City of Garden Grove

WEEKLY CITY MANAGER'S MEMO

June 29, 2017

TO:

Honorable Mayor and City Council FROM: Scott C. Stiles, City Manager

Members

DEPARTMENT ITEMS I.

A. FY 2016-17 ACTION PLAN (CITY COUNCIL PRIORITIES)

> Final progress updates to the FY 2016-17 Action Plan to address City Council priorities are attached for your information and marked in green The FY 2017-18 Action Plan to implement the City Council's current priorities will be provided in the next few weeks.

B. SMALL BUSINESS ASSISTANCE LOAN PROGRAM

> Information regarding the creation of a Small Business Assistance (SBA) Loan Program using Community Development Block Grant (CDBG) funds to stimulate the economy and create new jobs for Low/Moderate Income (LMI) Garden Grove residents is included for your review.

C. ORANGE COUNTY BUSINESS JOURNAL 2017 INNOVATOR OF THE YEAR NOMINATIONS

Lisa Kim provides information on the City's nomination for the Orange County Business Journal 2017 Innovator of the Year Awards, American Metal Bearing Company.

D. LETTERS OF SUPPORT - DRONE FEDERALISM ACT OF 2017 and CALIFORNIA WATERFIX AND ECORESTORE

Copies of the Mayor's letters of support for the Drone Federalism Act of 2017 and for California WaterFix and EcoRestore are included for your information.

E. LETTER OF OPPOSITION AS AMENDED - SB 649 (HUESO) WIRELESS TELECOMMUNICATIONS FACILITIES

A copy of the Mayor's letter of opposition to Senate Bill 649, Wireless Telecommunications Facilities, is included for your information.

II. ITEMS FROM OTHER GOVERNMENTAL AGENCIES, OUTSIDE AGENCIES, **BUSINESSES AND INDIVIDUALS**

A. Newspaper article from June 26, 2017 Koreatown News, "Let's Help Korean Victim of Violence," featuring fundraising efforts by the Garden Grove Sister City Association for the Korean women robbed and beaten in Placentia.

• OTHER ITEMS

- NEWSPAPER ARTICLES
 Copies of the local newspaper articles are attached for your information.
- MISCELLANEOUS ITEMS
 Items of interest are included.

SCOTT C. STILES City Manager

			בתם בתם	Estimated Completion
Action Item		Implementation Steps	Dept.	Date
Economic Development				
1. Use Economic Development to Grow Reven	pment to Grow Revenues			5
a. Conduct Cityv Study	Conduct Citywide Economic Development Study	Hire consultant for City analysis Present analysis to Central Management Present analysis to City Council Develop and implement approved strategy	GE G	Complete October-17 October-17 Ongoing
b. Develop Ince (Component	Develop Incentives Strategy (Component of Econ. Development Study)	Conduct assessment of incentive options Present analysis to Central Management Present analysis to City Council Develop and incorporate into Economic Development Study	CED	October-17 October-17 October-17 Ongoing
c. Continue curr	Continue current development activities:			
i. Site C (Land & Design Inc.)	& Design Inc.)	Clear site Hotel franchisee confirmed Financing in place	CED CED	Complete December-17 December-17
		Transfer property Ground breaking Grand opening	GED GED	January-18 January-18 July-20
ii. Site B2 (Kam	ii. Site B2 (Kam Sang Companies)	Implement City Council direction Monitor extended exclusive negotiation agreement	CED	Complete May-18
iii. Brookhurst Triangle	riangle	Opening of Phase I lofts Closing on Phase II Phase II ground breaking Opening of Phase II lofts	CED CED CED	November-17 April-18 April-18 September-19
iv. Galleria (com	iv. Galleria (complete or demolish)	Progresss report to City Council (GGSC aquired rights) Meetings with development team	CED	Complete In Progress
v. 13650 Harbor d. Identify west e. Facilitate OC	 v. 13650 Harbor Blvd. (BN Group Hotel Dev.) Identify west-side development opportunities Facilitate OC Street Car project 	Negotiate purchase and sale agreement Close escrow (Escrow closed 11/30/16) Conduct stakeholder outreach Conduct community forum Monitor and support project initiatives	CED CED CED	Complete Complete Ongoing Complete
		nav.		n

Estimated

Action Item	u:	Implementation Steps	Lead Dept.	Completion
2. Contil	2. Continue Re:Imagine Downtown Initiatives			
ä	Civic Center Adaptive Reuse (Cottage Industries Project)	Property sale/lease/transfer Conceptual plan & programming Commence implementation	GE G	Complete September-17 September-17
ė	Open Streets	Plan event Conduct event (Date set for April 1, 2017)	CS, Multi CS, Multi	Complete Complete
ú	Complete Downtown Parking Management Plan	RFP to retain consultant Draft plan	CED	Complete December-17
d. Bii	Bicycle Master Plan	Consultant (Alta) to complete plan (\$1.1 M Grant Award)* Planning Commission City Council adoption *Environmental Pending	CED, PW CED, PW CED, PW	Complete Fall 2017 Fall 2017
			(:
3. Contir	Continue to prioritize Public Safety	Add five police officer positions to City budget	CMO, FIN	Complete
4. Maint po:	 Maintain and enhance staffing of key public safety positions 	Fill vacancies as approved by City Manager Implement dedicated recruiter for PD Conduct ongoing recruitment for Fire	K	Ongoing Complete Complete
5. Comp	5. Complete Infrastructure projects that are underway		<u> </u>	
ė,	Fire Station #6	Implement plans for new Fire Station #6 (Westhaven Park) Groundbreaking Complete construction	FIRE, PW FIRE, PW FIRE, PW	In Progress Complete
þ.	Police Lobby	Excecute plans for lobby improvments Complete construction	2 2	In Progress December-17
ن	Communications Center	Implement plans for communications center improvments Complete construction	0 0 0	In Progress December-17
6. Evalu	6. Evaluate police/fire facilities	Compile initial priorities punch list/summary report RFP to hire consultant for needs assessment/master plan Fund and begin implemention of master plan priorities	PW, FIRE, PD PW, FIRE, PD PW, FIRE, PD	Complete Deferred Deferred
7. Enhar pc	 Enhance neighborhood watch and other community policing programs (including education) 	Review existing programs for the purpose of strenghtening program components and enhancing education and outreach Implement Palma Vista neighborhood enhancement project	PD PD, CD	Ongoing

	(City Council Priorities)		:
Artion Item	Implementation Stens	Lead	Estimated Completion Date
		7	
Community Engagement/Outreach			
8. Develop a Strategic Plan that engages the community	Planning meeting Conduct community engagement initiatives City Council input Prepare plan Present plan to City Council	C C C C C C C C C C C C C C C C C C C	Complete Fall 2017 Fall 2017 Fall 2017 Winter 2018
9. Increase use of volunteers	Identify volunteer opportunities in City Departments Publish and promote volunteer opportunities on website and through varous media and social media resources	HR, Multi CS	Complete Complete
10. Strengthen communication to diverse groups	Continue multi-language communication initiatives and evaluate opportunities for enhanced communications Evaluate reverse 9-1-1 access	S	Ongoing Complete
Financial Sustainability			
11. Achieve a balanced budget	Prepare FY 16-17 Adopted Budget YTD Performance Prepare FY 17-18 Projections Present Update to City Council	N H N N	Complete Complete Complete
12. Create a long-term financial forecast	Prepare 5-year and 10-year revenuene and expenditure forecast Present Plan to City Council	FIN	Complete Complete
13. Assess pension liability	Conduct Study Session Re PERS & OPEB Actuarial Reports Present analysis of PERS Actuarial Report to Council Present analysis of OPEB Actuarial Report to Council	FIN FIN	Complete Complete Complete
14. Implement New Financial System	RFP to hire consultant Select consultant Develop plan in coordination with consultant	FIN, IT FIN, IT FIN, IT	Complete Complete Complete
 Evaluate options for all-cash businesses Effective Transparent Government 	Review options with FTB and City Attorney Develop and present options and action plan	AIN N	December-17 December-17
16. Implement management system review action plan items	Complete action items by specified dates	CMO, Multi	Progressing thru June-2018
17. Maintain and enhance staffing of basic service positions	Fill vacancies as approved by City Manager	H .	Complete

* 45		7	Estimated
Action Item	Implementation Steps	Lead Dept.	Date
18. Plan for district election transition and support	Conduct 2016 election	CMO	Complete
	New Council Member orientation meetings	СМО	Complete
	City Council workshop/retreat	СМО	Complete
19. Continue to implement transparency initiatives	Address tranparency goals in ERP RFP	IT, FIN, CS	Complete
	Implement public facing GIS district map Implement public facing GIS maps	ᄩ	Complete February-18
	ror community & Economic Development Department		
20. Complete evaluation of DA investigation recommendations	Consultant review	СМО	Complete
Other Community Issues			
21. Implement animal care transition	Hire animal control officers	PW	Complete
	Implement City field services program	PW, CMO	Complete
	Launch public information campaign	S	Complete
	Initiate service with OCHS	PW, CMO	Complete
22. Consider November ballot measure to control,	Implement City Council direction	CMO	Complete
regulate and tax cannabis			
23. Address Homelessness Issue	Implement GGPD Homeless Outreach Task Force	PD, Multi	Complete
	Continue participation in ACC-OC Homeless Taskforce	CMO	Ongoing
	Support regional efforts to address homelessness	PD, Multi	Ongoing

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Scott Stiles

From: Lisa Kim

Dept:

City Manager

Dept:

Community and

Economic Development

Subject:

SMALL BUSINESS ASSISTANCE

Date:

June 27, 2017

LOAN PROGRAM

OBJECTIVE

The purpose of this memorandum is to provide information regarding the creation of a Small Business Assistance (SBA) Loan Program using Community Development Block Grant (CDBG) funds to stimulate the economy and create new jobs for Low/Moderate Income (LMI) Garden Grove residents.

BACKGROUND/DISCUSSION

The City of Garden Grove annually receives federal entitlement funds in the form of a Community Development Block Grant. For the past 20 years, approximately \$1.2M of these funds has been allocated to repay a Section 108 Loan used to finance hotel development on Harbor Blvd for economic development and job creation. Fiscal Year 2016-17 marks the final Section 108 Loan payment, making available approximately \$1.2M to be reprogrammed into CDBG activities. As part of the 2017-18 Action Plan approved by the City Council in April 2017, a portion of these CDBG funds in the amount of \$100,000 has been programmed to establish an SBA Loan Program aimed at creating jobs for LMI Garden Grove residents.

The SBA Loan Program is available to all eligible businesses located within the City of Garden Grove. The program has a maximum loan amount of \$25,000, carries a maximum term of 5 years, and an interest rate equal to that of the US Prime Rate (plus up to an additional 5%). Eligible costs under this program include minor rehabilitation, purchase of commercial equipment, and working capital. Rehabilitation loans are 30% forgivable, while working capital and equipment purchase loans must be repaid in full.

In order to meet a CDBG National Objective, the approved business must hire one (1) new full-time employee that qualifies as a LMI individual. The approved business is responsible for providing income verification documentation for the newly hired individual, as well as documentation verifying the expenditure of loan funds on eligible activities/items.

The SBA Loan Program is a self-sustaining, revolving loan program, in that, all loan payments will be placed into an account and be made available to fund future SBA loans as the demand arises.

SUMMARY

The 2017-18 Action Plan projects the issuance of four (4) \$25,000 SBA Loans, which will stimulate the economy and create a minimum of four (4) new jobs for LMI Garden Grove residents.

The Small Business Assistance Loan Program Guidelines are attached for your information. Business outreach efforts will begin in July 2017 to local business organizations including the Orange County Small Business Development Center, Garden Grove Chamber of Commerce, the Vietnamese American Chamber of Commerce, the Korean American Chamber of Commerce Orange County, and the Hispanic Chamber of Commerce highlighting the new SBA Loan Program.

Lisa L. Kim

Community and Economic Development Director

By: Nate Robbins

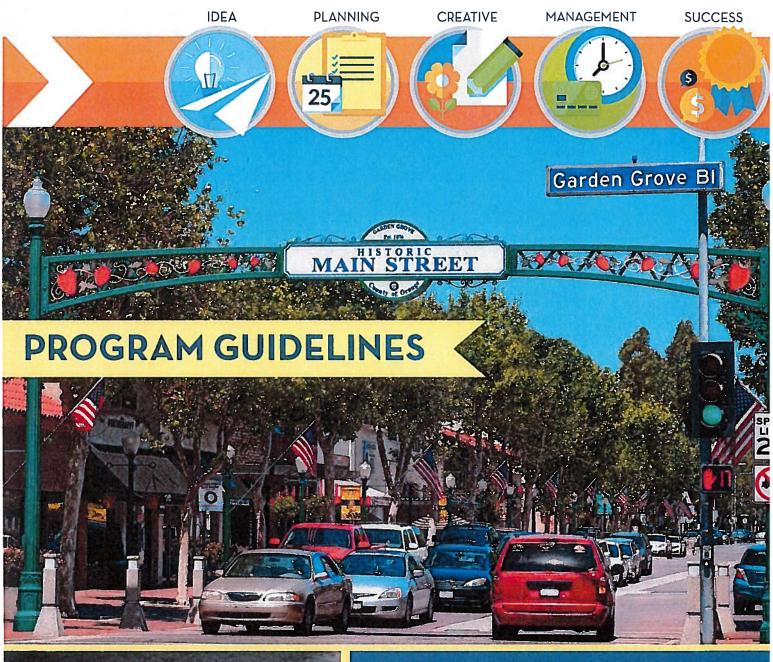
Sr. Project Specialist

Attachments:

SBA Loan Program Guidelines
SBA Loan Pre-Approval Application
SBA Loan Application
SBA Loan Agreement

SMALL BUSINESS ASSISTANCE







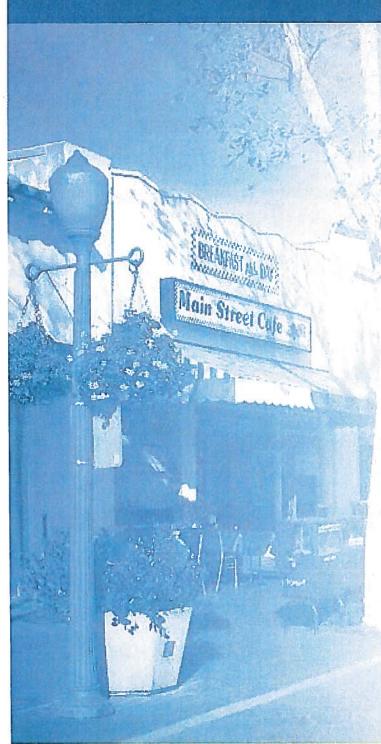
City of Garden Grove Community Development Block Grant (CDBG) Economic Development Initiative

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

For more information, please contact Nate Robbins, Sr. Program Specialist. Phone: 714.741.5206 Email: nater@garden-grove.org http://www.ci.garden-grove.ca.us/commdev

SMALL BUSINESS ASSISTANCE





The City of Garden Grove has established a Small Business Loan Program designed to stimulate economic growth and create jobs that will improve the living conditions of residents in the community. The Program provides affordable, non-conventional financing to eligible businesses and development projects that are not able to receive sufficient funding elsewhere.

ELIGIBILITY REQUIREMENTS

- Business located within the incorporated City limits of Garden Grove, California.
- A valid City Business License, insurance, and any other applicable permits, licenses, certifications, etc.
- \$75 application fee.
- Minimum credit score of 600 or greater.

ELIGIBLE ACTIVITIES

- Working capital (including business license and building permit fees).
- Rehabilitation of leased space or owned buildings (including engineering, architectural, and local permits or fees).
- Purchase of manufacturing equipment (with or without installation costs).

LOAN TERMS

- Maximum loan amount is \$25,000.
- Loan term may vary depending on amount and collateral, but will not exceed five (5) years.
- Interest Rate based on the Unites States Prime Rate, plus up to an additional 5%.

View the Program Guide and fill out an application online at http://www.ci.garden-grove.ca.us/commdev.

For more information about this program, please contact Nate Robbins at (714) 741-5206 or nater@garden-grove.org.

Table of Contents

Introduction
I. Program Requirements
1.1 Eligible Activities2
1.2 Ineligible Activities
1.3 Ineligible Applicants
1.4 Meeting a National Objective3
1.5 Meeting Proper Public Benefit Requirement
1.6 Other Federal Requirements
1.7 Special Considerations
II. Loan Processing
2.1 Fair Lending Compliance5
2.2 Loan Application Processing5
2.3 Loan Approval Process5
2.4 Loan Applicant Confidentiality5
2.5 Dispute Resolution/Appeals Process6
2.6 No Conflict of Interest Allowed
2.7 Exceptions and Special Circumstances
2.8 Loan Closing Process
III. Description of Loans
3.1 Loan Amount
3.2 Loan Term
3.3 Interest Rate
3.4 Loan Types
3.5 Loan Modification
3.6 Fees
IV. Underwriting Standards
4.1 Initial Evaluation
4.2 Credit Requirements
4.3 Financial Information
4.4 Collateral9
4.5 Experience/Management Capacity9
V. Loan Servicing
_
VI. Breach of Loan Agreement9
VII. Program Oversight
VIII. Contractor Procurement
IX. City Contacts

Introduction

The City of Garden Grove ("City") has established a Small Business Assistance Program ("Program") designed to stimulate economic growth and job creation that will improve the living conditions of residents in the community. The Program provides affordable, non-conventional financing to eligible businesses and development projects. The Program guidelines are in conformance with the U.S. Department of Housing and Urban Development (HUD) regulations pertaining to the use of Community Development Block Grant (CDBG) funds.

Eligible Applicants

Funding under this Program is available to all eligible businesses located within the City of Garden Grove. Applicants must be an existing legal business located within the City with a valid City business license, insurance, and all applicable required permits. Start-up or new businesses are eligible to apply, but possession of proper licenses, permits, and insurance, will be a condition of loan funding.

I. Program Requirements

1.1 Eligible Activities

CDBG funds under this Program are restricted to certain eligible costs including but not limited to the following:

- · Working capital (including business license and building permit fees);
- Rehabilitation of leased space or owner-occupied buildings (including pre-development costs; associated with engineering and architectural, and local building permit fees); or,
- Purchase of equipment (bolted down/real property, with or without installation costs).

In most cases, loan funds will be disbursed incrementally on a reimbursement basis, or direct payment of vendor/contractor invoices, as eligible costs are verified. Funds under this Program are provided to eligible businesses as loans. CDBG underwriting (see Section 4.1) provides for greater flexibility for loan terms, lowered interest rates and repayment terms. These flexible loan terms must be balanced by the Borrower and City with the obligation to meet CDBG and Program requirements.

Once approved, loan funds cannot be shifted from one approved type of cost to another without formal written approval by the Community and Economic Development (CED) Director.

1.2 Ineligible Activities

The goal of this Program is to stimulate economic growth and create/retain high quality jobs. There are restrictions in how CDBG funds can be utilized and certain ineligible expenses. CDBG funds under this Program will **not** pay for:

- Reimbursement of expenses incurred prior to the City's formal loan approval and/or completion of project's environmental review;
- Support to another businesses in which the borrower may have an interest;
- Subsidy of interest payment on existing loans;
- Refinancing or consolidating existing debt;
- Reimbursement for expenditures prior to loan approval; or
- Reimbursement for legal or accounting expenditures.

1.3 Ineligible Applicants

Loans shall not be available for the following types of businesses:

- Speculative investment companies;
- Real estate investment companies;

- · Lending institutions;
- · Gambling operations;
- Non-profit organizations; and
- Other businesses not serving the interest of the City of Garden Grove.

1.4 Meeting a National Objective

All CDBG funded loans must meet the "National Objective" as described in the federal regulations (24 CFR 570.208). Use of loan funds under this Program must meet the National Objective of "benefiting a low and moderate income area by satisfying the requirement of "Job Creation/Retention."

Job Creation/Retention - An applicant meets the Job Creation/Retention objective when the approved business uses the loan funds to create or retain jobs, of which 51% will be held or made available to LMI persons. In order to meet this requirement, the Approved Business/Borrower shall certify the following:

Provide documentation of family household income levels of newly hired or retained employees to document that over half of them are qualified as low or moderate income;

- a. Execute City documentation for creation of new jobs for LMI persons in the CDBG loan documents signed at loan closing;
- b. Report that new jobs have been created/retained and filled by low/moderate income individuals by submitting a self-certification form (See Exhibit A) to be completed by each employee holding the new/retained positions.
- c. Provide documentation that the job retention by the business would have been lost without the CDBG assistance, if applicable.

All employee information is confidential and will not be released unless disclosure is required by law.

1.5 Meeting Proper Public Benefit Requirement

CDBG regulations (24 CFR Part 507.209(b)) require that Economic Development related activities provide benefit to the public. Under the HUD federal regulations, applicants creating/retaining jobs must create/retain one (1) job for every \$35,000 funded. For qualifying Job Creation/Retention applicants:

- a. One full-time equivalent (FTE) job must be created for each \$35,000 in CDBG assistance provided;
- b. Part-time staff may be combined to make up one FTE; and,
- c. One FTE consists of 2,080 staff hours per year.

As with the National Objective requirement outlined in Section 1.4, the CDBG job creation/retention requirements will be enforced via a loan agreement the borrower executes at loan closing. The loan agreement requires that the business provide documentation to the City showing job creation/retention sufficient to meet the above listed requirements. Once sufficient documentation is supplied to the City, no further monitoring will be required.

Each new hire, or retained position, must complete a Self-Certification Family Income Verification form. This form must be completed and provided to the City to make available the demographic and income information in the annual report submitted to HUD. (See **Exhibit A** - Self-Certification Family Income Verification form)

1.6 Other Federal Requirements

There are a number of other federal laws and requirements that are triggered by the use of CDBG funding. The City will require borrowers to comply with these CDBG regulations in conformance with standards set by HUD. Impacts these federal regulations will have on a proposed project will be explained to the borrower at the time of loan application.

Environmental Review Record (ERR) – National Environmental Policy Act (NEPA) regulations require an ERR to be submitted for each project/business funded with CDBG monies prior to award or approval of funds. The City is required to complete the proper NEPA review, along with any state review under

California Environmental Quality Act (CEQA) review. The ERR level of review is based on the type of project proposed and all aggregated activities to be undertaken. Applicants will be informed of any additional time required for loan processing due to environmental review. The ERR will be prepared as soon as the City determines that the project is eligible for funding. No costs will be charged to the borrower for this process. Once an application is submitted, no activities can be performed on the project until completion of the ERR and CEQA, as applicable.

Data Universal Numbering System ID (DUNS), Insurance, & Federal Debarred List – All businesses who wish to receive funds under this Program will be required to obtain a DUNS number. The DUNS number is free and can be obtained online at www.dnb.com. In addition, and prior to funding, the City will require that each business be checked to confirm they are not on the federal debarred contractors list. Applicants will be required to obtain all proper licenses and insurance to operate legally within the community.

Federal and/or State Labor standards – Federal and/or State Labor standards and provisions (Davis-Bacon Act) may apply for projects assisted with CDBG and/or other public funds. The Borrower attests that all applicable standards and provisions will be strictly adhered to, including, if applicable, prevailing wage requirements. You should seek legal and or other professional advice regarding the application of prevailing wage requirements prior to applying for a loan.

Other requirements related to CDBG funds – The Borrower agrees to comply with all other requirements associated with the use of CDBG funds, including but not limited to, Acquisition, Anti-Displacement, and Relocation provisions, Equal Opportunity and "Section 3" regulations, Contractor Eligibility and Certification provisions, and Procurement regulations (See section 8).

Underwriting Standards – In addition to documenting that the project meets CDBG public benefit standard, the project must also be documented as meeting six HUD underwriting standards, per federal regulation 24 CFR Part 570.209. These underwriting standards are required to document a minimum "due diligence" of the Lender and ensure projects are financially sound enough to meet public benefit and national objective standards, i.e. create new or retain existing job positions. The six HUD underwriting standards are general, qualitative and are supported by commercial underwriting standards in Section 4 of these guidelines.

The Six Underwriting Standards are:

- 1. Project costs are documented as reasonable (typically, third party cost estimates);
- 2. All sources of funding for the project are documented with final commitments;
- 3. To the extent practicable, CDBG funds are not substituted for private (non-federal) funds;
- 4. Documentation that project is financially feasible (based on cash flow projections to support jobs and debt service, etc.);
- 5. To the extent practicable, the return of the owner's equity investment is not unreasonable (based on level of equity and proposed CDBG loan terms);
- 6. To the extent practicable, CDBG funds are disbursed on a pro-rata basis with other financing provided for the project.

