intent of the requirement and, as a result, the strict adherence to the BPMC will deprive the property and adjacent properties from the screening that currently exists at the site.

- b. **FINDING:** The variance will not grant special privileges to the subject property not enjoyed by other properties in the same zone and vicinity.

FACT: The reduction in landscape setback along the western property line does grant special privileges to the subject property as there are other developed properties within the Entertainment Corridor which do not meet the minimum landscape setback for properties adjacent to residential zones.

- c. **FINDING:** The variance will not produce results detrimental to the public health, safety, or welfare and will not be injurious to other property in the vicinity.

FACT: The purpose and intent of the ten-foot landscape setback adjacent to residentially zoned properties is to ensure that there is sufficient width for the planting of trees and other screening to provide a buffer between the commercial and residential uses. The existing mature cypress trees create a nearly fully opaque green screen for the residential properties along the western property line. The granting of a variance for a reduction in landscape setback in order to preserve these trees will not be detrimental to the health, safety or welfare and will not be injurious to other nearby properties.

- d. **FINDING:** The variance will not be contrary to the objectives of the general plan, any applicable specific plan, or the intent of this Title.

FACT: The proposed project will implement multiple goals and policies as envisioned in the Tourist-Entertainment General Plan Land Use designation and complies with the permitted uses and development standards in the Entertainment Corridor Specific Plan. The proposed project also meets several goals and policies within the City's Economic Development Element of the General Plan.

3. The City Council hereby finds and determines that the application, as identified above in this Resolution, is Exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183.

4. Based upon the findings and conclusions set forth in the above paragraphs, the City Council hereby approves Variance No. V-25-1 development plans stamped "RECEIVED JULY 2, 2026 PLANNING DIV."

5. The City Clerk shall certify the passage of this Resolution and shall cause the same to be published in the manner required by law.

PASSED AND ADOPTED this 14th day of July by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

I, Adria M. Vicuna, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the 14th day of July, 2026.

City Clerk

BUENA PARK CITY COUNCIL
AGENDA ITEM NO. 6A – EXHIBIT B

Development Plans

https://cms7.revize.com/revize/buenaparkca/Document_center/City%20Departments/Community%20development/Planning%20Division/Butterfly%20Palladium/Buena%20Park%20Boardwalk%20ENTITLEMENT%20SET%202026-07-02.pdf?t=202607071159280

**AGREEMENT FOR THE PURCHASE, SALE, AND DEVELOPMENT
OF REAL PROPERTY**

7711-7733 Beach Boulevard, Buena Park, California

Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-244-57

This AGREEMENT FOR THE PURCHASE, SALE, AND DEVELOPMENT OF REAL PROPERTY (“**Agreement**”) is dated as of July __, 2026, and entered into by and between the CITY OF BUENA PARK, a California municipal corporation (“**City**”), and BUENA PARK BOARDWALK, LLC, an Arizona limited liability company (“**Developer**”). At times herein City and Developer are individually referred to as a “**Party**” and jointly as “**Parties**.”

RECITALS

(A) City is the owner of certain real property located at 7711-7733 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-244-57), as such real property is legally described in **Exhibit “A”** hereto (the “**Property**”);

(B) The Property is located within and subject to the land use regulations prescribed in the Buena Park Entertainment Corridor Specific Plan (“**ECSP**”), and is subject to a land use covenant and restriction that requires the Property be used and developed in a manner consistent with the ECSP before any alternative use, as such covenant is set forth in that certain grant deed for the Property recorded on July 22, 2022 (Instrument No. 2022000256176 in the Official Records for the County of Orange, California, and hereinafter the “**Deed Restriction**”);

(C) City desires to dispose of the Property at fair market value for private development and use consistent with the ECSP and Deed Restriction, and Developer specializes in developing and operating entertainment attractions of the type permitted and desires to acquire the Property for that purpose;

(C) The Parties previously entered into an Exclusive Negotiating Agreement dated January 13, 2025 (as subsequently extended from time to time) pursuant to which they have investigated the feasibility and negotiated the terms and conditions by which Developer might acquire, develop, and operate the Property with mixed-use entertainment attraction; and

(D) The Parties have completed their investigations and negotiations and now desire to enter into this Agreement to memorialize the terms and conditions by which City will sell and Developer will purchase, develop, and use the Property.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. NATURE OF AGREEMENT. City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from City for development and operation of the Project thereon, subject to and on the terms and conditions set forth in this Agreement.

2. DEFINITIONS AND IDENTIFICATION OF TERMS. The capitalized words used throughout this Agreement shall have the meaning given except as the context clearly requires otherwise, including but not limited to the following:

“Additional Instructions” is defined in Section 4.A.

“City Council” means and refers to the City Council for the City of Buena Park

“Closing” means recordation in the Official Records of the Grant Deed, Development Agreement, OPA, REA, SLA Covenants, and the disbursement of funds and distribution or recording of any other documents by the Title Company as described in this Agreement.

“Confidential Information” is defined in Section 11.B.

“Construction Financing” is defined in Section 4.G(5)(e).

“Contingency Date” means the date that is 60 days after the Effective Date.

“Contingency Period” means the period of time between the Effective Date and the Contingency Date.

“Development Agreement” is defined in Section 4.G(4)(a)

“Development Costs” is defined in Section 4.G(5)(a).

“Deposit” is defined in Section 3.A.

“Effective Date” means the date on which the last of the Parties has executed this Agreement.

“Escrow” and “Escrow Agent” are defined in Section 4.B.

“Extended Policy” is defined in Section 4.G(2).

“Financing Plan” is defined in Section 4.G(5)(c).

“Grant Deed” means the form of grant deed attached in **Exhibit “B”** conveying the Property from City to Developer.

“Official Records” means the official real property records kept and maintained by the County of Orange, California.

“Outside Closing Date” is defined in Section 4.D.

“Owner Participation Agreement” or “OPA” is defined in Section 4.G(8).

“Opening” means the date City opens Escrow by depositing this Agreement with the Escrow Agent as described in Section 4.B.

“Permitted Exceptions” means the following described conditions and exceptions to title or possession:

- i. A lien to secure payment of general and special real property taxes and assessments that accrue on or after the Closing.
- ii. A lien of supplemental taxes assessed pursuant to Chapter 3.5 (commencing with Section 75) of the California Revenue and Taxation Code accruing on or after the Closing.
- iii. The Deed Restriction defined in Recital B above.
- iv. Matters affecting the condition of title created by or in accordance with this Agreement or otherwise with consent of Developer.
- v. Other exceptions to title disclosed by the Title Report that have been approved in writing by Developer prior to the end of the Contingency Period.

“Project” means and refers to a mixed-use entertainment attraction comprised of a butterfly atrium exhibit, an aquarium exhibit, and associated amenities and supporting commercial or retail establishments described in the Project Entitlements and OPA.

“Project Entitlements” is defined in Section 4.G(4).

“Purchase Note” and “Purchase Note Deed of Trust” are defined in Section 3(b).

“Purchase Price” is defined in Section 3.

“Reciprocal Easement and Maintenance Agreement” or “REA” is defined in Section 4.G(9).

“Schedule of Performance” is defined in the OPA.

“SLA Covenant” is defined in Section 4.G(3).

“Sources and Uses Summary” is defined in Section 4.G(5)(b).

“Survey” is defined in Section 4.G(2)(a).

“Termination Costs” is defined in Section 9.A.

“Title Company” is defined in Section 4.B.

“Title Policy” is defined in Section 4.G(2).

“Title Report” is defined in Section 4.G(2)(a).

3. **PURCHASE PRICE.** The purchase price to be paid by Developer to City in exchange for the Property is THREE MILLION DOLLARS (\$3,000,000.00) (the “**Purchase Price**”), which shall be paid by Developer to City in the manner specified in this Section 3. The Parties agree the Purchase Price is equal to the fair market value of the Property in its current condition as determined in an independent third-party appraisal, and no discounts, offsets, or subsidies have been provided to Developer to reduce the Purchase Price.

A. Deposit.

1) Within ten (10) days of the Effective Date, Developer shall deliver funds in cash, by cashier’s or certified check, or wire transfer, in the amount of Three Hundred Thousand Dollars (\$300,000.00) (USD) to the Title Company to be deposited in an interest-bearing account and held as an earnest money deposit pursuant to the terms of this Agreement (the “**Deposit**”), with any interest, when received, becoming part of the Deposit for purposes of this Agreement.

2) At the Closing, the Deposit shall be applied to the Purchase Price and used by Escrow to pay City’s transaction and closing costs, with any remaining amounts disbursed by the Escrow Agent to City at the Closing.

3) The Deposit shall be fully refundable to Developer on or before the expiration of the Contingency Period. In the event Developer waives contingencies in writing or does not terminate this Agreement on or prior to the expiration of the Contingency Period, the Deposit shall become immediately non-refundable to Developer except as otherwise specified in this Agreement.

B. Purchase Loan. Conditioned upon Developer satisfying or performing all conditions precedent to the Closing, City will make a loan to Developer at the Closing in the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) (the Purchase Price minus the initial Deposit) which shall be evidenced by a promissory note made by Developer in favor of City in substantially the form attached hereto as **Exhibit D**, and including the following general terms and conditions: (a) the Purchase Note shall have a term of sixty (60) months from the Closing with no charge for prepayment; (b) the principal balance shall bear simple interest at a rate of eight (8%) percent per annum until the principal is paid in full; and (c) monthly payments of principal and interest are due with any outstanding balance and accrued interest due in full on the maturity date. (“**Purchase Note**”). The Purchase Note shall be secured by a deed of trust recorded on Developer’s fee interest in the Property at the Closing that is senior to any other liens, mortgages, or encumbrances, except as may be subordinated to liens securing Construction Funds as permitted by the OPA, and with the deed of trust securing the Purchase Note including the terms and being substantially in the form attached hereto as **Exhibit E (“Purchase Note Deed of Trust”)**. Developer shall pay the balance of the Purchase Price by depositing the Purchase Note and Purchase Note Deed of Trust into Escrow prior to the Closing. The Parties intend for the loan evidenced by the Purchase Note and Purchase Note Deed of Trust to be a market rate loan as opposed to a subsidy, with the Parties having reviewed and identified market terms for debt financing, including a survey of debt financing terms available from institutional lenders to the general public, with the Parties agreeing that the terms of the Purchase Note and Purchase Note

Deed of Trust are representative of those available on the open market for substantially similar transactions.

C. Cash to Close. Following the Escrow Agent's receipt of all approvals and deliverables required for the Closing, Developer shall deposit with Escrow Agent, in cash, by certified check or by wire transfer of immediately available funds, any additional funds needed to pay closing pro-rations, adjustments, and/or other transaction costs allocated to Developer by this Agreement. City's transaction and closing costs shall be paid from the Deposit to the extent such costs do not exceed the amount of the Deposit, and shall otherwise be paid by City at Closing by cash, by certified check or by wire transfer of immediately available funds.

4. **ESCROW AND CONDITIONS TO CLOSING.**

A. Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of the Parties for conveyance of the Property by City to Developer. The Parties shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions of Title Company or other instruments as may be reasonably required by Title Company in order to consummate the transaction contemplated by this Agreement ("**Additional Instructions**"); provided that any conflict between the Additional Instructions and this Agreement must first be approved in writing by the Parties.

B. Opening of Escrow. Within five (5) business days of the Effective Date, City shall open an escrow ("**Escrow**") with First American Title Insurance Company ("**Title Company**," 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612; Title Officer: Jeanne Gould, Senior Escrow Officer/Escrow Branch Manager (jagould@firstam.com) ("**Escrow Agent**").

C. Close of Escrow. The Closing shall be conditioned on and occur no sooner than: (i) the date on which all of the conditions precedent to the Closing set forth in Section 4.G. of this Agreement have been satisfied to the mutual satisfaction of each Party or otherwise waived by them; and (ii) no sooner than two (2) days following each Party's satisfaction or waiver of the following conditions precedent:

1) *City Escrow Deliverables*. City shall have: (a) taken all actions and delivered all documents necessary and appropriate to enable Title Company to issue the Title Policy to Developer subject only to the Permitted Exceptions; and (b) delivered to Escrow the following documents, which may be counterparts, in recordable form as necessary: (i) an original of the Grant Deed executed by City and accompanied by a notary acknowledgement; and (ii) an owner's affidavit in form and substance acceptable to the Title Company, if required.

2) *Developer Escrow Deliverables*. Developer shall have: (a) paid the Deposit into Escrow; and (b) delivered to Escrow an original of the Purchase Note Deed of Trust executed by Developer and accompanied by a notary acknowledgement

3) *Joint Escrow Deliverables*. Each Party (*i.e.* both Parties) shall have: (a) delivered to Escrow the following documents, which may be counterparts, in recordable form as necessary: (i) the Purchase Note, accompanied by a notary acknowledgment; (ii) the Development Agreement,

accompanied by a notary acknowledgement, (iii) the Owner's Participation Agreement, accompanied by a notary acknowledgement; (iv) the REA, accompanied by a notary acknowledgement; (v) the Purchase Price Note, accompanied by a notary acknowledgement; and (vi) the SLA Covenant, accompanied by a notary acknowledgement; (b) completed all of their obligations under this Agreement that are required to be completed prior to the Closing; and (c) delivered such other documents and funds required of it under this Agreement or reasonably required by Title Company to facilitate the Closing.

4) *Validity of Party Representations.* All representations and warranties of each Party that were true as of the Effective Date shall be and remain true as of the Closing and shall otherwise continue for the time periods set forth in this Agreement.

D. Outside Closing Date. Unless extended by the prior mutual written agreement of the Parties, the Closing shall occur no later than 11:59 p.m. on the date that is 365 days after the Effective Date, after which date either Party may terminate this Agreement for convenience pursuant to Section 9.A ("**Outside Closing Date**"). The Parties may mutually agree to extend the Outside Closing prior thereto by executing Additional Instructions or amending this Agreement.

E. Costs of Escrow.

1) City shall pay through Escrow: (i) that portion of the Title Policy premium for standard ALTA owner's coverage, (ii) all documentary transfer taxes assessed by the County of Orange and the City (except as City may be exempt from payment as a governmental entity), and (iii) one-half (½) of the Title Company's fee. In addition, City shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by City for this transaction.

2) Developer shall pay through Escrow: (i) the balance of the Title Policy premium (including the premium for the ALTA extended coverage and any title endorsements requested by Developer), (ii) all document recording charges, including recording charges for the Grant Deed, (iii) one-half (½) of the Title Company's fee, and (iv) all charges for the ALTA Survey. In addition, Developer shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by Developer for this transaction.

3) All other recording, closing or Escrow costs shall be divided equally (50/50) between the Parties. Title Company shall provide a preliminary closing statement to the Parties prior to the Closing.

F. Tax Prorations. City shall be liable for and shall pay in full all real property taxes and assessments levied on or incurred by the Property prior to the Closing, provided that City is a local government agency that is exempt from real property taxes and accordingly the Parties anticipate that no such taxes are or will be due or owing. Developer shall be solely and exclusively responsible for any real property taxes or assessments levied on the Property after the Closing.

G. Conditions Precedent to the Closing.

1) Property Due Diligence

a) Contingency Period. As a condition precedent to the Closing that, on or before the Contingency Date, Developer shall have determined, at its sole discretion, that the Property is suitable for Developer's intended purpose. City shall deliver copies of all non-privileged documents in City's possession relating to the Property to Developer within ten (10) business days after the Opening. If Developer determines the Property is not suitable, on or before the Contingency Date Developer may terminate this Agreement for convenience pursuant to Section 9.A. Developer's failure to object during the Contingency Period shall be deemed an acceptance of the Property's condition by Developer.

b) Inspections, Testing and Right of Entry. At any time during the Contingency Period Developer may enter and conduct, at Developer's sole discretion and expense, such inspections and testing of the Property as Developer may desire or deem appropriate to determine the suitability of the Property, and after the Contingency Date for preconstruction planning, surveying, or similar purposes relating to the Project. In conducting such activities Developer shall endeavor to minimize damage to the Property and any improvements, and in the event Escrow fails to close shall return the Property and any improvements to its condition prior to Developer's activities; reasonable wear and tear excepted. City grants Developer and its authorized employees, representatives, and agents permission to enter the Property during permitted construction hours for such purpose. City shall make reasonable arrangements to ensure access by Developer pursuant to this section. Developer shall indemnify, protect, defend (with legal counsel reasonably acceptable to City) and hold City harmless from and against any and all claims, liabilities, damages, costs and expenses arising from, related to or caused by, Developer's entry upon the Property or the performance of any activities on the Property under this subsection. Before entering exercising rights under this subsection, Developer shall provide City with evidence of insurance of the types, amounts, and with the terms reasonably acceptable to City.

2) Title Matters. It is a condition precedent to the Closing that Title Company be committed to issue Developer at the Closing a standard CLTA owner's policy of title insurance ("**Title Policy**") in an amount equal to the Purchase Price, showing fee title to the Property subject only to the Permitted Exceptions. Title Company will issue the Title Policy to Developer upon Closing. Developer may instead elect to obtain an extended coverage ALTA owner's policy of title insurance ("**Extended Policy**") provided that: (1) Developer pays for all additional premiums and any other costs attributable thereto, (2) Developer is solely responsible for any additional requirements for issuing the Extended Policy (such as an ALTA survey), and (3) issuance of the Extended Policy does not delay the Closing.

a) Title Report, Review and Approval. Within fifteen (15) days of the Effective Date, City shall obtain and shall provide Developer with a preliminary title report for the Property from the Title Company, together with the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "**Title Report**"). Developer shall have until the end of the Contingency Period to review and approve the Title Report and any ALTA survey ("**Survey**"). Developer shall notify City in writing on or before the Contingency Date of any disapproved matters in the Title Report and Survey. Any matters not so disapproved shall be a Permitted Exception; provided that Developer expressly objects to any monetary encumbrances

that may appear in the Title Report, all of which shall be removed prior to Closing by City at no cost to Developer. If City fails to remove any monetary exceptions or obtain affirmative title insurance protection for such exceptions to Developer's satisfaction within twenty (20) day's receipt of written notice from Developer, then Developer may proceed with the Closing and advance the cost of removing or satisfying the exception and deduct the cost from the Purchase Price, or alternatively terminate this Agreement for convenience pursuant to Section 9.A with City paying all Termination Costs.

b) Updates Before Closing. If any endorsement or update issued to the Title Report or Survey contains new exceptions other than those initially listed, Developer shall be entitled to object to any such exceptions by a written notice to City within twenty (20) days following Developer's receipt of such endorsement or update. If Developer fails to object on or before such date, Developer shall be deemed to have waived any objection to the new exceptions appearing on such endorsement or update and they shall be deemed to be Permitted Exceptions. If City fails to remove any new exceptions or obtain affirmative title insurance protection for such exceptions to Developer's satisfaction within twenty (20) day's receipt of written notice from Developer, then Developer may proceed with the Closing and advance the cost of removing or satisfying the exception and deduct the cost from the Purchase Price, or alternatively terminate this Agreement for convenience pursuant to Section 9.A with City paying all Termination Costs.

