

## AGENDA

Garden Grove City  
Council



Tuesday, December 12,  
2017

6:30 PM

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

**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 B. Nguyen**

Council Member - District 6

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

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

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

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

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

**Time Limitation:** Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a

spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

**PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.**

## AGENDA

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER O'NEILL, COUNCIL MEMBER T. NGUYEN, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BUI, MAYOR JONES

### INVOCATION

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

#### 1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of the Pacifica High School Varsity Boys Water Polo for winning Pacifica High School's first CIF championship.
- 1.b. Community Spotlight to honor the 50th year anniversary of Jay's Catering.
- 1.c. Presentation to honor Garden Grove resident and United States Army Chief Warrant Officer Four, Geoffrey Jon Rineberg, on his retirement after 36 years of dedicated military service.

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

#### 3. WRITTEN COMMUNICATIONS

- 3.a. Consideration of a request from the Sister City Association of Garden Grove to waive fees for their Welcome Reception to be held at the Community Meeting Center on Thursday, January 18, 2018. (Sponsorship Cost: \$623) (*Action Item*)

### RECESS

### CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

### RECONVENE

#### 4. CONSENT ITEMS

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

- 4.a. Approval of a Proclamation honoring Jay's Catering for bringing people to the table since 1967. (*Action Item*)

- 4.b. Receive and file the Fiscal Year 2016-17 Development Impact Fee Annual Report. (*Action Item*)
- 4.c. Acceptance of City Project No. 7229 - Rehabilitation of Westminster Avenue, Buaro Street, Twintree Avenue, Dorothy Avenue, Coleman Place and Stanrich Place as complete. (*Action Item*)
- 4.d. Approval of Amendment No. 2 to Cooperative Agreement No. C-1-2472 with the Orange County Transportation Authority for grant funding for the Senior Mobility Program. (*Action Item*)
- 4.e. Authorization for the Mayor to attend the United States Conference of Mayors Winter Meeting in Washington, DC on January 24-26, 2018. (Cost: \$3,300) (*Action Item*)
- 4.f. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Human Resources administration utility vehicle. (Cost: \$29,489.15) (*Action Item*)
- 4.g. Approval of 36-month lease contracts with Enterprise Fleet Management for two (2) undercover vehicles. (Cost: \$54,000) (*Action Item*)
- 4.h. Award of contract to All City Management Services, Inc., for crossing guard services for 16 school locations within the Garden Grove Unified School District. (Cost: \$197,000) (*Action Item*)
- 4.i. Approval of agreements with HELIX Environmental Planning, Inc., and Lorraine Mendez & Associates to provide environmental analysis services; and approval of a Reimbursement Agreement with New Age Garden Grove LLC, to reimburse costs for environmental reporting. (*Action Item*)
- 4.j. Appropriation of funds for funding two additional Police Officer positions in Fiscal Years 2017-18 and 2018-19. (*Action Item*)
- 4.k. Receive and file minutes from the meeting held on November 28, 2017; the minutes from the joint Study Session held with the City of Santa Ana on December 4, 2017; and the minutes from the Special Meeting held on December 6, 2017. (*Action Item*)
- 4.l. Approval of warrants. (*Action Item*)
- 4.m. Approval to waive full reading of Ordinances listed. (*Action Item*)

## 5. PUBLIC HEARINGS

*(Motion to approve will include adoption of each Resolution unless otherwise stated.)*

- 5.a. Acceptance of Fiscal Year 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER). (*Action Item*)
- 5.b. Adoption of a Resolution approving General Plan Amendment No. GPA-002-2017(A) for properties located at 9741, 9761, 9811,

9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11<sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13<sup>th</sup> Street, and 14301 and 14321 Brookhurst Street, Garden Grove. (*Action Item*)

- 5.c. Adoption of a Resolution approving General Plan Amendment No. GPA-002-2017(B) and adoption of a Mitigated Negative Declaration for property located at 9841 11th Street, Garden Grove. (*Action Item*)

## 6. ITEMS FOR CONSIDERATION

- 6.a. Appropriate additional funds in the amount of \$169,467.08 and award a contract to CDW-G for the implementation of a Voice over Internet Protocol phone solution including five (5) years of maintenance. (Cost: \$418,183.40) (*Action Item*)

## 7. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 7.a. Second reading and adoption of Ordinance No. 2889  
Entitled:  
An Ordinance of the City Council of the City of Garden Grove approving a Development Agreement between Investel Garden Resorts, LLC and the City of Garden Grove for property located on the northeast corner of Harbor Boulevard and Twintree Lane, west of Choisser Road at 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, 12511, 12531, 12551 and 12571 Twintree Lane, and 12233, 12235, 12237, and 12239 Choisser Road, Assessor's Parcel Nos. 231-491-20, 231-521-01, 02, 03, 04, 05, 06, 07, 08, 09, and 10; and 231-491-12, 13, 14, 15, 16, 17, 18, and 19. (*Action Item*)

## 8. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

- 8.a. Discussion of Code Enforcement report related to short term rental properties as requested by the City Council.

## 9. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, January 9, 2018, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a request from the Sister City Association of Garden Grove to waive fees for their Welcome Reception to be held at the Community Meeting Center on Thursday, January 18, 2018. (Sponsorship Cost: \$623) ( <i>Action Item</i> )		
		Date:	12/12/2017

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**OBJECTIVE**

To transmit a letter from Sister City Association of Garden Grove, requesting that the City Council waive the co-sponsorship policy regarding weeknight use of a City facility to conduct their Welcome Reception at the Community Meeting Center on Thursday, January 18, 2018.

**BACKGROUND**

The Sister City Association of Garden Grove is a non-profit organization organized to further the knowledge and understanding between the people of Garden Grove and those of similar cities in Anyang, South Korea. The organization will be hosting a Welcome Reception for ten (10) Korean transfer students and their two chaperons that will be visiting for a period of one week from their sister city of Anyang, South Korea.

**DISCUSSION**

At present, the City Council policy allows for co-sponsorship of events at City facilities Monday through Friday (8am-5pm). The Sister City Association of Garden Grove is requesting that the City Council make an exception and allow their group to utilize the Community Meeting Center during a weeknight, Thursday, January 18, 2018 at no charge for use of the room, set-up fees and staff time.

**FINANCIAL IMPACT**

The cost to waive the Community Meeting Center room rental fees, set up fee and staff fees through co-sponsorship of the Sister City Association of Garden Grove Welcome Reception is \$623 for a four (4) hour time slot. This event on Thursday, January 18, 2018, does not conflict with any scheduled or pre-scheduled events and therefore will not result in any lost revenue to the City. The staff fees will be absorbed within the current Community Services budget.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Consider the request from Sister City Association of Garden Grove.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Sister City Association of GG - Cosponsorship Request	11/28/2017	Letter	Sister_City_Co- Sponsorship_Request_Letter_12- 17.docx



## **Sister City Association of Garden Grove**

November 17, 2017

Honorable Mayor and City Council Members,

On behalf of the Sister City Association of Garden Grove, I would like to request the use of the Community Meeting Center B Room on Thursday, January 18, 2018 from 4:00-8:00 p.m. in order to host a welcome reception for the ten Korean transfer students and their two chaperones from our sister city of Anyang, South Korea. We would like to request that City Council waive the fees for the room rental and staff time.

As you may or may not know, the Sister City Association of Garden Grove is a nonprofit California corporation, organized to further the knowledge and understanding between the people of Garden Grove and those of similar cities in foreign countries. We accomplish this by hosting ten high school students from Anyang, South Korea in January of each year. They stay for about one week, living in private homes, going to school, and experiencing our culture and community. Then in exchange, the Association sends several Garden Grove high school students to Anyang for a glimpse of Korean culture during "Spring Break." Funding for these activities comes from fundraising events, membership fees, and donations. Our biggest fundraising event is the Strawberry Stomp 5K Run/Walk.

Thank you for taking the time to consider our request. We look forward to your response. Thank you for all you do to improve the Garden Grove community.

Regards,

Moo Moragraan, President  
Sister City Association of Garden Grove  
FEID # 33-0424471

**P.O. Box CI, Garden Grove, CA 92842**

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: John Montanez  
Dept.: City Manager Dept.: Community Services  
Subject: Approval of a Proclamation honoring Jay's Catering for bringing people to the table since 1967. (*Action Item*) Date: 12/12/2017

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Attached is a proclamation honoring Jay's Catering for bringing people to the table since 1967. (*Action Item*)

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Proclamation	12/7/2017	Backup Material	Jay_s_Catering_Company_Proclamation.pdf

# CITY OF Garden Grove

## PROCLAMATION

### Jay's Catering Company 50<sup>th</sup> Anniversary

- WHEREAS,** *Jay's Catering Company, founded by Jay and Eleanor Mastroianni in 1961, and incorporated in 1968, moved from Huntington Beach to Garden Grove in 1976; and*
- WHEREAS,** *A family owned business, Jay's daughter, Linda Loaeza took over the company in 1994. Jay's Catering Company is committed to providing handcrafted food and exceptional service at affordable prices; and*
- WHEREAS,** *Jay's Catering Company is the only full-service, in-house caterer in Orange County, that has been recognized with a number of prestigious awards and voted the best caterer in the region; and*
- WHEREAS,** *Jay's 50 years of catering and event rentals are unmatched. From corporate deliveries and pickups, luncheons, weddings, and holiday parties, Jay's Catering Company serves all of Southern California, including Orange County, Los Angeles, and Riverside Counties; and*
- WHEREAS,** *Jay's Catering Company recently opened Ellie's Table at Egan House in San Juan Capistrano and Ellie's Table at North Beach in San Clemente.*

**NOW, THEREFORE, BE IT RESOLVED,** that the City of Garden Grove does hereby proclaim that Jay's Catering Company has reached a milestone of 50 years of providing a wide variety of cuisines and bringing people to the table.

**December 12, 2017**



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



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Receive and file the Fiscal Year 2016-17 Development Impact Fee Annual Report. ( <i>Action Item</i> )	Date:	12/12/2017

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**OBJECTIVE**

For City Council to receive and file the Fiscal Year 2016-17 Development Impact Fee Annual Report (Report) as required by Government Code Section 66006 (b).

**BACKGROUND**

Annually, the City is required to report on the disposition of collected development fees and to provide information related to the use of these fees when funding capital improvements. Pursuant to Government Code Section 66006 (b), this Report must be reviewed by the City Council at a public meeting, not less than fifteen days after this information is made available to the public. The attached Report summarizes the activity in several development impact fee funds, and it pertains to information for Fiscal Year ending June 30, 2017.

Fees that have been deposited with the City for more than five years must be identified and evaluated as required by Government Code Section 66001 (d)(1). At this time, the City does not have any funds that were originally deposited in, or prior to, June 30, 2012. First funds received are first funds utilized.

**DISCUSSION**

In general, the City collects development impact fees to offset the impacts of new development projects in the city. These impacts are usually associated with increased demand placed on city facilities due to the additional usage of the facilities. For example, the City collects a drainage fee to improve drainage facilities. As development occurs, more of the city's natural surfaces are replaced with paved surfaces. Paved surfaces do not absorb storm water, causing the runoff to go into the public streets. If drainage facilities are not improved, the streets will experience significant flooding that could damage private property.

**FINANCIAL IMPACT**

There is no impact to the General Fund.

**RECOMMENDATION**

It is recommended that the City Council:

- Receive and file the Fiscal Year 2016-17 Development Impact Fee Annual Report as required by Government Code Section 66006(b).

By: Ana V. Neal, Sr. Administrative Analyst

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
FY16-17 Annual Report	11/27/2017	Backup Material	2016- 17_Annual_Report_FINAL.doc

**City of Garden Grove  
Development Impact Fee Annual Report  
Fiscal Year 2016-2017**

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the code, and it was prepared with the assistance of the Public Works Department and Finance Department.

Government Code Section 66006(b) requires that within 180 days after the last day of the fiscal year the city shall make available the following information for the fiscal year ended:

- A. A brief description of the type of fee, included as Section 1.0.
- B. The amount of the fee, included as Section 2.0.
- C. The beginning and ending balances of the fund and fees collected and the interest earned, included as Section 3.0.
- D. An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. This is included as Section 4.0.
- E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and if the public improvement remains incomplete. This is included as Section 5.0.
- F. A description of each inter-fund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and the rate of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. No transfers or loans were required or made.
- G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. No refunds were required or made.



## **Section 1.0. A Brief Description of the Type of Fee in the Account or Fund**

### Drainage Facilities Fee

As city lands are developed, hard surface areas (concrete/paving) increase and directly affect flooding citywide. A drainage fee is charged to fund local drainage improvements that are required to reduce the cumulative impact of increased runoff in the city.

### Transportation Facilities Fee

Development increases the motorist population citywide and the cumulative increase requires constant improvements to meet the demands of the public. The Transportation Facilities Fee is charged to fund projects that relieve traffic congestion either in a specific location or citywide.

### Water Assessment Fees

The fees reflect the cumulative impact of development on the water infrastructure. Water assessment fees are charged per (1) frontage and (2) acreage. The reasoning is that a property with a large frontage will benefit from additional street exposure, including landscaping and will place a greater burden on the water system as opposed to a similar sized parcel with a smaller sized frontage. The fee for acreage is to account for the increased demand placed on the water system by larger properties in general. Together, these fees fund capital projects that are required in order to meet the water needs of an increased population and to upgrade an aging infrastructure.

### Parkway Tree Fee

City parkway trees are located throughout the city. The maintenance and care of the city's urban forest is an ongoing task that involves trimming, planting, removal, sucker removal, installation of root barriers, staking, etc. Additionally, hardscape items, such as curb, gutter, and sidewalk, need removal and replacement due to tree root damage. New development often removes mature trees as part of their project. This fee is collected to pay for the capital improvement costs associated with maintaining the city's parkway trees and adjacent hardscape. In this manner, the city's urban forest is maintained at a service level that is consistent with the public's expectations.

### In Lieu of Parkland Dedication Fee (Quimby Park Fee)

The Quimby Act authorizes the City to require the dedication of parkland or to impose fees for park or recreational purposes as a condition of the approval of a tentative or parcel subdivision map. These fees are used for the purpose of developing new or rehabilitating existing neighborhood or community parks or recreation facilities. This fee is only applied to Subdivision Projects.

### Mitigation Act Park Fee (Citywide Park Fee)

The City charges a Citywide Park Fee applicable to residential developments consisting of non-subdivisions. Consequently, residential developments not subject to the Quimby Park Fee (above) shall be required to remit a park fee as established by City Council for the purposes of providing citywide parks and recreational facilities.

### Cultural Arts Fee

The city collects Art fees to construct various public art pieces and memorials and for conducting public events, such as the Open Streets annual event.

### In Lieu Of Undergrounding Fee

This fee is collected in lieu of required utility undergrounding at the request of the developer. The fee will be used to underground overhead utility lines in conjunction with the City's Rule 20A program funded through Southern California Edison. This will maximize the city's resources and deliver a more cost effective project.

## Section 2.0. Fee Amounts

### Drainage Facilities Fee Schedule

Land Use	Effective 2/13/2017	Effective 2/12/2018	Effective 2/12/2019
Single Family (Sq.Ft.)	\$ 0.14	\$ 0.20	\$ 0.27
Multi Family (Sq.Ft.)	\$ 0.11	\$ 0.14	\$ 0.18
Commercial (Sq.Ft.)	\$ 0.19	\$ 0.30	\$ 0.42
Office (Sq.Ft.)	\$ 0.21	\$ 0.36	\$ 0.50
Industrial (Sq.Ft.)	\$ 0.20	\$ 0.34	\$ 0.47

### Transportation Facilities Fee Schedule

Land Use	Effective 2/13/2017	Effective 2/12/2018	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 800	\$ 1,200	\$ 1,600
Multi Family (Dwelling Unit)	\$ 600	\$ 800	\$ 990
Hotel/Motel (Room)	\$ 550	\$ 750	\$ 919
Industrial (Sq.Ft.)	\$ 0.40	\$ 0.48	\$ 0.57
Retail (Sq.Ft.)	\$ 2.42	\$ 3.04	\$ 3.66
Office (Sq.Ft.)	\$ 1.50	\$ 2.05	\$ 2.61
Cost Per Trip Fee*	\$ 600	\$ 1,000	\$ 1,407

*\*'Per Trip Fee' will be applied to land use project categories not listed in this schedule. Additional trip calculations will use the latest Institute of Transportation Engineers Trip Generation Manual.*

### Park Facilities Fee Schedule

#### Quimby Fee - Subdivisions / Neighborhood Parks

Land Use	Effective 2/13/2017	Effective 2/12/2018	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 7,600	\$ 9,700	\$ 11,794
Multi Family (Dwelling Unit)	\$ 6,900	\$ 8,300	\$ 9,804

#### Mitigation Fee - Non-Subdivisions / Citywide Parks

Land Use	Effective 2/13/2017	Effective 2/12/2018	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 5,700	\$ 5,900	\$ 6,061
Multi Family (Dwelling Unit)	\$ 5,038	\$ 5,038	\$ 5,038

### Water Assessment Fees

Cost is determined by adding the acreage and frontage charges:

Acreage charge; \$950 per acre.

Frontage charge; \$8 per linear foot for an arterial street or \$4.50 per linear foot for a residential street

### Parkway Tree Fee

Cost = \$2.50 per linear foot of frontage.

### Cultural Arts Fee

\$2.00 plus \$1.75/\$1,000.00 or fraction thereof of valuation as determined by the Building Official.

### In Lieu Undergrounding Fee

This fee is equal to the Southern California Edison cost estimate to underground the required poles for the project.

### Section 3.0. Fund Balances, Interest Earned, and Fees Collected

The beginning balance is as of July 1, 2016 and the ending balance is as of June 30, 2017. Fees were collected and interest was earned between those dates.

Drainage Facilities Fee		Transportation Facilities Fee	
Beginning Balance:	\$753,685.10	Beginning Balance:	\$165,787.03
Fees Collected:	\$ 80,733.32	Fees Collected:	\$ 21,625.31
Interest Earned:	\$ 1,302.47	Interest Earned:	\$ 427.14
Fees Expended:	\$305,846.92	Fees Expended:	\$ 0
Ending Balance:	\$529,873.97	Ending Balance:	\$187,839.48

Quimby Park Fee		Citywide Park Fee	
Beginning Balance:	\$967,441.97	Beginning Balance:	\$0
Fees Collected:	\$104,409.61	Fees Collected:	\$46,300
Interest Earned:	\$ 1,640.69	Interest Earned:	\$0
Fees Expended:	\$590,950.50	Fees Expended:	\$0
Ending Balance:	\$482,541.77	Ending Balance:	\$46,300

Water Assessment Fee (Acreage)		Water Assessment Fee (Frontage)	
Beginning Balance:	\$0	Beginning Balance:	\$0
Fees Collected:	\$3,131.67	Fees Collected:	\$8,090.00
Interest Earned:	\$0	Interest Earned:	\$0
Fees Expended:	\$3,131.67	Fees Expended:	\$8,090.00
Ending Balance:	\$0	Ending Balance:	\$0

Parkway Tree Fee		Cultural Art Fee	
Beginning Balance:	\$0	Beginning Balance:	\$138,887.41
Fees Collected:	\$33,060.78	Fees Collected:	\$ 92,743.25
Interest Earned:	\$0	Interest Earned:	\$ 385.67
Fees Expended:	\$33,060.78	Fees Expended:	\$ 27,309.01
Ending Balance:	\$0	Ending Balance:	\$204,707.32

In Lieu of Undergrounding Fee	
Beginning Balance:	\$0
Fees Collected:	\$0
Interest Earned:	\$0
Fees Expended:	\$0
Ending Balance:	\$0

## Section 4.0. List of Public Improvements Funded by Each Fee

An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

### Drainage Facilities Fee

Project	Fee Spent	Total Project Cost	Percentage of Project Funded by Fee
Lampson/West Drainage Project	\$283,776.37	\$297,666.87	95%
La Bonita Storm Drain	\$18,514.60	\$18,514.60	100%
Various Storm Drains (Design)	\$1,566.95	\$13,154.95	12%
Bartlett Storm Drain	\$1,989.00	\$1,989.00	100%

### Water Assessment Fees

Project	Fee Spent	Total Project Cost	Percentage of Project Funded by Fee
Capital Replacement (Lines, meters, hydrants, laterals and gate valves citywide)	\$11,221.67	\$1,163,521.18 (City's total water appurtenance expenditures for FY16/17)	0.9%

### Parkway Tree Fee

Project	Fee Spent	Total Project Cost	Percentage of Project Funded by Fee
Parkway Tree Capital Improvements at Locations Citywide	\$33,060.78	\$900,654.07 (City's total parkway tree capital costs for FY16/17)	4%

### Quimby Park Fee

Project	Fee Spent	Total Project Cost	Percentage of Project Funded by Fee
Community Meeting Center & Council Chamber Improvements	\$199,134	\$382,134	52%
Eastgate Park Playground	\$170,725	\$170,725	100%
Park Light Pole Replacement FY16/17	\$101,527.27	\$101,527.27	100%
Replacement Community Meeting Center Atrium Lobby	\$59,695.04	\$59,695.04	100%
Amphitheater Renovation	\$55,490.69	\$55,490.69	100%
Park Light Pole Replacement FY15/16	\$4,378.50	\$4,378.50	100%

## Cultural Arts Fees

Project	Fee Spent	Total Project Cost	Percentage of Project Funded by Fee
Art Fund Special Projects	\$27,309.01	\$27,309.01	100%

## Transportation Facilities Fee

No expenditures were incurred in Fiscal Year 2016-17.

## Citywide Park Fees

No expenditures were incurred in Fiscal Year 2016-17.

## In-Lieu of Undergrounding Fees

No expenditures were incurred in Fiscal Year 2016-17

## Section 5.0. List of Approximate Construction Dates for Public Improvements

An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001.

### Drainage Facilities Fee

Project	Start Date	Completion Date
Bartlett Storm Drain Relief Line (Santa Barbara – Belgrave Channel)	TBD (Project cost is \$1.5M – Construction to start once all funding is secured)	TBD
La Bonita Storm Drain (Westminster – Anabel)	TBD (Project cost is \$610,000 – Construction to start once all funding is secured)	TBD
Garden Grove Boulevard, Dale, Lampson & Josephine Area Drainage Study	Field Survey Complete Construction to start once all funding is secured)	TBD
Grooved Cross Gutter Replacement (Locations Citywide)	On-going (Cross gutter replacement is included with major street reconstruction projects)	On-going

### Transportation Facilities Fee

Project	Start Date	Completion Date
Westminster Traffic Signal Synchronization Project ( <i>Multijurisdictional Project</i> )	Construction Complete in the City of Garden Grove	Timing Implementation March 2018
Haster/Lampson Traffic Signal Modification	March 2018	July 2018
Brookhurst Traffic Signal Synchronization Project ( <i>Multijurisdictional Project</i> )	January 2018	January 2019
Chapman/Lamplighter New Traffic Signal	March 2018	July 2018
Garden Grove Boulevard Traffic Signal Synchronization Project ( <i>Multijurisdictional Project</i> )	TBD (Pending OCTA Grant Approval)	TBD (Pending OCTA Grant Approval)

### Water Assessment Fees

Project	Start Date	Completion Date
Citywide Capital Replacement (includes lines, meters, and valves)	On-going	On-going

### Parkway Tree Fee

Project	Start Date	Completion Date
Tree-Related Capital Improvements	On-going	On-going

## Community Services - Quimby Park Fee & Citywide Park Fee

Project	Start Date	Completion Date
Gymnasium Floor Replacement at Garden Grove Park	March 2018	September 2018
Replacement of Park Gazebos	On-going	TBD
Replacement of Fitness Equipment at Senior Center Circle	On-going	TBD
Replacement of Light Poles at Park Locations	On-going	2019
Park and Facilities Master Plan	December 2017	November 2018
Shade Structure for the Buena Clinton Center	On-going	March 2018
Eastgate Replacement of Restrooms	On-going	TBD
Playground Surfacing	On-going	TBD
Picnic Shelters	On-going	TBD
Amphitheater Renovation	On-going	June 2018
Buena Clinton Youth Family Center	On-going	April 2018
Community Meeting Center & Council Chambers Improvements	On-going	January 2018

## Cultural Art Fees

Project	Start Date	Completion Date
Cultural Art Projects & Community Events	TBD	TBD

## In Lieu of Undergrounding Fee

Project	Start Date	Completion Date
Projects to be identified once enough funding is secured	TBD	TBD

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of City Project No. 7229 - Rehabilitation of Westminster Avenue, Buaro Street, Twintree Avenue, Dorothy Avenue, Coleman Place and Stanrich Place as complete. ( <i>Action Item</i> )		
		Date:	12/12/2017

---

**OBJECTIVE**

For the City Council to accept City Project No. 7229 - Rehabilitation of Westminster Avenue, Buaro Street, Twintree Avenue, Dorothy Avenue, Coleman Place and Stanrich Place as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

**BACKGROUND**

On June 13, 2017, City Council awarded R. J. Noble Company, a contract in the amount of \$1,864,336.25 for the rehabilitation of Westminster Avenue, Buaro Street, Twintree Avenue, Dorothy Avenue, Coleman Place and Stanrich Place. This Project consisted of the removal and reconstruction of street pavement, bus pads, curb and gutters, sidewalk, wheelchair ramps, and installation of traffic striping.

**DISCUSSION**

The contractor, R. J. Noble Company, has completed the improvements in accordance with the plans, specifications, and other contract documents.

**FINANCIAL IMPACT**

There is no financial impact to the General Fund. The subject project was funded through Gas Tax (fund 061), Measure "M2" local (fund 422) funds, Community Development Block Grant (CDBG), and California State Tire Recycle Grant funds. The project was completed within the project budget and schedule. The retention payment will be released after recordation of the Notice of Completion.

**RECOMMENDATION**



It is recommended that the City Council:

- Accept City Project No. 7229 - Rehabilitation of Westminster Avenue, Buaro Street, Twintree Avenue, Dorothy Avenue, Coleman Place and Stanrich Place as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Navin B. Maru, Associate Engineer

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Notice of Completion	11/30/2017	Exhibit	NOC_Westminster.pdf

RECORDING REQUESTED BY

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When Recorded Mail To:

City Clerk  
City of Garden Grove  
P. O. Box 3070  
Garden Grove, CA 92842

---

**NOTICE OF COMPLETION**  
**OF PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN that the City of Garden Grove, Orange County, California, has caused a public improvement, to wit:

**PROJECT NO. 7229,**  
**REHABILITATION OF WESTMINSTER AVENUE, BUARO STREET, TWINTREE**  
**AVENUE, DOROTHY AVENUE, COLEMAN PLACE AND STANRICH PLACE**

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with R J Noble Company, on the 13th day of June, 2017, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 12th day of December, 2017, that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

**PROJECT NO. 7229,**  
**REHABILITATION OF WESTMINSTER AVENUE, BUARO STREET, TWINTREE**  
**AVENUE, DOROTHY AVENUE, COLEMAN PLACE AND STANRICH PLACE**

NAME OF SURETY on  
Labor and Material Bond is:

Western Surety Company  
915 Wilshire Blvd, Suite 1650  
Los Angeles, CA 90017  
Tel No. (866) 404-7926

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

CITY OF GARDEN GROVE

By \_\_\_\_\_  
City Manager of the City of  
Garden Grove

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Garden  
Grove

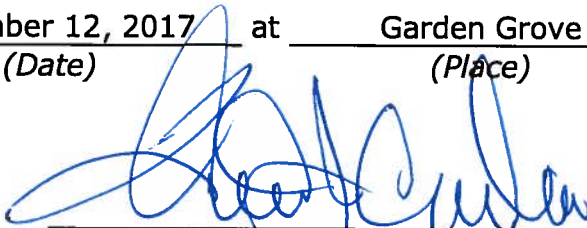
STATE OF CALIFORNIA  
COUNTY OF ORANGE

I am the City Engineer of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on December 12, 2017 at Garden Grove, California  
(Date) (Place)

  
\_\_\_\_\_  
Dan Candelaria, P. E., T.E.  
City Engineer

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of Amendment No. 2 to Cooperative Agreement No. C-1-2472 with the Orange County Transportation Authority for grant funding for the Senior Mobility Program. ( <i>Action Item</i> )		
		Date:	12/12/2017

---

**OBJECTIVE**

To obtain City Council approval for Amendment No. 2 to Agreement No. C-1-2472 with the Orange County Transportation Authority (OCTA) for grant funding for the City's Senior Mobility Program (SMP) at the H. Louis Lake Senior Center.

**BACKGROUND**

On June 28, 2016, City Council approved Amendment No. 1 to the Agreement with OCTA that provided the City with additional grant funding for the SMP at the H. Louis Lake Senior Center for an additional five twelve-month periods beginning July 2016 through June 2021.

**DISCUSSION**

The OCTA has requested to amend Exhibit A of the Agreement, which is the Senior Mobility Program Agency Service Plan. The amendment will delete one section from the Service Plan under Item 5, Fare structure, "which is \$12.00 for a one-way trip within the City of Garden Grove. For one-way trips outside of city limits there is an additional charge of \$2.50 per mile."

In October 2017, OCTA reviewed the City's Fare Structure listed on the Service Plan, and determined that the prices listed could potentially change, therefore this section should be eliminated and replaced with "The SMP fare structure is based on a per trip charge." This amendment allows the City to implement fare structure changes, and will not require additional amendments to the Agreement.

**FINANCIAL IMPACT**

Funding for transportation services is split between the City and OCTA. During the first twelve-month period, OCTA provided the City an estimated amount of \$157,564 in Measure M2 funds, and \$25,661 in local funds, for a total amount of \$183,225 for Fiscal Year 2016-17. The City is required to provide a twenty (20) percent match for Measure M2 funds. The match during Fiscal Year 2016-17 was a total amount of \$39,391 that was provided as in-kind staff salaries budgeted in the General Fund.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Approve the attached Amendment No. 2 to Cooperative Agreement No. C-1-2472 with the Orange County Transportation Authority for funding of the City's Senior Mobility Program at the H. Louis Lake Senior Center; and
- Authorize the Mayor to execute Amendment No. 2 on behalf of the City.

By: Janet Pelayo, Community Services Manager

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Amendment No. 2 - OCTA Agreement No. C-1-2472	11/29/2017	Backup Material	Amendment_No._2_to_OCTA_Agreement_No._C-1-2472_-_DOC-20171127-17_01_50.pdf



BOARD OF DIRECTORS

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Darrell Johnson  
Chief Executive Officer

November 17, 2017

Ms. Teresa Pomeroy  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

**SUBJECT: AMENDMENT NO. 2 TO AGREEMENT NO. C-1-2472**

Dear Ms. Pomeroy:

Enclosed is the original document for amendment No. 2 to Agreement No. C-1-2484 for your review and signature.

Please execute the document in blue ink where indicated and return the signed original to Sue Ding by Monday, December 4, 2017. The first page of the document will be completed by the Authority upon final execution.

If you have any questions, please call Sue Ding at (714) 560-5631.

Sincerely,

Cathy Foreman  
Office Specialist  
Contracts Administration and Materials Management

Enclosure

**THIS AMENDMENT NO. 2** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ and between the Orange County Transportation Authority, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Garden Grove (hereinafter referred to as "CITY").

**WHEREAS**, by Agreement No. C-1-2472 dated June 27, 2011, as changed by Amendment No. 1 dated July 19, 2016, AUTHORITY and CITY are entered into a contract to provide the Senior Mobility Program (SMP) concerning senior transportation services; and

**WHEREAS, AUTHORITY and CITY agree to revise Exhibit A, SMP Agency Service Plan;**

Amend **Exhibit A, Senior Mobility Program Agency Service Plan:** to delete “which is \$12.00 for a one-way trip within the City of Garden Grove. For one-way trips outside of City limits there is an additional charge of \$2.50 per mile.” under Item 5. Fare structure.

Page 1 of 2

**AMENDMENT NO. 2 TO  
AGREEMENT NO. C-1-2472**

1       The balance of said Agreement remains unchanged.

2       This Amendment No. 2 to Cooperative Agreement No. C-1-2472 shall be made effective upon  
3 execution by both parties.

4       **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to  
5 Cooperative Agreement No. C-1-2472 to be executed on the date first above written.

6       **CITY OF GARDEN GROVE**

7       **ORANGE COUNTY TRANSPORTATION AUTHORITY**

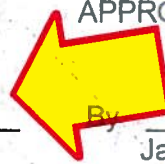
8       By \_\_\_\_\_  
9       Steven R. Jones  
10       City Mayor

By \_\_\_\_\_  
Pia Veasapen  
Manager, Contracts and Procurement

11       By \_\_\_\_\_  
12       Teresa Pomeroy  
13       City Clerk

By \_\_\_\_\_  
James M. Donich  
General Counsel

14       By \_\_\_\_\_  
15       Omar Sandoval  
16       City Attorney



APPROVED TO FORM:

By

fy  
pv



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Authorization for the Mayor to attend the United States Conference of Mayors Winter Meeting in Washington, DC on January 24-26, 2018. (Cost: \$3,300) ( <i>Action Item</i> )		
	Date:	12/12/2017	

---

**OBJECTIVE**

To request City Council authorization for the Mayor to attend the United States Conference of Mayors (USCM) Winter Meeting in Washington, DC on January 24-26, 2018.

**BACKGROUND**

The USCM is the official non-partisan organization of cities with populations of 30,000 or more. Each participating City is represented in the Conference by its Mayor. The Conference holds a Winter Meeting each January in Washington, DC, and an annual meeting each June in a different U.S. city. The primary roles of the Conference are to promote the development of an effective national city and metro area focused policy, strengthen federal-city relationships, ensure that federal policy meets city needs, provide mayors with leadership and management tools that allow them to do their jobs better and make them more effective as leaders, and to create a forum in which mayors can share ideas, information, and best practices.

**DISCUSSION**

Garden Grove's Mayor has been invited to attend the USCM Winter Meeting in Washington, D.C. on January 24-26 to learn about membership and how the Conference can benefit Garden Grove. Conference topics will include: Managing the New Economy, The Current State of Political and Social Affairs, Strengthening Police-Community Relations While Reducing Violent Crime, Homelessness, Housing, Disaster Recovery, City Design, Small Business: Promoting Job Creation and Neighborhood Development, as well as many other relevant topics. (See attached draft program agenda.)

Pursuant to the City's expense guidelines and reimbursement policy for City Council

Members, expenses for out-of-state travel and expenses in excess of \$1,500 require City Council approval.

#### FINANCIAL IMPACT

The cost to attend the conference along with related travel and lodging is approximately \$3,300. Funds for this expense will be paid from the current City Council budget.

#### RECOMMENDATION

It is recommended that the City Council:

- Authorize attendance by the Mayor at the USCM Winter Meeting in Washington, DC on January 24-26, 2018 including travel, lodging, food, and other ancillary expenses.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Draft Agenda for USCM 86th Winter Meeting	12/5/2017	Cover Memo	USCM_Winter_Meeting_Draft_Agenda.pdf



## **DRAFT AGENDA**

Updated November 30, 2017

### **The United States Conference of Mayors**

86th Winter Meeting

January 24-26, 2018

Capital Hilton Hotel

Washington, DC

### **KEY INFORMATION FOR ATTENDEES**

#### **Participation**

Unless otherwise noted, all plenary sessions, committee meetings, task force meetings, workshops and social events are open to all mayors and other officially-registered attendees.

#### **Media Coverage**

While the plenary sessions, committee meetings, task force meetings and workshops are all open to press registrants, please note all social/evening events are CLOSED to press registrants wishing to cover the meeting for their news agency.

#### **Mobile App**

Download the official mobile app to view the agenda, proposed resolutions, attending mayors and more. You can find it at [usmayors.org/app](http://usmayors.org/app). Available on the App Store and Google Play.

### **PLENARY SESSION TOPICS (Day/Time TBA)**

- **Managing the New Economy**
- **The Current State of Political and Social Affairs**
- **Equity, Economic Inclusion & Civil Rights**
- **The Future of Work**
- **Combatting the Opioid Epidemic**
- **Strengthening Police-Community Relations While Reducing Violent Crime**
- **Mass Shootings: Lessons Learned and Bipartisan Actions Possible**
- **Other TBA**



## CONCURRENT SESSION TOPICS (Day/Time TBA)

- **Broadband Development:** *Protecting Local Public Assets from Federal Overreach*
- **Census 2020:** *What Must be Done to Prepare for the Next Census*
- **Childhood Hunger and Food Access:** *Public/Private Partnerships that Work*
- **City Design:** *Extracting Maximum Public Benefit out of Limited Financial Resources*
- **Civil Rights:** *Combating Hate, Extremism, and Bigotry by Creating Inclusive Cities*
- **Climate Change:** *Today's Leadership Confronting Tomorrow's Challenges*
- **Disaster Recovery:** *Lessons Learned from the Tragedies of 2017*
- **Education/Workforce Development:** *Preparing the Workforce of the Future*
- **Homelessness:** *Strategies that Work in Reducing Chronic and Veteran Homelessness*
- **Housing:** *What Mayors Can Do to Spur Affordable Rental and Homeownership Options*
- **Immigration:** *Mayoral Leadership in Building Welcoming Cities and Achieving Federal Priorities*
- **Infrastructure:** *How Federal/Local Partnerships Can Drive Leadership and Technology*
- **Opioid Abuse:** *What Works in Prevention and Treatment*
- **Public Safety:** *Reducing Gun Violence in Cities*
- **Small Business:** *Promoting Job Creation and Neighborhood Development*
- **Sports:** *How Sports are Transforming and Strengthening Cities*
- **Tax Reform:** *What's Next for America's Cities?*
- **Technology & Innovation:** *Using Data to Build Smarter and Connected Cities*
- **Urban Food Infrastructure:** *Establishing a Local Framework to Support Urban Agriculture*
- **Other TBD**



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Human Resources administration utility vehicle. (Cost: \$29,489.15) ( <i>Action Item</i> )		
		Date:	12/12/2017

---

**OBJECTIVE**

To secure City Council authorization to purchase one (1) new Human Resources administration utility vehicle from National Auto Fleet Group through the National Joint Powers Alliance (NJPA) competitive bid program, Contract #17361672-1.

**BACKGROUND**

The Public Works Department has one (1) vehicle that currently meets the City's guidelines for replacement. The replacement was approved through the Fiscal Year 2017/18 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

**DISCUSSION**

The NJPA nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of NJPA, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent NJPA competitive bid program, Contract #17361672-1. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$29,489.15 *
---------------------------	---------------

\* This price includes all applicable tax and destination charges.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The financial impact is \$29,489.15 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

#### RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$29,489.15 to National Auto Fleet Group for the purchase of one (1) new Human Resources administration utility vehicle.

By: Steve Sudduth, Equipment Maintenance Supervisor

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Todd E. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of 36-month lease contracts with Enterprise Fleet Management for two (2) undercover vehicles. (Cost: \$54,000) ( <i>Action Item</i> )		
		Date:	12/12/2017

---

**OBJECTIVE**

To gain City Council approval to enter into 36-month operating lease contracts with Enterprise Fleet Management (Enterprise) for two (2) Police Department undercover vehicles, pursuant to the terms of the existing standard Master Walkaway Lease Agreement.

**BACKGROUND**

Leasing vehicles has been very successful for the Police Department, as it allows investigators to conduct operations in vehicles chosen to blend in with the general population, and to rotate them out every 36 months. The City has an existing Master Walkaway Lease Agreement with Enterprise, and two operating leases are expiring in early 2018. Manufacturer delivery lead times range from 12 to 21 weeks, so Enterprise must order the vehicles as soon as possible to avoid having to extend the current contracts while waiting for the new vehicles.

**DISCUSSION**

Police staff worked with Enterprise and identified two vehicles that meet the operational needs of the Department and also provide substantial manufacturer incentives. Each vehicle will have a total allowance of 30,000 miles for the 36-month lease term and the dealer will complete any repairs that are covered under warranty. Enterprise will also provide physical damage coverage for the vehicles, as leased vehicles do not qualify for comprehensive coverage under the City's self-insurance guidelines.

**FINANCIAL IMPACT**

The total cost of the two leases is approximately \$18,000 per year, or \$54,000 for

the full 36-month term of the agreements. This amount includes all monthly lease payments, physical damage insurance, annual license renewal fees, and all fees associated with initial delivery. The full cost of Enterprise lease agreements is incorporated into the Police Department's budget as an ongoing expense. There will be no additional burden on the General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve 36-month vehicle operating lease contracts for two (2) Police Department undercover vehicles, pursuant to the existing Master Walkaway Lease Agreement; and
- Authorize the City Manager to execute the contracts on behalf of the City, and make minor modifications as appropriate thereto.

By: Courtney Allison, Fiscal Analyst



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Todd D. Elgin  
Dept.: City Manager Dept.: Police  
Subject: Award of contract to All City Management Services, Inc.,  
for crossing guard services  
for 16 school locations  
within the Garden Grove  
Unified School District.  
(Cost: \$197,000) (*Action  
Item*)

---

**OBJECTIVE**

To seek City Council approval to award a contract to All City Management Services, Inc. (ACMS) to provide crossing guard services for 16 school locations within the Garden Grove Unified School District.

**BACKGROUND**

A request for proposal (RFP No. S-1228) was advertised on October 4, 2017, and re-advertised on October 11, 2017. The proposal document was posted on the City's website on October 4, 2017, via the Planet Bids on-line bidding system. Two (2) proposals were received and reviewed on November 3, 2017. The Source Selection Committee (SSC) review scores were completed on November 16, 2017. The final SSC scores are as follows:

<b>All City Management Services, Inc.</b>	<b>1460</b>
American Guard Services, Inc.	1140

ACMS is qualified to provide crossing guard services for the City of Garden Grove to school locations within the Garden Grove Unified School District by virtue of experience, training, education, and expertise.

**DISCUSSION**

The term of the agreement with ACMS will be for a period of one (1) year, with an option to extend the agreement for an additional four (4) years, for a total of five (5) years. Option years will be exercised one (1) year at a time, at the sole option of the City. The ACMS hourly billing rate will be Sixteen Dollars and Fifty-Nine Cents

(\$16.59) per hour, for the remainder of Fiscal Year 2017-18. Prior to each renewal option year, ACMS will provide the City with their proposed hourly rate for the coming option year. Annual increases are expected over the next several years due to the State of California's scheduled increase in the minimum wage.

#### FINANCIAL IMPACT

Total compensation under this agreement shall not exceed (NTE) the amount of One Hundred Ninety Seven Thousand Dollars (\$197,000) per year for a minimum of three (3) hours per location. The funding for the contract for ACMS crossing guard services is currently part of the Police Department's General Fund allocation. There will be no additional burden on the General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a contract for RFP No. S-1228 to All City Management Services, Inc., in the amount of \$197,000, for crossing guard services for 16 school locations within the Garden Grove Unified School District;
- Approve the contract term of January 1 through December 31, 2018, with an option to extend for an additional four years for a total of five years; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate.

By: Courtney Allison, Fiscal Analyst

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	12/4/2017	Backup Material	DOC-20171204-13_23_26.pdf

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **All City Management Services, Inc.**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR Provide Crossing Guard Services for the City of Garden Grove for sixteen (16) school locations within the Garden Grove Unified School District.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement for an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Contractors Proposal which is attached as Attachment B and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Ninety Seven Thousand Dollars (\$197,000.00), per year for a minimum of 3 (three) hours per location, payable in arrears and in accordance with the Contractor's Proposal (Attachment B). All work shall be in accordance with RFP No. S-1228.

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

1. **Insurance Requirements.**

COMMENCEMENT OF WORK. CONTRACTOR and all subcontractors shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. CONTRACTOR shall be responsible to collect and maintain all insurance from contractors and subcontractors. All subcontractors shall obtain and maintain the same insurance as required of CONTRACTOR. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Each policy shall also contain a waiver of subrogation wherein the insurer waives its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.

- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$5,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. (**claims made and modified occurrence policies are not acceptable**);

Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Excess liability, following form, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (claims made and modified occurrence policies are not acceptable). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

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

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

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
All City Management Services, Inc.  
Attention: Barron Farwell, General Manager  
10440 Pioneer Blvd., Suite #5  
Santa Fe Springs, CA 90670
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove                      Garden Grove City Attorney  
11222 Acacia Parkway                    11222 Acacia Parkway  
Garden Grove, CA 92840                Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

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

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\\\\\

(Agreement Signature Block on Next Page)



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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**All City Management Services, Inc.**

By: \_\_\_\_\_

Name: BARON FARWELL

Title: PRESIDENT

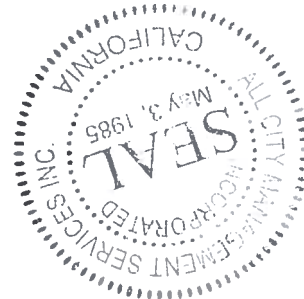
Date: 11/28/17

Tax ID No. 95-3971517

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

**APPROVED AS TO FORM:**

*Chris Sandom*  
Garden Grove City Attorney



## **ATTACHMENT "A"**

### **SCOPE OF SERVICES RFP S-1228**

#### **PROVIDE CROSSING GUARD SERVICES FOR THE CITY OF GARDEN GROVE**

##### **ORGANIZATION BACKGROUND**

The City of Garden Grove, with a population of approximately 173,000, is located in central Orange County approximately twenty-five miles southeast of downtown Los Angeles. It is the fifth largest city in Orange County and the twenty-fifth largest city in the State of California. Despite the City's comparatively large size, it is a relatively young community, being incorporated on June 18, 1956.

The City spans an area of 17.8 square miles. It has the Council-Manager form of government, with the Mayor elected at large. The City Council engages the City Manager and City Attorney. The City Manager has the responsibility for hiring the department heads and for administering the City's programs in accordance with the policies adopted by the Council.

The City is a full service city. The services provided by the City include police, fire, paramedic, street maintenance, park maintenance, water, sewer, refuse, recreation, traffic/transportation, public improvements, planning, zoning, and general administrative services such as human resources, information technology services, and accounting. Also included in the City's overall operations are the Garden Grove Housing Authority, the Garden Grove Sanitary District, the Garden Grove Public Financing Authority, and the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development.

##### **CONTRACTOR SHALL PROVIDE THE FOLLOWING TO THE CITY**

Contractor shall provide crossing guard services for designated schools within the City of Garden Grove ("City"). There are currently sixteen (16) Crossing Guard locations that are staffed during the school year.

The Garden Grove Unified School District (GGUSD), through its designated liaison, may request to make changes to crossing guard locations and/or work hours on a temporary or extended but not permanent basis (less than a full school year). Contractor shall make no changes without prior authorization from the City's designated project manager. In the event the Contractor is contacted by a school requesting service outside of the contract terms, Contractor shall refer the school to their designated GGUSD liaison and advise the school no changes will be made until proper authorization is received.

1. City shall identify the locations when and where Contractor shall furnish Crossing Guards. No changes to work hours shall occur without the written agreement of the City. In the event the City identifies the need for additional crossing guards, the City may add or eliminate Crossing Guard locations accordingly and Contractor shall agree to add or reduce service locations in accordance with the City's actions. Please reference Appendix A of this document for the current locations.
2. Contractor will be responsible to coordinate with representatives from all schools served to verify that coverage is provided in accordance with school schedules.
3. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location, or for emergency basis.
4. Contractor will be responsible for all supervision of all employees at all sites to ensure school crossing guard services.
5. Contractor shall provide Crossing Guards during the times and at the locations specified by the City.
  - a. Crossing Guards schedules shall not deviate from the schedules specified by the City for each location without prior written approval of the City.
6. Contractor's personnel assigned to provide Crossing Guard services under this Contract shall be trained in accordance with the most current version (presently the 2014 Rev. 2 Edition) of the California Manual on Uniform Traffic Control Devices (CMUTCD), Chapter 7D. Crossing Supervision, Attachment C to this Contract. If Contractor's personnel are trained pursuant to some other standard, Contractor shall provide evidence of said training protocols and the training shall be, at a minimum, equivalent to the criteria set forth in the CMUTCD; use of a training standard other than CMUTCD shall require advanced written approval by the City.
7. Contractor personnel shall be at least 18 years of age, be physically and mentally capable of performing the duties of a Crossing Guard and have the ability to give and follow oral instructions. The Crossing Guard shall be able to communicate in the English language.
8. Contractor shall provide all Crossing Guards with uniforms as described in the CMUTCD Section 7D.04, "Uniform of Adult Crossing Guards" (see Attachment C) by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all personnel performing the duties of Crossing Guards under this Contract and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions.
9. Contractor shall also provide all Crossing Guards with appropriate equipment including a hand held Stop sign and any other safety equipment, which may be necessary.

10. Contractor's personnel assigned to perform Crossing Guard services under this Contract shall, at a minimum, comply with the Operating Procedures set forth in the CMUTCD, Section 7D.05, "Operating Procedures for Adult Crossing Guards" (see Attachment C).

11. Contractor will conduct background investigations, at no expense to the City, on each individual employee to ensure the person is fit to serve as a school crossing guard.

12. Annual criminal background history re-checks must be conducted, at no cost to the City, for all Contractor personnel assigned to this contract prior to the commencement of each new school year.

13. The City shall not supply any items for this Contract.

**ATTACHMENT "B"**  
**PROPOSAL PRICING**

**RFP S-1228**  
**CROSSING GUARD SERVICES**

Contractors shall provide the services set forth in Attachment A, Scope of Services, at the following rate:

A. **Hourly Compensation for Crossing Guard Services**

\$16.59/hour

- B. Please note any *minimum amount of hours required* per assignment, if any:  
3.0/hours per assignment

***If minimums do not apply, please indicate N/A.***

***Please provide a response for both Items A and B above or your proposal may be deemed as non-responsive.***

\*Pricing will increase annually as a result of scheduled increase to the State of California minimum wage.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of agreements with HELIX Environmental Planning, Inc., and Lorraine Mendez & Associates to provide environmental analysis services; and approval of a Reimbursement Agreement with New Age Garden Grove LLC, to reimburse costs for environmental reporting. ( <i>Action Item</i> )		
		Date:	12/12/2017

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**OBJECTIVE**

The purpose of this report is to request City Council approve agreements with HELIX Environmental Planning, Inc. to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance documents, and Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA); and to also approve a Reimbursement Agreement with New Age Garden Grove, LLC. ("Developer") to reimburse for the costs of the environmental reporting.

**BACKGROUND**

In May 2017, the City and Developer entered into an Amended and Restated Exclusive Negotiation Agreement (ENA) for the development of the Nickelodeon Resort Hotel located at the northwest corner of Harbor Boulevard and Twintree Avenue. The Developer has prepared a revised draft Final Development Concept Package pursuant to the ENA Schedule. The next step for the development is the preparation and processing of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents, which analyze the projects potential environmental impacts.

**DISCUSSION**

The Developer has submitted preliminary plans to the City to develop a 560-room Nickelodeon Resort Hotel. The proposed development is approximately 10-acres. The resort would be comprised of a mix of guestrooms, timeshares, resort amenities, landscape decks, and on-site parking. Specifically, two buildings between 14 and 18 stories tall would be developed to include 164,000 square feet (sf) of retail and resort amenities on the first two floors, followed by 500 guestrooms and 60 timeshare units comprising about 600,000 sf on the remaining floors. A total of 808 parking stalls are proposed in an underground and ground-level parking structure. The proposed development will require a general plan and zone amendment to facilitate the development. The City solicited the proposal for the preparation and processing of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents to analyze the development's potential environmental impacts.

HELIX Environmental Planning, Inc. (Consultant) was selected to prepare the necessary CEQA documents for the development. The proposed scope of work outlines anticipated tasks to prepare a Mitigated Negative Declaration and/or Environmental Impact Report subject to the determination of the City Council. The estimated cost for HELIX Environmental Planning, Inc. shall not exceed

the Initial Study. The estimated cost for HELIX Environmental Planning, Inc. shall not exceed \$203,841 (See attachment No. 1).

In addition, the project needs to comply with NEPA. Lorraine Mendez & Associates (Consultant) was selected to prepare the necessary NEPA documents for the Project. The City has received a bid from Lorraine Mendez & Associates to analyze the impacts of the development in accordance with NEPA in the amount of \$14,400 (See attachment 2).