1.7 Special Considerations

Although all loans that meet the minimum requirements will be considered, preference will be given to applicants that meet one or more of the following:

- a. Demonstrate that funds are not available from other sources (e.g. SBA or bank financing);
- b. Show that the minimum requirements of job creation will be exceed while maintaining the ability to make loan payments;
- c. Able to secure loan funds via a lien on real property; and,
- d. Complete an approved entrepreneurial training course or other businesses training.

II. Loan Processing

2.1 Fair Lending Compliance

This Program will be implemented consistent with the City's commitment to fair lending laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Program funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status, physical or mental disability, sexual orientation, or other arbitrary cause. All personal information of loan applicants will be kept confidential unless disclosure is required by law.

2.2 Loan Application Processing

Loan applications will be processed on a first-come, first-served basis unless identified as a "preferred loan" per Section 1.7. Applications will generally follow these procedures:

- a. A completed Pre-Qualification Application would be submitted and reviewed by the City to determine initial eligibility. Pre-Qualification Applications that do not meet basic requirements of the Program will be returned along with an explanation of outstanding requirements.
- b. Applicants that meet basic eligibility requirements will be contacted by the City and provided a Small Business Loan Application packet for completion.
- c. Completed packets will be reviewed and underwritten by the Orange County Small Business Development Center (OC-SBDC) and/or an alternate underwriter as determined by the Community and Economic Development Director, using the criteria detailed in Section 4 of this Program Guide.
- d. A meeting and/or site visit will be conducted with the business owner(s) and City representative to perform an inspection and determine the qualified scope of work.
- e. The OC-SBDC will prepare a loan file that would be comprised of the credit report, financials, and other related information to evaluate loan eligibility.

The SBA Program Pre-Qualification Application and the SBA Program Loan Application Packet is attached as Exhibit C and subject to periodic review and modifications by the Community and Economic Development Director or his/her designee.

2.3 Loan Approval Process

A Loan Review Committee shall be established and recommended to be comprised of three members. City staff will ask committee members to volunteer for this board. Committee members can be from local financial institutions, the City, or other interested parties who have the professional capacity to review and evaluate commercial loans. See **Exhibit B** for City loan approval memo format.

The Loan Review Committee meetings will be scheduled once the SBA Program Loan Application has been underwritten, and is ready for review and approval. City staff will be responsible for reviewing each loan application funding proposal and preparing recommendations of consideration by the Committee. If the loan is approved, then the project can proceed with loan closing.

If Loan Review Committee approval is not achieved, the applicant will receive a written denial letter explaining the reason(s) for the denial. Denied applicants may take dispute resolution actions, per Section 2.4 of these guidelines.

Approved loans will enter into the bidding process where they will be required to follow HUD's approved procurement procedures. (See Section 8)

2.4 Loan Applicant Confidentiality

Persons serving as a City representative for this Program will not disclose any of the Borrower's personal, confidential information as part of the loan approval process. All confidential information of businesses

will only be disclosed to persons required to view the information as part of loan review and approval. Notwithstanding the foregoing, records and information may be disclosed if required by law.

2.5 Dispute Resolution/Appeals Process

Any applicant requesting assistance through this CDBG Program has the right to appeal if their application is denied. The appeal must be made in writing to the City within thirty calendar (30) days of receiving notification that the loan was denied. The appeal process shall follow the City's established procedure for appeals of department or City Manager level reviews.

2.6 No Conflict of Interest Allowed

In accordance with Title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities in connection with the planning and implementation of the CDBG Program shall directly or indirectly be eligible for this Program. Exceptions shall only be made as permitted, and in accordance with, Federal and California State law.

2.7 Exceptions and Special Circumstances

Except as otherwise stated herein, the City may consider requests for an exception in special circumstances if doing so would further the City's progress in meeting its Economic Development goals. A report on the request for an exception will be prepared, which shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The City's Community and Economic Development Director, or his/her designee, shall make a determination of the exception request.

Loan payments may, on a case by case basis, be deferred for a period of time to allow a start-up or expansion of a business to take place. This payment deferral determination is made by the City based on the break-even point of the business in the future and the ability of the owner to pay his or herself a regular salary.

2.8 Loan Closing Process

Upon loan approval, City staff will prepare all documentation necessary for loan closing. The Borrower shall sign all the necessary documents and agreements within 30 days of receipt. If signed documents are not received within 30 days, the application will be considered withdrawn. The City will prepare the loan closing documents, title and lien searches, and UCC-1 filings, if appropriate. All documents shall be approved as to form by the City Attorney and signed by the CED Director. Escrow companies may be used to close loans and secure liens.

III. Description of Loans

3.1 Loan Amount

The Program has a maximum loan amount of \$25,000. Loan amounts will be determined based on the submitted Scope of Work, jobs to be created or retained, the ability of the business to repay the loan, and the reasonableness of the costs to be paid for by the loan.

3.2 Loan Term

The loan term will be determined by what is being funded and what security is being pledged for the loan. It will also take into account the use of proceeds, the useful life of the assets being financed, and the borrower's ability to repay the loan. If a business only needs operating capital, then the term of the loan is normally two (2) to three (3) years, but in no case may it exceed five (5) years. City staff will confirm that the proper term is given based upon the use of the funds and collateral being provided.

3.3 Interest Rate

The loan's interest rate will be based on the current United States Prime Rate (3.75% as of December 16, 2016) plus an additional maximum of five percent (5%), to be determined by the City at the time of loan approval. The loan's interest rate will be based upon the underwriting analysis done by the SBDC. Some of the factors that will drive the interest rate are:

- a. The amount of equity the business brings into the proposed project;
- b. The ability of business to service the loan;
- c. The rate of return the borrower will receive with a lower interest rate; and
- d. The credit risk factors and management experience.

Based on the review of the SBA Loan Program Application, the interest rate for each applicant shall be established to best meet the needs of different businesses in the community.

3.4 Loan Types

There are two types of loans offered under this program. The type of loan will be determined by how the applicant intends to use the funds.

Rehabilitation/ Equipment Purchase – Federal regulations place wage requirements on labor and installation costs, as well as requiring outside monitoring of the project. Due to the increased cost of labor, and the monitoring fees associated with rehabilitation and equipment installation, loans funded for these purposes will be deemed 30% forgivable. A forgivable loan is one in which a portion of the principal does not need to be repaid, as long as certain conditions are met. Failure to meet the conditions outlined in the loan documents will result in the borrower being responsible for repayment of the entire loan amount.

Working Capital – Loans funded for this purpose will not be forgivable, as there are no increased costs associated with expending the funds and monitoring the project.

3.5 Loan Modification

While all loans should be considered final once executed, there are some instances where the City will consider modifying a loan. Loan modification requests will be reviewed on a case-by-case basis by the Loan Review Committee, and the final determination will be made by the Community and Economic Development Director or his/her designee.

3.6 Fees

There is a \$75 non-refundable application fee associated with this program. There is no pre-payment penalty on the loans under this Program.

IV. Underwriting Standards

4.1 Initial Evaluation

Each project and business will be evaluated based on how it has performed in the past and its future financial forecast. Specifically, the following questions will be asked of the applicant through the loan application process:

- a. Will the project meet a CDBG National Objective by creating or retaining jobs?
- b. Are the costs to be paid CDBG eligible?
- c. Are the business and its owner(s) credit worthy?
- d. Do they have good "character" (pay bills on time, collect on time)?
- e. Does the business have management capacity?
- f. Does the start-up have solid business plan and document market demand?
- g. Does the business have financial expertise to expand or start-up?

- h. Is the owner(s) contributing a reasonable amount of equity?
- i. Is the owner able to get conventional bank financing, if not, why not?
- j. Was the business financially viable in the past (net income covers expenses including debt)?
- k. Are there reasonable financial assumptions for future viability/success?
- I. Is there enough collateral available to secure the loan funds?

By collecting enough initial application information from the borrower(s) to answer the above list of questions, the City will understand the strength of the borrower and how successful they will be if given a CDBG loan. By asking these questions the City will know what additional information and documentation needs to be collected to provide a clear picture of how CDBG funds can be used to assist the applicant.

After the initial review, the City will collect any additional information not included in the original application that may be required for loan underwriting. The amount of documentation and detailed underwriting is based on size of the loan and type of business (existing or start-up) and whether the project will create or retain jobs. Additional documentation may be required to clarify special circumstances of the business. Below are some of the basic underwriting requirements for a typical loan applicant (Sections 4.2 - 4.5).

4.2 Credit Requirements

The City requires a credit report for all owners of the business with twenty percent (20%) or more equity. For this Program, credit scores of 600 and above are generally considered acceptable credit.

4.3 Financial Information

In order to evaluate the credit-worthiness of each applicant, the City requires submittal of the following financial information:

Credit Bureau Report – Credit scores from the three primary reporting agencies (Experian, Trans Union, and Equifax) for all owners with 20% or more interest in the business.

Personal financial statements – Required for each person who owns 20% or more of the business. Financial statements need to show all assets and liabilities of the interest holder.

Federal Personal and Business tax return statements – Required for the business and for owners who own 20% or more of the business for the past three (3) years.

Business financial statements – This includes a business debt schedule, business income statement, a statement of cash flows, and a balance sheet. All financial documents should reflect the last 12 months and should be prepared by the person normally responsible for doing the bookkeeping and finance management for the business. The City may require audited financial statements and applicants shall provide these to the City upon request.

Future projected financials — These will consist of pro-formas showing projected revenue and costs for the business on a monthly basis for each fiscal year from one (1) to three (3) years out. These pro-formas must include projected cash flows, how the City's loan will be repaid, as well as showing the increased costs associated with hiring additional employees. This will provide evidence of the benefit/increased profit the business will receive by using the more affordable CDBG loan.

Project sources and uses – Applicant must demonstrate how the loan funds will be used and the amount and source of all funding used, including the loan from the City. Other sources may include the owner's equity, private bank financing, and any other investments from other sources. The sources and uses give a clear idea of what costs the CDBG loan will cover and its information must be reflected in the pro-formas as described above.

Using the information in these financial statements, along with any back up documentation required, the City will conduct an analysis of the project and the creditworthiness of the business per HUD required underwriting guidelines as outlined in Section 1.6.

Free and confidential assistance is available through the Orange County California Small Business Development Center (OCSBDC) and SCORE to prepare the documentation discussed throughout.

4.4 Collateral

All loans under this Program that exceed \$5,000 will be collateralized using normal commercial lending standards. Collateral coverage will be assessed based on assets available as security and the level at which liens already exist. CDBG funding is typically in a subordinate position to banks and other lenders. It is the goal of the Program to get the best lien position possible to ensure loan repayments and program compliance. Types of collateral that may be used are listed below in preferential order:

- a. Secured liens on real property
- b. Standby Letter of Credit
- c. UCC liens on vehicles, machinery, equipment, inventory, or other fixtures
- d. Lease assignments, as appropriate
- e. Life insurance and other collateral, as appropriate
- f. Personal guarantees, as appropriate (if acceptable to the Loan Advisory Group and the City Manager in his/her sole discretion). If this option is used, a higher interest rate may apply (see Section 3.3)
- g. Corporate guarantees, as appropriate

Appraisal of assets may be required as part of determining how to obtain the best lien positions for the CDBG loan. Equipment and inventory secured should be properly discounted to reflect actual resale value when doing loan to value calculations. As applicable, borrower shall provide and maintain hazard insurance on all real and personal property collateral for the loan.

4.5 Experience/Management Capacity

Applicants must submit resumes with their application packets to show the experience of business owners and their management staff in successful operation of the existing business or a comparable business. This will be most important with start-up businesses or with applicants that wish to use CDBG funds to purchase an existing business that is closing. All start-up businesses and those open for less than one (1) year will be required to receive five (5) hours of business counseling from the Orange County Small Business Development Center (OCSBDC).

V. Loan Servicing

Servicing of loans will include monitoring payment performance, periodic reviews of the conditions of the loan approval, including but not limited to, financial data, job creation, collecting and posting payments, personal inspections and site visits, as deemed appropriate.

VI. Breach of Loan Agreement

The loan shall be considered in material default when payments are more than 30 days past due. In the event of a default, the Loan shall become due and immediately payable and the City shall promptly issue a notice of default to the business owner. The City may exercise its right to foreclose on the security on the loan after the date of default.

In the event of sale or transfer of the business, closure of the business, refinancing, or failure to occupy the premises, the Loan shall become due and immediately payable. In the event of a sale, transfer, or closure of the business the business owner, subject to the City's discretion, may have the option to continue making payments, pay off the loan, or transfer the loan to the new owner. For a transfer to be considered, the new owner must meet all eligibility requirements and possess sufficient collateral to securitize the remaining balance of the loan.

VII. Program Oversight

The City's Community and Economic Development staff will serve as the primary contact for the Program. Once a loan is at the point of approval, the Program Administrator will prepare the loan package and coordinate submittal for review and approval. City staff will ensure all loan documents are properly reviewed by the City Attorney, signed by the CED Director, and meet CDBG requirements prior to signing by the borrower. In addition, the City staff will provide oversight regarding loan collection in the case of default, in conjunction with the City Attorney. City staff will complete required HUD CDBG financial reports for Program income. City staff will complete the proper quarterly and annual reports for review, approval, signature and submittal by the City to the appropriate HUD representative.

VIII. Contractor Procurement and Payment

Rehabilitation and Equipment Purchases - Upon approval of a loan, borrowers will be responsible for obtaining three (3) independent contractor bids to perform the determined scope of work. The bids will be submitted to the City, along with supporting documentation (i.e. resumes, past jobs, recommendations, accommodations, etc.) provided by the contractor that demonstrates their ability to complete the work efficiently and effectively. Upon receipt, the City will review the submissions and select the "lowest responsible" bidder.

The City will draft a "Multi-party" contract in which all three parties (the City, Borrower, and Contractor) agree upon a scope and cost of work. As work is completed, the contractor will submit invoices to the City, and the City will reimburse the contractor from the Borrower's loan account.

At no time may funds be used to pay for work outside of the original "scope of work" without written approval by the City.

Working Capital — At loan closing, borrowers will receive fifty percent (50%) of their approved loan amount. The borrower will submit a monthly report detailing the goods/services the loan funds were used to finance. Upon receiving documentation the initial loan funds were expended appropriately, the City will release the remaining balance of the loan. The borrower will continue to submit a monthly report of goods/services until the entire loan amount has been accounted for.

In some cases, borrowers may be able to collect the entire loan amount at the close of the loan. These special circumstances will be reviewed by city staff and, if approved, included in the loan documents.

At no time may funds be used to pay for ineligible goods/services. (See Section 1.2 Ineligible Activities)

IX. City Contacts

Questions regarding this Program should be directed to:

Nate Robbins, Senior Program Specialist
Community and Economic Development Department
11222 Acacia Pkwy
Garden Grove, CA 92840
(714)741-5206 or nater@garden-grove.org
http://www.ci.garden-grove.ca.us/commdev

City of Garden Grove Small Business Loan Program Pre-Approval Application

General Information

Applicant Information				
Business Name		Legal Entity Name (if d	lifferent)	
Business Location Own Lease	Website		Phone	
Address	City	2	State	Zip
Name of Owner or Principal in Charge			Title	
Address	City		State	Zip
Business Phone	Cell Phone	Email		
Business Information				
Type of Business			Date Establ	lished
	ull-time Part-time	Type of Entity OProprietorship	Corporation	O Partnership OLLC
City of Garden Grove Business License Number		Federal Tax ID #		
Project Information				
Loan Amount Requested				-
Please describe how you plan to use the	e loan funds.			
		12		
Pleas describe how these loan funds will	allow you to hire 1 new full-time em	ıployee.		



CITY OF GARDEN GROVE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Small Business Loan Program Application

The Small Business Loan Program ("Program") provides loan funds to eligible businesses to stimulate economic growth and job creation for low-income persons. The following list outlines the general provisions of the program. For a complete description of the program and its requirements, please see the Small Business Loan Program Guidelines.

- Maximum loan amount is \$25,000
- Eligible businesses must create or retain new full-or part time jobs to receive loan funds
- 51% of new jobs must be made available to low-income persons (as determined by the U.S. Department of Housing and Urban Development's (HUD) Income Limits for the applicable year)
- Businesses must demonstrate why these loans funds are necessary for new job creation or job retention
- Funds may be used for equipment, tenant improvements, and/or working capital

If you are interested in applying for the Program, please complete the attached application and supply all additional requested information. When complete, the application, attachments, and a \$75 application fee, may be submitted to:

City of Garden Grove
Community and Economic Development Department
11222 Acacia Pkwy
Garden Grove, CA 92840

Please direct questions to Nate Robbins at (714)741-5206 or nater@garden-grove.org

https://www.ci.garden-grove.ca.us/commdev/neighborhoodimprovement/smallbusiness

Application Checklist

Before Submitting your loan application, please make sure you have included all of the required forms and documents identified below.

REQUIRED I	<u>TEMS</u>
	Completed and signed application form including all applicable attachments:
	☐ Attachment A – Credit Check Authorization
	☐ Attachment B – Certificate of Entity
	☐ Attachment C – Business Plan
	(sample outline included as Attachment C)
	☐ Attachment D — Business Debt Schedule
	☐ Attachment E – Personal Financial Statement(s)
	(downloadable template available on City website)
	☐ Attachment F − Business Income Statement
	☐ Attachment G – Statement of Cash Flows
	(downloadable template available on City website)
	☐ Attachment H − Balance Sheet
	(downloadable template available on City website)
	Signed business tax returns for the last two years.
	Signed personal tax returns for the last two years for each principal (owner, partner, primary stockholder)
	Copy of your business' Articles of Incorporation and Bylaws, Partnership Agreements, Business Licenses, Fictitious Business Name Statements, as applicable
	Pro forma forecasting business expenses and revenues for each of the next three years (downloadable template available on City website)
	upon your business, we may also ask you to provide any or all of the following information of your application:
	Resume for each business principal (owner, partner, primary stockholder)
	Copy of Purchase agreements, franchise agreements, leases, and/or trust agreements
	Verification of business counseling received from SBDC or classes completed at SBDC
	Verification of attendance at one "Start-up Workshop" offered by the SBDC

City of Garden Grove Small Business Loan Program Application

Section 1: General Information

Business Information Type of Business Date Established	Applicant Information Business Name			Legal Entity	Name (if diff	erent)	
Address City State Zip Name of Owner or Principal in Charge Title Address City State Zip Business Phone Cell Phone Email Business Information Type of Business Number of Employees: Full-time Part-time Proprietorship Ocorporation Opartnership Olice Federal Tax ID # Financial Information Primary Bank Name Branch/Location Account Officer Phone # Please describe any past bankruptcies or defaults on debt. Include dates. Attach additional sheets if necessary.	D. classed analysis	Mahaika				Dhono	
Address City State Zip Name of Owner or Principal in Charge Address City State Zip Business Phone Email Business Information Type of Business Date Established Number of Employees: Full-time Part-time Proprietorship Corporation Operatorship Ollic Federal Tax ID # Financial Information Primary Bank Name Branch/Location Account Officer Phone # Please describe any past bankruptcles or defaults on debt. Include dates. Attach additional sheets if necessary.		website				Filone	
Business Phone Cell Phone Email Business Information Type of Business Number of Employees: Full-time Part-time Part-time Pederal Tax ID # Financial Information Primary Bank Name Branch/Location Account Officer Phone # Please describe any past bankruptcles or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:			City		-	State	Zip
Business Information Type of Business Number of Employees: Full-time Part-time Proprietorship Ocorporation Federal Tax ID # Financial Information Primary Bank Name Branch/Location Account Officer Phone # Please describe any past bankruptcles or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:	Name of Owner or Principal in Charg	ge				Title	
Business Information Type of Business Date Established	Address		City			State	Zip
Number of Employees: Full-time Part-time Pederal Tax ID # Federal Tax ID # Financial Information Primary Bank Name Branch/Location Account Officer Please describe any past bankruptcies or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:	Business Phone	Cell Phone	2		Email	_1	
Number of Employees: Full-time Part-time Pederal Tax ID # Federal Tax ID # Financial Information Primary Bank Name Branch/Location Account Officer Please describe any past bankruptcies or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:	Business Information						
Full-time Part-time Proprietorship Ocorporation Partnership OLLC City of Elk Grove Pusiness License Number Federal Tax ID # Financial Information Primary Bank Name Branch/Location Account Officer Phone # Please describe any past bankruptcies or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:	Type of Business					Date Estab	lished
Financial Information Primary Bank Name Branch/Location	Number of Employees:	_ Full-time	Part-time	Type of Ent	ity prietorship	Corporation	OPartnership OLLC
Primary Bank Name Account Officer Phone # Please describe any past bankruptcies or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:	City of Elk Grove Business License Nu	ımber		Federal Tax	(ID#	•	
Account Officer Phone # Please describe any past bankruptcies or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:	Financial Information						
Please describe any past bankruptcies or defaults on debt. Include dates. Attach additional sheets if necessary. Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:							
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment:			Branch/Location				· ·
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment: levied against the borrower(s). Attach additional sheets if necessary.	Primary Bank Name		Branch/Location		Phone #		
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment: levied against the borrower(s). Attach additional sheets if necessary.	Primary Bank Name Account Officer	es or defaults on	·	ttach addition		ecessary.	
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment: levied against the borrower(s). Attach additional sheets if necessary.	Primary Bank Name Account Officer	es or defaults on	·	ttach addition		cessary.	
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment: levied against the borrower(s). Attach additional sheets if necessary.	Primary Bank Name Account Officer	es or defaults on o	·	ttach addition		cessary.	
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgments levied against the borrower(s). Attach additional sheets if necessary.	Primary Bank Name Account Officer	es or defaults on	·	ttach addition		cessary.	
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment levied against the borrower(s). Attach additional sheets if necessary.	Primary Bank Name Account Officer	es or defaults on	·	ttach addition		cessary.	
Has the business or its owners been involved in any litigation or legal claims in the last 5 years. If so, please explain. Include any liens or judgment levied against the borrower(s). Attach additional sheets if necessary.	Primary Bank Name Account Officer	es or defaults on	·	ttach addition		ecessary.	
	Primary Bank Name Account Officer Please describe any past bankruptcie		debt. Include dates. A		nal sheets if ne		
	Primary Bank Name Account Officer Please describe any past bankruptcie Has the business or its owners been	involved in any li	debt. Include dates. A		nal sheets if ne		nclude any liens or judgments
	Primary Bank Name Account Officer Please describe any past bankruptcie Has the business or its owners been	involved in any li	debt. Include dates. A		nal sheets if ne		nclude any liens or judgments
	Primary Bank Name Account Officer Please describe any past bankruptcie Has the business or its owners been	involved in any li	debt. Include dates. A		nal sheets if ne		nclude any liens or judgments

Does the business or its owners owe any taxes for year	s prior to the current year?		
Financial Information (continued)			
oes this business have any affiliate or subsidiary firm	s? If so, please list the firms belo	ow and provide the last fiscal year-e	end statements for each.
			4
s this business a franchise?			
Yes ONo f yes, please attach a copy of the Franchise Agreemen	t and the Franchiser's FTC Disclo	osure Statement to your application	ı .
	9 (4		
ist any previous government financing received		/principals, or affiliates (includi Original Loan Amount	ng SBA financing). Outstanding Balance
Agency	Date Approved	Original Loan Amount	Outstanding balance
	<u></u>		
	. <u> </u>		
Professional References		Phone	
<i>a</i> -			
Attorney Name		Phone	
Business Insurance Agent		Phone	
Other	.	Phone	
		Dhara	
Other		Phone	
	G C		
Section 2: Business Profile			
Please provide a complete description of your busines	s including services provided or	products sold and your key market	demographic.