3) Surplus Land Act Compliance. It is a condition precedent to the Closing that City comply with the requirements of the California Surplus Lands Act (Gov't Code § 54220 *et seq.*, the "SLA") before disposing of the Property to Developer, as compliance is determined in the sole and absolute discretion of City. Within ten (10) days of the Opening, City shall provide the California Department of Housing and Community Development ("HCD") with notice of this Agreement in the manner and form required by law. If, prior to the Closing, HCD issues a determination the transaction contemplated by this Agreement violates the SLA, the Parties will cooperate in good faith in efforts to remedy or correct the grounds for HCD's determination prior to proceeding with this Agreement, or either Party may elect to terminate this Agreement for convenience pursuant to Section 9.A with the Party electing to terminate paying all Termination Costs. As required by Government Code section 54233, a covenant or restriction in the form set forth in **Exhibit E**, or as otherwise directed or accepted by HCD, shall be recorded on the Property at the Closing ("**SLA Covenant**").

4) Project Entitlements. City's issuance of the Project Entitlements (defined below) in a form acceptable to Developer is a condition precedent to the Closing. If this condition is not satisfied on or before the Outside Closing Date, either Party may elect to terminate this Agreement pursuant to Section 9.A with the Party electing to terminate paying all Termination Costs.

a) Identification. Developer's construction and operation of the Project on the Property requires the following land use approvals from City, acting in its governmental and regulatory capacity (cumulatively the "**Project Entitlements**"): (1) the Buena Park Entertainment Corridor Specific Plan requires that City and Developer enter into a development agreement pursuant to California Government Code section 65865 *et. seq.* ("**Development Agreement**"); (2) a variance under Section 19.132.010 of the Buena Park Zoning Code to deviate from certain development standards pertaining to the Project; and (3) City's analysis of the potential

environmental impacts of the Project as the “lead agency” under the California Environmental Quality Act (“CEQA”).

b) Application and Consideration. With City’s consent Developer has heretofore submitted applications for the Project Entitlements to City. City covenants and agrees to promptly and in good faith, acting in its governmental and regulatory capacity, review Developer’s applications and exercise lawful discretion to render a final decision to approve, conditionally approve, or deny the Project Entitlements.

c) Vesting of Entitlements. The Closing shall be conditioned on City making a final decision under subsection (b) above to approve the Project Entitlements, and the Closing shall occur not sooner than the date upon which the Project Entitlements are exempt from challenge under Section 1094.6 of the California Code of Civil Procedure (i.e. the 90th day following the date the Project Entitlements are approved).

d) Cost of Entitlements. Developer shall obtain and pay all application, permit, inspection, development impact, processing, or other fees or costs related to the Project Entitlements or Project that are typically required or charged by City, in its governmental or regulatory capacity, or by other governmental entity with jurisdiction over the Property. All such requirements, fees and costs shall be based on the published or applicable fees as of the date of the application for the permit or entitlement.

e) Limitation of Remedies. The Parties’ right to terminate this Agreement pursuant to Section 9(A) shall be the sole and exclusive remedy should City lawfully condition or deny Developer’s application for the Project Entitlements, or if Developer declines to accept the final form of Project Entitlements approved by City.

5) Project Financing. Developer shall secure all equity, capital, debt, and/or other financing that is necessary to pay any and all Development Costs. The requirements of this subsection shall be satisfied to the reasonable satisfaction of both Parties prior to the Closing.

a) Financing Plan. Prior to the Closing Developer shall submit a financing plan for City’s review demonstrating the sufficiency and availability of all funds necessary to develop the Project following the Closing in the amount and at the time due (“**Development Costs**”), and including the following information (“**Financing Plan**”):

i. A line-item description of all Development Costs (including all direct, indirect, and financing costs) for construction and/or development of the Project.

ii. A sources and uses summary that lists all capital, debt, or other financial sources that will be used by Developer to pay Development Costs; and a copy of funding commitments to Developer for financial sources listed.

iv. A description of any joint ventures, partnerships or conveyances Developer proposes in connection with equity funds or other financing listed by Developer.

v. A certified financial statement (or alternative equivalent reasonably satisfactory to City) evidencing sources of capital listed in the Financing Plan or demonstrating that Developer has adequate funds available and has unconditionally committed such funds to cover the difference, if any, between the funds or capital provided by third-party or external financing sources listed in the Financing Plan and total Development Costs.

vi. A certification by Developer that the information and supporting documentation included in the Financing Plan are accurate, true and correct.

d) City's Review of Financing Plan. City shall review and either approve or disapprove of the Financing Plan within 14 days' receipt from Developer. City's review of any commitments from external financing sources will be solely to determine viability, enforceability, amount, and consistency in terms and timing of financing with this Agreement. If the City finds and determines, in good faith and a showing of good cause, that the Financing Plan does not substantially comply with the terms or conditions of the Agreement, City may reject the Financing Plan and notify Developer in writing of the reasons therefor. Developer will thereafter resubmit a revised Financing Plan to City within 30 days after City's notification of rejection. If Developer's submission of a Financing Plan is within 14 days of the Outside Closing Date, then the Outside Closing Date will be automatically extended to accommodate the review, rejection, and resubmission process and timelines described in this subsection, as applicable.

e) Availability of Financing at Closing; Modifications. As a condition precedent to City approving the Financing Plan and authorizing the Closing, all financing sources needed to pay Development Costs of the Project (hereinafter referred to "**Construction Financing**") shall close by or be unconditionally committed to Developer prior to or simultaneously with the Closing. Developer will promptly submit any material changes to the Financing Plan, including but not limited to any material amendments or material modifications to Development Costs or financing sources, to City for review pursuant subsection (d) of this Section.

6) Project Construction Contracts. At the Closing Developer shall have in place all architectural, engineering, design, construction, material or equipment suppliers, and other contractors or contracts that are necessary complete construction of the Project ("**Construction Contracts**"). Developer shall provide verifiable documentary evidence of such Construction Contracts for City's review contemporaneously with and on the same terms and conditions as applicable to City's review of the Financing Plan in Section 4.G.5.d.

7) Building Permits. At the Closing Developer shall have completed applications for and obtained approval by City, acting in its governmental and regulatory capacity, of all permits for demolition, grading, or construction work needed to commence and complete construction of the Project ("**Project Permits**"), such that at the Closing Developer is entitled to issuance of the Project Permits from City subject only to the payment of associated permit fees.

8) Owner Participation Agreement. As a material inducement for City agreeing to sell the Property to Developer and for Developer agreeing to purchase the Property from City, the Parties have negotiated and have agreed to enter into the Owner Participation Agreement in the form attached in **Exhibit "E"** to this Agreement ("**OPA**"). Prior and as a condition to the Closing, each

Party shall each execute and deliver to Escrow a copy of the OPA and it, or a memorandum thereof, shall be recorded on the Property at the Closing. The terms and conditions of the OPA shall survive the Closing and remain in full force and effect for the duration and pursuant to the terms thereof.

9) Reciprocal Easement and Maintenance Agreement. As a material inducement for City agreeing to sell the Property to Developer and for Developer agreeing to purchase the Property from City, the Parties have negotiated and have agreed to enter into the Reciprocal Easement and Maintenance Agreement in the form attached in **Exhibit “F”** to this Agreement (“**REA**”). Prior and as a condition to the Closing, each Party shall each execute and deliver to Escrow a copy of the REA and it, or a memorandum thereof, shall be recorded on the Property at the Closing. The terms and conditions of the REA shall survive the Closing and remain in full force and effect for the duration and pursuant to the terms thereof.

H. Title Company and Escrow Agent Responsibilities. Subject to satisfaction of the conditions precedent to the Closing set forth in this Agreement, Title Company and Escrow Agent, as applicable, are authorized and instructed to:

1) Use the proceeds of the sale (the funds deposited by Developer representing the Deposit) to cause the satisfaction and removal of all exceptions to title to the Property except for the Permitted Exceptions; provided that before such payments or charges are made, Title Company shall notify City of the terms necessary to satisfy and remove such monetary liens or encumbrances, and City shall approve the disbursement of necessary funds.

2) Pay from the Deposit and charge City for any fees, charges and costs for which City is responsible under this Agreement. Before such payments or charges are made, Title Company shall notify City of the fees, charges and costs necessary to clear title and close Escrow, all of which shall be reflected on the closing statement at Closing.

3) Pay from such other funds that will be deposited into Escrow by Developer, and charge Developer for any fees, charges and costs for which Developer is responsible under this Agreement. Before such payments or charges are made, Title Company shall notify Developer of the fees, charges and costs necessary to clear title and close Escrow, all of which shall be reflected on the closing statement at Closing.

4) Record the Grant Deed, Purchase Note Deed of Trust, Development Agreement, OPA, REA, SLA Covenant, in the order of priority listed so except as otherwise agreed by the Parties, together with any other instruments delivered by the Parties through Escrow for recording; and deliver copies to the Parties of such recorded documents and the Purchase Note to the Parties following the Closing.

5) Deliver to each Party copies of all tax withholding form(s).

6) Disburse such other funds and deliver such other documents to the Parties that are entitled thereto.

7) Cause the Title Policy or Extended Policy (as defined below), as applicable, to be issued.

8) Perform and take actions directed in any agreements or escrow instructions between the Parties, if applicable, to the extent not in conflict with this Agreement or otherwise approved by the Parties.

I. Notices. All communications from Title Company and Escrow Agent to Developer or City shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between Developer and City, except as may be otherwise directed by the Parties in writing.

5. COVENANT REGARDING DEVELOPMENT AND USE OF THE PROPERTY

From and after the Closing, Developer covenants and agrees to improve, develop and use the Property in the manner described in the OPA and Project Entitlements. Developer's covenant in this regard is a material part of the consideration flowing to City for its agreement and willingness to sell the Property to Developer. From and after the Closing, Developer covenants, promises and agrees to pursue and complete development, to open and subsequently operate the Project on the Property in the manner specified in the OPA, Schedule of Performance, and Project Entitlements. Developer's covenant and commitment in this regard shall survive the Closing.

6. ENVIRONMENTAL RELEASE AND INDEMNITY.

A. Environmental Release. Developer, for itself and its successors and assigns, unconditionally releases City from and against any and all liability to Developer, both known and unknown, present and future, for Environmental Damages to Developer arising out of any violation of Environmental Requirements or the presence of Hazardous Material on, under or about the Property (the "**Environmental Release**"), except to the extent of a breach by City of its representations and warranties set forth in this Agreement. With respect to the Environmental Release, Developer, after consultant with legal counsel and with full knowledge of the consequences of its actions, waives the provisions of California Government Code Section 1542, which provides:

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

_____ Developer's Initials

B. Environmental Indemnity.

1) General. Except for a breach of City's representations or warranties under this Agreement, Developer shall defend, indemnify, and hold City harmless from and against all Environmental Damages arising from the presence of any Hazardous Materials at, in, on, or under

the Property, or migrating off the Property (including groundwater), including without limitation: (a) all claims, lawsuits, demands, obligations, investigations, damages (including but not limited to diminution in value of property and related stigma damages, lost profits and consequential damages), penalties, fines or actions by any federal, state, or local governmental agency (collectively, “**Government Claims**”) based on Developer’s or City’s failure to remediate the Property; (b) all claims, lawsuits, demands, obligations, investigations, damages (including but not limited to diminution in value of property and related stigma damages, lost profits and consequential damages), penalties, fines or actions by owners and operators of adjacent and nearby properties or any other persons (collectively, “**Third Party Claims**”); (c) all claims, lawsuits, demands, liabilities, damages, losses, or judgements for personal injury or for injury to real or personal property; all claims, lawsuits, demands, obligations, investigations, damages, penalties, fines or actions by subsequent owners and operators of the Property or any lenders providing financing with respect to the Property arising from any underlying Government Claims, Third Party Claims, or other claims under (c) above.

2) Defense of Claims. Provided that Developer accepts tender of any reasonable expense or reasonable claim by City without any reservation, Developer shall have the right, in consultation with City, to control on behalf of City any and all negotiations, settlement discussions, investigations, testing, defenses, trials, actions, proceedings, hearings, additional remediation obligations, and other resolutions with all agencies and third parties arising out of, incidental to, or in connection with Developer’s performance of Developer’s obligations under this Section. If Developer does not accept a tender of any reasonable expense or reasonable claim by City without reservation, except for a breach of City’s representation on warranties under this Agreement, City shall be entitled to engage in all such matters described in the preceding sentence on its own account, and shall be entitled to recover from Developer the costs of engaging in such matters (including reasonable consultants’ fees and reasonable attorneys’ fees), provided Developer’s denial of liability is adjudicated to be in violation of the terms hereof. Without limiting Developer’s rights as described above, Developer shall undertake reasonable consultation with City with respect to matters materially involving the Property or City.

C. Definitions. For purposes of Section 6 of this Agreement, the following terms have the meanings indicated.

1) “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorneys’ fees and disbursements and consultants’ fees, any of which are incurred at any time as a result of the existence of Hazardous Material, prior to the Closing, upon, about, beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, regardless of whether the existence of such Hazardous Material or the violation of Environmental Requirements arose prior to the present ownership or operation of the Property, and including without limitation:

a) Damages for personal injury, or injury to property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local government agency or economic use of the Property or any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder;

c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein; and

d) Diminution in the value of the Property, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Property.

2) "Environmental Requirements" means all applicable present and future statutes regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

a) All requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes, whether solid, liquid, or gaseous in nature; and

b) All requirements pertaining to the protection of the health and safety of employees or the public.

3) "Hazardous Material" means any substance:

- a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
- b) which is or becomes defined as a “hazardous waste,” “hazardous substances,” pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.*); and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*); or
- c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or
- d) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or
- e) which contains petroleum, petroleum products or other hydrocarbon substances; or
- f) which contains polychlorinated biphenyls (PCB’s), asbestos, urea formaldehyde foam insulation or radon gas.

D. Commitments Survive Closing. The waivers, releases, and obligations of the Parties in this section shall survive the Closing.

7. DEVELOPER’S ACKNOWLEDGMENT AND GENERAL RELEASE.

A. “AS-IS” Sale. Developer acknowledges and agrees it is purchasing the Property in its “AS-IS” condition, without representation or warranty, express or implied, except as set forth in this Agreement; provided, however, that the foregoing shall not relieve City from its obligations under applicable law to disclose material facts about the Property known to City.

B. Waivers and Releases. Except with respect to affirmative representations or continuing obligations set forth in this Agreement, the Grant Deed, Purchase Note Deed of Trust, Purchase Note, Development Agreement, or OPA, upon the Closing the Parties hereby waive to the maximum legal extent any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related to City’s sale of the Property or Developer’s purchase of the Property or development and operation of the Project thereon, whether known or unknown, foreseeable or unforeseeable. Each Party, on behalf of itself and its successors and assigns, hereby fully releases the other Party and each of their respective successors, agents, representatives and assigns from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of the matters covered by this section.

C. California Civil Code Section 1542. The Parties expressly desire and agree that the waivers and releases covered by this section include a waiver of the protections of Civil Code Section 1542.

Each Party hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel regarding, and represents and warrants that it is familiar with the provisions of, California Civil Code Section 1542 which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Each Party acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, each Party hereby acknowledges, represents and warrants that this Agreement and corresponding waivers and releases has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under Section 1542 or other statute or judicial decision of similar effect.

City's Initials

Developer's Initials

D. Commitments Survive Closing. The waivers, releases, and obligations of the Parties in this section shall survive the Closing.

8. REPRESENTATIONS. Neither Party is relying upon any representations or warranties other than those set out in this Agreement, and the representations and warranties set out in this Agreement constitute all of the representations and warranties of the Parties in regard to this transaction.

A. City's Representations. City represents and warrants to Developer as follows: (1) Except as otherwise disclosed by City or discovered by Developer during the Contingency Period or prior to the Effective Date hereof, there are no physical or legal facts, circumstances, problems or governmental actions known to City with respect to the Property which, if disclosed to Developer, would materially or adversely impact decisions regarding acquisition and development of the Property; (2) City has no knowledge of any violations of governmental codes, ordinances, regulations or orders with respect to the Property; (3) neither this Agreement nor anything provided to be done hereunder by City violates or shall violate any contract, agreement, or instrument to which City is a party; (4) except as otherwise disclosed to Developer, there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon City or, which to City's actual knowledge, is otherwise pending or threatened against City in which any party is making or has made a claim or defense that, if sustained, would materially and adversely affect the performance of City under this Agreement or materially and adversely interfere with the ability of City to consummate the transactions contemplated herein; and (5) each of the foregoing items (1) through (4) shall be deemed to be an on-going representation and warranty and shall survive in perpetuity. City shall advise Developer in writing within seven (7) days, if there is any change pertaining to any matters set forth or referenced in the foregoing items (1) through (4).

B. Developer's Representations. Developer represents and warrants to City as follows: (1) upon and after the Effective Date, Developer will pursue applications for Project Entitlements and the design, development, construction, and opening of the Project in accordance with the OPA; (2) Developer has duly authorized, executed and delivered this Agreement and Developer has or will authorize, execute and deliver, within the times set forth therefore in the Schedule of Performance any and all other agreements and documents required to be authorized, executed and delivered by Developer in order to carry out, give effect to and consummate the transaction contemplated by this Agreement; (3) neither this Agreement nor anything provided to be done hereunder by Developer violates or shall violate any contract, agreement, or instrument to which Developer is a party, to Developer's actual knowledge; (4) Developer has valid and enforceable franchise, licensing, intellectual property, or similar rights to develop the Project contemplated by the Agreement; (5) this Agreement is a valid and binding agreement enforceable against Developer in accordance with its terms, subject to laws relating to bankruptcy and creditor's rights and generally applicable equitable principles; (6) there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon Developer or, which to Developer's actual knowledge, is otherwise pending or threatened against Developer in which any party is making or has made a claim or defense that, if sustained, would materially and adversely affect the performance of Developer under this Agreement or materially and adversely interfere with the ability of Developer to consummate the transactions contemplated herein; (7) upon and after the Effective Date, Developer will pursue obtaining financial resources to acquire the Property and develop the Project thereon as contemplated by this Agreement, including by pursuing the raising of adequate equity, capital, debt, and/or other financing necessary to pay all Development Costs, and Developer will not proceed with the Closing unless and until it has secured commitments for such financing; (8) Developer is entering into this Agreement for the purpose of developing the Property with the Project and not for speculation in land holding or land banking; (9) Developer recognizes the fact that the qualifications, experience and identity of Developer are of particular concern to City and that it is because of such qualifications and identity that City is entering into this Agreement with Developer; and (10) each of the foregoing items (1) through (9) shall be deemed to be an on-going representation and warranty. Developer shall advise City in writing with seven (7) days if there is any change pertaining to any matters set forth or referenced in the foregoing items (1) through (9) prior to the Closing.