The amount of both contracts and all related costs shall be reimbursed by the Developer pursuant to a Reimbursement Agreement (See attachment 3). Both CEQA and NEPA documents for the development will be considered by the Planning Commission and City Council. Due to the nature of the work required to produce the Environmental Reports, it is recommended that these services be contracted to consultants that specialize in analyzing development impacts related to CEQA and NEPA. As the local Land Use Agency, the City will oversee the work of the Consultants, but the cost of the Reports are to be paid by the Developer.

#### FINANCIAL IMPACT

Approval of the Professional Services Agreement with Helix Environmental Planning, Inc. and the Professional Services Agreement with Lorraine Mendez & Associates will have no cost to the City. The Developer will deposit funds in the amount of both contracts with the City. The funding will be administered through a Reimbursement Agreement between the City and Developer, which requires the Developer to pay for all cost associated with preparation of the Reports.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve a Professional Services Agreement with HELIX Environmental Planning, Inc., to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance report for an amount up to \$203,840;
- Approve a Professional Services Agreement with Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA) report for an amount up to \$14,400;
- Approve a Reimbursement Agreement with New Age Garden Grove, LLC, for the cost of the environmental reports paid by the City; and
- Authorize the City Manager to sign the agreements and make minor modifications to all three Agreements as appropriate, on behalf of the City.

By: Monica Covarrubias, Sr. Economic Development Specialist

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Professional Services Agreement with HELIX Environmental Planning, Inc.	12/5/2017	Cover Memo	GG_HELIX_Environmental_Planning_Consultant_Agreement-Nickelodeon_Project.docx
Attachment 2: Professional Services			

Services Agreement with Lorraine Mendez & Associates	12/5/2017	Cover Memo	GG_LORRAINE_MENDEZ_NEPA_CONSULTING_AGREEMENT-NICKELODEON_PROJECT.docx
Attachment 3: Reimbursement Agreement with New Age Garden Grove, LLC	12/5/2017	Cover Memo	GG_REIMBURSEMENT_AGREEMENT_withNE_AGE_GARDEN_GROVE__LLC_for_Environmental_Work.docx



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **HELIX ENVIRONMENTAL PLANNING, INC.**, a California corporation, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council approval on December 12, 2017.
2. CITY desires to utilize the services of CONTRACTOR to **provide preparation and processing of California Environmental Quality Act (CEQA) compliance documents for the proposed Nickelodeon Resort Project.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment "A" (Letter Proposal/Agreement to Provide Environmental Consulting Services for the proposed Nickelodeon Resort Project), and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Two Hundred Three Thousand Eight Hundred Forty

Dollars (\$203,840.00), payable in arrears and in accordance with combined proposals in Attachment "A".

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

#### **4. Insurance requirements.**

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

**occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. HELIX Environmental Planning, Inc.  
7578 El Cajon Blvd.  
La Mesa, CA 91942  
Attention: Tamara S. Ching
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR's proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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

wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\ \\

(Agreement Signature Block On Next Page)

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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**HELIX ENVIRONMENTAL PLANNING, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

**Attachment "A"**  
**Letter Proposal/Agreement to Provide Environmental Consulting Services**  
**for the Nickelodeon Resort Project**



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **LORRAINE MENDEZ & ASSOCIATES**, a sole proprietorship, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council approval on December 12, 2017.
2. CITY desires to utilize the services of CONTRACTOR to **provide preparation and processing of National Environmental Policy Act (NEPA) compliance documents for the proposed Nickelodeon Resort Project.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment "A" (Proposal for Consultant Services), and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00), payable in arrears and in accordance with combined proposals in Attachment "A".

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

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

CONSULTANT has executed the Workers' Compensation Certificate for Sole Proprietors, attached hereto as Attachment "B" and incorporated herein by this reference, and represents that it is a sole proprietorship and is not legally required to carry Workers' Compensation Insurance at the time of execution of this Agreement.

- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have

a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees,

agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. Lorraine Mendez & Associates  
2100 Cold Stream Court  
Oxnard, CA 93036  
Attention: Lorraine Mendez, Principal
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

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

contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\ \\

(Agreement Signature Block On Next Page)

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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**LORRAINE MENDEZ & ASSOCIATES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

**Attachment "A"**  
**Proposal for Consultant Services**



**Attachment B**

**WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS**

**LORRAINE MENDEZ & ASSOCIATES**

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind\_\_\_\_\_.**

Company Name

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

PRINTED NAME OF AUTHORIZED PERSON: \_\_\_\_\_

TITLE OR POSITION OF AUTHORIZED PERSON: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!**  
**City/Agency/Sanitary District Use Only**

RISK MANAGEMENT DIVISION SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR REIMBURSEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL CLEARANCE DOCUMENTS**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Garden Grove** ("City") and **New Age Garden Grove, LLC** ("Developer") (collectively referred to as the "parties").

**RECITALS**

- A. Developer seeks to construct a project in the City of Garden Grove; and
- B. Such project requires that environmental clearance and review be completed in compliance with the California Environmental Quality Act ("CEQA"); and
- C. Project requires that environmental clearance and review be completed in compliance with National Environmental Policy Act ("NEPA"); and
- D. City will hire a consultant(s) to complete the required environmental review; and
- E. Developer acknowledges and agrees that the costs associated with the preparation of environmental clearance and environmental review documents are project specific costs that are the responsibility of the Developer as part of the entitlement process.

**AGREEMENT**

1. Selection of Consultant. Developer acknowledges and agrees that there is a need to hire an independent third party consultant (s) to use his/her own professional judgment to conduct and prepare the environmental clearance and environmental review documents. City reserves the right to contract the most qualified consultant through the third party contract at the discretion of the Community and Economic Development Director ("Director").
2. Method of Payment. Developer shall deposit 100% of the estimated total cost of completing the environmental review, which includes the traffic impact study, and the parking analysis prior to commencement of the environmental review. **No work shall be performed by an environmental review consultant until Developer has deposited such money with the City.** City shall keep the money deposited to complete the environmental review in a separate non-interest bearing account and will use the money to pay for the consultant's services. When the City has depleted the funds in the account, City shall immediately notify Developer of the additional funds necessary to complete the environmental review. Further, City shall notify consultant that no work should continue on the environmental review process until Developer has deposited additional funds

with the City. If Developer fails to provide additional funds to the City, no further environmental review shall be completed. Developer shall be responsible for all costs incurred by the City for the consultant's services up until the point that the City notifies the consultant to stop work on the project.

3. Administration Costs. In addition to the cost of completing the environmental review, the amounts reimbursed by Developer shall include administrative the costs incurred by City, including, without limitation, staff time, fees and services, which shall be reimbursed on a time and materials basis based on current City reimbursement rates.
4. Examination of Bills. Developer shall have the right to examine all invoices of the environmental consultant that are submitted to the City. Once Developer has made the request to review the invoices from the consultant, City shall have 10 days to copy and produce such invoices for inspection by Developer.
5. Authority of City. Because City has the ultimate authority and responsibility to prepare and review the environmental documents prior to approval of a project, City shall guide the environmental consultant as to the appropriate considerations for the review. If additional environmental or technical studies are required as a result of comments received from internal and external agencies, Developer is solely responsible for the costs of such studies. Nothing in this Agreement is meant to be a guarantee that Developer's project will be approved or that the environmental clearance will be obtained. Further, nothing in this Agreement specifies or guarantees the timing of completion of the environmental clearance and review or other related documents. The City has discretion under its police powers to approve land development projects in accordance with pertinent laws and policies.
6. Indemnity. Developer agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
7. No Inducement. Developer declares and represents that no promise, inducement or agreement not herein expressed has been made to it and that this Agreement contains the entire agreement between and among the parties, and that the terms of this Agreement are contractual and not a mere recital. This Agreement is entered into knowingly, freely, intelligently, and voluntarily by the parties, without any duress, or coercion. The parties have had a full opportunity to review and consider the matter prior to executing

this Agreement. The parties fully acknowledge that they also have had a full opportunity to discuss its contents with their respective representatives.

8. **Validity.** If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against the public policy or otherwise, the invalidity shall not affect other provisions or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are declared to be severable.
9. **Amendment.** This Agreement may be modified or amended only by a written document executed by both Developer and City and approved as to form by the City Attorney.
10. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
11. **Controlling Law Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Orange, California.
12. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.  
  
If to City:                      City of Garden Grove  
Attn.: Community Economic Development Director  
11222 Acacia Parkway  
Garden Grove, CA 92840  
  
If to Developer:             Ronnie Lam/Phil Wolfgramm/John Hicks/  
Kam Sang Company, Inc.  
411 East Huntington Drive, Suite 305  
Arcadia, CA 91006
13. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between the City and Developer. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
14. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding

upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

15. Termination. This Agreement may be terminated with thirty (30) days notice if Developer decides not to proceed with the proposed development project. Upon termination, Developer shall be responsible for compensation of the consultant's services performed up to the effective date of termination.
16. Insolvency; Receiver. Either the appointment of a receiver to take possession of all or substantially all of the assets of Developer, or a general assignment by Developer for the benefit of creditors, or any action taken or offered by Developer under any insolvency or bankruptcy action, will constitute a breach of this Agreement by Developer, and in such event this Agreement will automatically cease and terminate.
17. Developer Default. Should Developer fail to perform any of its obligations under this Agreement, then City may, at its option, pursue any one or more or all of the remedies available to it under this Agreement, at law or in equity. Without limiting any other remedy which may be available to it, if Developer fails to perform any of its obligations under this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all costs and expenses incurred by the City in completing the Studies, together with interest thereon from the date incurred at the rate of 10% per annum.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY:

DEVELOPER: New Age Garden Grove,  
LLC

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
By:  
Its:

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Kingsley Okereke  
Dept.: City Manager Dept.: Finance  
Subject: Appropriation of funds for funding two additional Police Officer positions in Fiscal Years 2017-18 and 2018-19.  
(Action Item) Date: 12/12/2017

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**OBJECTIVE**

To approve the appropriation of additional funds for the addition of a total of two (2) police officer positions, one in Fiscal Year (FY) 2017-18 and one in FY 2018-19.

**BACKGROUND**

During the FY 2017-18 and FY 2018-19 biennial budget development process, the Police Department specified a need to increase the number of police officers in the City, one in FY 2017-18 and another in FY 2018-19, for a total of two police officer positions. The addition of these positions was addressed with the City Council along with adoption of the FY 2017-18 and FY 2018-19 biennial budget. At that time, the City Council was advised that staff would pursue grant funding for the positions through the Department of Justice Community Oriented Policing (COPS) grant and that an appropriation to fund the positions would be requested if the grant request was not funded.

**DISCUSSION**

Recently, the City was notified that funding through the COPS grant is not available; therefore, it is necessary to appropriate additional funding to the budget in order to fund these positions. The cost for one Police Officer position for the remaining FY 2017-18 year (six months) and one additional police officer for FY 2018-19 is estimated as follows:

<u>Description</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
1 Full-Time Police Officer for FY 2017-18	76,500	160,658
1 Full-Time Police Officer for FY 2018-19	0	152,999
Overtime (Training Phase)	10,174	10,174
Overtime (Annual Average)	14,922	29,844

Uniforms & Equipment	<u>7,799</u>	<u>7,799</u>
Total	\$109,395	\$361,474

#### FINANCIAL IMPACT

The financial impact to the General Fund is additional appropriation in the amount of \$109,395 for FY 2017-18 and \$361,474 for FY 2018-19.

#### RECOMMENDATION

It is recommended that the City Council:

- Appropriate additional funding in the amount of \$109,395 for FY 2017-18 and \$361,474 for FY 2018-19 to fund a total of two Police Officer positions.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file minutes from the meeting held on November 28, 2017; the minutes from the joint Study Session held with the City of Santa Ana on December 4, 2017; and the minutes from the Special Meeting held on December 6, 2017. (*Action Item*) Date: 12/12/2017

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Attached are the minutes from the meetings held on November 28, 2017, December 4, 2017, and December 6, 2017, recommended to be received and filed as submitted or amended.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
November 28, 2017, Minutes	12/7/2017	Minutes	cc-min_11_28_2017.pdf
December 4, 2017, Minutes	12/7/2017	Minutes	cc-min_12_4_2017.pdf
December 6, 2017, Minutes	12/7/2017	Minutes	cc-min_12_6_2017.pdf



MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, November 28, 2017

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

CONVENE MEETING

At 6:06 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (6)      Mayor Jones, Council Members Beard,  
O'Neill, T. Nguyen, Klopfenstein, K. Nguyen

ABSENT:      (1)      Council Member Bui absent at Roll Call but  
joined the meeting at 6:30 p.m.

At 6:07 p.m., Mayor Jones announced that the Closed Session item for the following matter will not be heard at tonight's meeting and adjourned Closed Session:

Conference with Legal Counsel – Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1):  
Bradley DeVrieze v. City of Garden Grove, Workers Compensation Appeal Board  
Case Nos. ADJ9883190; ADJ9883135; ADJ10102726

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers:    None

CONVENE REGULAR MEETING

At 6:41 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE 2017 MISS GARDEN GROVE,  
MISSY MENDOZA AND HER COURTS OF HONOR (F: 52.3)

ORAL COMMUNICATIONS

Speakers: Elaine Caton, Leland Sisk, Tony Flores, Charles Mitchell, Bob Donelson

RECESS

At 7:13 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:18 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

APPROVAL OF AN AGREEMENT WITH ENVIRONMENTAL IMPACT SERVICES  
CONSULTING GROUP TO PROVIDE PREPARATION AND PROCESSING OF  
CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE DOCUMENTS, AND  
APPROVAL OF A REIMBURSEMENT AGREEMENT WITH GARDEN GROVE HOTEL, LLC  
(F: 55-Environmental Impact Services Consulting Group)  
(F: 55-Garden Grove Hotel, LLC)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

The Professional Services Agreement with Environmental Impact Services in the amount of \$81,532, to prepare and process the California Environmental Quality Act – compliance documents for the project located at 13650 Harbor Boulevard, Garden Grove, be approved;

The Reimbursement Agreement with Garden Grove Hotel, LLC, to reimburse the City for the cost of the agreement with Environmental Impact Services, be approved; and

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

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO ALLSTAR FIRE EQUIPMENT  
INC. FOR PERSONAL PROTECTIVE EQUIPMENT FOR FIREFIGHTERS (F: 60.4)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

The Finance Director be authorized to issue a purchase order in the amount of \$158,309.53 to Allstar Fire Equipment, Inc., for the purchase of 70 turnouts; and

The Finance Director be authorized to issue an annual extension of the purchase order in the amount of \$100,000, with Allstar Fire Equipment for five years.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

ADOPTION OF A RESOLUTION ADOPTING FISCAL YEAR 2016-17 MEASURE M2  
ANNUAL EXPENDITURE REPORT (F: 23.18C)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

Resolution No. 9467-17 entitled: A Resolution of the City Council of the City of Garden Grove, California concerning the Fiscal Year 2016-17 Measure M2 Annual Expenditure Report, be adopted; and

The Finance Director be authorized to submit the Measure M2 Annual Expenditure Report to the Orange County Transportation Authority.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

APPROVAL OF A BUS BENCH LICENSE AGREEMENT WITH FOCUS MEDIA GROUP,  
INC. FOR INSTALLATION AND OPERATION OF AND ADVERTISING ON NON-  
SHELTERED BUS BENCHES (F: 55-Focus Media Group, Inc.)(XR: 36.1A)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

A ten year License Agreement with Focus Media Group, Inc., to provide and maintain new bus benches, be approved; and

The City Manager be authorized to sign the agreement on behalf of the City.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

ADOPTION OF A RESOLUTION ADOPTING A SEPARATE BUS BENCH SECURITY  
DEPOSIT FEE (F: 36.1A)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

Resolution No. 9468-17 entitled: A Resolution of the City Council of the City of Garden Grove adopting a separate bus bench security deposit fee, be adopted.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON NOVEMBER 14, 2017  
(F: Vault)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

The minutes from the meeting held on November 14, 2017, be received and filed.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

WARRANTS (F: 60.5)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

Payroll Warrants 181837 through 181867; Direct Deposits D321484 through D322183; and Wires W2418 through W2421 be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Regular Warrants 631608 through 631924; and Wires W2013 through W2023 be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

Full reading of Ordinances listed be waived.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

PUBLIC HEARING – ADOPTION OF A RESOLUTION APPROVING GENERAL PLAN  
AMENDMENT NO. GPA-003-2017 AND ADOPTION OF A MITIGATED NEGATIVE  
DECLARATION FOR PROPERTY LOCATED AT 12111 BUARO STREET, GARDEN  
GROVE (F: 20.GPA-003-2017)

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

Speakers: Tony Flores, David Lautherboren

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

After City Council discussion, it was moved by Mayor Jones, seconded by Council Member O'Neill that:

Resolution No. 9469-17 entitled: A Resolution of the City Council of the City of Garden Grove adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving General Plan Amendment No. GPA-003-2017, be adopted.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

PUBLIC HEARING – ADOPTION OF A RESOLUTION AMENDING THE 2015 URBAN WATER MANAGEMENT PLAN (F: 112.10)

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

Speakers: None

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

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

Resolution No. 9470-17 entitled: A Resolution of the City Council of the City of Garden Grove adopting amendments to the 2015 Urban Water Management Plan pursuant to California Water Code Sections 10608 to 10657, be adopted; and

Staff be directed to submit the Plan to the California Department of Water Resources.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

ADOPTION OF A RESOLUTION APPROVING THE SUBMITTAL OF TRAFFIC SIGNAL SYNCHRONIZATION IMPROVEMENT PROJECTS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM (F: 100.3)

Following staff presentation and City Council discussion, it was moved by Council Member K. Nguyen, seconded by Council Member T. Nguyen that:

Resolution No. 9471-17 entitled: A Resolution of the City Council of the City of Garden Grove approving the submittal of traffic signal synchronization projects to the Orange County Transportation Authority for funding under the comprehensive transportation funding program, be adopted.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

*(As approved earlier in the meeting, it was moved by Council Member Bui, seconded by Council Member K. Nguyen, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)*

Ordinance No. 2888 entitled: An Ordinance of the City Council of the City of Garden Grove approving Amendment No. A-021-2017, to amend portions of Chapters 9.04 (Definitions) and 9.18 (Mixed Use Regulations and Development Standards) of Title 9 of the City of Garden Grove Municipal Code pertaining to uses within the Civic Center Mixed Use Zones that involve Entertainment and/or Alcohol Sales or Consumption and Permissible Encroachments within Setbacks, be adopted.

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones  
Noes: (0) None

DISCUSSION OF THEFT AND SCAVENGING OF RECYCLING MATERIALS FROM RESIDENTIAL GARBAGE CONTAINERS AS REQUESTED BY THE CITY COUNCIL  
(Continued from the November 14, 2017, meeting) (F: 89.1)

City Attorney Sandoval stated that an infraction is a fine that is handled through the courts like a traffic citation and is a criminal penalty with no jail time. An Administrative Citation is a civil citation with a fine and not a criminal citation. If a citation is contested, there is an informal hearing with a Hearing Officer. The Sanitary District Code of Regulations only provides for a criminal citation, i.e., an infraction. There would need to be an Ordinance adopted by the Sanitary District Board to amend the Code of Regulations for the issuance of Administrative Citations.

Council Member Beard indicated that the purpose of this discussion is to explore means to address scavenging, and that issuing a citation as an infraction does have more weight than an Administrative Citation. He requested that the public be educated that scavenging is a crime and asked that the City post information on the penalties for scavenging on the City's website, and to also provide information in the water bill inserts.

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

Council Member Klopfenstein announced that today is "Giving Tuesday" and the Garden Grove Neighborhood Association will be holding their 8<sup>th</sup> annual Adopt a Senior drive for donations of gift cards and cash for seniors and vets in need. Anyone can participate and donations can be dropped off or mailed care of Vinyl Windows and Doors at 12931 Main Street, Garden Grove. For more information, please visit the Garden Grove Neighborhood Association's Facebook page.

Mayor Jones announced the Second Annual Winter Toy Drive sponsored by local businesses on Sunday, December 3<sup>rd</sup> from 10:00 a.m. to 3:00 p.m. on historic Main Street, Garden Grove, where there will be an exotic car show and entertainment. He further announced the passing of former Garden Grove Council Member Ho Young Chung, who served from 1992 through 1998, and stated that tonight's meeting will be adjourned in memory of Ho Young Chung.

City Manager Stiles encouraged the community to participate with the Buy in Garden Grove campaign by saving receipts from local businesses frequented in Garden Grove, for a chance to win \$500 in cash or a one night stay at the Great Wolf Lodge Southern California, from now through Friday, December 15, 2017.

ADJOURNMENT

At 8:09 p.m., Mayor Jones adjourned the meeting in memory of former Council Member Ho Young Chung. The next Regular City Council meeting will be held on Tuesday, December 12, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC  
City Clerk



## MINUTES

### GARDEN GROVE CITY COUNCIL

Special Study Session with  
The City of Santa Ana

Monday, December 4, 2017

Ross Annex Conference Room 1600  
20 Civic Center Plaza  
Santa Ana, California 92701

#### CONVENE STUDY SESSION

At 5:43 p.m., Mayor Pulido convened the meeting, and Mayor Pro Tem Martinez led the Pledge of Allegiance.

Clerk of the Council Maria Huizar called roll for the City of Santa Ana City Council.

ROLL CALL      PRESENT:      (6)      Mayor Pulido, Council Members Sarmiento,  
Martinez, Solorio, Villegas, Tinajero

ABSENT:      (1)      Council Member Benavides

City Clerk Teresa Pomeroy called roll for the City of Garden Grove City Council.

ROLL CALL      PRESENT:      (6)      Mayor Jones, Council Members Beard,  
O'Neill, T. Nguyen, Klopfenstein, K. Nguyen

ABSENT:      (1)      Council Member Bui absent at Roll Call, but  
joined the meeting at 5:54 p.m.

#### ORAL COMMUNICATIONS

Speakers: Peter Katz, Wally Gonzalez

#### INTRODUCTION AND WELCOME BY MAYOR PULIDO AND MAYOR JONES

DISCUSSION ON THE GARDEN GROVE OWNED WILLOWICK GOLF COURSE  
LOCATED IN SANTA ANA AT 3017 W 5<sup>TH</sup> STREET, SANTA ANA, CALIFORNIA  
(F: 73.13)

Garden Grove staff in collaboration with Santa Ana staff provided a PowerPoint presentation on: History of Willowick; current conditions; property information, i.e., size and lease terms; zoning and land use; the City of Santa Ana's General Plan

update; the OC Streetcar that will run adjacent to the northerly side of Willowick and connects Garden Grove with Santa Ana; the approved Memorandum of Understanding between the Cities of Santa Ana and Garden Grove, which served to formalize the interest of both cities to discuss redevelopment options and is not a contractual obligation for either city; community outreach to receive community input; and the cities mutually agreeing on the need for a professional consultant.

City Councils' discussion included: The surrounding neighborhoods and school sites to Willowick; long term goals and getting the appropriate project that will benefit both cities; moving forward and keeping up momentum; methods and means for community outreach and obtaining community involvement; hiring a qualified consultant and appealing to a quality developer with the experience with moving a large scale project forward. The City Councils' also discussed creating ad hoc committees that would report back to each city; and Santa Ana City Attorney recommended that cities create a Joint Powers Authority that would establish bylaws and serve to join the cities together for potential development. Consensus from both City Councils' was to continue to move forward with discussions.

COUNCIL MEMBERS BUI, SOLORIO, AND TINAJERO LEFT THE MEETING AT 7:00 P.M.

COUNCIL MEMBER SARMIENTO LEFT THE MEETING AT 7:09 P.M.

#### ADJOURNMENT

At 7:12 p.m., Mayor Pulido adjourned the meeting.

Teresa Pomeroy, CMC  
City Clerk



PUBLIC HEARING – INTRODUCE AND CONDUCT THE FIRST READING OF AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. DA-008-2017 TO FACILITATE THE SITE C HOTEL RESORT PROJECT (F: 106.DA-008-2017)

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

Speakers: Danielle Wilson, Ann Marie Ruiz Khan, Walter Muneton, David Kersh, Ed Aquino, Johnny Duarte, Dat Truong, Rodolfo Vega, Lucia Madrigal

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

Following City Council comments, it was moved by Mayor Jones, seconded by Council Member Klopfenstein that:

Ordinance No. 2889 entitled: An Ordinance of the City Council of the City of Garden Grove approving a Development Agreement between Investel Garden Resorts, LLC and the City of Garden Grove for property located on the northeast corner of Harbor Boulevard and Twintree Lane, west of Choisser Road at 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, 12511, 12531, 12551 and 12571 Twintree Lane, and 12233, 12235, 12237, and 12239 Choisser Road, Assessor's Parcel Nos. 231-491-20, 231-521-01, 02, 03, 04, 05, 06, 07, 08, 09, and 10; and 231-491-12, 13, 14, 15, 16, 17, 18, and 19, be passed to second reading.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Beard, O'Neill, T. Nguyen, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None
Absent:	(1)	Bui

ADJOURNMENT

At 7:39 p.m., Mayor Jones adjourned the meeting.

Teresa Pomeroy, CMC  
City Clerk

# City of Garden Grove

# INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of warrants. ( <i>Action Item</i> )	Date:	12/12/2017

Attached are the warrants recommended for approval.

**ATTACHMENTS:**

Description	Upload Date	Type	File Name
Warrants	12/7/2017	Warrants	CC_Warrants_12-12-17.pdf

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
631744	CITY OF GARDEN GROVE-LIABILITY ACCT	REV & VOID	-55,879.86 *
631785	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	REV & VOID	-1,184,087.00 *
631881	HF&H CONSULTANTS, LLC	REV & VOID	-7,797.09 *
631918	RONALD BREACH SILENT SALESMAN PROMOTIONS	REV & VOID	-516.00 *
631925-631972	VOID WARRANTS		
631973	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,078.60 *
631974	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	1,068.49 *
631975	HERNANDEZ, GARY	MED TRUST REIMB	221.89 *
631976	KEYSER/MARSTON ASSOCIATES INC	OTHER PROF SERV	5,000.00 *
631977	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
631978	O'CADIZ-HERNANDEZ*, GABRIELA	MED TRUST REIMB	21.61 *
631979	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
631980	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
631981	CO. OF ORANGE	WAGE ATTACHMENT	276.92 *
631982	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	852.11 *
631983	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
631984	COUNTY OF ORANGE TREASURER REVENUE RECOVERY-A/R UNIT	CITATION DIST	28,138.00 *
631985	COUNTY OF ORANGE TREASURER REVENUE RECOVERY-A/R UNIT	CITATION DIST	28,232.00 *
631986	COUNTY OF ORANGE TREASURER REVENUE RECOVERY-A/R UNIT	CITATION DIST	25,898.50 *

PAGE TOTAL FOR "\*" LINES = -1,156,515.10

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
631987	VOID WARRANT		
631988	MELLEM, TRAVIS	MED TRUST REIMB	1,974.77 *
631989	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
631990	YUBICO INC	14/15 SLESF	1,954.50 *
631991	SHANNON WAINWRIGHT	WAGE ATTACHMENT	553.85 *
631992	LEAGUE OF CALIFORNIA CITIES FIRE CHIEFS CONFERENCE	OTHER EDUCATION EXP	375.00 *
631993	MARY ANN GREENFELDER	UNCLM PROPERTY REFUND	36.39 *
631994	ERICA GUTIERREZ DBA EG ENTERPRISES	MOTOR VEHICLE MAINT	800.00 *
631995	HARBOR GROVE LUXURY APARTMENTS	RENT SUBSIDY	24,126.00 *
631996	NGHIEM, DANIEL	RENT SUBSIDY	11,676.00 *
631997-632000	VOID WARRANTS		
632001	AT&T	TELEPHONE	25,262.79 *
632002	AT&T	TELEPHONE	2,273.28 *
632003	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	767.37 *
632004-632008	VOID WARRANTS		
632009	SO CALIF EDISON CO	ELECTRICITY	71,920.68 *
632010	SO CALIF GAS CO	NATURAL GAS	2,374.83 *
632011	SPRINT	TELEPHONE	69.60 *
632012	TIME WARNER CABLE	CABLE	3,543.35 *

PAGE TOTAL FOR "\*" LINES = 147,838.41

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632013	MAMCO, INC.	STREET CONSTR CONT	10,425.26 *
632014	R.J. NOBLE COMPANY	STREET CONSTR CONT	444,145.29 *
632015-632098	VOID WARRANTS		
632099	ADMINSURE	SELF-INS ADMN	16,445.00 *
632100	APP-ORDER, LLC	OTHER PROF SERV	340.00 *
632101	ADVANCED IMAGING STRATEGIES INC	OFFICE SUPPLIES/EXP	54.95
		MINOR OFFICE FURN/EQ	743.48
			798.43 *
632102	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	750.00 *
632103	BAY ALARM COMPANY	MAINT OF REAL PROP	735.00
		OTHER MAINT ITEMS	580.00
			1,315.00 *
632104	CDW-GOVERNMENT INC	SOFTWARE	834.79 *
632105	C.WELLS PIPELINE MATERIALS INC.	OTHER MAINT ITEMS	1,405.29 *
632106	CAMERON WELDING SUPPLY	OTHER MAINT ITEMS	93.44 *
632107	SUPPLYWORKS	WHSE INVENTORY	2,387.47
		JANITORIAL SUPPLIES	226.44
			2,613.91 *
632108	CLEANSTREET	STREET SWEEPING SERV	51,273.44
		OTHER BLD/EQ/ST SERV	7,140.00
		OTHER MAINT ITEMS	140.00
			58,553.44 *
632109	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	10,986.00
		GEN PURPOSE TOOLS	1,184.00
			12,170.00 *
632110	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	450.00 *
632111	FARMER BROTHERS CO.	FOOD	610.85 *

PAGE TOTAL FOR "\*" LINES = 550,950.70



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632112	FLOWERS BY CINA, INC.	OTHER AGR SUPPLIES	166.99 *
632113	CITY OF GARDEN GROVE	CITY WATER SERVICES	170.35 *
632114	GRAFFITI PROTECTIVE COATINGS, INC.	MAINT-SERV CONTRACTS TRAFFIC SIGNAL MAINT	5,539.54 401.38 5,940.92 *
632115	HILL'S BROS LOCK & SAFE INC	OTHER MAINT ITEMS	45.95 *
632116	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	270.53 *
632117	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	646.92 *
632118	LUDWIG, DAWNA	INSTRUCTOR SERVICES	457.31 *
632119	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	350.00 *
632120	MOMAR, INC	MOTOR VEH PARTS	558.57 *
632121	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	2,719.14 *
632122	NIAGARA PLUMBING	OTHER MAINT ITEMS	265.92 *
632123	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	2,245.38 *
632124	ORANGE COUNTY SIGNS AND LIGHTING	SIGNS/FLAGS/BANNERS	2,925.12 *
632125	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	227.59 *
632126	CITY OF ORANGE	ELECTRICITY	300.04 *
632127	O.C. HOUSING AUTHORITY	MOBILITY INSP FEE	2,325.00 *
632128	ORANGE COUNTY NEWS	ADVERTISING	462.75 *
632129	PACIFIC COAST CABLING, INC. PCC NETWORK SOLUTIONS	OTHER PROF SERV	2,128.97 *
632130	PENCO ENGINEERING, INC.	ENGINEERING SERVICES	21,450.00 *
632131	PETTY CASH - MUN SRVC CTR	TELEPHONE TUITION/TRAINING TAXES/LICENSES	20.00 36.00 40.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632132	PLUMBERS DEPOT INC.	LAUNDRY SERVICES	80.00
632133	ROSEBURROUGH TOOL, INC.	FOOD	79.38
632134	SAFETY 1st PEST CONTROL, INC	BOTTLED WATER	19.69
		OTHER PROF SUPPLIES	8.39
		ELECTRICAL SUPPLIES	16.11
		OTHER MAINT ITEMS	93.68
		OFFICE SUPPLIES/EXP	127.07
		CELL PHONE/BEEPER	20.00
			540.32 *
		GEN PURPOSE TOOLS	381.02 *
		GEN PURPOSE TOOLS	39.61 *
		MAINT-SERV CONTRACTS	725.00
		OTHER MAINT ITEMS	150.00
			875.00 *
632135	SOUTH COAST EMERGENCY VEHICLE SERVICES	REPAIRS-FURN/MACH/EQ	0.00
		MOTOR VEH PARTS	966.64
			966.64 *
632136	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
632137	SPARKLETTIS	BOTTLED WATER	190.73 *
632138	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,343.13 *
632139	SYBATEK, INC.	MAINT-SERV CONTRACTS	1,575.00 *
632140	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	106.94 *
632141	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	7,259.23 *
632142	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	368.05 *
632143	UNITED PARCEL SERVICE	DELIVERY SERVICES	72.53 *
632144	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	22.11 *
632145	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	43,017.48 *
632146	GRAINGER	ELECTRICAL SUPPLIES	58.25

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632147	WALTERS WHOLESALE ELECTRIC	OTHER MINOR TOOLS/EQ	307.46
			365.71 *
		OTHER PROF SERV	-38.93
		ELECTRICAL SUPPLIES	1,092.61
		MAINT SUPP-TRAFF SIG	2,176.92
		OTHER MINOR TOOLS/EQ	154.87
		HARDWARE	19.81
		FURN/MACH/EQ ADDS	0.00
			3,405.28 *
632148	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	600.04 *
632149	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	21,696.00 *
632150	FERGUSON ENTERPRISES, INC	PIPES/APPURTENANCES	35.44
		AIR COND SUPPLIES	2,773.57
			2,809.01 *
632151	CROP PRODUCTION SERVICES	OTHER MAINT ITEMS	778.76 *
632152	DIEBAJ, KAMYAR	CELL PHONE/BEEPER	631.23 *
632153	VIET BAO DAILY, INC.	ADVERTISING	100.00 *
632154	O'REILLY AUTO PARTS	MOTOR VEH PARTS	39.16 *
632155	PESTICIDE APPLICATORS PROFESSIONAL ASSOCIATION	DUES/MEMBERSHIPS	45.00 *
632156	PACIFIC COAST BOLT CORP	WHSE INVENTORY	58.97 *
632157	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	OTHER FOOD ITEMS	11.28 *
632158	LT PROPERTIES	LAND/BLDG/ROOM RENT	15,920.05 *
632159	SIGURDSON SALES SERVICE INC	REPAIRS-FURN/MACH/EQ	458.90 *
632160	METROLINK TRAINS	WAGE ATTACHMENT	930.00
		L/S/A TRANSPORTATION	330.00
			1,260.00 *
632161	KETCH-ALL COMPANY	OTHER MINOR TOOLS/EQ	274.72 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632162	XYLEM DEWATERING SOLUTIONS INC.	OTHER MAINT ITEMS	1,361.34 *
632163	HF&H CONSULTANTS, LLC	OTHER PROF SERV	5,714.09 *
632164	YO-FIRE SUPPLIES	OTHER MAINT ITEMS	1,653.98 *
632165	TRUESDAIL LABORATORIES, INC	OTHER PROF SERV	1,847.50 *
632166	ALL CITIES ELECTRIC	OTHER PROF SERV	175.00 *
632167	INFOSEND, INC.	POSTAGE	5,374.21
		PRINTING	305.12
		OTHER PROF SERV	700.33
		PAPER/ENVELOPES	695.03
			7,074.69 *
632168	FIREMASTER DEPT. 1019	SAFETY EQ/SUPPLIES	274.62 *
632169	CERRITOS MUNICIPAL COURT	SAFETY EQ/SUPPLIES	0.00 *
632170	CA SHOPPING CART RETRIEVAL CORP	OTHER PROF SERV	2,083.00 *
632171	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	680.00 *
632172	HUGHES COMMUNICATION INC DBA: HUGHES NETWORK SYSTEMS LLC	OTHER MAINT ITEMS	184.68 *
632173	PRES-TECH, PRES TECH EQUIPMENT COMPANY	OTHER MAINT ITEMS	34,584.48 *
632174	JTB SUPPLY CO INC	ELECTRICAL SUPPLIES	1,179.86
		MAINT SUPP-TRAFF SIG	8,123.27
			9,303.13 *
632175	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	609.16 *
632176	HOANG KHANH TRONG	CITATION DIST	68.00 *
632177	TRAN, LIEN	TENANT UTILITY REIMB	66.00 *
632178	RC ROOFING	STATE ADA PASSTHRU	0.30
		BUS OPER TAX REFUND	42.50
		BOT FEE REFUND	10.00
		CITY ADA ASMT 70%	0.70
			53.50 *


## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632179	RONALD BREACH SILENT SALESMAN PROMOTIONS	OTHER PROF SERV	450.00 *
632180	CERTIFIED LABORATORIES	MOTOR VEH PARTS	135.95 *
632181	KATHE WOLFE	DEPOSIT REFUNDS	49.00 *
632182	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	1,009.00 *
W2024	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	4,233.51 *
W2025	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCURED LIAB CLAIMS	20,389.55
		LEGAL FEES	22,783.60
		MUN CLAIMS BD PMT	12,706.71
			55,879.86 *
W2026	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	1,184,087.00 *
W2027	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	8,102.82 *
W2028	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	513,817.67 *
W2029	UNITED STATES TREASURY	OTH FINES/PENALTIES	8,178.52 *

PAGE TOTAL FOR "\*" LINES = 1,775,943.33

FINAL TOTAL 1,533,394.86 \*

DEMANDS #631925 - 632182 AND WIRES W2024 - W2029 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL NOVEMBER 29, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
 KINGSLEY C. OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632183	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	3,322.00 *
632184	19TH STREET AFFORDABLE LP	RENT SUBSIDY	988.00 *
632185	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	RENT SUBSIDY	1,920.00 *
632186	ADAMS, WILLIAM C/O KK & ASSOCIATES	RENT SUBSIDY	1,065.00 *
632187	ADRIATIC APTS C/O MANAGER	RENT SUBSIDY	894.00 *
632188	ADVANCED GROUP 01-75, A CA LTD C/O CRESTWOOD APARTMENTS	RENT SUBSIDY	1,735.00 *
632189	ADVANTAGE PROPERTY MANAGEMENT C/O MARILYN MARTIN	RENT SUBSIDY	658.00 *
632190	ALISO VIEJO 621, LP	RENT SUBSIDY	1,152.00 *
632191	ALPINE APTS	RENT SUBSIDY	6,074.00 *
632192	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	603.00 *
632193	ANAHEIM REVITALIZATION PARTNERS LP	RENT SUBSIDY	826.00 *
632194	AOU, CHUNG NAN	RENT SUBSIDY	1,360.00 *
632195	ARROYO DEVELOPMENT PARTNERS,LL C/O MPMS	RENT SUBSIDY	736.00 *
632196	AYERS, MARILISA BRADFORD	RENT SUBSIDY	320.00 *
632197	BACH & JASON NGUYEN INVESTMENT LLC	RENT SUBSIDY	1,159.00 *
632198	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	1,242.00 *
632199	BARRY SAYWITZ PROP TWO, LP	RENT SUBSIDY	5,608.00 *
632200	BEACH CREEK APARTMENTS C/O C&R MANAGEMENT COMPANY	RENT SUBSIDY	1,163.00 *
632201	BHATT, N C	RENT SUBSIDY	1,384.00 *
632202	BIDWELL, KIM OANH	RENT SUBSIDY	1,146.00 *
632203	BRE PARAGON MF INVESTMENT LP	RENT SUBSIDY	531.00 *
632204	BRIAR CREST / ROSE CREST	RENT SUBSIDY	2,487.00 *

PAGE TOTAL FOR "\*" LINES = 36,373.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632205	BUI JR, RICHARD	RENT SUBSIDY	3,451.00 *
632206	BUI JR, RICHARD	RENT SUBSIDY	318.00 *
632207	BUI, JIMMY QUOC	RENT SUBSIDY	3,599.00 *
632208	BUI, LAI	RENT SUBSIDY	652.00 *
632209	BUI, LAN HUYNH NGOC	RENT SUBSIDY	834.00 *
632210	BUI, MINH Q	RENT SUBSIDY	2,057.00 *
632211	BUI, PHAT	RENT SUBSIDY	1,415.00 *
632212	BUI, SON MINH	RENT SUBSIDY	1,895.00 *
632213	BUI, SON VAN	RENT SUBSIDY	1,452.00 *
632214	BUI, TINH TIEN	RENT SUBSIDY	808.00 *
632215	CALKINS, RONALD	RENT SUBSIDY	1,070.00 *
632216	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	997.00 *
632217	CAO, PHUOC GIA	RENT SUBSIDY	819.00 *
632218	CEDAR CREEK APARTMENT HOMES	RENT SUBSIDY	700.00 *
632219	CHAMBERLAIN, DAVID T.	RENT SUBSIDY	1,417.00 *
632220	CHANG, WARREN	RENT SUBSIDY	911.00 *
632221	CHANTECLAIR APTS	RENT SUBSIDY	942.00 *
632222	CHELSEA COURT APTS	RENT SUBSIDY	1,160.00 *
632223	CHEN, SHIAO-YUNG	RENT SUBSIDY	5,244.00 *
632224	CHEN, T C	RENT SUBSIDY	30,690.00 *
632225	CHEN, DAVID	RENT SUBSIDY	993.00 *
632226	CHEUNG, STEPHEN	RENT SUBSIDY	2,519.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632227	CHUNG, NICHOLAS	RENT SUBSIDY	495.00 *
632228	CONCEPCION, RODRIGO C/O LOTUS PROPERTY SERVICES	RENT SUBSIDY	827.00 *
632229	CONCORD MGMT LLC	RENT SUBSIDY	721.00 *
632230	CORNER CAPITAL INVESTMENTS C/O DROUIN REALTY	RENT SUBSIDY	703.00 *
632231	CRESTWOOD ON 7, LLC	RENT SUBSIDY	2,370.00 *
632232	CURTIS PROPERTIES, INC	RENT SUBSIDY	1,280.00 *
632233	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	4,710.00 *
632234	DANG, MIKE M	RENT SUBSIDY	1,575.00 *
632235	DANG, STACY HOA TUOI	RENT SUBSIDY	1,565.00 *
632236	DAO, JOSEPH N	RENT SUBSIDY	1,064.00 *
632237	DAO, THY MAI	RENT SUBSIDY	1,204.00 *
632238	DE MIRANDA MANAGEMENT	RENT SUBSIDY	2,967.00 *
632239	DEERFIELD APARTMENTS	RENT SUBSIDY	88.00 *
632240	DEERING II FAMILY L.P. C/O EMPIRE PROPERTY MANAGEMENT	RENT SUBSIDY	877.00 *
632241	DINH, KIM	RENT SUBSIDY	1,019.00 *
632242	DINH, QUYEN	RENT SUBSIDY	798.00 *
632243	DINH, THU V.	RENT SUBSIDY	865.00 *
632244	DINH, THANH	RENT SUBSIDY	1,578.00 *
632245	DO, AI HANG NGUYEN	RENT SUBSIDY	1,515.00 *
632246	DO, DOMINIC HAU	RENT SUBSIDY	1,580.00 *
632247	DO, JONATHAN	RENT SUBSIDY	1,216.00 *
632248	DO, KIEN TRONG	RENT SUBSIDY	1,974.00 *

PAGE TOTAL FOR "\*" LINES = 30,991.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632249	DO, MINH C.	RENT SUBSIDY	2,205.00 *
632250	DO, MINH TAM	RENT SUBSIDY	1,587.00 *
632251	DO, THUAN	RENT SUBSIDY	1,070.00 *
632252	DO, TIM	RENT SUBSIDY	1,745.00 *
632253	DOAN, DINH T	RENT SUBSIDY	1,153.00 *
632254	DONNER, HELMUT	RENT SUBSIDY	1,283.00 *
632255	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	1,079.00 *
632256	DUCATO GARDENS, LLC C/O J FRENCH	RENT SUBSIDY	708.00 *
632257	DUNN, DAVID C C/O JLE PROPERTY MGMT	RENT SUBSIDY	2,348.00 *
632258	DUONG, HAI DINH	RENT SUBSIDY	1,117.00 *
632259	DUONG, LAN	RENT SUBSIDY	1,283.00 *
632260	DUONG, CHI THI	RENT SUBSIDY	1,626.00 *
632261	DYO, GLADYS C/O LION PROPERTIES	RENT SUBSIDY	486.00 *
632262	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	2,157.00 *
632263	EL CAMINO LU, LLC	RENT SUBSIDY	887.00 *
632264	EL PUEBLO APTS	RENT SUBSIDY	266.00 *
632265	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,061.00 *
632266	EMERALD GARDENS APT	RENT SUBSIDY	1,175.00 *
632267	ERILEX FAMILY L.P. C/O MARK WEINER, MANAGER	RENT SUBSIDY	802.00 *
632268	EUCLID PARK APTS	RENT SUBSIDY	1,470.00 *
632269	FAIRWAY MANOR, LP C/O CHESTNUT PLACE	RENT SUBSIDY	580.00 *
632270	FG SEACLIFF SENIPR APTS, LP	RENT SUBSIDY	646.00 *

PAGE TOTAL FOR "\*" LINES = 26,734.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632271	FIELDS, FLOYD H	RENT SUBSIDY	677.00 *
632272	FINCH, WENDY	RENT SUBSIDY	965.00 *
632273	FRANCISCAN GARDENS APTS- ATTN: MANAGER	RENT SUBSIDY	15,895.00 *
632274	FULLWOOD, DALE A	RENT SUBSIDY	809.00 *
632275	GARCIA, ALBINO	RENT SUBSIDY	2,380.00 *
632276	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	RENT SUBSIDY	7,792.00 *
632277	GARDEN TERRACE ESTATES	RENT SUBSIDY	722.00 *
632278	GARZA, CAROL	RENT SUBSIDY	770.00 *
632279	GEORGIAN APTS	RENT SUBSIDY	988.00 *
632280	GIA VU, INC	RENT SUBSIDY	1,872.00 *
632281	GIGI APARTMENTS	RENT SUBSIDY	1,748.00 *
632282	GOMEZ, HENRY S.	RENT SUBSIDY	1,455.00 *
632283	GR8 FAMILY HOMES, LLC	RENT SUBSIDY	1,231.00 *
632284	GRANDE APARTMENTS LP	RENT SUBSIDY	795.00 *
632285	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	363.00 *
632286	GREEN LOTUS GROUP, LLC	RENT SUBSIDY	1,618.00 *
632287	VOID WARRANT		
632288	Grove Park LLC	RENT SUBSIDY	3,814.00 *
632289	GULMESOFF, JIM	RENT SUBSIDY	4,720.00 *
632290	HA OF THE COUNTY OF SAN DIEGO	RENT SUBSIDY	1,325.16 *
632291	HA, MANH MINH	RENT SUBSIDY	943.00 *
632292	HA, TRAN D	RENT SUBSIDY	1,347.00 *

PAGE TOTAL FOR "\*" LINES = 52,229.16

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632293	HAN, LINDA	RENT SUBSIDY	1,679.00 *
632294	HANSEN, RICHARD D	RENT SUBSIDY	1,147.00 *
632295	HARA, KULJIT	RENT SUBSIDY	763.00 *
632296	HARA, STEVE C/O WESTERN INTL PROP	RENT SUBSIDY	2,652.00 *
632297	HARBOR GROVE LUXURY APARTMENTS C/O RENTAL OFFICE	RENT SUBSIDY	24,272.00 *
632298	HAUPT PROPERTIES LLC C/O DROUIN REALTY	RENT SUBSIDY	856.00 *
632299	HAWAII COUNTY HOUSING AGENCY	RENT SUBSIDY	777.78 *
632300	HIROMOTO, JANE	RENT SUBSIDY	1,431.00 *
632301	HO, PAULINE	RENT SUBSIDY	2,039.00 *
632302	HO, THOMAS P	RENT SUBSIDY	1,015.00 *
632303	HOANG, JAMES	RENT SUBSIDY	3,152.00 *
632304	HOANG, LIEN	RENT SUBSIDY	1,915.00 *
632305	HOANG, LONG	RENT SUBSIDY	1,014.00 *
632306	HOANG, TRACY	RENT SUBSIDY	1,015.00 *
632307	HOANG, NHAN TIEN	RENT SUBSIDY	910.00 *
632308	HOFFMAN, NICK	RENT SUBSIDY	761.00 *
632309	HOPPE, SALLY	RENT SUBSIDY	1,085.00 *
632310	HUSS, DON	RENT SUBSIDY	847.00 *
632311	HUYNH, JENNIFER	RENT SUBSIDY	1,418.00 *
632312	HUYNH, NATALIE N	RENT SUBSIDY	1,891.00 *
632313	HUYNH, PHILIP	RENT SUBSIDY	415.00 *
632314	HUYNH, NGHIA TRUNG	RENT SUBSIDY	1,382.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632315	HUYNH, TRANG	RENT SUBSIDY	2,809.00 *
632316	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	1,792.00 *
632317	JANESKI, JERRY	RENT SUBSIDY	1,212.00 *
632318	JEANNE JURADO TRUSTEE C/O ELITE MANAGEMENT	RENT SUBSIDY	922.00 *
632319	JOHNSON, LINDA	RENT SUBSIDY	2,183.00 *
632320	JOMARC PROPERTIES LTD	RENT SUBSIDY	6,039.00 *
632321	KDF HERMOSA LP	RENT SUBSIDY	4,496.00 *
632322	KDF MALABAR LP C/O VPM INC	RENT SUBSIDY	31,236.00 *
632323	KDF QV LP	RENT SUBSIDY	1,165.00 *
632324	KDF SEA WIND LP	RENT SUBSIDY	1,049.00 *
632325	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	2,561.00 *
632326	KENSINGTON GARDENS	RENT SUBSIDY	1,418.00 *
632327	KHEANG, SETH S	RENT SUBSIDY	1,823.00 *
632328	KIM, SON H	RENT SUBSIDY	3,130.00 *
632329	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	2,198.79 *
632330	KLEIN, MARTIN C/O ORANGE COUNTY PROPERTY MGT	RENT SUBSIDY	719.00 *
632331	KOLSY, M I	RENT SUBSIDY	715.00 *
632332	KOTLYAR, ALISA	RENT SUBSIDY	1,057.00 *
632333	KUNZMAN, WILLIAM	RENT SUBSIDY	1,275.00 *
632334	LA PALMA APTS L.P.	RENT SUBSIDY	934.00 *
632335	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	892.00 *
632336	LAM, ANDRE	RENT SUBSIDY	2,042.00 *

PAGE TOTAL FOR "\*" LINES = 71,667.79

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632337	LAM, CAM THI T	RENT SUBSIDY	574.00 *
632338	LAM, HOLLY AND STEVE	RENT SUBSIDY	1,855.00 *
632339	LAM, QUOC D	RENT SUBSIDY	5,918.00 *
632340	LAM, THONG KIM	RENT SUBSIDY	1,912.00 *
632341	LAS FLORES APARTMENTS	RENT SUBSIDY	863.00 *
632342	LE FAMILY TRUST C/O PHONG THANH LE	RENT SUBSIDY	2,255.00 *
632343	LE, BILL B.Q.	RENT SUBSIDY	1,062.00 *
632344	LE, DANIEL	RENT SUBSIDY	976.00 *
632345	LE, DON	RENT SUBSIDY	573.00 *
632346	LE, DONALD	RENT SUBSIDY	886.00 *
632347	LE, KIM CHI THI	RENT SUBSIDY	2,032.00 *
632348	LE, LANH VAN	RENT SUBSIDY	1,470.00 *
632349	LE, MY C/O CALIFORNIA NETWORK REALTY	RENT SUBSIDY	1,287.00 *
632350	LE, NGA	RENT SUBSIDY	1,151.00 *
632351	LE, NGHIA V	RENT SUBSIDY	1,293.00 *
632352	LE, NGOC-MAI T	RENT SUBSIDY	784.00 *
632353	LE, PHU THI NOC	RENT SUBSIDY	775.00 *
632354	LE, TRACEY	RENT SUBSIDY	1,238.00 *
632355	LE, VIET Q.	RENT SUBSIDY	982.00 *
632356	LE, YENNHI	RENT SUBSIDY	1,971.00 *
632357	LE,BAO GIA	RENT SUBSIDY	2,038.00 *
632358	LE,KIM Q	RENT SUBSIDY	1,034.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632359	LE,XAN NGOC	RENT SUBSIDY	908.00 *
632360	LE-MUNZER, HOABINH	RENT SUBSIDY	838.00 *
632361	LEMON GROVE LP	RENT SUBSIDY	988.00 *
632362	LIN, DAVID	RENT SUBSIDY	2,088.00 *
632363	LOS CABALLEROS REAL ESTATE &FS	RENT SUBSIDY	1,344.00 *
632364	LOUIE, CINDY W	RENT SUBSIDY	1,040.00 *
632365	LUU, TUAN V	RENT SUBSIDY	1,282.00 *
632366	LY, THANH	RENT SUBSIDY	1,653.00 *
632367	MACDONALD, WILLIAM T	RENT SUBSIDY	3,388.00 *
632368	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,007.00 *
632369	MAGNOLIA PLAZA	RENT SUBSIDY	948.00 *
632370	MAH, LARRY	RENT SUBSIDY	794.00 *
632371	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,070.00 *
632372	MAMMEN, TERRY	RENT SUBSIDY	4,049.00 *
632373	MANNIL,SUPUNNEE	RENT SUBSIDY	956.00 *
632374	MARQUIS APTS, LLC C/O BEACH FRONT PROP. MGMT INC	RENT SUBSIDY	3,113.00 *
632375	MAX & MIN PROPERTIES, LLC C/O AMPAC MANAGEMENT GROUP, INC	RENT SUBSIDY	2,999.00 *
632376	MAYER, LEOPOLD	RENT SUBSIDY	2,210.00 *
632377	MAYFIELD II,ARTHUR	RENT SUBSIDY	1,713.00 *
632378	MC GOFF, JOHN	RENT SUBSIDY	1,066.00 *
632379	MCCOWN,A R	RENT SUBSIDY	890.00 *
632380	MEAGHER,ELMER	RENT SUBSIDY	1,756.00 *