Who are you key customers? If you do business primarily with other businesses, please list the names of some of your top customers.
What is your geographic sales/service area?
· · · ·
Who are your top competitors?
Who are your major suppliers?
What are your major accomplishments? How does your business differ from the competition?
what are your major accomplishments? How does your dusiness differ from the competition?
Briefly describe your future plans and growth strategy and any potential impediments to growth.
How will this loop handit your company?
How will this loan benefit your company?
What do you expect to happen if you do not receive this loan? (i.e. the project will not move forward, the project will be delayed, the business may be
in danger of closure)
The state of the s

Section 3: Project Information

Loan Request			
Loan Amount Request	Preferred Lo	an Term (e.g. 3 yrs	., 5 yrs., etc. Max period is 5 yrs.)
Use of Loan Proceeds			
Please provide a detailed description of the "project" you wish to undertake wit purchasing new equipment for a business, expanding a building or moving to a necessary.			
Identify the number of new employees anticipated as a result of this project (Include permanent positions only; no temporary positions)			
Position/Classification	FT or PT	Number of Employees	Pay Scale
	12		

Section 4: Sources & Uses of Funds

Project Costs	
Please detail the anticipated costs associated with the project described above.	
Category	Estimated Cost
TOTAL PR	PROJECT COST \$ 0.
Project Funding Sources	
1 reject running sources	
Please detail all sources of funding that will be used to fund the project costs identified a	above.
	above. Funding Amount
Please detail all sources of funding that will be used to fund the project costs identified a	
Please detail all sources of funding that will be used to fund the project costs identified a Category	
Please detail all sources of funding that will be used to fund the project costs identified a Category Business/Owner Contribution	
Please detail all sources of funding that will be used to fund the project costs identified a Category Business/Owner Contribution Private Lender	
Please detail all sources of funding that will be used to fund the project costs identified a Category Business/Owner Contribution Private Lender Other:	

Section 5: Certification of Information and Signature

I certify to the best of my knowledge that the above information and attachments are correct. I understand that funds are limited and acceptance of application does not guarantee a funding commitment or project approval from the City of Garden Grove's Small Business Loan Program. I authorize the City to obtain all the necessary credit reports (business and personal) and inquiries to verify the accuracy of the above statements and to determine creditworthiness pertaining to this loan request. I also understand the City may provide a copy of this loan application and any additional materials to consultants and/or economic development loan underwriters contracted by the City to evaluate any and all information provided in this loan application.

	_		_
Print Name		Title	
Signature of Authorized Applicant	*(Date	1.00-00
Print Name	_	Title	
Signature of Authorized Applicant	_	Date	 7,



APPENDIX A

Loan Application Attachments

- A. Credit Check Authorization
- B. Certificate of Entity
- C. Suggested Business Plan Outline
- D. Business Debt Schedule
- E. Personal Financial Statement
- F. Business Income Statement
- G. Statement of Cash Flows
- H. Balance Sheet

Attachment A

City of Garden Grove

Small Business Loan Program Credit Check Authorization

To Whom it May Concern:

In connection with a loan application that I/we have made to the City of Garden Grove, I/we authorize releasing any information requested by the City of Garden Grove. Such information may include, but may not be limited to, credit reports, loan/obligation payment histories and balances, employment and income verification, and account deposit histories and balances.

In addition, I/we give permission to City Staff to discuss the loan application with the Southern California Small Business Development Center.

A photocopy of this authorization may be deemed to be the equivalent of the original and may be used

in lieu of the original. Your prompt reply will help expedite my transaction. Thank you.

Print Name

Social Security #

Date

Print Name

Social Security #

Date

Attachment B Certificate of Entity

Business Name: O Proprietorship O Corporation O Partnership OLIC	Business Information (ALL APPLICANTS)			
Owner: SSN or Tax ID#: Co-Owner: SSN or Tax ID#: Corporations Corporate Officers: Percentage of Ownership President: Vice President: Secretary: Treasurer: List all directors: Authorized Signer Percentage of Ownership Yes No	Business Name:			
Co-Owner: Corporations Corporate Officers: Percentage of Ownership President: Vice President: Secretary: Treasurer: List all directors: Authorized Signer Yes No Title Limited Liability Companies and Partnerships List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)	Single or Dual Proprietorships			
Corporate Officers: Percentage of Ownership President: Vice President: Secretary: Treasurer: List all directors: Authorized Signer Percentage of Ownership Yes No Yes No Yes Ye	Owner:		SSN or Tax ID	#:
Corporate Officers: Percentage of Ownership President: Vice President: Secretary: Treasurer: List all directors: Signer Yes No Title List all shareholders not listed above: Where the desired of Ownership Limited Liability Companies and Partnerships List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)	Co-Owner:		SSN or Tax ID	#:
President: Vice President: Secretary: Treasurer: List all directors: Authorized Signer Percentage of Ownership	Corporations			
Vice President: Secretary: Treasurer: List all directors: Authorized Signer Percentage of Ownership Yes No Title Limited Liability Companies and Partnerships List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)	Corporate Officers:			Percentage of Ownership
Secretary: Treasurer: List all directors: Authorized Signer Yes No Title Limited Liability Companies and Partnerships List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)	President:			
Treasurer: List all directors: Authorized Signer Yes No Title Limited Liability Companies and Partnerships List all names of members or partners: Ownership Execution of Loan Documents (ALL APPLICANTS)	Vice President:			
List all directors: Authorized Signer Yes No Title Limited Liability Companies and Partnerships List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)	Secretary:			
Signer Percentage of Ownership Yes No	Treasurer:			
Yes No Yes	List all directors:			Percentage of Ownership
Yes No Yes No			☐ Yes ☐ No	
List all shareholders not listed above: % of Shares Outstanding Limited Liability Companies and Partnerships List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)			☐ Yes ☐ No	
Limited Liability Companies and Partnerships List all names of members or partners: Ownership Execution of Loan Documents (ALL APPLICANTS)			☐ Yes ☐ No	
Limited Liability Companies and Partnerships List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)			☐ Yes ☐ No	
List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)	List all shareholders not listed above:			% of Shares Outstanding
List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)				
List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)				
List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)				
List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)				
List all names of members or partners: Percentage of Ownership Title Execution of Loan Documents (ALL APPLICANTS)				
Execution of Loan Documents (ALL APPLICANTS)	Limited Liability Companies and Partners	ships		
	List all names of members or partners:		Title	
	Execution of Loan Documents (ALL APPL)	CANTS)		
		Name and Address of the Owner, where the Parket of the Owner, where the Parket of the Owner, where the Owner,		

Attachment C Suggested Business Plan Outline

If you do not already have a business plan, you may use the following as a guideline in creating one. One paragraph for each item is sufficient. An overall length of 2-5 pages is adequate.

- 1. Description of Business
 - a. Name and location
 - b. Legal structure
 - c. Principal owners
 - d. Nature of the business
 - e. History of the business
 - f. Franchise: brief description of franchise relationship/ agreement. Include copy of franchise agreement with your loan application package.
- 2. Product or Service
 - a. Describe product line(s) or type(s) of service
 - b. Describe materials and supply sources
 - c. Methods of production
 - d. Quality and cost of product or service
- 3. Market Information
 - a. Market area and trends
 - b. Customers and potential new customers
 - c. Competition: names, locations, size
 - d. Advantage of your product/service over others
- 4. Advertising
 - a. Methods of advertising and promotion
 - b. Sales methods
 - c. Pricing policy
 - d. Customer Service

5. Facilities

- a. Location
- b. Size and zoning
- c. Age and condition
- d. Expansion opportunities
- 6. Management and Personnel
 - a. Management expertise
 - b. Key personnel (position, qualifications)
 - c. Professional services
 - d. Present & future manpower requirements
 - e. Personnel breakdown number, skill levels, hours, wages, etc.
- 7. Benefits to the Community
 - a. Jobs created/retained
 - b. Building rehabilitation
 - c. Meeting community needs
 - d. Increase in community tax base
- 8. Summary of Future Plans
 - a. Short range and long range
 - b. Expansion
 - c. Relocation
 - d. Three years of projections (first year broken down by month)

Attachment D Business Debt Schedule

This schedule should contain loans for contracts and notes payable such as Term Loans, Lines of Credit, and Equipment Leases. Do not list accounts payable or accrued liabilities.

Creditor Name & Address	Original Amount	Original Date	Current Balance	Interest Rate	Maturity Date	Monthly Payment	Collateral/Security	Current or Delinquent?
								Current
								Delinquent
	,							Delinquent
			1					Delinquent
								Delinquent
,								Delinquent
		Total	\$ 0.00			\$ 0.00		
						<u>-</u>		
Print Nan	ne					Title		
Signature	<u> </u>	V)				Date		

Title

Date

Print Name

Signature

Personal Financial Statement

Date:



Personal Financial Statement of:

Enter your name here As of mm/dd/yyyy

Signature:

<u>Assets</u>	Amount in Dollar	rs
Cash - checking accounts	\$ -	
Cash - savings accounts	-	
Certificates of deposit	-	
Securities - stocks / bonds / mutual		
funds	-	
Notes & contracts receivable	-	
Life insurance (cash surrender		
value)	-	
Personal property (autos, jewelry,		
etc.)	•	
Retirement Funds (eg. IRAs, 401k)	-	
Real estate (market value)	-	
Other assets (specify)	-	
Other assets (specify)		_
Total Assets	\$ -	_
I I - Lillat	Amount in Dalla	
Liabilities	Amount in Dolla	ГŞ
Current Debt (Credit cards,	\$ -	
Accounts)	a -	
Notes payable (describe below)	•	
Taxes payable	•	
Real estate mortgages (describe)	_	
Other liabilities (specify)	_	
Other liabilities (specify)		
Total Liabilities	<u> </u>	-
i Viai Liavilities	Ψ -	-
Net Worth	\$ -	-
1101 1101111	φ -	=

Notes on Preparation

You may want to print this information to use as reference later. To delete these instructions, click the border of this text box and then press the DELETE key.

Many financial institutions will require information about your personal financial data. This spreadsheet will help you prepare a personal financial statement.

Your personal financial statement should show only your personally held assets and liabilities (debts) outside the business. Do not include any business assets or liabilities.

Page 2 of the spreadsheet allows you to give the details behind the numbers on the balance sheet.

If you present this financial statement to a potential lender or investor, be sure to sign and date it in the space provided. The signature is your pledge that the statement is complete and accurate to the best of your knowledge.

Step 1: Prepare a list of all assets owned whether they are paid for or not. Enter the amount you would receive by selling the asset for cash.

Step 2: Prepare a list of liabilities (money you owe).

Step 3: Net worth = Total Assets - Total Liabilities

Personal Finance Statement of:

Enter your name here As of mm/dd/yyyy

Details

1. ASSETS - Details

Mataa	and	Cantra	icts held	

From Whom Owing	Balance Owing	Original Amount	Original Date	Monthly Payment	Maturity Date	History / Purpose
	\$ -	\$ -		\$ -		
		ii ii		12		

Securities: stocks / bonds / mutual funds

	Number of			Date of
Name of Security	Shares	Cost	Market Value	Acquisition
(8)	4	\$	- \$ -	
			- 2	

Stock in Privately Held Companies

			Est. Market
Company Name	No. of shares	\$ Invested	Value
		\$ -	\$ -
			_
	1	17	

Real Estate

Description / Location	Market Value	Amount Owing	Original Cost	Purchase Date
	\$ -	\$ -	\$ -	

2. LIABILITIES - Details

Credit Card & Charge Card Debt

Orean Cara a Charge Cara Debi							
Name of Card / Creditor	Amount Due						
84	\$ -						

Notes Payable (excluding monthly bills)

Name of Creditor	Amount Owing	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)
	\$	- \$ -	\$	-	Α
-					11
-21		-			

Mortgage / Real Estate Loans Payable

			Monthly	1	Secured by
Name of Creditor	Amount Owing	Original Amount	Payment	Interest Rate	(Leine)
	\$ -	\$ -	\$ -		

Attachment F

Business Income Statement

For the Month of:			
	Month	Year	
	Revenues (enter as a positive value)		
	Expenses (enter these as negative values)		
	Cost of Goods Sold		
	Depreciation Expense		=
	Gain/Loss on Sale of Asset/Equipment		
	Other		
	Total Expenses		\$ 0.00
	Net income		\$ 0.00
	<u>come</u> (for the last 12-month period)		
ror the beriod of:	to		
ror the period of:	Month Year to	Month	Year
ror the period of:		Month	Year
ror the period of:	Month Year		Year
ror the period of:	Month Year Revenues (enter as a positive value)		Year
ror the period of:	Month Year Revenues (enter as a positive value) Expenses (enter these as negative values)		Year
ror the period of:	Month Year Revenues (enter as a positive value) Expenses (enter these as negative values) Cost of Goods Sold		Year
For the period of:	Revenues (enter as a positive value) Expenses (enter these as negative values) Cost of Goods Sold Depreciation Expense		Year
ror the period of:	Revenues (enter as a positive value) Expenses (enter these as negative values) Cost of Goods Sold Depreciation Expense Gain/Loss on Sale of Asset/Equipment		Year \$ 0.00

12 Month Cash Flow



•	Pre-Startup	Jan-08	F-1- 00	11 00			l 00	11.00						Т	Total Item
Cash on Hand (beginning of	EST	-	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec	08	EST
month)		0	0	0	0	0	0	0	0	0	0	0		0	31
CASH RECEIPTS				Jan Sain	N	otes on	Preparat	ion				MM24,400,253			
Cash Sales							_				Leon o				
Collections fm CR accounts							nt to print instruction								
Loan/ other cash inj.							ELETE kej								
TOTAL CASH RECEIPTS	0	0	0	0	Re	fer back to	your Prof	it & Loss F	rojection.	Line-by-li	ne ask you	ırself whe	n	0	(
Total Cash Available (before cash out)	0	0	0	0	pro	Refer back to your Profit & Loss Projection. Line-by-line ask yourself when you should expect cash to come and go. You have already done a sales projection, now you must predict when you will actually collect from customers. On the expense side, you have previously projected expenses;								0	
CASH PAID OUT					no	w predict v	vhen you v	vill actually	have to v	vrite the ch	eck to pay	those bill			
Purchases (merchandise)							ill be the s r instance,						her		
Purchases (specify)							er from the ample, may								
Purchases (specify)					tho	ough you re	ecognize th	nem as me	onthly expe	enses. Jus	t try to ma	ke the Cas	sh		
Gross wages (exact withdrawal)							stic as you forecast w								
Payroll expenses (taxes, etc.)							n as need					., margia II	.		
Outside services					No	te that line	s for 'Loan	principal	navment'	hrough 'O	wners' Wi	hdrawal' a	ıre		
Supplies (office & oper.)					for	items that	always ar	e different	on the Ca	sh Flow th	an on the	Profit & Lo	oss.		
Repairs & maintenance							al Payment of accounti								
Advertising					ho	wever, def	initely take	cash out	of the bus	iness, and	so need t	be includ	ded		
Car, delivery & travel							plan. On ti ecause you								
Accounting & legal					Lo	ans Receiv	ved and Ov	wners' Inje	ctions go	in the "Loa	n/ other c	ash inj." ro		+	
Rent							rtup" colun Is intende						ne	+	
Telephone						Cash Flow. It is intended primarily for new business startups or major expansion projects where a great deal of cash must go out before operations commence. The bottom section, "ESSENTIAL OPERATING DATA", is not							1		
Utilities					act	tually part	of the Casi	n model, b	ut it allows	you to tra	ck items v	vhich have	a		
Insurance							t on cash. ' al needs. I							+	
Taxes (real estate, etc.)					ha	ve. Project	all the Re	ceipts and	Paid Outs	for the ye	ar. If CAS	H POSITI	ON		
Interest							usly low or afloat. Ma								-
Other expenses (specify)					the	y could no	t pay the b	ills while	waiting for	money to	flow in. Yo	ur credito	rs	+	
Other (specify)							bout profit		t to be pai	d with casi	n. Cash is	the financ	ial	+	
Other (specify)					-										
Miscellaneous													1	-	
SUBTOTAL	0	0	0	0										0	C
Loan principal payment														_	
Capital purchase (specify)				-										-	
Other startup costs														+	_
Reserve and/or Escrow														-	
Owners' Withdrawal															
TOTAL CASH PAID OUT	O	0	0	0	0	0	0	0	0	0	0	0		0	0
Cash Position (end of month)	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0
								·	,			U		-	
ESSENTIAL OPERATING DA	TA (non cast	flow inf	ormation)		JEV D				The same						anal I
Sales Volume (dollars)															
Accounts Receivable															
Bad Debt (end of month)															
Inventory on hand (eom)															
Accounts Payable (eom)															
Depreciation														_	

Balance Sheet Projected



Balance Sheet (Projected)

Enter your Company Name here

	Beginning as of mm/dd/yyyy	Projected as of mm/dd/yyyy
Assets		1
Current Assets Cash in bank Accounts receivable Inventory Prepaid expenses Other current assets Total Current Assets	\$ - - - - - - - -	\$ - !! - F - y - !!
Total Current Assets	<u> </u>	- I
Fixed Assets Machinery & equipment Furniture & fixtures Leasehold improvements Land & buildings Other fixed assets (LESS accumulated Total Fixed Assets (net of	\$ - - - - - - -	\$ - C - F - F - T
81 8 980 0		
Other Assets Intangibles Deposits Goodwill Other Total Other Assets	\$ - - - - \$ -	\$ - E -
TOTAL Assets	\$ -	\$ -
Liabilities and Equity Current Liabilities		8 4
Accounts payable Interest payable Taxes payable Notes, short-term (due within 12 Current part, long-term debt Other current llabilities	\$.	\$ -
Total Current Liabilities	\$ -	<u> </u>
Long-term Debt Bank loans payable Notes payable to stockholders LESS: Short-term portion Other long term debt	\$ - - -	\$ - -
Total Long-term Debt	\$ -	\$ -
Total Liabilities	\$ ·	\$ -
Owners' Equity Invested capital Retained earnings - beginning Retained earnings - current	\$ - - -	\$ - -
Total Owners' Equity	<u> </u>	<u>s -</u>
Total Liabilities & Equity	\$ -	\$ -

Notes on Preparation

You may want to print this information to use as reference later. To delete these instructions, click the border of this text box and then press the DELETE key.

Projecting your balance sheet can be quite a complex accounting problem, but that does not mean Projecting your balance sheet can be quite a complex accounting problem, but that does not mean you need to be a professional accountant to do it or to benefit from the exercise. The desired result is not a perfect forecast, but rather a thoughtful plan detailing what additional resources will be needed by the company, where they will be needed, and how they will be financed. Using your last historical balance sheet as a starting point, project what your balance sheet will look like at the end of the 12 month period covered in your Profit & Loss and Cash Flow forecasts. How will the year's operations affect assets, debts and owners' equity? For example, if you are planning significant sales growth in the coming year, go through the balance sheet item by item and think about the probably effects of assets.

Ex. ASSETS: Inventory and Accounts Receivable will have to grow. New equipment may be needed for increased production. You may draw down on cash to finance some of this.

Now, since a balance must balance, you need to consider the effects on the other half of the

Now, since a balance must balance, you need to consider the effects of the other half of the statement, liabilities and equity.

Ex. LIABILITIES & EQUITY: Some of the growth may be financed by profits retained in the business as Retained Earnings. Your Profit & Loss Projection will tell you how much might be available from that source. Funds may be contributed by the owners through contributions of more Invested Capital or loans to the company (Notes Payable to Stockholders). Suppliers may provide some of the financing via increased Accounts Payable. The rest will have to be financed by borrowing, which can be: Short term loans (due within 12 months) such as a line of credit or by Long Term Debt (maturity greater than 12 months).

Your firm's balance sheet no doubt has more lines than this template. For clarity and ease of analysis, we recommend you combine categories to fit into this compressed format.

As always for projections, we recommend that you condense your numbers. Most people find it useful to express the values in thousands, rounding to the nearest hundred dollars; for example,

userun to express the values in thousands, rounding to the hearest numbed dollars; for example, \$11,459 would be entered as 11.5.

3. In the Fixed Assets section, the "LESS accumulated depreciation" figure is the total of all depreciation accrued over the years on all fixed assets still owned by the company. Be sure to enter it as a negative number so the spreadsheet will subtract it from Total Fixed Assets.

4. in Owners' Equity, "Retained Earnings-Beginning" is retained earnings as of the last historical balance sheet or the end of the last fiscal year. "Retained Earnings-Current" is net profit for the period of the projections, less any owner's draw (for partnerships and proprietorships) or dividends paid (for corporations).

LOAN AGREEMENT

(The City of Garden Grove - Small Business Loan Program)

THIS LOAN AGREEMENT (the "Loan Agreement") is made and entered into as of [date], by and between The City of Garden Grove , a California municipal corporation ("Lender") and [name of borrower], a [type of entity] ("Borrower"), with respect to the following:
A. Borrower has requested Lender to make a loan to Borrower pursuant to Lender's Small Business Loan Program, funded by Community Development Block Grant monies from the U.S. Department of Housing and Urban Development.
B. Lender has agreed to make the loan described in this Loan Agreement on the terms and conditions set forth in this Loan Agreement and the requirements of state and federal law.
NOW, THEREFORE, in consideration of the covenants and agreements of the parties set forth in this Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.
1. <u>DEFINITIONS</u> . Unless a particular word or phrase is otherwise defined or the context requires otherwise, capitalized terms used in this Loan Agreement shall have the meanings set forth below.
1.1. <u>Business</u> . The term "Business" shall mean the business operations contemplated to be conducted by Borrower in accordance with the Borrower's business plan dated [date].
1.2. <u>Business Day</u> . The term "Business Day" shall mean any day on which Lender's office is open for business, other than Saturdays, Sundays, and legal holidays designated by federal law.
1.3. Effective Date. The term "Effective Date" shall mean the date first above written.
1.4. Event of Default. The term "Event of Default" shall have the meaning set forth in Section 6 of the Loan Agreement.
1.5. <u>Indebtedness</u> . The term "Indebtedness" means (a) indebtedness created, issued, or incurred by Borrower for borrowed money (whether by loan or the issuance and sale of debt securities), whether or not recourse is limited to specific assets of Borrower; (b) obligations of Borrower to pay the deferred purchase or acquisition price of property or services, other than trade accounts payable arising in the ordinary course of business, as long as such trade accounts payable are not for borrowed money and are paid within one hundred eighty (180) days of the date the respective goods are delivered or the respective services are rendered (unless such trade account

payable is being contested in good faith and a sufficient cash reserve, as reasonably determined by Lender, has been established); (c) indebtedness of others secured by a lien on the property of Borrower, whether or not the indebtedness so secured has been assumed by Borrower; (d) obligations of Borrower in respect of letters of credit or similar instruments issued or accepted by banks and other financial institutions for the account of Borrower; and (e) indebtedness of others guaranteed by Borrower.

- 1.6. Obligations. The term "Obligations" means the Borrower's obligation to pay to Lender (a) any and all sums due Lender under the Loan or otherwise under the terms of this Loan Agreement; (b) in the event of any proceeding to enforce the collection of the Obligations, or any of them, after an Event of Default, the reasonable expenses of any exercise by Lender of its rights, together with reasonable attorney fees, expenses of collection, and court costs; and (c) any other indebtedness or liability of Borrower to Lender, whether direct or indirect, absolute or contingent, now or hereafter arising, as provided in this Loan agreement
- 1.7. <u>Principal Balance</u>. The term "Principal Balance" means the outstanding principal balance under the Loan, as evidenced in Lender's account ledger on which the Principal Balance and all payments relating to the Loan shall be entered, which account ledger will be definitive as to the amounts outstanding.
- 1.8. <u>Program Requirements</u>. The term "Program Requirements" means the requirements of the Lender's Small Business Loan Program and the U.S. Department of Housing and Urban Development's Community Development Block Grant program. An overview of the Program Requirements, the Garden Grove Small Business Assistance Program Guide, is attached hereto as Attachment 1.

2. TERMS OF THE LOAN.

2.1. Nature of Facility; Use of Proceeds. Lender agrees to lend to Borrower and
Borrower agrees to borrow from Lender funds in the aggregate principal amount of
[dollar amount] Dollars (\$ [dollar amount]) (the "Loan")
Borrower shall apply the proceeds of the Loan pursuant to the Program Requirements.
2.2 Payments. Borrower shall pay to Lender, beginning on [date of firs payment], and continuing through [insert date payments due and frequency of payments (e.g., the first day of each successive month)] or until paid, principal and interest in the sum of \$ [insert amount due at each payment interval] and shall execute a promissory note in substantially the form attached hereto as Attachment 2.
2.3. Interest Rate. The Principal Balance of all monies advanced by Lender under the Loan shall bear interest at a rate equal to the lower of (a) [number] % per annum, or (b) the highest rate permitted by applicable law, compounded annually on the basis of a 365-day year commencing on the date of this Loan Agreement (the "Interest Rate").

day year. Borrower agrees that any calculation of amounts accruing hereunder at the Interest Rate

2.4. Calculation of Interest. Interest shall accrue on the Loan on the basis of a 365-

shall in each instance be made by Lender and shall, if determined in good faith, be conclusive and binding on Borrower in the absence of manifest error.