9. TERMINATION, DEFAULTS AND REMEDIES.

A. Termination for Convenience. Prior to the Closing, and upon thirty (30) days written notice and opportunity for the other Party to cure or perform, either Party may terminate this for convenience on the grounds specified in Sections 4(D) and 4(G). Except as provided otherwise herein, the Party electing to terminate for convenience shall pay any Title Company termination fees and charges, if any (collectively, "**Termination Costs**") and the Deposit shall be returned to Developer minus any Termination Costs due by Developer. City will pay any Termination Costs due directly to Escrow. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation to pay Termination Costs as provided herein, shall cease and terminate.

B. Termination for Breach. In the event either Party fails or refused to any obligation hereunder which it is obligated to perform prior to the Closing (other than the circumstances upon which termination for convenience is permitted under covered Section 9.A. above), and fails to cure such violation within 30 days after receipt of written notice from the other Party, then, in addition to pursuing any other rights or which the Party may have at law or in equity, including but not limited to an action in specific performance to compel compliance and proceed with the Closing, the Party may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to the defaulting Party and Title Company. In the event City elects to terminate this Agreement pursuant to the foregoing, the Deposit shall be paid to City as liquidated damages for Developer's breach and Developer shall be liable for Termination Costs which shall be paid directly by Developer into Escrow. In the event Developer elects to terminate this Agreement pursuant to the foregoing, City shall be liable Termination Costs plus the actual, verifiable and documented Development Costs incurred by Developer in furtherance of the Project prior to the effective date of termination, which shall be paid directly by City to Developer with the entire Deposit being returned by Escrow to Developer.

IF CLOSING FAILS TO OCCUR SOLELY BECAUSE OF A PARTY'S DEFAULT, AND THE NON-DEFAULTING PARTY ELECTS TO TERMINATE THIS AGREEMENT, THE NON-DEFAULTING PARTY WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN. EACH PARTY DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH THEY MIGHT BE LIABLE SHOULD IT BREACH THIS AGREEMENT. BOTH DEVELOPER AND CITY WISH TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF A PARTY FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. IF THIS AGREEMENT IS TERMINATED BECAUSE OF A PARTY'S DEFAULT, THEN THE DEPOSIT, TERMINATION COSTS, AND/OR DEVELOPMENT COSTS, EACH AS ALLOCATED ABOVE, SHALL BE DEEMED TO CONSTITUTE A REASONABLE AND FINAL ESTIMATE OF EACH PARTY'S DAMAGES AND SHALL BE RETAINED BY THE NON-DEFAULTING PARTY AS LIQUIDATED DAMAGES AS THE NON-DEFAULTING PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACHES OF THIS AGREEMENT THAT RESULT IN A FAILURE OF THE CLOSING. CITY AND DEVELOPER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO NON-DEFAULTING PARTY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THIS SECTION SHALL APPLY ONLY TO BREACHES OF THIS AGREEMENT THAT PREVENT OR RESULT IN A FAILURE OF THE CLOSING AND SHALL NOT OPERATE TO LIMIT OR OTHERWISE RESTRICT THE PARTIES' RIGHTS AND REMEDIES RELATING TO OTHER DISPUTES.

DEVELOPER'S INITIALS

CITY'S INITIALS

C. Return of Funds and Documents; Release of Liability as to Title Company. In the event Title Company terminates this Escrow as a result of having received notice, in writing, from Developer or City of its election to terminate the Escrow on grounds permitted herein, then at 5:00 p.m. on the date that is fifteen days after receipt of such notice, Title Company shall terminate the Escrow and return all funds, less Termination Costs as specified in this Agreement; unless prior to expiration of such time period the other Party provides written notice to the Title Company of its intent to dispute such termination. Any documents in the possession of the Title Company shall be returned to the Party who deposited those documents into Escrow. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

D. No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement or provided for under any applicable law, neither Party shall, in any event, be liable to the other Party, either in contract, tort or otherwise, for any consequential, incidental, indirect, special or punitive damages from such other person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the default or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other Party in advance or could have been reasonably foreseen by such other Party.

E. No Liability For Party Officials or Employees. No member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach of this Agreement or for any amount which may become due to a Party or its successor hereunder.

10. NOTICES AND DEMANDS. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different complete address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To City: City of Buena Park
Buena Park City Hall
ATTN: City Manager
6650 Beach Boulevard
Buena Park CA 90622

With Copy To: City of Buena Park
Buena Park City Hall
ATTN: City Attorney
6650 Beach Boulevard
Buena Park CA 90622

To Developer: Buena Park Boardwalk, LLC
9500 E Via de Ventura, Suite E100
Scottsdale, AZ 85256
Attn: Adi Knishinsky

11. **MISCELLANEOUS.**

A. **Environmental Clearance.** Before approving and entering into this Agreement, City analyzed the potential environmental impacts of the Project in accordance with the California Environmental Quality Act (“CEQA”), and after considering all evidence presented the City Council has determined that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183, as set forth fully in the ordinance approving the Development Agreement.

B. **Confidentiality of Developer’s Information.** The Financing Plan and other proprietary or financial information provided by Developer to City in connection with this Agreement (whether in written, graphic, electronic, or any other form) that is by its nature and substance clearly intended to be confidential or proprietary, or is otherwise clearly marked as “CONFIDENTIAL / PROPRIETARY INFORMATION” by Developer (“**Confidential Information**”), is and shall be considered by the Parties to be the proprietary and personal financial information of Developer. The Parties agree that Confidential Information is protected from disclosure to third-parties by applicable law, including but not limited to privacy rights in Cal. Const. art. I, section 1. Subject to City's legal obligations, including under the California Public Records Act, the Confidential Information shall be kept confidential and not be disclosed by City to a third-party except as may be agreed to by Developer or ordered by a court of competent jurisdiction. City’s use and disclosure of Confidential Information shall be limited to administering, ensuring compliance with, and/or enforcing the terms of this Agreement.

C. **Prohibition Against Transfer, Change in Ownership, Management and Control of Developer.** Developer’s identity, experience, and capacity to complete the Project are important to City. Developer may not assign this Agreement prior to the Closing without the City’s written consent, which will may be approved or denied in the sole and absolute discretion of City, with rights of assignment after the Closing being as specified in the OPA.

D. Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement. Developer warrants that it has not paid or given, and will not pay or give, any third person any money, campaign contribution, or other consideration for obtaining this Agreement, nor provided any gift, contribution, income, or other benefit to an official or employee of City that creates a conflict of interest under California law, except to the extent such conflict was disclosed on the record and avoided (e.g. through the non-participation of the recipient official) in the manner required by law.

E. Brokers and Sales Commissions. City has not engaged any real estate broker or agent with respect to this Agreement. If Developer does engage a real estate broker or agent in connection with marketing or soliciting interest in the Property, Developer shall be responsible for all fees, commissions, costs and expenses of any broker, and shall indemnify, protect, defend and hold harmless City and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of Developer.

F. Survival of Covenants. Except as otherwise expressly provided herein, the covenants, representations and warranties of each Party set forth in this Agreement, the Grant Deed, Purchase Note, Purchase Note Deed of Trust, Development Agreement, OPA, and REA shall survive this Agreement and the Closing and continue in full force and effect for the term so stated in the applicable agreement or instrument.

G. Required Actions of Parties. Each Party agrees to execute such instruments and documents and to diligently undertake such actions as may be reasonably required and shall use commercially reasonable efforts to effectuate the Closing in accordance with the provisions hereof.

H. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof in which time is a factor. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday in the locality (State of California, City of Buena Park) where the Property is located.

I. Counterparts. This Agreement may be executed in multiple counterparts and delivered as originals, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

J. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

K. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties and, to the extent this Agreement constitutes escrow instructions, the Title Company.

L. Exhibits and Attachments. The following exhibits attached hereto are hereby incorporated fully into this Agreement by this reference as if set out in full:

- Exhibit A – Legal Description of Property
- Exhibit B – Grant Deed
- Exhibit C – Purchase Note
- Exhibit D – Purchase Note Deed of Trust
- Exhibit E – Owner Participation Agreement
- Exhibit F – Reciprocal Easement and Maintenance Agreement
- Exhibit G – Surplus Land Act Covenant

M. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

N. Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Orange.

O. Assignment. Neither Party shall assign this Agreement to any party without the prior written consent of the other Party, except as may be permitted in the OPA.

P. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

Q. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

R. Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the

Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

S. Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to negotiation and preparation of this Agreement and processing of the escrow. However, if either Party to this Agreement shall breach its representations or warranties hereunder or shall fail to fulfill or perform any of its covenants or obligations in this Agreement and a legal action is commenced, the non-prevailing party shall pay the costs of litigation, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or to prove that no breach or misrepresentation occurred.

T. Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

U. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Developer and City as to the purchase and sale of the Property. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

V. Amendments to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

W. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and Developer except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other.

NOTARIZED SIGNATURE PAGE TO BE ADDED

**EXHIBIT "A" - PSDA
LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1: (APN 136-203-40)

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 449.50 FEET OF THE SOUTH 62430 FEET OF THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2.1 TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY DE-BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 2435, AS PER MAP RECORDED IN BOOK 111, PAGES 13 TO 16 INCLUSIVE OF SAID MISCELLANEOUS MAPS.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED DECEMBER 26, 1997 AS INSTRUMENT NO. 97-664764 OF OFFICIAL RECORDS.

PARCEL 2: (APN'S: 136-211-57 AND 136-211-64)

THE SOUTH 175 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

EXHIBIT “B” - PSDA

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of Buena Park
[TO BE ADDED]

APN:

(Space Above this Line For Recorder’s
Use)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF BUENA PARK, a California municipal corporation (“Grantor”), hereby GRANTS to BUENA PARK BOARDWALK, LLC, an Arizona limited liability company, (“Grantee”), that certain real property at 7711-7733 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-211-57) in the City of Buena Park, County of Orange, State of California, more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference together with all right, title and interest of Grantor in and to all buildings and improvements located thereon (“Property”).

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- 1) Non-delinquent general and special real property taxes, assessments and supplemental assessments, if any, for the current fiscal year;
- 2) All covenants, conditions, restrictions, encumbrances, agreements, reservations, rights, rights-of-way, dedications, offers of dedication, easements and other matters of record, apparent, visible from an inspection of the Property, and/or which an accurate survey of the Property would disclose, or known to Grantee.
- 3) That certain land use covenant and restriction reflected in that certain grant deed for the Property between the City of Buena Park, as “Grantee,” and Proforma77 Corporation, as “Grantor,” recorded on July 22, 2022, as Instrument No. 2022000256176 in the Official Records for the County of Orange, California, which is incorporated fully herein and states as follows:

As a condition to Grantor’s agreement to sell the Property to Grantee, Grantee, and Grantee’s successor’s heirs and assigns, and successors-in-interest, shall not develop, improve, use, or otherwise operate the Property for housing or residential purposes (such as, without limitation, single family or multi-family residences, townhomes, apartments, condos, or similar housing units intended for permanent occupancy), and shall instead use the Property only for developments and uses that are consistent with the provisions of the Buena Park Entertainment Corridor Specific Plan as the same reads on the date hereof. The foregoing

covenant and restriction shall run with the land, and shall expire upon the opening of such entertainment, hospitality, and/or tourist-oriented development on the Project. The Grantor, or its successors, heirs, assigns, or successors-in-interest, may specifically enforce the covenants and restrictions in this section through an injunction or similar relief.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on this ____ day of _____, 2026, at Buena Park, California.

CITY OF BUENA PARK, a California municipal corporation

By: _____
Aaron France, City Manager

Notarized signature required.

Exhibit A to Grant Deed

[Legal Description of Property]

PARCEL 1: (APN 136-203-40)

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 449.50 FEET OF THE SOUTH 62430 FEET OF THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2.1 TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY DE-BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 2435, AS PER MAP RECORDED IN BOOK 111, PAGES 13 TO 16 INCLUSIVE OF SAID MISCELLANEOUS MAPS.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED DECEMBER 26, 1997 AS INSTRUMENT NO. 97-664764 OF OFFICIAL RECORDS.

PARCEL 2: (APN'S: 136-211-57 AND 136-211-64)

THE SOUTH 175 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

**EXHIBIT “C” - PSDA
PURCHASE PRICE PROMISSORY NOTE**

**PROMISSORY NOTE
SECURED BY DEED OF TRUST
(Arizona Boardwalk, LLC)**

Principal Amount: \$2,700,000.00

Date of Note: _____, 202__

Borrower: Buena Park Boardwalk, LLC, an Arizona limited liability corporation.

Lender: City of Buena Park, a California is a charter city and a municipal corporation

Maturity Date: 60 Months from Commencement Date

Interest Rate: 8% simple annual

Commencement Date: 60 Days from Date of Note

1. Loan.

FOR VALUE RECEIVED, the undersigned ARIZONA BOARDWALK, LLC, an Arizona limited liability corporation (“**Borrower**”), with its principal place of business located at 9500 E Via de Ventura, Suite E100, Scottsdale AZ 85256, promises to pay to the CITY OF BUENA PARK, a California charter city and a municipal corporation (“**Lender**”) at such place as Lender may, from time to time, designate by written notice to the Borrower, the maximum principal sum of \$2,700,000.00, (the “**Loan**”), together with interest on the unpaid principal balance hereof from time to time outstanding. This Promissory Note (the “**Note**”) is made and given to evidence the Loan made by Lender to Borrower pursuant to the terms of that certain Agreement for the Purchase, Sale, and Development of Real Property between Borrower and Lender dated July _____, 2026 (“**Purchase Agreement**”), pursuant to which Borrower purchased from Lender and committed developing that certain real property located at 7711-7733 Beach Boulevard, Buena Park, California, and identified as Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-244-57 (the “**Property**”), with Borrower’s development commitments being more specifically described in that certain Owner Participation Agreement between Borrower and Lender dated _____, 2026, recorded on the Property contemporaneously with the Deed of Trust (“**OPA**”).

2. Definitions. All capitalized terms used but not defined herein shall have the meaning given in the Purchase Agreement or OPA, true and correct copies of which are on file and available for inspection or copying in the offices of the Buena Park City Clerk located at 6650 Beach Boulevard Buena Park, CA 90670.

3. Term of Loan and Right of Prepayment.

a. Maturity Date. All accrued interest, if any, and unpaid principal will be due and payable in full without any further demand or notice on or before 11:59 p.m. (PST) on the day that is 60 months from the Commencement 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.

4. Security for Loan.

This Note is secured by a Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) executed by Borrower which encumbers Borrower's fee simple interest in the Property. This Note and the Deed of Trust securing shall be senior to all other liens, mortgages, or other encumbrances on the Property and shall not be subordinated except for liens securing Construction Funds permitted under the terms of the OPA.

5. Interest. Except in the case of Default as set forth in Section 8 of this Note, interest on the outstanding principal balance of the Loan shall accrue from the Date of Note until the earlier of the Maturity Date (as defined below) or the date paid in full, at rate of eight (8%) calculated annually (the "**Interest Rate**"). All computations of interest shall be based upon a 365-day year calculated based on the full principal then existing for each year.

6. Monthly Payments. Beginning on first day of the first full calendar month that occurs 60 days after the Date of Note ("**Commencement Date**"), and on or before the first day of each month thereafter until the Maturity Date, Borrower shall make monthly payments to Lender as set forth in Exhibit "A" attached hereto and incorporated herein. All outstanding principal accrued interest and other amounts owing under Note shall, if not sooner paid, be due and payable on the Maturity Date. Borrower shall make all payments hereunder in lawful money of the United States and in same day or immediately available funds.

7. Default. Upon the occurrence of any of the following events constituting an event of default, this Note shall become immediately due and payable: (a) failure to make any payment hereunder within thirty (30) business days after written notice of past due; (b) the insolvency of Borrower, or the admission in writing of Borrower's inability to pay debts as they mature; or (c) institution of bankruptcy, reorganization, insolvency or other similar proceedings by or against Borrower, or the appointment of a receiver, custodian or trustee for Borrower, or any substantial portion of its assets. Upon the occurrence of an event of default, at the option of Lender, the payment of all principal, interest and all other sums due and owing in accordance with the terms of this Promissory Note will be accelerated and such principal, interest and other amounts shall be immediately due and payable, without notice, demand or presentment to Borrower or any other person or party, and failure to exercise said option shall not constitute a waiver on the part of Lender of the right to exercise said option at any other time. If this Promissory Note is not paid when due (whether by maturity, acceleration or otherwise), Lender shall have all of the rights and remedies provided at law or equity or by agreement, including, without limitation, the right to foreclose on its lien rights under the Deed of Trust or pursue a trustee's sale against the Property

or offset or apply against the indebtedness any account balance or other deposit. Lender shall also have the right to exercise any and all rights, remedies and recourse granted herein now or hereinafter existing, in equity, at law, by virtue of statute or otherwise. All of the remedies of Lender, as provided herein or in any other agreements securing or relating to this Note, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. No delay by Lender in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by Lender of any right or remedy shall preclude any future exercise of such right or remedy or the exercise of any other right or remedy. No waiver or indulgence by Lender of any default or event of default shall be effective unless in writing and signed by Lender, nor shall a waiver on one occasion be construed as a bar to any right or remedy, or waiver of any default or event of default on any future occasion.

8. Interest on Default. From and after a Default, the entire outstanding principal balance of this Note will automatically bear an annual interest rate equal to the lesser of 10% compounding annually or the maximum interest rate allowed by law.

9. No Recissions of Abatement. This Promissory Note is not subject to any valid right of rescission, set-off, abatement, diminution, counterclaim or defense as against Lender, including the defense of usury, and the operation of any of the terms of the Loan, or the exercise of any right thereunder, will not render this Note unenforceable, in whole or in part, or subject to any right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, and Lender has not taken any action which would give rise to the assertion of any of the foregoing and no such right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, has been asserted with respect thereto

10. Preferential Payments. If any payment made by Borrower in connection with this Note is, in whole or part, invalidated, declared to be fraudulent or preferential, set aside, required to be repaid by Lender, or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise ("Preferential Payment"), then the indebtedness of Borrower under this Note shall continue or shall be reinstated, as the case may be, and the indebtedness intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made.

11. Borrower Liability for Debt. Borrower, if more than one, shall be jointly and severally liable for all obligations under this Note, and the term "Borrower" shall mean any one and all of them.

12. Costs Paid by Borrower. Borrower agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the, 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.