PAGE TOTAL FOR "\*" LINES = 36,100.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632381	MICKEY LESTER TRUST B	RENT SUBSIDY	1,068.00 *
632382	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	1,061.00 *
632383	MIDWAY INTEREST LP C/O ADVANCED PROPERTY MGMT	RENT SUBSIDY	901.00 *
632384	MILLER, ROSEMARY C/O PARK PACIFIC APARTMENTS	RENT SUBSIDY	1,145.00 *
632385	MIRACLE MILE PROPERTIES,LP	RENT SUBSIDY	770.00 *
632386	MIYAMOTO, JEAN C/O MONTEREY PROPERTY	RENT SUBSIDY	303.00 *
632387	MOHLER, BYRON OR CHRISTINE COY - MANAGER	RENT SUBSIDY	1,038.00 *
632388	MONARK, LP	RENT SUBSIDY	1,284.00 *
632389	MONTEBELLO, ANTHONY	RENT SUBSIDY	973.00 *
632390	MY MONTECITO	RENT SUBSIDY	515.00 *
632391	NEWPORT SR. VILLAGE Atten: OFFICE	RENT SUBSIDY	729.00 *
632392	NGHIEM, DANIEL	RENT SUBSIDY	11,866.00 *
632393	NGHIEM, THANH XUAN	RENT SUBSIDY	1,241.00 *
632394	NGO, ANDREW	RENT SUBSIDY	1,218.00 *
632395	NGO, DANNY	RENT SUBSIDY	1,135.00 *
632396	NGO, KIM	RENT SUBSIDY	989.00 *
632397	NGO, MARY	RENT SUBSIDY	4,356.00 *
632398	NGO, MIMI T	RENT SUBSIDY	1,218.00 *
632399	NGO, HOA KIM	RENT SUBSIDY	2,007.00 *
632400	NGUYEN, AN KIM	RENT SUBSIDY	895.00 *
632401	NGUYEN, ANH	RENT SUBSIDY	461.00 *
632402	NGUYEN, ANTHONY	RENT SUBSIDY	1,036.00 *

PAGE TOTAL FOR "\*" LINES = 36,209.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632403	NGUYEN, BACH THI	RENT SUBSIDY	1,070.00 *
632404	NGUYEN, BICHLE T	RENT SUBSIDY	4,072.00 *
632405	NGUYEN, BINH NGOC	RENT SUBSIDY	2,006.00 *
632406	NGUYEN, BOYCE JR	RENT SUBSIDY	2,140.00 *
632407	NGUYEN, BRYAN	RENT SUBSIDY	1,804.00 *
632408	NGUYEN, CHARLIE	RENT SUBSIDY	1,246.00 *
632409	NGUYEN, CHRISTINE	RENT SUBSIDY	2,083.00 *
632410	NGUYEN, D DUY MD	RENT SUBSIDY	989.00 *
632411	NGUYEN, DAT	RENT SUBSIDY	2,657.00 *
632412	NGUYEN, DEBBY AND DAVID	RENT SUBSIDY	3,236.00 *
632413	NGUYEN, DONG	RENT SUBSIDY	1,129.00 *
632414	NGUYEN, FRANK M	RENT SUBSIDY	1,476.00 *
632415	NGUYEN, HOA THI	RENT SUBSIDY	1,269.00 *
632416	NGUYEN, HOAN VAN	RENT SUBSIDY	815.00 *
632417	NGUYEN, HOC VAN	RENT SUBSIDY	3,673.00 *
632418	NGUYEN, HUNG	RENT SUBSIDY	943.00 *
632419	NGUYEN, KHANH DANG	RENT SUBSIDY	689.00 *
632420	NGUYEN, KHOI	RENT SUBSIDY	1,286.00 *
632421	NGUYEN, LE THUY	RENT SUBSIDY	1,084.00 *
632422	NGUYEN, LINDA LIEN	RENT SUBSIDY	1,445.00 *
632423	NGUYEN, LOAN THANH	RENT SUBSIDY	960.00 *
632424	NGUYEN, LUONG	RENT SUBSIDY	961.00 *

PAGE TOTAL FOR "\*" LINES = 37,033.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632425	NGUYEN, MAI C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	1,182.00 *
632426	NGUYEN, NGHIA	RENT SUBSIDY	1,441.00 *
632427	NGUYEN, NICOLE U	RENT SUBSIDY	1,270.00 *
632428	NGUYEN, QUAN	RENT SUBSIDY	1,955.00 *
632429	NGUYEN, QUANG M	RENT SUBSIDY	1,077.00 *
632430	NGUYEN, SKY	RENT SUBSIDY	1,139.00 *
632431	NGUYEN, STEVE T	RENT SUBSIDY	2,647.00 *
632432	NGUYEN, STEVEN	RENT SUBSIDY	886.00 *
632433	NGUYEN, STEVEN	RENT SUBSIDY	886.00 *
632434	NGUYEN, TAM N	RENT SUBSIDY	1,181.00 *
632435	NGUYEN, TAN QUAN	RENT SUBSIDY	1,204.00 *
632436	NGUYEN, THANH VAN C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	2,674.00 *
632437	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,662.00 *
632438	NGUYEN, THIEN THI	RENT SUBSIDY	1,255.00 *
632439	NGUYEN, THU-ANH	RENT SUBSIDY	1,868.00 *
632440	NGUYEN, THUYHUONG THI	RENT SUBSIDY	509.00 *
632441	NGUYEN, TIENG KIM	RENT SUBSIDY	1,947.00 *
632442	NGUYEN, TIMMY	RENT SUBSIDY	107.00 *
632443	NGUYEN, TU THANH	RENT SUBSIDY	1,489.00 *
632444	NGUYEN, TUAN NGOC	RENT SUBSIDY	1,867.00 *
632445	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,111.00 *
632446	NGUYEN, VAN HUY	RENT SUBSIDY	1,744.00 *

PAGE TOTAL FOR "\*" LINES = 31,101.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632447	NGUYEN, CUONG CHI	RENT SUBSIDY	2,536.00 *
632448	NGUYEN, HAN	RENT SUBSIDY	907.00 *
632449	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,094.00 *
632450	NGUYEN, MICHELLE	RENT SUBSIDY	2,560.00 *
632451	NGUYEN, NICOLE UYEN	RENT SUBSIDY	911.00 *
632452	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,005.00 *
632453	NGUYEN, SHERRY LIEU	RENT SUBSIDY	1,690.00 *
632454	NGUYEN, THANH	RENT SUBSIDY	3,093.00 *
632455	NGUYEN, THANH-NGHIA	RENT SUBSIDY	123.00 *
632456	NGUYEN, THANH-TUYEN	RENT SUBSIDY	1,030.00 *
632457	NGUYEN, TIM C/O PARK PACIFIC	RENT SUBSIDY	571.00 *
632458	NGUYEN, TON SANH	RENT SUBSIDY	641.00 *
632459	NGUYEN, TRACY	RENT SUBSIDY	1,464.00 *
632460	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	1,749.00 *
632461	NORTHWOOD PLACE	RENT SUBSIDY	3,437.00 *
632462	OLSEN, MARIEL J	RENT SUBSIDY	1,215.00 *
632463	PAHU, BRADRAKUMAR L	RENT SUBSIDY	760.00 *
632464	PARK, JIN	RENT SUBSIDY	1,262.00 *
632465	PARK, CHONG PIL	RENT SUBSIDY	1,093.00 *
632466	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,141.00 *
632467	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	1,296.00 *
632468	PHAM, DAVID DUNG	RENT SUBSIDY	1,260.00 *

PAGE TOTAL FOR "\*" LINES = 30,838.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632469	PHAM, HOANG	RENT SUBSIDY	3,523.00 *
632470	PHAM, KHANG	RENT SUBSIDY	992.00 *
632471	PHAM, LIEN	RENT SUBSIDY	1,076.00 *
632472	PHAM, MINH VAN	RENT SUBSIDY	1,041.00 *
632473	PHAM, QUYEN	RENT SUBSIDY	780.00 *
632474	PHAM, QUYNH GIAO	RENT SUBSIDY	2,277.00 *
632475	PHAM, TUAN A.	RENT SUBSIDY	1,055.00 *
632476	PHAM, TUNG	RENT SUBSIDY	1,262.00 *
632477	PHAM, VANTHI	RENT SUBSIDY	1,275.00 *
632478	PHAM, XUANNHA T	RENT SUBSIDY	1,026.00 *
632479	PHAM, LOAN ANH THI	RENT SUBSIDY	1,149.00 *
632480	PHAN, TAMMY	RENT SUBSIDY	1,243.00 *
632481	PHAN, VIVIAN	RENT SUBSIDY	993.00 *
632482	PHAN, THUY-TIEN	RENT SUBSIDY	1,052.00 *
632483	PINCEK, DAVID C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	812.00 *
632484	PINEMEADOWS APARTMENTS ATTN: LEASING OFFICE	RENT SUBSIDY	2,267.00 *
632485	PLAZA WOODS, LLC	RENT SUBSIDY	2,218.00 *
632486	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	RENT SUBSIDY	1,291.00 *
632487	QUAN, VAN-LAN	RENT SUBSIDY	941.00 *
632488	RAMIREZ, RAYMOND	RENT SUBSIDY	1,407.00 *
632489	RANCHO ALISAL	RENT SUBSIDY	1,205.00 *
632490	RATANJEE, D M	RENT SUBSIDY	1,680.00 *

PAGE TOTAL FOR "\*" LINES = 30,565.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632491	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	1,525.00 *
632492	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,298.00 *
632493	ROBERTA APTS LP	RENT SUBSIDY	1,984.00 *
632494	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,066.00 *
632495	S.E. AMSTER	RENT SUBSIDY	1,095.00 *
632496	SALSOL PROPERTIES, LLC	RENT SUBSIDY	1,612.00 *
632497	SAN BERNARDINO HOUSING AUTH	RENT SUBSIDY	905.06 *
632498	SAN MARCO APTS	RENT SUBSIDY	397.00 *
632499	SAN MARINO VILLAS APTS	RENT SUBSIDY	940.00 *
632500	SANTA ANA HOUSING AUTHORITY	RENT SUBSIDY	12,594.68 *
632501	SCHLEIFER, JILL ANN C/O ORANGE COUNTY PROP MGMT INC.	RENT SUBSIDY	2,160.00 *
632502	SCOTT G JOE C/O VP PROPERTY MANAGEMENT	RENT SUBSIDY	1,041.00 *
632503	SEGUIN HOUSING AUTHORITY	RENT SUBSIDY	492.58 *
632504	SHREEVES PROPERTIES, LLC C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	5,215.00 *
632505	SIGEL, IRV D C/O GERARD PROPERTIES	RENT SUBSIDY	917.00 *
632506	SILLO NORTHEAST, LLC	RENT SUBSIDY	1,861.00 *
632507	SILVERSTEIN, IRVIN C/O SMI PROPERTIES	RENT SUBSIDY	944.00 *
632508	SILVERSTEIN, MARILYN	RENT SUBSIDY	889.00 *
632509	STANTON GROUP THREE, LLC	RENT SUBSIDY	3,247.00 *
632510	STANTON GROUP, LLC	RENT SUBSIDY	2,256.00 *
632511	VOID WARRANTS		
632512	SUMAC APARTMENT LLC	RENT SUBSIDY	687.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632514	SYCAMORE COURT APARTMENTS	RENT SUBSIDY	2,061.00 *
632515	TA, THAI T.	RENT SUBSIDY	1,343.00 *
632516	TAHAMI, ALI	RENT SUBSIDY	1,500.00 *
632517	TAMERLANE APARTMENTS	RENT SUBSIDY	1,726.00 *
632518	TAMERLANE ASSOCIATES LLC C/O MPMS INC	RENT SUBSIDY	2,185.00 *
632519	TERESINA APARTMENTS	RENT SUBSIDY	2,176.00 *
632520	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	819.00 *
632521	THE FLORENTINE APTS	RENT SUBSIDY	922.00 *
632522	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	7,219.00 *
632523	THE KNOLLS	RENT SUBSIDY	158.00 *
632524	THE MEDITERRANEAN APTS	RENT SUBSIDY	951.00 *
632525	THE ROSE GARDEN APTS	RENT SUBSIDY	3,735.00 *
632526	THOMSON EQUITIES	RENT SUBSIDY	909.00 *
632527	THOMSON EQUITIES C/O BILL MAC DONALD	RENT SUBSIDY	2,814.00 *
632528	TRAN, ANH TUYET T	RENT SUBSIDY	1,041.00 *
632529	TRAN, ANNIE N	RENT SUBSIDY	765.00 *
632530	TRAN, EDWARD T	RENT SUBSIDY	1,128.00 *
632531	TRAN, FREDERICK M	RENT SUBSIDY	1,179.00 *
632532	TRAN, HANG	RENT SUBSIDY	1,177.00 *
632533	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	2,778.00 *
632534	TRAN, HO VAN	RENT SUBSIDY	4,976.00 *
632535	TRAN, HUNG QUOC	RENT SUBSIDY	862.00 *

PAGE TOTAL FOR "\*" LINES = 42,424.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632536	TRAN, JOSEPH QUANG	RENT SUBSIDY	696.00 *
632537	TRAN, KEVIN THANH	RENT SUBSIDY	976.00 *
632538	TRAN, KIM VAN	RENT SUBSIDY	1,198.00 *
632539	TRAN, LAN DANG	RENT SUBSIDY	1,373.00 *
632540	TRAN, LUCIA THUY	RENT SUBSIDY	823.00 *
632541	TRAN, SON THANH	RENT SUBSIDY	743.00 *
632542	TRAN, THERESA T	RENT SUBSIDY	1,007.00 *
632543	TRAN, THUY THI	RENT SUBSIDY	2,614.00 *
632544	TRAN, TIEN	RENT SUBSIDY	739.00 *
632545	TRAN, TRI	RENT SUBSIDY	1,271.00 *
632546	TRAN, VAN	RENT SUBSIDY	777.00 *
632547	TRAN, THU-HANG	RENT SUBSIDY	742.00 *
632548	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	871.00 *
632549	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	623.00 *
632550	TRINH, THANH-MAI	RENT SUBSIDY	1,749.00 *
632551	TRINH, TRANG N	RENT SUBSIDY	872.00 *
632552	TRUONG, BAY LE	RENT SUBSIDY	1,136.00 *
632553	TRUONG, DUNG T	RENT SUBSIDY	391.00 *
632554	TRUONG, HANH NGOC	RENT SUBSIDY	906.00 *
632555	TRUONG, THUAN BICH	RENT SUBSIDY	994.00 *
632556	TRUONG, THUAN BICH	RENT SUBSIDY	2,918.00 *
632557	TRUONG, SON BICH	RENT SUBSIDY	1,449.00 *

PAGE TOTAL FOR "\*" LINES = 24,868.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632558	TSAU, LI-CHIN	RENT SUBSIDY	1,120.00 *
632559	TU BI THIEN TAM	RENT SUBSIDY	1,140.00 *
632560-632561	VOID WARRANTS		
632562	TURI, ANGELO S	RENT SUBSIDY	2,417.00 *
632563	TUSTIN SOUTHERN APTS ~ OFFICE	RENT SUBSIDY	1,337.00 *
632564	V.N. TIWARI & S. TIWARI AS TRUSTEES OF KASHI TRUST	RENT SUBSIDY	9,896.00 *
632565	VAZQUEZ, ARTURO ENRIQUEZ	RENT SUBSIDY	2,640.00 *
632566	VERSAILLES APTS	RENT SUBSIDY	3,339.00 *
632567	VILLA CAPRI ESTATES	RENT SUBSIDY	656.00 *
632568	VINH, THUA	RENT SUBSIDY	244.00 *
632569	VINTAGE CANYON SR APTS	RENT SUBSIDY	1,014.00 *
632570	VISTA DEL SOL APTS	RENT SUBSIDY	1,070.00 *
632571	VO, CUONG B GALERIA PASEOS MALL	RENT SUBSIDY	835.00 *
632572	VO, KHANH MAI	RENT SUBSIDY	4,255.00 *
632573	VO, KIMCHI	RENT SUBSIDY	1,672.00 *
632574	VO, LAN KHAI THI	RENT SUBSIDY	1,213.00 *
632575	VO, LE	RENT SUBSIDY	1,433.00 *
632576	VO, NAM T	RENT SUBSIDY	608.00 *
632577	VO, TIN TRUNG	RENT SUBSIDY	863.00 *
632578	VOLE, TINA NGA	RENT SUBSIDY	1,671.00 *
632579	VPM MANAGEMENT	RENT SUBSIDY	892.00 *
632580	VU, HOA	RENT SUBSIDY	987.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632581	VU, LONG DUC	RENT SUBSIDY	762.00 *
632582	VU, MINH	RENT SUBSIDY	1,139.00 *
632583	VU, NAM H	RENT SUBSIDY	846.00 *
632584	VU, TAN DUY	RENT SUBSIDY	1,451.00 *
632585	VU, THAI	RENT SUBSIDY	1,407.00 *
632586	VU, DANNY	RENT SUBSIDY	607.00 *
632587	WALDEN APTS	RENT SUBSIDY	3,789.00 *
632588	WEGENER, STELLA	RENT SUBSIDY	901.00 *
632589	WEISER, IRVING	RENT SUBSIDY	1,661.00 *
632590	WEISSER INVESTMENTS	RENT SUBSIDY	6,120.00 *
632591	WEST, NEIL E	RENT SUBSIDY	946.00 *
632592	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	6,346.00 *
632593	WICK,CINDY OR ED	RENT SUBSIDY	849.00 *
632594	WINDSOR-DAWSON LP	RENT SUBSIDY	5,298.00 *
632595	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,531.00 *
632596	WOODBURY SQUARE	RENT SUBSIDY	1,291.00 *
632597	YIANG, VINCE	RENT SUBSIDY	1,076.00 *
632598	ZHAO, GEORGE	RENT SUBSIDY	971.00 *
W632182	13251 NEWLAND LLC C/O ERICA STIDHAM	RENT SUBSIDY	7,521.00 *
W632183	19822 BROOKHURST, LLC	RENT SUBSIDY	2,223.00 *
W632185	ACACIA VILLAGE C/O DOUGLAS HOFER	RENT SUBSIDY	51,645.00 *
W632189	AEGEAN APARTMENTS C/O STERLING PROPERTY MGMT	RENT SUBSIDY	8,778.00 *

PAGE TOTAL FOR "\*" LINES = 108,158.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632190	ALLARD APARTMENT, LLC	RENT SUBSIDY	3,925.00 *
W632191	AMERICAN FAMILY HOUSING	RENT SUBSIDY	5,541.00 *
W632193	ANAHEIM SUNSET PLAZA APTS	RENT SUBSIDY	7,037.00 *
W632194	ARJON, TIMOTEO	RENT SUBSIDY	3,352.00 *
W632195	AUGUSTA GROUP INVESTMENTS INC	RENT SUBSIDY	3,310.00 *
W632196	AYNEM INVESTMENTS,LP C/O A & M PROP	RENT SUBSIDY	14,083.00 *
W632197	BACH, PHAN	RENT SUBSIDY	936.00 *
W632198	BAKER RANCH AFFORDABLE LP C/O SOLARI ENTERPRISES, INC	RENT SUBSIDY	2,731.00 *
W632200	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	5,355.00 *
W632202	BOZARJIAN, RICHARD	RENT SUBSIDY	29,785.00 *
W632203	BREA WOODS SENIOR APTS, LLC	RENT SUBSIDY	400.00 *
W632204	BUENA PARK SUNRISE APTS LP	RENT SUBSIDY	3,492.00 *
W632206	BUI, DUNG	RENT SUBSIDY	3,470.00 *
W632207	BUI, KIMBERLY	RENT SUBSIDY	2,139.00 *
W632210	BUI, NGA HUYNH	RENT SUBSIDY	3,664.00 *
W632213	BUI, THUAN	RENT SUBSIDY	3,119.00 *
W632214	BURLEY, DAVID M C/O PARK PACIFIC	RENT SUBSIDY	9,264.00 *
W632216	CAO, MYTRANG	RENT SUBSIDY	3,549.00 *
W632217	CAO, XUAN	RENT SUBSIDY	10,019.00 *
W632218	CERVANTES JR, ARTEMIO	RENT SUBSIDY	612.00 *
W632219	CHAN, KOU LEAN	RENT SUBSIDY	6,492.00 *
W632221	CHAU, ALICE	RENT SUBSIDY	6,012.00 *

PAGE TOTAL FOR "\*" LINES = 128,287.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W6322222	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,637.00 *
W6322225	CHERRY WEST PROPERTIES	RENT SUBSIDY	1,127.00 *
W6322226	CHIANG, LI-YONG	RENT SUBSIDY	13,183.00 *
W6322227	CLIFTON, KATHLEEN P	RENT SUBSIDY	7,186.00 *
W6322229	CONTINENTAL GARDENS APTS	RENT SUBSIDY	24,197.00 *
W6322230	COURTYARD VILLAS	RENT SUBSIDY	10,012.00 *
W6322231	CURTIS FAMILY TRUST C/O SPURR & ASSOCIATES, INC	RENT SUBSIDY	13,019.00 *
W6322232	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	2,754.00 *
W6322233	DANG, CHINH VAN	RENT SUBSIDY	2,725.00 *
W6322234	DANG, DAVID	RENT SUBSIDY	2,581.00 *
W6322236	DAO, MINH	RENT SUBSIDY	3,435.00 *
W6322237	DAO, TU VAN	RENT SUBSIDY	10,628.00 *
W6322240	DENVER HOUSING AUTHORITY	RENT SUBSIDY	9,026.20 *
W6322241	DINH, LAN THAI	RENT SUBSIDY	4,854.00 *
W6322244	DNK PROPERTY LLC	RENT SUBSIDY	12,695.00 *
W6322245	DO, BRANDON BINH	RENT SUBSIDY	2,042.00 *
W6322247	DO, KENNETH	RENT SUBSIDY	1,789.00 *
W6322250	DO, MY-PHUONG	RENT SUBSIDY	1,983.00 *
W6322251	DO, THUY THI	RENT SUBSIDY	2,011.00 *
W6322252	DO, TINA	RENT SUBSIDY	6,684.00 *
W6322253	DONG, MINH TRANG	RENT SUBSIDY	18,162.00 *
W6322254	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	10,420.00 *

PAGE TOTAL FOR "\*" LINES = 163,150.20

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632257	DUNNETT, DAVID F	RENT SUBSIDY	3,573.00 *
W632258	DUONG, HONG MANH	RENT SUBSIDY	888.00 *
W632259	DUONG, MINH B	RENT SUBSIDY	5,660.00 *
W632260	DUONG, HUNG Q	RENT SUBSIDY	1,072.00 *
W632262	EHLE, GERALD	RENT SUBSIDY	1,939.00 *
W632264	EL RAY PARTNERS, LLC C/O SCHROEDER MANAGEMENT CO.	RENT SUBSIDY	6,719.00 *
W632265	EMERALD FIELD, LLC	RENT SUBSIDY	9,321.00 *
W632266	ENGEL, TERRY C	RENT SUBSIDY	136.00 *
W632268	FAIRFAX COUNTY DEPT OF HOUSING	RENT SUBSIDY	9,597.58 *
W632269	FAN, BOONE	RENT SUBSIDY	2,717.00 *
W632272	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	4,892.00 *
W632273	FRECHTMAN, WILLIAM	RENT SUBSIDY	3,979.00 *
W632274	GANZ, KARL	RENT SUBSIDY	872.00 *
W632275	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,872.00 *
W632276	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	2,921.00 *
W632279	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,249.00 *
W632280	GIACALONE, BRIGITTE	RENT SUBSIDY	877.00 *
W632281	GLENHAVEN MOBILODGE	RENT SUBSIDY	181.00 *
W632286	GREENFIELDSIDE, LLC	RENT SUBSIDY	3,249.00 *
W632287	GROVE PARK L.P.	RENT SUBSIDY	53,372.00 *
W632289	HA OF DEKALB COUNTY	RENT SUBSIDY	4,856.96 *
W632290	HA, KHIEM Q	RENT SUBSIDY	1,864.00 *

PAGE TOTAL FOR "\*" LINES = 121,807.54

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632292	HALL & ASSOCIATES, INC.	RENT SUBSIDY	5,991.00 *
W632294	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	2,250.00 *
W632297	HAU, STEVEN	RENT SUBSIDY	1,609.00 *
W632299	HERITAGE PARK	RENT SUBSIDY	3,828.00 *
W632300	HO, HIEP or DAO, NGOC THUY	RENT SUBSIDY	10,582.00 *
W632302	HO, TIM	RENT SUBSIDY	1,940.00 *
W632303	HOANG, LAN T	RENT SUBSIDY	1,120.00 *
W632306	HOANG, LANG	RENT SUBSIDY	2,129.00 *
W632308	HONG, GEORGE	RENT SUBSIDY	2,128.00 *
W632309	HOUSING AUTHORITY OF PORTLAND	RENT SUBSIDY	6,465.12 *
W632310	HUYNH, CHEN THI	RENT SUBSIDY	3,874.00 *
W632311	HUYNH, KIET	RENT SUBSIDY	7,165.00 *
W632313	HUYNH, RICHARD T	RENT SUBSIDY	6,257.00 *
W632315	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	12,576.00 *
W632317	JANGIE, LLC	RENT SUBSIDY	1,103.00 *
W632318	JOHNSON, NATHAN D.	RENT SUBSIDY	11,129.00 *
W632320	JUNG SUN NOH C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	23,152.00 *
W632324	KEH, LU-YONG	RENT SUBSIDY	3,626.00 *
W632325	KELLEY, ROBERT	RENT SUBSIDY	3,315.00 *
W632326	KHA, CAM MY	RENT SUBSIDY	4,460.00 *
W632327	KIM, JONG WAN C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	5,437.00 *
W632328	KIM, HARRY H C/O CROWN INV REALTY	RENT SUBSIDY	1,076.00 *

PAGE TOTAL FOR "\*" LINES = 121,212.12

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632329	KING INVESTMENT GROUP, INC C/O BERNARD KING	RENT SUBSIDY	6,333.00 *
W632330	KNK PROPERTIES C/O EDWARD KUO	RENT SUBSIDY	9,512.00 *
W632332	KPKK, LLC	RENT SUBSIDY	838.00 *
W632333	KUO, EDWARD C/O BUENA GROVE	RENT SUBSIDY	2,505.00 *
W632334	LAGUNA HILLS TRAVELodge LLC ATTEN: OFFICE	RENT SUBSIDY	27,355.00 *
W632335	LAKESIDE ASSOCIATION	RENT SUBSIDY	8,164.00 *
W632337	LAM, HAI	RENT SUBSIDY	8,232.00 *
W632340	LAM, DUY M	RENT SUBSIDY	17,564.00 *
W632341	LAU, STEPHEN	RENT SUBSIDY	1,674.00 *
W632342	LE MORNINGSIDE, LLC	RENT SUBSIDY	1,271.00 *
W632346	LE, HIEN QUANG	RENT SUBSIDY	10,712.00 *
W632347	LE, LANH C	RENT SUBSIDY	5,134.00 *
W632348	LE, MICHAEL	RENT SUBSIDY	4,155.00 *
W632350	LE, NGAT THI	RENT SUBSIDY	94.00 *
W632352	LE, NGUYEN NHU	RENT SUBSIDY	1,019.00 *
W632353	LE, STEPHANIE THU	RENT SUBSIDY	10,354.00 *
W632354	LE, VICTOR	RENT SUBSIDY	2,272.00 *
W632356	LE, ANH NGOC	RENT SUBSIDY	279.00 *
W632360	LEDUC, MONIQUE	RENT SUBSIDY	2,073.00 *
W632361	LIM, HONG S	RENT SUBSIDY	8,063.00 *
W632362	LINCOLN VILLAS APT HOMES, LLC	RENT SUBSIDY	10,716.00 *
W632363	LOTUS GARDENS C/O L'ABRI MANAGEMENT	RENT SUBSIDY	14,174.00 *

PAGE TOTAL FOR "\*" LINES = 152,493.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632364	LUU, ALAN	RENT SUBSIDY	4,214.00 *
W632365	LUVIE CORPORATION	RENT SUBSIDY	6,011.00 *
W632366	LY, TUYEN X	RENT SUBSIDY	5,228.00 *
W632367	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	4,099.00 *
W632370	MAI, ANN N	RENT SUBSIDY	9,160.00 *
W632372	MANDAS, KONSTANTINOS P.	RENT SUBSIDY	1,129.00 *
W632373	MARIPOSA PROPERTIES	RENT SUBSIDY	892.00 *
W632377	MAZENKO, FRANCINE	RENT SUBSIDY	1,005.00 *
W632379	MGRATH, GRACE OR GERALD	RENT SUBSIDY	2,099.00 *
W632380	MEAK, MANH	RENT SUBSIDY	3,468.00 *
W632383	MIKE & KATHY LEE LP	RENT SUBSIDY	2,883.00 *
W632387	MONARCH POINTE	RENT SUBSIDY	1,189.00 *
W632389	MONTECITO VISTA APT HOMES	RENT SUBSIDY	789.00 *
W632390	N&V DEVELOPMENT, LLC	RENT SUBSIDY	24,915.00 *
W632391	NGHIEM, DALE XUAN	RENT SUBSIDY	886.00 *
W632395	NGO, HONG DIEP LE	RENT SUBSIDY	942.00 *
W632396	NGO, LOC T	RENT SUBSIDY	899.00 *
W632398	NGO, VINCE K	RENT SUBSIDY	2,385.00 *
W632400	NGUYEN, ANDREW Q	RENT SUBSIDY	1,554.00 *
W632401	NGUYEN, ANH-DAO	RENT SUBSIDY	2,250.00 *
W632405	NGUYEN, BINH QUOC	RENT SUBSIDY	2,665.00 *
W632406	NGUYEN, BRIAN BAO-KHA	RENT SUBSIDY	3,693.00 *

PAGE TOTAL FOR "\*" LINES = 82,355.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632407	NGUYEN, CALVIN H	RENT SUBSIDY	1,574.00 *
W632408	NGUYEN, CHI HUYEN	RENT SUBSIDY	1,530.00 *
W632409	NGUYEN, CHRISTINE	RENT SUBSIDY	4,971.00 *
W632411	NGUYEN, DAVID / HA, LOAN T	RENT SUBSIDY	1,696.00 *
W632412	NGUYEN, DIEM-THUY	RENT SUBSIDY	2,996.00 *
W632413	NGUYEN, DUONG	RENT SUBSIDY	3,849.00 *
W632414	NGUYEN, HAO & HUONG T	RENT SUBSIDY	3,714.00 *
W632415	NGUYEN, HOA THI OR NGUYEN, JOSEPH	RENT SUBSIDY	4,129.00 *
W632417	NGUYEN, HUAN NGOC	RENT SUBSIDY	3,206.00 *
W632418	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	9,939.00 *
W632420	NGUYEN, LANIE	RENT SUBSIDY	8,500.00 *
W632421	NGUYEN, LINDA	RENT SUBSIDY	1,998.00 *
W632423	NGUYEN, LONG HUYEN DAC	RENT SUBSIDY	4,727.00 *
W632424	NGUYEN, LYNDIA	RENT SUBSIDY	784.00 *
W632425	NGUYEN, MYRA D	RENT SUBSIDY	23,553.00 *
W632426	NGUYEN, NHUONG	RENT SUBSIDY	1,816.00 *
W632427	NGUYEN, PHUONG MY THI	RENT SUBSIDY	14,797.00 *
W632430	NGUYEN, STEVE	RENT SUBSIDY	2,425.00 *
W632433	NGUYEN, STEVENS	RENT SUBSIDY	1,960.00 *
W632435	NGUYEN, THAI DUC	RENT SUBSIDY	1,545.00 *
W632436	NGUYEN, THANH-LE	RENT SUBSIDY	1,496.00 *
W632438	NGUYEN, THINH QUOC	RENT SUBSIDY	2,515.00 *

PAGE TOTAL FOR "\*" LINES = 103,720.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632439	NGUYEN, THUY	RENT SUBSIDY	1,679.00 *
W632441	NGUYEN, TIEP	RENT SUBSIDY	1,850.00 *
W632442	NGUYEN, TRACY TRUC	RENT SUBSIDY	707.00 *
W632443	NGUYEN, TUAN HOANG	RENT SUBSIDY	1,787.00 *
W632444	NGUYEN, TUNG XUAN	RENT SUBSIDY	3,220.00 *
W632445	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,594.00 *
W632446	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	3,269.00 *
W632447	NGUYEN, DUNG VAN	RENT SUBSIDY	883.00 *
W632448	NGUYEN, HUY	RENT SUBSIDY	5,834.00 *
W632449	NGUYEN, LEYNA T	RENT SUBSIDY	3,803.00 *
W632450	NGUYEN, MINH NGOC	RENT SUBSIDY	267.00 *
W632452	NGUYEN, PERRY	RENT SUBSIDY	1,096.00 *
W632456	NGUYEN, THINH THI	RENT SUBSIDY	8,054.00 *
W632459	NGUYEN-SHEPARDSON, CAY THI	RENT SUBSIDY	6,648.00 *
W632460	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	1,186.00 *
W632462	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	39,390.00 *
W632463	PARK PLACE APTS LLP	RENT SUBSIDY	19,514.00 *
W632465	PATEL DILIP M	RENT SUBSIDY	5,583.00 *
W632467	PETITE ELISE, LLC	RENT SUBSIDY	10,356.00 *
W632468	PHAM, DAVID LINH	RENT SUBSIDY	4,654.00 *
W632469	PHAM, KATHY NGUYEN	RENT SUBSIDY	1,182.00 *
W632470	PHAM, LAN VAN	RENT SUBSIDY	4,922.00 *

PAGE TOTAL FOR "\*" LINES = 127,478.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632472	PHAM, NGHIA	RENT SUBSIDY	3,352.00 *
W632474	PHAM, THANH QUOC	RENT SUBSIDY	11,651.00 *
W632476	PHAM, UYEN DAI L	RENT SUBSIDY	2,957.00 *
W632477	PHAM, VERONIQUE	RENT SUBSIDY	2,144.00 *
W632478	PHAM,HAI MINH	RENT SUBSIDY	9,492.00 *
W632479	PHAN, OANH	RENT SUBSIDY	5,114.00 *
W632480	PHAN, VIET TU	RENT SUBSIDY	1,346.00 *
W632481	PHAN,DON	RENT SUBSIDY	1,282.00 *
W632482	PHARN, ART S	RENT SUBSIDY	5,442.00 *
W632483	PINE TREE PROPERTY, LLC	RENT SUBSIDY	1,919.00 *
W632484	PLANO HOUSING AUTHORITY	RENT SUBSIDY	3,950.78 *
W632485	PLYMOUTH HRA	RENT SUBSIDY	3,037.63 *
W632486	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	12,983.00 *
W632487	RAGASOL, EDWARD C/O LIDO PROPERTY MGMT	RENT SUBSIDY	576.00 *
W632490	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,983.00 *
W632491	REED, ROGER LEE	RENT SUBSIDY	1,920.00 *
W632492	REYES, RAYMOND	RENT SUBSIDY	2,194.00 *
W632494	ROMO, JULIETA	RENT SUBSIDY	2,291.00 *
W632495	SABUNJIAN, MIHRAN	RENT SUBSIDY	6,114.00 *
W632497	SAN DIEGO HOUSING COMMISSION	RENT SUBSIDY	715.78 *
W632500	SARGENT, PAT	RENT SUBSIDY	1,076.00 *
W632501	SCHWERMEN, CELESTE	RENT SUBSIDY	1,412.00 *

PAGE TOTAL FOR "\*" LINES = 82,952.19

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632502	SCULLIN, ALFRED L C/O PARK PACIFIC	RENT SUBSIDY	2,221.00 *
W632503	SEO, LISA & BRYAN	RENT SUBSIDY	4,468.00 *
W632506	SILVER COVE APARTMENTS, LP ATTN: MANAGER OFFICE	RENT SUBSIDY	1,005.00 *
W632508	SPRINGDALE STREET APARTMENTS	RENT SUBSIDY	18,914.00 *
W632510	STIDHAM,ERICA	RENT SUBSIDY	6,831.00 *
W632512	STUART DRIVE/ROSE GARDEN APTS C/O RENTAL OFFICE	RENT SUBSIDY	79,766.00 *
W632513	SUNGROVE SENIOR APTS	RENT SUBSIDY	30,560.00 *
W632514	TA, AMIE	RENT SUBSIDY	3,748.00 *
W632515	TA, VINH	RENT SUBSIDY	1,782.00 *
W632518	TDT WASHINGTON, LLC	RENT SUBSIDY	2,852.00 *
W632519	THE BERNTH FAMILY TRUST	RENT SUBSIDY	6,383.00 *
W632521	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	34,903.00 *
W632527	TON, TAP THAT	RENT SUBSIDY	62,490.00 *
W632529	TRAN, BAC	RENT SUBSIDY	5,104.00 *
W632532	TRAN, HENRY	RENT SUBSIDY	1,096.00 *
W632534	TRAN, HOA THU	RENT SUBSIDY	3,870.00 *
W632535	TRAN, JIM DUC	RENT SUBSIDY	2,477.00 *
W632536	TRAN, JOSEPHINE	RENT SUBSIDY	1,627.00 *
W632537	TRAN, KIM	RENT SUBSIDY	1,853.00 *
W632539	TRAN, LUAN D.	RENT SUBSIDY	3,736.00 *
W632540	TRAN, NGOC THI	RENT SUBSIDY	5,820.00 *
W632541	TRAN, SONNY	RENT SUBSIDY	4,212.00 *

PAGE TOTAL FOR "\*" LINES = 285,718.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632542	TRAN, THERESA T	RENT SUBSIDY	4,194.00 *
W632544	TRAN, TIM	RENT SUBSIDY	1,028.00 *
W632545	TRAN, TRUNG H.	RENT SUBSIDY	4,667.00 *
W632546	TRAN,THAO DUC	RENT SUBSIDY	6,256.00 *
W632548	TRANG, TOM	RENT SUBSIDY	1,382.00 *
W632549	TRIEU, NANCY	RENT SUBSIDY	4,607.00 *
W632551	TRINH, TUNG XUAN	RENT SUBSIDY	2,532.00 *
W632554	TRUONG, KHOA BUU	RENT SUBSIDY	1,113.00 *
W632556	TRUONG,QUYEN MY	RENT SUBSIDY	1,220.00 *
W632557	TSAI,CAROLINE	RENT SUBSIDY	3,796.00 *
W632561	TUDOR GROVE C/O GOLDEN REMCO INC	RENT SUBSIDY	61,625.00 *
W632562	TUSTIN AFFORDABLE HOUSING ATTN: OFFICE	RENT SUBSIDY	1,013.00 *
W632563	V W PROPERTY	RENT SUBSIDY	3,838.00 *
W632564	VALLEY VIEW SENIOR APTS C/O G & K MGMT CO, INC	RENT SUBSIDY	9,152.00 *
W632569	VIRAMONTES, ARTHUR E	RENT SUBSIDY	733.00 *
W632570	VLE RENTAL, LLC	RENT SUBSIDY	4,600.00 *
W632571	VO, JEFF	RENT SUBSIDY	907.00 *
W632575	VO, LOC ANH	RENT SUBSIDY	2,504.00 *
W632578	VORA, NIPA D	RENT SUBSIDY	2,217.00 *
W632579	VU, DAT	RENT SUBSIDY	17,469.00 *
W632580	VU, HUAN	RENT SUBSIDY	4,812.00 *
W632581	VU, MARY ANN	RENT SUBSIDY	683.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W632583	VU, PHAT D	RENT SUBSIDY	6,863.00 *
W632585	VU, VINCE HUNG	RENT SUBSIDY	5,510.00 *
W632586	VUONG, TRI NGHIEP	RENT SUBSIDY	4,509.00 *
W632587	WASHINGTON COUNTY HRA	RENT SUBSIDY	11,656.04 *
W632590	WESLEY VILLAGE APARTMENTS	RENT SUBSIDY	9,705.00 *
W632591	WESTCHESTER PARK LP	RENT SUBSIDY	1,318.00 *
W632592	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	11,656.00 *
W632593	WILSHIRE CREST	RENT SUBSIDY	7,115.00 *
W632595	WONG, THOMAS	RENT SUBSIDY	23,170.00 *
W632596	YAU, LEON SHU	RENT SUBSIDY	985.00 *
W632597	YOUNG, HENRY H	RENT SUBSIDY	4,492.00 *

PAGE TOTAL FOR "\*" LINES = 86,979.04

FINAL TOTAL 2,423,528.14 \*

DEMANDS #632183 - 632598 AND DIRECT DEPOSITS W632182 - W632597 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL DECEMBER 1, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

12/3/17 

KINGSLEY C. OKEREKE - FINANCE DIRECTOR

DIRECT DEPOSITS \$1,666,667.09

181868	JOHN CASACCIA II	391.17	181869	DANIEL A WINDHAM	3921.48
181870	JOAN M CEPLIUS	446.87	181871	KIMBERLY HUY	2709.09
181872	JUDITH A MOORE	1912.10	181873	DIANE BELAIR	1621.69
181874	GUADALUPE E MERCADO	914.85	181875	JO ANNE M CHUNG	2158.84
181876	THOMAS E BUTTERS	2611.83	181877	JUSTIN E DAVENPORT	526.04
181878	CHRIS M VERES	2422.34	181879	ROBERT R MOUNGEY	390.50
181880	MICHAEL F ROCHA	1909.44	181881	KEVIN L RAY	433.56
181882	DANIEL C MOSS	1548.57	181883	YUKIYOSHI NAKAGAWA	1444.44
181884	FRANK X DE LA ROSA	2432.00	181885	STEPHANIE AMBRIZ	148.67
181886	DEANNA M CHUMACERO	577.08	181887	STEVEN E GOMEZ	389.54
181888	ISABELLA H KUBES	67.47	181889	EMILY PATINO MARQUEZ	49.17
181890	PHILIP J SEYMOUR	122.34	181891	CHRISTOPHER P HAWKINS	863.79
181892	ROSS L LAIRD III	819.95	181893	JONATHAN C WHITE	833.80
181894	CHRISTOPHER C DOVEAS	408.30	181895	ISAAC DAVILA	262.79
181896	JULIAN TAPIA	209.41	181897	RANDY L TUCKER	932.99
181898	O.C.E.A. GENERAL	2425.56	181899	O.C.E.A.	1213.19
181900	COMMUNITY HEALTH CHARITI	50.00	181901	GARDEN GROVE POLICE ASSO	1520.00
D322182	KRIS C BEARD	436.81	D322183	CAROL E BECKLES	49.27
D322184	PHAT T BUI	2.19	D322185	STEVEN R JONES	346.80
D322186	STEPHANIE L KLOPFENSTEIN	365.28	D322187	DIEDRE THU HA NGUYEN	404.95
D322188	KIM B NGUYEN	406.73	D322189	JOHN R O'NEILL	444.79
D322190	STEVE R SOLORIO	45.52	D322191	PAMELA M HADDAD	1486.35
D322192	SHAWN S PARK	1851.29	D322193	SCOTT C STILES	7106.24
D322194	MARIA A STIPE	4940.88	D322195	MEENA YOO	1938.95
D322196	DENISE KEHN	2024.43	D322197	MARITZA PIZARRO	1571.57
D322198	TERESA L POMEROY	2823.82	D322199	LIZABETH C VASQUEZ	1662.76
D322200	SHAUNA J CARRENO	1945.67	D322201	TERESA G CASEY	1440.66
D322202	VIRGINIA DELGADO	1619.63	D322203	DANNY HUYNH	4078.06
D322204	VILMA C KLOESS	1832.52	D322205	IVY LE	1769.19
D322206	TAMMY LE	1537.87	D322207	LINDA MIDDENDORF	2520.13
D322208	ROSALINDA MOORE	1281.61	D322209	MARIA A NAVARRO	2178.99
D322210	PHUONG VIEN T NGUYEN	2436.21	D322211	QUANG NGUYEN	2315.14
D322212	TINA T NGUYEN	3834.89	D322213	THYANA T PHI	2189.04
D322214	MARIA RAMOS	2048.53	D322215	TANYA L TO	1487.25
D322216	CUONG K TRAN	2019.22	D322217	ELAINE TRUONG	1346.93
D322218	THANH-NGUYEN VO	1701.48	D322219	SYLVIA GARCIA	2046.66
D322220	KINGSLEY C OKEREKE	4870.99	D322221	HEIDI M JANZ	3259.94
D322222	CHRISTI C MENDOZA	573.86	D322223	ANN C EIFERT	2645.08
D322224	DEBORAH A POWELL	1610.20	D322225	MARGARITA A ABOLA	1764.11
D322226	MARISA ATIN RAMOS	1124.32	D322227	ELLIS EUN ROK CHANG	2456.09
D322228	JANET J CHUNG	1946.33	D322229	CLAUDIA FLORES	2726.90
D322230	RHONDA C KAWELL	2476.85	D322231	ROBERT W MAY	1337.67
D322232	SHAWNA A MCDONOUGH	1440.82	D322233	HEIDY Y MUNOZ	2038.24
D322234	ALEXANDER TRINIDAD	3092.50	D322235	LIGIA ANDREI	1695.49
D322236	ARIANA B BAUTISTA	1490.96	D322237	KAREN J BROWN	757.63
D322238	CORINNE L HOFFMAN	2317.00	D322239	JEFF N KURAMOTO	3257.94
D322240	CHELSEA E LUKAS	1423.74	D322241	EDWARD E MARVIN JR	1670.28
D322242	ANGELA M MENDEZ	1679.18	D322243	MONICA A NEELY	2843.70

\*\*\* PAGE TOTAL = 158726.99

D322244	JENNIFER L PETERSON	1753.11	D322245	ANH PHAM	1631.13
D322246	EVA RAMIREZ	1622.61	D322247	JAIME F CHAVEZ	1430.43
D322248	GARY F HERNANDEZ	1465.15	D322249	NEAL M MANALANSAN	1414.67
D322250	DANIEL J SANCHEZ	1534.77	D322251	SANDRA E SEGAWA	3148.90
D322252	ALANA R CHENG	2141.71	D322253	LISA L KIM	3907.76
D322254	JAYME K AHLO	2154.51	D322255	MICHAEL G AUSTIN	2320.69
D322256	DAVID A DENT	3499.92	D322257	TODD C HARTWIG	2166.69
D322258	AARON J HODSON	1955.79	D322259	DONALD E LUCAS	2606.31
D322260	SVETLANA MOURE	2010.19	D322261	PHU T NGUYEN	3078.50
D322262	LORENA J QUILLA-SOULES	2209.81	D322263	CHRISTOPHER CHUNG	2526.14
D322264	PAUL GUERRERO	2443.00	D322265	LEE W MARINO	3346.05
D322266	MARIA L MEDRANO	1859.82	D322267	MARIA C PARRA	2579.67
D322268	ERIN WEBB	3158.77	D322269	GREG BLODGETT	5799.12
D322270	MONICA COVARRUBIAS	2496.16	D322271	GRACE E LEE	4217.22
D322272	AMEENAH ABU-HAMDIYYAH	1679.25	D322273	JULIE A ASHLEIGH	1802.85
D322274	RITA M CRAMER	1978.89	D322275	RALPH V HERNANDEZ	2083.18
D322276	JIMMY NGUYEN	1844.14	D322277	ROY N ROBBINS	2693.31
D322278	ALLISON D WILSON	1820.42	D322279	MICHAEL C BOS	2208.81
D322280	DANIEL J CANDELARIA	4164.48	D322281	VINCENT L DE LA ROSA	2135.90
D322282	KAMYAR DIBAJ	1000.00	D322283	ALICIA M HOFER	1599.66
D322284	NICOLAS C HSIEH	2740.51	D322285	ROSEMARIE JACOT	1972.01
D322286	SHAN L LEWIS	1891.48	D322287	NAVIN B MARU	3350.99
D322288	JUAN C NAVARRO	1828.72	D322289	MICHAEL F SANTOS	2171.44
D322290	MARK P UPHUS	3295.26	D322291	JOSE A VASQUEZ	2090.59
D322292	ANA G VERGARA NEAL	2072.38	D322293	DAI C VU	3479.63
D322294	KHANG L VU	2828.60	D322295	JOSHUA J ARIONUS	1589.45
D322296	JAN BERGER	2266.46	D322297	ROBERT P BERMUDEZ	2872.71
D322298	TIM P CANNON	3013.45	D322299	MYUNG J CHUN	3001.60
D322300	CARINA M DAN	421.02	D322301	RYAN H DAVIS	1425.61
D322302	RONALD W DIEMERT	1755.49	D322303	CHRIS N ESCOBAR	2255.24
D322304	JASON A FERTAL	1985.11	D322305	ALEXANDER L GERRY	1152.18
D322306	ALEJANDRO GONZALEZ	2896.60	D322307	MICHAEL J GRAY	1308.85
D322308	LARRY GRIFFIN	1540.53	D322309	ROBERT A HAENDIGES	2611.64
D322310	RYAN S HART	1656.42	D322311	ROBERT M HIGGINBOTHAM	1066.92
D322312	EDWARD A HUY	2671.23	D322313	VIDAL JIMENEZ	1919.42
D322314	SAMUEL K KIM	3588.91	D322315	BRENDA L LAI	431.46
D322316	REBECCA PIK KWAN LI	2954.24	D322317	SCOTT T LOWE	2639.63
D322318	DAVID MA'AE	1519.06	D322319	TYLER MEISLAHN	1738.26
D322320	JESSE K MONTGOMERY	2104.06	D322321	STEVEN J MOYA JR	1834.15
D322322	BASIL G MURAD	1244.18	D322323	KIRK L NATLAND	550.07
D322324	DUC TRUNG NGUYEN	2443.18	D322325	CORNELIU NICOLAE	2271.75
D322326	ANDREW I ORNELAS	2927.44	D322327	DAVID A ORTEGA	3806.18
D322328	CELESTINO J PASILLAS	2450.85	D322329	WILLIAM F PEARSON	2057.28
D322330	LES A RUITENSCHILD	3214.25	D322331	JONATHAN RUIZ	1907.24
D322332	MODESTO R SALDANA	1830.79	D322333	ALEXIS SANTOS	1006.45
D322334	ADRIAN M SARMIENTO	2379.21	D322335	ALBERT TALAMANTES JR	1737.88
D322336	MINH K TRAN	2016.39	D322337	ALEJANDRO VALENZUELA JR	1100.25
D322338	ALEJANDRO N VALENZUELA	1972.39	D322339	KATHLEEN N VICTORIA	777.24