- 2.5. <u>Prepayment</u>. Borrower shall have the right to prepay all or any portion of the Loan outstanding at any time without penalty.
- 2.6. Security. Borrower shall provide security for the loan in the form of insert form of security such as a lien, deed of trust, personal guarantee, letter of credit etc._____] in substantially the form attached hereto as Attachment 3.
- 3. <u>REPRESENTATIONS AND WARRANTIES OF BORROWER</u>. To induce Lender to make the Loan and to enter into this Loan Agreement, Borrower makes the following representations and warranties, which shall be true and correct as of the date hereof and throughout the term of this Loan Agreement:
- 3.1. <u>Status of Borrower; Power and Authority</u>. Borrower has the power to borrow and to execute, deliver, and carry out the terms and provisions of this Loan agreement.
- 3.2. No Conflicts or Defaults. Borrower's entry into this Loan Agreement will not immediately, or with the passage of time, the giving of notice, or both, (a) violate the provisions of the Articles of Incorporation or Bylaws of Borrower, if applicable; (b) violate any governmental laws or regulations applicable to Borrower; (c) result in a material default under any material contract, agreement, or instrument to which Borrower is a party; or (d) result in the creation or imposition of any security interest in, or lien, charge, or encumbrance on, any of Borrower's assets.
- 3.3. <u>Litigation</u>. Borrower is not subject to any order of, or written agreement or memorandum of understanding with, any governmental authority limiting Borrower's ability to comply with the covenants in this Loan Agreement. To the best of Borrower's knowledge, there are no actions, suits, claims, investigations, or proceedings pending at law or in equity or before or by any governmental authority, or threatened against Borrower or any of its assets or properties or the transactions contemplated by this Loan Agreement.
- 3.4. <u>Validity</u>, <u>Binding Nature</u>, and <u>Enforceability of the Loan Agreement</u>. This Loan Agreement executed by Borrower constitutes the legal, valid, and binding Obligations of Borrower and are enforceable against Borrower in accordance with their terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditors' rights.

4. **BORROWER'S COVENANTS**.

4.1. <u>Affirmative Covenants</u>. Borrower covenants and agrees, during the term of the Loan and while any Obligations are outstanding and unpaid, to perform all the acts and promises set forth in Section 4.1.

- (a) <u>Payment and Performance</u>. Borrower shall pay and perform all Obligations in full when and as due under the terms of this Loan Agreement (taking into account notice requirements and applicable grace periods), time being strictly of the essence.
- (b) <u>Program Requirements</u>. Borrower shall comply with all of the Program Requirements. This includes, but is not limited to, the requirements outlined in this paragraph. Pursuant to the Program Requirements, the Borrower must provide payroll documentation to the Lender showing job creation sufficient to satisfy the Program Requirements that one full time equivalent job is created for each \$35,000 provided under this Loan Agreement. Further, the Borrower may be subject to state and federal environmental and labor (e.g., prevailing wage) law. Borrower shall comply with all applicable state, federal, and local law.
- (c) <u>Further Assurances</u>. Borrower agrees to execute such other and further documents as may from time-to-time in the reasonable opinion of Lender be necessary to perfect, confirm, establish, reestablish, continue, or complete the purposes and intentions of this Loan Agreement.
 - 4.2. <u>Negative Covenants</u>. The Borrower covenants and agrees that, without the Lender's prior written consent, from and after the Effective Date and until all the Obligations are paid in full:
- (a) <u>Program Requirements</u>. Borrower shall comply with all Program Requirements. This includes, but is not limited to, the requirements outlined in this paragraph. Pursuant to the Program Requirements, the Borrower may not use the money received under this Loan Agreement for the following: (1) Reimbursement of expenses incurred prior to the Lender's formal Loan approval and/or completion of project's environmental review; (2) Support to another business in which the Borrower may have an interest; (3) Subsidy of interest payment on existing loans; (4) Refinancing or consolidating existing debt; (5) Relocation of a business from another jurisdiction; (6) Reimbursement for expenditures prior to Loan approval; or (7) Reimbursement for legal or accounting expenditures.
- (b) Other Agreements. Borrower shall not enter into any agreement containing any provision that would be violated or breached by the performance of its Obligations under this Loan Agreement.
- **5.** <u>REQUIRED DOCUMENTS</u>. As a condition precedent to all duties and obligations of Lender under this Loan Agreement, Borrower shall have delivered to Lender any documents that the Lender may reasonably require, including such document necessary to satisfy the Program Requirements.
- **6.** EVENTS OF DEFAULT. The matters described in Sections 6.1–6.8 shall constitute Events of Default and shall entitle Lender to exercise the rights and remedies under Section 7.
- 6.1. <u>Failure To Pay</u>. Borrower's failure to pay any sum of money owed to Lender in connection with the Obligations, whether principal, interest, penalty, premium, fee, charge, or assessment, within thirty (30) days after the date when due, time being strictly of the essence.

- 6.2. Failure of Warranty or Representation to be True. The failure of any representation or warranty provided by Borrower to be materially true.
- 6.3. <u>Failure to Perform Affirmative Covenants</u>; <u>Violation of Negative Covenants</u>. Borrower's failure to perform any of the affirmative covenants provided in Section 4.1 or Borrower's violation of any of the negative covenants set forth in Section 4.2.
- 6.4. <u>Default Under Loan Agreement</u>. Borrower's breach of any of the material terms, covenants, or conditions set forth in this Loan Agreement.
- 6.5. <u>Judgments</u>. Borrower's suffering uninsured final judgments for payment of money in a material amount (considering Borrower's then current financial condition and the amount of the Principal Balance then outstanding), individually or in the aggregate, and Borrower's failure to discharge the same within a period of sixty (60) days, unless execution has been effectively stayed, whether by appeal, the posting of a bond, or otherwise.
- 6.6. Borrower's Involuntary Bankruptcy. Entry of a decree or order for relief, by a court having jurisdiction, against or with respect to Borrower in an involuntary case (or the failure of any such case to be dismissed within ninety (90) days of its commencement) under federal bankruptcy laws or any state insolvency or similar laws requiring (a) the liquidation of Borrower; (b) a reorganization of Borrower or the Business; or (c) the appointment of a receiver, liquidator, assignee, custodian, trustee, or similar official for Borrower or any of the properties of Borrower.
- 6.7. <u>Borrower's Voluntary Bankruptcy</u>. Borrower's (a) commencement of a voluntary case under federal bankruptcy laws or any state insolvency or similar laws; (b) consent to the appointment for taking possession by a receiver, liquidator, assignee, custodian, trustee, or similar official for Borrower of any of its property; (c) making any assignment for the benefit of creditors; or (d) failing generally to pay its debts as they become due, either as to the amount of such debts or the number of such debts.
- 6.8. <u>Dissolution</u>. If applicable, Borrower's commencement or becoming the subject of any dissolution proceedings; undertaking any action for the purpose of dissolving and winding up Borrower; or resolving to take or taking any action for the purpose of surrendering any right, license, franchise, or other incident of Borrower's existence.

7. REMEDIES.

- 7.1. <u>Lender's Specific Rights and Remedies</u>. On the happening of any Event of Default, Lender, in addition to any and all rights provided by law or equity, may:
- (a) Accelerate and call due the unpaid Principal Balance of the Loan, and all accrued interest and other sums due thereunder;
 - (b) File suit against Borrower; and
- (c) Exercise all other rights and remedies provided by this Loan Agreement or state or federal law.

- 7.2. <u>Collection Costs</u>. If suit or action is instituted to enforce any of the terms of this Loan Agreement, the prevailing party shall be entitled to recover from the other party its attorney fees and costs in addition to all other sums provided by law.
- 7.3. Notice of Default. Lender shall provide Borrower with (a) ten (10) Business Days' prior written notice and an opportunity to cure any default arising from Borrower's failure to satisfy a payment Obligation, and (b) thirty (30) Business Days' prior written notice and an opportunity to cure any other act or omission constituting an Event of Default. Notwithstanding anything to the contrary stated herein, Borrower shall not be entitled to any notice or opportunity to cure any of the Events of Default described in Sections 6.6, 6.7 and 6.8.

8. GENERAL PROVISIONS.

- 8.1. <u>Modifications</u>. The Loan Agreement may be amended, changed, or modified only as may be agreed in writing by Borrower and Lender from time-to-time.
- 8.2. <u>Binding Effect</u>. The Loan Agreement shall be binding on the parties and their successors and assigns. The rights and benefits of any party under the Loan Agreement may not be assigned without the prior written consent of the other party, which consent may be granted or withheld in such other party's sole and absolute discretion.
- 8.3. Entire Agreement. The Loan Agreement constitutes the entire agreement of the parties relating to the Loan. There are no promises, terms, conditions, obligations, or warranties other than those contained in the Loan Agreement. The Loan Agreement supersedes all prior communications, representations, or agreements, verbal or written, between the parties relating to the Loan.
- 8.4. <u>Governing Law</u>. The validity, meaning, enforceability, and effect of the Loan Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of California.
- 8.5. <u>Incorporation by Reference</u>. All documents, instruments, attachments, exhibits, and other writings executed with, referred to in, or attached to this Loan Agreement are incorporated by reference into this Loan Agreement and are made a part of this Loan Agreement as if fully set out herein. This Loan Agreement, before such incorporation, controls in the event of any conflict with the terms of the Loan Agreement.
- 8.6. <u>Jurisdiction and Venue</u>. Borrower consents to the venue and jurisdiction of any court, state or federal, located in the county of Orange. Borrower agrees that any action, proceeding, or other matter arising directly or indirectly under this Loan Agreement may be brought by Lender in its sole discretion in any such court. Borrower agrees to that venue for any action, proceeding, or other matter properly placed in any such court located in the county of Orange. Borrower consents and agrees that any service of process may be made on Borrower wherever Borrower can be located or by certified mail directed to Borrower at Borrower's address set forth in Section 8.7 (with a copy to Borrower's counsel at the most recent notice address). This

provision is permissive, not mandatory, and Lender reserves the right to bring any action, proceeding, or other matter arising directly or indirectly under this Loan Agreement against Borrower wherever either the Borrower or its properties might be found or might otherwise be subject to jurisdiction.

8.7. Notices. Any notice under the Loan Agreement shall be in writing, without implying the obligation to provide such notice. Any notice to be given or document to be delivered under the Loan Agreement shall be deemed to have been duly received on (a) delivery, if delivered in person or by any expedited delivery service that provides proof of delivery; or (b) the 5th Business Day after mailing, if mailed by certified mail, return receipt requested, postage prepaid, addressed to Lender or Borrower at the appropriate addresses. The addresses for notices are those set forth below or such other addresses as may be hereafter specified by written notice by the parties:

If to Lender: The City of Garden Grove

11222 Acacia Pkwy Garden Grove, CA 92840 Attn: CEDD Director

If to Borrower	:: [Borrower's name and address]
	3 12
	Attn:

- 8.8. <u>Relationship of the Parties</u>. Neither Lender nor Borrower shall be deemed a partner, joint venturer, agent, or related entity of the other by reason of the Loan Agreement.
- 8.9. <u>Severability</u>. If a court of competent jurisdiction finds any term or provision of this Loan Agreement, or the application thereof to any person or circumstance, to be invalid, void, or unenforceable to any extent, (a) such court may amend and/or interpret such term or provision so that it will be valid to the fullest extent possible under law; and (b) the remaining provisions of this Loan Agreement and any application thereof shall continue in full force and effect without being impaired or invalidated in any way.
 - 8.10. Time. Time is of the essence under this Loan Agreement.
- 8.11. <u>Waivers</u>. Lender may at any time or from time-to-time waive all or any rights under any of the Loan Agreement, but any waiver or indulgence at any time or from time to time shall not constitute, unless specifically so expressed by Lender in writing, a future waiver by Lender of performance by Borrower.
- 8.12. Indemnity. Borrower agrees to protect, defend, and hold harmless the Lender and its elective or appointive boards, officials, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for

injury or death of any person, damage to property, interference with the use of property and any other monetary damage claims, arising out of, or in any way connected with performance of this Loan Agreement by Borrower, Borrower's agents, officers or employees, subcontractors, or independent contractors. The provisions of this section shall survive the termination of this Loan Agreement.

8.13. <u>Counterparts</u>. This Loan Agreement may be executed in multiple counterparts, all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower and Lender have executed this Loan Agreement as of the date first written above.

LENDER:		
The City of Garden Grove, a California municipal corporation		
Dated:	By:	
	Scott C. Stiles City Manager	
APPROVED AS TO FORM:		
Ву:		
Omar Sandoval City Attorney		
ATTEST:		
Ву:		
Teresa Pomeroy		
City Clerk		
BORROWER:		
[NAME OF BORROWER] State of Incorporation:	_	
Dated:		
By:[Signat	ture]	
Name:	_ [Printed]	
Its:	[Title]	
If Borrower is a corporation, a corp	porate resolution and/or corporate seal is required.	If a
partnership, a statement of partnership	must be submitted to Lender.	

DEED OF TRUST

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Garden Grove Attn.: City Clerk 11222 Acacia Parkway Garden Grove, CA 92840

No fee document pursuant to Government Code Section 27383	
APN:	
DEED OF TRUST AND SECURITY AGREEMENT	
THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made the day of, 2017, by trustor, a [type of entite ("TRUSTOR"), and trustee First American Title Insurance Company, a California corporation ("Trustee"), for the benefit of the City of Garden Grove, a California municipal corporation, beneficiary ("CITY").	y] on
FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness here recited, the receipt of which is hereby acknowledged, TRUSTOR, hereby irrevocably grant transfers, conveys and assigns to CITY, IN TRUST, WITH POWER OF SALE, for the benefined security of CITY, under and subject to the terms and conditions hereinafter set fort TRUSTOR's fee interest in the property located in Orange County, California, described in the attached Exhibit "A" and more commonly known as [property address] (the security of the property address) and the property address of the security of the property address of t	ts, fit h,

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto;

TOGETHER WITH any and all buildings, improvements and landscaping of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property (sometimes collectively referred to as the "Improvements");

TOGETHER WITH all right, title and interest of TRUSTOR, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

"Property").

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all oil, gas and mineral rights (including royalty and leasehold rights relating thereto), all water and water rights and shares of stock relating thereto, and any and all awards made for the taking by eminent domain or by and proceeding or purchase in lieu thereof of the whole or any part of such property; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner.

All of the foregoing, together with the Property, is herein referred to as the "Security".

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

TO SECURE to CITY the obligations and any payments required by that certain Promissory Note, between TRUSTOR and CITY, of even date herewith, along with any exhibits attached thereto ("Note");

TO SECURE to CITY the performance by TRUSTOR of all agreements and adherence to all conditions set forth herein and in the Note;

TO SECURE all renewals, extensions, supplements and other modifications of any of the foregoing, including without limitation modifications that are evidenced by new or additional documents or that change the rate of interest on any obligation; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith, to protect the security of this Deed of Trust; and the performance of the covenants and agreements of TRUSTOR herein contained.

All of the foregoing obligations, as well as those identified hereafter, are referred to collectively herein as the "TRUSTOR Covenants."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

	1.	Purpose.	Pursuant	to that	certain	Loan	Agreement,	and	Promissory	Note,	both
dated		, betw	een CITY	and T	rustor, (CITY	has loaned \$		to T	rustor.	This
Deed o	of Trust	secures the	e loan.								

	2.	<u>Definitions.</u>	The terms	set forth ii	n this s	section	shall ha	ve the	following	meanings
in this		f Trust. Any o								

meanings as defined in the Loan Agreement and the Note, the terms of which have been incorporate into this Deed of Trust.

a.	"TRUSTOR"	shall mean	the trustor,	
----	-----------	------------	--------------	--

- b. "Deed of Trust" shall mean this Deed of Trust and Security Agreement.
- c. "Loan" shall have the same meaning as set forth in the Promissory Note.
- d. "Note" shall mean that certain Promissory Note secured by this Deed of Trust, of even date herewith, executed by the TRUSTOR for the benefit of the CITY.
- e. "CITY" shall mean the City of Garden Grove, a California municipal corporation.
- f. "Loan Agreement" shall mean the Small Business Loan Program Loan Agreement dated ______, executed by TRUSTOR and the CITY.
- g. "Property" shall mean that certain real property legally described on Exhibit "A," attached to this Deed of Trust and incorporated herein, together with all Improvements, and fixtures now or hereafter constructed, placed or located on the Property.
- h. "Term" shall mean the term of the Note, the obligations of which are secured by this Deed of Trust.
- 3. TRUSTOR 's Estate. TRUSTOR represents and warrants that it is lawfully seized of the estate hereby conveyed, that it has the right to grant and convey the Security, and that other than this Deed of Trust, the Note, and a repurchase option held by CITY, the Security is not encumbered by any senior liens. TRUSTOR agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage of any title insurance policy insuring CITY's interest in the Security.
- 4. <u>Payment of Sums Owed.</u> TRUSTOR shall promptly pay to CITY, when due, any amounts due under the Note, including, but not limited to amounts due under the Loan as set forth in the Note.
- 5. TRUSTOR Covenants. TRUSTOR will observe and perform all of the covenants and agreements of the TRUSTOR Covenants, as more specifically contained herein.
- 6. Transfer of Property by TRUSTOR. Prior to expiration of the Term, TRUSTOR agrees the amounts due under the Note shall become due upon the sale or transfer of the Security as provided in the Note. The following events shall not be considered a transfer of interest: (a) a change in ownership of TRUSTOR as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of TRUSTOR's stock on a national exchange or between TRUSTOR's parent company, if any, and any subsidiary, affiliate, related

entity, or other entity that controls, is controlled by, or is under common control with TRUSTOR; (c) the Transfer of this Agreement to TRUSTOR's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with TRUSTOR; or (d) a collateral assignment of TRUSTOR's interest in this Agreement to a lender as security for any indebtedness of TRUSTOR to the lender. TRUSTOR shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof.

- 7. Liens. TRUSTOR shall not cause, incur, suffer or permit to exist or become effective any lien, encumbrance or charge upon all or any part of the Property, or any interest therein other than (i) easements, rights of way, covenants, conditions, restrictions, liens and other title limitations as provided in the PSA, or as approved in writing by CITY, and (ii) immaterial easements and rights of way which are required by governmental authorities as a condition to the use of the Security (collectively, the "Permitted Encumbrances"). TRUSTOR shall pay and promptly discharge, at TRUSTOR's cost and expense, all liens, encumbrances and charges upon the Security, or any part thereof or interest therein other than the Permitted Encumbrances. If TRUSTOR shall fail to remove and discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of CITY, CITY may, but shall not be obligated to, discharge the same, without inquiring into the validity of such lien, encumbrance or charge nor inquiring into the existence of any defense or offset thereto, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in court a bond or the amount claimed, or otherwise giving security for such claim, in such manner as is or may be prescribed by law. TRUSTOR shall, immediately upon demand by CITY, pay to CITY an amount equal to all costs and expenses incurred by CITY in connection with the exercise by CITY of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure and, until paid, such sums shall be secured hereby.
- 8. Preservation and Maintenance of Security. TRUSTOR agrees that at all times prior to full payment of the sums owed under the Note, secured by this Deed of Trust, that the TRUSTOR will, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and repair and in a prudent and businesslike manner.

9. Protection of CITY's Security.

- a. If TRUSTOR fails to perform the TRUSTOR Covenants or any obligations contained in this Deed of Trust, or the Note, if an Event of Default, as defined hereafter, occurs, or if any action or proceeding is commenced which materially affects CITY's interest in the Security, then CITY, at its option and upon notice to TRUSTOR, may make such appearances, disburse such sums and take such action as it determines necessary to protect CITY's interest, including but not limited to, disbursement of reasonable attorney's fees and necessary repairs to the Security.
- b. Any amounts disbursed by CITY pursuant to this Section will become an indebtedness of TRUSTOR secured by this Deed of Trust. Unless TRUSTOR and CITY agree to other terms of payment, such amount will be payable upon notice from CITY to TRUSTOR requesting payment thereof,

and will bear interest of ten percent (10%) from the date of disbursement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Nothing contained in this Section will require CITY to insure any expense or take any action hereunder.

- c. In the event that the TRUSTOR fails to observe or perform any obligations or TRUSTOR Covenants under this Deed of Trust, or the Note, then the CITY may hold TRUSTOR in default, treat the occurrence as an Event of Default pursuant to this Deed of Trust, and take any actions available under this Deed of Trust, or the Note, including, but not limited to, acceleration of any payments due or sale of the Security, as provided for hereafter.
- 10. Events of Default. Each of the following shall constitute an event of default ("Event of Default"): (a) the occurrence of any default under the provisions of this Deed of Trust, or the Note; or (b) the failure to make any payment or perform any of TRUSTOR's other obligations now or hereafter secured by this Deed of Trust (subject to any applicable cure period).
- 11. Acceleration. Remedies and Notice. If TRUSTOR is in default of any obligations under this Deed of Trust (including the TRUSTOR Covenants), or the Note, or at the occurrence of any Event of Default, then at the option of CITY, the amount of any payment related to any such default, the Loan amount under the Note, as applicable, and any other indebtedness and other obligations secured hereby shall immediately become due and payable without presentment, protest notice or demand, all of which are hereby expressly waived, upon written notice by CITY to TRUSTOR and no omission on the part of CITY to exercise such option when entitled to do so shall be construed as a waiver of such right.

Upon TRUSTOR's breach of any covenant or agreement in this Deed of Trust (including, but not limited to, the covenant to pay, when due, any sums secured by this Deed of Trust), or the Note, or upon the occurrence of an Event of Default, CITY, prior to acceleration of the sums due under the Note, shall provide notice by certified mail, return receipt requested, to TRUSTOR specifying:

- a. the breach or Event of Default;
- b. if the breach or Event of Default is curable, and the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is effective, by which such breach, if curable, is to be cured; and
- d. if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums due under the Note, as secured by this Deed of Trust, as well as sale of the Security (collectively the "Notice of Default")

If the breach or Event of Default is not curable or is not cured on or before the date specified in the Notice of Default, CITY, at its option, may:

- i. declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;
- ii. commence an action to foreclose this Deed of Trust as a mortgage, or specifically enforce any of the covenants hereof;
- iii. deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale as the law may require; or
- iv. exercise all other rights and remedies provided herein, in the instruments by which TRUSTOR acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby; or provided by law.

The Notice of Default shall also inform TRUSTOR of TRUSTOR's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of TRUSTOR to acceleration and sale.

CITY shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section.

- 12. <u>Foreclosure by Power of Sale.</u> Should CITY elect to foreclose by exercise of the power of sale herein contained, CITY shall notify Trustee and shall deposit with Trustee this Deed of Trust, and the Note, which is secured hereby (and the deposit of which shall be deemed to constitute evidence that unpaid amounts due pursuant to the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.
 - a. Upon receipt of such notice of election to foreclose from CITY, Trustee shall cause to be recorded, published and delivered to TRUSTOR the Notice of Default, as outlined above, and CITY'S notice of election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on TRUSTOR, after lapse of such time as may then be required by law and after recordation of a Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise to the TRUSTOR according to law, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation Trustee or CITY, may purchase at such sale, and TRUSTOR hereby covenants to warrant and defend the title of such purchaser or purchasers.

- b. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid amounts due pursuant to the Note; (ii) all other sums then secured hereby, as applicable; and (iii) the remainder, if any, to TRUSTOR.
- c. Trustee may postpone sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.
- 13. TRUSTOR's Right to Reinstate. Notwithstanding CITY's acceleration of the sums secured by this Deed of Trust, or other actions taken in response to any Event of Default of TRUSTOR, TRUSTOR shall have the right to have any proceedings commenced by CITY, to enforce this Deed of Trust, discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if:
 - a. TRUSTOR pays CITY all sums which would be then due under this Deed of Trust, or the Note, as applicable;
 - b. TRUSTOR cures all breaches of any other covenants or agreements of TRUSTOR contained in this Deed of Trust, or the Note, as applicable
 - c. TRUSTOR pays all reasonable expenses incurred by CITY and Trustee in enforcing the covenants and agreements of TRUSTOR contained in this Deed of Trust, and in enforcing CITY's and Trustee's remedies, including, but not limited to, reasonable attorney's fees, as applicable; and
 - d. TRUSTOR takes such action as CITY may reasonably require to assure that the lien of this Deed of Trust, CITY's interest in the Security and TRUSTOR's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired.

Upon such payment and cure by TRUSTOR, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

- 14. Forbearance by CITY Not a Waiver. Any forbearance by CITY in exercising any right or remedy shall not be a waiver of the exercise of any such right or remedy, nor shall acceptance by CITY of any payment provided for in the Note constitute a waiver of the CITY's right to require prompt payment of any remaining amounts owed. The procurement of insurance or the payment of taxes or other liens or charges by CITY shall not be a waiver of CITY's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- 15. <u>Remedies Cumulative.</u> All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, including the Note, or afforded by law or equity, and may be exercised concurrently, independently or successively at the discretion of CITY.