13. Waiver. To the extent permitted by law, Borrower and all persons or entities liable or which may become liable on this Note hereby waive diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agree that, without in any way affecting the liability of Borrower hereunder, Lender hereof may extend the Maturity Date or the time for payment of any payment due hereunder or any other term hereof, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Note. Borrower 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.

14. Severability. If any provision of this Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination will not affect any other provision of this instrument, and all other provisions hereof will remain valid and in full force and effect.

15. Non-Waiver. No delay by Lender in demanding or failure to demand performance hereunder will constitute a waiver by Lender 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 Lender's rights and remedies hereunder must be expressed in a writing signed by a duly appointed representative of Lender. Further, waiver by Lender of any right hereunder will 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.

16. Amendments. The terms of this Promissory Note may only be changed in writing, executed by Borrower and Lender.

17. Governing Law; Venue for Disputes. This Promissory Note shall be governed by the laws of the State of California, without any reference to conflict of laws principles. With respect to any suit, action or proceeding relating to this Note, Borrower irrevocably: (a) submits to the exercise of personal jurisdiction over Borrower and Lender by any state court having jurisdiction in the State of California, and (b) waives any objection which it may have at any time to the laying of venue of any proceeding brought in any such court, waives any claim that any proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such proceeding, that such court does not have jurisdiction over such party.

NOW THEREFORE, Borrower has caused this Note to be executed by the duly authorized representative set forth below:

NORATRIZED SIGNATURES OF PARTIES TO BE ADDED

Exhibit A – Promissory Note

Repayment Schedule

Payment #	Payment Amount (\$)	Interest (\$)	Principal (\$)	Remaining Principal (\$)
1	\$54,746.26	\$18,000.00	\$36,746.26	\$2,663,253.74
2	\$54,746.26	\$17,755.02	\$36,991.24	\$2,626,262.50
3	\$54,746.26	\$17,508.42	\$37,237.85	\$2,589,024.65
4	\$54,746.26	\$17,260.16	\$37,486.10	\$2,551,538.55
5	\$54,746.26	\$17,010.26	\$37,736.01	\$2,513,802.54
6	\$54,746.26	\$16,758.68	\$37,987.58	\$2,475,814.96
7	\$54,746.26	\$16,505.43	\$38,240.83	\$2,437,574.13
8	\$54,746.26	\$16,250.49	\$38,495.77	\$2,399,078.36
9	\$54,746.26	\$15,993.86	\$38,752.41	\$2,360,325.95
10	\$54,746.26	\$15,735.51	\$39,010.76	\$2,321,315.19
11	\$54,746.26	\$15,475.43	\$39,270.83	\$2,282,044.36
12	\$54,746.26	\$15,213.63	\$39,532.64	\$2,242,511.72
13	\$54,746.26	\$14,950.08	\$39,796.19	\$2,202,715.54
14	\$54,746.26	\$14,684.77	\$40,061.49	\$2,162,654.04
15	\$54,746.26	\$14,417.69	\$40,328.57	\$2,122,325.47
16	\$54,746.26	\$14,148.84	\$40,597.43	\$2,081,728.04
17	\$54,746.26	\$13,878.19	\$40,868.08	\$2,040,859.97
18	\$54,746.26	\$13,605.73	\$41,140.53	\$1,999,719.44
19	\$54,746.26	\$13,331.46	\$41,414.80	\$1,958,304.63
20	\$54,746.26	\$13,055.36	\$41,690.90	\$1,916,613.73
21	\$54,746.26	\$12,777.42	\$41,968.84	\$1,874,644.89
22	\$54,746.26	\$12,497.63	\$42,248.63	\$1,832,396.26
23	\$54,746.26	\$12,215.98	\$42,530.29	\$1,789,865.97
24	\$54,746.26	\$11,932.44	\$42,813.82	\$1,747,052.15
25	\$54,746.26	\$11,647.01	\$43,099.25	\$1,703,952.90
26	\$54,746.26	\$11,359.69	\$43,386.58	\$1,660,566.32
27	\$54,746.26	\$11,070.44	\$43,675.82	\$1,616,890.50
28	\$54,746.26	\$10,779.27	\$43,966.99	\$1,572,923.50
29	\$54,746.26	\$10,486.16	\$44,260.11	\$1,528,663.39
30	\$54,746.26	\$10,191.09	\$44,555.18	\$1,484,108.22
31	\$54,746.26	\$9,894.05	\$44,852.21	\$1,439,256.01
32	\$54,746.26	\$9,595.04	\$45,151.22	\$1,394,104.78
33	\$54,746.26	\$9,294.03	\$45,452.23	\$1,348,652.55
34	\$54,746.26	\$8,991.02	\$45,755.25	\$1,302,897.30

35	\$54,746.26	\$8,685.98	\$46,060.28	\$1,256,837.02
36	\$54,746.26	\$8,378.91	\$46,367.35	\$1,210,469.67
37	\$54,746.26	\$8,069.80	\$46,676.47	\$1,163,793.20
38	\$54,746.26	\$7,758.62	\$46,987.64	\$1,116,805.56
39	\$54,746.26	\$7,445.37	\$47,300.89	\$1,069,504.67
40	\$54,746.26	\$7,130.03	\$47,616.23	\$1,021,888.43
41	\$54,746.26	\$6,812.59	\$47,933.68	\$973,954.76
42	\$54,746.26	\$6,493.03	\$48,253.23	\$925,701.52
43	\$54,746.26	\$6,171.34	\$48,574.92	\$877,126.60
44	\$54,746.26	\$5,847.51	\$48,898.75	\$828,227.85
45	\$54,746.26	\$5,521.52	\$49,224.75	\$779,003.10
46	\$54,746.26	\$5,193.35	\$49,552.91	\$729,450.19
47	\$54,746.26	\$4,863.00	\$49,883.26	\$679,566.93
48	\$54,746.26	\$4,530.45	\$50,215.82	\$629,351.11
49	\$54,746.26	\$4,195.67	\$50,550.59	\$578,800.52
50	\$54,746.26	\$3,858.67	\$50,887.59	\$527,912.93
51	\$54,746.26	\$3,519.42	\$51,226.85	\$476,686.08
52	\$54,746.26	\$3,177.91	\$51,568.36	\$425,117.72
53	\$54,746.26	\$2,834.12	\$51,912.15	\$373,205.58
54	\$54,746.26	\$2,488.04	\$52,258.23	\$320,947.35
55	\$54,746.26	\$2,139.65	\$52,606.62	\$268,340.74
56	\$54,746.26	\$1,788.94	\$52,957.33	\$215,383.41
57	\$54,746.26	\$1,435.89	\$53,310.38	\$162,073.03
58	\$54,746.26	\$1,080.49	\$53,665.78	\$108,407.26
59	\$54,746.26	\$722.72	\$54,023.55	\$54,383.71
60	\$54,746.26	\$362.56	\$54,383.71	\$0.00
Total	\$3,284,775.87	\$584,775.87	\$2,700,000.00	

**EXHIBIT "D" – PSDA
DEED OF TRUST SECURING PROMISSORY NOTE**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City of Buena Park
6650 Beach Boulevard
Buena Park, California 90622
Attn: City Clerk

APNs: 136-203-40, 136-211-57 & 136-211-64
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)
(Buena Park Boardwalk)

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) ("**Deed of Trust**") is dated as of _____, 2026, by BUENA PARK BOARDWALK, LLC, an Arizona limited liability corporation, with its principal place of business located at 9500 E Via de Ventura, Suite E100, Scottsdale AZ 85256 ("**Trustor**"), to FIRST AMERICAN TITLE INSURANCE 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, Buena Park, California 90622 ("**Beneficiary**"), is executed to secure that certain promissory note of a date even herewith in the principal amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) (the "**Promissory Note**"), executed by Trustor in favor of Beneficiary (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.

Reference is made to that certain Agreement for the Purchase, Sale, and Development of Real Property between Borrower and Lender dated July _____, 2026 ("**Purchase Agreement**"), pursuant to which Borrower purchased from Lender the Subject Property that is encumbered by this Deed of Trust, and pursuant which Lender agreed to provide the Loan to Trustor that is reflected in the Promissory Note and secured by this Deed of Trust. A true and correct copy of the Purchase Agreement is available from the offices of the Buena Park City Clerk located at 6650 Beach Boulevard Buena Park, CA 90622.

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 the Promissory Note, and (b) due, prompt and complete observance, performance and discharge of each and every monetary and non-monetary condition, obligation, covenant and agreement contained herein ("**Secured Obligations**"). The Promissory Note and all of its 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 Real 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, sell, purchase, replace or dispose of personal property in the ordinary course of business or this has become 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 Note 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, subject to the rights of holders of any senior deed of trust, 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, subject to the rights of holders of any senior deed of trust, 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. To keep said property in good condition and repair consistent with the terms and conditions of the Development Agreement and OPA; not to remove or demolish any buildings thereon except as permitted by the Development Agreement and OPA; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon to the extent provided for in the Development Agreement and OPA, 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 bad faith 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, which consent shall not be unreasonably withheld, conditioned or delayed, or as may be permitted by the Development Agreement or OPA;

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 the cure period specified in Section 32 hereof, or as such shorter notice and cure period as may be provided by law, 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 the cure period specified in Section 32 or otherwise applicable at law, 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 after the giving of notice and the expiration of any applicable cure period. 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 specified in Section 32, 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 and/or authorized 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 Subject Property 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 applicable 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 Subject 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 permitted in the Note, 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 Note secured hereby immediately due and payable in full, irrespective of the maturity date otherwise specified in the Note. 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 Note;

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 primary uses on the Subject Property remain intact and continue to be owned and operated by Trustor in conformance with the applicable land use entitlements described in the Purchase Agreement, Beneficiary shall not declare all sums due and payable under the Note, nor shall the Beneficiary be entitled to any compensation, awards and other payments therefor, provided that subject to the rights of any senior lenders, such compensation, awards and other payments are used for (1) paying principal and interest owed on any senior loan, (2) making improvements to the Subject Property that are approved by Beneficiary, in its reasonable discretion, or (3) payment of principal owing under the Note. 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. 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;

30. 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 by reason of any event beyond the reasonable control of either Party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, or unavoidable casualties. 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;

31. 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;

32. (a) Subject to the extensions of time set forth in Paragraph 30, and subject to the further provisions of this Paragraph 32, 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. 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 Beneficiary under 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 reasonably 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;

(c) 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 reasonably 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.

33. Deed of Trust is a senior encumbrance, and shall be recorded and remain in a senior priority position to any other liens, mortgages, or other encumbrances on Trustor's simple fee interest in the Subject Property, except as may be subordinated to liens securing Construction Funds under the terms of the OPA, or as may otherwise be authorized in a written subordination agreement executed in the sole and absolute discretion of Beneficiary.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first set forth above.

NOTARIZED SIGNATURE OF TRUSTOR TO BE ADDED

Exhibit A to Deed of Trust

Legal Description of Subject Properties

PARCEL 1: (APN 136-203-40):

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 449.50 FEET OF THE SOUTH 62430 FEET OF THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2.1 TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY DE-BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 2435, AS PER MAP RECORDED IN BOOK 111, PAGES 13 TO 16 INCLUSIVE OF SAID MISCELLANEOUS MAPS.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED DECEMBER 26, 1997 AS INSTRUMENT NO. 97-664764 OF OFFICIAL RECORDS.

PARCEL 2: (APN'S: 136-211-57 AND 136-211-64):

THE SOUTH 175 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

EXHIBIT “E” - PSDA
OWNER PARTICIPATION AGREEMENT

[ATTACH BEHIND THIS PAGE]

EXHIBIT “F” - PSDA

RECIPROCAL MAINTENANCE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO,
AND MAIL TAX STATEMENTS TO:

City of Buena Park
Attn: DIRECTOR OF COMMUNITY
DEVELOPMENT
6650 Beach Boulevard
Buena Park, CA 90622

Assessor’s Parcel Nos.: 136-203-40, 136-211-
64, 136-211-57

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (“**REA**”) is dated as of _____, 2026, and is entered into by and among the CITY OF BUENA PARK, a California municipal corporation (“City”) and BUENA PARK BOARDWALK, LLC, an Arizona limited liability company (“Developer”), with reference to the following facts:

RECITALS

A. By way of that certain Agreement for the Purchase, Sale, and Development of Real Property dated July ___, 2026, (“**Purchase Agreement**”), Developer purchased from City that certain real property located at 7711-7733 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-211-57), as such real property is legally described in **Exhibit “A”** hereto (the “**Property**”), for purposes of developing and operating a mixed-use entertainment attraction and commercial development (hereinafter the “**Project**”) that is specifically described in that certain Development Agreement No. DA 25-1 dated July ___, 2026 (and recorded in official county records as Instrument No. _____) (“**Development Agreement**”); and

B. As a material inducement for the Parties willingness to enter into the Purchase Agreement, and a condition of approval in for the Development Agreement, City and Developer (at times herein individually a “Party” and jointly the “Parties”) have the Parties have entered this REA for purposes of the following:

1. City reserving and/or Developer granting to City, on behalf of the general public, an access easement over and across that the public pedestrian walkway on the Property depicted in **Exhibit “B”** hereto (“**City Path**”) that is to be developed as part of the Project and, upon completion, will allow the general public to access Beach Boulevard to and from certain parcel of real property that is used, improved, and maintained by the City as a public parking lot

under a license agreement with Southern California Edison (“**SCE License Agreement**”), as such parcel is legally described in **Exhibit “C”** hereto (“**City Lot**”); and

2. City consenting to Developer’s use of the City Lot, on a non-exclusive basis and subject to the terms and conditions of the SCE License Agreement, as overflow parking for employees and patrons of the Project (“**Developer Overflow Parking Rights**”).

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Easements and License.

a. City Path Easement. Developer hereby grants to the City, for the use by City and the general public, a public access easement over and across a paved pedestrian walkway with a width of approximately 10 feet, to be located in proximity to and along the southern boundary of the Properties and developed as part of the Project, as such City Path is depicted in Exhibit “B” to this Agreement.

b. Developer Overflow Parking License. City hereby approves and consents to Developer, subject to the terms and conditions of the License Agreement, using the City Lot on a non-exclusive basis for purposes of overflow parking for employees and/or patrons of the Project. Developer will take reasonable actions and cooperate in good faith with the City in responding to or remediating concerns associated with security, loitering, maintenance, trash, or repairing damages directly arising from Developer’s use of the City Lot hereunder. To the extent feasible, Developer will limit its use of the City Lot to employee parking, or to overflow guest parking when parking for the Project located on the Property is nearing or at capacity. In connection with the foregoing, Developer represents and acknowledges that it has reviewed the SCE License Agreement, including terms and conditions placing restricting City’s use and prohibiting formal assignment or transfer of rights thereunder. Developer’s rights to use and access the City Lot shall be not greater than that of the general public.

2. Rock and Brew Parking Signage. City shall, at City’s cost, install and maintain a sign for/on each of the 25 spaces indicating that only employees or patrons of the owner of the Rock and Brew Property may park in such spaces, and that any other vehicles parked may be towed. Such reserved spaced are excluded from the scope of this REA.

3. Improvements to Easement Areas. Developer and City agree that any improvements, changes, modifications or alterations to the Property or City Lot: (i) shall not unreasonably impair the free flow of vehicular or pedestrian ingress and egress over and across the Property between Beach Boulevard and the City Lot; and (ii) shall be subject to the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed. City and Developer shall provide each other with thirty (30) days' advance written notice of any alterations or improvements covered by this section.

4. Maintenance and Repairs. Developer with respect to the Property and City Path, and City with respect to the City Lot, each agree to keep and maintain such areas in good condition

and repair, and shall promptly make any improvements thereto as may be required to satisfy obligations arising under this Agreement or comply with applicable local, state, or federal laws or regulations.

5. Property Taxes and Assessments. Developer as to the Property, and City as to the City Lot, shall each pay, or cause to be paid, directly to the appropriate governmental agencies, prior to delinquency, all real property taxes and other special taxes and assessments and/or charges, if any, including taxes, assessments or charges levied in lieu of property taxes, which may be levied or assessed..

6. Liability Insurance. Developer with respect to the Property (inclusive of the City Path) and use of the City lot by Developer's employees and patrons, and City with respect to use of the City Lot by members of the general public, shall each purchase and maintain reasonable liability insurance (which in the case of the City may be a self-insurance pool) covering personal injury and damages to personal property and naming the other party as additional insured. Upon written request, Developer and City shall deliver to each other certificates of insurance or other reasonable evidence showing compliance with this Section. Each Party shall defend and indemnify the other from any third-party claims or actions relating to or arising from the acts or omissions of a Party in connection with this REA.

7. Term. This Agreement and all rights or privileges hereunder shall expire upon the expiration or earlier termination of the License Agreement, as the same may be extended from time to time by subsequent agreement between City and Southern California Edison. In the event the License Agreement expires or is terminated, City shall not oppose, hinder or impede Developer from obtain its own license agreement for purposes consistent herewith or permitted by applies laws, with or without the City's active support or involvement.

8. Covenants Shall Run With the Land. All of the agreements, rights, obligations, covenants, and grants of easements contained in this agreement shall run with the Property (as defined in California Civil Code Sections 1460 and 1462) and shall be binding upon or inure to the benefit of (as the case may require) Developer and City, and their successors, assigns and successors-in-interest, for the entire term hereof. The rights granted herein are appurtenant and burden and benefit each parcel for the benefit of the other parcel(s). If City assigns the License Agreement (with the consent of SCE), City shall give a copy of this Agreement to the assignee and shall cause the assignee to agree in the assignment document to comply with this Agreement.

9. Termination and Amendment. This Agreement may not be terminated or amended without the prior written approval of Developer and City, with the City Manager having the authority on behalf of the City to execute amendments and terminations, and give consents and approvals hereunder, provided they are in writing.

10. Enforcement. In the event of a default or breach in the performance of any of the obligations or agreements herein by City or Developer and such is not cured within 30 days from written notice by the non-defaulting party, the non-defaulting party shall have the right, but not the obligation, to cure such default, and the defaulting party shall reimburse the curing party, within thirty (30) days after written demand, for the costs of cure. In addition, in the event of any default,

subject to the applicable notice and cure period, the non-defaulting party may pursue any remedies or proceedings available to it at law or in equity against the defaulting party, including damages and injunctive relief.

11. Force Majeure. Each party shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage; inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course on the open market; failure of normal transportation; strikes, lockouts, action of labor unions; condemnation, requisition; laws, orders of governmental or civil or military or naval authorities; the inability to obtain governmental approvals or permits despite the exercise of due diligence and best efforts by a party; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such party.

12. Recording. This Agreement shall be recorded on the Property. Following expiration or termination of this Agreement, either party may request the other party execute a standard form release and reconveyance hereof.