\*\*\* PAGE TOTAL = 213123.82

D322340	RONALD J WOLLAND	1501.38	D322341	VICTOR K YERGENSEN	1849.42
D322342	ALICE K FREGOSO	3337.16	D322343	RAQUEL K MANSON	2410.38
D322344	CAROLYN E MELANSON	1536.57	D322345	WILLIAM E MURRAY JR	5954.46
D322346	EMILY H TRIMBLE	1469.43	D322347	ALFRED J AGUIRRE	3263.51
D322348	ANTHONY U AGUIRRE	434.87	D322349	RODOLPHO M BECERRA	2379.57
D322350	HELEN L CAMDEN	461.94	D322351	EDGAR A CANO	1116.31
D322352	ALBERT J CARRISOZA	1482.90	D322353	MARRAY R CHAPMAN	287.43
D322354	GABRIELA R CONTRERAS	2141.49	D322355	JULIE T COTTON	754.35
D322356	ERIC M ESPINOZA	1442.83	D322357	HECTOR M ESPINOZA	1518.72
D322358	ROBERT J FRANCO	644.86	D322359	MAURICIO S GARCIA	2606.54
D322360	GLORIA GAW	1948.22	D322361	RICHARD R GOSSELIN	3100.37
D322362	HERMILO HERNANDEZ	1435.54	D322363	DONALD A HORNE JR	885.48
D322364	DARNELL D JERRY	418.05	D322365	BRENT KAYLOR	2175.69
D322366	MARK W LADNEY	4009.46	D322367	RAUL LEYVA	4670.81
D322368	ANTONIO R MARTIN	3435.36	D322369	ROBERT P MCLOGAN	261.41
D322370	KEVIN E MEJIA	575.01	D322371	RIGOBERTO MENDEZ	2624.84
D322372	JON A MIHALIA	650.03	D322373	STEVEN T ORTIZ	1664.11
D322374	RICHARD L PINKSTON	8061.56	D322375	BRADLEY J POINDEXTER	704.44
D322376	STEVE J TAUANU'U	1863.08	D322377	SUSAN VITALI	789.57
D322378	STEPHANIE A WASINGER	456.94	D322379	IOAN ANDREI	625.64
D322380	JEFFREY G CANTRELL	2198.66	D322381	THOMAS C COUNTS	336.60
D322382	JAMES CUNNINGHAM	1941.48	D322383	EARNEST L DOMINGUEZ	830.50
D322384	JULIA ESPINOZA	1099.42	D322385	ALBERT R EURS II	2136.51
D322386	CECELIA A FERNANDEZ	1106.29	D322387	CONRAD A FERNANDEZ	932.88
D322388	DIANA GOMEZ	502.48	D322389	JORGE GONZALEZ	1046.69
D322390	MICHAEL R GREENE	1810.36	D322391	RONALD D GUSMAN	832.10
D322392	GLORIA A HARO	1122.27	D322393	ERIC W JOHNSON	979.94
D322394	URIEL MACIAS	789.67	D322395	LUIS Y MENDOZA AGUILAR	1172.96
D322396	KHUONG NGUYEN	1112.75	D322397	ALEJANDRO ORNELAS	890.86
D322398	WILLIAM R PICKRELL	2392.53	D322399	DELFRADO C REYES	1122.26
D322400	RAFAEL ROBLES	1034.16	D322401	JAVIER RODRIGUEZ	1122.27
D322402	RODERICK THURMAN	2161.25	D322403	EVARISTO VERA	1578.28
D322404	RICHARD L WILLIAMS	1564.46	D322405	ANSELMO AGUIRRE	1787.51
D322406	CHRISTOPHER L ALLEN	1934.38	D322407	PHILLIP J CARTER	2681.05
D322408	RICK L DUVALL	2161.90	D322409	AARON R HANSEN	1483.38
D322410	PATRICIA CLAIR HAYES	2227.22	D322411	HUY HOA HUYNH	1987.99
D322412	BRYAN D KWIATKOWSKI	1309.65	D322413	CHRISTOPHER B PRUDHOMME	349.57
D322414	ROLANDO QUIROZ	1628.73	D322415	TODD R REED	3425.93
D322416	ESTEBAN H RODRIGUEZ	1610.67	D322417	LUIS A TAPIA	3085.94
D322418	MICHAEL W THOMPSON	2483.37	D322419	WILLIAM J WHITE	1935.42
D322420	JEREMY J GLENN	470.29	D322421	JESSE GUZMAN	2480.34
D322422	BRETT A MEISLAHN	1698.45	D322423	MARK E MONSON	2185.89
D322424	AUSTIN H POWELL	1763.61	D322425	MELVIN P REED	1295.08
D322426	STEPHEN D SUDDUTH	1676.13	D322427	TIMOTHY WALLINGFORD	3311.79
D322428	HILLARD J WILLIAMS	704.95	D322429	SOMELIA K GOUNTOUNA	1580.48
D322430	ALBERT J HOLMAN III	3014.01	D322431	ALLEN L SERNA	2332.41
D322432	VICTOR T BLAS	3422.96	D322433	ERVIN DUBRUL	1159.11
D322434	JOSE GOMEZ	1790.16	D322435	BRENT W HAYES	3546.01

\*\*\*\* PAGE TOTAL = 171291.74

D322436	FRANK D HOWENSTEIN	2115.03	D322437	ALLEN G KIRZHNER	2239.94
D322438	KEON DONTRAY NELSON	981.25	D322439	BRANDON S NUNES	1071.45
D322440	STEPHEN PORRAS	2369.90	D322441	JESSE VIRAMONTES	1324.53
D322442	JOHN ZAVALA	2068.33	D322443	VERONICA AVILA	488.20
D322444	JEFFREY P DAVIS	3194.33	D322445	NOELLE N KIM	1614.06
D322446	MISSY M MENDOZA	493.62	D322447	MARIE L MORAN	2321.57
D322448	ANA E PULIDO	3313.84	D322449	KRISTY H THAI	2068.84
D322450	KYLAN C ACOSTA	186.83	D322451	EDWARD D AMBRIZ GARCIA	470.51
D322452	GABRIELA E BALANDRAN	63.91	D322453	VALERIA J BARON	123.64
D322454	JOSUE BARREIRO MENDOZA	564.61	D322455	NICHOLAS J BARRETT	63.43
D322456	ALEXIS R BAUTISTA-MOYANO	167.69	D322457	ALEJANDRA CAMARENA	149.54
D322458	RACHEL M CAMARENA	1734.30	D322459	RENE CAMARENA	1606.56
D322460	MARTI CARROLL	1596.45	D322461	VICTORIA M CASILLAS	1691.71
D322462	CYNTHIA A CHEW	1755.32	D322463	AMANDA D CROSS	914.69
D322464	GISELL L CRUZ	436.32	D322465	KENNETH E CUMMINGS	846.50
D322466	GRISSELL V EVERASTICO	197.65	D322467	JARED D GARCIA	269.41
D322468	VANESSA L GARCIA	149.54	D322469	JACOB R GRANT	1887.39
D322470	KIMBERLY K HOLER	34.51	D322471	CAROLINA HONSTAIN	442.63
D322472	KELLY L HOWENSTEIN	595.05	D322473	ANA C IZQUIERDO	479.10
D322474	MARITZA JIMENEZ	293.82	D322475	MARISSA D LOPEZ	172.00
D322476	LUIS A LUNA	432.66	D322477	STEPHANIA LUNA	238.95
D322478	ELAINE M MA'AE	1933.70	D322479	JESUS MEDINA	1662.70
D322480	JUAN MEDINA	1882.47	D322481	JOHN A MONTANCHEZ	3795.10
D322482	BRIANNA M MOORE	973.29	D322483	KIRSTEN K NAKALSHI	131.11
D322484	GINA D NECCO	595.61	D322485	JACOB J NEELY	454.42
D322486	NOEL N NICHOLAS	1183.90	D322487	JENNIFER GODDARD NYE	2357.26
D322488	GABRIELA O'CADIZ-HERNAND	4283.06	D322489	LORI OCHOA	2139.97
D322490	CHRISTIAN PANGAN	567.54	D322491	JANET E PELAYO	2718.54
D322492	PERLA PERALTA	122.91	D322493	JESUS PEREZ	451.86
D322494	JENAVIE QUINTERO	30.32	D322495	SUGEIRY REYNOSO	2332.53
D322496	MARINA Y ROMERO	1615.93	D322497	MONICA K ROMO	104.85
D322498	TANYA ROSAS	324.50	D322499	DIANA SALDIVAR	242.91
D322500	RICARDO SALDIVAR	352.36	D322501	DANA MARIE SAUCEDO	2352.93
D322502	EMERON J SCHLUMBERGER	885.48	D322503	AUSTIN M ST MARSEILLE	203.15
D322504	MIRANDA M TORRES	203.15	D322505	KENNETH P TRAVIS III	304.84
D322506	CLAUDIA VALDIVIA	2692.73	D322507	JEFFREY VAN SICKLE	1964.71
D322508	JOSEFINA L VELAZQUEZ	523.02	D322509	DAISY O VENCES	481.36
D322510	JOSHUA VENCES	282.67	D322511	PAUL E VICTORIA	1219.79
D322512	JACOB D VIRAMONTES	220.82	D322513	DAVID M WILMES	427.24
D322514	AMANDA M POLLOCK	1077.04	D322515	THOMAS R SCHULTZ	3763.50
D322516	TREVOR G SMOUSE	1507.80	D322517	ALBERTO ACOSTA	2891.36
D322518	ANTHONY R ACOSTA	3424.51	D322519	JOHN D BARANGER III	2863.84
D322520	LUCAS B BAUER	2273.50	D322521	BRADLEY D BELL	2150.74
D322522	JERRY R BRENNEMAN	3338.69	D322523	GUY BROWN	2446.89
D322524	JOSE J CAMBEROS	3162.04	D322525	DANIEL L CLEARWATER	3901.21
D322526	YVES G CLERMONT	3090.79	D322527	JOE W CRAWFORD	2688.40
D322528	TIMOTHY A CRAWFORD	4553.71	D322529	JUSTIN D DOYLE	2458.67
D322530	MICHAEL G ECKHARDT JR	5263.96	D322531	DAVID W EDNOFF	4845.65

\*\*\* PAGE TOTAL = 140950.64



D322532	STEVE P FELNER	2568.65	D322533	JAMES L GABARD	2289.24
D322534	DREW R GARCIA	2389.31	D322535	JEFF W HANNA	2928.78
D322536	MATTHEW R HENSHAW	3737.91	D322537	MICHAEL L JACOBS	2706.18
D322538	WILLIAM R JAEGER	2355.83	D322539	JORDAN R JEMIOLA	4556.92
D322540	MATTHEW C KLEIBACKER	3073.51	D322541	SCOTT A KUHLMAN	3670.08
D322542	NICHOLAS A LERARIO	1707.94	D322543	COREY L LINDSAY	1304.75
D322544	NORMAN M LOVELY	4604.09	D322545	JOHN M MARQUEZ JR	843.34
D322546	CHEYNE C MAULE	3741.70	D322547	TERRY A MCGOVERN JR	5955.52
D322548	SHANE D MELLEEM	2255.27	D322549	TRAVIS M MELLEEM	2901.63
D322550	MARK A MICKELSEN	3837.12	D322551	SON L NGUYEN	1807.98
D322552	THANH Q NGUYEN	4097.81	D322553	FREDERICK N NIBLO	2077.67
D322554	BRENT C PARDOEN	1828.92	D322555	MICHAEL KURT RIETH	3346.03
D322556	WADE E RUHMAN	4151.72	D322557	DENNIS L RUZICKA	2674.05
D322558	DAVID C SANCHEZ	1476.57	D322559	TIMOTHY S SAWYER	10883.62
D322560	NICK R SCHAEFER	1589.56	D322561	SCOTT A SCHERER	3651.57
D322562	MORRIS B SPELL	6380.37	D322563	WILLIAM S STROHM	4151.35
D322564	JUSTIN D TRAVER	3253.02	D322565	CHRISTOPHER B TRENHOLM	4497.46
D322566	JUSTIN TRUHILL	3524.19	D322567	MARIO G VALDERRAMA	3456.47
D322568	DAVID S WALDSCHMIDT	1653.98	D322569	MARK S WEISS	3431.66
D322570	JOSEPH A WINGERT JR	8383.21	D322571	JASON R BLOMGREN	2785.99
D322572	MYLES A BURROUGHS	1887.59	D322573	DAVID M CARLSON	3174.58
D322574	PARKER W CARY	2760.10	D322575	JOSHUA A FELDMAN	6472.92
D322576	TIMOTHY D FISHER	4436.90	D322577	GARRET M FURUTA	3673.22
D322578	SHANE S HOWEY	1948.43	D322579	PETER M HUBER	2283.34
D322580	JAYCEN R JUSTUS	2396.37	D322581	ANTHONY L KNAACK	3180.49
D322582	JOSHUA D LEE	2458.53	D322583	DANIEL J MOORE	5214.79
D322584	GRANT A NOBLE	4165.30	D322585	ERIC S NORRIN	4819.35
D322586	ANTHONY J PAGE	4089.65	D322587	ERIC M PALOMO	2725.94
D322588	ANDREW J ROACH	2769.62	D322589	RICHARD RONSTADT	5659.96
D322590	TIMOTHY N STOWE	1813.31	D322591	ERIC THORSON	4969.88
D322592	RYAN D VAN WIE	3078.76	D322593	GREGORY D WILLIAMS	1946.06
D322594	JEREMIE E YORKE	1690.87	D322595	BRYSON T DAHLHEIMER	1717.18
D322596	LISA S GUARDI	682.41	D322597	DON T NGUYEN	1775.76
D322598	NICHOLAS S SEELEY	217.97	D322599	JOSEPH I VALENZUELA	143.13
D322600	PAUL J WHITTAKER	4524.10	D322601	RANDY ABRAHAMSON	6329.74
D322602	TODD D ELGIN	10087.64	D322603	CAROLE A KANEGAE	2233.64
D322604	WILLIAM ALLISON	3843.33	D322605	KRISTEN A BACKOURIS	1548.20
D322606	SHARON S BAEK	1533.60	D322607	GENA M BOWEN	1245.82
D322608	JESENIA CAMPOS	1141.94	D322609	THOMAS R DARE	5760.01
D322610	HELENA ELSOUSOU	3938.39	D322611	ROBERT D FOWLER	3002.84
D322612	AI KELLY HUYNH	1820.73	D322613	CINDY S NAGAMATSU HANLON	1797.56
D322614	JEFFREY C NIGHTENGALE	4533.19	D322615	REYNA ROSALES	1497.21
D322616	TIMOTHY R ASHBAUGH	2195.27	D322617	ALFREDO R AVALOS	3189.51
D322618	CARLOS BAUTISTA JR	2445.05	D322619	RYAN S BERLETH	2334.21
D322620	SUMMER A BOGUE	1821.81	D322621	ROBERT W CAMPBELL	3468.56
D322622	JEROME L CHEATHAM	2769.31	D322623	GARY L COULTER	4537.48
D322624	NATHANIEL D COX	2947.84	D322625	BRIAN D DALTON	3424.56
D322626	CHARLIE DANIELEY III	2807.95	D322627	NICHOLAS A DE ALMEIDA LO	1939.64

\*\*\* PAGE TOTAL = 307402.51

D322628	KEVIN DINH	2722.52	D322629	JARED R DOYLE	3935.78
D322630	MICHELLE N ESTRADA-MONSA	1899.74	D322631	KARI A FLOOD	2262.78
D322632	JOSEPH P GROSS JR	3133.72	D322633	TROY HALLER	3536.98
D322634	ALLAN S HARRY	2728.07	D322635	WILLIAM T HOLLOWAY	3037.71
D322636	MICHAEL J JENSEN	4451.65	D322637	NICKOLAS K JENSEN	2197.70
D322638	PATRICK R JULIENNE	2746.19	D322639	KRISTOPHER D KELLEY	2339.80
D322640	TIMOTHY P KOVACS	3425.16	D322641	AUSTIN C LAVERTY	2244.25
D322642	CHRISTOPHER LAWTON	3930.37	D322643	JON D LOFQUIST	3244.36
D322644	BRADLEY A LOWEN	2147.42	D322645	MATTHEW P MARCHAND	2685.60
D322646	MARIO MARTINEZ JR	3574.72	D322647	BRYAN J MEERS	2204.46
D322648	JEREMY N MORSE	2051.11	D322649	MITCHEL S MOSSER	3789.33
D322650	JASON M MURO	2482.83	D322651	AARON S NELSON	3306.69
D322652	ADAM C NIKOLIC	7202.72	D322653	JASON S PERKINS	4423.35
D322654	PHILLIP H PHAM	2294.27	D322655	DOUGLAS A PLUARD	3198.15
D322656	COREY T POLOPEK	2375.59	D322657	JOHN E REYNOLDS	2671.02
D322658	CHRISTIN E ROGERS	2674.19	D322659	GAREY D STAAL	2742.38
D322660	BRADLEY D STENE	1877.47	D322661	BRIAN T STROUD	2805.34
D322662	VINCENTE J VAICARO	3914.52	D322663	EDGAR VALENCIA	3402.77
D322664	DANIEL J VILLEGAS	3299.81	D322665	JONATHAN B WAINWRIGHT	4507.72
D322666	CHRISTOPHER A WASINGER	1459.93	D322667	ADAM D ZMIJA	9751.12
D322668	MARCOS R ALAMILLO	3721.14	D322669	CLAUDIA ALARCON	3790.62
D322670	BOBBY B ANDERSON	2636.32	D322671	PEDRO R ARELLANO	2523.18
D322672	JOHN F BANKSON	5312.50	D322673	JOSHUA K BEHZAD	2368.85
D322674	JOSHUA D BRANNON	2407.62	D322675	VANESSA M BRODEUR	2240.58
D322676	JUAN C CENTENO	2863.57	D322677	DAVID Y H CHANG	3165.16
D322678	BRIAN M CLASBY JR	3278.63	D322679	CHASEN P CONTRERAS	8231.02
D322680	AMIR A EL-FARRA	4501.43	D322681	JOSHUA N ESCOBEDO	4369.63
D322682	HECTOR FERREIRA JR	2061.07	D322683	GEORGE R FIGUEROA	2302.14
D322684	ROGER A FLANDERS	1083.50	D322685	MICHAEL E GERDIN	2514.14
D322686	ROBERT J GIFFORD	2769.87	D322687	SEAN M GLEASON	2279.46
D322688	BRIAN HATFIELD	2569.80	D322689	MICHAEL J JOHNSON	3404.07
D322690	ARION J KNIGHT	4374.24	D322691	RAPHAEL M LEE	688.24
D322692	DEREK M LINK	2694.09	D322693	RAFAEL LOERA JR	4444.87
D322694	CHARLES H LOFFLER	4927.09	D322695	MARK A LORD	3727.40
D322696	TAYLOR A MACY	3139.31	D322697	GIANLUCA F MANIACI	2474.95
D322698	NATHAN D MORTON	2576.09	D322699	PATRICK W MURPHY	2281.34
D322700	RUDOLPH J NEGRON	4245.66	D322701	JEFFREY C NGUYEN	2932.43
D322702	STEVEN TRUJILLO ORTIZ	1987.42	D322703	LUIS A PAYAN	3402.21
D322704	OMAR F PEREZ	2376.77	D322705	SINDY RAMIREZ OROZCO	2255.67
D322706	JOHN E RANEY	3070.05	D322707	RYAN R RICHMOND	2182.44
D322708	ERIC T RUZIECKI	6143.34	D322709	SEAN M SALAZAR	3651.52
D322710	LINO G SANTANA	3521.09	D322711	PHILIP E SCHMIDT	3663.10
D322712	CHRISTOPHER M SHELREN	2730.49	D322713	ROBERT M STEPHENSON III	3427.70
D322714	ARTHUR F TINTLE JR	4617.58	D322715	JOHN J YERGLER	9487.66
D322716	KATHERINE M ANDERSON	8241.55	D322717	PAUL W ASHBY	4029.29
D322718	RYAN V BUSTILLOS	3206.25	D322719	THOMAS A CAPPS	2822.73
D322720	MICHAEL K ELHAMI	2871.23	D322721	PATRICK E GILDEA	3938.41
D322722	DANNY J MIHALIK	2293.06	D322723	RON A REYES	13792.73

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D322724	ROCKY F RUBALCABA	4819.14	D322725	ROYCE C WIMMER	3414.68
D322726	JUAN L DELGADO JR	3118.08	D322727	CHRISTOPHER M EARLE	3728.70
D322728	BENJAMIN M ELIZONDO	2687.88	D322729	OTTO J ESCALANTE	5658.06
D322730	GEORGE KAISER	2760.03	D322731	PETER M KUNKEL	3127.29
D322732	NICHOLAS A LAZENBY	3906.36	D322733	LUIS F RAMIREZ	3063.56
D322734	PETER HOANG VI	2188.46	D322735	JEFFREY A BROWN	3542.86
D322736	DONALD J HUTCHINS	3815.65	D322737	JASON L JOHNSON	3593.13
D322738	ERICK LEYVA	3723.33	D322739	RYAN M LUX	2186.28
D322740	RAUL MURILLO JR	3626.08	D322741	JOSHUA T OLIVO	3185.80
D322742	COURTNEY P ALLISON	2225.00	D322743	LISA A BELTHIUS	641.90
D322744	RANDY G CHUNG	350.97	D322745	ADAM B COUGHRAN	37.52
D322746	DANIEL S EDWARDS	660.79	D322747	CRAIG A HERRICK	5.83
D322748	VERONICA NELSON	434.24	D322749	JOHN O OJEISEKHOB	256.76
D322750	JOSEPH D VARGAS	444.36	D322751	TRAVIS J WHITMAN	5496.70
D322752	CARL J WHITNEY	5796.70	D322753	FRANCISCO AVALOS JR	335.88
D322754	KRYSTAL L N JEANG	338.49	D322755	FELICIA H PEREZ	280.45
D322756	KENTON TRAN	276.32	D322757	KEIRA LONG	1520.06
D322758	KAREN D BRAME	879.68	D322759	KENNETH L CHISM	1594.46
D322760	JAMES E COLEGROVE	4408.45	D322761	RUSSELL B DRISCOLL	454.18
D322762	MICHAEL FEHER	393.55	D322763	KORY C FERRIN	3146.27
D322764	VICTORIA M FOSTER	1521.10	D322765	VICTORIA A GILL	1532.22
D322766	EFRAIN A JIMENEZ JR	1840.61	D322767	SHAYLEN L MAO	1875.66
D322768	KENNETH E MERRILL	526.01	D322769	PATRICK J MUSCHETTO	1820.50
D322770	AARON T SHIPLEY	1698.06	D322771	CHARLES W STARNES	6863.12
D322772	JOHN J STEPANOVICH	382.17	D322773	PATRICK M THRASHER	522.84
D322774	MICHAEL J VISCOMI	3980.86	D322775	TUONG-VAN NGUYEN VU	1585.78
D322776	ROBERT L BOGUE JR	4502.50	D322777	FLOR DE LIS ELIZONDO	834.99
D322778	GARY E ELKINS	2150.56	D322779	JOHN A FLAWS	2279.92
D322780	JASON S FULTON	1976.90	D322781	JAMES C HOLDER	2716.40
D322782	ROBERT J KIVLER	1193.67	D322783	VICTORIA L LAWTON	2121.30
D322784	EDUARDO C LEIVA	4510.82	D322785	RAQUEL D MATA	947.95
D322786	REBECCA S MEEKS	2276.61	D322787	MICHELLE L OLMSTEAD	1219.79
D322788	DAVID C YOUNG	3227.68	D322789	MARIA A ALCARAZ	1997.47
D322790	CARISSA L BRUNICK	2202.79	D322791	TAMMY L CHAURAN-HAIRGROV	1839.92
D322792	VERONICA FRUTOS	996.91	D322793	DAVID L GEORGE	2203.42
D322794	JENNIFER A GERACI	1787.69	D322795	JOAN L HIGHTOWER	2524.69
D322796	PINKY C HINGCO	2813.57	D322797	SHELBY KEULIAN	1412.03
D322798	ALLYSON T LE	1666.92	D322799	ANGELA LEDESMA	2302.63
D322800	MARIA C MCFARLANE	2418.78	D322801	TRINA T NGUYEN	1687.23
D322802	DEBRA J NICHOLS	2203.06	D322803	DIANA L O'BRIEN	1064.78
D322804	ASHLEY C ROJAS	1610.85	D322805	JENNIFER V ROMBOUGH	1656.76
D322806	KIMBRA S VELLANOWETH	2395.10	D322807	KRISTIN M WEISS	1950.05
D322808	SHANNON M YELENSKY	2083.33	D322809	JENNIFER A DIX	2168.48
D322810	KATHERINE M FRANCISCO	2418.40	D322811	AMANDA B GARNER	2083.23
D322812	ARCHIE GUZMAN	9991.87	D322813	ROBERT D LUX	2752.55
D322814	MELISSA MENDOZA-CAMPOS	2189.85	D322815	MICHAEL A MOSER	5739.15
D322816	BRANDY J PARK	3247.43	D322817	CRISTINA V PAYAN	2036.74
D322818	JENNIFER M RODRIGUEZ	1825.23	D322819	TANYA L SAMOFF	3687.89

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D322820	SUSAN A I SEYMOUR	3121.12	D322821	NICOLE D SHORROW	168.67
D322822	DANNY J SOSEBEE	1631.34	D322823	MARSHA D SPELLMAN	2999.86
D322824	SPENCER T TRAN	1936.48	D322825	SANTA WARDLE	912.86
D322826	CHERYL L WHITNEY	2284.45	D322827	RICHARD A ALVAREZ-BROWN	2342.19
D322828	EVAN S BERESFORD	2390.46	D322829	RAY E BEX	4821.56
D322830	RICHARD O BURILLO	3248.66	D322831	DANIEL A CAMARA	2421.58
D322832	JOHN CASACCIA II	2584.70	D322833	HAN J CHO	3492.81
D322834	SCOTT A COLEMAN	3636.12	D322835	AARON J COOPMAN	3363.20
D322836	RICHARD E DESBIENS	1607.95	D322837	STEPHEN C ESTLOW	12152.51
D322838	MICHAEL D FARLEY	3950.77	D322839	JAMES D FRANKS	3172.66
D322840	PETE GARCIA	1916.93	D322841	STEVEN H HEINE	1200.32
D322842	JOSE D HERRERA	2972.13	D322843	THI A HUYNH	2495.95
D322844	GERALD F JORDAN	3188.73	D322845	JOSEPH L KOLANO	2580.87
D322846	LEA K KOVACS	2786.46	D322847	DAVID LOPEZ	3135.51
D322848	STEVEN W LUKAS	1408.89	D322849	TERRA M RAMIREZ	1944.49
D322850	ORLONZO REYES	4103.33	D322851	PAUL M TESSIER	2440.97
D322852	DENNIS WARDLE	2601.65	D322853	RONALD A DOSCHER	2019.86
D322854	ERIC A QUINTERO	2573.19	D322855	HINA J AHMAD	532.35
D322856	MARY C CERDA	1878.18	D322857	NICOLE L CHUNG	1995.68
D322858	NICHOLAS G FRANC	1720.97	D322859	SUSAN A HOLSTEIN	2345.47
D322860	LIANE Y KWAN	2677.41	D322861	JANY H LEE	3241.44
D322862	SHERRILL A MEAD	2071.26	D322863	CAITLYN M STEPHENSON	1612.84
D322864	LAURA J STOVER	4470.87	D322865	FRANA K CASSIDY	2087.61
D322866	ANNA L GOLD	1597.31	D322867	HIEN Q PHAM	1631.85
D322868	KATRENA J SCHULZE	439.89	D322869	MATTHEW T SWANSON	1217.72
D322870	ANTHONY VALENZUELA	1364.27	D322871	CANDY G WILDER	1808.25
D322872	STEVEN F ANDREWS	1487.87	D322873	TERENCE S CHANG	2123.69
D322874	VERNA L ESPINOZA	1736.11	D322875	CESAR GALLO	2229.14
D322876	CHARLES D KALLIL	1655.88	D322877	GEOFFREY A KLOESS	2695.03
D322878	RACHOT MORAGRAAN	3244.91	D322879	NOEL J PROFFITT	3066.94
D322880	ANAND V RAO	3544.20	D322881	JOSEPH M SCHWARTZ	2275.08
D322882	ROD T VICTORIA	2161.92	D322883	TERREL KEITH WINSTON	3310.42
D322884	POLICE ASSN	15817.25	D322885	GG FIRE FIGHTERS 2005	21690.85
D322886	SO CAL CU	87143.00	D322887	SOUTHLAND CU	8101.94
W2422	GREAT WEST LIFE 457 #340	138865.70	W2423	GREAT WEST LIFE OBRA#340	2427.70
W2424	INTERNAL REVENUE SERVICE	391223.82	W2425	EMPLOYMENT DEVELOPMENT D	110521.37

\*\*\* PAGE TOTAL = 937625.42

TOTAL CHECK PAYMENTS	34	38,688.86
TOTAL DIRECT DEPOSITS	706	1,801,876.01
TOTAL WIRE PAYMENTS	4	643,038.59
GRAND TOTAL PAYMENTS	744	2,483,603.46

Checks #181868 thru #181901, and Direct Deposits #D322182 thru #D322887, and wire #W2422 thru #W2425 presented in the Payroll Register submitted to the Garden Grove City Council 12 DEC 2017, have been audited for accuracy and funds are available for payment thereof.

  
 KINGSLEY C OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
627379	PERMITSOFT, INC.	REV & VOID	-15,000.00 *
631316	INTERNATIONAL COUNCIL OF SHOPPING CENTERS	REV & VOID	-2,400.00 *
632113	CITY OF GARDEN GROVE	REV & VOID	-170.35 *
632599-632600	VOID WARRANTS		
632601	HOME DEPOT CREDIT SERVICES	MOTOR VEH PARTS	147.18
		PAINT/DYE/LUBRICANTS	345.60
		JANITORIAL SUPPLIES	58.10
		ELECTRICAL SUPPLIES	662.63
		PIPES/APPURTENANCES	65.77
		MAINT SUPP-TRAFF SIG	111.76
		OTHER MAINT ITEMS	870.61
		NETWORKING SUPPLIES	47.33
		OFFICE SUPPLIES/EXP	9.56
		GEN PURPOSE TOOLS	792.05
		OTHER MINOR TOOLS/EQ	788.13
		LUMBER	94.32
		WIRE/METALS	248.08
		HARDWARE	369.07
		AGGREGATES/MASONRY	37.71
		OTHER CONST SUPPLIES	421.51
			5,069.41 *
632602	CITY OF GARDEN GROVE	CITY WATER SERVICES	85.46 *
632603	NGUOI VIET DAILY NEWS	ADVERTISING	378.00 *
632604	IRVINE PIPE & SUPPLY INC	PIPES/APPURTENANCES	478.33 *
632605	RUITENSCHILD, LES	EMPL COMPUTER PURCH	2,500.00 *
632606	WILSON, ALLISON	EMPL COMPUTER PURCH	1,121.16 *
632607	ORANGE COUNTY FIRE AUTHORITY	OTHER PROF SERV	75,000.00 *
632608	AMC CPS	DELIVERY SERVICES	9.95
		OTHER CONF/MTG EXP	2,050.00
			2,059.95 *

PAGE TOTAL FOR "\*" LINES = 69,121.96

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632609	BANK OF SACRAMENTO	STREET CONSTR CONT	23,376.06 *
632610	GARDEN GROVE CHAMBER OF COMMERCE	OTHER PROF SERV	4,166.69 *
632611	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	2,266.25 *
632612	ALLISON, WILLIAM	TRAVEL ADVANCE-P.D.	160.00 *
632613	BERMUDEZ, ROBERT	MED TRUST REIMB	385.00 *
632614	C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS	DISABILITY INSURANCE	1,837.50 *
632615	ENTERPRISE RIDESHARE EAN SERVICES, LLC	OTHER RENTALS	3,715.00 *
632616	FREGOSO*, ALICE K	MED TRUST REIMB	285.41 *
632617	KIM, LISA	OTHER CONF/MTG EXP	2,400.00 *
632618	LEE*, JANY H.	MED TRUST REIMB	2,499.90 *
632619	LOERA JR.*, RAFAEL	MED TRUST REIMB	384.98 *
632620	LOWE*, SCOTT T	MED TRUST REIMB	169.81 *
632621	MAGIC JUMP RENTALS OC LLC	OTHER PROF SERV	782.00 *
632622	LEGAL SHIELD	LEGAL	1,297.70 *
632623	STOVER, LAURA	MED TRUST REIMB	1,131.32 *
632624	U.S. BEHAVIORAL HEALTH PLAN, CA	NON-SPEC CONTR SERV	1,677.20 *
632625	VU, TUONG-VAN NGUYEN	TRAVEL ADVANCE-P.D.	216.00 *
632626	WHITNEY, CARL	TRAVEL ADVANCE-P.D.	142.00 *
632627	ASHBY, PAUL	TRAVEL ADVANCE-P.D.	533.28 *
632628	*BROWN, JEFFREY	TRAVEL ADVANCE-P.D.	301.20 *
632629	WIMMER, ROYCE	TRAVEL ADVANCE-P.D.	533.28 *
632630	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	5,966.10 *

PAGE TOTAL FOR "\*" LINES = 54,226.68

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632631	ARCTIC GLACIER U.S.A., INC	OTHER PROF SERV	12,444.05 *
632632	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	25,640.42 *
632633	ELIZABETH PETERSON	OTHER PROF SERV	600.00 *
632634	SIGNATURE CELEBRATIONS, INC.	OTHER REC/CULT SUPP	1,853.30 *
632635	FUN EXPRESS	ADMN/ENTRANCE FEE	1,684.70 *
632636	TARGET CORPORATION MAIL STOP NCB-OIPU	AWARDS/TROPHIES	7,375.00 *
632637	LYNN LAI BITE SIZED CATERING	FACT:CAC EXP	85.50 *
632638	PAYAN, CRISTINA	MED TRUST REIMB DEP CARE REIMB	260.48 1,483.44 1,743.92 *
632639	SRPSTC	TUITION/TRAINING	289.00 *
632640	DEMAURIO THOMAS	FOOD	810.00 *
632641	TRAIN PARTY EXPRESS	OTHER PROF SERV	1,250.00 *
632642	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	145.75 *
632643	i.i. FUELS, INC	MV GAS/DIESEL FUEL	46,253.81 *
632644	SAFEWAY INC	OTHER FOOD ITEMS	97.51 *
632645	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	31.50 *
632646	CITIBANK %CITIGROUP	OTHER PROF SERV L/S/A TRANSPORTATION LODGING OTHER CONF/MTG EXP TUITION/TRAINING	66.00 48.98 3,985.23 150.04 2,216.20 6,466.45 *
632647	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	2,782.29 *

PAGE TOTAL FOR "\*" LINES = 109,553.20



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632648	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	INTEREST COSTS LONG TERM DEBT PROPERTY TAXES	295.00 5,024.72 412.28 5,732.00 *
632649	ALAN'S LAWN AND GARDEN CENTER INC.	OTHER MAINT ITEMS	562.99 *
632650	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	20,532.60 *
632651	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	5,020.55 *
632652	RUSSELL SIGLER INC.	AIR COND SUPPLIES	562.70 *
632653	CDW-GOVERNMENT INC	SOFTWARE	376.00 *
632654	CSG CONSULTANTS, INC.	OTHER PROF SERV	59,155.00 *
632655	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	1,994.46 *
632656	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	5,243.00 *
632657	CAMERON WELDING SUPPLY	FACT:PROGRAM EXP OTHER MAINT ITEMS	19.70 43.10 62.80 *
632658	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	360.00 *
632659	CLASSIC PRESS	WHSE INVENTORY	592.63 *
632660	SUPPLYWORKS	WHSE INVENTORY	1,982.60 *
632661	CLEANSTREET	STREET SWEEPING SERV OTHER PROF SERV	140.00 5,559.00 5,699.00 *
632662	COASTLINE EQUIPMENT	MOTOR VEH PARTS MOTOR VEHICLE REPL	1,043.75 50,876.32 51,920.07 *
632663	COMLOCK SECURITY GROUP COMMERCIAL LOCK & SECURITY	OFFICE SUPPLIES/EXP	282.84 *
632664	CORA CONSTRUCTORS, INC.	WTR/SWR CONST CONTR	26,192.00 *

PAGE TOTAL FOR "\*" LINES = 186,271.24

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632665	COSTCO C/O CAPITAL ONE COMMERCIAL	FACT: PROGRAM EXP FOOD FOOD SERV SUPPL BOTTLED WATER OTHER FOOD ITEMS OFFICE SUPPLIES/EXP OTHER REC/CULT SUPP	104.29 722.28 146.49 80.39 612.95 60.45 26.92 1,753.77 *
632666	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	4,505.60 *
632667	L.N.CURTIS & SONS	SAFETY EQUIP	346.88 *
632668	DIAMOND ENVIRONMENTAL SERVICES	OTHER RENTALS MAINT-SERV CONTRACTS NON-SPEC CONTR SERV	811.17 342.56 108.93 1,262.66 *
632669	DOOLEY ENTERPRISES, INC.	GUNS/AMMUNITION	15,604.89 *
632670	ENTERPRISE FLEET MGMT INC CUSTOMER BILLINGS	VEHICLE OP LEASE	5,823.15 *
632671	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	808.06 *
632672	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	1,312.00 *
632673	FEDERAL EXPRESS CORP	DELIVERY SERVICES OTHER PROF SERV	55.07 23.28 78.35 *
632674	FORD OF ORANGE	MOTOR VEH PARTS	406.19 *
632675	FRYE SIGN CO	SIGNS/FLAGS/BANNERS	422.38 *
632676	MONTROSE ENVIRONMENTAL GROUP ES ENGINEERING SERVICES	OTHER PROF SERV	1,888.00 *
632677	GANAHL LUMBER COMPANY	OTHER MINOR TOOLS/EQ LUMBER	278.77 143.59 422.36 *
632678	GARDEN GROVE SECURED STORAGE	LAND/BLDG/ROOM RENT	240.00 *
632679	J. GARDNER & ASSOCIATES, LLC	PINS/MEMENTOS	992.81 *

PAGE TOTAL FOR "\*" LINES = 35,867.10

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632680	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	862.00 *
632681	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	2,333.50 *
632682	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS HARDWARE	47.10 120.98 168.08 *
632683	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS OTHER MINOR TOOLS/EQ	84.00 687.62 771.62 *
632684	HOTSY OF SOUTHERN CALIFORNIA	REPAIRS-FURN/MACH/EQ	125.00 *
632685	APPLE ONE EMPLOYMENT SVS	TEMP AIDE SERVICES	10,968.17 *
632686	INTOXIMETERS	OTHER PROF SUPPLIES	141.93 *
632687	RUSS BASSETT CORP	NETWORKING SUPPLIES	269.87 *
632688	JAY'S CATERING	FOOD	222.00 *
632689	KELLY PAPER	WHSE INVENTORY	2,978.80 *
632690	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	220.06 *
632691	L-3 COMMUNICATIONS MOBILE-VISION, INC	MOTOR VEH PARTS	252.14 *
632692	LANGUAGE LINE SERVICES	TELEPHONE	203.04 *
632693	ASSN OF CALIFORNIA CITIES ORANGE COUNTY	DUES/MEMBERSHIPS	29,902.37 *
632694	LEON'S TRANSMISSION SERVICES INC	REPAIRS-FURN/MACH/EQ	2,266.28 *
632695	LIFECOM SAFETY SERVICE & SUPPLY	SAFETY EQ/SUPPLIES	149.78 *
632696	MASTER LANDSCAPE & MAINTENANCE	NON-SPEC CONTR SERV	9,021.99 *
632697	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	1,051.44 *
632698	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	1,757.73 *
632699	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	2,087.26 *

PAGE TOTAL FOR "\*" LINES = 65,753.06

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632700	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	429.59 *
632701	ORANGE COUNTY FIRE PROTECTION	MAINT-SERV CONTRACTS	165.32 *
632702	ORANGE COUNTY WATER DISTRICT	WTR PUMPING-OCWD	94,117.50 *
632703	PARKHOUSE TIRE INC	WHSE INVENTORY	668.03 *
632704	PERMITSOFT, INC.	OTHER PROF SERV	15,000.00 *
632705	PEST OPTIONS, INC.	MAINT-SERV CONTRACTS	917.25 *
632706	PRIME&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	2,145.00 *
632707	PRIME TRUCK TIRE SERVICE	MOTOR VEHICLE MAINT	450.00 *
632708	PRO-FORCE LAW ENFORCEMENT	UNIFORMS	843.09 *
632709	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	620.00 *
632710	RED WING SHOE STORE	SAFETY EQ/SUPPLIES	240.00 *
632711	PROACTIVE WORK HEALTH SERVICES	MEDICAL SERVICES	1,350.00 *
632712	DATA TICKET, INC	OTHER PROF SERV	154.00 *
632713	NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS	REPAIRS-FURN/MACH/EQ MOTOR VEHICLE MAINT	995.00 2,490.00 3,485.00 *
632714	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	189.00 *
632715	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TECH)	MAINT-SERV CONTRACTS	14,915.85 *
632716	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	193.31 *
632717	SOAPTRONIC LLC	WHSE INVENTORY	244.40 *
632718	SOUTH COAST A.Q.M.D	PERMITS/OTHER FEES	380.76 *
632719	SPARKLETTES	BOTTLED WATER	150.70 *
632720	SUNBELT RENTALS	HEAVY EQUIP RENTAL	734.27 *

PAGE TOTAL FOR "\*" LINES = 137,393.07

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632721	TOMAHAWK LIVE TRAP LLC	CANINE EXPENSES	481.75 *
632722	THOMAS HOUSE TEMPORARY SHELTER	OTHER PROF SERV	4,368.23 *
632723	THOMSON REUTERS- WEST	DUES/MEMBERSHIPS	535.00 *
632724	TIME WARNER CABLE	CABLE TV SERVICE	365.73 *
632725	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	180.00 *
632726	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS OTHER MAINT ITEMS	436.97 37.54 474.51 *
632727	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	423.49 *
632728	TYCO FIRE&SECURITY(US) MGMT, INC DBA TYCO INTEGRATED SEC., LLC	MAINT-SERV CONTRACTS	579.27 *
632729	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	WHSE INVENTORY	253.76 *
632730	U.S. ARMOR CORP.	UNIFORMS	4,351.34 *
632731	UNIFIRST CORP	LAUNDRY SERVICES	935.49 *
632732	UNITED PARCEL SERVICE	DELIVERY SERVICES	183.22 *
632733	VOLVO CONSTRUCTION EQUIPMENT VOLVO AB	MOTOR VEH PARTS	2,131.99 *
632734	ILLUMINATION FOUNDATION	OTHER PROF SERV	110.49 *
632735	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	8,164.59 *
632736	GRAINGER	JANITORIAL SUPPLIES ELECTRICAL SUPPLIES SAFETY EQ/SUPPLIES OTHER MINOR TOOLS/EQ	97.40 126.28 89.08 269.92 582.68 *
632737	WALTERS WHOLESALE ELECTRIC	HARDWARE	54.18 *
632738	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	154.70 *
632739	WAXIE SANITARY SUPPLY	WHSE INVENTORY	4,008.16 *

PAGE TOTAL FOR "\*" LINES = 28,338.58

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632740	WESTATES MARKING DEVICES & RUBBER STAMP MFG.	OFFICE SUPPLIES/EXP	56.25 *
632741	FERGUSON ENTERPRISES, INC	ELECTRICAL SUPPLIES PIPES/APPURTENANCES	11.18 834.24 845.42 *
632742	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	607.39 *
632743	CITY OF WESTMINSTER	PISTOL RANGE RENTAL	1,800.00 *
632744	WILLIAMS & MAHER INC	MAINT-SERV CONTRACTS	498.28 *
632745	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES OTHER PROF SERV	89,295.61 2,400.00 91,695.61 *
632746	NICK FRANC	MILEAGE REIMB	24.02 *
632747	DTNTech MARKETING	OTHER PROF SERV	665.90 *
632748	ASSOCIATED SOILS ENGINEERING, INC.	ENGINEERING SERVICES	6,705.00 *
632749	AGUINAGA GREEN	OTHER AGR SUPPLIES	517.20 *
632750	OTC BRANDS, INC ORIENTAL TRADING	FACT:YTH ENRCH	56.37 *
632751	POSITIVE PROMOTIONS, INC.	PINS/MEMENTOS	908.01 *
632752	TIM HOGAN GRAPHICS	OTHER PROF SERV	2,155.00 *
632753	BRUCE HALL LAND SURVEYOR, INC	ENGINEERING SERVICES	9,950.00 *
632754	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	159.63 *
632755	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	1,079.76 *
632756	KYA SERVICES LLC	PROJECT REAPPROP	13,273.61 *
632757	PLAY & PARK STRUCTURES A PLAYCORE CO.	HARDWARE	365.40 *
632758	DIEMERT, RON	SAFETY EQ/SUPPLIES	75.40 *
632759	AXCES INDUSTRIAL SUPPLY INC.	WHSE INVENTORY	743.48 *

PAGE TOTAL FOR "\*" LINES = 132,181.73

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632760	LEYVA, RAUL	SAFETY EQ/SUPPLIES	240.00 *
632761	ADVANCED CAR CARE INC	WHSE INVENTORY	1,920.00 *
632762	O'REILLY AUTO PARTS	MOTOR VEH PARTS	911.61 *
632763	AECOM ATTN: NADER NADERI	OTHER PROF SERV	3,022.50 *
632764	LEXISNEXIS RISK SOLUTIONS	BOOKS/SUBS/CASSETTES	530.15 *
632765	COSTAR GROUP, INC.	OTHER PROF SERV	450.77 *
632766	CAMFIL, USA INC.	OTHER MAINT ITEMS	282.26 *
632767	ANAHEIM FENCE CO.	OTHER PROF SERV	1,674.00 *
632768	DAVID DENT	TUITION/TRAINING	300.00 *
632769	KAYE'S KITCHEN	FOOD	110.00 *
632770	EPOWER NETWORK, INC	OTHER PROF SUPPLIES	1,853.24 *
632771	COALITION OF O.C. COMM CLINIC	DEPOSIT REFUNDS ROOM FEE REFUND	500.00 -30.00 470.00 *
632772	HOIST SERVICE INC.	MOTOR VEHICLE MAINT	300.00 *
632773	DUNHAM, JEANNE K. DBA JEANNE K. JONES-DUNHAM	FaCT:CMT SUPVSOR	7,740.00 *
632774	BATTERY SYSTEMS INC.	MOTOR VEH PARTS	1,775.26 *
632775	LABSOURCE, INC.	WHSE INVENTORY	3,496.00 *
632776	MENDEZ, RIGOBERTO	SAFETY EQ/SUPPLIES	240.00 *
632777	PAGE, ANTHONY	TUITION/TRAINING	1,350.00 *
632778	SOCAL SALES & MARKETING	OTHER MOTOR VEH SUPP	301.80 *
632779	DEPARTMENT OF JUSTICE	LIFESCAN FEE-DOJ	774.00 *
632780	FAIRBANK, MASLIN, MAULLIN, METZ, & ASSOC. INC.	OTHER PROF SERV	18,750.00 *

PAGE TOTAL FOR "\*" LINES = 46,491.59

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632781	MARK BEDOR	OTHER PROF SERV	180.00 *
632782	PROPERTY SPECIALISTS, INC. DBA CPSI	PROPERTY ACQ SERV	4,854.94 *
632783	DAVID EVANS & ASSOCIATES, INC.	ENGINEERING SERVICES	12,959.00 *
632784	FAIR HOUSING FOUNDATION	OTHER PROF SERV	3,220.83 *
632785	YO-FIRE SUPPLIES	PIPES/APPUTENANCES	1,988.23 *
632786	THE GEO GROUP, INC.	JAILER SERVICES	45,497.33 *
632787	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	100.00 *
632788	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	26,208.16 *
632789	EVIDENT CRIME SCENE PRODUCTS	MEDICAL SUPPLIES	145.00 *
632790	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	5,445.20 *
632791	CALL ONE, INC.	PROJECT REAPPROP	1,982.60 *
632792	CORNERSTONE COMMUNICATIONS, INC.	COMMUNITY RELATIONS	4,000.00 *
632793	INFOSEND, INC.	POSTAGE PRINTING OTHER PROF SERV PAPER/ENVELOPES	5,911.53 2,380.19 759.30 760.45 9,811.47 *
632794	CALIFORNIA BUILDING OFFICIALS	ADVERTISING TUITION/TRAINING	165.00 3,315.00 3,480.00 *
632795	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ	694.99 *
632796	DATABLAZE LIGHTING UP WIRELESS DATA	OTHER PROF SERV	79.90 *
632797	NICHOLS CONSULTING ENGINEERS, CHTD	OTHER PROF SERV	12,425.00 *
632798	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	53.22 *
632799	OCC BUILDERS INC ATTN: SHAUWKI HAASEN	BLDGS/IMPROVEMENTS	17,480.00 *

PAGE TOTAL FOR "\*" LINES = 150,605.87



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632800	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	900.00 *
632801	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	NETWORKING SERVICES	1,115.00
		OTHER PROF SERV	6,523.00
		FORENSIC SERV	43,762.75
			51,400.75 *
632802	CMRTA & J.MCGIRR CITY OF MENLO PRK	DUES/MEMBERSHIPS	100.00 *
632803	MurCal, INC.	OTHER MAINT ITEMS	643.63 *
632804	NEWHOPE BUSINESS PARK	LAND/BLDG/ROOM RENT	20,868.00 *
632805	AMERICAN PACIFIC PLASTIC FABRICATORS, INC.	HSHLD EQUIP/SUPPLIES	4,797.39 *
632806	HALFMOON EDUCATION INC.	TUITION/TRAINING	777.00 *
632807	YVES CLERMONT	TUITION/TRAINING	1,350.00 *
632808	LORENA SOULES	TUITION/TRAINING	500.00 *
632809	MICHAEL SANTOS	CELL PHONE/BEEPER	167.11 *
632810	ALICIA HOFER	CELL PHONE/BEEPER	84.30 *
632811	SONIA DAISY SALGADO	DEPOSIT REFUNDS	1,000.00 *
632812	KIT COLLECTORS INTERNATIONAL	DEPOSIT REFUNDS	500.00 *
632813	MICHAEL FONOTI	DEPOSIT REFUNDS	250.00 *
632814	ELIZABETH GARRIDO	DEPOSIT REFUNDS	500.00 *
632815	LBD & ASSOCIATES	DEPOSIT REFUNDS	500.00 *
632816	SCOTT BELANGER	DEPOSIT REFUNDS	500.00
		RECREATION REFUND	-50.00
			450.00 *
632817	JUAN PAVIA	DEPOSIT REFUNDS	500.00 *
632818	MONICA OROZCO MARTINEZ	DEPOSIT REFUNDS	1,000.00 *

PAGE TOTAL FOR "\*" LINES = 86,288.18

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632819	THACH DUONG	CITATION DIST	158.00 *
632820	KAPAN-KENT CO, INC.	OFFICE SUPPLIES/EXP	733.22 *
632821	GUSTAVO GOMEZ	GRAFFITI REWARDS	100.00 *
632822	NATIONAL STORMWATER CENTER	TUITION/TRAINING	1,548.00 *
632823	SICSKO, SHARI	WATER CLOSING BILL REFUND	51.09 *
632824	ARBALLO, STACEY	WATER CLOSING BILL REFUND	31.49 *
632825	BOGGAN, CHARLES	WATER CLOSING BILL REFUND	70.00 *
632826	TRAN, DUYN-AN	WATER CLOSING BILL REFUND	57.14 *
632827	GAVIN, MICHAEL	WATER CLOSING BILL REFUND	58.14 *
632828	STROPLE, ALISSA	WATER CLOSING BILL REFUND	45.84 *
632829	TRAN, MAI HOA	WATER CLOSING BILL REFUND	31.71 *
632830	GONZALEZ, EDWIN	WATER CLOSING BILL REFUND	72.61 *
632831	KIM, KUN	WATER CLOSING BILL REFUND	53.33 *
632832	LE, THOMAS & ELISA	WATER CLOSING BILL REFUND	26.32 *
632833	LEISINK, HENK	WATER CLOSING BILL REFUND	47.64 *
632834	GRIFFITHS, KERI	WATER CLOSING BILL REFUND	23.36 *
632835	BARTON, RICHARD	WATER CLOSING BILL REFUND	33.23 *
632836	CHICK, PHILIP	WATER CLOSING BILL REFUND	8.53 *
632837	PACIFIC CITY PROPERTIES	WATER CLOSING BILL REFUND	28.97 *
632838	BARRANTES, BETZAIDA	WATER CLOSING BILL REFUND	16.52 *
632839	NGO, TUYET HUONG	WATER CLOSING BILL REFUND	55.30 *
632840	INTON, RENATO	WATER CLOSING BILL REFUND	29.98 *

PAGE TOTAL FOR "\*" LINES = 3,280.42

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632841	WISE, KENNETH A	WATER CLOSING BILL REFUND	55.38 *
632842	NGUYEN, VINCE	WATER CLOSING BILL REFUND	186.06 *
632843	VO, TIN	WATER CLOSING BILL REFUND	11.35 *
632844	PHAM, BAC H	WATER CLOSING BILL REFUND	32.07 *
632845	PHAM, KEN	WATER CLOSING BILL REFUND	58.02 *
632846	PERKINS, THOMAS H	WATER CLOSING BILL REFUND	384.51 *
632847	GALLERY PROPERTY MANAGEMENT	WATER CLOSING BILL REFUND	19.87 *
632848	NGUYEN, HOANG	WATER CLOSING BILL REFUND	21.27 *
632849	STEWART, MICHAEL	WATER CLOSING BILL REFUND	40.55 *
632850	TRAN, KEN	WATER CLOSING BILL REFUND	63.10 *
632851	TRAN, LYNN T	WATER CLOSING BILL REFUND	58.29 *
632852	TRAN, TAI	WATER CLOSING BILL REFUND	26.45 *
632853	AFZAL, AZIZ	WATER CLOSING BILL REFUND	19.32 *
632854	CAO, DUNG	WATER CLOSING BILL REFUND	41.01 *
632855	PADILLA, MARITZA	WATER CLOSING BILL REFUND	55.22 *
632856	HAND TO HAND AUTO CENTER	WATER CLOSING BILL REFUND	16.24 *
632857	LE, KIM	WATER CLOSING BILL REFUND	13.08 *
632858	JAIN, PRABHAKAR	WATER CLOSING BILL REFUND	3.84 *
632859	LE, TIFFANY	WATER CLOSING BILL REFUND	36.95 *
632860	PHAN, UYEN	WATER CLOSING BILL REFUND	2.09 *
632861	NGUYEN, LAURA	WATER CLOSING BILL REFUND	61.55 *
632862	TON, TRI T	WATER CLOSING BILL REFUND	59.31 *

PAGE TOTAL FOR "\*" LINES = 1,265.53

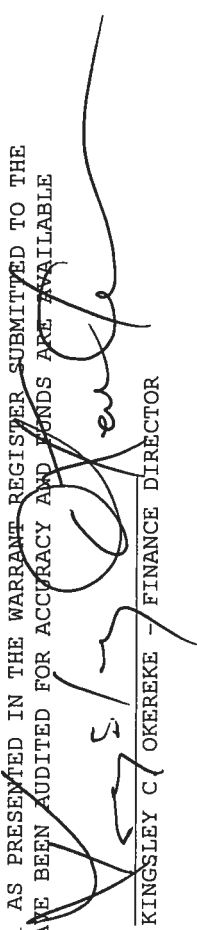
## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/12/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
632863	HUNH, VAN	WATER CLOSING BILL REFUND	1.48 *
632864	HO, ANTHONY	WATER CLOSING BILL REFUND	1.48 *
632865	GOLDINGER, LAUREN	WATER CLOSING BILL REFUND	3.35 *
632866	ORANGE COUNTY SALES	WATER CLOSING BILL REFUND	75.68 *
632867	LE, BEN	WATER CLOSING BILL REFUND	43.32 *
632868	LE, JOHN & CHAU, MOCLAN	WATER CLOSING BILL REFUND	65.45 *
632869	FELIX, JOSEPH	WATER CLOSING BILL REFUND	43.32 *
632870	GIANG, CHINH QUOC	WATER CLOSING BILL REFUND	5.92 *
632871	GONZALEZ, ANA L	WATER CLOSING BILL REFUND	120.84 *
632872	LINDA ROGERS-TRUSTEE CORNELISON	WATER CLOSING BILL REFUND	45.14 *
632873	VO, CUONG B GALERIA PASEOS MALL	RENT SUBSIDY	458.00 *
632874	MY MONTECITO	RENT SUBSIDY	233.00 *
W2030	DELTA CARE USA	SELF-INS ADMN	7,981.45 *
W2031	BODELL BOVE, LLC	LEGAL FEES	4,000.00 *

PAGE TOTAL FOR "\*" LINES = 13,078.43

FINAL TOTAL 1,119,716.64 \*

DEMANDS #632599 - 632874 AND WIRES W2030 - W2031 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL DECEMBER 12, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



KINGSLEY C OKEREKE - FINANCE DIRECTOR

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Acceptance of Fiscal Year 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER). ( <i>Action Item</i> )	Date:	12/12/2017

---

**OBJECTIVE**

To request that the City Council conduct a Public Hearing regarding the City's Fiscal Year 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER), which will then be submitted to the U.S. Department of Housing and Urban Development (HUD).