- 16. Reconveyance. Upon payment of all sums secured by this Deed of Trust, as set forth in the Note, CITY shall request Trustee to reconvey the Security and shall surrender this Deed of Trust and the Note to Trustee. Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
- 17. <u>Substitute Trustee.</u> CITY, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 18. Notice. All notices, demands and requests which may be given, or which are required to be given by any party to this Deed of Trust, and any exercise of a right of termination provided by this Deed of Trust, shall be in writing and shall be deemed effective either: (1) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (2) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

If to TRUSTOR:	
	Attn.:
	Email:
If to CITY:	City of Garden Grove, Attn.:
	11222 Acacia Parkway Garden Grove, CA 92840
	Email:

- 19. <u>Governing Law.</u> This Deed of Trust shall be governed by the laws of the State of California.
- 20. Severability. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid

or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

- 21. <u>Captions</u>. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 22. <u>Exhibits.</u> Any exhibits referred to in this Deed of Trust are incorporated in this Deed of Trust by such reference.

IN WITNESS WHEREOF, TRUSTOR has executed this Deed of Trust as of the date first written above.

[NAME OF TRUS' State of Incorporati	-
Dated:	
D.,,	[Cimpatura]
By:	[Signature]
Name:	[Printed]
Its:	[Title]

If Borrower is a corporation, a corporate resolution and/or corporate seal is required. If a partnership, a statement of partnership must be submitted to Lender.

EXHIBIT "A" TO DEED OF TRUST LEGAL DESCRIPTION

APN: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)	
COUNTY OF ORANGE)	
Public, personally appearedsatisfactory evidence to be the peracknowledged to me that he execusignature on the instrument the perexecuted the instrument.	son whose name is substanted the same in his authorson, or the entity upon PERJURY under the law orrect.	, who proved to me on the basis of oscribed to the within instrument and thorized capacity, and that by his in behalf of which the person acted, aws of the State of California that the
(coal)	Signature	E 20
(seal)		

PROMISSORY NOTE SECURED BY DEED OF TRUST

Principal Amount: \$	
[DATE]	
FOR VALUE RECEIVED, the undersigned,, a[ty entity] ("Borrower") promises to pay to the City of Garden Grove, a California mun corporation ("City") or to order at 11222 Acacia Parkway, Garden Grove, California, 9284 such other place as City may designate in writing, the principal sum of	icipal
1. <u>Agreement.</u> This Note is given in accordance with that certain Small Business Program Loan Agreement. The obligations of the Borrower under this Note shall be subject terms of the Deed of Trust of even date herewith, which secures performance under this Note.	to the
2. <u>Definitions.</u> The terms set forth in this section shall have the following meaning this Note. Capitalized terms not defined in this Note shall have the same meanings as definithe Deed of Trust, the terms of which are incorporated into this Note by this reference.	_
(a) "Deed of Trust" shall mean that certain Deed of Trust, of even herewith, executed by Borrower for the benefit of City, which Deed of Trust secure obligations of this Note.	
(b) "Loan" shall mean the loan in the amount of \$ by C. Borrower, which Loan is the subject of this Note.	ity to
(c) "Note" shall mean this Promissory Note Secured by Deed of Trust.	
(d) "Parties" shall mean City and Borrower.	
(e) "Property" shall mean that certain real property described on Exhibit attached hereto and incorporated herein, together with all improvements, and fixtures no hereafter constructed, placed or located on the Property.	
(f) "Small Business Loan Program Loan Agreement" or "Loan Agreer shall mean that certain Loan Agreement, of even date herewith between City and Borrower.	nent"
(g) "Term" shall mean the term of this Note, which shall begin on the date set forth above and shall end on	e first
3. Repayment.	
(a) Monthly Principal and Interest Payments. Starting on, and continuing thereafter from month-to-month until, Borrower shall monthly payments to City, or to order, in advance on the first day of each calendar month principal and interest at the rate of percent per annum (%) computed of basis of a 360-day year, in the amount of Dollars (\$).	make th, of

- (b) Repayment in Full. At the end of the Term of this Note, the entire unpaid principal balance and all accrued interest, if any, shall be due and payable. Furthermore, the total amount of the unpaid principal owed under this Note shall immediately become due and payable in the event of a default by Borrower under this Note or the Deed of Trust. Failure to declare such amounts due shall not constitute a waiver on the part of City to declare them due in the event of a subsequent default.
- (c) <u>Terms of Payment.</u> All amounts due and payable under the Note are payable at the Office of City at the address provided above, or at such other place or places as City may designate to Borrower in writing from time to time. Any payment under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.
- (d) <u>Prepayments.</u> Borrower may prepay all or part of the principal balance plus applicable interest due under this Note without penalty.
- 4. Prohibition Against Transfer of Interest. Borrower shall not make any transfer, sale, assignment or conveyance, or transfer in any other form, other than in accordance with the terms of this Note or the Deed of Trust. If any such transfer is made, all amounts due under this Note shall become immediately due and payable without further notice by City, as set forth herein. The following events shall not be considered a transfer of interest: (a) a change in ownership of Borrower as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Borrower's stock on a national exchange or between Borrower's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Borrower; (c) the Transfer of this Agreement to Borrower's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Borrower; or (d) a collateral assignment of Borrower's interest in this Note to a lender as security for any indebtedness of Borrower to the lender. Borrower shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof. but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to City.
 - 5. <u>Security.</u> The Deed of Trust, dated the same date as this Note, secures this Note.

6. Waivers.

- (a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at City's sole discretion and that City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.
- (b) No extension of time for payment of this Note or any installment hereof made by agreement by City with any person or party now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

- (c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights:
- (i) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever;
- (ii) of presentment for payment, demand, protest and notices of dishonor and protest made by City; and
- (iii) with respect to City's diligence in taking any action to collect any sums owing under this Note or in proceeding against any of City's rights and interests in and to properties securing payment of this Note.
- 7. <u>Attorney Fees and Costs.</u> Borrower agrees, that if any amounts due under this Note are not paid when due, in addition to any such past due amounts, Borrower shall pay, all costs and expenses of collection and reasonable attorney fees paid or incurred by City in connection with the collection or enforcement of this Note; whether or not suit is filed.
- 8. <u>Joint and Several Obligations.</u> This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.
- 9. <u>Deed of Trust Acceleration.</u> This Note is secured by a Deed of Trust on the Property. The Deed of Trust provides for acceleration of the payments due under this Note, along with applicable interest, as set forth in Section 10, below, in the event of default (after expiration of any applicable cure period) under the Deed of Trust or this Note.
- 10. <u>Default.</u> Borrower shall be in default under this Note if Borrower: (i) fails to pay any money when due under this Note; (ii) breaches any representation or covenant made in this Note in any material respect; or (iii) breaches any provision of the Deed of Trust.

All covenants, conditions, and agreements contained in this Note and the Deed of Trust are hereby made a part of this Note, and Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all charges owing, shall, at the option of City hereof, become immediately due and payable, and thereafter until paid bear interest at the rate of ten percent (10%) per annum ("Default Rate"), compounded annually upon the failure of the Borrower to make any payment hereunder, as and when due (after expiration of any applicable cure period); upon the failure of Borrower to perform or observe any other term or provision of this Note; or upon the occurrence of any event (whether termed default, event of default, or similar term) which (after the expiration of any applicable cure period) under the terms of this Note or the Deed of Trust shall entitle City to exercise rights or remedies thereunder.

- 11. <u>Governing Law.</u> This Note shall be construed in accordance with and be governed by the laws of the State of California.
- 12. <u>Severability</u>. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

- 13. <u>Time.</u> Time is of the essence in this Note.
- 14. No Waiver by City. No waiver of any breach, default, or failure of condition under the terms of this Note or the Deed of Trust or the obligations secured thereby shall be implied from any failure of City to take, or any delay by City in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note or the Deed of Trust or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.
- 15. <u>Amendments and Modifications.</u> This Note may not be changed orally, but only by an amendment in writing signed by Borrower and City.
- 16. <u>Notices</u>. All notices required in this Note shall be sent in accordance with Section 18 of the Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

Lender.

DIAME OF DODDOWED

State of Incorporat	ion:
Dated:	
Ву:	[Signature]
Name:	[Printed]
	[Title]
and/or corporate se	rporation, a corporate resolution cal is required. If a partnership, a crship must be submitted to

EXHIBIT "A" TO PROMISSORY NOTE GENERAL DESCRIPTION OF THE PROPERTY

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Scott Stiles

From:

Lisa Kim

Dept:

City Manager

Dept:

Community &

Economic Development

Subject:

Orange County Business Journal

2017 Innovator of the Year

Nominations

Date:

June 29, 2017

OBJECTIVE

To convey information regarding a nomination submitted by the City for the Orange County Business Journal 2017 Innovator of the Year Awards.

BACKGROUND

The Orange County Business Journal (OCBJ) recently accepted nominations for the 3rd annual **2017 INNOVATOR OF THE YEAR AWARDS**. The program is designed to recognize and celebrate OC innovators who are creating game-changing ideas, processes, products, services and business models.

As we continue to promote Garden Grove's business friendly environment, this nomination is an opportunity to honor a high-profile local business who is leading the way across the nation in providing innovative services and pioneered creative ways that advanced their business model.

DISCUSSION

For the 2017 OCBJ nomination, staff is pleased to recognize American Metal Bearing Company. American Metal Bearing Company (AMB) was originally founded in 1921 in Los Angeles with its main business being rebabitting of automotive bearings. During this period the company developed and manufactured an improved connecting rod and bearing for Duesenberg racing cars that ran in the famous Indy 500 race.

In the 1930's, AMB began the "Weld-Tite" babbitting process – a meticulous method of bonding Babbitt metal to bronze, steel or cast iron. The success of Weld-Tite process swiftly led the bearing company into the petroleum industry with its many large engines operating 24 hours a day – 365 days a year. This was also the time when they entered into the field of marine engine bearings with a patented

Innovator of the Year Nominations June 29, 2017 Page 2 of 2

phenolic bearing stave for stern tubes of large ships, with shaft diameters from 18"-30" and lengths up to 7 feet leading further penetration into the field.

In April of 1973, the company moved from its downtown location to Garden Grove, California. The facilities here in Garden Grove were specifically constructed to suit the company's industrial needs and a long term lease was arranged. Since then, the company has continued to enjoy rapid and sound expansion. Today, AMB produces oil and water lubricated propulsion shaft bearings for **75%** of new U.S. Navy ship construction.

In the last couple of years, AMB has initiated replacement of their older equipment and upgrades to their facility. The new equipment allows them to stay competitive and manufacture parts at quicker top quality speed to meet new standards for their customers. AMB has grown to use some of the most advanced engineering and machining techniques to keep its customers supplied with the latest advancements in its field. In the spirit of aiding the community and bringing new ideas into the company, AMB has hosted internships for both engineers and machinists to aid members of the community and give young minds the encouragement to progress in their chosen fields.

American Metal Bearing Company, is a Garden Grove business making a positive difference in the community by creating game-changing products and services, and demonstrate brilliance and leadership in innovation. On August 14, 2017, the Orange County Business Journal will publish the Innovator of the Year Supplement featuring profiles and photos of all nominees.

The five award recipients will be announced at a special awards luncheon and ceremony on September 12, 2017 at the Hotel Irvine.

LISA L. KIM

Community and Economic Development Director

By: Monica Covarrubias Project Manager



CITY OF GARDEN GROVE

June 16, 2017

Senator Dianne Feinstein United States Senate 331 Hart Senate Office Building Washington DC 20501 Steven R. Jones

Mayor

Phat Bui

Mayor Pro Tem - District 4

Kris Beard

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Stephanie Klopfenstein Council Member - District 5

Kim Bernice Nguyen

Council Member - District 6

Dear Senator Feinstein:

I want to thank you and your colleagues – Senator Mike Lee, Senator Tom Cotton and Senator Richard Blumenthal – for introducing the "Drone Federalism Act of 2017" authorizing state and local governments to adopt reasonable, common sense rules governing the time, manner and place of civil unmanned aircraft system (UAS) operations up to 200 feet from the ground or within 200 feet of a structure.

State and local authorities have traditionally exercised their police, land use and zoning powers to address the specific concerns of their community. Unfortunately, local governments have lacked real clarity from federal policy makers regarding their respective role, even as drone usage grows exponentially in scope, intensity and variety of applications.

Local policy makers like myself want to welcome and support the development of new technologies, while protecting our residents' expectations of safety and privacy. UAS present unique concerns about privacy rights and public safety, and local jurisdictions are best suited to address them within the context of our communities.

Our city of Garden Grove recently adopted an ordinance incorporating some basic rules regarding safe drone use. Federal legislations clarifying and broadening our ability to adopt additional rules, if necessary, is helpful. The Drone Federalism Act preserves our ability to support UAS innovation in a manner that protects the rights and safety of our citizens. We welcome guidance from the Federal Aviation Administration as a base level of protections nationwide. However, no two cities are the same. Local governments need to discretion and flexibility to adopt reasonable rules governing UAS operation.

I would like to offer my support for the Drone Federalism Act of 2017 and its provisions allowing state and local government regulation of the time, manner and place of UAS operations in terms of: UAS speed; flight over critical infrastructure such as schools, churches and parks; prohibiting reckless operation; operations during certain times of day or week, or during special events; public safety, privacy, and use and noise pollution.

Thank you for your leadership and I would like to offer my support for this legislation.

Respectfully.

The Honorable Steve Jones

Mayor



CITY OF GARDEN GROVE

June 28, 2017

Governor Edmund G. Brown Jr. State Capitol Building, Sacramento, CA, 95814

Steven R. Jones

Mayor

Phat Bui

Mayor Pro Tem - District 4

Kris Beard

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Stephanie Klopfenstein Council Member - District 5

Kim Bernice Nguyen Council Member - District 6

Re: Support for the California WaterFix and EcoRestore

Governor Brown,

Water has historically played a crucial role in Orange County, from our start as farmland and ranches through our growth as a residential suburb, to our current gross county product of \$223.2 billion economy powered by technology, life sciences, tourism and other sectors. Recognizing water's great value, Orange County has done a tremendous job using water wisely. Today, the County uses about the same amount of water as it did in the early 1980s, even though we've added more than 1 million residents since then. But 25 percent of the water that fuels Orange County's economy and our quality of life flows through the State Water Project. That is why the California WaterFix and EcoRestore are critical to Orange County, and all of Southern California.

A 2016 Orange County Water Reliability Study led by the Municipal Water District of Orange County (MWDOC) revealed that without new supply and system investments by the Metropolitan Water District of Southern California (MET), MET's member agencies and Orange County projected water shortages would be too frequent and overall reliability would not be sustainable by as early as 2030.

The study determined Orange County should continue to support and strongly advocate for the implementation of the California WaterFix and EcoRestore proposal, as it represents the most cost-effective large-scale reliability solution to improving regional water supply reliability for Southern California and hence the reliability for Orange County.

The California WaterFix, which would build twin tunnels beneath the Delta, and California EcoRestore proposal provide a framework of how best to approach the management of the Delta's combined water and land resources in a manner that will realistically achieve improvements in both water supply reliability and ecosystem protection for the Delta by balancing the many competing demands.

The California WaterFix and EcoRestore will help with water supply reliability by improving essential ecosystem functions so that populations of protected and commercially imported aquatic species will be strengthened. Our use of the water

June 29, 2017 **Support for the California WaterFix and EcoRestore**Page 2

resources is fundamentally tied to the health of the fish populations. Experts agree the Delta in its current state is not sustainable and will fail.

The twin tunnels that make up the WaterFix project would also protect the key infrastructure from earthquake and other natural disasters and provides the most cost-efficient project solution.

The MWDOC Board of Directors in December unanimously passed a resolution of support for the California WaterFix and EcoRestore, and the City of Garden Grove strongly joins them in urging timely completion of the WaterFix and EcoRestore.

It is well understood that water is life; we at the City of Garden Grove know well that a reliable water supply is critical to economic survival and growth, as well.

Sincerely,

Steven R. Jones

Mayor

c: Senator Kamala Harris, (Kevin_Chang@Harris.Senate.gov)
Senator Dianne Feinstein, (Peter_Muller@Feinstein.Senate.gov)
Representative Correa, 46th District, (Claudio.Gallegos@mail.house.gov)
Representative Lowenthal, 47th District, (Phong.Ly@mail.house.gov)
Representative Rohrobacher, 48th District, (Alexander.Gonzalez@mail.house.gov)
State Senator Janet Nguyen, 34th District, (tina.tran@sen.ca.gov)
Assembly Member Tom Daly, 69th District, (AssemblyMember.Daly@asm.ca.gov)
Assembly Member Travis Allen, 72nd District, (AssemblyMember.Allen@asm.ca.gov)
Supervisor Andrew Do, 1st District, (Veronica.Carpenter@ocgov.com)
Felicia Marcus, State Water Resources Control Board, Chair
William Croyle, California Department of Water Resources, Acting Director
Randy Record, Metropolitan Water District of Southern California, Chairman
Wayne Osborne, Municipal Water District of Orange County, President



CITY OF GARDEN GROVE

Steven R. Jones

Mayor

Phat Bui

Mayor Pro Tem - District 4

Kris Beard

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Stephanie Klopfenstein Council Member - District 5

Kim Bernice Nguyen Council Member - District 6

The Honorable Ben Hueso State Capitol, Room 4035

Sacramento, CA 95814

June 19, 2017

RE: SB 649 (Hueso) Wireless Telecommunications Facilities - OPPOSE AS AMENDED

Dear Senator Hueso:

The City of Garden Grove would like to express its opposition to the proposed legislation, Senate Bill 649 (Hueso). The bill would establish a streamlined permitting process for small cell wireless facilities, and limit the fees that local governments may charge for placement of small cells on city or county owned infrastructure. This is concerning to cities in Orange County and throughout the State, because it severely restricts the ability for cities to make necessary discretionary decisions related to the aesthetic and safety of small cell and wireless infrastructure within their jurisdictions.

Currently, telecommunications service providers must receive a permit from a city or county to build for their infrastructure deployment. Where equipment is being added to an already existing structure providers must request approval to collocate on those facilities. Cities and counties cannot hinder additions to pole attachment in the public right-of way, but can oversee when those projects are taking place to ensure public safety, and that day-to-day city business is not disrupted. SB 649 aims to change the permitting process for small cell sites by redefining small cells and removing discretionary permitting authority from cities and counties. This measure considers small cell technology as equipment with all antennas on the structure (excluding associated equipment) that totals no more than six cubic feet in volume, associated equipment on pole structures not to exceed 21 cubic feet, and specified micro wireless facilities. This small cell definition would require a local government to provide streamlined permitted use if it's located in a public right-of-way in any zone or in any zone that includes a commercial or industrial use. Additionally, this bill would mandate that a city or county make its vertical infrastructure available for the placement of small cells, and require automatic renewal of permits for telecommunications facilities. Removing these important land use zoning decisions from local governments, and usurping the public input processes through the adoption of ministerial designations is detrimental to the overall community.

SB 649 (Hueso) Wireless telecommunications facilities. – OPPOSE AS AMENDED June 19, 1017 Page 2

Further circumventing the jurisdiction of local governments is the restructure of facility use revenue collection. Right now, local entities are authorized to charge an annual fee for use of a pole structure, and can negotiate lease rates for small cell attachments on other publicly owned vertical infrastructure. This process is built on negotiations and years of relationship building between the city and the provider for a mutually beneficial cost-benefit. SB 649 would mandate cities to adopt a flat rate or tiered system between \$100 to \$850 per small cell, per year - significantly reducing the fees that a city or county may charge for the installation of a small cell telecommunications facilities. The measure would also eliminate the collection of any escrow or similar deposit for removal of such a facility. The revenue that City of Garden Grove had been formally reliant on could change the level of services and prioritization of community projects that had been offered based on this income. Ultimately, reducing the ability for cities and counties to negotiate for a productive and fair public benefit through lease, rent and maintenance agreements removes yet another economic development tool for our municipalities.

Cities require full discretionary review of small cell implementation and the deployment process. Public benefits negotiated through an already existing fair and reasonable development structure makes this bill unnecessary and punitive towards cities. The City of Garden Grove is committed to finding fair solutions to challenges that affect our communities. For this and the reasons described above, the City of Garden Grove opposes SB 649.

Should you have any questions about our positon or about City of Garden Grove please Maria Stipe, Deputy City Manager at (714) 741-5106 or at marias@ci.gardengrove.ca.us.

Sincerely,

Steven R. Jones

Mayor

c: Janet Nguyen, Senator, 34th District (Tina.Tran@sen.ca.gov) Tom Daly, Assembly Member, 69th District (Roxanne.Chow@asm.ca.gov) Travis Allen, Assembly Member, 72nd District (Ryan.Cutitta@asm.ca.gov) Tony Cardenas, League of California Cities (TCardenas@cacities.org) Association of California Cities - Orange County (ACC-OC) (DCoronado@accoc.org)

Koreatown News

등당달보 2017년 6월 26일 월요일

Let's Help Korean Victim of Violence

Garden Grove Sister City Association

began an online fundraiser on GoFundMe

By Sanghwan Lim

(GGSCA) of Garden Grove has The Sister City Association Korean woman who were robbed started a fundraiser to help the and beaten in Placentia, Calif. BORTIV

Rachot Moragraan

The GGSCA began an online fundraiser on GoFundMe helping-our-friends-from-korea) (https://www.gofundme.com/ last Thursday to help the family. The goal is to raise \$3,000.

much familiar with the Korean "Our organization is very is a sister city to South Korea's community as Garden Grove

Orange County Hotel. She was who sustained serious injuries to her clavicle bone and ribs, received surgeries earlier last reportedly robbed of \$1,000. Kim, week and was dispatched from the hospital on Thursday. Anyang and many of our members have previously

Thursday, it raised \$210 from old daughter, only identified GoFundMe campaign helpvictimsofplacentia). The goal of her fundraiser is to also launched an additional reach \$25,000. As of 3 p.m. A friend of Kim's 25-yearby her last name Kang, (https://www.gofundme.com/ visited Korean with student organizations," said GGSCA Garden Grove chairwoman to help the family from Korea brutally abused by robbers in "We chose to organize an effort after learning that they were Orange County," Moragraan added, "I would imagine that the hospital bill will be considerably

Kang said. "I'm contacting people to apply for support programs for victims of crime, "Money's the biggest problem," but it's worrying as I don't know how much funding we could get." of Best Western Plus Anaheim and robbed inside a parking lot high. We wanted to provide even The victim, only identified by her last name Kim, was beaten

a little bit of help."



Sister City Association (GGSCA) of Garden Grove chairwoman Racho Moragraan and PR director Veronica Avila are introducing the GoFundM website at the city half

"I'm A Bad Singer, But I 'Show' Music!"

WEEKLY MEMO 6/29/17

NEWS ARTICLES

Firefighters raise \$\$\$ to

fight Muscular Dystrophy

Orange County News June 28, 2017 1 of 3

By Loreen Berlin

About 25 Garden Grove firefighters from Local No. 2005 walked in the crosswalks and worked the crowds of drivers at Harbor Boulevard and Chapman Avenue Saturday to "Fill the Boot" with money, an annual fundraiser for the Muscular Dystrophy Association.

After four hours, they donated nearly \$7,000 to MDA Area Director Liz Denny.

Battalion Chief Tustin Truhill's son Gavin, 10, has been affected by MS and has been helped by the Association. He was on site Saturday to help hand out junior firefighter stickers to children whose parents donated to the cause, along with carrying a donation sign on the sidewalk with his brother, Cooper, 9.

People walking on the sidewalks stopped to ask what the money would be used for and then dug into their pockets and donated

money. One man didn't speak non-profits." English but managed to convey he wanted to donate money. which he did. Another family with small children walking toward the firefighters' pop-up tent also asked questions and then put money in the firefighters' boot.

Truhill and his family were out to help with the fundraiser and recently Truhill and his sons each shaved their heads for the St. Baldrick Foundation. Shaving their heads was a way to raise money for childhood cancer research and shows solidarity with children who are fighting cancer and have lost their hair.

"I've been doing the MD fundraiser for as long as I've been employed by the Garden Grove Fire Department, 18-years, and my sons, Gavin and Cooper, have helped for about five years, along with my wife Tami," said Truhill. "I like to teach my sons the gift of community service and helping of millions of dollars over the

Capt. Steve Fellner said he's been helping for the 17 years he's been with the Garden Grove Fire Department. The department started the project in 1954.