13. Miscellaneous.

a. Notices. All notices, demands or other communications shall be in writing, and a copy thereof shall be sent by certified mail, return receipt requested, postage prepaid and addressed as follows:

City:

City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90622-5009
Attn: City Manager

Developer:

Buena Park Boardwalk, LLC
9500 E Via de Ventura, Suite E100
Scottsdale, AZ 85256
Attn: Adi Knishinsky

Any party may change its address for notices by a written notice to the other parties given pursuant to this Section.

b. No Third-Party Beneficiaries. No person or entity shall have any enforceable rights under this Agreement other than the parties hereto and their respective successors, assigns and successors-in-interest.

c. No Waiver. No waiver of any default by any party shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request of any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests.

d. Estoppel Certificates. Each party covenants that upon receipt of written request from another party, it shall, within thirty (30) days after receipt of such request, give to the requesting party or other person specified by the requesting party, an estoppel certificate stating: (i) whether the party to whom the request has been directed knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof (ii) whether to its knowledge this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (iii) that to such party's knowledge, this Agreement, as of the date of the estoppel certificate, is in full force and effect; and (d) any other information relating to this Agreement as may be reasonably required by the requesting party.

e. Grants Subject to Matters of Record. The rights and privileges granted by this Agreement are subject to all covenants, conditions, restrictions, easements, rights-of-way, liens and encumbrances, and other matters of record as of the date of recordation of this Agreement.

f. Negation of Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between Developer and City, nor shall it cause them to be considered joint venturers, or members of any joint enterprise, in the operation of the areas covered by this Agreement or otherwise.

g. Entire Agreement. This instrument contains the entire agreement of the parties as to the subject matter hereof.

h. Severability. Invalidity of any covenant, condition, or restriction or any other provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

i. Attorneys' Fees. In the event any party shall commence any action against any other party relating to this Agreement or for the breach of any obligation contained herein, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses, and court costs.

j. Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

NOW THEREFORE, the Parties have caused execution of this REA by and through their authorized representatives below.

ATTACH NOTARIZED SIGNATURE PAGE

Exhibit "A" – Reciprocal Easement and Maintenance Agreement

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: (APN 136-203-40):

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 449.50 FEET OF THE SOUTH 62430 FEET OF THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2.1 TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY DE-BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 2435, AS PER MAP RECORDED IN BOOK 111, PAGES 13 TO 16 INCLUSIVE OF SAID MISCELLANEOUS MAPS.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED DECEMBER 26, 1997 AS INSTRUMENT NO. 97-664764 OF OFFICIAL RECORDS.

PARCEL 2: (APN'S: 136-211-57 AND 136-211-64):

THE SOUTH 175 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

Exhibit “B” – Reciprocal Easement and Maintenance Agreement

DEPICTION OF CITY PATH ON PROPERTY

Exhibit “C” – Reciprocal Easement and Maintenance Agreement

DEPICTION OF CITY LOT

**Exhibit “G” - PSDA
SLA COVENANT**

DECLARATION OF SURPLUS LAND ACT COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO,
AND MAIL TAX STATEMENTS TO:

City of Buena Park
Attn: DIRECTOR OF COMMUNITY
DEVELOPMENT
6650 Beach Boulevard
Buena Park, CA 90622

Assessor’s Parcel Nos.: 136-203-40, 136-211-
57, 136-211-64

This Declaration of Surplus Land Act Covenants (“Declaration”) is entered into as of this ____ day of _____, 2026, by and between the CITY OF BUENA PARK, a California municipal corporation (“City”), and Buena Park Boardwalk, LLC, an Arizona limited liability company, (“Developer”), with reference to the following facts:

RECITALS

A. City and Developer have entered into that certain Agreement for the Purchase, Sale and Development of Real Property dated _____ (“Purchase Agreement”), pursuant to which, and subject to the terms and conditions stated therein, City agreed to sell to Developer and Developer agreed to purchase from City that certain real property located at 7711-7733 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel Nos. APN 136-203-40, 136-211-64 and 136-211-57 and legally described in Exhibit “A” hereto, the “Property”).

B. In compliance with the California Surplus Lands Act (Cal. Gov’t (Gov’t Code § 54220 *et seq.*, the “SLA”), and specifically Section 54233 thereof, Developer and City agree to the terms and conditions of this Declaration and direct it to be recorded on Property as a condition precedent to the Closing under the Purchase Agreement.

NOW THEREFORE, City and Developer (individually hereinafter at times a “Party” and jointly the “Parties”) agree as follows:

1. **DEFINITIONS.** All capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement, a copy of which is available for inspection and copying at the City’s offices located 6650 Beach Blvd., Second Floor, Buena Park, California 90621

2. **RESTRICTIVE COVENANT.** The Property is subject to a restrictive covenant that if ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on shall be sold or rented at affordable housing cost, as

defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing from the date of recordation of this Grant Deed. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

3. TERM OF DECLARATION. This Declaration shall expire and terminate only upon: (1) the final order of a court of competent jurisdiction; or (2) a future changes or amendments to the SLA or California law that make or render this Declaration unenforceable.

4. MISCELLANEOUS

(a) Recording. This Declaration shall be recorded as a condition of and at the Closing of Escrow for Developer's purchase of the Property from City and shall be recorded junior only to the grant deed by which Developer takes title except as subordination to construction financing is contemplated in the Agreement.

(b) Binding on Successors. This Declaration shall run with the land and be binding upon and shall inure to the benefit of the Parties and their successors and assigns for the term hereof.

(c) Amendments. This Declaration may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records of Orange County.

(d) No Waiver. Any waiver by a Party of any term or provision of this Declaration must be in writing. No waiver shall be implied from any delay or failure by a Party to take action on any breach or default hereunder or to pursue any remedy allowed under this Declaration or applicable law. No failure or delay by a Party at any time to require strict performance by the other Party of any provision of the Agreement or this Declaration or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

(e) Notices. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different complete address for itself by notice similarly given. Any notice

so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To City: City of Buena Park
Buena Park City Hall
ATTN: City Manager
6650 Beach Boulevard
Buena Park CA 90622

To Developer: Buena Park Boardwalk, LLC
9500 E Via de Ventura, Suite E100
Scottsdale, AZ 85256
Attn: Adi Knishinsky

(f) Action by City. Except as may be otherwise specifically provided herein or limited by law, whenever any approval, notice, direction, consent or request by City is required or permitted under this Declaration, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

(g) Governing Law; Venue. This Declaration shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

(h) Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

(i) Severability. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement and Declaration of Restrictive Covenants as of the date first written above.

ATTACH NOTARIZED SIGNATURE PAGE

Exhibit A – SLA Covenant
Legal Description of Property

PARCEL 1: (APN 136-203-40):

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 449.50 FEET OF THE SOUTH 62430 FEET OF THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2.1 TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY DE-BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 2435, AS PER MAP RECORDED IN BOOK 111, PAGES 13 TO 16 INCLUSIVE OF SAID MISCELLANEOUS MAPS.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED DECEMBER 26, 1997 AS INSTRUMENT NO. 97-664764 OF OFFICIAL RECORDS.

PARCEL 2: (APN'S: 136-211-57 AND 136-211-64):

THE SOUTH 175 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

EXHIBIT "C" - PSA

OWNER PARTICIPATION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO,
AND MAIL TAX STATEMENTS TO:

City of Buena Park
Attn: DIRECTOR OF COMMUNITY
DEVELOPMENT
6650 Beach Boulevard
Buena Park, CA 90622

Assessor's Parcel No.: 136-203-40, 136-211-
64, 136-211-57

This Owner Participation Agreement ("Agreement") is entered into as of this ____ day of _____, 202__, by and between the CITY OF BUENA PARK, a California municipal corporation ("City"), and BUENA PARK BOARDWALK, LLC, an Arizona limited liability company ("Developer"), with reference to the following facts:

RECITALS

A. By way of that certain Agreement for the Purchase, Sale, and Development of Real Property dated July ___, 2026, ("Purchase Agreement"), Developer purchased from City that that certain real property located at 7711-7733 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-244-57), as such real property is legally described in Exhibit "A" hereto (the "Property"), for purposes of developing and operating a mixed-use entertainment attraction and commercial development (hereinafter the "Project") that is specifically described in that certain Development Agreement No. DA 25-1 dated July ___, 2026 (and recorded in official county records as Instrument No. _____) ("Development Agreement"); and

B. As a material inducement for the Parties willingness to enter into the Purchase Agreement and as a condition to the Closing thereunder, City and Developer (at times herein individually a "Party" and jointly the "Parties") have entered this Agreement establishing the terms and conditions by which Develop will develop and operate the Project and the Property, and by which City will support and cooperate in such efforts in consideration for Developer operating the Project in a manner that provides the community and pubic benefits specified herein to members of the general public.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, and intending to be legally bound, City and Developer (individually hereinafter at times a “Party” and jointly the “Parties”) agree as follows:

1. RECITALS. The foregoing recitals are true, correct, and incorporated as substantive findings and a part of this Agreement.

2. DEFINITIONS. The capitalized terms and phrases used throughout this Agreement shall have the following meaning:

“Agreement” means and refers to this Owner Participation Agreement.

“CEQA Determination” means and refers to the City Council’s determination that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183, as set forth fully in DA25-1, Ordinance No. ____.

“City” means and refers to the City of Buena Park, California.

“City Council” means and refers to the City Council for the City.

“Closing of Escrow” shall have the same meaning as the Closing under the Purchase Agreement.

“City Residents” means and refers to persons whose principal address is located in one of the following zip codes: 90620 or 90621

“Community Benefits” is defined in Section 5.J.

“Certificate of Occupancy” means and issuance of a Certificate of Occupancy for Building Permits issued by the City having been accepted as finalized and complete by City, thereby signifying that all permitted work comprising the Project has been completed in accordance with the Plans and Specifications.

“Construction Funds” is defined in Section 4.L(1).

“Deed of Trust” is defined in Section 4.L(1).

“Development Agreement” is defined in Rectal A above.

“Developer” means and refers to Buena Park Boardwalk, LLC.

“ECSP” means and refers to the City of Buena Park Entertainment Corridor Specific Plan.

“Effective Date” means the date on which this Agreement is recorded on the Property as a condition precedent to the Closing of Escrow under the Purchase Agreement.

“Force Majeure” means any of the following arising after the Effective Date and to the extent resulting in a demonstrable and material impact on a Party’s performance of this Agreement: acts of God; unusually severe weather; enemy action; civil disturbances; wars; terrorist acts; insurrection; riots; fire; floods; earthquakes; casualties; a local, state, or federal declaration of emergency based on an epidemic or pandemic including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic; strikes, walkouts lockouts, and other labor difficulties; regional and enduring breakdown in communication facilities, electrical service, or wireless service; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; or mediation, arbitration, litigation, or other administrative or judicial proceeding involving the Existing Standards or any of the Project Entitlements.

“Indemnities” is defined in Section 7.

“Lender” is defined in Section 4.L(1).

“Plans and Specifications” means Developer’s construction-ready plans and specifications for the Project that are approved in the final building permits issued by the City that authorize Developer to proceed with construction of the Project.

“Primary Attractions” mean and refer jointly to the butterfly atrium and aquarium components of the Project, together with associated amenities, landscaping, and other on and off-site improvements necessary to operate the Primary Attractions for business to the general public.

"Project" means and refers to the mixed-use entertainment attraction and commercial development comprised of the two Primary Attractions, together with complementary retail, commercial, and food & beverage establishments, and associated amenities, landscaping, and other on and off-site improvements comprising the development approved in the Project Entitlements and described in the Plans and Specifications.

“Project Entitlements” means and refers cumulatively to the Development Agreement, the Variance, and the CEQA Determination.

“Purchase Agreement” is defined in Recital A, above, a copy of which is on file in the Office of the Buena Park City Clerk, located at 6650 Beach Boulevard, Buena Park, California 90622.

“Purchase Note” and “Purchase Note Deed of Trust” are defined in the Purchase Agreement and dated contemporaneously with this Agreement, with the Purchase Note Deed of Trust being recorded on the Property contemporaneous with this Agreement as a condition of the Closing of Escrow.

“Schedule of Performance” is list of milestones and associated deadlines for Developer’s development, construction and opening of the Project that is set forth in Exhibit “B” to this Agreement.

“Special Events” is defined in Section 5.D.

“Tenant” is defined in Section 5.F..

“Term” is defined in Section 3.

“Variance” means and refers that Developer’s application under Section 19.132.010 of the Buena Park Zoning Code (Title 19 of the Buena Park Municipal Code) that was recommended for approval by the Buena Park Planning Commission on May 27, 2026, by way of PC Resolution No. _____. A true and correct copy of the Variance is on file in the Office of the Buena Park City Clerk, located at 6650 Beach Boulevard, Buena Park, California 90622.

3. TERM. The term of this Agreement shall commence on the Effective Date and shall continue in full force for a period of twenty (20) years from the date a Certificate of Occupancy is issued for the Project (the “Term”). Following expiration of the Term and upon written request from Developer, City will execute a standard form release and reconveyance, in a form approved by the City Attorney, to provide recorded notice that this Agreement has expired.

4. COVENANT TO DEVELOP THE PROJECT

A. Scope of Development. Commencing on the Effective Date and continuing without interruption until a Certificate of Occupancy is issued for the Project, Developer shall develop the Project on the Property in accordance with the Project Entitlements, Plans and Specifications, Schedule of Performance, applicable terms and conditions of this Agreement, and requirements of any and all applicable federal, state and local laws, rules and regulations. Developer’s covenant to develop the Project shall expire only upon issuance of a Certificate of Occupancy.

B. Quality and Character of Project. Developer shall construct the Project (including all structures, improvements, landscaping, hardscape, signage, and site amenities) to a standard that is consistent with a tourist attraction and entertainment destination, using commercially standard workmanship, and finishes appropriate to a regionally significant visitor-serving facility offering similar services or uses. All exterior and interior materials, finishes, colors, and textures used in the Project shall be of a quality consistent with or superior to those used in comparable entertainment destinations offering similar services or uses. Developer shall use durable finish materials including, but not limited to, masonry, stone, architectural concrete, painted or textured stucco, wood, metal, or glass where visible from public areas, and to the extent commercially reasonable in the Developer’s opinion, shall avoid the use of materials that are prone to rapid deterioration, fading, or visual degradation under normal Southern California environmental conditions. Consistent with the stated goals of the ECSP, which envisions the Property as a premier tourist and entertainment destination, the Project will be constructed in a manner that complements and enhances the character of surrounding properties within the entertainment corridor, with the overall quality of design, materials, and public-facing finishes being consistent

with that of similar entertainment destinations of regional and national significance. Provided Developer completes the Project in accordance with the Plans and Specifications, Developer shall be deemed to be in compliance with this paragraph.

C. City's Right to Review Plans and Specifications. In constructing the Project, Developer will comply in all material respects with the Plans and Specifications. The Planning Director shall have the right to review all Plans and Specifications for the Project, including any material revisions to previously approved Plans and Specifications, prior to their submission to the City's building department to ensure that the Project is constructed in accordance with the Project Entitlements and other applicable provisions of this Agreement. For purposes of this paragraph, a "material change" shall mean and include any interior or exterior change in design, amenities, finishes, or features that are or will result in physical changes that will be visible to the public.

D. Master Developer Role. Developer shall serve as the master developer for the Project and be responsible for overseeing planning, entitlement, construction, leasing or licensing, and overall coordination of development activities for the Project, including but not limited to coordinating the activities of the general contractor, any other contractors or subcontractors, professional service providers, building officials and utility providers, and others involved in development of or with regulatory authority over the Project.

E. Cost of Development. All costs for or arising from engineering, planning, designing, construction, and/or development of the Project shall be the responsibility of Developer and paid by Developer from Construction Funds.

F. Permits. Before commencing any construction activities on the Property, Developer shall secure or cause to be secured any and all permits that may be required by City, acting in its governmental or regulatory capacity, or other governmental agency having jurisdiction over such construction activities, and pay all costs or fees associated with such permits.

G. Schedule of Performance. Developer covenants and agrees that, commencing on the Effective Date and continuing until a Certificate of Occupancy is issued for the Project, Developer will promptly commence and pursue diligently without interruption construction of the Project no later than the timelines established in the Schedule of Performance, subject to Permitted Delays (defined in Section 12.D) and delays directly caused by acts or omissions of the City. Developer, in its discretion, may complete construction of the Project in different phases provided doing so is consistent the Project Entitlements and the deadline for substantial completion of the Project specified in the Schedule of Performance. Completion of construction shall be signified by a City's issuance of a final certificate of occupancy for all buildings or improvements that are part of the Project, plus the City having accepted as final all grading and building permits issued for the Project (thereby signifying that all permitted work comprising the Project has been completed in accordance with this Agreement) ("Certificate of Occupancy").

H. Extensions of Schedule. The City Manager, in his/her good faith discretion, may grant extension(s) of the Schedule of Performance not exceeding six (6) months in the aggregate, with any longer extensions of time requiring the approval of the City Council following a duly noticed public hearing. Developer may submit a request for an extension of time before expiration

of the original deadline, and such extension may be granted by the City Manager or City Council, as applicable, in the exercise of reasonable discretion based upon the following considerations: (i) Developer has made reasonable and good faith progress on completing the Project in the time specified by Schedule of Performance; (ii) the original deadline is found to create an undue hardship despite Developer's reasonable and good faith efforts; (iii) Developer has otherwise complied with and is not then in violation or breach of this Agreement or Project Entitlements; and (iv) the extension would not be materially detrimental to the public health, safety, and welfare. The City Council's consideration and approval or denial of any extension request may be made during any special or regular public meeting of the City Council.

I. Construction Progress Reports. Between the Effective Date and issuance of a Certificate of Occupancy, Developer shall provide City with quarterly progress reports, or more frequent updates if City reasonably requires, regarding the status of the construction of the Project. In the event development progress is behind the milestones established in the Schedule of Performance, Developer will provide an explanation of the cause(s) in progress reports to City together with the commercially reasonable efforts Developer will be taking to ensure future construction activities progress as scheduled and to avoid additional or compounding delays.

J. City's Right of Access to Project Site. For the purposes of assuring compliance with this Agreement, representatives of City shall have the reasonable right of access to the Property. To ensure safety, the City Representative will provide at least twenty-four (24) hours advanced notice to Developer. This right of access described in this paragraph shall expire upon the issuance of the Certificate of Occupancy, and is in addition to any rights or remedies City may possess as a governmental or law enforcement agency which shall unaffected by this Agreement.