**BACKGROUND**

Title I of the National Affordable Housing Act of 1990 requires jurisdictions that receive Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and/or Emergency Service Grant (ESG) funding to assess the activities implemented during its previous program year through an annual CAPER.

**DISCUSSION**

This CAPER explains how the City of Garden Grove carried out its housing and development strategies and projects using HUD funds over the period of July 1, 2016 through June 30, 2017. The CAPER provides narrative descriptions and financial information on specific activities, and evaluates Garden Grove's progress toward the housing and community priority needs and objectives stated in the City's 5-Year Consolidated Plan.

During 2016-17, the City utilized its resources to expand or preserve affordable housing opportunities, support job creation and economic development and assist special needs groups such as senior citizens, homeless and at-risk for homeless persons. Highlights of 2016-17 performance include:

- Assisted 345 individuals and/or households with fair housing services;
- Assisted 1,141 seniors with services and meal delivery;

- Reduction of crime in gang activity hot spots in low- and moderate-income areas;
- Constructed 47 affordable units for low-income seniors and families;
- Assisted four low-income households with rental assistance in the form of Tenant Based Rental Assistance; and
- Provided homeless prevention and rapid rehousing services to 26 families and overnight shelters to help 252 homeless residents.

HUD requires local jurisdictions to make the CAPER available to the public for examination and comment for at least 15 days. A public notice was published in English, Spanish and Vietnamese advertising the public comment period which began on November 27, 2017 and will conclude with the Public Hearing before City Council. The Neighborhood Improvement and Conservation Commission held a meeting on December 4, 2017 to accept public comments.

### FINANCIAL IMPACT

The CAPER reports accomplishments using \$4 million of CDBG, HOME, and ESG funds during Fiscal Year 2015-16 in accordance with the 2015-16 Action Plan previously approved by City Council. Expenditures enabled the City to provide a higher level of services to its low/moderate-income residents and neighborhoods.

### RECOMMENDATION

It is recommended that the City Council:

- Hold a Public Hearing to hear and issue comments concerning Fiscal Year 2016-17 CAPER; and
- Accept the report and direct its transmission to HUD.

By: Allison Wilson  
Neighborhood Improvement Manager

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
2016-17 CAPER Draft	11/27/2017	Backup Material	Caper_Final_Draft-2016_Dec_12_2017.pdf

**CITY OF GARDEN GROVE**

**PROGRAM YEAR 2016**

**CONSOLIDATED ANNUAL PERFORMANCE  
AND EVALUATION REPORT (CAPER)**

**Projects and Activities Assisted by Housing and Urban Development  
Department Funds**

**July 1, 2016 through June 30, 2017**

**DRAFT  
Available for Public Review  
November 27, 2017 through December 12, 2017**

**Prepared by City of Garden Grove  
Community and Economic Development Department**

**CITY OF GARDEN GROVE  
2016-17**

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## **Attachments**

Attachment 1: Public Notices and Comments

Attachment 2: FY 2016-2017 Action Plan Project Locations Map

Attachment 3: eCart 2016 Narrative

Attachment 4: ESG Recipients

Attachment 5: PR26 CDBG Financial Report Summary



## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Fiscal Year (FY) 2016 Consolidated Annual Performance Evaluation Report (CAPER) captures the expenditures, accomplishments, and progress made on the strategies and goals outlined in the approved FY 2015-2020 Consolidated Plan for HUD Programs (Con Plan).

The CAPER outlines achievements in affordable housing, homeless services, and community development programs. The City of Garden Grove's HUD Programs include:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Emergency Solutions Grants (ESG)

The FY 2016 CAPER covers the time period starting July 1, 2016 to June 30, 2017 and is the second annual report of the Con Plan period. It also includes activities funded in previous fiscal years with accomplishments reported during FY 2016.

The City of Garden Grove has partnered with the Garden Grove Housing Authority and 7 non-profit service providers.

The Con Plan included the following high priority Goals that are the basis for the activities previously approved in the FY 2016 Action Plan:

1. Increase, improve and preserve affordable housing.
2. Promote new construction of affordable housing.
3. Provide rental assistance to alleviate cost burden.
4. Promote equal access to housing.
5. Promote programs to meet homeless needs.
6. Preserve and improve existing supportive services.
7. Address public facilities/infrastructure needs.
8. Promote economic development and employment.
9. Provide for necessary planning and administration.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Address the Needs of Homeless and Those At-Risk	Homeless	ESG: \$	Homeless Person Overnight Shelter	Persons Assisted	2500	870	34.80%	250	252	100.80%
Address the Needs of Homeless and Those At-Risk	Homeless	ESG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0	0	0	0	0
Address the Needs of Homeless and Those At-Risk	Homeless	ESG: \$	Homelessness Prevention	Persons Assisted	0	0	0	15	19	126.67%
Address the Needs of Homeless and Those At-Risk	Homeless	ESG: \$	Housing for Homeless added	Household Housing Unit	0	0	0	0	0	0

Promote Economic Development and Employment	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	1200	0	0.00%			
Promote Equal Access to Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	2500	1995	79.80%	528	345	65.34%
Provide Community Services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3000	2368	78.93%	790	1141	144.00%
Provide Community Services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Other	Other	7500	3054	40.72%	1502	2036	136.00%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	50	47	94.00%	10	47	470.00%

Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	50	0	0.00%	10	0	0.00%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	42	1	2.38%	18	1	5.56%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	20	53	265.00%	20	4	20.00%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	1000	233	23.30%			

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

As mentioned previously, the City's Consolidated Plan's Goals are all high priorities and are used as the basis for the budgetary priorities that were outlined in the Consolidated Plan:

1. Increase, improve and preserve affordable housing.
2. Promote new construction of affordable housing.
3. Provide rental assistance to alleviate cost burden.
4. Promote equal access to housing.
5. Promote programs to meet homeless needs.
6. Preserve and improve existing supportive services.
7. Address public facilities/infrastructure needs.
8. Promote economic development and employment.
9. Provide for necessary planning and administration.

During 2016-17, the City allocated resources to meet the priority needs. Priority community needs undertaken during the report period included the annual repayment towards our Section 108 loan, which has generated 1200 jobs through economic development. Also using CDBG funds, the City improved neighborhoods through refocusing gang suppression and intervention activities on cafes/cyber cafes and within the low- and moderate-income areas. Through CDBG-funded public services including the City's Senior Center and the senior home meal delivery program, the City assisted 1,141 individuals directly. The City further served 77,400 residents of low- and moderate- income neighborhoods on an area-wide basis through the gang suppression unit.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	ESG
White	257	9	735
Black or African American	13	0	192
Asian	75	6	80
American Indian or American Native	0	0	281
Native Hawaiian or Other Pacific Islander	0	0	16
<b>Total</b>	<b>345</b>	<b>15</b>	<b>1,304</b>
Hispanic	161	6	460
Not Hispanic	184	9	917

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

The City of Garden Grove identifies priority needs and offers services and programs to eligible households regardless of race or ethnicity. This table is generated by HUD CAPER template and the information reported reflects demographic information provided by participants in the HUD reporting system.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,995,942	1,832,809
HOME	HOME	1,830,965	543,490
HOPWA	HOPWA		
ESG	ESG	174,448	174,448
Other	Other		

Table 3 - Resources Made Available

### Narrative

The CDBG resources available in FY2016 include carryover funds. During 2016, the City expended \$543,490 in HOME funds on eligible program and administrative activities. HOME funded activities in FY 2016 included rental housing and new construction projects.

### Identify the geographic distribution and location of investments

#### Narrative

Consistent with HUD goals for the CDBG, HOME, and ESG programs, the City utilized these funds for the benefit of low- and moderate- income residents and neighborhoods.

Some activities, notably gang suppression unit activities, were planned and performed to benefit the City's low- and moderate- income neighborhoods on an eligible area basis. Those neighborhoods are defined by CDBG regulations as census tracts or block groups where at least 51% of households are low- and moderate-income. The attached FY 2016-17 Action Plan Project Locations map shows the location of completed projects with specific addresses. Some other programs were made available to individuals from low- or moderate-income households throughout the community, regardless of their place of residence, such as meal delivery to frail homebound seniors, Senior Center services, homeless prevention and intervention.

Funding for acquisition or construction of properties for affordable housing may be made anywhere in the City, provided there is an agreement to make a specified number or share of the units available to income-eligible residents for the required period of time.

During program year 2016-17, HOME funding was made available for new construction of properties for affordable housing. During this program year, with the assistance of HOME funds, Jamboree Housing completed construction of 47 senior and family affordable rental units.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City implemented activities and utilized CDBG funds consistent with the 2016-17 Annual Action Plan. The City secured and utilized HUD and leveraged funding consistently with that resource allocation plan. Throughout 2016-17, the City did not take any actions that hindered the implementation of the Consolidated Plan or Action Plan.

Sub-recipients for FY 2016 CDBG funds were required to detail all secured and unsecured funding sources in the proposals. Each agency was asked to identify all project funding sources at the time of contract execution and again at project close out.

The HOME program requires a 25% match for each HOME dollar invested and excess match may be credited for use in future years. The total match credit arising from affordable housing bond proceeds may not constitute more than 25% of a PJ's total annual contribution toward its match obligation. Match credits in excess of 25% of a PJ's total annual match obligation may be carried over to subsequent fiscal years and be applied to future years' obligations. In March 1996, the City completed a HOME-eligible affordable housing project that was bond financed, and that exceeded the annual total match obligation of 25%. During FY 2016, the City completed the Wesley Village affordable housing project, which had a total development cost of \$11.84M. The new construction project added 46 units to its affordable housing stock with a HOME fund contribution of \$2.01M, which represents a leveraging ratio of 5.89/1.

The ESG program requires a 100% match.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	2,379,121
2. Match contributed during current Federal fiscal year	26,590
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	2,405,711
4. Match liability for current Federal fiscal year	106,361
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	2,299,350

**Table 4 – Fiscal Year Summary - HOME Match Report**



Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
16/01/NON	03/28/1996	0	0	0	0	0	26,590	26,590

Table 5 – Match Contribution for the Federal Fiscal Year

## HOME MBE/WBE Report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
9,450	33,068	1,621	0	40,897

Table 6 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	12,684,767	0	0	0	0	12,684,767
Number	1	0	0	0	0	1
Sub-Contracts						
Number	39	0	0	1	5	33
Dollar Amount	10,450,778	0	0	8,274	1,806,883	8,635,622
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	12,684,767	0	12,684,767			
Number	1	0	1			
Sub-Contracts						
Number	4	4	0			
Dollar Amount	1,841,221	1,841,221	0			

**Table 7 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	<b>Total</b>	<b>Minority Property Owners</b>				<b>White Non-Hispanic</b>
		<b>Alaskan Native or American Indian</b>	<b>Asian or Pacific Islander</b>	<b>Black Non-Hispanic</b>	<b>Hispanic</b>	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 8 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition</b> – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 9 – Relocation and Real Property Acquisition**

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	58	52
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>58</b>	<b>52</b>

Table 10 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	20	4
Number of households supported through The Production of New Units	10	47
Number of households supported through Rehab of Existing Units	18	1
Number of households supported through Acquisition of Existing Units	10	0
<b>Total</b>	<b>58</b>	<b>52</b>

Table 11 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

During FY 2016, the City entered into an affordable housing agreement with Mariman and Co. for the acquisition and rehabilitation of 77 units of affordable housing at Sycamore Court. The accomplishments of the project will be included in the FY 2017 CAPER.

During FY 2016, the City began its Senior Grant Program. However, only one housing unit was completed. 15 units are currently underway and the accomplishments will be reported in the FY 2017 CAPER.

**Discuss how these outcomes will impact future annual action plans.**

The completion of the Wesley Village multi-family affordable housing project exceeded the amount of new affordable units contemplated in the Action Plan. When the Sycamore Court project is complete, we will exceed the amount of rehabilitation of existing units contemplated in the Consolidated Plan.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	0	0
Low-income	1	15
Moderate-income	0	0
<b>Total</b>	<b>1</b>	<b>15</b>

**Table 12 – Number of Households Served**

**Narrative Information**

The Wesley Village affordable housing project provided a total of 13 units of affordable housing to very-low income families and 33 units of affordable housing to low-income families. 11 of these units are designated as HOME units. The breakdown of affordability of those units is reflected above. The number of Households Served also reflects the families who participated in the Senior Grant Program and Tenant Based Rental Assistance.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

During the FY16-17, the City of Garden Grove was awarded \$174,448 in Emergency Solution Grants (ESG) funds to assist in addressing the issues of homelessness throughout the City. The funds were made available to various service providers offering different types of eligible homeless programs. The services included emergency shelters, essential services, homeless prevention, and homeless outreach.

The City of Garden Grove did not fund a street outreach program using direct Emergency Solution Grant funding. City staff focused the majority of resources to help service providers maintain emergency shelter operations for homeless individuals and families, provide essential services such as case management and career counseling, and support homeless prevention programs through rapid rehousing and transitional housing.

Nonetheless, the City did provide \$40,000 in funding to Interval House Crisis Shelter for emergency shelter and essential services, which included community outreach and education programs to individuals at risk of domestic violence. With the Garden Grove ESG funding for emergency shelter, Interval House was able to free up their nonfederal resources to provide homeless outreach services, homeless prevention education, and domestic violence safety outreach to the population at risk of homelessness, which included 1232 individuals in Garden Grove.

The City of Garden Grove Police Department's Special Resource Team (SRT), funded through the City's general fund, also implemented street outreach programs for the homeless. The SRT focused on providing resources to help reduce the number of homeless individuals as well as reducing the police responses involving the homeless and mentally ill. The Police Department also partnered up with Orange County Mental Health agencies to provide resource and assistance to homeless individuals that the SRT encounters. Other efforts by the SRT included relocating homeless occupants living in dangerous flood control channels. During the outreach and relocation process, the Department and its partnered agencies also provided resource assistance such as rehab, shelters, career counseling, food pantries, and mental health services to the homeless.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Of the \$174,448 of ESG funds, the City allocated \$100,000 for emergency shelter operations, which included transitional housing, and \$45,864.00 for rapid rehousing programs. These funds were distributed amongst 4 organizations, providing different levels of homeless/client programs including chronically homeless services, domestic violence, winter armory, child care, and rental assistance.

In FY2016, 51 homeless residents received transitional housing through shelter programs from Thomas House Temporary Shelter, a subrecipient of the City's ESG funds. The residents received shelter and supportive services, such as childcare, counseling and transportation. The program also focused on self-sufficiency and prepared homeless residents for a transition to permanent housing.

The ESG funds also supported Interval House Crisis Shelter in maintaining its domestic violence shelter program. Over 87 victims of domestic violence and their children from Garden Grove were given emergency shelter and were provided support services which included a safe living environment in a confidential location and case management to ensure that the victims were rapidly rehoused in decent and affordable permanent housing.

The City's ESG funds were also used to support Mercy House Living Center operate its seasonal Armory. During the cold winter months, 1,109 homeless residents were provided with emergency shelter, hunger relief, hygiene, and personal care. 52 of these individuals were Garden Grove residents. In addition, Mercy House also provided 2,023 bed nights to Garden Grove homeless residents as they waited for referrals to transitional or permanent housing through coordination with neighboring partners and the County's 24/7 referral helpline, OC 2-1-1.

Overall, with the limited funding that the City of Garden Grove received to address homelessness, the City was able to support its partnering service providers to shelter over 1,200 Garden Grove homeless residents and also provide essential services to support the individual needs of the residents with the goal of transitioning to permanent housing. With the support of the City's ESG funding, shelter organizations were able to provide over 13,540 bed nights for the homeless population of Garden Grove.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City of Garden Grove committed \$7,500 in ESG funds for homeless prevention services. Mercy House Crisis Shelter assisted 19 families through their Homeless Prevention program, providing rental assistance and case management services to keep Garden Grove families from becoming homeless. Other ESG subrecipient organizations such as Interval House have made great efforts to assist victims from becoming homeless after completion of temporary housing programs. Staff at Interval House conducts follow up case management for their domestic violence victims and or makes referrals to the Garden Grove's Housing Authority for section 8 vouchers for permanent housing.

In FY2016, the Garden Grove Housing Authority worked with both Thomas House and Interval House in providing three Section 8 vouchers to qualified residents coming from the shelter programs. Under the voucher program, individuals or families with a voucher are able to find and lease a unit and only have to

pay a portion of the rent. The program further assists low-income individuals and families to avoid becoming homeless.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In FY2016, the City allocated \$45,864 for the rapid rehousing program which was administered through Interval House Crisis Shelters. The program targeted victims of domestic violence and their children seeking emergency shelters while waiting for permanent housing. The program also provided security deposits and rental assistance payments directly to landlords on behalf of participants, housing stability case management, legal services for housing needs, and credit repair assistance. The services are designed to seamlessly transition clients into suitable and stable permanent housing. Interval House's partners include over 40 landlords to provide as needed housing.

The funds used for the rapid rehousing program in FY2016 provided personal and financial assistance for 7 Garden Grove households (9 individuals). In addition, Interval House rapid rehousing and emergency shelter program overall exceeded the national HUD performance standards with 87% of emergency shelter participants moving into permanent housing upon exit and 100% of Rapid Re-housing participants exiting into permanent housing. Additionally, 100% of participants from both programs increased their total income.



## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The City of Garden Grove operates no units of public housing.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

The City of Garden Grove operates no units of public housing.

### **Actions taken to provide assistance to troubled PHAs**

The City of Garden Grove operates no units of public housing.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

Market and governmental factors pose barriers to the provision of adequate and affordable housing. These factors tend to disproportionately impact lower- and moderate-income households due to their limited resources for absorbing the costs. Garden Grove works to remove barriers to affordable housing by implementing a Housing Element that is consistent with California law and taking actions to reduce costs or provide off-setting financial incentives to assist in the production of safe, high-quality, affordable housing. The City is committed to removing governmental constraints that hinder the production of housing, and offers a “one-stop” streamlined permitting process to facilitate efficient entitlement and building permit processing.

The City of Garden Grove has instituted additional actions aimed at reducing the impact of the public sector role in housing costs. City efforts to remove barriers to affordable housing include:

- Periodical analysis and revision of the zoning code aimed at developing flexible zoning provisions in support of providing an adequate supply of desirable housing, such as mixed use zoning standards and updates to the Housing Element
- Provision of affordable housing projects through acquisition and rehabilitation activities, and new construction of affordable housing units
- Establishing a streamlined service counter to reduce process time
- Density bonuses for affordable projects
- Continued assessment of existing policies, procedures, and fees to minimize unnecessary delays and expenses to housing projects

In addition, the City has updated its Analysis of Impediments to Fair Housing Choice (AI) report in coordination with other local jurisdictions. This report identifies any potential impediments to fair housing and establishes a Fair Housing Action Plan to outline steps to overcome any identified impediments.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The major obstacle to addressing the underserved needs is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California and reduced State and federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised. The City will strive to leverage available funds, to the greatest extent possible, to overcome obstacles in meeting underserved needs.

The City has adopted its 2014-2021 Housing Element, which includes a commitment to annually pursue

State, Federal, and other funding opportunities to increase the supply of safe, decent, affordable housing in Garden Grove for lower-income households (including extremely low-income households), such as seniors, disabled, the homeless, and those at risk of homelessness

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City has an aggressive policy to identify and address lead-based paint hazards in all HUD-funded housing rehabilitation projects. The City considers all housing rehabilitation an opportunity to address this hazard in case pregnant women or children might live in the house in the future. We, therefore, require lead paint testing for 100% of the City's HUD-funded residential rehabilitation programs where paint will be disturbed in properties built before 1978. Loan/grant recipients are required to obtain a lead-based paint inspection prior to commencement of work as well as a post-rehabilitation clearance test if the work disturbed areas where lead contamination had been found. Because the additional costs of lead hazard testing and remediation can be prohibitively expensive for low-income homeowners, the City covers as a grant the costs of the lead paint inspection, and if necessary any lead paint interim controls and lead clearance testing, in conjunction with any CDBG-funded housing rehabilitation grants or loans. During 2016-17, the City funded sixteen (16) lead-based paint inspections and one (1) clearance inspection in administration of the Senior Home Improvement Grant Program. Work on one (1) of the properties was completed during 2016-17 for which accomplishment data will be recorded under this CAPER. The accomplishment data for the remaining properties will be recorded on a future CAPER.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

Garden Grove continues to look for ways to expand economic activities to include all people and provide programs to those people who are less fortunate. In the past, the City has focused on the creation of jobs for low- and moderate-income persons through economic development in the Harbor Boulevard area. Through the Consolidated Plan and associated Action Plans, the City seeks to create and retain permanent jobs that are available to and/or filled by low- and moderate-income people. In addition, other essential elements of the City's anti-poverty strategy include:

- Section 8 Housing Choice Voucher Program
- Housing Choice Voucher Family Self Sufficiency Program
- Economic Development programs
- Anti-crime programs
- Housing Rehabilitation programs
- Creation of Affordable Housing

Transitional housing and homeless service programs impediments;

- Housing Discrimination
- Discriminatory Advertising

- Blockbusting
- Denial of Reasonable Accommodation
- Hate Crimes
- Unfair Lending

During the 2016-2017 report period the City of Garden Grove undertook the following programs/actions (on its own or in cooperation with a fair housing provider) to overcome the impediments to fair housing choices identified in the Regional AI. Garden Grove contracted with Fair Housing Foundation (FHF) to provide comprehensive educational and enforcement programs for City residents. The FHF understands the private sector and is well equipped to analyze impediments, describe appropriate actions, and to follow-through on those actions. Programs/actions taken during the 2016-2017 report period included:

#### Fair Housing Outreach and Education

##### Private Sector Impediments Addressed:

- Discriminatory Advertising
- Denial of Reasonable Accommodation
- Hate Crimes

##### Actions Taken:

- Set up 4 booths to provide fair housing information at community events
- Distributed 10,500 pieces of literature pertaining to fair housing
- Held 4 management training classes (4 hours each)
- Gave 23 presentations providing a synopsis of FHF services and statistics (20-40 minutes each)
- Held 9 tenant/landlord workshops (2 hours each)
- Offered 10 walk-in clinics
- Participated in 12 media activities to promote fair housing
- Total attendance for the above actions was 2,980 people

#### General Housing Counseling & Resolution

##### Private Sector Impediments Addressed:

- Housing Discrimination
- Discriminatory Advertising
- Denial of Reasonable Accommodation

##### Actions Taken:

-FHF responded to 333 inquiries regarding general housing issues. In addition, FHF screens, inputs data, counsels, pursues habitability cases, provides unlawful detainer assistance, conducts mediations, and provides appropriate referrals.

- As a result of the above inquiries, FHF assisted 2 households with mediation services, and 4 households with unlawful detainer services.

#### Discrimination Counseling, Compliant Intake, and Investigation

##### Private Sector Impediments Addressed:

- Housing Discrimination
- Discriminatory Advertising
- Denial of Reasonable Accommodation
- Blockbusting

##### Actions Taken:

-FHF responded to 3 inquiries regarding discrimination, complaints, screening, and provided counseling.

-As a result of the above inquiries, FHF opened 3 cases in response to discrimination, and to perform extensive testing, conciliate, mediate, provide agency referrals, and litigate.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Although the City's HUD-funded activities and strategies have been very successful, we strive for continued improvements in our housing, homelessness, neighborhood improvement, and public service priority needs, and our grant administration, compliance, and monitoring. During 2016-17, the City continued to improve its project, fiscal, and other administrative management systems to ensure compliance with CDBG, HOME, and ESG program and comprehensive planning requirements through the following measures and accomplishments:

The City's Community and Economic Development and Finance Departments worked together very intensively over the last six months, in preparation for this CAPER and for the 2017-18 Action Plan. Through several brainstorming meetings of managers and all staff from both teams and nearly daily problem-solving opportunities by staff, we have achieved comprehensive training of key staff in both departments on HUD program financial administration and using IDIS. Key Finance Department staff has recently changed over. Community and Economic Development staff has been working with the Finance staff to educate them on HUD requirements. This cooperation will improve the timeliness of HUD fund drawdowns, establish better procedures and schedules for aligning the City's general budget planning and the HUD Action Plan process, the City's general ledger and IDIS records, and for handling remaining funds at the end of the program year.

City Staff annually monitors all HOME funded projects in accordance with the City's Monitoring Plan for HOME Rental Projects and the HOME Final Rule.

In an effort to ensure up-to-date knowledge of HUD programs and policies, staff members invested over 100 hours in training, workshops, webinars or technical assistance sessions sponsored by HUD or by outside agencies but with direct relevance to HUD program implementation. Topics of the trainings included Financial Management, Analysis of Impediments, HMIS, IDIS, Sub-recipients management, CDBG and Environmental Training.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City's effort to provide citizens with reasonable notice and an opportunity to comment on performance as outlined in the draft FY 2015-16 CAPER follows the process outlined in the Citizen Participation Plan. The Citizen Participation plan describes the process involved in administering, reviewing or approving activities in the FY 2015 CAPER.

As outlined in the Citizen Participation Plan, the draft CAPER is available online, with copies also available at Garden Grove City Hall and the Garden Grove Regional Library.

The 15 day public comment period for the FY 2016 CAPER was from September 8 through September 26, 2016. Notices of the Public Hearing were posted in English, Spanish and Vietnamese on September 8, 2017. The City held public hearings to receive public comment on the CAPER at the September 11, 2017 Neighborhood Improvement and Conservation Commission meeting and at the September 26, 2017 City Council meeting. All public comments received and the notices published are included in ttachment 1.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Garden Grove CDBG program did not have any significant changes to the Consolidated Plan goals.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**



## **CR-50 - HOME 91.520(d)**

**Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

During the 2016 program year, the Housing Authority conducted Housing Quality Standard inspections on 4 Tenant Based Rental Assistance units to determine compliance with HUD property standards.

During the 2015 and 2016 program years, the Housing Authority conducted on-site property inspections of 33 HOME assisted units in 4 HOME assisted projects (Grove Park, Tamerlane, Thomas House, and Sunswapt) in accordance with HUD monitoring requirements as outlined in the 2013 HOME Final Rule.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

All HOME funded affordable housing projects must adopt affirmative marketing procedures and submit the affirmative marketing plan to the City. During site visits, overall performance related to fair housing and non-discrimination is monitored to ensure fair housing compliance.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

The HOME program received \$26,306 in program income during program year 2017-18. These funds will be carried over into program year 2016-2017 for program activities.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

Section 8 funds: The Garden Grove Housing Authority administers the Section 8 program for the City and provides rent subsidies to 2,337 Garden Grove households.

Low-Income Housing Tax Credits (LIHTC): The federal 4% and 9% LIHTC is the principal source of funding for the construction and rehabilitation of affordable rental homes. They are a dollar-for-dollar credit against federal tax liability. In FY 2016, 47 new affordable units were constructed with this source of financing. During FY 2017, 77 units of affordable housing will be acquired and rehabilitated with this source of funding.

## CR-60 - ESG 91.520(g) (ESG Recipients only)

### ESG Supplement to the CAPER in *e-snaps* For Paperwork Reduction Act

#### 1. Recipient Information—All Recipients Complete

##### Basic Grant Information

Recipient Name	GARDEN GROVE
Organizational DUNS Number	009596495
EIN/TIN Number	956005848
Identify the Field Office	LOS ANGELES
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Santa Ana/Anaheim/Orange County CoC

##### ESG Contact Name

Prefix	Ms
First Name	Allison
Middle Name	D
Last Name	WILSON
Suffix	0
Title	Neighborhood Improvement Manager

##### ESG Contact Address

Street Address 1	11222 Acacia Parkway
Street Address 2	0
City	Garden Grove
State	CA
ZIP Code	92840-
Phone Number	7147415139
Extension	0
Fax Number	0
Email Address	allisonj@garden-grove.org

##### ESG Secondary Contact

Prefix	Ms
First Name	Nida
Last Name	Watkins
Suffix	0
Title	Project Manager
Phone Number	7147415159
Extension	0
Email Address	nidaw@garden-grove.org

## 2. Reporting Period—All Recipients Complete

Program Year Start Date 07/01/2016  
Program Year End Date 06/30/2017

### 3a. Subrecipient Form – Complete one form for each subrecipient

**Subrecipient or Contractor Name:** INTERVAL HOUSE

**City:** Long Beach

**State:** CA

**Zip Code:** 90803, 4221

**DUNS Number:** 113510176

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 85865

**Subrecipient or Contractor Name:** MERCY HOUSE TRANSITIONAL LIVING CENTERS

**City:** Santa Ana

**State:** CA

**Zip Code:** 92702, 1905

**DUNS Number:** 879797165

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 17500

**Subrecipient or Contractor Name:** THOMAS HOUSE TEMPORARY SHELTER

**City:** Garden Grove

**State:** CA

**Zip Code:** 92842, 2737

**DUNS Number:** 075396882

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 30000

**Subrecipient or Contractor Name:** OC Partnership

**City:** Santa Ana

**State:** CA

**Zip Code:** 92705, 8520

**DUNS Number:** 014692973

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 8000

## CR-65 - Persons Assisted

### 4. Persons Served

#### 4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 16 – Household Information for Homeless Prevention Activities

#### 4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 17 – Household Information for Rapid Re-Housing Activities

#### 4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 18 – Shelter Information

#### 4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 19 – Household Information for Street Outreach

#### 4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 20 – Household Information for Persons Served with ESG

#### 5. Gender—Complete for All Activities

	Total
Male	0
Female	0
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 21 – Gender Information

## 6. Age—Complete for All Activities

	Total
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 22 – Age Information

## 7. Special Populations Served—Complete for All Activities

Number of Persons in Households				
Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	0	0	0	0
Victims of Domestic Violence	0	0	0	0
Elderly	0	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
<b>Persons with Disabilities:</b>				
Severely Mentally Ill	0	0	0	0
Chronic Substance Abuse	0	0	0	0
Other Disability	0	0	0	0
Total (Unduplicated if possible)	0	0	0	0

Table 23 – Special Population Served

## CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

### 10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	39,065
Total Number of bed-nights provided	32,896
Capacity Utilization	84.21%

Table 24 – Shelter Capacity

### 11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

All subrecipients of ESG funds providing services were required to use homeless/client certification forms during the intake process to ensure all clients serviced were qualified and are residents of the City of Garden Grove. In addition, subrecipients were also required to submit completed quarterly reports for monitoring purposes. During the aforementioned process, City staff addressed concerns and/or discrepancies within the reports and made sure corrections were made at the early stages of the fiscal year. Overall, service providers were either on point or surpassed their projected level of services. The capacity of utilization for shelter was approximately 84.20% (32,896 bed nights provided). Of the 84.20% 34.66% (13,540 bed nights) were Garden residents.

In addition, City staff consulted with the CoC and attended meetings with various County subcommittees to discuss issues, concerns, and best practices for meeting the needs of the homeless population. Staff also formed an OC Collaborative consisting of neighboring jurisdiction receiving ESG funds and have established a shared Request for Proposal (RFP) that was utilized to fund service providers for the 17-18 fiscal year. The OC Collaborative created uniform ESG guidelines that is utilized amongst all service providers within the County. These guidelines include a homeless at risk assessment and a homeless certification form. Creating these guidelines helped promote a cohesive effort between the neighboring Cities in addressing homelessness and also assisted service providers stay compliant with HUD's regulations.



## CR-75 – Expenditures

### 11. Expenditures

#### 11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance	0	0	4,311
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	12,563	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	4,237	3,189
<b>Subtotal Homelessness Prevention</b>	<b>12,563</b>	<b>4,237</b>	<b>7,500</b>

Table 25 – ESG Expenditures for Homelessness Prevention

#### 11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Expenditures for Rental Assistance	0	0	36,690
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	42,283	39,855	4,170
Expenditures for Housing Relocation & Stabilization Services - Services	0	10,205	5,004
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
<b>Subtotal Rapid Re-Housing</b>	<b>42,283</b>	<b>50,060</b>	<b>45,864</b>

Table 26 – ESG Expenditures for Rapid Re-Housing

#### 11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Essential Services	0	13,683	70,995
Operations	77,788	77,482	29,005
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
<b>Subtotal</b>	<b>77,788</b>	<b>91,165</b>	<b>100,000</b>

Table 27 – ESG Expenditures for Emergency Shelter

**11d. Other Grant Expenditures**

	Dollar Amount of Expenditures in Program Year		
	2014	2015	2016
Street Outreach	0	0	0
HMIS	6,930	8,090	8,000
Administration	11,966	13,191	13,083

**Table 28 - Other Grant Expenditures****11e. Total ESG Grant Funds**

Total ESG Funds Expended	2014	2015	2016
	151,530	166,743	174,447

**Table 29 - Total ESG Funds Expended****11f. Match Source**

	2014	2015	2016
Other Non-ESG HUD Funds	0	0	2,025
Other Federal Funds	0	8,090	7,500
State Government	0	19,038	126,245
Local Government	103,658	37,597	15,975
Private Funds	0	30,833	45,009
Other	186,500	39,765	30,000
Fees	0	10,082	0
Program Income	0	10,628	0
<b>Total Match Amount</b>	<b>290,158</b>	<b>156,033</b>	<b>226,754</b>

**Table 30 - Other Funds Expended on Eligible ESG Activities****11g. Total**

Total Amount of Funds Expended on ESG Activities	2014	2015	2016
	441,688	322,776	401,201

**Table 31 - Total Amount of Funds Expended on ESG Activities**

# Attachments

## Public Notices and Comments

**PUBLIC NOTICE  
CITY OF GARDEN GROVE  
2016-17 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION  
REPORT (CAPER)**

The City of Garden Grove, Community and Economic Development Department, in accordance with U.S. Department of Housing and Urban Development (HUD) regulations, has prepared its Draft FY 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER). The report describes and assesses the housing, economic, and community development activities undertaken by the City over the period July 1, 2016, through June 30, 2017.

On September 11, 2017, at 6:30 p.m., the Garden Grove Neighborhood Improvement and Conservation Commission (NICC) will hold a Public Hearing in the Council Chambers of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, to consider the FY-2016-17 CAPER.

On September 26, 2017, at 6:30 p.m., the City Council will also hold a Public Hearing in the Council Chambers to consider the FY 2016-17 CAPER.

The Draft CAPER will be available for public review and comment from September 8, 2017, through September 26, 2017 during regular business hours at the Community and Economic Development Department, located in City Hall, at 11222 Acacia Parkway, Garden Grove, CA 92840. All comments received during the comment period and Public Hearings will be included and responded to in the Final CAPER, which will be submitted to HUD by September 28, 2016.

To review, ask questions, or submit comments about the CAPER, please visit or contact: Allison Wilson, Neighborhood Improvement Manager, via telephone to (714)-741-5139, email to [allisonj@ci.garden-grove.ca.us](mailto:allisonj@ci.garden-grove.ca.us) or mail to the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840.

/s/ TERRI POMEROY, CMC  
City Clerk

**NOTIFICACION PUBLICA  
CIUDAD DE GARDEN GROVE  
REPORTE ANUAL DE EJECUCION CAPER 2016-2017 (CAPER)**

El Departamento de Desarrollo Económico y Comunitario de la Ciudad de Garden Grove, de acuerdo con los reglamentos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. (HUD), ha preparado su borrador del Reporte Consolidado Anual de Ejecución y Evaluación FY2016-17 (CAPER). El reporte describe y evalúa las actividades de vivienda, economía y de desarrollo de la comunidad llevadas a cabo por la Ciudad durante el periodo 1º de julio del 2016 hasta el 30 de junio del 2017.

La Comisión de Mejoramiento y Conservación Vecinal llevará a cabo una audiencia pública para consideración del CAPER el 11 de septiembre del 2017 a las 6:30 p.m. en el Centro de Reuniones de la Comunidad de Garden Grove localizado en el 11300 Stanford Avenue, Garden Grove, CA.

El Ayuntamiento entonces llevará a cabo una segunda audiencia pública durante la reunión del Consejo de la Ciudad el 26 de septiembre del 2017 a las 6:30 p.m. en el Centro de Reuniones de la Comunidad para consideración del CAPER.

Desde el 8 de septiembre del 2017 al 26 de septiembre del 2017, el borrador CAPER estará disponible para revisión y comentarios públicos durante horario de oficina en el Departamento de Desarrollo Económico y Comunitario, ubicado en el Ayuntamiento, en el 11222 Acacia Parkway, Garden Grove, CA 92840. Todos los comentarios recibidos durante el periodo de comentario y audiencias serán incluidos y contestados en el CAPER final que será sometido a HUD el 28 de septiembre del 2017.

Para revisar, hacer preguntas, o presentar comentarios acerca del CAPER, por favor visite o pongase en contacto con Allison Wilson, Neighborhood Improvement Manager, vía teléfono al (714) 741-5139 correo electrónico al [allisonj@ci.garden-grove.ca.us](mailto:allisonj@ci.garden-grove.ca.us) o por correo a la Ciudad de Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840

/s/ TERRI POMEROY, CMC  
Secretaria de la Municipalidad

**THÔNG BÁO**  
**THÀNH PHỐ GARDEN GROVE**  
**BÁO CÁO THÀNH TÍCH HÀNG NĂM CAPER 2016-17 (CAPER)**

Ban Phát Triển Kinh Tế và Cộng Đồng (Community and Economic Development Department) Thành Phố Garden Grove đã soạn thảo Bản Báo Cáo về Thành Tích và Đánh Giá Thống Nhất Hàng Năm (Consolidated Annual Performance and Evaluation Report - CAPER) cho tài khóa 2016-17 để phù hợp với các quy định của Ban Phát Triển Gia Cư và Đô Thị Hoa Kỳ (U.S. Department of Housing and Urban Development - HUD.) Bản báo cáo mô tả và đánh giá các hoạt động phát triển về gia cư, kinh tế, và cộng đồng mà Thành Phố đảm nhiệm trong thời kỳ từ ngày 1 tháng Bảy, 2016 đến ngày 30 tháng Sáu, 2017.

Vào ngày 11 tháng Chín, 2017, lúc 6:30 chiều, Ủy ban Phát Triển và Duy Trì Hàng Xóm sẽ có buổi điều trần công cộng tại Trung tâm Hội Cộng Đồng (Community Meeting Center), tọa lạc tại 11300 Stanford Avenue để tham khảo thêm về chương trình CAPER 2016-2017.

Vào ngày 26 tháng Chín, 2017 bắt đầu lúc 6:30 chiều sẽ có một buổi điều trần công cộng trong thời gian của buổi họp Hội Đồng Thành Phố để tham khảo thêm về chương trình CAPER 2016-2017.

Bản thảo CAPER sẽ có sẵn cho công chúng tham khảo và góp ý trong thời hạn từ ngày 8 tháng Chín, 2017 đến ngày 26 tháng Chín, 2017 trong giờ làm việc tại Ban Phát Triển Kinh Tế và Cộng Đồng, tọa lạc trong Tòa Thị Chánh Thành phố, địa chỉ là 11222 Acacia Parkway, Garden Grove, CA 92840. Mọi góp ý nhận được trong thời gian góp ý và điều trần sẽ được để vào và trả lời trong bản CAPER sau cùng, bản này sẽ được nộp cho HUD vào ngày 28 tháng Chín, 2017.

Để tham khảo, đặt câu hỏi, hoặc góp ý về bản báo cáo CAPER, xin đến hoặc liên lạc: Allison Willson, Quản Lý Dự Án, qua điện thoại (714) 741-5139, hoặc gửi email [allisonj@ci.garden-grove.ca.us](mailto:allisonj@ci.garden-grove.ca.us), hoặc gửi thư về City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840.

/s/ TERRI POMEROY  
Thư Ký Thành Phố

**Giáo sư Nguyễn Văn Thiệu**  
Báo Hà Nội Mới cho biết  
Bộ Tài chính kiểm tra, xử lý  
việc một doanh nghiệp chiếm đoạt tài sản của Nhà nước.

Cảng nghề nghiệp Việt Nam (Việt Nam) đã chấp nhận các điều kiện thực hiện các hoạt động kinh doanh và 30% còn lại là nước đầu tư và các hoạt động kinh doanh.

Uỷ viên đối ngoại  
Federica Mogherini tuyên  
bố rằng Pyungyang là một  
địa hạt bình và ổn định  
giữa, cần tăng áp lực kinh  
tế để đạt được hòa bình.

Hồ châu biến hẳn chỉ đất  
thâu nghi quyên do Hoa Kỳ  
ngặt, phần các tài sản  
Kam Long-an và phuơng  
dầu với Bắc Hân cũng  
hầu gần như cũng hàng  
may nữ Bắc Hân, và ng

**THÔNG BÁO**  
**THÀNH PHỐ GARDEN GROVE**  
**BÁO CÁO THÀNH TÍCH HÀNG NĂM CAPER 2016-17**  
**(CAPER)**

Ban Phát Triển Kinh Tế và Cộng Đồng (Community and Economic Development Department) Thành Phố Garden Grove đã soạn thảo Bản Báo Cáo về Thành Tích và Đánh Giá Thống Nhất Hàng Năm (Consolidated Annual Performance and Evaluation Report - CAPER) cho cả khóa 2016-17 để gửi kèm với các quy định của Ban Phát Triển Kinh Tế và Đô Thị Hoa Kỳ (U.S. Department of Housing and Urban Development – HUD). Bản báo cáo mà cả và đánh giá các hoạt động phát triển và kế hoạch, và cộng đồng mà Thành Phố đảm nhiệm trong thời kỳ từ ngày 1 tháng Bảy, 2016 đến ngày 30 tháng Sáu, 2017.

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Bản thảo CAPER sẽ có sẵn cho công chúng tham khảo và góp ý trong thời hạn từ ngày 8 tháng Chín, 2017 đến ngày 26 tháng Chín, 2017 trong quá trình làm việc tại Ban Phát Triển Kinh Tế và Cộng đồng, tọa lạc trong Tòa Thị Chính Thành phố, địa chỉ là 11222 Acacia Parkway, Garden Grove, CA 92646. Mọi góp ý liên lạc được trong thời gian góp ý và điều trần sẽ được để vào và trả lời trong bản CAPER sau cùng, bản này sẽ được nộp cho HUD vào ngày 28 tháng Chín, 2017.

Để tham khảo, đặt câu hỏi, hoặc góp ý về bản báo cáo CAPER, xin để hoặc liên lạc: Allison White, Quản Lý Dự Án, qua điện thoại (714) 474-5139, hoặc gửi email [allison@ci.garden-grove.ca.us](mailto:allison@ci.garden-grove.ca.us), hoặc gửi thư về City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92646.

**/s/ TERESA POMEROY, CMC**  
**Thư Ký Thành Phố**

**Date:** August 31, 2017  
**Publish:** September 8, 2017



MINUTES - REGULAR MEETING

NEIGHBORHOOD IMPROVEMENT AND CONSERVATION COMMISSION (NICC)

Community Meeting Center, Council Chamber  
11300 Stanford Avenue

Monday, September 11, 2017

CALL TO ORDER: 6:32 P.M.

ROLL CALL:

COMMISSIONER BLACKMUN  
COMMISSIONER BRIETIGAM  
COMMISSIONER CRAWFORD  
COMMISSIONER MCINTOSH  
COMMISSIONER PHAM  
COMMISSIONER RAMIREZ  
COMMISSIONER SERRANO

Absent: Brietigam, Crawford, Serrano

Commissioner Serrano joined the meeting at 6:42 p.m.

ALSO PRESENT: Allison Wilson, Neighborhood Improvement Manager; Nida Watkins, Project Manager; Judith Moore, Recording Secretary.

PLEDGE OF ALLEGIANCE: Led by Commissioner Blackmun.

ORAL COMMUNICATIONS – PUBLIC: None.

MINUTES: It was moved by Commissioner Blackmun and seconded by Vice Chair McIntosh, to receive and file the Minutes from the June 5, 2017 Meeting. The motion carried by a 3-0 vote, with Commissioners Breitigam, Crawford, and Serrano absent, and Pham abstaining as follows:

Ayes: (3) Blackmun, McIntosh, Ramirez  
Noes: (0) None  
Absent: (3) Brietigam, Crawford, Serrano  
Abstain: (1) Pham

MATTERS FROM STAFF: PUBLIC HEARING FOR FISCAL YEAR 2016-17  
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

The City receives several types of funds from HUD, and in order to continue receiving these funds, 4 million worth last year – the City must submit a CAPER each September for the previous program year. This CAPER covers July 1, 2016 through June 30, 2017. The CAPER is part of an ongoing planning for HUD funds – through a citizen participation process - which happens in 3 stages:

1. The City created a 5-Year Consolidated Plan for Housing and Community Development, which identified the community's priority housing, homeless, and social service needs. The Consolidated Plan then specified goals and objectives to address those needs. The City's current Consolidated Plan is for 2015 through 2020. This CAPER covers the second year of the 5-year planning period.
2. Each year staff recommends an Action Plan of specific projects and budget allocations to address needs identified in the Consolidated Plan. This Commission participates in reviewing the Action Plan before Council adopts it.

Once the Action Plan is approved, contracts are executed, projects implemented, and funds are expended in accordance with the Plan.

3. At the conclusion of the year, a CAPER is produced to evaluate how the City performed:

Staff measures how the City did as a whole: the number of people served, the number of housing units rehabilitated, the amount of money spent, etc.

Staff evaluates the progress of each project in the Action Plan.

Staff reports on the City's progress or any challenges the City is encountering in meeting the 5-year goals in the Consolidated Plan.

Some of the City's accomplishments include:

- Assisted 345 individuals and/or households with fair housing services
- Provided 4 low-income households with rental assistance in the form of tenant based rental assistance
- Rapid Rehousing to 7 families
- 252 homeless residents with overnight shelters
- 19 families with homeless prevention services
- Over a 1000 seniors with services and meal delivery (596 Senior Serv/545 Senior Center)
- Funded gang prevention services in the City's low and moderate income areas
- Constructed 47 affordable units for low-income seniors and families

The CAPER is part of an ongoing citizen participation process that includes an opportunity for public comment for at least 15 days.

Unlike the Consolidated Plan or Action Plan, the City is not required to "adopt" the CAPER. The City submits it to HUD, therefore, the Commission takes no action, but is asked to hold a public hearing to hear comments from the audience and share Commission feedback. The City Council will hold a public hearing on the CAPER on

September 26th. Staff will consider all comments from the NICC meeting and Council meeting before submitting the final draft to HUD.

Chair Ramirez opened the public hearing to receive comment. With no speakers, the public portion of the hearing was closed.

Vice Chair McIntosh asked if the CAPER was on the City's website. Staff responded that the CAPER, as well as the Action Plan, were on the Neighborhood Improvement web page.

Commissioner Blackmun asked what assistance the homeless were given when they visited City Hall. Staff responded that the homeless were briefed on the service providers available through Emergency Solutions Grants (ESG), and 211.

Commissioner Pham asked what outreach the City provided to alert the community about NICC meetings. Staff responded that a notice was printed in the paper in three languages.

Chair Ramirez noted that some form of outreach would be good to highlight how much the City does provide in the form of assistance.

Staff clarified that the CAPER year-end report to HUD was limited to report only federal funds and added that two new sub-recipients were City Net and the Illumination Foundation.

It was moved by Commissioner Serrano and seconded by Commissioner Blackmun, to recommend approval of the CAPER to the September 26<sup>th</sup> City Council meeting. The motion carried by a 5-0 vote, with Commissioners Breitigam and Crawford absent, as follows:

Ayes: (5) Blackmun, McIntosh, Pham, Ramirez, Serrano  
Noes: (0) None  
Absent: (2) Brietigam, Crawford

MATTERS FROM COMMISSIONERS: Commissioner Blackmun asked if the City Net and Illumination services were different. Staff explained that the services were the same, however, the Illumination Foundation had a housing component. City Net received \$15,000 and Illumination received \$10,000.