"It's through the generosity of drivers that we can do this," said Fellner. "One person donated two, \$100 bills and some donate the change from their ashtray and we get tons of \$5 bills."

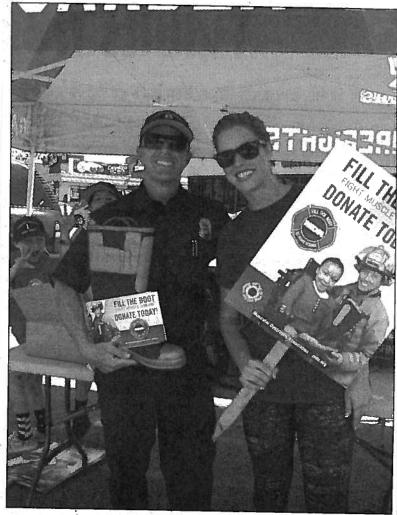
"This fundraiser is a humbling experience," said Denny. "People give who don't have a lot of money and from my position, I'm proud to walk for MDA because they're committed to finding a cure and helping individuals live unlimited lives to the fullest at the camp."

Denny said the International Association of Fire Fighters is MDA's largest sponsor.

They have raised hundreds

past 60 years in addition to daily protecting the community," said Denny. "And then they go above and beyond to support kids and adults with MD."

Orange County News June 28, 2017 2 of 3



Firefighter/paramedic Ryan Vanwie, left, and Muscular Dystrophy Association Area Director Liz Denny raised money to fight Muscular Dystrophy on Saturday in Garden Grove.

Orange County News June 28, 2017 3 of 3



Photos by Loreen Berlin

Garden Grove firefighters participate in the annual "Fill the Boot" project Saturday that helps fund a Summer Camp in the City of Orange for children with Muscular Dystrophy. From left, in the back, are Capt. Steve Fellner, Battalion Chief Justin Truhill and Truhill's wife, Tami. In front, from left, are the Truhills' sons, Cooper and Gavin.

Orange County News June 28, 2017

Summer concerts

The community is invited to attend the free Summer Concert Series, starting July 6 through Aug. 10, at Eastgate Park, 12001 St. Mark St. A total of six concerts will be held Thursday nights, from 6:30 p.m. to 8:30 p.m.

Kicking-off the series is Stone Soul, playing classic Motown hits.

The first concert also celebrates July as Parks Make Life Better Month. Concert-goers are encouraged to arrive at 5:30 p.m. to participate in free activities, hosted by the city's Community Services Department. The activities include carnival games, air brush tattoos, bouncers, blow-up obstacle courses, and giveaways. Attendees can also get a sneak peek at some of the fun recreational classes offered this summer through the Garden Grove Parks and Recreation Guide.

Various vendors will be selling food, beverages, and dessert. Food trucks will also be on site, including OC Burger Monster and 3 In 1, which specializes in popcorn chicken, ice cream, churros, and other delicacy foods.

For the safety and enjoyment of all, no canopies or golf carts permitted in the park.

The 2017 free Summer Concert Series is sponsored by the Garden Grove Community Foundation, City of Garden Grove, AT&T, GKN Aerospace, and Republic Services.

For more information about the free Summer Concert Series, call 714-741-5200.

OC Weekly June 26, 2017 1 of 2

The Garden Grow a Grade A Punk Show Inside Garden Grove Amphitheater

JUNE 26, 2017 . BY <u>NATE JACKSON</u>

On Saturday night, a venue mostly known for strawberries and Shakespeare became a haven for slam dancing and stage diving thanks to a bench-clearing bacchanal delivered by Wyatt and Fletcher Shears of The Garden. The twin brothers from Orange took over the Garden Grove Amphitheater for a show organized by Burger Records and concert promoter Jon Reiser, including sets by Frankie and the Witch Fingers, The Memories and Distractor.

Since the show date quietly surfaced late last month, there's been plenty of speculation as to the plans for the city-owned, 540-capacity venue also known as the Strawberry Bowl that is mostly known for hosting events during The Strawberry Festival, and community theater during the summer. Recently, it was announced that the High and Mighty Festival featuring Sublime With Rome, The Dirty Heads Jurassic 5 is also relocating to Village Green Park which includes the Amphitheater as well. And even last weekend, we spotted artists like Tyler, The Creator, Mac Demarco and Colleen Green cruising around in the audience and backstage. Woah, anyone mind telling us when the GG became so hip?!

Anyway, it all seems like a matter of perfect timing for a city that's been constantly overlooked when it comes to live music by virtue of the fact that they had no real venues, until now.

Saturday night, hoards of shaggy teenagers and Burger acolytes swarmed the outdoor venue as a trio of their favorite bands bashed through a stream of raw, psychedelic tunes, garage rock rhythms and catchy, sunburnt choruses that aerated the city with smell of teen spirit. The orange amphitheater chairs toward the top of the venue were mostly empty throughout the night as kids who paid \$15 to get in decided to get their money's worth by cramming to the front of the unbarricaded stage to become part of a choppy moat of bouncing bodies.

By the time the Garden took the stage around 9 p.m., the mood was ripe for revelry despite some growing pains that included the lights and sound on stage going out at one point before the band was able to perform. It's the kind of thing that you have to expect at a venue that's temporarily shed its skin to become an entirely different beast.

After a brief pause, the band got things back on track, exploding with their mix of synth drum pad chaos and visceral bass and drum rhythms that drew heavily from their latest EP *U Want the*

OC Weekly June 26, 2017 2 of 2

Scoop? And their beloved 2015 album *haha* that had the crowd jumping like a school of trout in a boiling lake.

In the midst of a rollicking punk show, we were glad to see that the producers of the event felt it was appropriate to leave the stage's quaint, watercolor forest backdrop and wooden stage structures intact in an effort to keep the spirit of community theater alive amongst all those stage diving miscreants. And man, did they stage dive. A lot.

The Garden were barely a few songs into their set when fans started hopping into the spotlight to get a running start for their less than graceful cannonballs into the crowd. Not sure what it is about today's youth, but someone really needs to explain to them that sticking your knees out when jumping into a crowd of people scores you zero points from the judges. Kiddies, it goes like this: Jump, legs out, twist your body, lead with your back. If you're cool, the crowd will catch you. If not...better hope your parent have good health insurance.

In any case, the vibe of this show felt like a typical Burger gig on steroids. It's pretty cool to see the excitement over a new venue translate into palpable energy in the crowd. Though we're still waiting to see more amphitheater shows pop up on the venue's calendar, The Garden and friends definitely helped set the tone for what could be a very interesting summer in Garden Grove.

Caution: coyotes coming your way

City warns residents to take precautions

Recent coyote sightings in Garden Grove have prompted the city to make local residents aware of coyotes in the area, urging them to take needed precautions to protect themselves, their pets, and their property against these wild animals.

The community is encouraged to report coyote sightings by calling the city's coyote hotline number at 714-741-5286. Callers should include date, time, and location of sightings. If the coyote is acting aggressively, call Garden Grove Animal Care Services at 714-741-5565, or the Garden Grove Police Department at 714-741-5704.

According to the California Department of Fish and Wildlife, during the warm summer months, particularly from March through August, coyotes are very active. They are raising their young and searching for food.

The department indicates that coyotes are highly adaptable and often live in close proximity to populated areas where food and

see COYOTES, page 4

COYOTES:

Continued from page 1

water sources are abundant. They usually fear humans and avoid interactions, however, if they associate humans with food, they lose their natural fear and can become bold.

Some coyote safety tips from the department are:

- Keep small pets inside particularly at dawn and dusk when coyotes are most active
- Keep pet food and water dishes inside
- Secure food and trash at all times and remove all sources of water
- Pick up fallen fruit and keep compost piles tightly sealed
- Sweep up fallen birdseed, which can attract mice and rats, a common food source for coyotes
- Remove brush, wood piles, and debris where coyotes can find cover and where rodents are abundant
- Install motion-activated lighting or sprinklers
- If a coyote approaches or acts aggressively, throw rocks, make noise, look big, and pick up small children and pets. Do not turn your back to the animal

More information is available on the City of Garden Grove website at www.garden-grove.org, or visit the U.S. Humane Society website at www.humanesociety. org/animals/coyotes.

Garden Grove

Healthy Smiles for Kids of Orange County, a Garden Grove nonprofit, raised \$80,000 during a recent charity golf tournament. The money is meant to help the nonprofit ensure that children get oral health treatments and continue educational programs.

Chris Haire 714-796-6979 chaire@scng.com

> Register June 23, 2017

Garden Grove

The City Council on Tuesday will hold a public hearing to approve the fiscal year 2017-18 and 2018-19 budgets. The spending plans for those years are \$189 million and \$193 million, respectively.

Chris Haire 714-796-6979 chaire@scng.com

> Register June 24, 2017

Garden Grove

The City Council tonight will consider the purchase of a flatbed truck for the Public Works Department. The city would buy the truck from Fairway Ford in Placentia for \$38,663.

Chris Haire 714-796-6979 chaire@scng.com

> Register June 27, 2017

Garden Grove

The Garden Grove Unified School District's summer meal program began this week. Anyone 18 years old or younger can get a free lunch at more than 20 locations, including the Garden Grove Library, 11200 Stanford Ave. For the schedule, go to the district's website.

Chris Haire 714-796-6979 chaire@scng.com

> Register June 28, 2017

Garden Grove

The City Council this week authorized the Public Works Department to purchase a flatbed truck from Fairway Ford in Placentia. The truck will cost the city \$38,663.

Chris Haire 714-796-6979 chaire@scng.com

> Register June 29, 2017





FOR IMMEDIATE RELEASE

Public Information Office (714) 741-5280

<u>Liên lạc</u>: Cpt. Thanh Nguyen, (714) 741-5628

Thuộc Sở Cứu Hỏa

Thứ Hai, 26 tháng 6, 2017

PHẠT \$1,000 NHỮNG AI XÀI PHÁO LẬU VÀO NGÀY LỄ ĐỘC LẬP

Trong dịp Lẽ Độc Lập (July 4th) sắp tới đây, Sở Cảnh sát và Sở cứu hỏa Thành phố Garden Grove sẽ làm việc chặt chẽ để hạn chế tình trạng đốt pháo lậu. Vì vậy, Thành phố kêu gọi sự hợp tác của cộng đồng để giảm số lượng biên phạt.

Hơn 80 cảnh sát và nhân viên cứu hỏa Garden Grove sẽ trong tư thế sẵn sàng và sẽ phạt tới \$1,000 mỗi trường hợp đốt pháo lậu. Cảnh sát sẽ tuần tra chặt chẽ các khu vực thường đốt pháo tại các góc đường như Eudid-Katella, Brookhurst-Katella, trung tâm đa văn hoá Buena Clinton, cũng như công viên Twin Lakes Park, Garden Grove Park.

Để tránh tình trạng đốt pháo lậu tại những nơi công cộng, một số công viên trong Thành phố sẽ đóng cửa lúc 5:00 giờ chiều ngày 4 Tháng 7, 2017. Các sân quần vợt và sân banh cũng sẽ đóng cửa lúc 5:00 giờ chiều cùng ngày. Các hệ thống tưới nước tự động sẽ khởi động lúc 6:00 giờ.

Pháo hợp lệ có để chữ "safe and sane" và chỉ được đốt ở những nơi thuộc sở hữu tư nhân (private property.) Để biết thêm thông tin, xin vui lòng gọi số Hotline Garden Grove tại (714) 741-5270, hoặc ghé thăm trang web của thành phố ở www.garden-grove.org. Để gọi báo tình trạng đốt pháo lậu, xin gọi (714) 741-5704. Để báo cáo mọi tổn thương hoặc các đám cháy, gọi 9-1-1.

###



THÔNG TIN

Từ Thành Phố Garden Grove

Để phổ biến trên các phương tiện truyền thông Văn phòng thông tin liên lạc: (714) 741-5280

<u>Liên lạc</u>: Monica Covarrubias, (714) 741-5788 Ban Phát triển Kinh tế và Cộng đồng

Thứ Ba, 27/6/2017

GARDEN GROVE VỚI DỰ ÁN STEELCRAFT SẮP BẮT ĐẦU TẠI KHU DOWNTOWN

Hội đồng Thành phố Garden Grove vừa nhất trí thông qua dự án cho thuê khu downtown Thành phố với công ty SteelCraft Long Beach, LP. Khu shopping center này sẽ tọa lạc tại số 12900 Euclid Street, trong phạm vi khu downtown Thành phố.

Dự án SteelCraft Garden Grove sẽ là một khu ăn uống ngoài trời được xây dựng chủ yếu từ các thùng bằng kim loại tái chế. Dự án đề xuất bao gồm 14 doanh nghiệp nằm trên địa điểm 1.864 acre. Các doanh nghiệp bao gồm các cửa hàng ăn uống, khu vực bán rượu/beer, các shop bán lẻ nhỏ, và khu ăn uống chung.

Thị trưởng thành phố Garden Grove Steve Jones cho biết, "Thành phố vui mừng chào đón dự án SteelCraft vào trung tâm thành phố, và sự đồng ý của Hội đồng Thành phố đã củng cố cho chương trình Re: Imagine của chúng tôi." Ông nói thêm, "SteelCraft sẽ mang lại những khuôn mặt mới cho khu vực và thu hẹp khoảng cách giữa Main Street và Shaheen Sadeghi's Cottage Industries. Mọi thứ đang thực sự phát triển nhanh chóng tại Garden Grove trong những ngày tháng sắp tới đây."

Khái niệm SteelCraft đưa ra bao gồm khôi phục, kỷ niệm các nghề thủ công địa phương và sự tham gia của cộng đồng, tất cả đều gắn liền với sáng kiến Re: Imagine Garden Grove để biến khu trung tâm thành phố và khu vực Civic Center.

GARDEN GROVE VỚI DỰ ÁN STEELCRAFT SẮP BẮT ĐẦU 2-2-2

Chủ tịch kiêm Giám đốc điều hành của Howard CDM, ông Martin Howard cho biết: "Garden Grove là địa điểm lý tưởng thứ hai, tọa lạc ngay tại trung tâm Thành phố trong một khu vực đông dân cư của quận Cam. Chúng tôi có thể mang sự kết nối với cộng đồng đa văn hoá của Thành phố."

Dự án phát triển được ước tính sẽ hoàn thành trong 12 đến 18 tháng. Doanh thu dự kiến trong thuế bất động sản và bán hàng được ước tính là \$85,000 mỗi năm, với khoảng 85 đến 150 việc làm mới được tạo ra.

Địa điểm đầu tiên của SteelCraft được mở tại Thành phố Long Beach vào năm 2017, tại địa chỉ 3768 Long Beach Boulevard. Đây là một khu ăn uống đô thị ngoài trời (outdoor urban eatery) được xây dựng với các container vận chuyển như là sự thể hiện của ngành công nghiệp vận tải tại Long Beach. Những gian hàng hiện tại gồm có quán Desano Pizza, Lovesome Chocolates, Pig Pen Delicacy, Smog City Brewing, Steelhead Coffee, Tajima Ramen, The Fresh Shave, và Waffle Love.

Để biết thêm thông tin về SteelCraft Long Beach, hãy truy cập www.steelcraftlb.com. Để biết thêm thông tin về SteelCraft Garden Grove và các cơ hội phát triển khác tại Garden Grove, xin liên lạc cô Monica Covarrubias theo số (714) 741-5788, monicac@garden-grove.org hoặc ghé thăm www.qarden-grove.org.

###

11222 Acacia Parkway • P.O. Box 3070 • Garden Grove, CA 92842 www.ci.garden-grove.ca.us



THÔNG TIN

Từ Thành Phố Garden Grove

Để phổ biến trên các phương tiện truyền thông Văn phòng thông tin liên lạc: (714) 741-5280

<u>Liên lạc</u>: Kim Huy, (714) 741-5200

Ban Công tác Cộng Đồng

Thứ Năm, 29 tháng 6, 2017

GARDEN GROVE MỜI THAM DỰ NGHE NHẠC MÙA HÈ

Garden Grove Community Foundation (GGCF) phối hợp cùng Thành phố Garden Grove để mang đến cộng đồng những buổi nghe nhạc miễn phí ngoài trời vào mùa hè 2017. Năm này sẽ có tổng cộng 6 buổi concert, sẽ được trình diễn vào mỗi tối Thứ Năm tại Eastgate Park, địa chỉ là 12001 St. Mark Street, góc đường Valley View & Chapman.

Những người yêu âm nhạc có thể đem ghế ngồi, hoặc thức ăn nhẹ tới để tham dự (vì lý do an toàn, xin đừng đem ống dòm, xe golf, hoặc rượu bia theo.) Ở đây sẽ có những gian hàng bán thức ăn như là burgers, sandwiches và popcorn để mọi người thưởng thức âm nhạc và tận hưởng không khí ấm áp của mùa hè. Những buổi trình diễn concert sẽ tiếp diễn vào mỗi Thứ Năm, cho tới ngày 10 tháng 8, 2017.

Ngày 6 tháng 7, Stone Soul (nhạc Classic Soul và Motown)

Ngày 13 tháng 7, L.A. Vation (nhạc U2)

Ngày 20 tháng 7, Jeri Curl (nhạc thập niên 80, Michael Jackson và Prince)

Ngày 27 tháng 7, The Suffragettes (Top 40 Hits))

Ngày 3 tháng 8, The Kellye Huff Band (Modern Country)

Ngày 10 tháng 8, The Answer (Classic Rock)

Bắt đầu từ ngày 13 tháng 7, trước những buổi concert sẽ có phần thi của các em học sinh từ Khu Học Chánh Garden Grove tham gia chương trình "The Voice of Garden Grove 2017," cuộc thi ca hát cho học sinh trung học địa phương. Em học sinh may mắn sẽ nhận được giải thưởng tiền mặt \$500, và \$500 nữa dành cho dàn hợp xướng ở trường học của mình.

GARDEN GROVE MÒI THAM DỰ NGHE NHẠC MÙA HÈ 2-2-2

Những buổi nghe nhạc trong mùa hè 2017 đều miễn phí và được bảo trợ bởi Garden Grove Community Foundation, Thành phố Garden Grove, GKN Aerospace, và AT&T. Để biết thêm chi tiết, liên lạc về số điện thoại (714) 741-5200, hoặc tại trang mạng www.ggcf.com.

#

VIÈTBAO

Phạt \$1,000 Những Người Xài Pháo Lậu Ngày Lễ Độc Lập 27/08/2017 00:00:00



Trong dịp Lễ Độc Lập (July 4th) sắp tới đây, Sở Cảnh sát và Sở cứu hỏa Thành phố Garden Grove sẽ làm việc chặt chẽ để hạn chế tình trạng đốt pháo lậu. Vì vậy, Thành phố kêu gọi sự hợp tác của cộng đồng để giảm số lượng biên phạt.

Hơn 80 cảnh sát và nhân viên cứu hỏa Garden Grove sẽ trong tư thế sẵn sàng và sẽ phạt

tới \$1,000 mỗi trường hợp đốt pháo lậu. Cảnh sát sẽ tuần tra chặt chế các khu vực thường đốt pháo tại các góc đường như Euclid-Katella, Brookhurst-Katella, trung tâm đa văn hoá Buena Clinton, cũng như công viên Twin Lakes Park, Garden Grove Park.



Pháo lậu.

Để tránh tình trạng đốt pháo lậu tại những nơi công cộng, một số công viên trong Thành phố sẽ đóng cửa lúc 5:00 giờ chiều ngày 4 Tháng 7, 2017. Các sân quần vợt và sân banh cũng sẽ đóng cửa lúc 5:00 giờ chiều cùng ngày. Các hệ thống tưới nước tự động sẽ khởi động lúc 6:00 giờ.

Pháo hợp lệ có đề chữ "safe and sane" và chỉ được đốt ở những nơi thuộc sở hữu tư nhân (private property.) Để biết thêm thông tin, xin vui lòng gọi số Hotline Garden Grove tại (714) 741-5270, hoặc ghé thăm trang web của thành phố ở www.garden-grove.org. Để gọi báo tình trạng đốt pháo lậu, xin gọi (714) 741-5704. Để báo cáo mọi tổn thương hoặc các đám cháy, gọi 9-1-1.

- Thương Lượng Thuê Nhà Ngày Càng Khó Khăn Hơn
- Chuyện Cổ Tích: Ba Người Lùn Trong Rừng
- Giáo Xứ Thái Hà Đòi Lại Đất, Rước Tượng, Thánh Giá Vào
- Philadelphia: Cháy Nhà Thờ

Copyright © 2017 vietbao.com All rights reserved Powered by

VIỆTBÁO

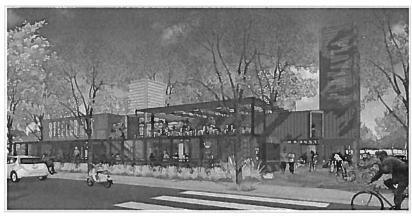
Garden Grove: Sắp Xây Khu Shopping, Tạo 150 Việc Làm Mới 28/08/2017 00:00:00



Hội đồng Thành phố Garden Grove vừa nhất trí thông qua dự án cho thuê khu downtown Thành phố với công ty SteelCraft Long Beach, LP. Khu shopping center này sẽ tọa lạc tại số 12900 Euclid Street, trong phạm vi khu downtown Thành phố.

Dự án SteelCraft Garden Grove sẽ là một khu ăn uống ngoài trời được xây dựng chủ yếu từ các thùng bằng kim loại tái chế. Dự án đề xuất bao gồm 14 doanh nghiệp nằm trên địa điểm 1.864 acre. Các doanh nghiệp bao gồm các cửa hàng ăn uống, khu vực bán rượu/beer, các shop bán lễ nhỏ, và khu ăn uống chung.

Thị trưởng thành phố Garden Grove Steve Jones cho biết, "Thành phố vui mừng chào đón dự án SteelCraft vào trung tâm thành phố, và sự đồng ý của Hội đồng Thành phố đã củng cố cho chương trình Re: Imagine của chúng tối." Ông nói thêm, "SteelCraft sẽ mang lại những khuôn mặt mới cho khu vực và thu hẹp khoảng cách giữa Main Street và Shaheen Sadeghi's Cottage Industries. Mọi thứ đang thực sự phát triển nhanh chóng tại Garden Grove trong những ngày tháng sắp tới đây."



Mô hình của khu shopping mới tại Garden Grove.

Khái niệm SteelCraft đưa ra bao gồm khôi phục, kỳ niệm các nghề thủ công địa phương và sự tham gia của cộng đồng, tất cả đều gắn liền với sáng kiến Re: Imagine Garden Grove để biến khu trung tâm thành phố và khu vực Civic Center.

Chủ tịch kiệm Giám đốc điều hành của Howard CDM, ông Martin Howard cho biết:

"Garden Grove là địa điểm lý tưởng thứ hai, tọa lạc ngay tại trung tâm Thành phố trong một khu vực đông dân cư của quận Cam. Chúng tôi có thể mang sự kết nối với cộng đồng đa văn hoá của Thành phố."

Dự án phát triển được ước tính sẽ hoàn thành trong 12 đến 18 tháng. Doanh thu dự kiến trong thuế bắt động sản và bán hàng được ước tính là \$85,000 mỗi năm, với khoảng 85 đến 150 việc làm mới được tạo ra.



Mô hình của khu shopping mới tại Garden Grove,

Địa điểm đầu tiên của SteelCraft được mở tại Thành phố Long Beach vào năm 2017, tại địa chỉ 3768 Long Beach Boulevard. Đây là một khu ăn uống đô thị ngoài trời (outdoor urban eatery) được xây dựng với các container vận chuyển như là sự thể hiện của ngành công nghiệp vận tải tại Long Beach. Những gian hàng hiện tại gồm có quán Desano Pizza, Lovesome Chocolates, Pig Pen Delicacy, Smog City Brewing, Steelhead Coffee, Tajima Ramen, The Fresh Shave, và Waffle Love.

Để biết thêm thông tin về SteelCraft Long Beach, hãy truy cập

www.steelcraftlb.com. Để biết thêm thông tin về SteelCraft Garden Grove và các cơ hội phát triển khác tại Garden Grove, xin liên lạc cô Monica Covarrubias theo số (714) 741-5788, monicac@garden-grove.org hoặc ghé thăm www.garden-grove.org.

###

11222 Acacia Parkway P.O. Box 3070 Garden Grove, CA 92842. www.ci.garden-grove.ca.us

- Nhức Đầu: Chuyện Stock!
- Iraq: Đẫm Máu, 979 Người Chết Vi Bạo Động Tháng 9
- TNS Janet Nguyễn Đồng Tác Giả Nghị Quyết Chọn Ngày 7 Tháng 8 là Ngày Chiến Thương Bội Tinh
- Hoa Kỳ & Thế Kỷ 21: Ai Sẽ Cửu Ai?