K. Pre-Opening Obligations. Between the Effective Date and receipt of a Certificate of Occupancy, Developer will take commercially reasonable actions to prepare for the opening and operation of the Project by the deadline established in the Schedule of Performance. Such preopening actions may include, but are not limited to:

- 1) Hiring, training, and employing all staff and personnel needed to operate and manage the Project;
- 2) Acquiring all licenses, permits and approvals required by any local, state, or federal law, ordinance, or regulation to operate the Project;
- 3) Ordering, purchasing, or otherwise acquiring all materials, equipment, or supplies necessary and appropriate to operate the Project;
- 4) Developing and implement pre-opening advertising, marketing, public relations and promotional programs and supporting materials; and/or
- 5) Planning and coordinating the dedication or opening ceremonies for the Project, including allowing reasonable participation by the City in such ceremonies if requested.

L. Mortgages and Liens Prior to Certificate of Occupancy. Between the Effective Date and the issuance of a Certificate of Occupancy, the following terms and conditions shall apply:

1) No Encumbrance Except for Development Purposes. Mortgages and deeds of trust, or any other reasonable method of security ("Deed of Trust") for funds used to construct the Project ("Construction Funds") are permitted to be placed upon Developer's fee interest in the Property and the City hereby acknowledges and consents to the right of the beneficiary or holder of said Deed of Trust ("Lender"). Developer covenants that Developer will not pledge Property as security for any indebtedness except for Construction Funds.

2) Lender's Rights in Event of Developer's Default of Deed of Trust.

a) Lender Option to Construct Improvements. Should the Developer default on the construction covenants in this Agreement prior to City's issuance of a Certificate of Occupancy, Lender shall have the right, but not the obligation, to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit, or authorize Lender to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement. Should Lender desire to exercise its option to construct or complete the Project under this paragraph, Lender must give notice to City within ninety (90) days of the City providing Lender notice of Developer's default and must execute a written assumption of this Agreement and the Project Entitlements.

b) Notice of Default to Lender; Lender's Right to Cure. If City delivers any notice or demand to Developer with respect to any breach or default of this Agreement prior to a Certificate of Occupancy, City shall, at the same time, deliver to each Lender who has requested in writing said notices from the City, a copy of such notice or demand. Each such Lender shall (insofar as the rights of City are concerned) have the right, at its option after the receipt of the notice or Developer's cure period, if any, to cure or remedy any such default if the right to cure is provided under the terms of the Deed of Trust, including the option to complete the Project. The Lender may notify the City of its intent to complete the Project within ninety (90) days of Lender's receipt of City's notice. The time for a Lender to cure shall be extended, if the Lender has undertaken steps to cure, in which case such time will be extended for as long as Lender reasonably needs, providing the Lender is acting diligently. Nothing contained in this Agreement shall be deemed to permit or authorize such Lender to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's remaining obligations to City by written agreement.

3) City's Rights in Event of Developer's Default of Lender Deed of Trust.

a) Option to Purchase Debt. If Lender does not timely exercise its option to construct the Project, as detailed hereinabove, City may purchase the Deed of Trust from the Lender in the amount of the unpaid debt at any time prior to any auction or foreclosure sale, or any final order in bankruptcy.

b) Option to Cure Default. In the event of an uncured default by Developer of any Deed of Trust, and Lender has not timely exercised its option to construct the Project, as detailed above, City may cure the default of the Deed of Trust prior to completion of any foreclosure or bankruptcy proceedings. In such event, City shall be entitled to reimbursement from Developer of all costs and expenses incurred by City in curing the default. City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security instruments executed in accordance with this Agreement.

c) Option to Purchase Property. If ownership of the Property has been vested in Lender, City may purchase the Property from the Lender upon payment of an amount equal to the greater of the appraised “as-is” value of the Property, as determined by an independent appraiser mutually selected by City and Lender, or the sum of the following:

i. Unpaid debt secured by the Deed of Trust at the time title became vested in the Lender (less all appropriate credits, including those resulting from collection by Lender and application of rentals and income received during foreclosure proceedings).

ii. Reasonable and documented expenses with respect to foreclosure.

iii. The net reasonable and documented expenses, if any (exclusive of overhead), incurred by the Lender as a direct result ownership, operation or management of the Property during its period of ownership.

iv. The cost or value, whichever is less, of any City approved improvements made by such Lender.

4) Rights of City to Satisfy Other Liens. After Developer has had reasonable time to challenge, cure or satisfy any defaulted liens or encumbrances on the Property, City shall have the right to satisfy any such liens or encumbrances, provided however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge as long as the Developer shall in good faith contest the validity or amount thereof, and provided such delay in payment shall not subject the Property, or part thereof, to forfeiture or sale.

M. Prevailing Wage. The Parties intend and agree that, except in connection with the public improvements described in Section 6.A(2), construction of the Project will be paid for exclusively from the private funds of Developer (i.e. the Construction Funds). Notwithstanding the foregoing, to the extent required by law as may be determined in a final decision of the Department of Industrial Relations, or if the DIR’s decision is challenged in final court judgment, Developer shall be responsible for compliance with and carrying out the provisions of California Labor Code Section 1770 *et seq.* and all regulations adopted pursuant thereto (referred to herein as, “Prevailing Wage Laws”). Except to the extent prevailing wage compliance is mandated by City contrary to the Parties’ agreement above, Developer hereby agrees to, unconditionally

indemnify, reimburse, defend, protect and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with the Project, including but not limited to California Labor Code Section 1770 *et seq.* and the Prevailing Wage Laws, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings.

N. Release of Construction Covenants; Certificate of Occupancy. The development, construction, and related covenants and commitments in this Section 4 shall expire upon issuance of the Certificate of Occupancy Certificate for the Project. Upon the expiration or termination of the terms of this Section 4, and the request of Developer, City will execute and deliver to Developer, in recordable form, an instrument confirming that said construction covenants have been duly performed and expired; provided that the remaining terms and conditions of this Agreement shall remain in full force and effect for the Term hereof.

5. COVENANT TO OPERATE AND MAINTAIN THE PROJECT

A. Use, Operation and Maintenance of the Property. From and after the issuance of a Certificate of Occupancy and for the remaining Term, Developer covenants and agrees to own, use, operate, manage, and maintain the Project and Property in accordance with the applicable terms and conditions of this Agreement (exclusive of any construction covenants that have been previously released under Section 4).

B. Project Name. The official name of the overall Project (for signage, marketing, ticketing, advertising, and all other material purposes) shall include or refer to "Buena Park" in some form or fashion as may reasonably be acceptable to the City Council, such as for example, "Buena Park Boardwalk," but the individual attractions shall not be required to include or reference "Buena Park."

C. Permitted Use. Developer shall restrict and dedicate use of the Property only for the Project and any approved Special Events, except as modifications or changes to the Project are permitted by the Project Entitlements; provided that the primary theme, nature and scope of the Primary Attractions shall not be changed during the Term without an amendment to the Development Agreement. The allowable uses, as well as the density and intensity of such uses, the maximum height and size of proposed buildings, and other terms and conditions applicable to the Property are those set forth in the Project Entitlements, subject to the added covenants, terms and conditions of this Agreement.

D. Special Events. The Parties anticipate the Project will also host a variety of short-term (less than 90 days) entertainment, recreational, educational, or community events or programs, and other temporary special events or uses designed to attract local and regional audiences and to contribute to the Project's status as a destination for entertainment ("Special Events"). Such Special Events shall be permitted on a limited basis and subject to: (1) compliance with generally applicable provisions of the Buena Park Municipal Code, Buena Park Zoning Code, and other applicable laws; (2) necessary permits or approvals from the City or other agencies with jurisdiction; (3) compliance with all safety, security, and regulatory requirements; and (4) City's reasonable discretion regarding event frequency and scheduling.

E. Operating Covenant. With the exception of any Permitted Closure, Developer shall at all times continuously operate the Project with operating hours being not less than seven hours per day and four days per week. Developer acknowledges and agrees that such covenant of continuous operation is a material inducement to City entering into this Agreement and that City would not enter into this Agreement without such inducement. For purposes of the foregoing, "Permitted Closure" means and refers to: (a) in the case of a Primary Attraction, the period of time reasonably necessary to complete upgrades, repairs, or improvements to the Primary Attraction, provided that the permitted closure shall only impact those portions of a Primary Attraction rendered inoperable, inaccessible or unsafe as a necessary result of the work, and provided that the duration of the permitted closure shall be agreed upon by the Parties as a condition to the City's issuance of a building permit for the work; or (b) in the case of any Tenant, on the same grounds as a Primary Attraction (above), or for a period of not more than six (6) months to commence operation of a new Tenant in place of prior Tenant that vacated the space for any reason; (c) weather related closures; (d) Force Majeure; (e) any closure due to a casualty; or (f) any holiday closures.

F. Nature of Project Tenants. In addition to the Primary Attractions, the Project includes several tenant spaces to be occupied by third-party vendors or retailers as depicted on the Plans and Specifications ("Tenants"). The nature of Tenant's land use and business operations must be compatible with the entertainment and family-friendly nature of the Primary Attractions, consistent with the ECSP and applicable laws, and shall not include any of the following: tobacco retailers as defined in Chapter 5.60 of the Buena Park Municipal Code, Nitrous-oxide or Kratom as defined in Chapters 8.54 and 8.58 respectively of the Buena Park Municipal Code, and adult-oriented or sexually explicit businesses or activities such as described in Chapter 5.44 of the Buena Park Municipal Code. Developer will be responsible for taking reasonable action(s) to ensue Tenants' use and occupancy of the Project is consistent with this Agreement and applicable laws.

G. Maintenance Standards. Developer shall maintain the Property, Project, all structures, improvements, landscaping, hardscape, and site amenities in a clean, safe, and well-maintained condition consistent with the standard of a tourist and entertainment facility. Maintenance obligations shall include, without limitation: All building exteriors, facades, roofing, and structural elements shall be maintained free from visible deterioration, peeling paint, cracking finishes, damaged cladding, rust, or other conditions inconsistent with the standard described in the foregoing, subject to standard wear and tear; all signs and lighting fixtures shall be maintained in good working order and consistent with the approved sign program; inoperable or visibly

damaged signage shall be repaired or replaced as soon as practicable following the discovery or notice; all landscaping shall be maintained in a healthy, well-irrigated, and aesthetically pleasing condition, subject to applicable weather conditions which are outside the control of Developer; all hardscape, paving, walkways, and enhanced paving features shall be kept in good repair and free of excessive cracking, fading, or deterioration that is inconsistent with the standard maintained generally by properties located within the ECSP, the California Building Code, or International Property Maintenance Code (IPMC), subject to standard wear and tear; all publicly-accessible interior areas, including themed environments, finishes, fixtures, and furnishings, shall be maintained at a quality level consistent with a quality entertainment attraction, subject to standard wear and tear.

H. Operational and Management Responsibilities. Developer shall, at its sole cost and expense, exercise prudent, commercially reasonable good faith in managing and operating the Project, including by performing or causing to be performed all services, tasks, functions, or other actions that are reasonably necessary to maintain and operate the Project to a standard of quality that comparable to similar entertainment attractions. Without limiting the generality of the foregoing, and by way of example, Developer shall perform or cause to be performed the following:

- 1) Manage, operate, and use the Project, Property, and any improvements, property, equipment or assets ancillary thereto in a manner that will ensure the Project is maintained and operated in the condition and manner required by this Agreement;
- 2) Coordinate, establish and maintain Special Events at the Property, together with calendars and schedules for such Special Events;
- 3) Conduct advertising, licensing, promotional activities, marketing, and public relations, with a view toward maximizing the visibility and reputation of the Project as an entertainment destination;
- 4) Provide or cause to be provided the sale of food, beverages, souvenirs, novelties, and special services or programs;
- 5) Identify, select, employ, train and supervise all staff or personnel, or otherwise contract for all services or work necessary to comply with the management, operation, and maintenance obligations of this Agreement;
- 6) Implement policies and procedures reasonably necessary to keep the Project in good order and condition, and perform such maintenance or repairs the Project (including all furniture, fixtures, equipment, parking lots, landscaped areas and all other properties and assets that are part of the Project) as may be needed to keep the Project in good operating order and professional condition at all times;
- 7) Maintain and operate a security force (e.g., through subcontracts or otherwise) to safeguard the Project and users of the Project; and consult, advise and take other

appropriate actions with respect to the implementation and operation of a computerized security system for the Project;

8) Staff and operate a full-time ticket office at the Project and develop and implement plans and policies for ticket services systems;

9) Oversee and manage parking areas and vehicular circulation to: (a) restrict parking spaces provided by the Project for use employees or patrons of the Project; (b) prevent queuing on public rights-of-ways and negative traffic or parking impacts to adjacent properties; (c) and prevent loitering, littering, or other nuisance-like activities; and

10) Comply with all conditions of approval in the Project Entitlements.

I. General Manager. Developer will provide written notice to City of the general manager responsible for day-to-day operation and management of the Project, and who will serve as the City's primary point of contact for immediate or emergency operational needs or concerns of City or members of the public. The identify of the general manager may be changed in the discretion of Developer and notice to City.

J. Community Benefits. Consistent with the goals, objectives, and visions of the ECSP, the City desires for the Project to be operated and managed in a manner that maximizes entertainment, recreational, educational, employment, and similar opportunities for City Residents and members of the community. For and in consideration for the City's cooperation and assistance described in Section 6, Developer shall operate and manage the Project during the Term in a manner that complies with or provides the following public benefits to the community (cumulatively the "Community Benefits"):

1) Local Source Hiring Preference. Developer will use commercially reasonable efforts to hire qualified employees that are City Residents, to the extent consistent with the law and the demands of Developer's business. In furtherance of the foregoing, Developer agrees to focus advertising for new employment opportunities associated with the Project to City Residents prior to advertising to the broader public for: (a) at least ten (10) days for the initial hiring of employees upon the opening of the Project; and (b) for at least (3) days for any new or vacant employment opportunities arising from time to time after the opening. Developer agrees to encourage Tenants of the Project to comply with the provisions of this subsection. This subsection does not apply positions requiring unique or specialized training or certifications, or to circumstances where delays associated with compliance would create a hardship or be detrimental to Project operations.

2) Local Vender Preference. Developer will make reasonable efforts, in good faith, legal, and a nondiscriminatory manner, to use local vendors, suppliers, or contractors where possible; and Developer agrees to encourage Tenants of the Project to comply with the foregoing. So long as Developer makes the reasonable efforts required by this subsection Developer shall not be deemed to be in violation hereof in the event local vendors, suppliers or contractors are not used.

3) Cooperation With Public Safety. Developer will maintain a communicative and cooperative relationship with the Buena Park Police Department (“BPPD”) and Orange County Fire Authority (“OCFA”), including but not limited to periodic meetings to review operational concerns, security, cooperation in investigations, and communication to the BPPD of suspicious activities on or in the immediate vicinity of the Project. Developer will provide BPPD with (i) an immediate automatic or electronic notification alert to an unauthorized breach of security or an alarm or system failure at the Project; (ii) access to the real-time camera footage in case of an emergency; (iii) recordings of the security camera surveillance tapes for a period not to exceed thirty (30) days within twenty-four (24) hours of a written request; and (iv) the name and phone number of a staff person to notify of suspicious activity during or after operating hours.

4) Community Outreach and Education Programs. Developer will establish and maintain community outreach and mentorship programs with local high school students in areas such as leadership, mentorship, and educational initiatives, and admission scholarships to underprivileged children through its proposed 501c3 non-profit foundation. Additionally, Developer will endeavor to offer youth programming through school field trips, summer camps, and attraction programming, and as is commercially reasonable, education assistance programming (e.g., worker certification assistance), school field trips programs, and internship opportunities with local public schools.

5) Resident and Employee Discounts. From time to time, and as may be financially practicable in the exercise of reasonable business practices, Developer will offer discounted or priority ticketing or programs to City Residents.

6) Conference Room Facilities and Event Space. Subject to availability and reasonable advanced notice, Developer will allow City to utilize conference room facilities included in the Project for governmental purposes once per calendar quarter. In addition, from time to time and as deemed appropriate by Developer, Developer will cooperate in good faith with City to facilitate community or City-sponsored or affiliated events in exterior plaza areas of the Project.

7) Donated Tickets. Developer will provide donations of tickets and annual passes, at Developer’s discretion, to neighborhood organizations, community centers, child-care centers, and other non-profits foundation programming for use with fundraisers.

8) Sensory Programming. Developer will make reasonable good faith efforts to provide programming, certifications, and staff training to assist guests with autism and sensory sensitivity.

9) Environmental Consciousness. Developer will act as a community steward regarding environmental conservation and sustainability, including by managing and operating the Project in a manner that meets or exceeds applicable recycling, waste reduction, or waste diversion requirements of applicable local and state laws, and participation, where commercially reasonable, in community recycling, beautification, and environmental clean-up programs.

10) Good Neighbor Policies. Developer will develop, operate, and maintain the

Project in a manner that is consistent with the lighting, noise, dust, odors, construction hours, traffic and parking, green space, visual features, and other amenities and features detailed in the Project Entitlements that were/are intended to benefit or minimize impacts to nearby properties. Developer will adopt and implement appropriate policies and procedures for receiving, processing, and resolving complaints or concerns from members of the community.

11) Educational Programing and Exhibits. Developer will incorporate and maintain educational programs, information, exhibits, displays, and materials as part of the Primary Attractions in order to foster knowledge and appreciation for nature among youth and the broader public.

6. CITY COOPERATION AND ASSISTANCE

A. City Reimbursements. In consideration and reimbursement for Developer's operation of the Project and provision of the Community Benefits to the public City agrees to pay to Developer an amount not to exceed Fifteen Million Dollars (\$15,000,000.00) during the Term hereof as follows ("City Reimbursements"):

1) An amount not to exceed Ten Million Dollars (\$10,000,000.00) in reimbursement for: (a) the purchase and delivery of movable equipment, furniture, personal property, animal species, and similar items of free standing or movable personal property (excluding any furniture, equipment or fixtures intended to bolted or affixed to real property) that are necessary for operation of the Project in the manner required herein; (b) the offsite fabrication and delivery of specialized materials or structures needed for the Project by a contractor from an offsite facility that is open to the general public; and (c) services and costs associated Project operations such as marketing, advertising, hiring, licenses, insurance, commodities, inventory, and similar pre-opening operating expenses. Qualifying costs and expenses exclude installation or construction work completed on the Property. Such qualifying costs and expenses incurred by Developer between the Effective Date and the Certificate of Occupancy will be reimbursed by City upon Developer's submission of a qualifying third-party invoice and supporting documentation reasonably satisfactory to City.

2) An amount equal to Five Million Dollars (\$5,000,000.00) in reimbursement and consideration to Developer for the ongoing Community Benefits to be provided by Developer as part of the Project, to be paid as follows: (a) Two Million Dollars (\$2,000,000.00) on the first anniversary of the Certificate of Occupancy; (b) One Million Dollars (\$1,000,000.00) on the second anniversary of the Certificate of Occupancy; (c) One Million Dollars (\$1,000,000.00) on the third anniversary of the Certificate of Occupancy; and (d) One Million Dollars (\$1,000,000.00) on the fourth anniversary of the Certificate of Occupancy.