Vice Chair McIntosh mentioned that the City of Anaheim had a state of emergency concerning the homeless in the riverbed and that Los Angeles had a 'Granny' house tax break if people housed homeless in their accessory dwelling units. He suggested keeping an eye on Anaheim, Los Angeles, and the OC Homeless Coalition for their ideas to deter and assist with homelessness.

Commissioner Serrano suggested that Garden Grove have an outreach plan for the overflow of homeless that may flow in from Anaheim, and that the increased number of police service calls should warrant one or two full-time officers to assist with the homeless issue.

ADJOURNMENT: Chair Ramirez adjourned the meeting at 6:58 p.m. to the next regular meeting of the Neighborhood Improvement and Conservation Commission to be held on Monday, December 4, 2017, at 6:30 p.m., at the Community Meeting Center Council Chamber, 11300 Stanford Avenue.

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Judith Moore  
RECORDING SECRETARY

CONVENE MEETING

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, California, do hereby certify that the foregoing is a true, full, and correct copy of the Minute Entry on record in this office, said minutes being subject to City Council approval.

IN WITNESS WHEREOF, I hereunto set my hand seal this 27th day of September 2017.

  
Teresa Pomeroy, CMC  
City Clerk

**PUBLIC NOTICE  
CITY OF GARDEN GROVE  
2016-17 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION  
REPORT (CAPER)**

The City of Garden Grove, Community and Economic Development Department, in accordance with U.S. Department of Housing and Urban Development (HUD) regulations, has prepared its Draft FY 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER). The report describes and assesses the housing, economic, and community development activities undertaken by the City over the period July 1, 2016, through June 30, 2017.

On December 4, 2017, at 6:30 p.m., the Garden Grove Neighborhood Improvement and Conservation Commission (NICC) will hold a Public Hearing in the Council Chambers of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, to consider the FY-2016-17 CAPER.

On December 12, 2017, at 6:30 p.m., the City Council will also hold a Public Hearing in the Council Chambers to consider the FY 2016-17 CAPER.

The Draft CAPER will be available for public review and comment from November 27, 2017, through December 12, 2017 during regular business hours at the Community and Economic Development Department, located in City Hall, at 11222 Acacia Parkway, Garden Grove, CA 92840. All comments received during the comment period and Public Hearings will be included and responded to in the Final CAPER, which will be submitted to HUD.

To review, ask questions, or submit comments about the CAPER, please visit or contact: Allison Wilson, Neighborhood Improvement Manager, via telephone to (714)-741-5139, email to [allisonj@ci.garden-grove.ca.us](mailto:allisonj@ci.garden-grove.ca.us) or mail to the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840.

/s/ TERRI POMEROY, CMC

City Clerk

**NOTIFICACION PUBLICA  
CIUDAD DE GARDEN GROVE  
REPORTE ANUAL DE EJECUCION CAPER 2016-2017 (CAPER)**

El Departamento de Desarrollo Económico y Comunitario de la Ciudad de Garden Grove, de acuerdo con los reglamentos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. (HUD), ha preparado su borrador del Reporte Consolidado Anual de Ejecución y Evaluación FY2016-17 (CAPER). El reporte describe y evalúa las actividades de vivienda, economía, y de desarrollo de la comunidad llevadas a cabo por la Ciudad durante el periodo 1º de julio del 2016 hasta el 30 de junio del 2017.

La Comisión de Mejoramiento y Conservación Vecinal llevará a cabo una audiencia pública para consideración del CAPER el 4 de diciembre del 2017 a las 6:30 p.m. en el Centro de Reuniones de la Comunidad de Garden Grove localizado en el 11300 Standford Avenue, Garden Grove, CA.

El Ayuntamiento entonces llevará acabo una segunda audiencia pública durante la reunión del Consejo de la Ciudad el 12 de diciembre del 2017 a las 6:30 p.m. en el Centro de Reuniones de la Comunidad para consideración del CAPER.

Desde el 27 de noviembre del 2017 al 12 de diciembre del 2017, el borrador CAPER estará disponible para revisión y comentarios públicos durante el horario de oficina del Departamento de Desarrollo Económico y Comunitario, ubicado en el Ayuntamiento, en el 11222 Acacia Parkway, Garden Grove, CA 92840. Todos los comentarios recibidos durante el periodo de comentario y audiencias serán incluidos y contestados en el CAPER final que será sometido a HUD.

Para revisar, hacer preguntas, o presentar comentarios acerca del CAPER, por favor visite o pongase en contacto con Allison Wilson, Neighborhood Improvement Manager, vía teléfono al (714) 741-5139, correo electrónico al [allisonj@ci.garden-grove.ca.us](mailto:allisonj@ci.garden-grove.ca.us) o por correo a la Ciudad de Garden Grove, 11222Acacia Parkway, Garden Grove, CA 92840

/s/ TERRI POMEROY, CMC

Secretaria de la Municipalidad



**THÔNG BÁO**  
**THÀNH PHỐ GARDEN GROVE**  
**BÁO CÁO THÀNH TÍCH HÀNG NĂM CAPER 2016-17 (CAPER)**

Ban Phát Triển Kinh Tế và Cộng Đồng (Community and Economic Development Department) Thành Phố Garden Grove đã soạn thảo Bản Báo Cáo về Thành Tích và Đánh Giá Tổng Nhất Hàng Năm (Consolidated Annual Performance and Evaluation Report - CAPER) cho tài khóa 2016-17 để phù hợp với các quy định của Ban Phát Triển Gia Cư và Đô Thị Hoa Kỳ (U.S. Department of Housing and Urban Development – HUD.) Bản báo cáo mô tả và đánh giá các hoạt động phát triển về gia cư, kinh tế, và cộng đồng mà Thành Phố đảm nhiệm trong thời kỳ từ ngày 1 tháng Bảy, 2016 đến ngày 30 tháng Sáu, 2017.

Vào ngày 4 tháng Mười Hai, 2017, lúc 6:30 chiều, Ủy ban Phát Triển và Duy Trì Hàng Xóm sẽ có buổi điều trần công cộng tại Trung tâm Hợp Hội Cộng Đồng (Community Meeting Center), tọa lạc tại 11300 Stanford Avenue để tham khảo thêm về chương trình CAPER 2016-2017.

Vào ngày 12 tháng Mười Hai, 2017 bắt đầu lúc 6:30 chiều sẽ có một buổi điều trần công cộng trong thời gian của buổi họp Hội Đồng Thành Phố để tham khảo thêm về chương trình CAPER 2016-2017.

Bản thảo CAPER sẽ có sẵn cho công chúng tham khảo và góp ý trong thời hạn từ ngày 27 tháng Mười Một, 2017 đến ngày 12 tháng Mười Hai, 2017 trong giờ làm việc tại Ban Phát Triển Kinh Tế và Cộng Đồng, tọa lạc trong Tòa Thị Chánh Thành phố, địa chỉ là 11222 Acacia Parkway, Garden Grove, CA 92840. Mọi góp ý nhận được trong thời gian góp ý và điều trần sẽ được đề vào và trả lời trong bản CAPER sau cùng, bản này sẽ được nộp cho HUD.

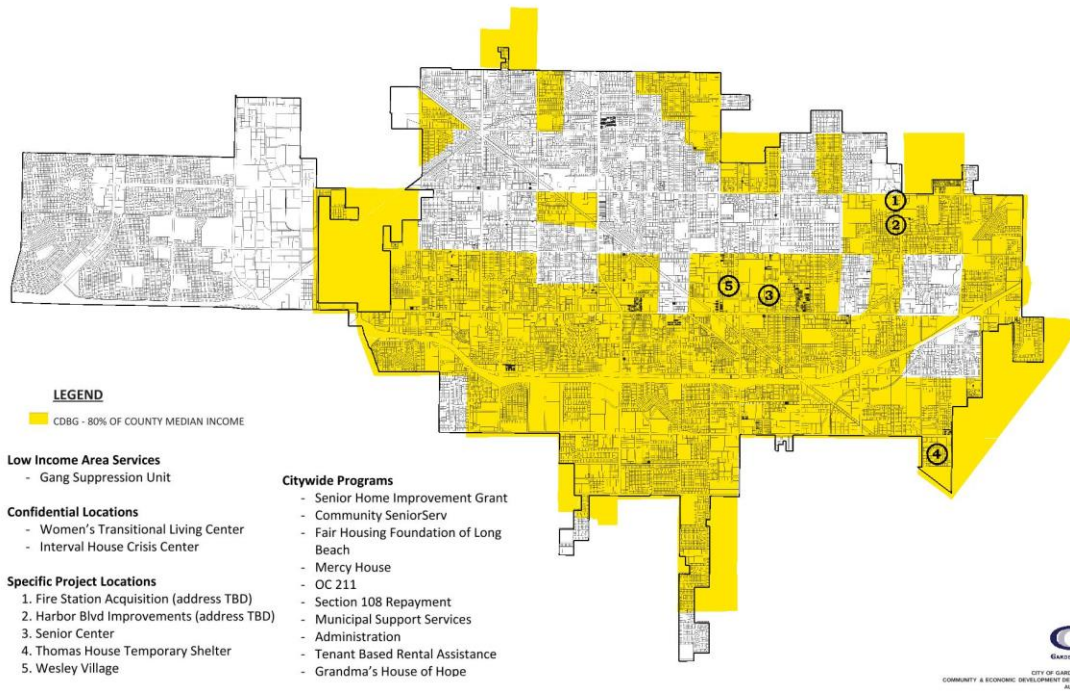
Để tham khảo, đặt câu hỏi, hoặc góp ý về bản báo cáo CAPER, xin đến hoặc liên lạc: Allison Wilson, Quản Lý Dự Án, qua điện thoại (714) 741-5139, hoặc gửi email [allisonj@ci.garden-grove.ca.us](mailto:allisonj@ci.garden-grove.ca.us), hoặc gửi thư về City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840.

/s/ TERRI POMEROY

Thư Ký Thành Phố

## Project Location Map

## FY 2016-17 Action Plan Project Locations



## **eCart 2016**



ESG-CAPER-eCart  
2016 - ALL.xlsm

**Q5. HMIS DQ & Participation****5a. HMIS or Comparable****Database Data Quality** Q5a

<b>Data Element</b>	<b>Client Doesn't Know or Client Refused</b>	<b>Data not collected</b>
First name	0	0
Last name	0	0
SSN	175	0
Date of Birth	2	0
Race	34	5
Ethnicity	10	5
Gender	0	5
Veteran Status	5	5
Disabling condition	16	5
Living situation (Head of Household and Adults)	7	0
Relationship to Head of Household	0	0
Destination	1	2
Client location for project entry	0	0

**Q6. Persons Served**

**6a. Report Validations****Table**

Q6a

a. Total number of persons served	<b>1393</b>
b. Number of adults (age 18 or over)	<b>1296</b>
c. Number of children (under age 18)	<b>95</b>
d. Number of persons with unknown age	<b>2</b>
e. Total number of leavers	<b>1355</b>
f. Number of adult leavers	<b>1267</b>
g. Total number of stayers	<b>38</b>
h. Number of adult stayers	<b>29</b>
i. Number of veterans	<b>105</b>
j. Number of chronically homeless persons	<b>217</b>
k. Number of adult heads of household	<b>1249</b>
l. Number of child heads of household	<b>0</b>
m. Number of unaccompanied youth under age 25	<b>91</b>
n. Number of parenting youth under age 25 with children	<b>0</b>

**6b. Number of Persons****Served**

Q6b

	<b>Total</b>	<b>a. Without children</b>	<b>b. With children and adults</b>	<b>c. With only children</b>	<b>d. Unknown household type</b>
a. Adults	1296	1249	47	0	0
b. Children	95	0	77	18	0
c. Don't know / refused	2	0	0	0	2
d. Information missing	0	0	0	0	0
<b>e. Total</b>	<b>1393</b>	<b>1249</b>	<b>124</b>	<b>18</b>	<b>2</b>

**Q7a. Households Served**

**7a. Number of  
Households Served** Q7a

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
Total Households	1261	1218	36	5	2

**7b. Point-in-Time Count  
of Households on the  
Last Wednesday** Q7b

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
January	220	213	4	3	0
April	11	2	7	2	0
July	10	3	2	5	0
October	15	4	7	4	0

**Q9. Contacts and Engagements**
**9a. Number of Persons  
Contacted** Q9a

	Total	a. First contact was at a place not meant for human habitation	b. First contact was at a non-residential service setting	c. First contact was at a residential service setting	d. First contact place was missing
a1. Contacted once?	0	0	0	0	0
a2. Contacted 2-5 times?	0	0	0	0	0
a3. Contacted 6-9 times?	0	0	0	0	0
a4. Contacted 10 or more times?	0	0	0	0	0
<b>az. Total persons contacted</b>	0	0	0	0	0

**9b. Number of Persons  
Engaged** Q9b



	Total	a. First contact was at a place not meant for human habitation	b. First contact was at a non-residential service setting	c. First contact was at a residential service setting	d. First contact place was missing
b1. Engaged after 1 contact?	0	0	0	0	0
b2. Engaged after 2-5 contacts?	0	0	0	0	0
b3. Engaged after 6-9 contacts?	0	0	0	0	0
b4. Engaged after 10 or more contacts?	0	0	0	0	0
<b>bz. Total persons engaged</b>	0	0	0	0	0
<b>c. Rate of engagement (%)</b>	N/A	N/A	N/A	N/A	N/A

**Q10. Gender****10a. Gender of Adults** Q10a

	Total	a. Without children	b. With children and adults	c. Unknown household type
a. Male	795	787	8	0
b. Female	496	457	39	0
c. Transgender male to female	0	0	0	0
d. Transgender female to male	0	0	0	0
e. Doesn't identify as male, female, or transgender	0	0	0	0
f. Don't know / refused	0	0	0	0
g. Information missing	5	5	0	0
<b>h. Subtotal</b>	1296	1249	47	0

**10b. Gender of Children** Q10b

	Total	a. With children and adults	b. With only children	c. Unknown household type
a. Male	44	35	9	0
b. Female	51	42	9	0
c. Transgender male to female	0	0	0	0
d. Transgender female to male	0	0	0	0
e. Doesn't identify as male, female, or transgender	0	0	0	0
f. Don't know / refused	0	0	0	0
g. Information missing	0	0	0	0
<b>h. Subtotal</b>	<b>95</b>	<b>77</b>	<b>18</b>	<b>0</b>

**10c. Gender of Persons**

Missing Age Information Q10c

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Male	1	0	0	0	1
b. Female	1	0	0	0	1
c. Transgender male to female	0	0	0	0	0
d. Transgender female to male	0	0	0	0	0
e. Doesn't identify as male, female, or transgender	0	0	0	0	0
f. Don't know / refused	0	0	0	0	0
g. Information missing	0	0	0	0	0
<b>h. Subtotal</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>

**10d. Gender by Age**

Ranges Q10d

Combined Report

	Total	a. Under age 18	b. Age 18-24	c. Age 25-61	d. Age 62 and over	e. Client Doesn't Know/Client Refused	f. Data not collected
a. Male	840	44	73	644	78	1	0
b. Female	548	51	35	395	66	1	0
c. Transgender male to female	0	0	0	0	0	0	0
d. Transgender female to male	0	0	0	0	0	0	0
e. Doesn't identify as male, female, or transgender	0	0	0	0	0	0	0
f. Don't know / refused	0	0	0	0	0	0	0
g. Information missing	5	0	1	4	0	0	0
<b>h. Total</b>	<b>1393</b>	<b>95</b>	<b>109</b>	<b>1043</b>	<b>144</b>	<b>2</b>	<b>0</b>

**Q11. Age** Q11

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Under 5	29	0	26	3	0
b. 5 - 12	45	0	34	11	0
c. 13 - 17	21	0	17	4	0
d. 18 - 24	109	104	5	0	0
e. 25 - 34	228	211	17	0	0
f. 35 - 44	249	235	14	0	0
g. 45 - 54	341	333	8	0	0
h. 55 - 61	225	224	1	0	0
i. 62+	144	142	2	0	0
j. Don't know / refused	2	0	0	0	2
k. Information missing	0	0	0	0	0
<b>l. Total</b>	<b>1393</b>	<b>1249</b>	<b>124</b>	<b>18</b>	<b>2</b>

**Q12. Race & Ethnicity**

**12a. Race**

Q12a

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. White	735	655	66	13	1
b. Black or African-American	192	167	25	0	0
c. Asian	80	54	21	5	0
d. American Indian or Alaska Native	281	281	0	0	0
e. Native Hawaiian or Other Pacific Islander	16	15	1	0	0
f. Multiple races	50	46	4	0	0
g. Don't know / refused	34	26	7	0	1
h. Information missing	5	5	0	0	0
<b>i. Total</b>	<b>1393</b>	<b>1249</b>	<b>124</b>	<b>18</b>	<b>2</b>

**12b. Ethnicity**

Q12b

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Non-Hispanic/non-Latino	882	846	35	0	1
b. Hispanic/Latino	460	368	79	13	0
c. Don't know / refused	10	9	0	0	1
d. Information missing	41	0	0	0	30
<b>e. Total</b>	<b>1393</b>	<b>1223</b>	<b>114</b>	<b>13</b>	<b>32</b>

**Q13. Physical and Mental Health Conditions**

**13a1. Physical and  
Mental Health**
**Conditions at Entry**

Q13a1

	Total persons	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Mental illness	425	422	2	0	1
b. Alcohol abuse	67	67	0	0	0
c. Drug abuse	83	83	0	0	0
d. Both alcohol and drug abuse	44	44	0	0	0
e. Chronic health condition	401	394	7	0	0
f. HIV/AIDS and related diseases	14	14	0	0	0
g. Developmental disability	199	197	2	0	0
h. Physical disability	355	352	3	0	0

**13b1. Physical and  
Mental Health**
**Conditions of Leavers**

Q13b1

	Total persons	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Mental illness	6	5	1	0	0
b. Alcohol abuse	0	0	0	0	0
c. Drug abuse	2	2	0	0	0
d. Both alcohol and drug abuse	1	1	0	0	0
e. Chronic health condition	5	3	2	0	0
f. HIV/AIDS and related diseases	0	0	0	0	0
g. Developmental disability	3	1	2	0	0
h. Physical disability	3	1	2	0	0

**13c1. Physical and  
Mental Health**
**Conditions of Stayers**

Q13c1

	Total persons	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Mental illness	4	4	0	0	0
b. Alcohol abuse	1	1	0	0	0
c. Drug abuse	0	0	0	0	0
d. Both alcohol and drug abuse	0	0	0	0	0
e. Chronic health condition	9	9	0	0	0
f. HIV/AIDS and related diseases	0	0	0	0	0
g. Developmental disability	0	0	0	0	0
h. Physical disability	6	6	0	0	0

**Q14. Domestic Violence****14a. Persons with Domestic Violence History**

Q14a

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Yes	277	243	33	0	1
b. No	990	975	14	0	1
c. Don't know / refused	16	16	0	0	0
d. Information missing	15	15	0	0	0
<b>e. Total</b>	<b>1298</b>	<b>1249</b>	<b>47</b>	<b>0</b>	<b>2</b>

**14b. Persons Fleeing Domestic Violence**

Q14b

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Yes	74	44	30	0	0
b. No	188	184	3	0	1
c. Don't know / refused	12	12	0	0	0
d. Information missing	0	0	0	0	0
<b>e. Total</b>	<b>274</b>	<b>240</b>	<b>33</b>	<b>0</b>	<b>1</b>

**Q15. Living Situation**

Q15

Combined Report

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
<b>a. Homeless situations</b>					
a1. Emergency shelter	371	362	8	0	1
a2. Transitional housing for homeless persons	2	2	0	0	0
a3. Place not meant for human habitation	845	824	20	0	1
a4. Safe haven	3	3	0	0	0
a5. Interim housing	0	0	0	0	0
az. Total	1221	1191	28	0	2
<b>b. Institutional settings</b>					
b1. Psychiatric facility	0	0	0	0	0
b2. Substance abuse or detox center	2	2	0	0	0
b3. Hospital (non-psychiatric)	10	10	0	0	0
b4. Jail, prison or juvenile detention	3	3	0	0	0
b5. Foster care home or foster care group home	0	0	0	0	0
b6. Long-term care facility or nursing home	0	0	0	0	0
b7. Residential project or halfway house with no homeless criteria	0	0	0	0	0
bz. Total	15	15	0	0	0

Combined Report

<b>c. Other locations</b>					
c01. PH for homeless persons	0	0	0	0	0
c02. Owned by client, no subsidy	0	0	0	0	0
c03. Owned by client, with subsidy	0	0	0	0	0
c04. Rental by client, no subsidy	11	2	9	0	0
c05. Rental by client, with VASH subsidy	2	0	2	0	0
c06. Rental by client, with GPD TIP subsidy	0	0	0	0	0
c07. Rental by client, with other subsidy	0	0	0	0	0
c08. Hotel or motel paid by client	19	16	3	0	0
c09. Staying or living with friend(s)	12	11	1	0	0
c10. Staying or living with family	11	7	4	0	0
c11. Don't know / refused	0	7	0	0	0
c12. Information missing	0	0	0	0	0
cz. Total	62	43	19	0	0
<b>d. Total</b>	<b>1298</b>	<b>1249</b>	<b>47</b>	<b>0</b>	<b>2</b>

**Q20. Non-Cash Benefits**

**20a. Type of Non-Cash Benefit Sources**

Q20a

	<b>At entry</b>	<b>At Latest Annual Assessment for Stayers</b>	<b>At Exit for Leavers</b>
a. Supplemental Nutritional Assistance Program	567	0	555
b. WIC	6	0	8
c. TANF Child Care services	5	0	5
d. TANF transportation services	5	0	5
e. Other TANF-funded services	1	0	2
f. Other source	12	0	20

**Q21. Health Insurance**      Q21



	At entry	At Latest Annual Assessment for Stayers	At Exit for Leavers
a. MEDICAID health insurance	924	0	906
b. MEDICARE health insurance	161	0	159
c. State Children's Health Insurance	0	0	0
d. VA Medical Services	24	0	25
e. Employer-provided health insurance	5	0	6
f. Health insurance through COBRA	1	0	1
g. Private pay health insurance	34	0	33
h. State Health Insurance for Adults	1	0	1
i. Indian Health Services Program	1	0	0
j. Other	23	0	23
k. No health insurance	422	0	402
l. Client doesn't know/Client refused	9	0	11
m. Data not collected	4	0	1
n. Number of adult stayers not yet required to have an annual assessment	0	33	0
o. 1 source of health insurance	940	0	922
p. More than 1 source of health insurance	104	0	104

**Q22. Length of Participation****Q22a2. Length of  
Participation—ESG  
projects**

Q22a2

	Total	Leavers	Stayers
a. 0 to 7 days	692	687	5
b. 8 to 14 days	146	145	1
c. 15 to 21 days	105	102	3
d. 22 to 30 days	92	86	6
e. 31 to 60 days	167	162	5
f. 61 to 90 days	75	72	3
g. 91 to 180 days	56	55	1
h. 181 to 365 days	33	22	11
i. 366 to 730 days (1-2 yrs.)	14	11	3
j. 731 to 1095 days (2-3 yrs.)	5	5	0
k. 1096 to 1460 days (3-4 yrs.)	0	0	0
l. 1461 to 1825 days (4-5 yrs.)	0	0	0
m. More than 1825 days (>5 yrs.)	0	0	0
n. Information missing	8	8	0
<b>o. Total</b>	<b>1393</b>	<b>1355</b>	<b>38</b>

**Q22c. RRH Length of  
Time between Project  
Entry Date and  
Residential Move-in  
Date**

Q22c

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. 0-7 days	4	4	0	0	0
b. 8-14 days	1	1	0	0	0
c. 15-21 days	4	4	0	0	0
d. 22 to 30 days	0	0	0	0	0
e. 31 to 60 days	0	0	0	0	0
f. 61 to 180 days	0	0	0	0	0
g. 181 to 365 days	0	0	0	0	0
h. 366 to 730 days (1-2 yrs.)	0	0	0	0	0
i. Data Not Collected	0	0	0	0	0
<b>j. Total</b>	<b>9</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Q22d. Length of  
Participation by  
Household type**

Q22d

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. 0 to 7 days	692	677	13	0	2
b. 8 to 14 days	146	142	4	0	0
c. 15 to 21 days	105	93	12	0	0
d. 22 to 30 days	92	72	20	0	0
e. 31 to 60 days	167	130	37	0	0
f. 61 to 90 days	75	64	11	0	0
g. 91 to 180 days	56	51	5	0	0
h. 181 to 365 days	33	19	11	3	0
i. 366 to 730 days (1-2 yrs.)	14	1	3	10	0
j. 731 to 1095 days (2-3 yrs.)	5	0	0	5	0
k. 1096 to 1460 days (3-4 yrs.)	0	0	0	0	0
l. 1461 to 1825 days (4-5 yrs.)	0	0	0	0	0
m. More than 1825 days (>5 yrs.)	0	0	0	0	0
n. Information missing	8	0	8	0	0
<b>o. Total</b>	<b>1393</b>	<b>1249</b>	<b>124</b>	<b>18</b>	<b>2</b>

**Q23. Exit Destination –**  
**More than 90 Days**      Q23

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
<b>a. Permanent destinations</b>					
a01. Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
a02. Owned by client, no ongoing subsidy	0	0	0	0	0
a03. Owned by client, with ongoing subsidy	0	0	0	0	0
a04. Rental by client, no ongoing subsidy	31	8	15	8	0
a05. Rental by client, VASH subsidy	0	0	0	0	0
a06. Rental by client, with GPD TIP housing subsidy	0	0	0	0	0
a07. Rental by client, other ongoing subsidy	5	1	0	4	0
a08. Permanent housing for homeless persons	3	0	0	3	0
a09. Staying or living with family, permanent tenure	0	0	0	0	0
a10. Staying or living with friends, permanent tenure	0	0	0	0	0

Combined Report

az. Total	39	9	15	15	0
<b>b. Temporary destinations</b>					
b1. Emergency shelter	0	0	0	0	0
b2. Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
b3. Transitional housing for homeless persons	0	0	0	0	0
b4. Staying with family, temporary tenure	0	0	0	0	0
b5. Staying with friends, temporary tenure	0	0	0	0	0
b6. Place not meant for human habitation	0	0	0	0	0
b7. Safe Haven	0	0	0	0	0
b8. Hotel or motel paid by client	4	0	4	0	0
bz. Total	4	0	4	0	0
<b>c. Institutional settings</b>					
c1. Foster care home or group foster care home	0	0	0	0	0
c2. Psychiatric hospital or other psychiatric facility	0	0	0	0	0
c3. Substance abuse treatment facility or detox center	0	0	0	0	0
c4. Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
c5. Jail, prison or juvenile detention facility	0	0	0	0	0
c6. Long term care facility or nursing home	0	0	0	0	0

Combined Report

cz. Total	0	0	0	0	0
<b>d. Other destinations</b>					
d1. Residential project or halfway house with no homeless criteria	0	0	0	0	0
d2. Deceased	0	0	0	0	0
d3. Other	49	49	0	0	0
d4. Don't know / refused	0	0	0	0	0
d5. Information missing	1	1	0	0	0
dz. Total	50	50	0	0	0
<b>e. Total</b>	93	59	19	15	0

**Q23a. Exit****Destination—All  
persons**

Q23a

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
<b>a. Permanent destinations</b>					
a01. Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
a02. Owned by client, no ongoing subsidy	0	0	0	0	0
a03. Owned by client, with ongoing subsidy	0	0	0	0	0
a04. Rental by client, no ongoing subsidy	76	2	66	8	0
a05. Rental by client, VASH subsidy	0	0	0	0	0
a06. Rental by client, with GPD TIP housing subsidy	0	0	0	0	0
a07. Rental by client, other ongoing subsidy	23	0	19	4	0
a08. Permanent housing for homeless persons	3	0	0	3	0
a09. Staying or living with family, permanent tenure	16	0	16	0	0
a10. Staying or living with friends, permanent tenure	0	0	0	0	0

Combined Report

az. Total	118	2	101	15	0
<b>b. Temporary destinations</b>					
b1. Emergency shelter	1	1	0	0	0
b2. Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
b3. Transitional housing for homeless persons	4	2	2	0	0
b4. Staying with family, temporary tenure	1	1	0	0	0
b5. Staying with friends, temporary tenure	1	1	0	0	0
b6. Place not meant for human habitation	1	1	0	0	0
b7. Safe Haven	0	0	0	0	0
b8. Hotel or motel paid by client	4	0	4	0	0
bz. Total	12	6	6	0	0
<b>c. Institutional settings</b>					
c1. Foster care home or group foster care home	1	1	0	0	0
c2. Psychiatric hospital or other psychiatric facility	0	0	0	0	0
c3. Substance abuse treatment facility or detox center	0	0	0	0	0
c4. Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
c5. Jail, prison or juvenile detention facility	0	0	0	0	0
c6. Long term care facility or nursing home	0	0	0	0	0



Combined Report

cz. Total	0	0	0	0	0
<b>d. Other destinations</b>					
d1. Residential project or halfway house with no homeless criteria	0	0	0	0	0
d2. Deceased	1	1	0	0	0
d3. Other	1212	1202	8	0	2
d4. Don't know / refused	1	1	0	0	0
d5. Information missing	2	2	0	0	0
dz. Total	1216	1206	8	0	2
<b>e. Total</b>	1346	1213	115	15	2

**Q23b. Homeless  
Prevention Housing  
Assessment at Exit**

Q23b

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Able to maintain the housing they had at project entry--Without a subsidy	3	0	3	0	0
b. Able to maintain the housing they had at project entry--With the subsidy they had at project entry	16	0	16	0	0
c. Able to maintain the housing they had at project entry--With an on-going subsidy acquired since project entry	0	0	0	0	0
d. Able to maintain the housing they had at project entry--Only with financial assistance other than a subsidy	0	0	0	0	0
e. Moved to new housing unit--With on-going subsidy	0	0	0	0	0
f. Moved to new housing unit--Without an on-going subsidy	0	0	0	0	0
g. Moved in with family/friends on a temporary basis	0	0	0	0	0
h. Moved in with family/friends on a permanent basis	0	0	0	0	0
i. Moved to a transitional or temporary housing facility or program	0	0	0	0	0
j. Client became homeless-moving to a shelter or other place unfit for human habitation	0	0	0	0	0

Combined Report

k. Client went to jail/prison	0	0	0	0	0
l. Client died	0	0	0	0	0
m. Client doesn't know/Client refused	0	0	0	0	0
n. Data not collected (no exit interview completed)	34	0	0	0	34
<b>o. Total</b>	<b>53</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>34</b>

**Q24. Exit Destination –  
90 Days or Less**

Q24

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
<b>a. Permanent destinations</b>					
a01. Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
a02. Owned by client, no ongoing subsidy	0	0	0	0	0
a03. Owned by client, with ongoing subsidy	0	0	0	0	0
a04. Rental by client, no ongoing subsidy	20	1	19	0	0
a05. Rental by client, VASH subsidy	0	0	0	0	0
a06. Rental by client, with GPD TIP housing subsidy	0	0	0	0	0
a07. Rental by client, other ongoing subsidy	0	0	0	0	0
a08. Permanent housing for homeless persons	0	0	0	0	0
a09. Staying or living with family, permanent tenure	0	0	0	0	0
a10. Staying or living with friends, permanent tenure	0	0	0	0	0

Combined Report

az. Total	20	1	19	0	0
<b>b. Temporary destinations</b>					
b1. Emergency shelter	1	1	0	0	0
b2. Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
b3. Transitional housing for homeless persons	2	2	0	0	0
b4. Staying with family, temporary tenure	1	1	0	0	0
b5. Staying with friends, temporary tenure	1	1	0	0	0
b6. Place not meant for human habitation	1	1	0	0	0
b7. Safe Haven	0	0	0	0	0
b8. Hotel or motel paid by client	0	0	0	0	0
bz. Total	6	6	0	0	0
<b>c. Institutional settings</b>					
c1. Foster care home or group foster care home	1	1	0	0	0
c2. Psychiatric hospital or other psychiatric facility	0	0	0	0	0
c3. Substance abuse treatment facility or detox center	0	0	0	0	0
c4. Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
c5. Jail, prison or juvenile detention facility	0	0	0	0	0
c6. Long term care facility or nursing home	0	0	0	0	0

Combined Report

cz. Total	0	0	0	0	0
<b>d. Other destinations</b>					
d1. Residential project or halfway house with no homeless criteria	0	0	0	0	0
d2. Deceased	1	1	0	0	0
d3. Other	1155	1153	0	0	2
d4. Don't know / refused	1	1	0	0	0
d5. Information missing	1	1	0	0	0
dz. Total	1158	1156	0	0	2
<b>e. Total</b>	1184	1163	19	0	2

**25a. Number of Veterans**

Q25a

	Total	a. Without children	b. With children and adults	c. Unknown household type
a. Chronically homeless veteran	23	23	0	0
b. Non-chronically homeless veteran	82	82	0	0
c. Not a veteran	1181	1134	47	0
d. Client Doesn't Know/Client Refused	5	5	0	0
e. Data Not Collected	5	5	0	0
<b>f. Total</b>	1296	1249	47	0

**Q26b. Number of Chronically Homeless Persons by Household**

Q26b

	Total	a. Without children	b. With children and adults	c. With only children	d. Unknown household type
a. Chronically homeless	217	217	0	0	0
b. Not chronically homeless	1171	1027	124	18	2
c. Client Doesn't Know/Client Refused	5	5	0	0	0
d. Data Not Collected	0	0	0	0	0

## ESG Subrecipients

## CR-60 - ESG 91.520(g) (ESG Recipients only)

### ESG Supplement to the CAPER in *e-snaps*

#### For Paperwork Reduction Act

#### 1. Recipient Information—All Recipients Complete

##### Basic Grant Information

Recipient Name	GARDEN GROVE
Organizational DUNS Number	009596495
EIN/TIN Number	956005848
Identify the Field Office	LOS ANGELES
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Santa Ana/Anaheim/Orange County CoC

##### ESG Contact Name

Prefix	Ms
First Name	Allison
Middle Name	D
Last Name	WILSON
Suffix	0
Title	Neighborhood Improvement Manager

##### ESG Contact Address

Street Address 1	11222 Acacia Parkway
Street Address 2	0
City	Garden Grove
State	CA
ZIP Code	92840-
Phone Number	7147415139
Extension	0
Fax Number	0
Email Address	allisonj@garden-grove.org

##### ESG Secondary Contact

Prefix	Ms
First Name	Nida
Last Name	Watkins
Suffix	0
Title	Project Manager
Phone Number	7147415159
Extension	0
Email Address	nidaw@garden-grove.org



## 2. Reporting Period—All Recipients Complete

Program Year Start Date 07/01/2015  
Program Year End Date 06/30/2016

### 3a. Subrecipient Form – Complete one form for each subrecipient

**Subrecipient or Contractor Name:** GRANDMA’S HOUSE OF HOPE

**City:** Santa Ana

**State:** CA

**Zip Code:** 92705

**DUNS Number:** 969463293

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 20000

**Subrecipient or Contractor Name:** INTERVAL HOUSE

**City:** Seal Beach

**State:** CA

**Zip Code:** 90740

**DUNS Number:** 113510176

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 87896

**Subrecipient or Contractor Name:** MERCY HOUSE TRANSITIONAL LIVING CENTERS

**City:** Santa Ana

**State:** CA

**Zip Code:** 92702

**DUNS Number:** 879797165

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 10000

**Subrecipient or Contractor Name:** OC Partnership

**City:** Santa Ana

**State:** CA

**Zip Code:** 92705

**DUNS Number:** 014692973

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 8090

**Subrecipient or Contractor Name:** Thomas House Temporary Shelter

**City:** Garden Grove

**State:** CA

**Zip Code:** 92842

**DUNS Number:** 075396882

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 45203



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	56,319.00
02 ENTITLEMENT GRANT	1,931,623.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	56,013.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,043,955.00

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	298,033.00
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	298,033.00
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	307,896.19
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	1,226,880.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	56,013.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,888,822.19
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	155,132.81

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	298,033.00
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	298,033.00
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2016 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	289,743.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	289,743.00
32 ENTITLEMENT GRANT	1,931,623.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,931,623.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	15.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	307,896.19
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	56,013.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	363,909.19
42 ENTITLEMENT GRANT	1,931,623.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,931,623.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	18.84%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	5	621	6027187	CDBG Senior Center	05A	LMC	\$98,878.10
2016	5	621	6069410	CDBG Senior Center	05A	LMC	\$60,880.90
2016	6	622	6027192	CDBG Community SeniorServ	05A	LMC	\$10,000.00
2016	6	622	6069411	CDBG Community SeniorServ	05A	LMC	\$10,000.00
					05A	Matrix Code	\$179,759.00
2016	4	620	6027192	CDBG Gang Suppression Special Unit	05I	LMA	\$69,655.15
2016	4	620	6069412	CDBG Gang Suppression Special Unit	05I	LMA	\$40,328.85
					05I	Matrix Code	\$109,984.00
2016	13	633	6069550	Senior Grant Rehabilitation	14A	LMH	\$8,290.00
					14A	Matrix Code	\$8,290.00
Total							\$298,033.00

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	5	621	6027187	CDBG Senior Center	05A	LMC	\$98,878.10
2016	5	621	6069410	CDBG Senior Center	05A	LMC	\$60,880.90
2016	6	622	6027192	CDBG Community SeniorServ	05A	LMC	\$10,000.00
2016	6	622	6069411	CDBG Community SeniorServ	05A	LMC	\$10,000.00
					05A	Matrix Code	\$179,759.00
2016	4	620	6027192	CDBG Gang Suppression Special Unit	05I	LMA	\$69,655.15
2016	4	620	6069412	CDBG Gang Suppression Special Unit	05I	LMA	\$40,328.85
					05I	Matrix Code	\$109,984.00
Total							\$289,743.00

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	1	618	6027192	Program Administration	20		\$176,520.25
2016	1	618	6069413	Program Administration	20		\$127,674.94
					20	Matrix Code	\$304,195.19
2015	3	607	5964781	CDBG MUNICIPAL SUPPORT SERVICES	21B		(\$21,081.00)
2016	2	619	6027192	Municipal Support Services	21B		\$14,456.19
2016	2	619	6069414	Municipal Support Services	21B		\$10,325.81
					21B	Matrix Code	\$3,701.00
2015	5	604	5964781	FAIR HOUSING FOUNDATION	21D		(\$34,932.00)
2016	3	624	6027192	CDBG Fair Housing Foundation	21D		\$16,240.76
2016	3	624	6069415	CDBG Fair Housing Foundation	21D		\$18,691.24
					21D	Matrix Code	\$0.00
Total							\$307,896.19

**Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
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**Supplemental Notes / Explanations for Manual Adjustments**

- LINE 01**      LINE 01 *Unexpended CDBG Funds at the End of Previous Program Year* shows a total of \$56,319, which was retrieved from the 2015 PR26 Report.
- LINE 14**      An adjustment of \$56,013 is included in Line 14 *Adjustment to Compute Total Expenditures* as this return to the CDBG line of credit was accounted for in the 2015 PR26 Report. During year-end reconciliation activities for 2015, the City noticed that it erroneously over committed funds in 2015 IDIS activity #'s 604 and 607. These funds were mistakenly drawn down and in September 2016, the City took action to send the money back to the line of credit. Once the credit posted to IDIS Activity #002 on September 17, 2016, the credit was transferred to IDIS activities #604 and #607. Therefore, \$56,013 is placed in Line 14 in order to back out the \$56,013 that was returned to the CDBG line of credit.
- LINE 40**      See explanation above. The adjustment of \$56,013 to Line 40 is used to offset two PA credit transfers: one for (\$21,081) for IDIS Activity #607 and another for (\$34,932) for IDIS Activity #604.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving General Plan Amendment No. GPA-002-2017(A) for properties located at 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11 <sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13 <sup>th</sup> Street, and 14301 and 14321 Brookhurst Street, Garden Grove. ( <i>Action Item</i> )		
		Date:	12/12/2017

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**OBJECTIVE**

The purpose of this report is to transmit a recommendation of the Planning Commission to approve General Plan Amendment No. GPA-002-2017(A) to change the General Plan Land Use designation of approximately 15-acres of land comprised of 14 parcels from Civic/Institutional (CI) to Medium Density Residential (MDR) to correct an inconsistency between the zoning and the General Plan Land Use designations of the parcels. The subject properties are located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11<sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13<sup>th</sup> Street, and 14301 and 14321 Brookhurst Street.

**BACKGROUND**

On November 2, 2017, the Planning Commission recommended approval of General Plan Amendment No. GPA-002-2017(A) to City Council by a 6-0 vote. No one spoke in favor of or in opposition to the request.

The properties are located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County. The properties abut C-1 (Neighborhood

Commercial) zoned properties on the southwest corner of 13<sup>th</sup> Street and Brookhurst Street, O-S (Open Space) zoned properties to the north, across 13<sup>th</sup> Street and to the west, across Kerry Street, C-1 zoned properties to the east, across Brookhurst Street, and R-1 (Single-Family Residential) and R-3 zoned properties to the south, across 11<sup>th</sup> Street.

The subject properties are zoned R-3 (Multiple-Family Residential), with the exception of the Islamic Society of Orange County, which has a Planned Unit Development zoning which retains an R-3 base zone, and have a General Plan Land Use Designation of Civic/Institutional. The R-3 zoning is not consistent with the Civic/Institutional General Plan designation.

### DISCUSSION

All properties located within the block have a General Plan Land Use designation of Civic/Institutional, with the exception of two properties on the southwest corner of Brookhurst Street and 13<sup>th</sup> Street, which have a Land Use designation of Light Commercial. The Civic/Institutional Land Use designation was added for the first time in the current General Plan 2030, adopted in 2008. This new land use designation is intended for educational uses, such as, elementary, middle, and high schools, colleges, universities, hospitals, and governmental facilities. The previous Open Space (OS) Land Use designation combined parks, school uses, golf courses, and other public and private open space land under one designation. In the current General Plan, the City determined to keep the Open Space designation for recreational areas, such as parks, right-of-ways, flood channels and introduce the Civic/Institutional designation to educational uses and government facilities, such as the Merton E. Hill Elementary School to the west, across Kerry Street.

Planning staff has reviewed the history of the General Plan designations and has determined that the Civic/Institutional Land Use designation on the 14 properties is the result of a mapping error in the current General Plan. Only the Merton E. Hill Elementary School to the west across Kerry Street should have been included in the Civic/Institutional designation. Changing the subject properties back to the Medium Density Residential designation will correct the prior mapping error and eliminate the current inconsistency between the General Plan land use and Zoning designations for the properties located in this block.

No new development is being proposed with this request, however, the subject General Plan Amendment is being processed concurrently with proposed General Plan Amendment No. GPA-002-2017(B) and Site Plan No. SP-038-2017 to also change the General Plan land use designation of the property located at 9841 11<sup>th</sup> Street and to construct a ten (10) unit residential project.

### FINANCIAL IMPACT

None.

### RECOMMENDATION

- Conduct a Public Hearing; and
- Determine that the General Plan Amendment is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15061(b)(3); and
- Adopt the attached Resolution approving General Plan Amendment No. GPA-002-2017(A).

By: Mary Medrano, Assistant Planner

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
CC Resolution GPA-002-2017(A)	12/7/2017	Resolution	12-12-17_CC_GPA-002-2017(A)CityCouncilResolution.pdf
Map Exhibit for Draft City Council Resolution for GPA-002-2017(A)	11/28/2017	Exhibit	GPA-002-2017(A)_VicinityMap.pdf
Planning Commission Staff Report dated November 2, 2017 for General Plan Amendment No. GPA-002-2017(A)	11/28/2017	Backup Material	GPA-002-2017(A)_SR.pdf
Planning Commission Resolution No. 5901-17 for GPA-002-2017(A)	11/28/2017	Resolution	GPA-002-2017(A)_Reso.pdf
Planning Commission Draft Minute Excerpt of November 2, 2017	11/28/2017	Backup Material	GPA-002-2017(A)MinuteExcerpt.doc



GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
APPROVING GENERAL PLAN AMENDMENT NO. GPA-002-2017(A)

WHEREAS, the case, initiated by the City of Garden Grove, proposes to change the General Plan land use designation approximately 15-acres of land comprised of 14 parcels located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11<sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13<sup>th</sup> Street, and 14301 and 14321 Brookhurst Street (collectively, the "Properties"), from Civic/Institutional (CI) to Medium Density Residential (MDR); and

WHEREAS, the Planning Commission, at a Public Hearing held on November 2, 2017, recommended approval of General Plan Amendment No. GPA-002-2017(A) pursuant to Resolution No. 5901-17; and

WHEREAS, the City Council finds that the proposed General Plan Amendment is not subject to the California Environmental Quality Act ("CEQA"; Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, pursuant to a legal notice, a public hearing was held by the City Council on December 12, 2017, and all interested persons were given an opportunity to be heard; and

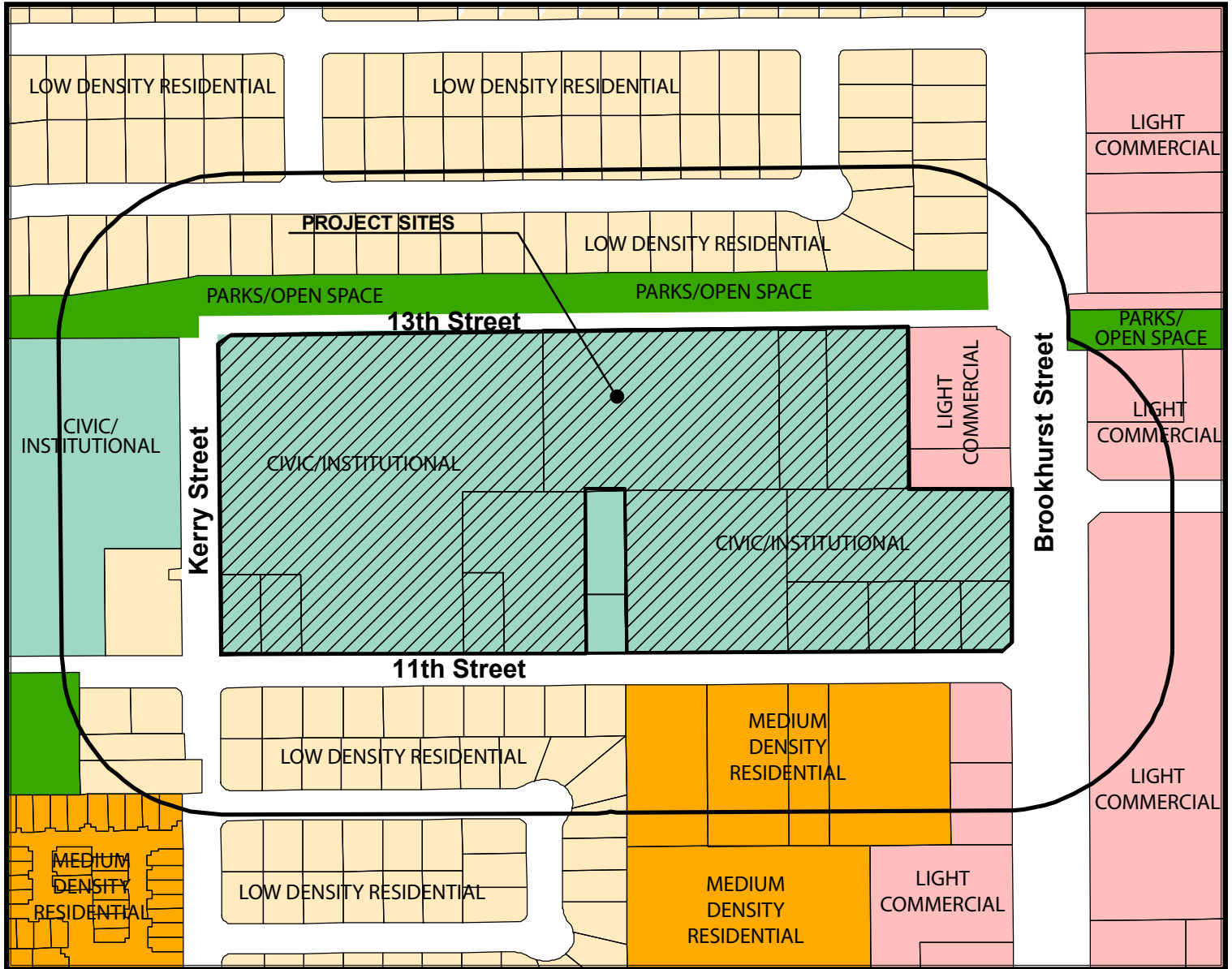
WHEREAS, the City Council gave due and careful consideration to the matter during its meeting of December 12, 2017.

NOW, THEREFORE, BE IT FURTHER RESOLVED:



1. General Plan Amendment No. GPA-002-2017(A) is hereby approved pursuant to the facts and reasons stated in Planning Commission Resolution No. 5901-17 a copy of which is on file in the office of the City Clerk and incorporated herein by reference with the same force and effect as if set forth in full.
2. The properties shown on the attached map is changed from Civic/Institutional to Medium Density Residential. The General Plan map is amended accordingly.



# GENERAL PLAN AMENDMENT NO. GPA-002-2017(A)



## LEGEND

-  SUBJECT SITES
-  300 FEET RADIUS

## NOTES

1. SITE ADDRESSES - 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, AND 9791 11TH STREET, 9752, 9762, 9802, 9820, 9822, 9842, 9902, AND 9904 13TH STREET, 14301 AND 14321 BROOKHURST STREET
2. GENERAL PLAN: CIVIC / INSTITUTION TO MEDIUM DENSITY RESIDENTIAL

0 125 250 500 750 1,000 Feet



CITY OF GARDEN GROVE  
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT  
PLANNING DIVISION

# COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

<b>AGENDA ITEM NO.:</b>  <b>C.2.</b>	<b>SITE LOCATION:</b> North side of 11 <sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11 <sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13 <sup>th</sup> Street, and 14301 and 14321 Brookhurst Street.
<b>HEARING DATE:</b> November 2, 2017	<b>GENERAL PLAN:</b> Civic/Institutional <b>PROPOSED:</b> Medium Density Residential
<b>CASE NOS.:</b> General Plan Amendment No. GPA-002-2017(A)	<b>ZONE:</b> R-3 (Multiple-Family Residential) and Planned Unit Development No. PUD-130-99
<b>APPLICANT:</b> City of Garden Grove	<b>CEQA DETERMINATION:</b> Exempt
<b>PROPERTY OWNER(S):</b> Various Owners	<b>APN:</b> 098-120-04, 05, 18, 23, 25, 39, 40, 41, 42, 52, 57, 58, 59, 62, 63, 64, 65, 66, and 930-384-55

## **REQUEST:**

Planning Commission recommends City Council approval to change the General Plan land use designation of approximately 15-acres of land comprised of 14 parcels from Civic/Institutional (CI) to Medium Density Residential (MDR) to correct an inconsistency between the zoning and the General Plan Land Use designations of the parcels. The properties are zoned R-3 (Multiple-Family Residential) and PUD-130-99 (Planned Unit Development), which is consistent with the proposed Medium Density Residential General Plan Land Use Designation. No new development is proposed with this request.

## **BACKGROUND:**

The subject properties are located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11<sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13<sup>th</sup> Street, and 14301 and 14321 Brookhurst Street. Several parcels encompass multiple addresses and more than one Assessor's Parcel Number, or APN. The fourteen parcels all have a General Plan Land Use designation of Civic/Institutional and are zoned R-3 (Multiple-Family Residential), with the exception of one parcel located at 9752 13<sup>th</sup> Street, which is zoned Planned Unit Development No. PUD-130-99 with R-3 base zoning.

The properties are located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County. The properties about C-1 (Neighborhood Commercial) zoned properties on the southwest corner of 13<sup>th</sup> Street and Brookhurst Street, O-S (Open Space) zoned properties to the north, across 13<sup>th</sup> Street and to the west, across Kerry Street, C-1 zoned properties to the east, across Brookhurst Street, and R-1 (Single-Family Residential) and R-3 zoned properties to the south, across 11<sup>th</sup> Street.