Copyright © 2017 vietbeo.com All rights reserved Powered by

TRANG CHŮ RAO VẬT ONLINE

KIÉN THỰC

Email: baoviendong@gmail.com

THỜI SỰ VIỆT NAM

Thứ tư, 28/06/2017 - 08:02:52 AM

PHIÉM LUẬN

Wednesday

GIA ĐÌNH

Nhập từ khóa cần tìm

a

Trang chủ » THỜI SỰ » Hoa Kỳ » Chi tiết tin

Friday, 16/06/2017 - 08:02:39

14px

SÔ TAY

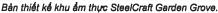
Garden Grove chuẩn bị có khu ăn uống được xây bằng container

ĐỜI SÓNG DIỄN ĐẦN



Một người thích nội dung này





GARDEN GROVE - Khu ẩm thực xây dựng từ các container hàng, một phong cách thiết kế xuất hiện ngày càng nhiều ở các khu đô thị trên khắp Hoa Kỳ, đang sắp xuất hiện tại Garden Grove. Đây cũng là dự án xây dựng bằng container đầu tiên của Orange County. Dự án khu ẩm thực, có tên SteelCraft Garden Grove, sẽ bao gồm 20 cửa tiệm bán các sản phẩm thủ công và nhà hàng, đặt trong các container khổng lồ, với cái lớn nhất dài đến 40 feet, nằm trên khu đất rộng 1.8 acre phía sau Tòa thị chính.

Dự án này là một trong các nỗ lực của viên chức thành phố, nhằm biến khu trung tâm Garden Grove thành một địa điểm ăn uống và mua sắm cho người dân. "Họ đang tìm kiếm những đối tác phù hợp để cho thuê gian hàng kinh doanh," theo lời ông Martin Howard, giám đốc hãng Howard CDM, một trong 2 công ty phát triển khu ẩm thực.

Khu đất được SteelCraft thuê lại sẽ đem về cho thành phố \$85,000 Mỹ kim một năm. Ngoài ra, dự án này cũng sẽ đem lại từ 85 đến 150 việc làm mới.

Dự án này là kết quả đàm phán trong hơn 2 tháng giữa thành phố và các hãng Howard CDM và SteelCraft. Hai công ty Howard CDM và SteelCraft, có trụ sở tại Long Beach, đã xây dựng và khai trương khu ẩm thực SteelCraft Long Beach vào đầu năm nay. Khu vực này có 10 đơn vị container, với các nhà hàng bán bia tươi, mì, pizza, cà-phê, thu hút gần cả ngàn du khách vào những ngày cuối tuần.

Khu ẩm thực SteelCraft Garden Grove dự kiến sẽ mở cửa vào khoảng tháng 6 năm sau. Công ty SteelCraft, nơi sẽ quản lý những nhà bán lẻ tại khu ẩm thực, cho biết rằng nhờ sự thành công của dự án tại Long Beach, công ty này không gặp khó khăn gì trong việc tìm kiếm những nhà sản xuất hàng thủ công và các nhà hàng, để mời họ thuê gian hàng tại khu ẩm thực. "Chúng tôi đang có một danh sách rất dài của những người muốn tham gia kinh doanh tại khu ẩm thực," đại diện SteelCraft nói.

Theo thiết kế, khu ẩm thực tại Garden Grove sẽ lớn gấp đôi địa điểm ở Long Beach. Dự án này hấp dẫn tới mức đã thu hút cả những nhà bán lẻ từ Texas, Philadelphia, và Las Vegas.

Từ khóa tìm kiếm: Garden Grove



XEM THÊM >>

Tử Vi



vi đông phương Τử ngày 22 tháng 6 năm

Con cháu mang biểu, tặng quả cáp hoặc tiền bạc bất ngở khiến tinh thần phần chấn, vui vẻ. Có tin tức vui của bạn bè ở xa đã lâu ...

Từ vi đồng phương ngày 16 tháng 6 năm 2017

Tử vi đồng phương ngày 09 tháng 6 năm 2017

NGÀY HÔI

TÔM HÙM

Từ vi đồng phương ngày 01 tháng 6 năm 2017

» Xem tắt cả



Người Việt Khắp Nơi

Garden Grove, Nam Cali chuẩn bị có khu ăn uống được xây bằng con...

http://nguoiviet.tv/garden-grove-nam-cali-chuan-bi-co-khu-an-uong-

■ ThờiSư 24/7 (http://nguoiviet.tv/thoi-su/)

CNN (http://nguoiviet.tv/cnn/) VOA T-Việt (http://nguoiviet.tv/voa) RFA ÁChâu (http://nguoiviet.tv/rfa-tieng-viet/)

□ SBTN (http://nguoiviet.tv/sbtn/) • RFI Pháp (http://nguoiviet.tv/rfi-tieng-viet/)

(http://nguoiviet.tv/cong-dong-southern-california/)

Q N-Việt KhắpNơi (http://nguoiviet.tv/cong-dong-southern-california/)

Q

NGƯỜIVIỆT.TV (HTTP://NGUOIVIET.TV/)









Bản thiết kế khu ẩm thực SteelCraft Garden Grove.

GARDEN GROVE – Khu ẩm thực xây dựng từ các container hàng, một phong cách thiết kế xuất hiện ngày càng nhiều ở các khu đô thị trên khắp Hoa Kỳ, đang sắp xuất hiện tại Garden Grove. Đây cũng là dự án xây dựng bằng container đầu tiên của Orange County. Dự án khu ẩm thực, có tên SteelCraft Garden Grove, sẽ bao gồm 20 cửa tiệm bán các sản phẩm thủ công và nhà hàng, đặt trong các container khổng lồ, với cái lớn nhất dài đến 40 feet, nằm trên khu đất rộng 1.8 acre phía sau Tòa thị chính.

Dự án này là một trong các nỗ lực của viên chức thành phố, nhằm biến khu trung tâm Garden Grove thành một địa điểm ăn uống và mua sắm cho người dân. "Họ đang tìm kiếm những đối tác phù hợp để cho thuê gian hàng kinh doanh," theo lời ông Martin Howard, giám đốc hãng Howard CDM, một trong 2 công ty phát triển khu ẩm thực.

WEEKLY MEMO 6/29/17

SOCIAL MEDIA HIGHLIGHTS



Garden Grove City Hall added 2 new photos.

June 22 at 5:33pm - 🐶

U.S. Small Business Administration Honors 7 Leaves Cafe as 2017 Family Owned Business of the Year

On behalf of the City of Garden Grove, we'd like to congratulate 7LEAves Café for receiving the 2017 Family Owned Small Business of the Year award, at the Small Business Week Awards program on June 9, at the Disneyland Hotel Grand Ballroom. Sonny, Quang, Ha, and Vihn Nguyen are pioneers in the food and beverage industry, who believe in serving products that nurture, inspire, and enrich the human experience through their coffee, teas, and desserts.

Next Tuesday, the Garden Grove City Council will recognize the Nguyen brothers at the regular Garden Grove City Council meeting for their achievement. The City looks forward to many more future accomplishments from 7LEAves Café!

https://www.ci.garden-grove.ca.us/.../SA_7LEAves_Family_Owned...

7 Leaves Cafe #7Leaves #GardenGrove



3,847 people reached

Boost Post

Like

Comment

→ Share

G+

▲ Jenny Ventura Moreno, Robert Mills and 84 others

Chronological *

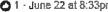
2 shares

12 Comments



Sandoval Bunch Look Gema Garcia

Like · Reply · Message · 🙆 1 · June 22 at 8:33pm



Frier







Engli Fran

Priva Cook Face



fall



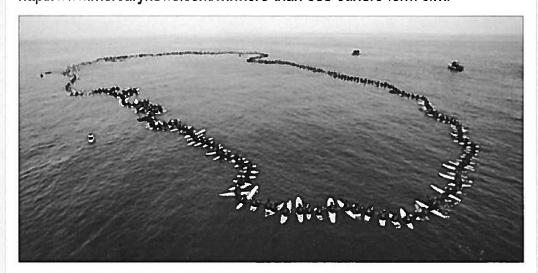
Garden Grove City Hall

June 22 at 9:45am · 🚱

Surfers in Southern California set Guinness World Record

We're so excited to see Garden Grove participating in setting the Guinness World Record for the largest recorded surf paddle-out! 🐧 🐧

http://www.mercurynews.com/.../more-than-500-surfers-form-ci.../



4,560 people reached

Boost Post

Like







Mychal Pham and 59 others

3 shares

Abou

JIL

326

.11

Com

44

14

6

Q

11





ove City

CityHall

wine a comment...

: **(3**

Garden Grove Park.



June 26 at 11:30am - Garden Grove

and

How

audi

Eas

resp

55% Resp

> 8,5 Gε

8,4

Sei Po:

2.5

125

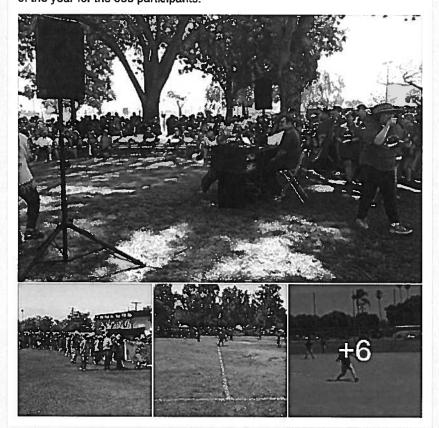
Community Invite 8,509 8,410 2,549

> Gard this o

0

Last week, Westview Services, a non-profit agency that serves adults with developmental and other disabilities, held their annual Sports Fest at Garden Grove Park. The weeklong event gave the participants the opportunity to exercise their physical and mental strengths during friendly competition of a variety of sports. The 5-day event is considered the most anticipated event of the year for the 500 participants.

Garden Grove City Hall added 9 new photos — at Q



ions

1,279 people reached

Boost Post

Like

■ Comment

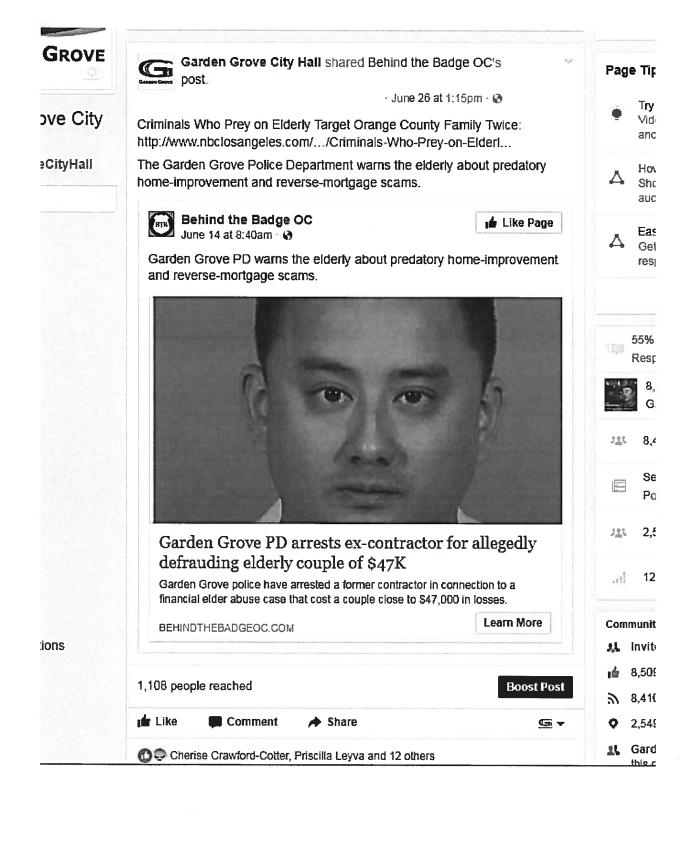




Barbara Hicks Snelgrove, Esther Morales and 25 others

DOWNTO

About





G

Garden Grove City Hall

June 27 at 8:00am · 🚱

: City

yHall

FREE SHOWING OF STAR WARS: ROGUE ONE

Join us this Thursday, June 29, at 8:30 p.m., for a free showing of Star Wars: Rogue One, on Historic Main Street Garden Grove, CA!

Arrive early, at 7:00 p.m., to participate in pre-event, Star Wars activities! The first 400 children will receive light sabers.... See More



10,419 people reached

Boost Post

© ▼

Like

Comment

Liliana St Clair, Lam Q. Le and 101 others

Share

Chronological*

52 shares

View 26 more comments

Kathleen Bell Donna Thomas Christian Bell

Like · Reply · Message · 6 1 · Yesterday at 8:21am

Jasminne Carrillo Paola CarrilloKenya Arriana

Page Tip

0

Try Vidand

Hov Sho auc

Eas Gel

res

55%

Resp

8 G

111 8,4

Se Po

Jまに 2,5

12

Communit

.:1

🞎 Invib

8,509

8,410

Q 2,549

¥ 2,011

1 Gard



Hall



Garden Grove City Hall

June 27 at 7:30pm - 🚱

If you have a citrus tree, continue reading to learn about how you can prevent the spread of citrus greening disease.



City Under Citrus Greening Disease Quarantine | City of Garden Grove

Recently, the California Department of Food and Agriculture and the United States Department of Agriculture discovered Huanglongbing, also known as HLB or citrus...

CI.GARDEN-GROVE.CA.US

5,368 people reached

Boost Post

Like







Teresa Mary Nicholson, Kelli Price and 26 others

Chronological *

24 shares

Page Tips

Try P Videc and c

How: Short audie

Easily Get tl respc

> 55% r€ Respo

8,5(Gar

8,41

See Post

111 2,54

125,

Community

1 Invite:

8,509;



ROVE

e City

tyHall



Garden Grove City Hall

· Yesterday at 7:59am · 🚱

Last night, the Garden Grove City Council recognized 7 Leaves Cafe for receiving the 2017 Family Owned Small Business of the Year award.

Congratulations, Nguyen brothers! We look forward to many more future accomplishments from 7LEAves Café! #BusinessAchievements in #GardenGrove



2,761 people reached

Boost Post

Like

Comment

→ Share

G *

Sandy Ramirez, Judy Simon Nguyen and 38 others

△ Sho aud

Eas Get resp

> 55% Resp

Resp

8,! Ga

_____O.

J11 8,4

Se Po

JEL 2,5

12!

Community

1 Invite

8,509

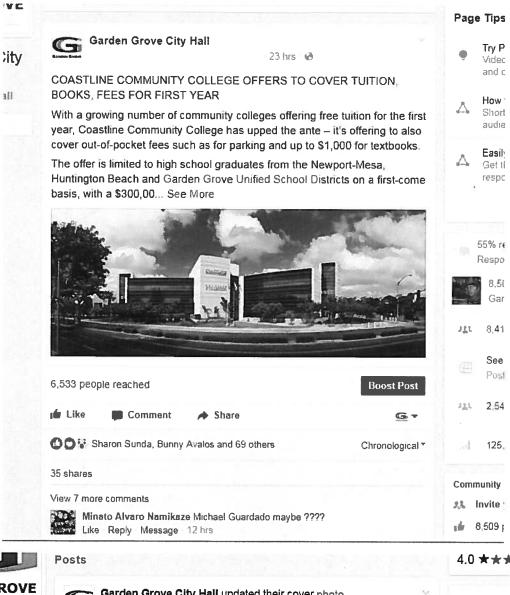
\$ 8,410

Q 2,549

Gard this o

About

-





How to

Short,

audier

Try Pc

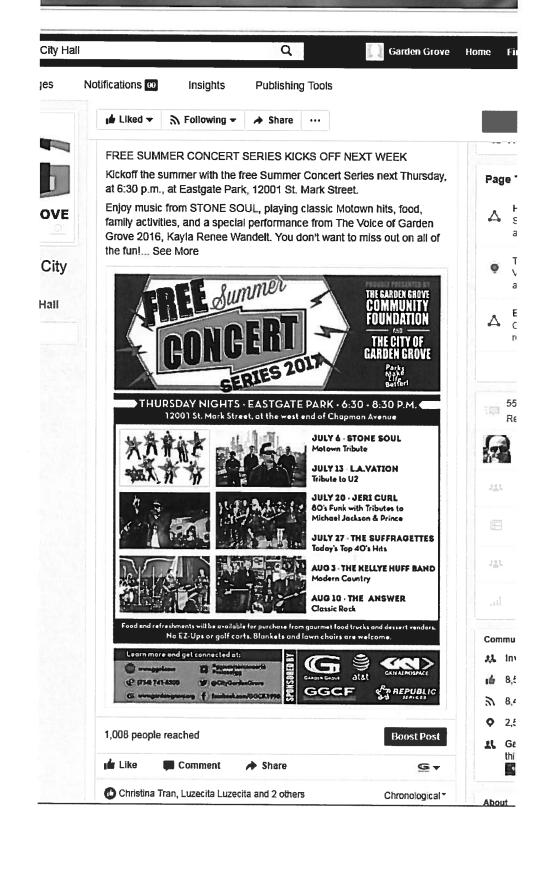
Video: and or

Easily Get th respoi

55% re

Respor 8,51

8,41





View 3 more comments

16 5,706 p



ve Fire 0

Fire

Garden Grove Fire Department

Published by Garden Grove FireCaptain [?] June 27 at 9:00am

A FRIENDLY REMINDER...

from your neighborhood fire department. Legal and illegal fireworks are both dangerous. Check out the video.

#fireworks #fireworksafety Garden Grove City Hall Garden Grove Police Department Garden Grove Unified School District



www.youtube.com

The Alliance for Consumer Fireworks and National Fire Protection Association highlight the dangers of consumer fireworks with a demonstration at the Massachu... YOUTUBE.COM

710 people reached

Boost Post

Like

Comment

Share

Govern Califorr

4.7 ★ •

Page T

Κı In D m

н SI aι

> Tr ٧í

三印



Français (Franc

Privacy - Terms Coolees More

Facebook @ 20

121



Grove

ent ⊗ 'ovePD

ed



Garden Grove Police Department

June 26 at 10.51am - 3

Car crashes through apartment unit in Garden Grove



Car crashes through apartment unit in Garden Grove

GARDEN GROVE Six people escaped injury Sunday night when a car plowed into their apartment unit in Garden Grove, authorities said. The incident was reported around 9:10 p.m. near the intersection o...

OCREGISTER.COM

4,032 people reached

Boost Post

Like

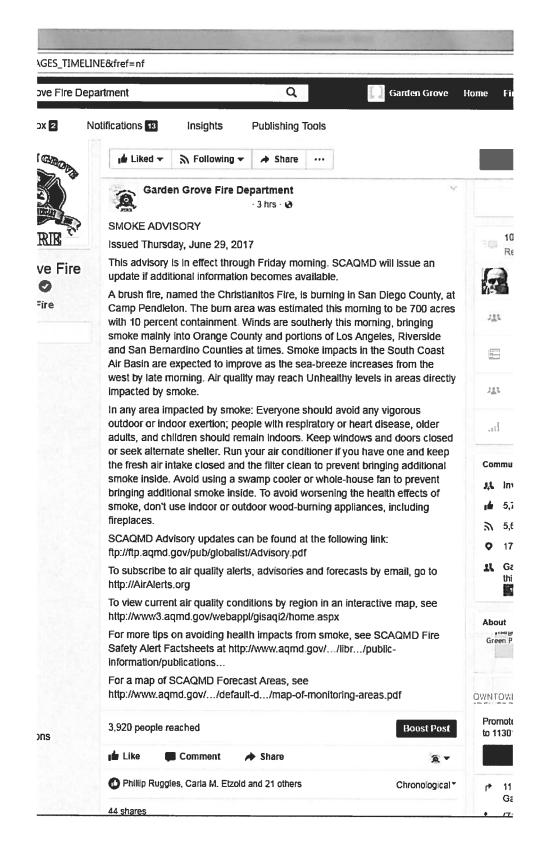
Comment

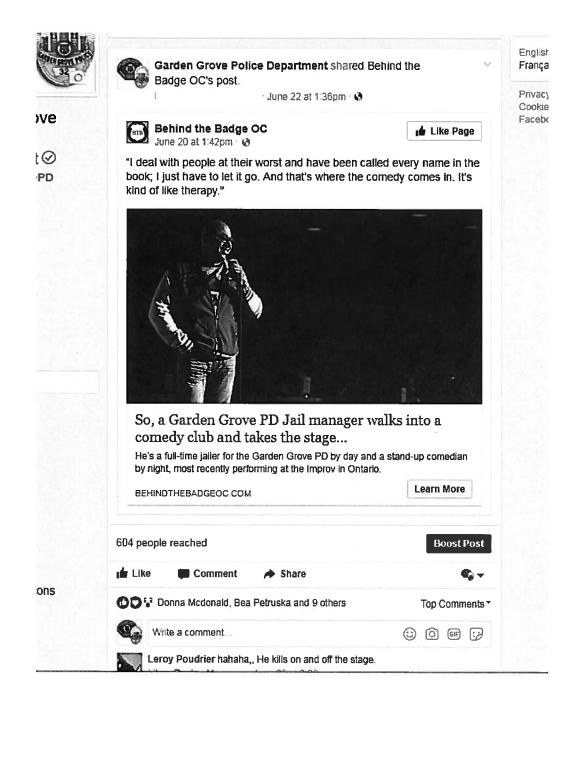
Share



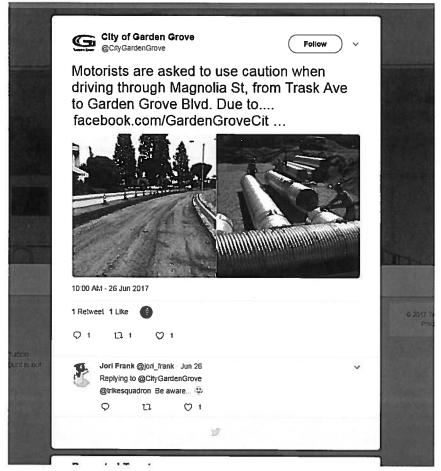
🙆 😽 😔 Johanna Camargo, Chad Kurthy and 28 others

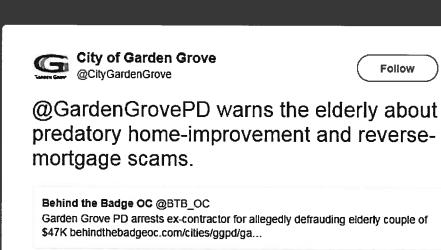
Top Comments *











1:18 PM - 26 Jun 2017

5:55 PM - 26 Jun 2017

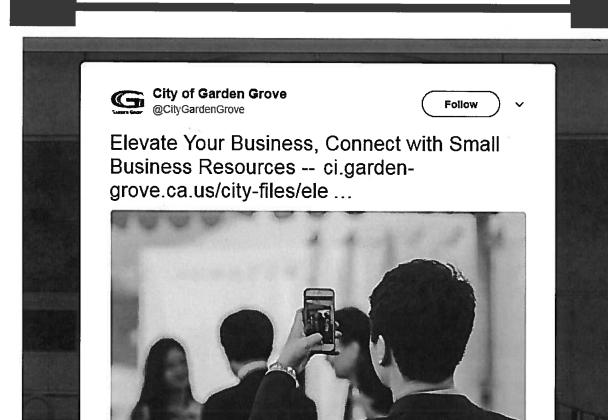
17 1

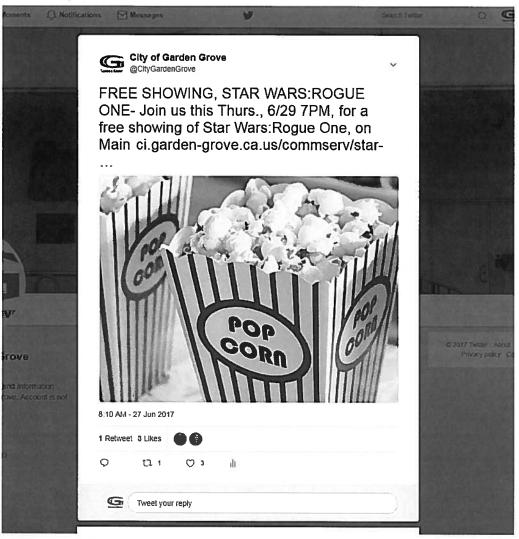
0 1

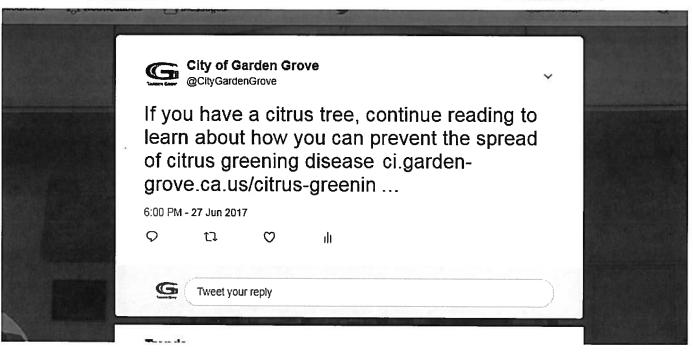
t↓

 \Diamond

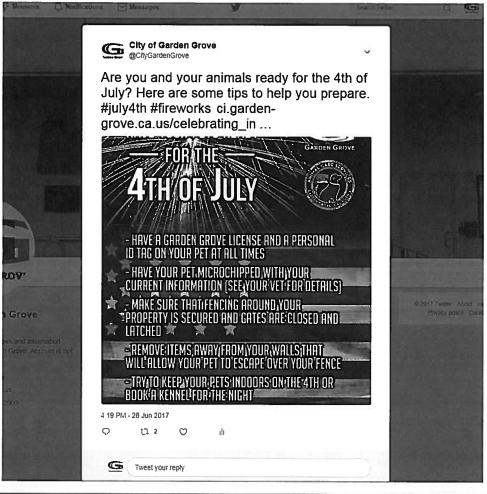
Q







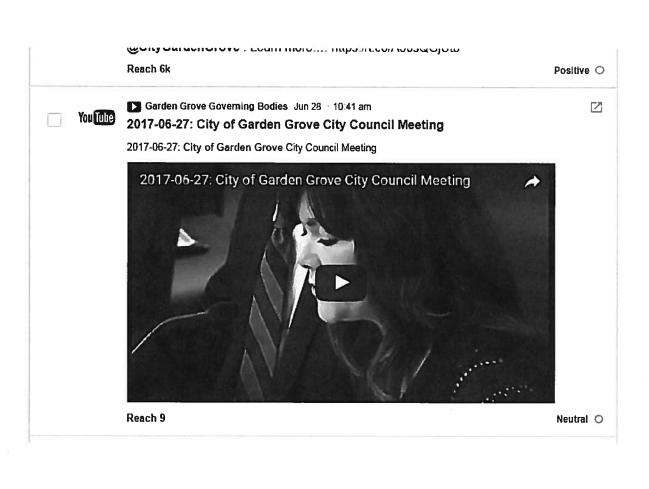












MISCELLANEOUS ITEMS

June 29, 2017

- 1. Calendar of Events
- 2. Agenda for the July 6, 2017 Planning Commission meeting.
- 3. League of California Cities, "CA Cities Advocates" dated June 23, 2017.