3) Limitations / Offsets / Reductions. City Reimbursements are intended to be reimbursements or consideration for the Community Benefits provided by the Project and Developer's operation thereof consistent with this Agreement, and will not be used to pay or reimburse construction or installation costs incurred by Developer. If a particular parcel of land or building within the Project is not used for a lawful purpose, or if a Primary Attraction is fails to or ceases to operate for a period of six months (6) months, with the exception of Permitted Closures,

then any City Reimbursements then-due and owing shall be reduced by a percentage equal to the proportional square footage of the offending area when compared to the aggregate building area of all structures on site. The foregoing shall not apply to the extent performance is hindered or delayed by Force Majeure or the direct acts or omissions of City

4) Condition Precedent to City Payments. City's obligation to pay or remit the City Reimbursements to Developer, in whole or in part, shall be conditioned upon and subject to each of the following being true at the time the payment is requested or due. A City Reimbursement may be suspended until Developer demonstrates compliance with each of the following, and City Reimbursements will terminate upon any termination of this Agreement for a default of Developer described in Section 11.B or 11.C, subject to notice and cure periods set forth in said sections:

a) Developer is in compliance with all material terms of this Agreement and not in Default, beyond any notice and cure period, including but not limited to terms of this Agreement associated with Community Benefits, and maintenance and operation of the Project;

b) Developer and all applicable Tenants have timely filed required returns and remitted payment of sales and use tax, property tax, possessory interest tax, and/or other applicable taxes, assessments, or any other sources of revenue required to be remitted to a taxing entity with jurisdiction;

c) Developer acknowledges that the City Payments are contingent on actual business operations, compliance with applicable laws, the City's discretion to not predetermine required findings or pre-commit to legislative acts, and future legislative frameworks; and

d) Developer shall be in compliance with any and all laws applicable to Property or Project, and will promptly take action(s) necessary to become compliance following any notice of noncompliance.

B. Reimbursement for Public Improvements. Consistent with the conditions of approval for the Project Entitlements, Developer will complete certain improvements located in, or directly adjacent to, the City's public right of way along Beach Boulevard and the eastern boundary of the Property. City agrees to reimburse Developer an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) for the cost of such public improvements upon Developer's submission of a qualifying third-party invoice and supporting documentation reasonably satisfactory to City, and evidence that such work was completed in accordance with applicable provisions of the California Labor Code (i.e. the Prevailing Wage Laws) governing the completing of public works, including but not limited to the payment of prevailing wages for such work.

C. Zoning and Land Use Support. City will cooperate with Developer in the processing of any required CEQA documentation and land use entitlements for the Project, and reasonably work with Developer to recommend to the City Council, zoning amendments, signage approvals, or municipal code modifications reasonably necessary for the Project, including modifications to

noise regulations, signage programs, and similar measures required to allow full realization of the Project; provided that Developer is solely and exclusively responsible for any and all costs or expenses of necessary applications, permits and approvals.

D. Marketing Cooperation. City agrees to support and cooperate on Project name recognition, marketing, and branding by: (1) incorporating the Project into City marketing materials, signage, wayfinding, and official communications; (2) coordinating exclusively with Developer on brand rollout, messaging, and public-facing use; and (3) other reasonable non-monetary requests as may be approved in the reasonable discretion of the City Manager from time to time.

E. No Pre-Commitment by the City. By its execution of this Agreement, the City is not committing itself to or agreeing to undertake any activity requiring the subsequent exercise of discretion by the City, or any department thereof, including but not limited to: any future proposal, amendment, or approval of any land use regulation governing the Project or Property; the provision of any financial assistance for the development of any public or private interest in real property; the City's future budgets and associated fiscal decisions; the acquisition, conveyance, or sale of real property; or any other such activity.

7. **INDEMNIFICATION.** For and in consideration for the rights and privileges granted hereunder, Developer shall defend (with counsel selected by the City), indemnify, and hold harmless City and its officials, officers, employees, agents, and volunteers (collectively including City the "Indemnitees") from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising directly or indirectly out of (i) the construction, operation, or maintenance of the Project or Property; and (ii) any causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, caused in whole or in part by the willful misconduct or negligent acts or omissions of Developer or its employees, subcontractors, or agents. The foregoing obligation of Developer shall not apply when the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or Indemnitees and the Indemnitee(s) shall, defend, indemnify and hold Developer harmless from all liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities under California or federal law for such intentional misconduct and/or gross negligence. It is understood that the duty of Developer to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements for any Agreements or actions related to the Project do not relieve Developer or Owner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies have been determined to apply. By execution of this Agreement, Developer and City acknowledge and agree to the provisions of this Section and that it is a material element of consideration. The obligations under this Section shall survive the expiration or termination of this Agreement.

8. **INSURANCE.** In order to protect Indemnitees against any and all claims and liability for death, injury, loss and damage resulting from Developer's actions in connection with this Agreement, the Property, or the Project, Developer shall secure and maintain the insurance

coverage in the types and amounts described in this Section. Developer shall pay any deductibles and self-insured retentions under all such insurance policies issued in satisfaction of the terms of this Agreement. Developer shall maintain all such insurance policies for the entire Term of this Agreement, with the exception of those policies relating to design and construction of the Project which shall be maintained until issuance of the Certificate of Occupancy. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the Developer.

A. Workers' Compensation Insurance. Developer shall submit written proof that Developer is insured against employer's liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. Said policy shall provide for indemnification of the employer against direct or contingent loss or liability for damages for bodily and personal injury or disease of an employee. Said policy shall provide coverage in the minimum liability limits of \$1,000,000 per accident for bodily injury and disease. To the extent applicable, by executing this Agreement, 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 Project."

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 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, Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation maintained pursuant to this section shall contain a full waiver of subrogation clause in favor of the Indemnitees.

B. Commercial General Liability Insurance and Property Damage. Commencing upon issuance of the first certificate of occupancy for any building included in the Project and continuing throughout the remaining Term, Developer shall procure and maintain, submit written proof to City upon request, a standard comprehensive general public liability and property damage policy or policies, including general liability, liquor liability, automobile liability, in protection of the Developer and Indemnitees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of the Property. Said policy or policies shall provide coverage in the minimum liability limits of \$10,000,000 for personal injury or damage to property resulting from each accident or event (subject to a deductible of not to exceed \$500,000). The general aggregate limit shall be not less than Twenty Million Dollars (\$20,000,000) unless a Ten Million Dollars (\$10,000,000) per location aggregate limit is provided by separate endorsement. Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to the aggregate

minimum liability limits set forth herein. The Developer and Indemnitees are to be covered as additional insureds on the policy with respect to use or operation of the Property, including materials, parts, or equipment furnished in connection with such use or operation. General liability coverage can be provided in the form of an endorsement to Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

C. Architectural / Engineering Services. If 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, 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 TWO MILLION DOLLARS (\$2,000,000) per incident and not less than TWO MILLION DOLLARS (\$2,000,000) aggregate.

D. Hazard Insurance. Commencing upon issuance of the first certificate of occupancy for any building included in the Project and continuing throughout the remaining Term, Developer shall maintain a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage" in the full replacement value of the Project, excluding flood and earthquake; provided, however, that an earthquake and flood rider shall be purchased for the Property if such coverage is available at a reasonable cost. This policy or policies may be in the form of a builder's risk policy providing coverage in an amount not less than the construction costs expended for the Project until such time as the Project is complete and available for use and occupancy and thereafter shall be maintained in an amount not less than the full replacement value of the Project, subject to a "deductible Clause" of not to exceed \$500,000 for any one loss or, in the case of a flood or earthquake rider, ten percent (10%) of the coverage obtained. The term "full replacement value" as used in this section shall mean the actual replacement cost of the improvements located on the Property (including the cost of restoring the surface of the Property, but excluding the cost of restoring trees, plants and shrubs).

E. Contractors and Subcontractor Insurance. During the construction of the Project, Developer shall require that each contractor performing work maintain the following insurance coverage, as specified below, at all times during the performance of said work, or Developer shall provide for such contractors "wrap" coverage, as specified below, at all times during the performance of said work:

1) 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 Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others; and

2) 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. Such automobile liability insurance shall be provided by a business or commercial vehicle policy.

2) General Insurance Provisions.

1) Any insurance coverage required under this Agreement shall be written on an occurrence basis. The applicable certificate of insurance must clearly provide that the coverage is on an “occurrence” basis. The requirements of this Section shall survive any expiration or termination of this Agreement.

2) Receipt by 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.

3) All of the insurance coverage required under this Section shall be maintained by Developer or its contractors, as required by the terms of this Agreement, and shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to 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. 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.

4) All insurance to be obtained and maintained by Developer under this Section 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-7” rating. Developer will not accept self-insurance in satisfaction of the insurance requirements of this Section.

5) All insurance obtained and maintained by Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the Additional Insureds.

6) Insurance coverage in the minimum amounts set forth in this Section shall not be construed to relieve 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.

7) Failure by Developer to maintain all insurance coverage required by this Section in effect shall be an event of default by Developer, if such is not cured within thirty (30) days following written notice from the City. City, at its sole option, may exercise any remedy available to them in connection with such an event of default, beyond the applicable notice and cure period(s). Alternatively, City may, at its sole option, purchase any such required insurance coverage and City shall be entitled to immediate payment from Developer for any premiums and associated costs paid by City for such insurance coverage. Any election by City to purchase or not to purchase insurance otherwise required to be carried by Developer shall not relieve Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement.

8) Payment of Insurance Proceeds. Proceeds of any policies of liability insurance required above shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

9) Cooperation. Each Party shall cooperate with the other Party, each at their own expense, in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section.

3) Waiver of Subrogation. City and Developer hereby release each other from any and all liability for loss, damage or injury to the property of the other in or about the Property or the Project which is caused by or results from a peril or event or happening which is covered by insurance actually carried and in force at the time of the loss by the party sustaining such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced.

C. Damage to Project During Term. If, during the Term, the Project is damaged or destroyed by fire, casualty or any cause whatsoever, either in whole or in part, the proceeds of all insurance on the Property required by this Agreement shall be paid and applied to replace or repair the Project or an alternative development consistent and approved in accordance with the ECSP, subject to the provisions of Section 8.B(8) above and the requirements or interests of Developer's lenders, investors or other financial obligations relating to or arising from the Project or Property at the time of such damage.

9. ASSIGNMENT AND TRANSFERS.

A. Developer acknowledges that the identity of Developer is of particular concern to City, and it is because of Developer's identity that City has entered into this Agreement with Developer. Except for any Assignment expressly permitted in this Section 9 (on the terms and subject to the conditions set forth above), or otherwise expressly approved in writing by City pursuant to this Section 9, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement. Documents shall be submitted to counsel designated by City.

B. Without City's prior written consent, which consent may be given or withheld in City's sole and absolute discretion, Developer shall not sell, assign, transfer, mortgage, lease, hypothecate, encumber or convey (collectively an "Assignment") the Property, Project, or any portion thereof or interest therein, or any of Developer's rights or obligations hereunder, at any time prior to expiration of the Term; except for a Deed of Trust securing Construction Funds as permitted herein, or service contracts relating to Project operations, maintenance, and similar functions.

C. Notwithstanding the foregoing or any other contrary provision in this Agreement, the following Assignments shall not be prohibited and will be permitted on the terms and conditions set forth:

1) Upon ten (10) days written notice to City, Developer may, at any time during the Term, transfer direct or indirect ownership interests in Developer upon prior written notice to City, provided that Ran Knishinsky, Adi Knishinsky and/or Amram Knishinsky, or their estate, retain at least majority control of business operations and business decision making authority for the Project, as shown by reasonable evidence delivered to City prior to the applicable transfer.

2) Developer may lease spaces to Tenants or accommodate Special Events for the uses contemplated in this Agreement for the area of the Project so leased or occupied, without need for approval by or prior notice to City, except to the extent permits or approvals may be required from City, acting in its capacity as a governmental or regulatory agency, such as a Temporary Use Permit under Chapter 19.1004 of Title 19 of the Buena Park Municipal Code.

3) Anytime following the seventh anniversary of the Certificate of Occupancy, provided the Purchase Note has first been fully repaid and the Purchase Note Deed of Trust fully released and reconveyed, and so long as Developer is not then in Default of this Agreement, Developer may sell, assign, convey, or otherwise transfer the Property and Project, in their entirety, to any third-party purchaser, successor, or assignee, upon at least thirty (30) days written notice to and consent of City, which may not be unreasonably withheld provided that Developer first demonstrates to City's reasonable satisfaction that the proposed assignee (by and through its principals, executives, owners, or managers): (a) has at least at ten (10) years' experience and positive performance record for operating, owning, or managing an entertainment or mixed-use project that is reasonably comparable to the Project in terms of size, purpose, and primary uses; (b) possesses or has the ability to acquire the requisite federal, state, and local permits, licenses, or approvals needed to operate the Project; (c) has sufficient financial assets and capacity (in the form of available cash, loans, credit, or other form of immediately available funds) to own, maintain, and operate the Project consistent with the terms and conditions of this Agreement; and (d) has executed an assumption and assignment, in a form approved by the City Attorney, of all Developer's obligations under this Agreement, the Development Agreement, and the REA.

10. PARTY REPRESENTATIONS

A. Developer Representations. Developer represents, warrants and covenants to City as follows:

1) Authority. Developer is a Limited Liability Company in the State of Arizona and is now and shall remain for the duration of this Agreement in good standing under the Laws of the State of Arizona and qualified to do business in the State of California. The copies of the documents evidencing the organization of Developer that have been delivered to City are true and complete copies of the originals, as amended to the Effective Date. Developer has full right, power and lawful authority to undertake all of its obligations as provided herein, the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer, each and all of the persons signing on behalf of Developer are authorized to do so, and such execution is binding upon Developer.

2) Covenant to Pursue Project. Upon and after the Effective Date, Developer will diligently and without interruption pursue the development, construction, and opening of the

Project within the time period specified in the Schedule of Performance, subject to Force Majeure and delays caused by the acts or omissions of City.

3) Reputable Contractor(s). Developer has retained a qualified, responsible, and reputable general contractor to undertake construction of the Project that is: licensed in California and possesses such other licenses and certifications as may be required by law or regulation to develop the Project; experienced in constructing the type of improvements constituting the Project; and has entered into a written contract with Developer to undertake construction of the Project on terms consistent with this Agreement, provided this Section shall not limit the Developer's right to terminate and replace such general contractor during the Project with a new general contractor that satisfies this Section.

4) Cooperation. Developer has or will authorize, execute and deliver, within the times set forth therefore in the Schedule of Performance any and all other agreements and documents required to be authorized, executed and delivered by Developer in order to carry out and perform Developer's obligations hereunder, subject to Force Majeure and delays caused by the acts or omissions of City.

5) Miscellaneous Property Rights. Developer has or will secure all franchise, licensing, intellectual property, or similar rights necessary to develop and operate the Project;

6) Capacity. Developer possesses or has secured adequate financial resources and capacity, and has the skill and experience needed to develop and operate the Project. Developer recognizes that the unique qualifications, experience and identity of Developer's principals are of particular concern to City and that it is because of such qualifications, experience and identity that City is entering into this Agreement with Developer.

7) No Improper Purpose. Developer is entering into this Agreement for the purpose of developing and operating the Project and for no other development or real estate purpose, including but not limited to speculation in land holding, land banking, or other similar purpose.

8) No Conflict. To the Developer's actual knowledge, Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound. To the Developer's actual knowledge, Developer covenants that it and its shareholders or principles are in compliance with and will provide all required disclosures under all conflict of interest laws including, but not limited to, Government Code § 1090, the Political Reform Act (Government Code §81000 *et seq.*), the Levine Act (Government Code § 84308) and campaign contribution and disclosure laws.

9) No Bankruptcy. Developer is not the subject of a bankruptcy proceeding or in the process of filing for any bankruptcy protection.

10) No Litigation. There are no claims, causes of action or other litigation or proceedings pending or threatened against Developer that would affect Developer's ability to undertake and satisfy all of its obligations pursuant to this Agreement.

B. City Representations. City represents, warrants and covenants to Developer as follows:

1. Authority. City is a California municipal corporation in good standing under the Laws of the State of California and qualified to do business in California. City has full right, power and lawful authority to undertake all of its obligations as provided herein, the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City, each and all of the persons signing on behalf of City are authorized to do so, and such execution is binding upon City.

2. Cooperation. City has or will authorize, execute and deliver, within the times set forth in the Schedule of Performance, any and all other agreements and documents required to be authorized, executed and delivered by City in order to carry out, give effect to this Agreement, or are necessary for Developer to perform its obligations hereunder.

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

4. No Bankruptcy. City is not the subject of a bankruptcy proceeding or in the process of filing for any bankruptcy protection.

5. No Litigation. There are no claims, causes of action or other litigation or proceedings pending or threatened against City of which Developer is not aware that would affect City's ability to undertake and satisfy all of its obligations pursuant to this Agreement.

C. Truth of Representations and Warranties. Each Party shall, upon learning of any material fact or condition which would cause any of the warranties and representations made by them in this Section not to be true, give written notice within fourteen (14) days of such fact or condition to the other Party.

11. DISPUTES, DEFAULT AND REMEDIES

A. Dispute Resolution.

1) Good Faith Negotiations. Prior to initiating any legal action, each Party will make reasonable efforts to meet and confer in good faith with the other Party in an attempt to resolve any disputes arising out of or relating to this Agreement. A Party's meet and confer efforts may commence and expire contemporary with the notice and cure periods associated with the applicable default.

2) Mediation. If the Parties are unable to resolve a dispute through direct negotiation, the Parties may voluntarily participate in a non-binding mediation conducted by a mediator mutually selected by the Parties after consultation with their respective legal counsel. Each Party shall bear its own attorneys' fees and costs associated with the mediation, and the Parties shall share equally the mediator's fees.

3) Litigation. If a dispute is not resolved through good faith negotiations or mediation, if and as applicable, either Party may commence litigation.

4) Government Claims Act; Immunities. Nothing in this paragraph is intended or shall be deemed a waiver of any immunities, defenses, or procedural requirements under the California Government Claims Act, Buena Park Municipal Code, or other applicable laws.

B. Developer Breach Prior to Certificate of Occupancy. If, prior to a Certificate of Occupancy, Developer fails or declines to pursue construction, development, and opening of the Project as required by this Agreement, and fails to cure such breach within forty-five (45) days' written notice from City, or if the cure takes longer than 45 days, if Developer has not commenced the cure within said 45 days and diligently pursues the cure without interruption until complete, then, in addition to pursuing any other rights or remedies which City may have at law or in equity, City may, at City's option, exercise the right and option to repurchase, reenter, and repossess the Property described hereinbelow by providing written notice to Developer of such exercise. The City's right and option in this section shall expire upon issuance of a Certificate of Occupancy and may be signified by recording a release of construction covenants as described in Section 4.L.