All properties located within the block have a General Plan Land Use designation of Civic/Institutional, with the exception of two properties on the southwest corner of Brookhurst Street and 13<sup>th</sup> Street, which have a Land Use designation of Light Commercial. The Civic/Institutional Land Use designation was added for the first time in the current General Plan 2030, adopted in 2008. This new land use designation is intended for educational uses, such as, elementary, middle, and high schools, colleges, universities, hospitals, and governmental facilities. The previous Open Space (OS) Land Use designation combined parks, school uses, golf courses, and other public and private open space land under one designation. In the current General Plan, the City determined to keep the Open Space designation for recreational areas, such as parks, right-of-ways, flood channels and introduce the Civic/Institutional designation to educational uses and government facilities, such as the Merton E. Hill Elementary School to the west, across Kerry Street.

### **DISCUSSION:**

The subject 14 properties were not included in the Open Space designation in the previous General Plan. Rather, prior to 2008, all of the properties had a Land Use designation of Medium Density Residential. All of these properties were included in the change to Civic/Institutional in the current General Plan. However, the subject properties are developed mainly with residential uses and all but one retain an R-3 zoning which is not consistent with the Civic/Institutional General Plan designation. Although the Islamic Society of Orange County has a Planned Unit Development zoning, the PUD, retains an R-3 base zone. The R-3 zoning designation is consistent with the Medium Density Residential General Plan land use designation.

Planning staff has reviewed the history of the General Plan designations and has determined that the Civic/Institutional Land Use designation on the 14 properties is the result of a mapping error in the current General Plan. Only the Merton E. Hill Elementary School to the west across Kerry Street should have been included in the Civic/Institutional designation. Changing the subject properties back to the Medium Density Residential designation will correct the prior mapping error and eliminate the current inconsistency between the General Plan land use and Zoning designations for the properties located in this block.

This is a City-initiated action to correct a prior administrative mapping error, and no development project is proposed in conjunction with the proposed General Plan Amendment. Therefore, the proposed General Plan Amendment is not subject to review under the California Environmental Quality Act ("CEQA") pursuant to Section

15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Note that the property at 9841 11<sup>th</sup> Street is not included in the subject request since a ten (10) unit residential project is being proposed via General Plan Amendment No. GPA-002-2017(B) and Site Plan No. SP-038-2017. This request is being processed separately from this General Plan Amendment request.

**RECOMMENDATION:**

Staff recommends that the Planning Commission:

- Adopt Resolution No. 5901-17 recommending approval of General Plan Amendment No. GPA-002-2017(A) to the City Council.



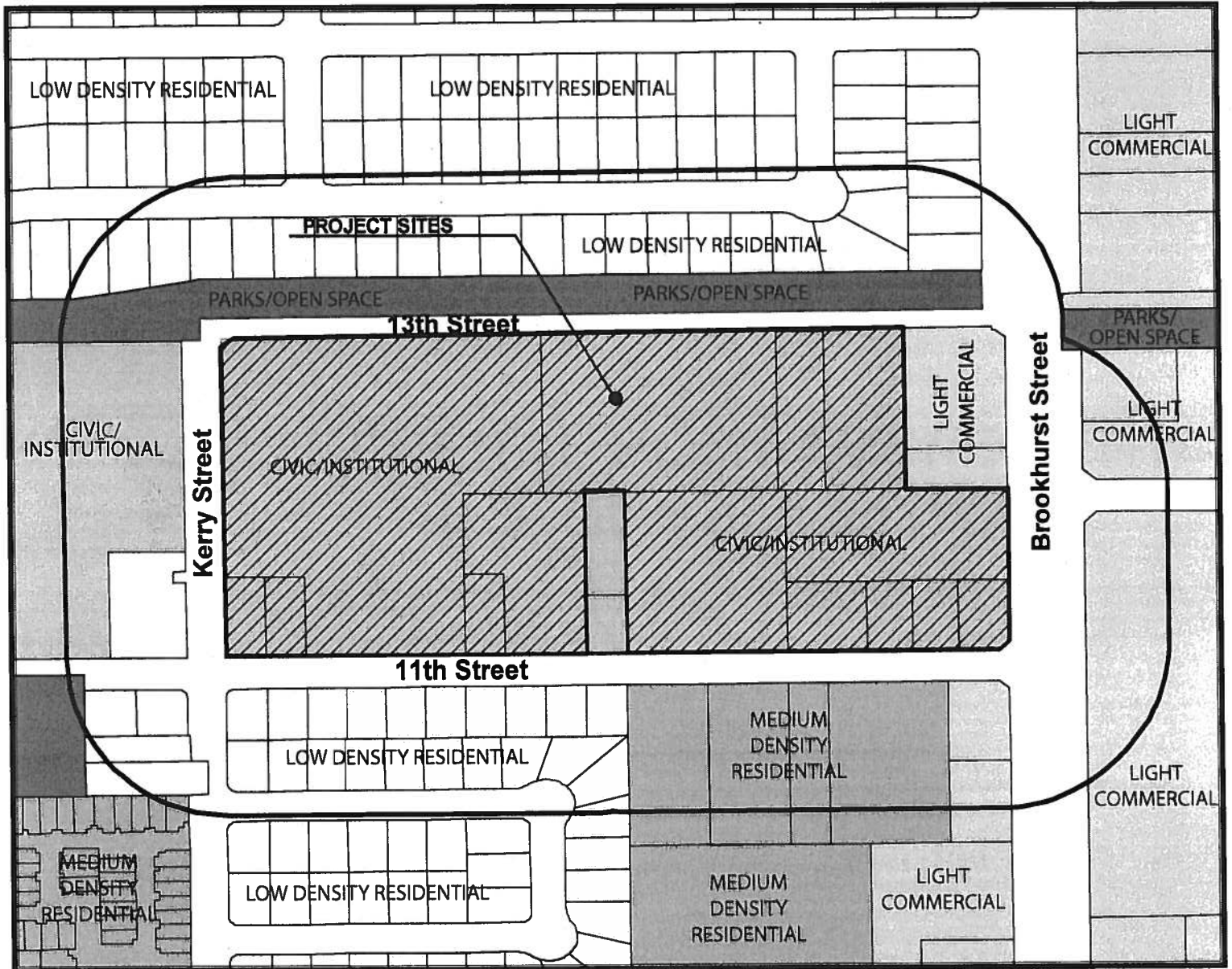
LEE MARINO  
Planning Services Manager





By: Mary Medrano  
Assistant Planner



# GENERAL PLAN AMENDMENT NO. GPA-002-2017(A)



## LEGEND

-  SUBJECT SITES
-  300 FEET RADIUS

## NOTES

1. SITE ADDRESSES - 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, AND 9791 11TH STREET, 9752, 9762, 9802, 9820, 9822, 9842, 9902, AND 9904 13TH STREET, 14301 AND 14321 BROOKHURST STREET
2. GENERAL PLAN: CIVIC / INSTITUTION TO MEDIUM DENSITY RESIDENTIAL

0 125 250 500 750 1,000 Feet



## RESOLUTION NO. 5901-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOMMENDING THAT THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT NO. GPA-002-2017(A) CHANGING THE LAND USE MAP FROM CIVIC/INSTITUTIONAL TO MEDIUM DENSITY RESIDENTIAL FOR LAND LOCATED ON THE NORTH SIDE OF 11<sup>TH</sup> STREET, BETWEEN BROOKHURST STREET AND KERRY STREET, AT 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, AND 9791 11<sup>TH</sup> STREET, 9752, 9762, 9802, 9820, 9822, 9842, 9902, AND 9904 13<sup>TH</sup> STREET, AND 14301 AND 14321 BROOKHURST STREET, PARCEL NOS. 098-120-04, 05, 18, 23, 25, 39, 40, 41, 42, 52, 57, 58, 59, 62, 63, 64, 65, 66, AND 930-384-55.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in a regular session assembled on November 2, 2017, hereby recommends City Council approval of General Plan Amendment No. GPA-002-2017(A) to change the General Plan land use designation of approximately 15-acres of land comprised of 14 parcels located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11<sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13<sup>th</sup> Street, and 14301 and 14321 Brookhurst Street (collectively, the "Properties"), from Civic/Institutional (CI) to Medium Density Residential (MDR).

BE IT FURTHER RESOLVED in the matter of General Plan Amendment No. GPA-002-2017(A) the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by City of Garden Grove.
2. The City of Garden Grove proposes to amend the General Plan Land Use designation of the Properties from Civic/Institutional to Medium Density Residential to correct an inconsistency between the zoning and the General Plan Land Use designations of the Properties resulting from a prior mapping error.
3. The proposed General Plan Amendment is not subject to the California Environmental Quality Act ("CEQA") (Cal. Pub. Resources Code Section 21000 et seq pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
4. The Properties have a General Plan Land Use designation of Civic/Institutional, thirteen of the parcels are zoned R-3 (Multiple-Family Residential), and one parcel is zoned Planned Unit Development No. PUD-130-99 with a base zone of R-3.

5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on November 2, 2017, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of November 2, 2017; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.12.020 and 9.24.030, are as follows:

FACTS:

The subject Properties are located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9741, 9761, 9811, 9823, 9831, 9861, 9921, 9941, 9961, 9971, and 9791 11<sup>th</sup> Street, 9752, 9762, 9802, 9820, 9822, 9842, 9902, and 9904 13<sup>th</sup> Street, and 14301 and 14321 Brookhurst Street. The parcels all have a General Plan Land Use designation of Civic/Institutional and are zoned R-3 (Multiple-Family Residential), with the exception of one parcel located at 9752 13<sup>th</sup> Street, which is zoned Planned Unit Development No. PUD-130-99, with R-3 base zoning.

The properties are located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County. The properties abut C-1 (Neighborhood Commercial) zoned properties on the southwest corner of 13<sup>th</sup> Street and Brookhurst Street, O-S (Open Space) zoned properties to the north, across 13<sup>th</sup> Street and to the west, across Kerry Street, C-1 zoned properties to the east, across Brookhurst Street, and R-1 (Single-Family Residential) and R-3 zoned properties to the south, across 11<sup>th</sup> Street.

All properties located within the block have a General Plan Land Use designation of Civic/Institutional, with the exception of two properties on the southwest corner of Brookhurst Street and 13<sup>th</sup> Street, which have a Land Use designation of Light Commercial. The Civic/Institutional Land Use designation was added for the first time in the current General Plan 2030, adopted in 2008. The designation is intended for educational uses, such as, elementary, middle, and high schools, colleges, universities, hospitals, and governmental facilities. The previous Open Space (OS) Land Use designation combined parks, school uses, golf courses, and other public and private open space land under one designation. In the current



General Plan, the City determined to keep the Open Space designation for recreational areas, such as parks, right-of-ways, flood channels and introduce the Civic/Institutional designation to educational uses and government facilities, such as the Merton E. Hill Elementary School to the west, across Kerry Street.

The subject properties were not included in the Open Space designation in the previous General Plan. Rather, prior to 2008, all of the properties had a Land Use designation of Medium Density Residential. All of these properties were included in the change to Civic/Institutional in the current General Plan. However, the subject properties are developed mainly with residential uses and all but one retain an R-3 zoning which is not consistent with the Civic/Institutional General Plan designation. Although the Islamic Society of Orange County has a Planned Unit Development zoning, the PUD, retains an R-3 base zone. The R-3 zoning designation is consistent with the Medium Density Residential General Plan land use designation.

City staff has determined that the Civic/Institutional Land Use designation on the 14 properties is the result of a mapping error in the current General Plan and that only the Merton E. Hill Elementary School to the west across Kerry Street, should have been included in the Civic/Institutional designation. Changing the subject properties back to the Medium Density Residential designation will correct the prior mapping error and eliminate the current inconsistency between the General Plan land use and Zoning designations for the properties located in this block.

#### FINDINGS AND REASONS:

1. The amendment is internally consistent with the goals, objectives and elements of the City's General Plan.

The proposed General Plan Amendment will change the General Plan Land Use designation of the subject 14 Properties from Civic/Institutional to Medium Density Residential. The Properties previously had a Land Use designation of Medium Density Residential, but were changed when the Civic/Institutional designation was adopted in 2008 as a result of an administrative mapping error. The proposed amendment will return the Land Use designation to Medium Density Residential, which is consistent with the R-3 zoning and base zoning designations that apply to all of the Properties. The Medium High Density Residential (MHR) designation is found along major and secondary arterials, is intended to be a transition between the other residential land uses and the more intensive non-residential land uses, and is intended to create, maintain, and enhance higher density multi-family residential areas characterized by apartments, condominiums, or townhomes. The Properties are located in an area improved with single-family and multiple-family developments, a care facility, and the Islamic Society of Orange County. The proposed Amendment will restore the land use designation that is consistent with the Properties' zoning in accordance with State law and thus is consistent

with the goals and objectives of all elements of the City's adopted General Plan.

2. The amendment is deemed to promote the public interest, health, safety and welfare.

The General Plan Amendment will promote the public interest, health, safety, and welfare by changing the land use from Civic/Institutional to Medium Density Residential, which is consistent with the surrounding neighborhood. The General Plan Amendment will return the sites to the Land Use designation it had in the past and repair the inconsistency between the General Plan designation and the zoning of the properties due to a mapping error during the current General Plan 2030 adopted in 2008.

3. The subject parcel(s) are physically suitable for the requested land use designation(s) compatible with the surrounding land uses, and consistent with the General Plan.

The 14 parcels are physically suitable for a Land Use designation of Medium Density Residential. The General Plan Amendment will return the Land Use designation from Civic/Institutional to the previous designation of Medium Density Residential, which was done in error during the adoption of the current General Plan in 2008. The properties are located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County, and will be consistent with the surrounding land uses. The subject parcels will retain their current size and land uses, which are consistent with the General Plan designation of Medium Density Residential.

#### INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The General Plan Amendment possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.32.030.D.1 (General Plan Amendment).

Adopted this 2nd day of November, 2017

ATTEST:

/s/ ANDREW KANZLER  
CHAIR

/s/ JUDITH MOORE  
RECORDING SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on November 2, 2017, by the following vote:

AYES:	COMMISSIONERS:	(6)	BRIETIGAM, KANZLER, LAZENBY, LEHMAN, NGUYEN, TRUONG
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(1)	SALAZAR

/s/ JUDITH MOORE  
RECORDING SECRETARY

MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

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PUBLIC HEARING – GENERAL PLAN AMENDMENT NO. GPA-002-2017(A). FOR PROPERTIES LOCATED AT 11<sup>TH</sup> STREET: 9741, 9761, 9823, 9831, 9861, 9921, 9941, 9961, 9971, 9791, 9811; BROOKHURST STREET: 14321, 14301; 13<sup>TH</sup> STREET: 9904, 9902, 9842, 9820, 9802, 9762, 9822, AND 9752.

Applicant: CITY OF GARDEN GROVE

Date: November 2, 2017

Request: Proposal to change the General Plan land use designation of approximately 15-acres of land, comprised of 14 parcels, from Civic Institutional to Medium Density Residential. The properties currently have a zoning of R-3 (Multiple-Family Residential) and PUD-130-99 (Planned Unit Development). The existing zoning and General Plan land use designations are not consistent pursuant to state law, therefore, the proposed General Plan Amendment will provide consistency between the proposed General Plan Amendment of Medium Density Residential and the current R-3 and PUD-103-99 zoning. No new development is proposed with this request, which is exempt pursuant to CEQA Section 15061(b)(3) – Review for Exemption.

Action: Public Hearing held. Speaker(s): None

Action: Resolution No. 5901-17 was approved.

Motion: Lazenby Second: Lehman

Ayes: (6) Brietigam, Kanzler, Lazenby, Lehman, Nguyen, Truong

Noes: (0) None

Absent: (1) Salazar

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving General Plan Amendment No. GPA-002-2017(B) and adoption of a Mitigated Negative Declaration for property located at 9841 11th Street, Garden Grove. ( <i>Action Item</i> )		
		Date:	12/12/2017

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**OBJECTIVE**

The purpose of this report is to transmit a recommendation of the Planning Commission to adopt the Mitigated Negative Declaration and approve General Plan Amendment No. GPA-002-2017(B), to change the General Plan Land Use designation of an approximately 19,125 square foot parcel from Civic/Institutional to Medium Density Residential. The subject property is located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9841 11<sup>th</sup> Street.

**BACKGROUND**

On November 2, 2017, the Planning Commission recommended adoption of a Negative Declaration and approval of General Plan Amendment No. GPA-002-2017(B) to City Council by a 6-0 vote. Other than the applicant, no one spoke in favor of or in opposition to the request. The Planning Commission also approved Site Plan No. SP-038-2017 to construct a ten (10) unit, three-story apartment building with a 35 percent affordable housing density bonus for low-income households.

The subject property is located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9841 11<sup>th</sup> Street. The property is located in an area improved with single-family and multiple-family developments, a care facility, and the Islamic Society of Orange County. The property abuts R-3 zoned properties to the north, east, and west, and R-1 (Single-Family Residential) and R-3 zoned properties to the south across 11<sup>th</sup> Street. Directly to the east is an intermediate care facility, a multi-family development to the west, and a rehabilitation care facility to the north. The site consists of a net lot area of 19,125 square feet and is

currently developed with two unoccupied and vacant residential dwelling units.

The subject site is zoned R-3 (Multiple-Family Residential) and has a General Plan Land Use Designation of Civic/Institutional. The Civic/Institutional designation was added for the first time in the current General Plan 2030, adopted in 2008. The R-3 zoning is not consistent with the Civic/Institutional General Plan designation.

### DISCUSSION

A General Plan Amendment is required to change the General Plan Land Use designation from Civic/Institutional to Medium Density Residential to allow the development of the apartment building. The Civic/Institutional Land Use designation was added for the first time in 2008 when the current General Plan 2030 was adopted. This new designation is intended for educational uses, such as, elementary, middle, and high schools, colleges, universities, hospitals, and governmental facilities. Planning staff has reviewed the history and determined that a mapping error occurred that included the subject parcel in the newly added Civic/Institutional General Plan designation in 2008. Only Merton E. Hill Elementary School to the west, across Kerry Street, should have been included in the Civic/Institutional designation.

The subject property has a General Plan Land Use designation of Civic/Institutional. With the proposed residential development under the subject request, a General Plan Amendment to change the Land Use designation from Civic/Institutional to Medium Density Residential is necessary to make the General Plan Land Use designation and the zoning designation of the property consistent, return the parcel to its previous Land Use designation, and allow the property to be developed with the multi-family residential development. This proposed General Plan Amendment is being processed concurrently with proposed General Plan Amendment No. GPA-002-2017(A) to also change the General Plan land use designations of the surrounding properties within the block back to Medium Density Residential.

### FINANCIAL IMPACT

None.

### RECOMMENDATION

- Conduct a Public Hearing; and
- Adopt the Mitigated Negative Declaration; and
- Adopt the attached resolution approving General Plan Amendment No. GPA-002-2017(B).

By: Mary Medrano, Assistant Planner

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
CC Resolution GPA-002-2017(B)	12/7/2017	Resolution	12-12-17_CC_GPA-002-2017(B)CityCouncilResolution.pdf
Map Exhibit for Draft City Council Resolution for GPA-002-2017(B)	11/28/2017	Exhibit	GPA-002-2017(B)_GPA_VicinityMap.pdf
Planning Commission Staff Report dated November 2, 2017 for General Plan Amendment No. GPA 002-2017(B) and Site Plan No. SP-038-2017	11/28/2017	Backup Material	GPA-002-2017(B)_PCSR.pdf
Planning Commission Resolution No. 5902-17 for GPA-002-2017(B)	11/28/2017	Resolution	GPA-002-2017(B)_PCReso.pdf
Planning Commission Resolution No. 5903-17 for SP-038-2017 with Conditions of Approval	11/28/2017	Resolution	SP-038-2017_PCReso.pdf
Planning Commission Draft Minute Excerpt of November 2, 2017	11/28/2017	Backup Material	GPA-002-2017(B)MinuteExcerpt.doc
Initial Study/Mitigated Negative Declaration	11/28/2017	Backup Material	GPA-002-2017(B)_Initial_Study_MND.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING  
AND REPORTING PROGRAM AND APPROVING GENERAL PLAN AMENDMENT  
NO. GPA-002-2017(B)

WHEREAS, the case, initiated by Faircrest Real Estate, LLC, proposes to change the General Plan land use designation of an approximately 19,125 square foot parcel from Civic/Institutional (C/I) to the Medium Density Residential (MDR) to facilitate the construction of ten (10) units within a three-story apartment building with a 35 percent affordable housing density bonus for low-income households in conjunction with a Site Plan No. SP-038-2017. The property is located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9841 11<sup>th</sup> Street, Parcel No. 098-120-29, 30; and

WHEREAS, the Planning Commission, at a Public Hearing held on November 2, 2017, recommended adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and recommended approval of General Plan Amendment No. GPA-002-2017(B) pursuant to Resolution No. 5902-17; and

WHEREAS, the Planning Commission recommended adoption of a Mitigation Negative Declaration together with the comments received during the public review process. The record of proceedings on which the Planning Commission's decision is based is located at 11222 Acacia Parkway, Garden Grove, California. The custodian of the record of proceeding is the Director of Community and Economic Development. The Planning Commission found, on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment. Therefore the Planning Commission recommends adoption of a Mitigated Negative Declaration; and

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on December 12, 2017, and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council gave due and careful consideration to the matter during its meeting of December 12, 2017.

NOW, THEREFORE, BE IT FURTHER RESOLVED:

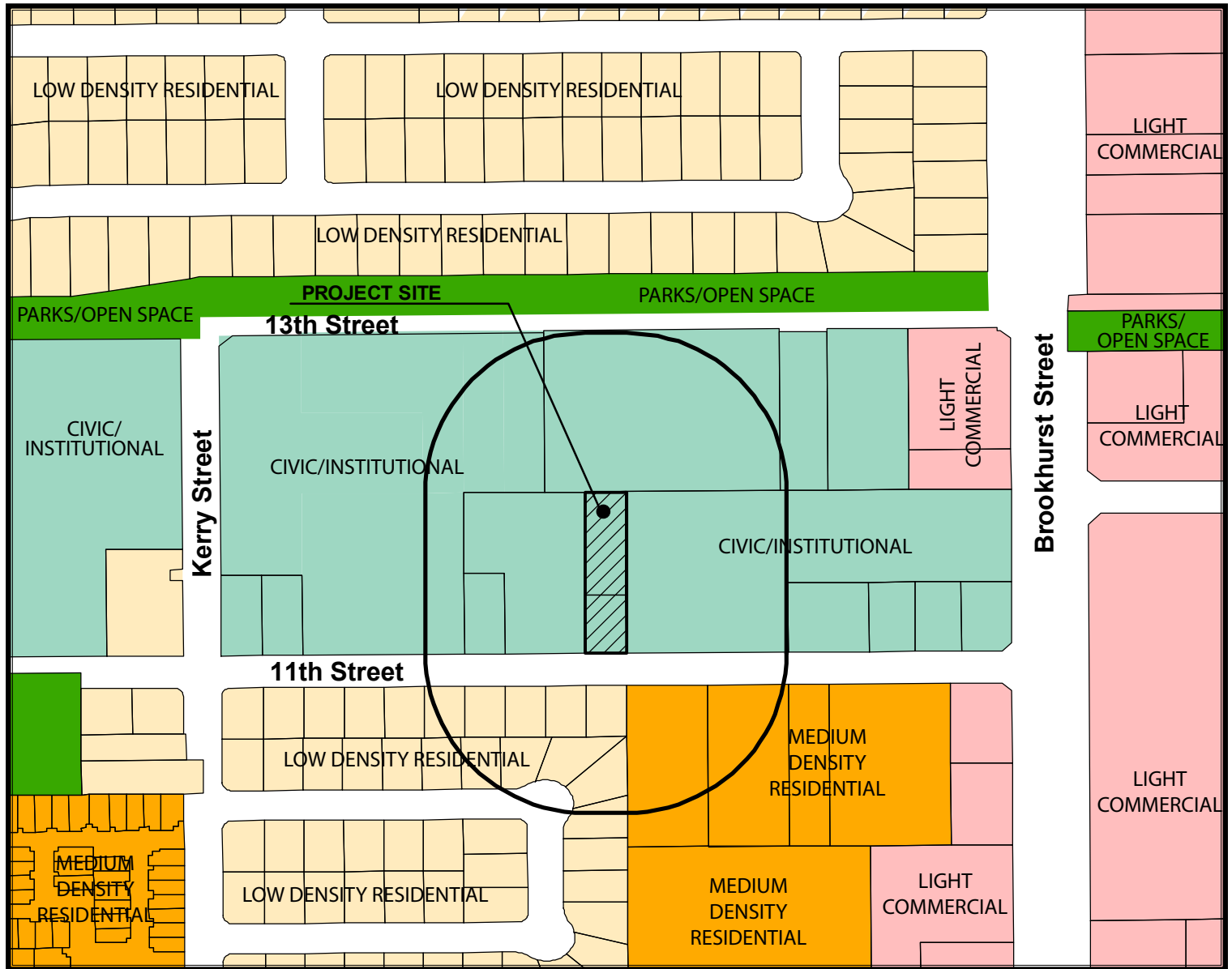
1. General Plan Amendment No. GPA-002-2017(B) is hereby approved pursuant to the facts and reasons stated in Planning Commission Resolution No. 5902-17 a copy of which is on file in the office of the City Clerk and incorporated herein by reference with the same force and effect as if set forth in full.





2. The property shown on the attached map is changed from Civic/Institutional to Medium Density Residential. The General Plan map is amended accordingly.



# GENERAL PLAN AMENDMENT NO. GPA-002-2017(B) SITE PLAN NO. SP-038-2017



## LEGEND

-  SUBJECT SITE - 9841 11TH STREET
-  300 FEET RADIUS

## NOTES

1. SITE ADDRESS - 9841 11TH STREET
2. GENERAL PLAN: CIVIC / INSTITUTION TO MEDIUM DENSITY RESIDENTIAL  
ZONE: R-3 (MULTIPLE-FAMILY RESIDENTIAL)

0 125 250 500 750 1,000 Feet



CITY OF GARDEN GROVE  
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT  
PLANNING DIVISION

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GIS SYSTEM  
NOVEMBER 2017

# COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

<b>AGENDA ITEM NO.:</b> <b>C.3.</b>	<b>SITE LOCATION:</b> North side of 11th Street, between Brookhurst Street and Kerry Street, at 9841 11th Street.
<b>HEARING DATE:</b> November 2, 2017	<b>GENERAL PLAN:</b> Civic/Institutional <b>PROPOSED:</b> Medium Density Residential
<b>CASE NOS.:</b> General Plan Amendment No. GPA-002-2017(B) Site Plan No. SP-038-2017	<b>ZONE:</b> R-3 (Multiple-Family Residential)
<b>APPLICANT:</b> Faircrest Real Estate, LLC	<b>CEQA DETERMINATION:</b> Mitigated Negative Declaration
<b>PROPERTY OWNER:</b> Same as applicant	<b>APN:</b> 098-120-29, 30

## **REQUEST:**

A request for Site Plan approval to develop a parcel, approximately 19,125 square feet in size, with ten (10) units within a three-story apartment building with a 35 percent affordable housing density bonus for low-income households. The request includes a General Plan Amendment to change the General Plan Land Use designation of the property from Civic/Institutional (CI) to Medium Density Residential (MDR). Pursuant to the State Density Bonus Law, the applicant is requesting three waivers from the R-3 (Multiple-Family Residential) zone development standards to: (1) allow the third-story configuration to be greater than fifty percent of the building footprint; (2) to deviate from the required 10'-0" distance separation between the units and the drive aisle located on the first, second, and third floors; and (3) to deviate from the required 11'-3" third-story side yard setback.

## **PROJECT STATISTICS:**

	<b>Provided</b>	<b>Code Requirement</b>	<b>Meets Code</b>	<b>Requires a Concession or Incentive</b>
<b>Total Lot Size</b>	19,125 S.F.	7,200 S.F.	Yes	
<b>Density</b> By Total Site Area	10 units w/ 35% density bonus	7 units maximum for lots 18,000 - 19,799 S.F.	Yes	Yes
<b>Lot Coverage</b>	37.9%	50% maximum	Yes	
<b>Residential Parking</b>	20 spaces	20 spaces <sup>1</sup>	Yes	
<b>Recreation Area Total</b>	3,137 S.F.	3,000 S.F. 10 x 300 = 3,000 S.F.	Yes	
Common Area - Active	1,817 S.F.			

Common Area - Passive	373			
Private Balconies	947 S.F.			
<b>Building Setbacks</b>			No	Yes
Front	20'-0"	20'-0" minimum	Yes	
Sides				
1 <sup>st</sup> and 2 <sup>nd</sup> floor	10'-0"	10'-0"	Yes	
3 <sup>rd</sup> floor	10'-0"	11'-3"	No	Yes
Rear	35'-2"	11'-3"	Yes	
Residential Units to Driveway	0'-0"	10'-0" minimum	No	Yes

1. State Affordable Housing Law requires parking at 1 space per 1 bedroom unit, and 2 spaces per 2-3 bedroom units.

#### Multi-Family Residential Units

Number of Bedrooms/Baths	Living Area	Total Number of Units
<b>Unit 1:</b> 2 Bedrooms, 2 Baths (ADA)	990 S.F.	1
<b>Unit 2:</b> 3 Bedrooms, 2 Baths	1,180 S.F.	1
<b>Unit 3:</b> 2 Bedrooms, 2 Baths	990 S.F.	1
<b>Unit 4:</b> 2 Bedrooms, 2 Baths	921 S.F.	2
<b>Unit 5:</b> 3 Bedrooms, 2.5 Baths	1,277 S.F.	5
	<b>Total</b>	<b>10</b>

#### **BACKGROUND:**

The subject property is located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9841 11<sup>th</sup> Street. The parcel currently has a General Plan Land Use designation of Civic/Institutional and is zoned R-3. The property is located in an area improved with single-family and multiple-family developments, a care facility, and the Islamic Society of Orange County. The property abuts R-3 zoned properties to the north, east, and west, and R-1 (Single-Family Residential) and R-3 zoned properties to the south across 11<sup>th</sup> Street. Directly to the east is an intermediate care facility, a multi-family development to the west, and a rehabilitation care facility to the north. The site consists of a net lot area of 19,125 square feet and is currently developed with two unoccupied and vacant residential dwelling units.

The Civic/Institutional Land Use designation was added for the first time in the current General Plan 2030, adopted in 2008. This new land use designation is intended for educational uses, such as, elementary, middle, and high schools, colleges, universities, hospitals, and governmental facilities. The previous Open Space (OS) Land Use designation combined parks, school uses, golf courses, and other public and private open space land under one designation. In the current General Plan, the City determined to keep the Open Space designation for recreational areas, such as parks, right-of-ways, flood channels and introduce the Civic/Institutional designation to educational uses and government facilities, such as the Merton E. Hill Elementary School to the west, across Kerry Street. However, the properties within the block, including the property under this request, retain an

R-3 zoning, which is not consistent with the Civic/Institutional General Plan designation. The previous Land Use designation of the properties, Medium Density Residential, was consistent with the R-3 zoning of the properties, prior to the adoption of the current General Plan 2030.

Planning staff has reviewed the history of the General Plan designations and has determined that the Civic/Institutional Land Use designation on the properties was the result of a mapping error in the current General Plan. Under a separate request, General Plan Amendment No. GPA-002-2017(A), the City is proposing that surrounding properties' Land Use designation also be amended to Medium Density Residential. Under this request, the General Plan Amendment will correct the inconsistency between the Land Use designation and zoning of the subject property, return the parcel to its previous Land Use designation, and allow the property to be developed with a multi-family residential development.

### **DISCUSSION:**

The applicant is requesting Site Plan approval to develop a 10-unit, three-story apartment building with a 35 percent affordable housing density bonus for low-income households. The request includes a General Plan Amendment to change the General Plan Land Use designation of the property from Civic/Institutional to Medium Density Residential. In order to facilitate the proposed development, and to ensure that the development site has consistent General Plan Land Use and zoning designations, a General Plan Amendment is required for the parcel.

### **GENERAL PLAN AMENDMENT:**

The subject property, and all properties located within the block, have a General Plan Land Use designation of Civic/Institutional, with the exception of two properties on the southwest corner of Brookhurst Street and 13<sup>th</sup> Street. With the proposed residential development under the subject request, a General Plan Amendment to change the Land Use designation from Civic/Institutional to Medium Density Residential is necessary to make the General Plan Land Use designation and the zoning designation of the property consistent. This proposed General Plan Amendment is being processed concurrently with proposed General Plan Amendment No. GPA-002-2017(A) to also change the General Plan land use designations of the surrounding properties within the block back to Medium Density Residential.

A General Plan Amendment is required to change the General Plan Land Use designation from Civic/Institutional to Medium Density Residential to allow the development of the subject ten unit apartment building. As previously stated, the site and fourteen neighboring parcels to the north, east, and west were in the Medium Density Residential designation under the prior General Plan. Planning staff have reviewed the history and determined that a mapping error occurred that included the subject parcel in the newly added Civic/Institutional General Plan designation in 2008. Only Merton E. Hill Elementary School to the west, across Kerry Street, should have been included in the Civic/Institutional designation.

Changing the land use designation of the subject property back to the Medium Density Residential designation will correct the prior mapping error and eliminate the current inconsistency between the General Plan land use and Zoning designations for the property so the proposed development can be constructed on the site.

#### SITE PLAN:

##### Site Design and Circulation

The proposed site design consists of one three-story building with a total of ten (10) units. One unit, twenty (20) parking spaces within a carport, storage areas, mailboxes, and utility closets will be located on the ground level. The remaining nine (9) units will be located on the two levels above. The project proposes five (5) sets of exterior stairs located along the west side of the site to access the units on the upper two levels.

The site will be accessed from a proposed 25'-0" wide driveway from 11<sup>th</sup> Street. The driveway extends from the entrance of the property, and circulates to the rear of the lot. The driveway is used to access the covered parking spaces located on the west side of the property, and the trash enclosure located toward the rear of the property. The driveway has been designed in accordance with City standards, and is designed to provide the required access for trash trucks and emergency vehicles. In addition, an internal pedestrian walkway on the west side of the property that originates from 11th Street, with a gate and fence, will be used to provide access to the stairways and to the accessible unit on ground level.

The residential units have been parked per the State's Density Bonus Affordable Housing Law that establishes the maximum parking requirement for affordable housing developments. The law allows affordable housing developments to provide one (1) parking space for 1-bedroom units, and two (2) parking spaces for 2-3 bedrooms units. The project includes four (4) two-bedroom units, and six (6) three-bedroom units for a total of twenty (20) parking spaces required. All required parking spaces are provided in the form of open carports.

##### Recreation Area and Landscaping

The project is required to provide a variety of landscaping along the front, side and rear setback areas. The landscaping is required to provide a variety of trees, shrubs, bushes, and groundcover in all common landscape areas. The project proposes landscaping in all required setbacks, with the exception of areas designated for the drive aisle or walkways. The applicant is proposing a combination of evergreen and flowering trees along the front and rear property lines, and along the walkway that runs the length of the west property line. Additionally, the project proposes a variety of shrubs, groundcover, and artificial turf around the active recreation area located at the rear of the property.

The project provides a 1,817 square foot active recreation area located at the rear of the lot, and is accessed by a common walkway on the west side of the property and an accessible ramp on the east of the parcel, adjacent to the trash enclosure. The active recreation area is a multi-purpose area that consists of half a basketball court that may also be used for riding tricycles, rollerblading, and other group gatherings. The applicant also proposes benches for seating around the active recreation area. The active recreation area is 1,817 square feet.

The passive recreation areas are currently designed with landscaping and walkways along the rear east and west side setbacks for a total of 373 square feet. Additionally, the applicant is proposing areas along the west side setback area designed with benches and tables that may be utilized by residents for sitting or for engaging in other leisure activities.

Each unit will also have a private recreation area that complies with the minimum size of 90 square feet as required by the Municipal Code. The private recreation area is conveniently located in each unit, and will be accessed from the living room, in the form of outdoor patios or decks. The total private recreation area is 947 square feet.

The combined total private and common recreation area provided for the project exceeds the minimum amount required by the Municipal Code. The code requires 3,000 square feet of recreation area, and the applicant has provided a total of 3,137 square feet.

### Unit Design

Based on the net parcel size of 19,125 square feet, Section 9.12.040.050 of Title 9 of the Municipal Code would permit a maximum of seven (7) multi-family residential units. However, the applicant has requested a 35 percent affordable housing density bonus; therefore, the project consists of ten (10) multi-family residential units. Three (3) units will be affordable for low-income households.

The development proposes five (5) different unit types ranging from 921 square feet to 1,277 square feet. Each unit consists of a kitchen, a living room, a dining room, a private laundry room, and outdoor private space. Unit 1, an accessible unit located on the ground level, consists of 990 square feet with two (2) bedrooms, two (2) bathrooms, and a 103 square foot outdoor patio. Unit 2, a second floor flat, consists of 1,180 square feet with three (3) bedrooms, two (2) bathrooms, and a 109 square foot outdoor deck. Unit 3, a third floor flat, consists of two (2) bedrooms, two (2) bathrooms, and a 103 square foot outdoor patio. Unit 4, a second floor flat, consists of 921 square feet with two (2) bedrooms, two (2) bathrooms, and a 91 square foot deck. The project proposes two (2) units that follow the Unit 4 configuration. Lastly, Unit 5 is a two-story unit consisting of 1,277 square feet with three (3) bedrooms, 2.5 bathrooms, and a 90 square foot outdoor deck. The project will consist of five (5) units with the Unit 5 configuration.

The project will also provide private storage areas with a minimum of 300 cubic feet, as required, that will be assigned to each unit as hanging storage within the carports and/or in individual storage rooms centrally located on the property adjacent to the mailboxes.

#### Building Architecture

The multi-family apartment building will be three (3) stories in height and will incorporate a contemporary architectural style. The design integrates varying building parapet heights, recessed patios, and projecting architectural features that enhance the building façade and eliminate the appearance of a boxed-shaped design. The building consists of a combination of faux wood lap siding as an accent and smooth faux concrete square veneer in two shades of beige. The design proposes varied window sizes, fabricated metal awnings, sloped stucco shelves underneath windows on the east elevation, and tensioned steel guardrail along the outdoor decks and patios.

#### Concessions/Incentives:

The applicant has requested three concessions/incentives for the project as permitted by the State's Density Bonus Affordable Housing law.

The first concession/incentive is to allow the third-story configuration to be greater than fifty percent of the building footprint, contrary to the R-3 zone development standards. With the vehicular access, carports, and one accessible unit occupying the ground level, this incentive is needed to allow the applicant to build the three additional density bonus units. The project proposes residential units on the upper two levels. Five two-story units are located on the second level, with all three bedrooms located on the third floor. There are also two additional single-story units proposed on the third floor. To meet the minimum bedroom sizes, minimum unit sizes, and building setbacks to the furthest extent possible, the third story may not be reduced to under fifty percent of the building footprint. A deviation to allow the third-story configuration to be greater than fifty percent is required to facilitate the development and improvement of the property.

The second concession/incentive is a waiver of the requirement to separate the building from the drive aisle by a distance of ten feet minimum. The ten foot separation requirement also applies to the upper stories of a building. The applicant is proposing a zero foot separation to the drive aisle on all three levels. On the ground level, Unit 1 does not maintain the minimum separation to the drive aisle. On the upper two levels, the remaining nine units do not maintain the minimum ten foot separation. Living rooms, bedrooms, and open patios and decks encroach into the required separation; however, these areas do not cantilever over the drive aisle. Given the narrow width of 63.28 feet of the lot, this concession is necessary to provide the minimum drive aisle width for vehicular access, for the building to maintain side setbacks to the furthest extent possible for pedestrian access and landscaping, and for the units to meet the minimum unit sizes as required by code.



The third concession/incentive is to deviate from the required 11'-3" third-story side yard setback along the side property lines. Along the westerly property line, the project maintains a ten foot setback to the stairs and access balconies. However, a 14'-6" separation is provided between the living areas of the units and the property line. Along the easterly property line, Unit 3 encroaches into the required 11'-3" third-story side yard setback. The project maintains a 10'-2" side yard setback, which does not meet the minimum required by 1'-1". A deviation from the minimum third-story side setbacks is required to facilitate the development and improvement of the property due to the narrow width of the lot. With the vehicular access, carports, and one accessible unit occupying the ground level, this incentive is needed to allow the applicant to build the three additional density bonus units. Nevertheless, the project is able to meet the required front and rear setbacks, and the required side yard setbacks on the first and second stories.

#### **ENVIRONMENTAL CONSIDERATION**

The proposed project was reviewed and an initial study was prepared pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.) Based on the Initial Study and supporting technical analyses, it was determined that all potentially adverse environmental impacts can be mitigated to a level of less than significant. On this basis, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been prepared. Copies of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program are attached to this report along with a CD that contains a complete digital version of the environmental document with the corresponding technical studies.

The 20-day public comment period on the Mitigated Negative Declaration occurred from October 10, 2017 to October 30, 2017.

#### **RECOMMENDATION:**

Staff recommends that the Planning Commission take the following actions:

1. Adopt Resolution No. 5902-17 recommending that the City Council adopt the Mitigated Negative Declaration and approve General Plan Amendment No. GPA-002-2017(B); and,
2. Adopt Resolution No. 5903-17 approving Site Plan No. SP-038-2017, subject to the recommended Conditions of Approval and contingent upon City Council adoption of a Mitigated Negative Declaration for the Project and a resolution approving General Plan Amendment No. GPA-002-2017(B).



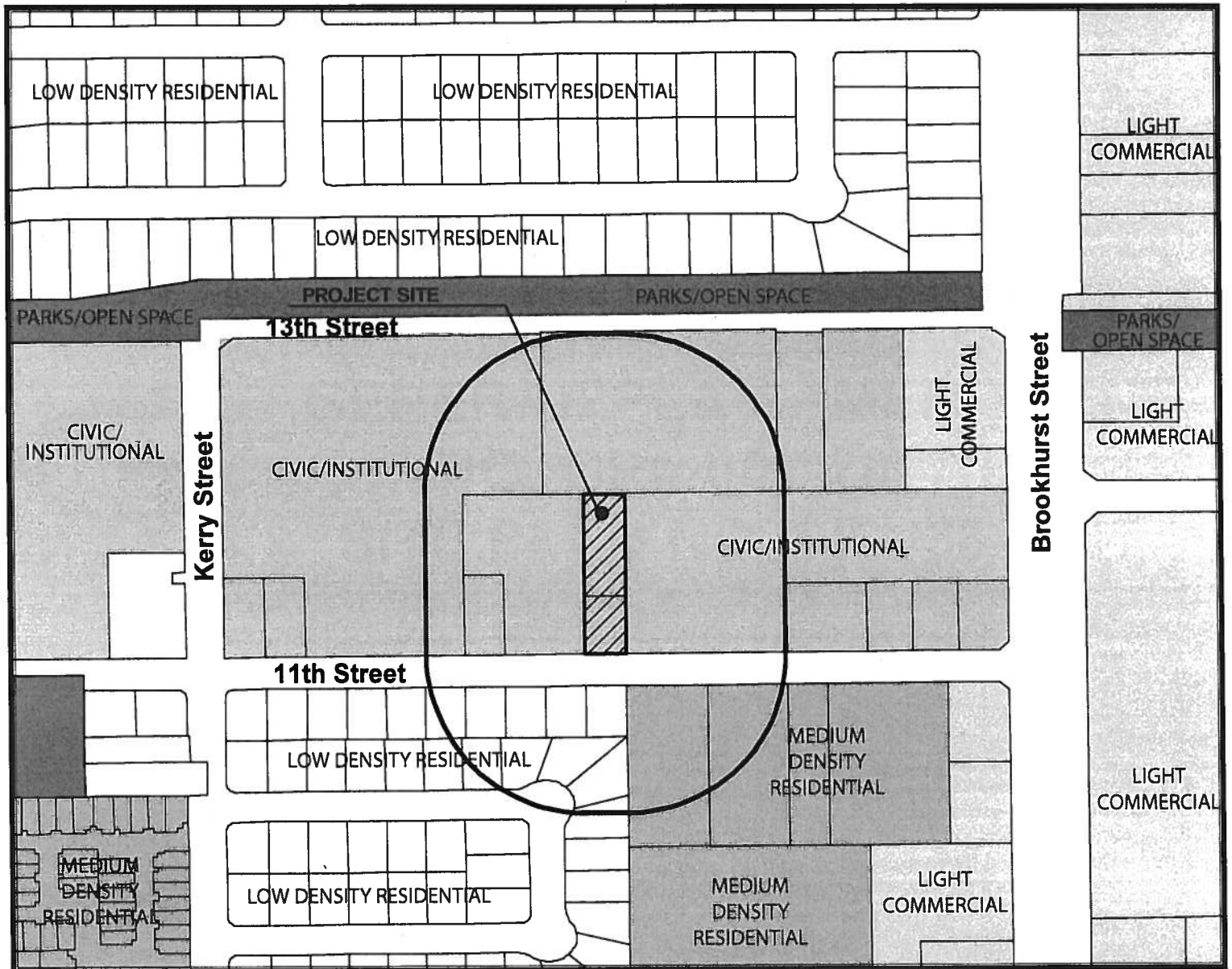
Lee Marino  
Planning Services Manager





By: Mary Medrano  
Assistant Planner



# GENERAL PLAN AMENDMENT NO. GPA-002-2017(B) SITE PLAN NO. SP-038-2017

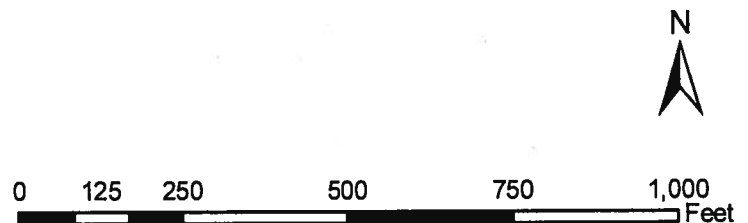


## LEGEND

-  SUBJECT SITE - 9841 11TH STREET
-  300 FEET RADIUS

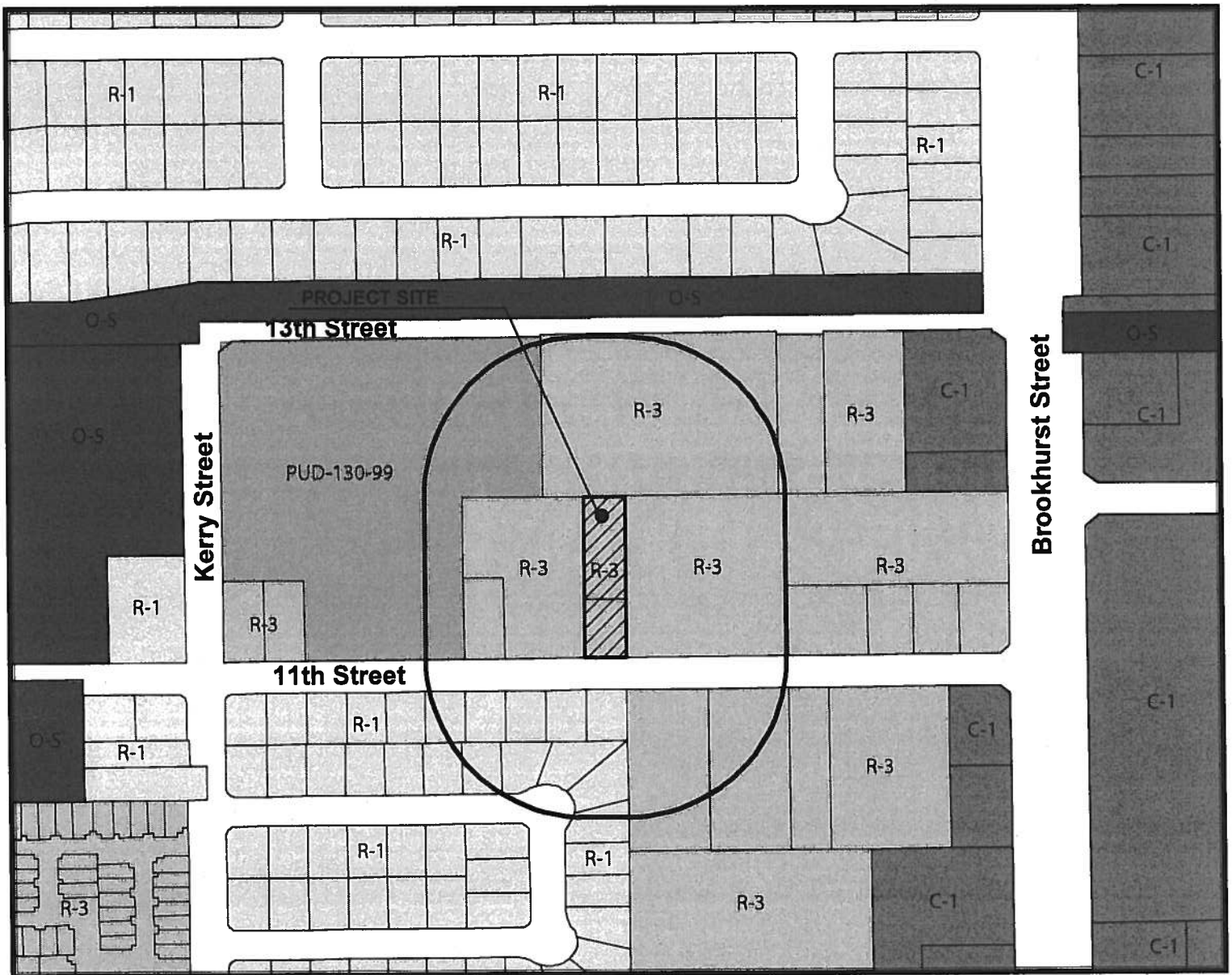
## NOTES

1. SITE ADDRESS - 9841 11TH STREET
2. GENERAL PLAN: CIVIC / INSTITUTION TO MEDIUM DENSITY RESIDENTIAL  
ZONE: R-3 (MULTIPLE-FAMILY RESIDENTIAL)





# GENERAL PLAN AMENDMENT NO. GPA-002-2017(B) SITE PLAN NO. SP-038-2017



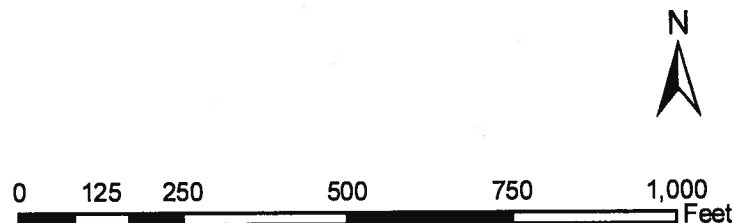
## LEGEND

 SUBJECT SITE - 9841 11TH STREET

 300 FEET RADIUS

## NOTES

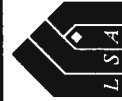
1. SITE ADDRESS - 9841 11TH STREET
2. GENERAL PLAN: CIVIC / INSTITUTION TO MEDIUM DENSITY RESIDENTIAL  
ZONE: R-3 (MULTIPLE-FAMILY RESIDENTIAL)







**NOTE:**  
UNITS LOCATED 100 FEET FROM TRASH  
ENCLOSURE SHALL BE EQUIPPED WITH  
TRASH COMPACTOR.



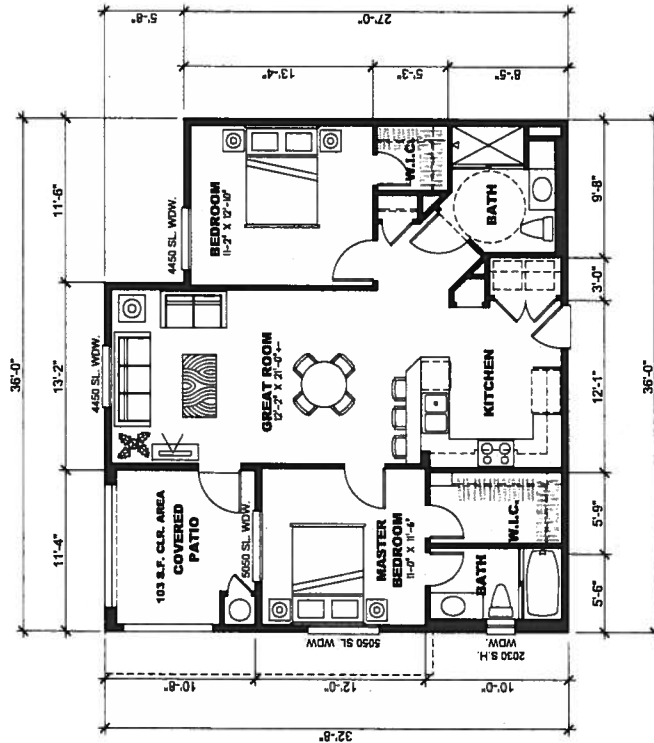
Architecture  
1811 E. 18th Ave. Suite 100  
Denver, CO 80202  
(303) 733-5111

Date: 02/19/16

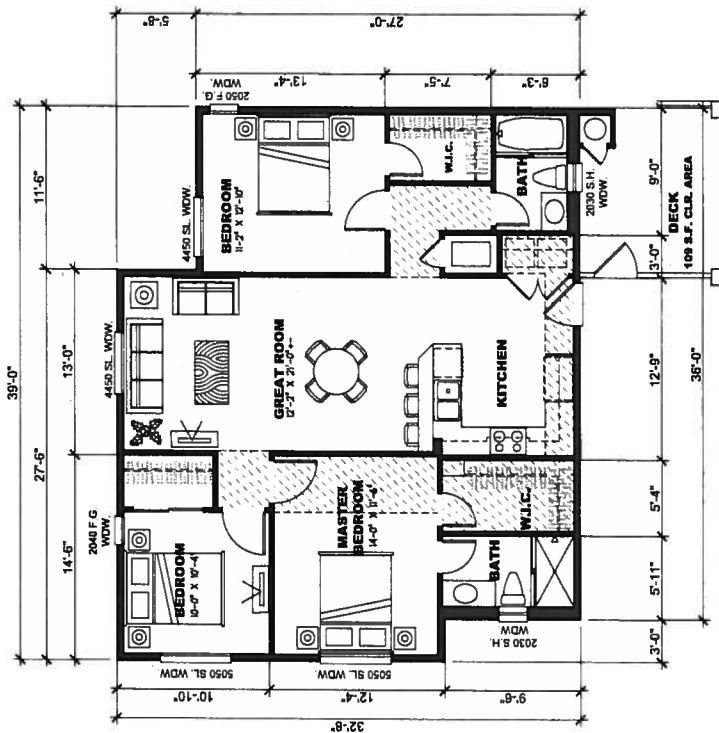
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of



**UNIT 1 - FIRST FLOOR FLAT**  
**2-BEDROOMS / 2-BATH**



**UNIT 2 - SECOND FLOOR FLAT**  
**3-BEDROOMS / 2-BATH**

**SQUARE FOOTAGE**

FLOOR PLAN	1,180 SQ. FT.
DECK	126 SQ. FT.
NET CLEAR	104 SQ. FT.