CALENDAR OF EVENTS

June 29, 2017 – July 12, 2017

Thursday	June 29	7:00 p.m. 8:30 p.m.	Outdoor Movie Series, "Rogue One – Star Wars" Historical Main Street Activities Movie
Thursday- Sunday	June 29- July 2		One More Productions presents "The Wedding Singer", Gem Theater
Tuesday	July 4		City Hall Closed
		6:00 p.m.	Traffic Commission Meeting, Council Chamber CANCELLED
Thursday	July 6	6:30 p.m 8:30 p.m.	Summer Concert Series – "Stone Soul" Motown Tribute, Eastgate Park
		7:00 p.m.	Planning Commission Meeting, Council Chamber
Friday	July 7		City Hall Closed
Friday- Saturday	July 7-8	8:00 p.m.	Shakespeare Orange County presents "The Tempest", Festival Amphitheater
Monday	July 10	9:00 a.m. 11:00 a.m.	2017 "Fallen Five" Golf Tournament Check-In Shotgun Start
Tuesday	July 11	5:30 p.m. 6:30 p.m. 6:30 p.m.	Closed Session, Founders Room Successor Agency Meeting, Council Chamber City Council Meeting, Council Chamber CANCELLED (ALL)
Wednesday	July 12	2:00 p.m.	Oversight Board Meeting, Council Chamber CANCELLED



AGENDA

GARDEN GROVE PLANNING COMMISSION

REGULAR MEETING

JULY 6, 2017

COMMUNITY MEETING CENTER 11300 STANFORD AVENUE

REGULAR SESSION - 7:00 P.M. - COUNCIL CHAMBER

ROLL CALL: CHAIR KANZLER, VICE CHAIR BRIETIGAM

COMMISSIONERS LAZENBY, LEHMAN, NGUYEN, SALAZAR,

TRUONG

Members of the public desiring to speak on any item of public interest, including any item on the agenda except public hearings, must do so during Oral Communications at the beginning of the meeting. Each speaker shall fill out a card stating name and address, to be presented to the Recording Secretary, and shall be limited to five (5) minutes. Members of the public wishing to address public hearing items shall do so at the time of the public hearing.

Any person requiring auxiliary aids and services due to a disability should contact the City Clerk's office at (714) 741-5035 to arrange for special accommodations. (Government Code §5494.3.2).

All revised or additional documents and writings related to any items on the agenda, which are distributed to all or a majority of the Planning Commissioners within 72 hours of a meeting, shall be available for public inspection (1) at the Planning Services Division during normal business hours; and (2) at the City Community Meeting Center Council Chamber at the time of the meeting.

Agenda item descriptions are intended to give a brief, general description of the item to advise the public of the Item's general nature. The Planning Commission may take legislative action it deems appropriate with respect to the Item and is not limited to the recommended action indicated in staff reports or the agenda.

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

- A. ORAL COMMUNICATIONS PUBLIC
- B. APPROVAL OF MINUTES: June 15, 2017
- C. <u>PUBLIC HEARING(S)</u> (Authorization for the Chair to execute Resolution shall be included in the motion.)
 - C.1. CONDITIONAL USE PERMIT NO. CUP-104-2017

APPLICANT: JMJ GOURMET, LLC.

LOCATION: NORTHWEST CORNER OF WESTMINSTER AVENUE

AND DAWSON STREET AT 10195 WESTMINSTER

AVENUE

REQUEST: To expand an existing 4,500 square foot restaurant, which currently operates with an existing State Alcoholic Beverage Control (ABC) Type "41" (On-Sale, Beer and Wine, Public Eating Place) License, into an adjacent 1,500 square foot tenant space, for a total of 6,000 square feet. Upon approval and exercise of the subject request, the Conditional Use Permit previously governing the tenant space, CUP-620-02, shall be revoked and become null and void. The site is in the PUD-108-96 (Planned Unit Development) zone. The project is exempt pursuant to CEQA Section No. 15301 – Existing Facilities.

STAFF RECOMMENDATION: Approval of Conditional Use Permit No. CUP-104-2017, subject to the recommended conditions of approval.

- D. <u>MATTERS FROM COMMISSIONERS</u>
- E. MATTERS FROM STAFF
- F. <u>ADJOURNMENT</u>

June 23, 2017 Issue #50

IN THIS ISSUE:

Page 3: Bills in Committee and Legislative Hearings of Interest June 26 - July 12

Page 6: President Mounce Appoints Members of Coastal Cities Issues Group Leadership Committee

Page 7: League-Sponsored Bond Agency Issues \$53 Million in Tax-Exempt Loan for School in San Francisco

Take Action: SB 649 up in Assembly Local Government Committee on June 28

Nearly 150 cities, and the League of California Cities®, remain opposed to SB 649 (as amended June 20) related to the permitting of wireless and small cell telecommunications facilities. This proposal represents a major shift in telecommunications policy and law by requiring local governments to lease out the public's property, cap how much cities can lease this space out for, eliminate the ability for cities to negotiate public benefits, the public's input and full discretionary review in all communities of the state except for areas in coastal zones and historic districts, for the installation of "small cell" wireless equipment. For more, see Page 2.

ACA 4 Offers Flexibility for Local Financing of Infrastructure and Affordable Housing

Letters Encouraged as the Author Seeks to Build Support

Financing the repair and upgrade of infrastructure and addressing affordable housing needs is one of the greatest challenges facing cities and counties in the coming decades. Oddly, however, such investments face more restrictive limitations than apply to similar investments by the state or schools. <u>ACA 4</u> by Assembly Member Cecilia Aguiar-Curry (D-Napa) would change that by proposing to give state voters the opportunity to allow cities and counties to fund critical public infrastructure and affordable housing by the same vote threshold as local school construction: 55 percent. *For more, see Page 2.*

Budget Bill Adds Flexibility to Community Based Transitional Housing Grant Program

•••••••••••••

Broadens Allowable Uses of Grant Funds Reflecting City Feedback

In response to feedback from cities and counties, Gov. Jerry Brown's Administration is set to expand the allowable uses of grant funds from the <u>Community Based Transitional Housing Program</u>, which provides \$25 million in grants for cities or counties that agree to site transitional housing connected with support services for recently released offenders. The program was established in the 2016 budget, however locals were hesitant to use the program give overly-restrictive regulations. *For more, see Page 2*.

'SB 649' Continued from Page 1...

The bill will have its first hearing in the Assembly on Wednesday, June 28 in the Local Government Committee. It will also be heard in the Assembly Communications and Conveyance Committee. That date has not been set but it is eligible to be heard in that committee as early as June 28,

As amended, the bill is no longer limited to just "small cells." SB 649 now applies broadly to all telecommunications providers and the equipment they use from "micro-wireless" to "small cell" to "macro-towers." It's clear from the direction of this bill, that the intent is not about 5G wireless deployment, but rather local deregulation of the entire telecommunications industry. This latest version places a new ban on city/county regulation of placement or operation of "communication facilities" within and outside the public right-of-way far beyond "small cells." This new language would extend local pre-emption of regulation to any "provider authorized by state law to operate in the rights-of-way," which can include communications facilities installed for services such as gas, electric, and water, leaving cities and counties with limited oversight only over "small cells."

Despite the wireless industry's claim that the equipment would be "small" in an attempt to justify this special permitting and price arrangement solely for the industry, the bill would allow for antennas as large as six cubic feet, equipment boxes totaling 35 cubic feet (larger than previous bill version of 21 cubic feet), with no size or quantity limitations for the following equipment: electric meters, pedestals, concealment elements, demarcation boxes, grounding equipment, power transfer switches, and cutoff switches.

SB 649 includes language that would, among other things:

- Tie the hands of local government by prohibiting discretionary review of "small cell"
 wireless antennas and related equipment, regardless of whether they will be collocated
 on existing structures or located on new "poles, structures, or non-pole structures,"
 including those within the public right-of-way;
- Shut out the public from the permitting process and pre-empt adopted local land use plans by mandating that "small cells" be allowed in all zones as a use by-right;
- Provide a de facto exemption to the California Environmental Quality Act (CEQA) for the
 installation of such facilities and precludes consideration by the public of the aesthetic,
 nuisance impacts, and other environmental impacts of these facilities; and
- Cap lease agreements for use of public property at \$250 (it was \$850 under the prior version of the bill) annually per attachment rates for each "small cell." In contrast, some cities have been able to negotiate leases for "small cells" upwards of \$3,000, while others have negotiated "free" access to public property in exchange for a host of tangible public benefits, such as free Wi-Fi in public places, or network build-out to underserved parts of their cities.

Take Action

Cities are encouraged to oppose SB 649. The League has prepared a sample letter that cities can tailor to their own communities. This sample, along with the bill text and the League's letters can be found at www.cacities.org/billsearch by plugging SB 649 into the search function.

'ACA 4' Continued from Page 1...

Assembly Member Aguiar-Curry is a former mayor and city council member from Winters who also served on the League board of directors. Given her background, she understands the difficulties cities and counties face when seeking to improve their infrastructure and address homelessness and affordable housing. As chair of the Assembly Local Government Committee, Assembly Member Aguiar-Curry also believes local governments need more flexibility to solve their own problems.

The jumble of vote thresholds affecting infrastructure and affordable housing investments in California make little sense. When cities and counties ask their voters to make these needed investments they face a stringent two-thirds vote threshold. However, when the state seeks voter approval for the identical investments (such as pending housing or park bonds), the vote requirement is a simple majority. The vote threshold is just 55 percent for local school construction — such confusion. ACA 4 provides the voters an opportunity to treat investments in local infrastructure and affordable housing in a similar manner as schools.

While prior lower vote threshold measures have bogged down in the Legislature, the potential exists — should sufficient support for the measure be secured — for the Legislature to place this measure on the 2018 ballot. Assembly Member Aguiar-Curry is currently seeking to build support, with the timing on moving the bill likely delayed until spring when deadlines occur to place measures on the ballot.

California voters have demonstrated — through their past approval of major state school, housing, and water bonds — that they understand the importance of investing in their future. When provided the opportunity, they also agreed to lower school bonds to a 55 percent vote. Assembly Member Aguiar-Curry's ACA 4 would provide voters with a similar opportunity to apply this standard to local investments on infrastructure and affordable housing — issues that are so critical to the state's future, prosperity and quality of life.

The League supports this measure and urges cities to send in support letters as well. Copies of the League's support letter and a sample letter can be found at www.cacities.org/billsearch by plugging ACA 4 into the search function.

'Budget Bill' Continued from Page 1...

Section 19 of <u>AB 111 (Committee on Budget)</u> broadens the purpose for which cities and counties may use funds from the Community Based Transitional Housing Program. Notably, the measure allows:

- Cities and counties to provide a portion of their program funds to the facility operator, if
 the facility operator agrees to use those funds for facility operations and services to
 residents. There is no limit on the amount the city and county may provide to the facility
 operator.
- Cities and counties may also use program funds for other purposes that their governing boards determine are in furtherance of the program's goals.

Cities can obtain additional information about this program from slides from a webinar hosted in March 2017 by the League of California Cities and Department of Finance (DOF), to encourage cities to apply for available grants. Numerous cities provided feedback to the DOF on the barriers to applying for the grant funds. The topmost concern pertained to the ambiguous yet narrow categories of allowable uses for the funds. It became clear that cities need greater flexibility to make the funds "work" towards achieving transitional housing in their communities.

The League appreciates that DOF listened to local concerns and suggestions and added more flexibility for cities in this year's batch of budget trailer bills. DOF's <u>Community Based Transitional Housing grant program FAQs</u> are now online. Applications will be accepted on a first come basis over a two-year period that began Oct. 1, 2016. DOF will stop accepting applications when the \$25 million appropriation is fully awarded even if that occurs prior to Oct. 1, 2018. The <u>application</u> is available on DOF's website.

The Governor is expected to sign AB 111 along with the Budget by June 30. Cities are encouraged to explore applying for available funds.

Bills in Committee and Legislative Hearings of Interest June 26 – July 12

The Legislature approved the FY 2017–18 state budget last week and legislative hearings are continuing in full swing. A few of the League's key measures will be heard in committees this week including, AB 1408 on public safety, SB 182 on transportation network companies, AB 1479

on public records custodians, SB 649 on wireless telecommunications facilities, and housing bills SB 35 and SB 540.

The League continues to track numerous bills affecting cities. Some hearings, if not all, will be televised. The <u>Senate</u> and <u>Assembly</u> publish weekly television schedules, but audio is always available online. In addition, many hearings are also webcast via the <u>California Channel</u>.

Additional information about the important bills the League is tracking is available in the <u>Update: 2017 Bill Status</u>. Published on May 26, this list will continually be updated throughout the remainder of the Legislative Session. Bill language and the League's position letters and sample letters can be found at <u>www.cacities.org/billsearch</u> by plugging the bill number into the search function.

Here are a number of upcoming hearings and measures of interest to cities:

June 26

Senate Appropriations, 10 a.m., State Capitol, Room 4203

• SCA 9 (Glazer) Property tax: new construction exclusion: rain water capture system. League position: Support.

Senate Business, Professional and Economic Development, 12 p.m. and upon adjournment of session, State Capitol, Room 3191

- AB 56 (Holden) California Infrastructure and Economic Development Bank: housing. League position: Support.
- AB 76 (Chau) Adult-use marijuana: marketing. League position: Support.
- AB 175 (Chau) Adult-use marijuana: marketing: packaging and labeling. League position: Support.

June 27

Senate Public Safety, 8:30 a.m., State Capitol, Room 3191

- **AB 887 (Cooper)** Public safety officers: investigations and interviews. *League position: Preliminary Opposition.*
- HOT AB 1408 (Calderon) Crimes: supervised release. League position: Support.

Assembly Judiciary, 9 a.m., State Capitol, Room 437

- **SB 63 (Jackson)** Unlawful employment practice: parental leave. *League position:* Oppose.
- SB 378 (Portantino) Alcoholic beverages: licenses: emergency orders. League position: Support.

Assembly Public Safety, 9 a.m., State Capitol, Room 126

SB 21 (Hill) Law enforcement agencies: surveillance: policies. League position: Oppose unless amended.

Assembly Water, Parks and Wildlife, 9 a.m., State Capitol, Room 444

SB 252 (Dodd) Water wells. League position: Oppose unless amended.

Assembly Environmental Safety and Toxic Materials, 1:30 p.m., State Capitol, Room 444

• **SB 541 (Allen)** School facilities: school facility water capture practices. *League position:* Support.

Assembly Health, 1:30 p.m., State Capitol, Room 4202

• SB 17 (Hernandez) Health care: prescription drug costs. League position: Support.

Assembly Privacy and Consumer Protection, 1:30 p.m., State Capitol, Room 126

• SB 347 (Jackson) State Remote Piloted Aircraft Act. League position: Support.

Senate Judiciary, 1:30 p.m., State Capitol, Room 112

 HOT AB 1479 (Bonta) Public records: custodian of records: civil penalties. League position: Oppose.

Senate Transportation and Housing, 1:30 p.m., State Capitol, Room 4203

- AB 45 (Thurmond) California School Employee Housing Assistance Grant Program. League position: Support.
- AB 74 (Chiu) Housing. League position: Support.
- AB 686 (Santiago) Housing discrimination: affirmatively further fair housing. League position: Oppose unless amended.
- AB 1127 (Calderon) Baby diaper changing stations. League position: Oppose.
- **AB 1444 (Baker)** Livermore Amador Valley Transit Authority: demonstration project. *League position: Support.*

June 28

Assembly Housing and Community Development, 9 a.m., State Capitol, Room 126

• SB 167 (Skinner) Housing Accountability Act. League position: Oppose.

Senate Labor and Industrial Relations Committee, 9:30 a.m., State Capitol, Room 2040

 AB 1008 (McCarty) Employment discrimination: prior criminal history. League position: Oppose.

Assembly Communications and Conveyance, 1:30 p.m., State Capitol, Room 437

• HOT SB 182 (Bradford) Transportation network company: participating drivers: single business license. *League position: Oppose.*

Assembly Local Government Special Order, 1:30 p.m., State Capitol, Room 447

• HOT SB 649 (Hueso) Wireless telecommunications facilities. League position: Oppose.

Assembly Local Government, 1:30 p.m., State Capitol, Room 447

- HOT SB 35 (Wiener) Planning and zoning: affordable housing: streamlined approval process. League position: Oppose.
- HOT SB 540 (Roth) Workforce Housing Opportunity Zone. League position: Support.

Senate Health, 1:30 p.m., State Capitol, Room 4203

• AB 735 (Maienschein) Swimming pools: public safety. League position: Support.

July 5

Senate Environmental Quality, 9:30 a.m., State Capitol, Room 3191

• AB 1180 (Holden) Hazardous materials: motor vehicles tires that contain zinc oxide substances. League position: Support.

July 10

Senate Public Employment and Retirement, 2 p.m. or upon adjournment of session, State Capitol, Room 2040

- **AB 20 (Kaira)** Public employee retirement systems: divestment: Dakota Access Pipeline. *League position: Neutral.*
- **AB 1597 (Nzazarian)** Public employee retirement systems: prohibited investments: Turkey. *League position: Oppose.*

July 11

Senate Public Safety, 8:30 a.m., State Capitol, Room 3191

• AB 1120 (Cooper) Controlled substances: butane. League position: Support.

Senate Natural Resources and Water, 9 a.m., State Capitol, Room 112

 AB 1654 (Rubio) Water shortage: urban water management planning. League position: Support.

Senate Governmental Organization, 9:30 a.m., State Capitol, Room 4203

 AB 1223 (Caballero) Construction contract payments: Internet Website posting. League position: Neutral.

Senate Transportation and Housing Committee, 1:30 p.m., State Capitol, Room 4203

- AB 72 (Santiago) Housing. League position: Oppose unless amended.
- AB 503 (Lackey) Vehicle parking violations: registration or driver's license renewal. League position: Oppose unless amended.
- **AB 1397 (Low)** Local planning: housing element: inventory of land for residential development. *League position: Oppose.*
- AB 1625 (Rubio) Inoperable parking space. League position: Oppose.

July 12

Senate Labor and Industrial Relations Committee, 9:30 a.m., State Capitol, Room 2040

- AB 44 (Reyes) Workers' compensation: medical treatment: terrorist attacks: workplace violence. League position: Oppose.
- AB 570 (Gonzalez-Fletcher) Workers' compensation: permanent disability apportionment. League position: Oppose.
- AB 1066 (Aguiar-Curry) Public works: definition. League position: Oppose.

Assembly Education, 1:30 p.m., State Capitol, Room 4202

• SB 78 (Leyva) After school programs: grant amounts. League position: Support.

Assembly Local Government, 1:30 p.m., State Capitol, Room 447

• **SB 242 (Skinner)** Property Assessed Clean Energy program: program administrator. *League position: Support.*

President Mounce Appoints Members of Coastal Cities Issues Group Leadership Committee

Members Represent Each of State's Six Coastal Commission Regions

The League's Coastal Cities Issues Group Leadership Committee is now complete with the appointment of its six members. League President and Lodi City Council Member JoAnne Mounce's appointments this month follow her appointment of Santa Barbara Mayor Helene Schneider as chair in February. The six members represent the six coastal regions defined by the California Coastal Commission.

The Leadership Committee comprises the following members:

- Fort Bragg Mayor Lindy Peters (North Coast Region):
- Half Moon Bay Council Member Harvey Rarback (North Central Region);
- Pismo Beach Mayor Ed Waage (Central Coast Region);
- Malibu City Council Member Lou La Monte (South Central Region);
- Huntington Beach Council Member Jill Hardy (South Coast Region); and
- Imperial Beach Council Member Ed Spriggs (San Diego Region).

Created by the League board of directors in November 2006, the Coastal Cities Issues Group comprises all 61 cities in California's coastal zone. The group's mission is to advance the common interests of coastal cities and to facilitate communications with the California Coastal Commission. It advises the League policy committees and board of directors on policy issues related to the coastal zone and serves as a forum for coastal cities. The Coastal Cities Issues Group typically meets annually at the League's annual conference.

Any city official of a city within the coastal zone who would like to receive Coastal Commission agendas or join League's Coastal Cities Issues Group listserv are encouraged to contact League Legislative Policy Analyst <u>Derek Dolfie</u>.

League-Sponsored Bond Agency Issues \$53 Million in Tax-Exempt Loan for School in San Francisco

Some of the most significant benefits of League membership for cities since 1988 have flowed from the League's co-sponsorship of the <u>California Statewide Communities Development Authority</u> (CSCDA).

This program provides a variety of public agencies and developers access to low-cost, tax-exempt financing and economic development tools. CSCDA recently issued a total of \$53,000,000 tax-exempt loan for Lick-Wilmerding High School (LWHS) located in San Francisco.

About LWHS

Founded in 1895, LWHS is a co-educational not-for-profit public benefit corporation that serves 491 students in grades 9-12. LWHS is located on Ocean Avenue in San Francisco's Balboa Park neighborhood. Its mission is to develop the head, heart and hands of highly motivated students from all walks of life, inspiring them to become life-long learners who contribute to the world with confidence and compassion.

CSCDA partnered with First Republic Bank and Hawkins, Delafield & Wood, LLP to provide the \$53 million tax-exempt loan for LWHS. The loan will be used to refinance an existing tax-exempt loan and construct a new 45,000 square foot three-story building, as well as remodel approximately 8,400 existing square feet to accommodate new classrooms, science labs, faculty/administrative offices and other facilities on LWHS's campus.

Background

CSCDA is a joint powers authority created in 1988 and is sponsored by the League of California Cities® and the California State Association of Counties. It was created by cities and counties for cities and counties. More than 500 cities, counties and special districts are program participants in CSCDA, which serves as their conduit issuer and provides access to efficiently finance locally-approved projects. CSCDA has issued more than \$50 billion in tax exempt bonds for projects that provide a public benefit by creating jobs, affordable housing, healthcare, infrastructure, schools and other fundamental services. Visit CSCDA's website for additional information on the ways in which CSCDA can help your city.