1) Option to Repurchase; Reenter and Repossess. Upon an uncured default of Developer arising prior to a Certificate of Occupancy, City shall have an option to repurchase, reenter and take possession of any portion of the Property then owned by Developer with the Project and all other improvements then-existing thereon. From and after the issuance of a Certificate of Occupancy for the Project the remedies set forth in this subsection shall no longer be available to City under any circumstance. The issuance of a Certificate of Occupancy or recorded Release of Construction Covenants shall be conclusive evidence that the rights and options under this section have been expired and been terminated.

2) Priority of City Rights. City's rights and option in this section shall be subordinate, subject to, and limited by, and shall not defeat, render invalid or limit, any Deed of Trust permitted by this Agreement or any rights or interest provided in this Agreement for the protection of a Lender.

3) Cost to Exercise. To exercise its rights and option in this section, City shall pay to Developer by wire or cashier's check an amount equal to:

(a) The purchase price paid by the Developer for the Property set forth in the Purchase and Sale Agreement; plus

(b) The reasonable, documented costs actually expended by Developer in demolishing existing improvements and completing earthwork in preparation for constructing foundations for the Project; less

(c) The reasonable documented costs actually expended by City in demolishing the Project or other improvements, or any portion thereof desired by City to be demolished, made or installed to the Property by Developer after the Effective Date; less

(c) Any gains or income withdrawn or made by Developer from the Property; less

(d) The value of any unpaid liens or encumbrances on the Property which City assumes or takes title subject to said encumbrances.

C. Developer Breach After Certificate of Occupancy. If, after receipt of a Certificate of Occupancy and prior to expiration of the Term, Developer fails or declines to own, use, operate, manage, and maintain the Project and Property in accordance with the applicable terms and conditions of this Agreement, and fails to cure such breach within 45 days' written notice from City, or if the cure takes longer than 45 days, if Developer has not commenced the cure within said 45 days and diligently pursues the cure without interruption until complete, then, in addition to pursuing any other rights or remedies which City may have at law or in equity, including but not limited to an action for specific performance, City may issue written notice suspending or terminating any or all remaining City Payments that may be due under Section 6, and such action shall have no impact on the continuing enforceability of the remaining provisions of this Agreement nor limit or relieve Developer of its continuing obligation to comply with any and all such terms.

D. Breach by City. If, at any time during the Term, City fails or declines to perform any obligation arising under this Agreement, and fails to cure such breach within 45 days' written notice from Developer, or if the cure takes longer than 45 days, if City has not commenced the cure within said 45 days and diligently pursues the cure without interruption until complete, then, Developer may pursue any and all rights it may have at law or in equity, including but not limited to an action for specific performance.

E. No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement or provided for under any applicable law, neither Party shall, in any event, be liable to the other Party, either in contract, tort or otherwise, for any consequential, incidental, indirect, special or punitive damages from such other person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the default or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other Party in advance or could have been reasonably foreseen by such other Party.

F. No Liability For Party Officials or Employees. No member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach of this Agreement or for any amount which may become due to a Party or its successor hereunder.

12. MISCELLANEOUS

A. Obligation to Refrain from Discrimination. Throughout the entire Term of this Agreement, Developer covenants and agrees that, in compliance with applicable law, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, transfer, use, occupancy, tenure or enjoyment of the Project, and Developer (itself and any person claiming under or through Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of vendors of the Project or any portion thereof.

B. Taxes and Assessments; Liens. During the term of this Agreement, Developer shall pay or cause to be paid when due all real estate taxes and assessments associated with the Property. Developer shall not default of any recorded encumbrance or lien that is secured by the Property, including but not limited to any mortgage, trust deed, tax lien, contractor lien, or other similar recorded instrument, and shall promptly remove or duly satisfy any such recorded lien within a reasonable time but in all instances prior to a sale thereunder. Notwithstanding the foregoing, Developer may in good faith contest the validity or grant of any recorded lien or tax assessment, provided that notice of such intent to contest is provided to the City and any payment due shall be made immediately upon final resolution of any such contest or as may otherwise be required by law.

C. Compliance With Laws. At all times during the Term, Developer shall own, develop, operate, manage, and maintain the Property and Project in accordance with all applicable local, state and federal laws and regulation. Developer shall obtain all necessary licenses, permits, or other approvals necessary to develop, use, and operate the Property as described herein. Developer shall not engage or permit any activities or conditions to exist on the Property that are illegal or which constitute a public nuisance as defined with reference to local or state law.

D. Permitted Delays. Neither Party shall be deemed in default and performance shall be excused where delays or defaults are caused unavoidably and beyond the reasonable control of the Party seeking the delay by a Force Majeure event. An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer.

E. Estoppel. City shall from time to time, within 15 days following the receipt of a request by Developer or a Lender with a Deed of Trust secured by the Property, deliver to Developer or such Lender a written statement executed by City in form and substance reasonably satisfactory to Developer and such Lender, (i) stating that this Agreement is in full force and effect and has not been modified or amended (or if modified or amended, setting forth all modifications and amendments), (ii) stating whether or not to the best knowledge of City, Developer is in default

under this Agreement and if Developer is in default, setting forth the specific nature of all such defaults, and (iii) as to any other matters reasonably requested by Developer or such Lender. City acknowledges that any statement delivered pursuant to this paragraph may be relied upon by any purchaser or owner of all or a portion of the Property and/or any improvements thereon or by a Lender or by any assignee of such Lender or anyone claiming by, under or through such Lender.

F. No Partnership or "Agency" Relationship Created. In performing this Agreement, each Party is an independent contractor of the other Party and neither Party is the agent or "partner" of the other Party. Neither Party assumes any responsibility or liability for the other Party's conduct or performance of this Agreement or with respect to the development, operation, maintenance or management of the Project or Property.

G. Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, shall promptly execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement. Each Party shall cooperate with and assist the other Party, to the extent legally feasible, to achieve the full purpose and intent of this Agreement. Such cooperation shall extend to all necessary and appropriate utility provider or governmental approvals, consents, or permits. Neither Party will unreasonably delay, withhold or unreasonably condition any future action or approval which may be necessary to develop and operate the Project, provided that the other Party reasonably and satisfactorily complies with all preliminary procedures, actions, payments of fees, and criteria generally required of it as a condition to the other's performance.

H. Authority to Act. Except as may be otherwise specifically provided herein or limited by law, whenever any approval, notice, direction, consent or request by a Party is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager, if on behalf of City, or by the General Manager, if on behalf of Developer.

I. Notices. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different complete address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To City:

City of Buena Park
Buena Park City Hall
ATTN: City Manager

6650 Beach Boulevard
Buena Park CA 90622

With Copy To: Buena Park City Attorney
6650 Beach Boulevard
Buena Park CA 90622

To Developer: Buena Park Boardwalk, LLC
9500 E Via de Ventura, Suite E100
Scottsdale, AZ 85256
Attn: Adi Knishinsky

J. Books and Records. Both Parties shall maintain or cause to be maintained complete and accurate books, records, and documents documenting performance of their respective obligations under this Agreement for a period of three (3) years after the Term. Upon reasonable advance notice, each Party shall have the right to review, inspect, or copy such books and records of the other Party at any time during the Term, or three (3) years after the expiration of the Term. All examinations or inspections shall be conducted during normal business hours.

K. Recording. This Agreement or a memorandum thereof shall be recorded as a condition of and at the Closing of Escrow pursuant to the Purchase Agreement and shall be recorded junior only to the grant deed by which Developer takes title, except as subordination to liens securing Construction Funds as contemplated herein or the Purchase Agreement. Upon the expiration or termination of the terms of this Agreement, upon the request of the Developer, City will execute and deliver to Developer, in recordable form, an instrument confirming that the provisions of this Agreement have expired.

L. Binding on Successors. This Agreement shall run with the Property and shall bind, and the benefits and burdens hereof shall inure to, the respective Parties hereto and their legal representatives, executors, administrators, successors and assigns

M. Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records of Orange County.

N. No Waiver. Any waiver by a Party of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by a Party to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by a Party to require strict performance by the other Party of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder, shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

O. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

P. Attorneys' Fees. In any court proceedings arising from the enforcement or to interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the sound discretion of the court.

Q. Partial Invalidity. If any provisions of this Agreement is to be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court.

R. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

S. Integrated Agreement. This Agreement consists of this Agreement together with all Exhibits attached hereto, and referenced documents, and all of the same are hereby incorporated herein by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits or incorporated documents, or in any other agreement between the parties. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

T. Costs and Expenses in Preparing Agreement. Each Party shall be responsible for payment of its costs, including but not limited to attorney's fees, with respect to negotiation and preparation of this Agreement.

U. Counterparts. This Agreement may be executed in multiple counterparts and delivered as originals, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

V. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

W. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties and, to the extent this Agreement constitutes escrow instructions, the Title Company.

X. Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement),

under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

Y. Authorized Signatories. The Parties warrant and represent to each other that each Party has caused this Agreement to be executed by and through their duly authorized representatives set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement and Declaration of Restrictive Covenants as of the date first written above.

[NOTARIZED SIGNATURES TO BE ADDED]

Exhibit "A" – OPA

Legal Description of Property

PARCEL 1: (APN 136-203-40)

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 449.50 FEET OF THE SOUTH 62430 FEET OF THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2.1 TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY DE-BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 2435, AS PER MAP RECORDED IN BOOK 111, PAGES 13 TO 16 INCLUSIVE OF SAID MISCELLANEOUS MAPS.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED DECEMBER 26, 1997 AS INSTRUMENT NO. 97-664764 OF OFFICIAL RECORDS.

PARCEL 2: (APN'S: 136-211-57 AND 136-211-64)

THE SOUTH 175 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN A DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-375668 OF OFFICIAL RECORDS.

Exhibit B – OPA

EXHIBIT “F” - PSA
SCHEDULE OF PERFORMANCE

	<u>Item To Be Performed</u>	<u>Time to Perform / Deadline</u>	<u>Agreement Reference</u>
1.	Closing of Escrow (Outside Closing Date)	Effective Date + 365 days	4.D
2.	Building Permit Issuance	Close of Escrow + 30 days	4.G
3.	Construction Start	Close of Escrow + 60 days	4.G
4.	Construction Complete / Certificate of Completion Issued	Construction Start + 24 months	4.G



City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING POLICE DEPARTMENT CRIME DATA AND REPORTING

PREPARED BY	PRESENTED BY
Brad Geyer, Interim Police Chief	Brad Geyer, Interim Police Chief
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Brad Geyer, Interim Police Chief	Aaron France, City Manager

DISCUSSION

City Council Member Ahn requested this study session discussion to provide the City Council with a comprehensive overview of available crime data, trends, performance metrics, and reporting options. The goal is to determine the most effective format and frequency for ongoing Police Department report-outs to the City Council and community.

Crime data allows the Police Department and the public to identify trends, measure departmental performance, ensure compliance with federal and state requirements, and support data-driven deployment of resources to areas of greatest need. Geographic breakdowns by jurisdictional beat, City Council District, and specified neighborhoods also promote transparency and workload equity.

Key elements include:

- Crime Data by City Council District – Officer-initiated activity and Part 1 crimes.
- Crime Mapping – Visual tools showing crime locations to assess beat equity and inform residents.
- Crime Rate – Part I crimes per 1,000 residents
- Response Times – Priority call performance comparisons, demonstrating improvements, and the importance of adequate staffing.

The meeting presentation will include supporting maps and visuals to illustrate current conditions and trends. Police Department staff is seeking guidance from the City Council on further direction on an upcoming report-out in October 2026 for National Crime Prevention Month.



July 14, 2026
STUDY SESSION
Item No. 9B.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING A THREE-DAY KOREAN FOOD FESTIVAL IN SPRING OF 2027 IN PARTNERSHIP WITH HUGH ENTERTAINMENT

PREPARED BY	PRESENTED BY
Jim Box, Director of Community Services	Jim Box, Director of Community Services
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Jim Box, Director of Community Services	Aaron France, City Manager

DISCUSSION

Staff recommends that the City Council review and provide direction regarding a proposed partnership with Hugh Entertainment to host a three-day Korean Food Festival in April or May 2027 at Hope School. Approval would authorize staff to begin event planning, coordination, and agreement negotiations.

In the fall of 2025, Hugh Entertainment approached City staff regarding a potential partnership to host a three-day Korean Food Festival in April or May 2027 at either Boisseranc Park or Peak Park. The proposed event aims to celebrate Korean culture through cuisine, entertainment, and commerce while fostering community engagement and regional tourism.

The festival is designed to blend traditional Korean heritage with California's diverse and vibrant community, promoting cultural exchange and supporting local businesses. The event is expected to feature approximately 150 booths and attract an estimated 60,000 attendees, providing a high-quality, family-friendly experience for residents and visitors alike.

During the study session on April 14, 2026, the City Council directed staff to return with additional information regarding the proposed Korean Food Festival, including a parking assessment, a more detailed budget, and potential community benefits to the City of Buena Park.

Following the City Council's direction, City staff continued discussions with Hugh Entertainment and evaluated alternative venue options to better accommodate the anticipated attendance and operational needs of the event. The proposed three-day Korean Food Festival is tentatively scheduled for April or May 2027 with operating hours of 10 am to 9 pm.

After further evaluation, staff believes Hope School, located at 7901 Knott Avenue and owned/operated by Anaheim Union High School District (AUHSD), might be a better option than either of the two City parks explored previously. On June 24, 2026, City staff that included Community Services and Public Works personnel conducted a site visit with Mr. Hugh of Hugh Entertainment and Council Member Ahn to assess the site's suitability for the event.

A key concern expressed by the City Council during previous discussions was the availability of parking, the potential impacts on the surrounding community, and whether the proposed venue could adequately accommodate the anticipated attendance of approximately 60,000 visitors over the three-day event.

Based on staff's site evaluation and discussions with Hugh Entertainment, approximately 900 parking spaces are available in the immediate area through a combination of the Hope School parking lot, the Southern California Edison (SCE) easement property, the Boys & Girls Club property, Peak Park parking along El Dorado and El Monte, and the Ehlers Event Center. Utilization of the Ehlers Event Center parking lot would require shuttle service to transport attendees to and from the event site. Given the anticipated attendance of approximately 15,000 to 20,000 visitors per day, some impact to surrounding residential street parking would also be expected. Overall, the school site provides ample space for event operations, vendor areas, entertainment venues, pedestrian circulation, and vendor parking.

On July 7, 2026, City staff met with the Orange County Fire Authority (OCFA) to review the proposed event layout and operational plans from a public safety perspective. Based on their preliminary review, OCFA indicated that it does not anticipate any insurmountable safety concerns associated with hosting the event at the school site. However, OCFA emphasized the importance of ensuring adequate infrastructure and emergency preparedness measures, including sufficient generator capacity, reliable water and power access, multiple emergency access points to safely accommodate the anticipated daily attendance of approximately 15,000 to 20,000 visitors, and temporary fencing to secure the school campus and restrict public access to non-event areas. These considerations will be incorporated into the event operations and site planning process, should the event be approved by Council.

The Hope School site offers several advantages, including:

- On-site parking for attendees, vendors and performers.
- Additional parking availability across the street on the SCE easement property.
- Adequate space to accommodate food vendors, cultural exhibits, entertainment stage.
- Reduced operational and community impacts compared to previously considered locations.
- Limited noise impacts to surrounding residential neighborhoods. Residential homes are located primarily along the western boundary of the school site, while the remaining perimeter is bordered by non-residential uses. This site configuration provides greater separation between event activities and nearby residences compared to other locations considered.
- Existing perimeter fencing surrounding the school campus, which will assist with event security, crowd control, and access management. The existing fencing infrastructure may reduce the amount of temporary fencing required for the event.

As City Council is aware, the Hope School site is currently in transition, with proposals for redevelopment of the school site recently submitted. AUHSD staff have indicated the selection and entitlement process for the redevelopment of the school site will be somewhat lengthy and shouldn't impact an event that occurs during the first half of 2027. However, an event beyond 2027 would likely be in question due to redevelopment opportunities currently being reviewed by the school district, and an uncertain construction start date for the project.

Hugh Entertainment has been made aware of, and has expressed a willingness to assume, the responsibilities and associated costs related to the event, including the following:

- Event programming, production, and overall event coordination
- Vendor recruitment and management, including food and merchandise vendors
- Entertainment booking, scheduling, and coordination of cultural performances
- Event marketing, publicity, and promotional efforts
- Obtaining all required health permits and approvals
- Recruiting and managing food and merchandise vendors
- Renting and installing canopies, booths, tables, chairs, and related event infrastructure
- Securing sponsorship and partnership opportunities to support the event

In alignment with the City Council's direction to provide a meaningful community benefit for the City of Buena Park as a result of this three-day festival, Hugh Entertainment has committed to making a charitable donation to a local Buena Park non-profit organization, with the amount of the donation contingent upon the revenue generated from the event.

The City would be responsible for the following services and support related to the event:

- Providing the event stage
- Securing and reserving the event venue
- Connecting Hugh Entertainment with the Orange County Health Care Agency to obtain necessary permits and approvals
- Providing public safety services throughout the event
- Providing portable restrooms
- Providing event security and traffic control
- Assisting Hugh Entertainment with local sponsorship and community partnership connections

Budget Impact

ITEM	ESTIMATED COSTS	COMMENTS
Overtime (PD)	\$60,000	Police personnel and traffic control for all 3 days
Overtime (PW)	\$60,000	Site preparation before event, stage set up, restrooms and trash maintenance during event, post event clean-up
Community Services Staffing	\$13,000	Staffing for all parking lots, assist with event coordination, CSD booth
Portable Restrooms	\$8,000	12 portable restrooms
Light Towers (3)	\$4,500	Rental of light towers for vendor, stage and food areas
Electrical Needs	\$10,000	Spider boxes and electrical cords for entire event
Generators (3)	\$8,000	Generators for vendor, stage and food areas
Fencing	\$5,000	Rental of fencing
Misc. Hardware/Event Supplies	\$10,000	Wood chips, plywood, dirt, tools, etc.
Event Signage	\$5,000	Directional signage for parking and event signage
ESTIMATED TOTAL:	\$183,500	

If approved, staff will:

1. Initiate formal agreement negotiations with Hugh Entertainment
2. Initiate a formal use agreement with the AUHSD for the Hope School site
3. Initiate a formal agreement with the Boys and Girls Club for parking
4. Initiate a formal agreement with SCE for parking on the easement property
5. Conduct a site analysis
6. Develop a comprehensive event operations plan
7. Coordinate with relevant City departments and agencies to ensure permitting, safety, and logistics alignment

8. Begin collaboration with Hugh Entertainment