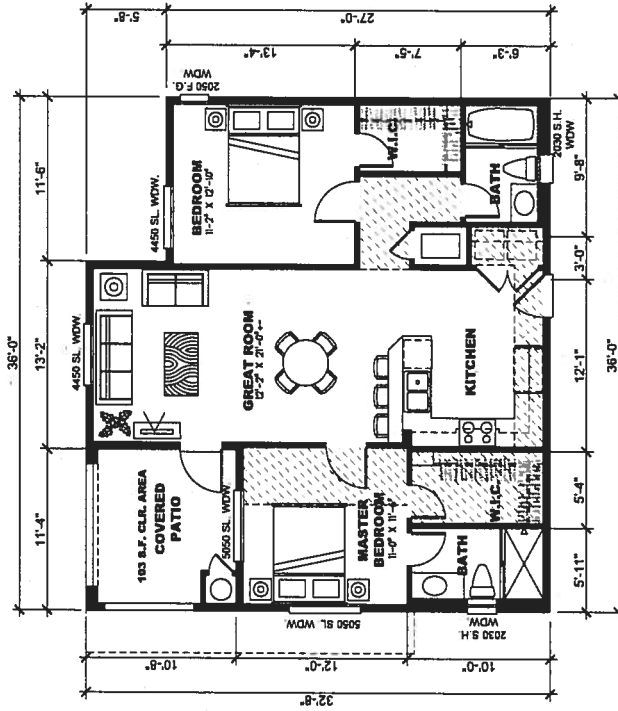
Architecture  
1875 E. 18th Ave. Garden Grove, CA 92647  
Tel: 714.261.1234  
Fax: 714.261.1235

Date: 05/10/16

Sheet

A1.01

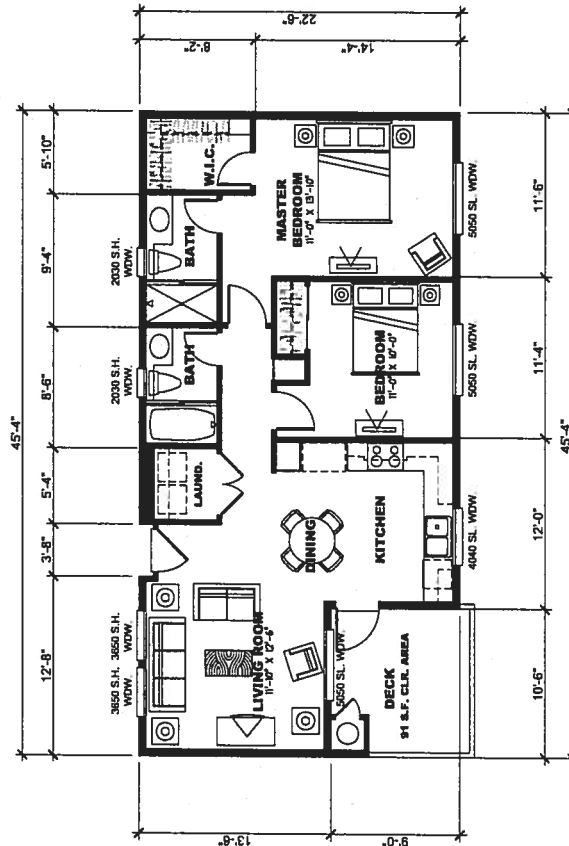
of



UNIT 3 - THIRD FLOOR FLAT  
2-BEDROOMS / 2-BATH

SCALE: 1/8"=1'-0"

SQUARE FOOTAGE	
FLOOR PLAN	990 SQ. FT.
DECK	121 SQ. FT.
NET CLEAR	109 SQ. FT.

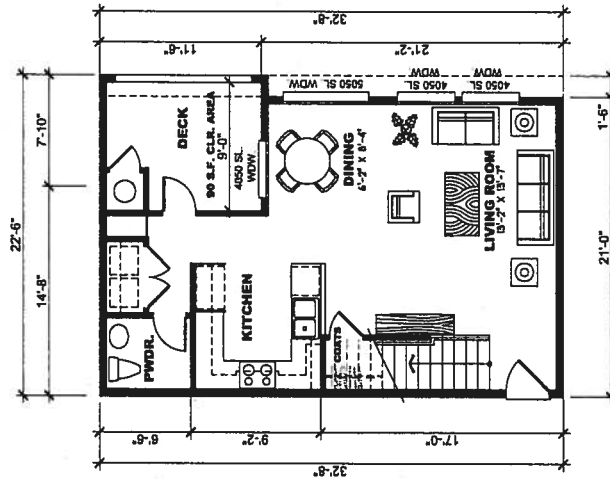


UNIT 4 - STACKED FLAT  
2-BEDROOM / 2-BATH

SCALE: 1/8"=1'-0"

SQUARE FOOTAGE	
FLOOR PLAN	921 SQ. FT.
DECK	105 SQ. FT.
NET CLEAR	91 SQ. FT.

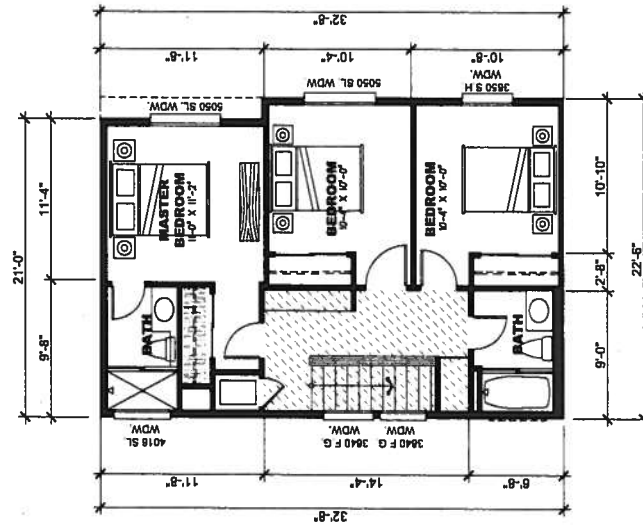




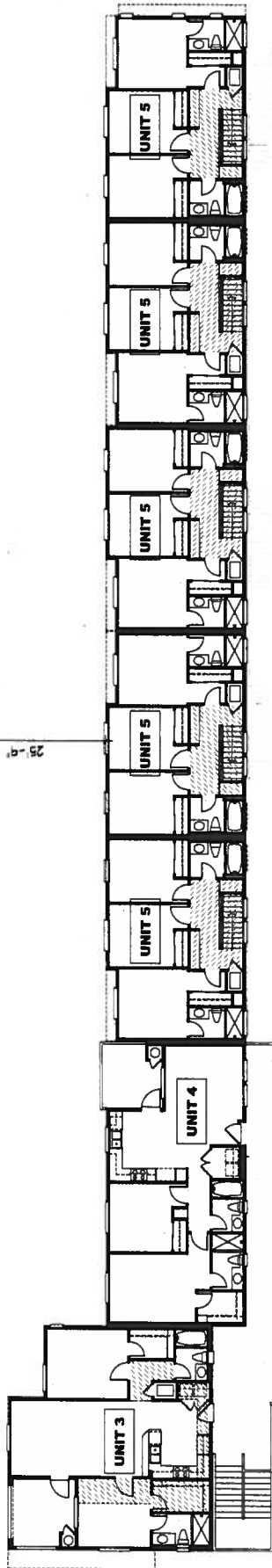
UNIT 5 - TOWN HOME  
3-BEDROOMS / 2.5-BATH

**SQUARE FOOTAGE**

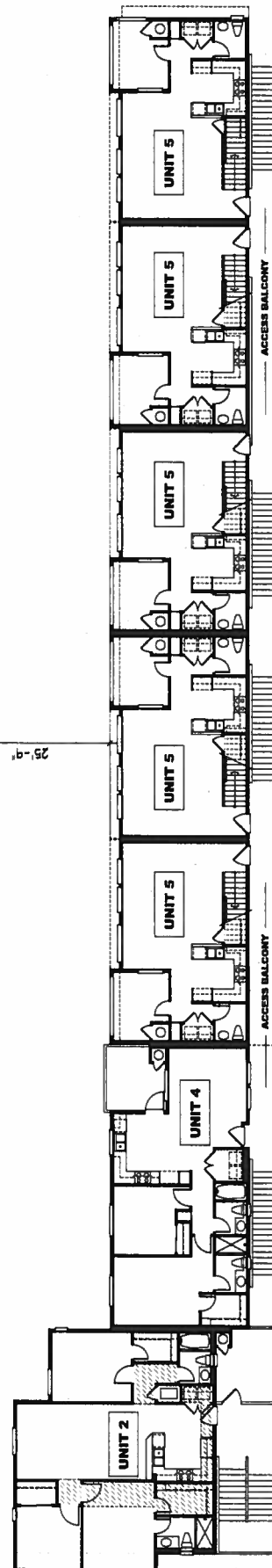
FIRST FLOOR	944 SQ. FT.
SECOND FLOOR	685 SQ. FT.
FLOOR PLAN	1,277 SQ. FT.
DECK	110 SQ. FT.
NET CLEAR	90 SQ. FT.







BUILDING THIRD FLOOR  
SCALE: 1/8"=1'-0"



BUILDING SECOND FLOOR  
SCALE: 1/8"=1'-0"



BLDG. ROOF PLAN

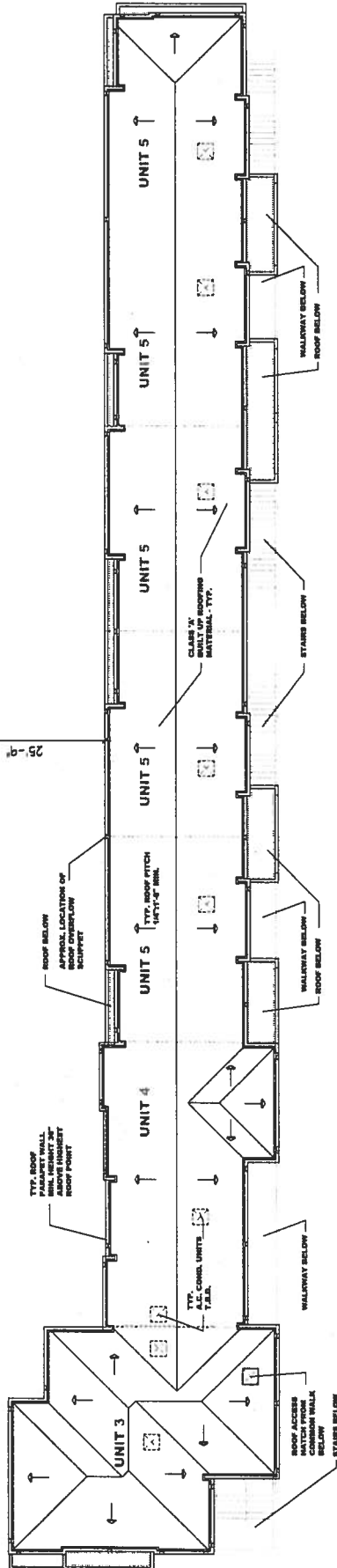


Architecture  
3033 E. Silver Lake Canyon Road  
Anaheim, CA 92806  
(714) 435-5317

Date: 05/19/16

Sheet

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of



BUILDING ROOF PLAN  
SCALE: 1/8"=1'-0"  
ROOF PLAN





RESOLUTION NO. 5902-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOMMENDING THE CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE GENERAL PLAN AMENDMENT NO. GPA-002-2017(B) FOR PROPERTY LOCATED AT 9841 11TH STREET, ASSESSOR'S PARCEL NOS. 098-120-29, 30.

WHEREAS, Faircrest Real Estate, LLC (the "Applicant") submitted an application to develop a parcel, approximately 19,125 square feet in size, located on the north side of 11th Street, between Brookhurst Street and Kerry Street, at 9841 11th Street, Assessor's Parcel Nos. 098-120-29 and 30, with ten (10) units within a three-story apartment building with a 35 percent affordable housing density bonus for low-income households (the "Project"); and

WHEREAS, the Applicant has requested the following land use approvals to implement the Project: (1) General Plan Amendment No. GPA-002-2017(B) to change the land use designation from Civic/Institutional (C/I) to Medium Density Residential (MDR); (2) Site Plan No. SP-038-2017 to allow the construction of ten (10) units within a three-story apartment building with a 35 percent affordable housing density bonus for low-income households; (3) pursuant to the State Law regarding affordable housing projects, approval of three waivers from the Multiple-Family Residential (R-3) development standards: 1) to allow the third-story configuration to be greater than fifty percent of the building footprint; 2) to deviate from the required 10'-0" distance separation between the units and the drive aisle located on the first, second, and third floors; and 3) to deviate from the required 11'-3" third-story side yard setback; and,

WHEREAS, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Section 15000 *et seq.*, an initial study was prepared for the proposed Project and it has been determined that the proposed Project qualifies for a Mitigated Negative Declaration as the proposed Project with the proposed mitigation measures cannot, or will not, have a significant effect on the environment; and,

WHEREAS, a Mitigation Monitoring and Reporting Program has been prepared and is attached to the Mitigated Negative Declaration listing the mitigation measures to be monitored during Project implementation, which is also summarized in "Exhibit A" attached hereto; and,

WHEREAS, the Mitigated Negative Declaration with mitigation measures was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines; and,

WHEREAS, concurrent with its adoption of this Resolution, the Planning Commission adopted Resolution No. 5903-17 approving Site Plan No. SP-038-2017,



subject to City Council's approval of a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project and General Plan Amendment No. GPA-002-2017(B); and

WHEREAS, the Planning Commission of the City of Garden Grove held a duly noticed public hearing on November 2, 2017, and considered the report submitted by City staff and all oral and written testimony presented regarding the Project, the initial study, and the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED as follows:

1. Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. Seq., an initial study was prepared and it has been determined that the proposed project qualifies for a Mitigated Negative Declaration because the proposed project with implementation of the proposed mitigation measures cannot, or will not, have a significant effect on the environment. The Mitigated Negative Declaration with mitigation measures was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines.
2. The Planning Commission has considered the proposed Mitigated Negative Declaration together with comments received during the public review process.
3. The Planning Commission finds that the Mitigated Negative Declaration reflects the City's independent judgment and analysis.
4. The Planning Commission finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project, with the proposed mitigation measures, will have a significant effect on the environment.
5. The Planning Commission hereby recommends the City Council (i) adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program and (ii) approve General Plan Amendment No. GPA-002-2017(B).

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.08.030, are as follows:

**FACTS:**

The subject property is located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9841 11<sup>th</sup> Street. The parcel has a General Plan Land Use designation of Civic/Institutional and is zoned R-3 (Multiple-Family Residential). The property is located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County. The site consists of a net lot area of 19,125 square feet and is currently developed with two unoccupied and vacant residential dwelling units.

The Civic/Institutional Land Use designation was added for the first time in the current General Plan 2030, adopted in 2008. The designation is intended for educational uses, such as, elementary, middle, and high schools, colleges, universities, hospitals, and governmental facilities. The previous Open Space (OS) Land Use designation combined parks, school uses, golf courses, and other public and private open space land under one designation. In the current General Plan, the City kept the Open Space designation for recreational areas, such as parks, right-of-ways, flood channels and introduced the Civic/Institutional designation for educational uses and government facilities, such as the Merton E. Hill Elementary School to the west, across Kerry Street. However, the properties within the block, including the property under this request, retain an R-3 zoning, which is not consistent with the Civic/Institutional General Plan designation. The previous Land Use designation of the properties, Medium Density Residential, was consistent with the R-3 zoning of the properties, prior to the adoption of the current General Plan 2030.

Planning staff reviewed the history of the General Plan designations and determined that the Civic/Institutional Land Use designation on the properties is the result of a mapping error in the current General Plan. Under a separate request, General Plan Amendment No. GPA-002-2017(A), the City is proposing that the surrounding properties' Land Use designation also be amended to Medium Density Residential. Under this request, the General Plan Amendment will correct the inconsistency between the Land Use designation and zoning of the subject property, return the parcel to its previous Land Use designation, and allow the property to be developed with a multi-family residential development.

The applicant is requesting Site Plan approval to develop a 10-unit, three-story apartment building with a 35 percent affordable housing density bonus for low-income households. The request includes a General Plan Amendment to change the General Plan Land Use designation of the property from Civic/Institutional to Medium Density Residential. In order to facilitate the proposed development, and to ensure that the development site has consistent General Plan Land Use and zoning designations, a General Plan Amendment is required for the parcel.

The proposed site design consists of one three-story building with a total of ten (10) units. One unit, twenty (20) parking spaces within a carport, storage areas, mailboxes, and utility closets will be located on the ground level. The remaining nine (9) units will be located on the two levels above. The project proposes five (5) sets of exterior stairs located along the west side of the site to access the units on the upper two levels. The site will be accessed from a proposed 25'-0" wide driveway from 11<sup>th</sup> Street. The driveway extends from the entrance of the property, and circulates to the rear of the lot. The driveway is used to access the open carports located on the west side of the property, and the trash enclosure located toward the rear of the property.

Pursuant to the State Density Bonus Law, the applicant is requesting three waivers from the R-3 zone development standards to allow the third-story configuration to be greater than fifty percent of the building footprint, to deviate from the required 10'-0" distance separation between the units and the drive aisle located on the first, second, and third floors, and to deviate from the required 11'-3" third-story side yard setback.

#### FINDINGS AND REASONS:

#### GENERAL PLAN AMENDMENT:

1. The General Plan Amendment is internally consistent with the goals, objectives, and elements of the City's General Plan.

The General Plan Amendment is internally consistent with the goals and objectives of all elements of the City's adopted General Plan. The Medium Residential Density land use designation is intended to provide for a mix of multiple-family residences. The property previously had a Land Use designation of Medium Density Residential, but was inadvertently changed when the Civic/Institutional designation was adopted as a result of a mapping error. The proposed amendment will return the Land Use designation to Medium Density Residential. The property is located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County. By allowing multi-family residential development on the subject site, the development will be consistent with the surrounding area thereby promoting General Plan Policy LU-2.4 – "Assure that the type and intensity of land use shall be consistent with that of the immediate neighborhood". The proposed new development will further Goal LU.2 to have stable, well-maintained residential neighborhoods in Garden Grove. General Plan Land Use Policy LU-2.1 encourages the protection of residential areas from the effects of potentially incompatible uses, and Policy LU-2.2 promotes the development of a diverse mix of housing types and high standards of residential property maintenance to preserve real estate values and the high quality of life.

2. The General Plan Amendment is deemed to promote the public interest, health, safety, and welfare.

The General Plan Amendment will promote the public interest, health, safety, and welfare by changing the land use from Civic/Institutional to Medium Density Residential, and thereby allowing a multi-family residential development to be built, which is consistent with the surrounding neighborhood. The subject property, which is currently developed with two unoccupied and vacant residential dwelling units, will be replaced with a multi-family residential development that will be an improvement for the area and will provide additional affordable housing opportunities for low income families within the City. The General Plan Amendment will return the site to the Land Use designation it had in the past, repair the inconsistency between the General Plan designation and the R-3 zoning, and allow the site to be developed with a residential project.

3. The subject parcel(s) is physically suitable for the requested land use designation(s), compatible with surrounding land uses, and consistent with the General Plan.

The size and shape of the parcel proposed for the General Plan Amendment is physically suitable for the proposed land use designation of Medium Density Residential. The subject 19,125 square foot lot is served and accessible by a street with curb, gutters, and sidewalks, and is in an area with adequate sewer capacity. The site can accommodate the well-designed project of ten (10) units within a three-story apartment building. The General Plan Amendment will return the Land Use designation from Civic/Institutional to the previous designation of Medium Density Residential, which was done in error during the adoption of the current General Plan in 2008. The property is located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County, and will be consistent with the surrounding land uses.

#### INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The General Plan Amendment possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.32.030.D.1 (General Plan Amendment).

2. The overall development and subsequent occupancy and operation of the site shall be subject to those environmental mitigation measures identified in the Mitigated Negative Declaration, which are summarized in the Mitigation Monitoring and Reporting Program (Exhibit "A") attached hereto.

Adopted this 2nd day of November, 2017

ATTEST:

/s/ ANDREW KANZLER  
CHAIR

/s/ JUDITH MOORE  
RECORDING SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on November 2, 2017, by the following vote:

AYES:	COMMISSIONERS:	(6)	BRIETIGAM, KANZLER, LAZENBY, LEHMAN, NGUYEN, TRUONG
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(1)	SALAZAR

/s/ JUDITH MOORE  
RECORDING SECRETARY

# Exhibit "A"

## MITIGATED NEGATIVE DECLARATION

### MITIGATION MONITORING AND REPORTING PROGRAM

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance		
			Initials	Date	Remarks
4.1 AESTHETICS					
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.					
4.2 AGRICULTURE AND FORESTRY RESOURCES					
The proposed project would not result in significant adverse impacts related to agriculture or forest resources. No mitigation would be required.					
4.3 AIR QUALITY					
The proposed project would not result in significant adverse impacts related to air quality. No mitigation would be required.					
4.4 BIOLOGICAL RESOURCES					
BIO-1	<u>Migratory Bird Treaty Act</u> . In the event that vegetation and tree removal should occur between February 1 and September 15, the Developer (or its contractor) shall retain a qualified biologist (meaning a professional biologist that is familiar with local birds and their nesting behaviors) to conduct a nesting bird survey no more than 3 days prior to commencement of construction activities. The nesting survey shall include the project site and areas immediately adjacent to the site that could potentially be affected by project-related construction activities such as noise, human activity, and dust, etc. If active nesting of birds is observed within 100 feet of the designated construction area prior to construction, the biologist shall establish suitable buffers around the active nests (e.g., as much as 500 feet for raptors and 300 feet for nonraptors [subject to the recommendations of the	3 days prior to commencement of construction activities/prior to commencement of grading activities and issuance of any building permits	City of Garden Grove Community and Economic Development Director, or designee (Community and Economic Development Department)		

Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance		
			Initials	Date	Remarks
qualified biologist), and the buffer areas shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests. Prior to commencement of grading activities, the Director of the City of Garden Grove Community and Economic Development Department, or designee, shall verify that all project grading and construction plans are consistent with the requirements stated above, that preconstruction surveys have been completed and the results reviewed by staff, and that the appropriate buffers (if needed) are noted on the plans and established in the field with orange snow fencing.					
<b>4.5 CULTURAL RESOURCES</b>					
CUL-1	Unknown Archeological Resources. In the event that archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a "unique archaeological resource," as defined in Public Resources Code (PRC) Section 21083.2(g). Personnel of the proposed project shall not collect or move any archaeological materials and associated materials. Construction activity may continue unimpeded on other portions of the project site. The found deposits shall be treated in accordance with Federal, State, and local guidelines, including those set forth in PRC Section 21083.2. Prior to commencement of grading activities, the Director of the City of Garden Grove Community	During site preparation and grading activities	City of Garden Grove Community and Economic Development Director, or designee (Community and Economic Development Department)		

Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION					
MITIGATION MONITORING AND REPORTING PROGRAM					
	Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance	
				Initials	Date Remarks
	and Economic Development Department, or designee, shall verify that all project grading and construction plans include specific requirements regarding PRC (Section 21083.2[g]) and the treatment of archaeological resources as specified above.				
CUL-2	Unknown Paleontological Resources. In the event that paleontological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified paleontologist (i.e., a practicing paleontologist that is recognized in the paleontological community and is proficient in vertebrate paleontology) has evaluated the find in accordance with Federal, State, and local guidelines. Personnel of the project shall not collect or move any paleontological materials and associated materials. Construction activity may continue unimpeded on other portions of the project site. If any fossil remains are discovered in sediments with a Low paleontological sensitivity rating (Young Alluvial Fan Deposits), the paleontologist shall make recommendations as to whether monitoring shall be required in these sediments on a full-time basis. Prior to commencement of grading activities, the Director of the City of Garden Grove Community and Economic Development Department, or designee, shall verify that all project grading and construction plans specify federal, State, and local requirements related to the unanticipated discovery of paleontological resources as stated above.	Prior to the issuance of grading permits and  During site preparation and grading activities	City of Garden Grove Community and Economic Development Director, or designee (Community and Economic Development Department)		
CUL-3	Human Remains. In the event that human remains are encountered on the project site, work within 50 feet of the discovery shall be redirected and the County Coroner notified	During site preparation and grading activities	City of Garden Grove Community and Economic		



Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance		
			Initials	Date	Remarks
immediately consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e). Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the property owner, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, the City shall consult with the MLD as identified by the NAHC to develop an agreement for treatment and disposition of the remains. Prior to the issuance of grading permits, the City of Garden Grove Community and Economic Development Department, or designee, shall verify that all grading plans specify the requirements of CCR Section 15064.5(e), Health and Safety Code Section 7050.5, and PRC Section 5097.98, as stated above.		Development Director, or designee (Community and Economic Development Department)			
4.6 GEOLOGY AND SOILS					

Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION MITIGATION MONITORING AND REPORTING PROGRAM					
	Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance	
				Initials	Date Remarks
GEO-1	<p>Prior to issuance of grading permits, the Applicant shall prepare and submit for review and approval by the Public Works Director, a design-phase geotechnical report which shall include or revise as necessary the recommendations in the Applicant's Geotechnical Engineering Investigation (June 25, 2016) for site preparation and construction. The report shall, at a minimum, address remedial and design grading, and building foundations to fully address liquefaction-induced differential settlement and expansive soils. All site grading and construction shall be conducted in conformance with the recommendations included in the design-phase geotechnical report, which include, but are not limited to:</p> <ul style="list-style-type: none"> <li>■ Liquefaction</li> <li>■ Foundations on Compacted Fill</li> <li>■ Lateral Design</li> <li>■ Expansive Soils</li> <li>■ Seismic Design Values</li> <li>■ Settlement</li> <li>■ Subsidence &amp; Shrinkage</li> <li>■ Floor Slabs</li> <li>■ Utility Line Backfills</li> <li>■ Hardscape &amp; Slabs</li> <li>■ Chemical Analysis</li> <li>■ Drainage</li> <li>■ Engineering Consultation, Testing &amp; Observation</li> </ul>	Prior to issuance of grading permits	City of Garden Grove Public Works Director (Public Works Department)		
4.7 GREENHOUSE GASES					

Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION				
MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance	
			Initials	Date
Remarks				
The proposed project would not result in significant adverse impacts related to greenhouse gas emissions. No mitigation would be required.				
<b>4.8 HAZARDS AND HAZARDOUS MATERIALS</b>				
HAZ-1 To comply with South Coast Air Quality Management District Rule 1403, prior to structural demolition/renovation activities, demolition materials containing asbestos-containing materials and/or lead-based paints shall be removed and properly disposed of at an appropriate permitted facility per existing Federal and State regulations.	Prior to commencement of demolition activities	City of Garden Grove Community and Economic Development Director, or designee (Community and Economic Development Department)		
<b>4.9 HYDROLOGY AND WATER QUALITY</b>				
HWQ-1 Prior to issuance of a grading permit, the Applicant shall submit a Final Water Quality Management Plan for approval by the City Engineer that complies with the requirements of the latest Orange County Public Works Drainage Area Management Plan.	Prior to issuance of grading permits and During the construction process	City of Garden Grove Public Works Director (Public Works Department)		
<b>4.10 LAND USE</b>				
The proposed project would not result in significant adverse impacts related to land use/planning. No mitigation would be required.				

Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance		
			Initials	Date	Remarks
4.11 MINERAL RESOURCES					
The proposed project would not result in significant adverse impacts related to mineral resources. No mitigation would be required.					
4.12 NOISE					
NOI-1	<p>During construction, the Applicant and/or Construction Contractor shall ensure that the following construction best management practices are implemented:</p> <ul style="list-style-type: none"><li>▪ Provide advance notification to adjacent property owners and post notices around the boundaries of the project site with information detailing the schedule of construction activities.</li><li>▪ All construction equipment with a high noise-generating potential, including all equipment powered by internal combustion engines, must be muffled or equipped with other State required noise attenuation devices.</li><li>▪ Machinery, including motors, must be turned off when not in use.</li><li>▪ All noise-generating construction equipment and construction staging areas must be placed away from noise-sensitive uses, where feasible.</li><li>▪ Construction activities shall not take place between the hours of 10:00 PM and 7:00 AM Monday through Saturday, or at any time on Sunday or a federal holiday.</li><li>▪ Additional noise attenuation measures must be implemented to the extent feasible, which may include, without limitation, additional noise barriers and/or noise blankets.</li></ul>	<p>Prior to issuance of building permits and</p> <p>During construction and</p> <p>Periodic site inspections during grading and construction</p>	City of Garden Grove Community and Economic Development Director, or designee (Community and Economic Development Department)		

Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION					
MITIGATION MONITORING AND REPORTING PROGRAM					
Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance		
			Initials	Date	Remarks
4.13 POPULATION AND HOUSING					
The proposed project would not result in significant adverse impacts related to population or housing. No mitigation would be required.					
4.14 PUBLIC SERVICES					
4.15 RECREATION					
PS-1	The Applicant shall pay all applicable Development Impact Fees to the Garden Grove Union High School District (GGUHSD). Proof of fee payment shall be provided to the City of Garden Grove prior to the issuance of building permits.	Prior to issuance of building permits and  Proof of payment of development impact fees to GGUHSD	City of Garden Grove Community and Economic Development Director, or designee (Community and Economic Development Department)		
PS-2	The Applicant shall pay applicable In-Lieu Park Fees to the City of Garden Grove prior to the issuance of building permits.	Prior to issuance of building permits	City of Garden Grove Community and Economic Development Director, or designee (Community and Economic Development Department)		

Exhibit "A"  
GPA-002-2017(B)  
Mitigation Measures

GREEN GARDEN APARTMENT PROJECT MITIGATED NEGATIVE DECLARATION				
MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measure	Monitoring Timing/Frequency	Action Monitoring Agency	Verification of Compliance	
			Initials	Date
Remarks				
4.16 TRANSPORTATION/TRAFFIC				
The proposed project would not result in significant adverse impacts related to transportation or traffic. No mitigation would be required.				
4.17 UTILITIES/SERVICE SYSTEMS				
Refer to Mitigation Measure HWQ-1.				

RESOLUTION NO. 5903-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-038-2017 FOR PROPERTY LOCATED AT THE NORTH SIDE OF 11<sup>TH</sup> STREET, BETWEEN BROOKHURST STREET AND KERRY STREET, AT 9841 11<sup>TH</sup> STREET, ASSESSOR'S PARCEL NOS. 098-120-29 AND 30.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session, assembled on November 2, 2017, hereby approves Site Plan No. SP-038-2017, subject to (i) the Conditions of Approval attached hereto as "Exhibit A", and (ii) the adoption of a Mitigation Negative Declaration and Mitigation Monitoring and Reporting Program for the Project and the adoption and effectiveness of a Resolution approving General Plan Amendment No. GPA-002-2017(B) by the Garden Grove City Council.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-038-2017, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Faircrest Real Estate, LLC (the "Applicant"), who proposes to develop a parcel, approximately 19,125 square feet in size, located on the north side of 11th Street, between Brookhurst Street and Kerry Street, at 9841 11th Street, Assessor's Parcel Nos. 098-120-29, 30, with a 10-unit multi-family apartment building (the "Project").
2. The Applicant has requested the following land use approvals to implement the Project: (1) General Plan Amendment No. GPA-002-2017(B) to change the land use designation from Civic/Institutional (C/I) to Medium Density Residential (MDR); (2) Site Plan No. SP-038-2017 to allow the construction of ten (10) units within a three-story apartment building with a 35 percent affordable housing density bonus for low-income households; and (3) pursuant to the State Law regarding density bonus affordable housing projects, approval of three waivers from the Multiple-Family Residential (R-3) development standards: 1) to allow the third-story configuration to be greater than fifty percent of the building footprint; 2) to deviate from the required 10'-0" distance separation between the units and the drive aisle located on the first, second, and third floors; and 3) to deviate from the required 11'-3" third-story side yard setback.
3. Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the CEQA Guidelines, California Code of Regulations, Title 14, Sections 15000 et seq., an initial study was prepared for the proposed Project and it has been determined that the proposed Project qualifies for a Mitigated Negative Declaration as the proposed Project with implementation of the proposed mitigation measures cannot, or will not, have a significant effect on the environment. The Mitigated Negative Declaration with mitigation measures was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines. The Planning Commission has considered the proposed Mitigated Negative Declaration and recommends that it be adopted by the City Council.

4. The property has a General Plan Land Use designation of Civic/Institutional and is currently zoned R-3 (Multiple-Family Residential). A General Plan Amendment is requested to change the property from the Civic/Institutional Land Use designation to the Medium Density Residential Land Use designation.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on November 2, 2017, and all interested persons were given an opportunity to be heard.
8. Concurrently with adoption of this Resolution, on November 2, 2017, the Planning Commission adopted Resolution No. 5902-17, recommending that the City Council (i) adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting program for the Project and (ii) approve General Plan Amendment No. GPA-002-2017(B) for the Project. The facts and findings set forth in Planning Commission Resolution No. 5902-17 are hereby incorporated into this Resolution by reference.
9. The Planning Commission gave due and careful consideration to the matter during its meeting of November 2, 2017.

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

FACTS:

The subject property is located on the north side of 11<sup>th</sup> Street, between Brookhurst Street and Kerry Street, at 9841 11<sup>th</sup> Street. The parcel has a General Plan Land Use designation of Civic/Institutional and is zoned R-3 (Multiple-Family Residential). The property is located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County. The site consists of a net lot area of 19,125 square feet and is currently developed with two unoccupied and vacant residential dwelling units.

The Civic/Institutional Land Use designation was added for the first time in the current General Plan 2030, adopted in 2008. The designation is intended for educational uses, such as, elementary, middle, and high schools, colleges, universities, hospitals, and governmental facilities. The previous Open Space (OS) Land Use designation combined parks, school uses, golf courses, and other public



and private open space land under one designation. In the current General Plan, the City kept the Open Space designation for recreational areas, such as parks, right-of-ways, flood channels and introduced the Civic/Institutional designation for educational uses and government facilities, such as the Merton E. Hill Elementary School to the west, across Kerry Street. However, the properties within the block, including the property under this request, retain an R-3 zoning, which is not consistent with the Civic/Institutional General Plan designation. The previous Land Use designation of the properties, Medium Density Residential, was consistent with the R-3 zoning of the properties, prior to the adoption of the current General Plan 2030.

Planning staff reviewed the history of the General Plan designations and determined that the Civic/Institutional Land Use designation on the properties is the result of a mapping error in the current General Plan. Under a separate request, General Plan Amendment No. GPA-002-2017(A), the City is proposing that the surrounding properties' Land Use designation also be amended to Medium Density Residential. Under this request, the General Plan Amendment will correct the inconsistency between the Land Use designation and zoning of the subject property, return the parcel to its previous Land Use designation, and allow the property to be developed with a multi-family residential development.

The applicant is requesting Site Plan approval to develop a 10-unit, three-story apartment building with a 35 percent affordable housing density bonus for low-income households. The request includes a General Plan Amendment to change the General Plan Land Use designation of the property from Civic/Institutional to Medium Density Residential. In order to facilitate the proposed development, and to ensure that the development site has consistent General Plan Land Use and zoning designations, a General Plan Amendment is required for the parcel.

The proposed site design consists of one three-story building with a total of ten (10) units. One unit, twenty (20) parking spaces within a carport, storage areas, mailboxes, and utility closets will be located on the ground level. The remaining nine (9) units will be located on the two levels above. The project proposes five (5) sets of exterior stairs located along the west side of the site to access the units on the upper two levels. The site will be accessed from a proposed 25'-0" wide driveway from 11<sup>th</sup> Street. The driveway extends from the entrance of the property, and circulates to the rear of the lot. The driveway is used to access the covered parking spaces located on the west side of the property, and the trash enclosure located toward the rear of the property.

Pursuant to the State Density Bonus Law, the applicant is requesting three waivers from the R-3 zone development standards to allow the third-story configuration to be greater than fifty percent of the building footprint, to deviate from the required 10'-0" distance separation between the units and the drive aisle located on the first,

second, and third floors, and to deviate from the required 11'-3" third-story side yard setback.

**FINDINGS AND REASONS:**

1. The Site Plan is consistent with the General Plan and complies with the spirit and intent of the provisions, conditions and requirements of the Municipal Code and other applicable ordinances.

The subject site has a General Plan land use designation of Civic/Institutional (C/I) and is zoned R-3 (Multiple-Family Residential). Approval of the proposed Site Plan is contingent upon City Council approval of a General Plan Amendment to change the Land Use designation to Medium Density Residential (MDR) and correct a mapping error that occurred in the adoption of the current General Plan 2030. This amendment will correct the inconsistency between the General Plan and Zoning of the site that currently exists. The project is consistent with the proposed MDR General Plan designation by developing a neighborhood-improving and compatible multi-family residential project. The design of the site provides a healthy and attractive living environment as intended by the General Plan and Municipal Code. Provided the requested concessions are approved, the Project will satisfy all applicable development standards.

2. The proposed development does not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation and points of vehicular and pedestrian access.

The proposed development has been designed to meet the Code's requirements for access, and on and off-site circulation. The residential units have been parked per the State's Density Bonus Affordable Housing Law that establishes the maximum parking requirement for affordable housing developments. The site provides sufficient parking to accommodate the ten (10) multi-family residential units and visitors. The development site will be accessed from a proposed 25'-0" wide driveway from 11<sup>th</sup> Street. The driveway extends from the entrance of the property, and circulates to the rear of the lot. The driveway is used to access the covered parking spaces located on the west side of the property in a carport, and the trash enclosure located toward the rear of the property. The driveway has been designed in accordance with City standards, and is designed to provide the required access for trash trucks and emergency vehicles. In addition, an internal pedestrian walkway on the west side of the property that originates from 11th Street, with a gate and fence, will be used to provide access to the stairways and to the accessible unit on ground level.

The plans have been reviewed by the City's Traffic Engineering Division and it was determined that the project will have no adverse impacts to surrounding streets. Furthermore, the City's Fire Department has also reviewed the plans, and all appropriate conditions of approval will eliminate any adverse impacts to surrounding streets should there be an emergency.

3. The development, as proposed, will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The Public Work's Department has reviewed the plans and all appropriate conditions of approval have been incorporated. The streets in the area will be adequate to accommodate the proposed development once the developer provides the necessary improvements for the project. The proposed multi-family project will not adversely affect essential public facilities, such as streets and alleys, utilities, and drainage channels. Utilities and drainage channels in the area are adequate to accommodate the development.

The proposed development will also provide landscaping and proper grading of the site in order to maintain proper drainage in the area. The Public Works Engineering and Water Services Division have reviewed the plans.

4. The project will not adversely impact the City's ability to perform its required public works functions.

The project has been reviewed by the Public Works Department. The applicant has worked with the Public Works Department on the location of the water lines, water meters, and sewer line and potential issues have been addressed in the project design and conditions of approval. Therefore, the project will not adversely impact the City's ability to perform its required public works functions.

5. The development does have a reasonable degree of physical, functional, and visual compatibility with neighboring uses and desirable neighborhood characteristics.

The property is located in an area improved with single-family and multiple-family developments, a rehabilitation care facility, a convalescent center, and the Islamic Society of Orange County. Directly to the east is an intermediate care facility, a multi-family development to the west, and a rehabilitation care facility to the north. The proposed project is a three-story, multi-family apartment building. Although the surrounding multi-family developments consist of two-stories, the design integrates varying building parapet heights, recessed patios, and projecting architectural features that eliminate the appearance of a boxed-shaped design and integrates the design with the surrounding neighborhood. The building consists of a combination of faux

wood lap siding as an accent and smooth faux concrete square veneer in two shades of beige. The design proposes varied window sizes, fabricated metal awnings, sloped stucco shelves underneath windows on the east elevation, and tensioned steel guardrail along the outdoor decks and patios. The project is well-designed and will be an improvement by adding modern design in appropriately scaled buildings that will add to the character of the surrounding area.

6. Through the planning and design of buildings and building placement, the provision of open space landscaping and other site amenities will attain an attractive environment for the occupants of the property.

The residential project has been designed for building appearance, building placement, landscaping, and other amenities to attain an attractive environment that will be an enhancement to the neighborhood. The residential project has been designed to comply with the spirit and intent of the R-3 zoning requirements for providing landscaping, amenities and the required active and private recreation areas. The project proposes landscaping in all required setbacks, as required by Title 9 of the Municipal Code. The project provides a 1,817 square foot active recreation area located at the rear of the lot, and 373 square feet of passive recreation area. The active recreation area is a multi-purpose area that consists of half a basketball court that may also be used for riding tricycles, rollerblading, and other group gatherings. The applicant also proposes benches for seating around the active recreation area. Additionally, private open space is provided for each unit in the form of open patios and decks. These elements contribute to creating an attractive environment for the occupants of the property. Through the conditions of approval for the project, the necessary protection and maintenance of all landscaping will be achieved.

#### INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.32.030.
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Site Plan No. SP-038-2017.

3. Approval of this Site Plan shall be contingent upon Garden Grove City Council adoption of the Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting Program for the Project and a resolution approving General Plan Amendment No. GPA-002-2017(B).

Adopted this 2nd day of November, 2017

ATTEST:

/s/ ANDREW KANZLER  
CHAIR

/s/ JUDITH MOORE  
RECORDING SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on November 2, 2017, by the following vote:

AYES:	COMMISSIONERS:	(6)	BRIETIGAM, KANZLER, LAZENBY, LEHMAN, NGUYEN, TRUONG
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(1)	SALAZAR

/s/ JUDITH MOORE  
RECORDING SECRETARY

## **EXHIBIT "A"**

### **Site Plan No. SP-038-2017**

9841 11th Street

### **CONDITIONS OF APPROVAL**

#### **General Conditions**

1. All Conditions of Approval set forth herein, or contained in Resolution No. 5903-17, shall be binding on and enforceable against each of the following, and whenever used herein, the term "applicant" shall mean and refer to each of the following: the project applicant, Faircrest Real Estate, LLC, the developer of the project, the owner(s) and tenants(s) of the property, and each of their respective successors and assigns. All Conditions of Approval are required to be adhered to for the life of the project, regardless of property ownership. Except for minor modifications approved by the Community and Economic Development Director pursuant to Condition No. 3, below, any changes to the Conditions of Approval require approval by the Planning Commission. All Conditions of Approval herein shall apply to Site Plan No. SP-038-2017, so long as the improvements authorized and contemplated by Site Plan No. SP-038-2017 and these Conditions of Approval continue to exist on the Site.
2. Approval of this Site Plan shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply.
3. Minor modifications to the Site Plan and/or these Conditions of Approval, which do not materially change the scope or intensity of the project and which will not result in impacts that have not previously been addressed, may be approved by the Community and Economic Development Director, in his or her discretion. Proposed modifications to the project, approved site plan, floor plan, and/or these Conditions of Approval determined by the Community and Economic Development Director not to be minor in nature shall be subject to approval of new and/or amended land use entitlements by the applicable City hearing body.
4. All conditions of approval shall be implemented at the applicant's expense, except where otherwise expressly specified in the individual condition.

#### **Public Works Engineering Division**

5. The applicant shall be subject to Traffic Mitigation Fees Citywide Park Fees, Drainage Facilities Fees, Water Assessment Fees, and other applicable mitigation fees identified in Chapter 9.44 of the Garden Grove Municipal Code, along with all other applicable fees duly adopted by the City. The

amounts of said fees shall be calculated based on the current fee schedule at the time of permit issuance.

6. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall make recommendations for pavement design the interior streets and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and implementations, including potential infiltration alternatives, soil compaction, saturation, permeability and groundwater levels.
7. A separate street permit is required for work performed within the public right-of-way.
8. Grading/Street improvement plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including a boundary survey, topography on adjacent properties up to 30' outside the boundary, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines and 1.25% for asphalt. The grading plan shall also include water and sewer improvements. The grading plan shall include a coordinated utility plan. Street improvement plan shall conform to all format and design requirements of the City Standard Drawings & Specifications.
9. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a Water Quality Management Plan that:
  - a. Addresses Site Design BMPs based upon the geotechnical report recommendations and findings such as infiltration minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas;
  - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP;
  - c. Incorporates structural and Treatment Control BMPs as defined in the DAMP;
  - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs;

- e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs;
  - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
10. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
- a. Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications;
  - b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP;
  - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available onsite;
  - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
11. Prior to the issuance of a grading permit, the applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County RDMD standards. Parkway culverts shall be designed per Orange County standard plan 1309, Type B. BMP's shall be sized per the requirements of the latest Technical Guidance Documents.
12. Prior to issuance of a grading permit, the applicant shall design overhead street lighting within the development in a manner meeting the approval of the City Engineer. Location of lighting poles shall be shown on the grading plan.
13. The applicant / property owner shall provide a 3-foot public utility easement across lot frontage behind the property line.
14. Prior to the issuance of the street improvements and grading permit, the applicant shall provide improvement bonds (Faithful Performance, Labor & Material and Monument Bond) acceptable to the City guaranteeing that all work constructed under said permits will be completed according to the approved plans, applicable laws, and in compliance with all terms specified in the permit(s). All bonds shall be in a form satisfactory to the City Engineer, City Attorney, and City Finance Department (Risk Management). Alternate forms of security may be considered, solely in the discretion of the City Engineer and with the concurrence of the City Attorney and City Finance Department (Risk Management).



15. The applicant shall construct the driveway entrance to the development per City of Garden Grove Standard Plan B-121 with conforming ADA landing and pathways where public and private sidewalks intersect. All designs must conform to latest ADA standards.
16. No parallel curb parking shall be permitted anywhere on the site.
17. The grading plan shall provide an accessibility route for the ADA pathway in conformance with the requirements of the department of justice standards, latest edition.
18. Orange County Storm Water Program manual requires all contractors to provide a dumpster onsite during construction unless an Encroachment Permit is obtained for placement in street.
19. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Cross sections shall show vertical and horizontal relations of improvements and property line. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer.
20. All trash container areas shall meet the following requirement:
  - a. Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, screened or walled to prevent off-site transport of trash;
  - b. Provide solid roof or awning to prevent direct precipitation;
  - c. Connection of trash area drains to the municipal storm drain system is prohibited;
  - d. Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control;
  - e. See CASQA Storm Water Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information;
  - f. The trash shall be located to allow pick-up and maneuvering, including turnarounds, in the area of enclosures.
21. Grading fees shall be calculated based on the current fee schedule at the time of permit issuance.
22. The applicant shall remove the existing seastrand driveway approach within sidewalk area along 11th Street and construct street frontage improvements as identified below. All landscaping and public improvements installed within

the public rights-of-way shall be maintained by the applicant in a manner meeting the approval of the City Engineer and Planning Division.

**11th Street**

- a. Remove the existing substandard driveway approach, curb/gutter and sidewalk on 11th Street and construct new driveway approach to the site shall in accordance with City of Garden Grove Standard Plan B-121. Standard Plan B-121 calls for a minimum width of 30-feet for commercial and multi residential projects, with any deviation from the standard to be approved by the City Traffic Engineer and detailed on the plan showing all modifications.
- b. Applicant to coordinate the location of all new water meters to be placed in sidewalk area on Garden Grove Boulevard with Planning Department and Water Division.
- c. Any proposed new landscaping in public right of way shall be approved by Planning Division.

**Public Works Environmental Compliance Division**

23. The applicant shall comply will LID (Low Impact Development) measures.

**Garden Grove Fire Department**

24. Fire sprinkler system is required throughout the apartment building per the California Fire Code and adopted City standards (NFPA). NFPA 13D compliant system is required throughout with a density and configuration as required by that standard. Sprinkler systems shall meet further City water standards as determined by the fire and water departments (i.e., testable above ground double check valves, fire flow water meters if required).
25. Smoke/CO alarm system shall be provided and interconnected; interconnectivity shall exist with fire sprinkler system also, as per NFPA 72. Life safety and fire sprinkler alarm system shall comply with NFPA 72 requirements.
26. Fire hydrant(s) shall be provided on-site, number of hydrants and locations are subject to Fire Department and Water Services Department approval. The fire hydrant(s) shall be on a loop system approved by the Fire Department. The fire hydrants and an all-weather road, compliant with the California Fire Code, shall be installed and fully operational prior to any combustible material being delivered to the site.
27. All Fire related aspects of the proposed project shall comply with California Fire Codes and the California Building Codes 2016 Edition.

28. There shall provide clear access within the drive aisle and emergency vehicle turn-around area per California Fire Code 2016 Edition.

**Building Services Division**

29. The proposed building shall comply with the California Building Code Standards 2016 Edition.
30. The building shall meet Title 24 of the California Code of Regulations 2016 Edition.
31. The building shall comply with the California Energy Code 2016 Edition.
32. The building, including all carports, shall be fully sprinklered.
33. The building shall be provided with fire alarms.
34. Roof shall be solar ready per requirements of Section 110.10 of the California Energy Code 2016 Edition.
35. There shall be a minimum of one (1) long-term bicycle parking space per the California Green Building Code 2016 Edition.
36. There shall be a minimum of one (1) accessible residential unit, and it must be located on an accessible 4' wide minimum route to the public right-of-way.
37. There shall be a minimum of one (1) van accessible parking space.
38. The walls separating the units shall be of 1-hour construction.

**Public Works Water Services Division**

**Water Conditions**

39. New water service and master meter installation 2" and smaller, shall be installed by the City of Garden Grove at applicant's expense. Installation shall be scheduled upon payment of applicable fees, unless otherwise noted. Fire services and larger water services 3" and larger, shall be installed by applicant's contractor per City Standards.
40. Water meter shall be located within the 11th Street right-of-way. Fire services and large water services 3" and larger, shall be installed by contractor with Class A or C-34 license, per City water standards and inspected by approved Public Works inspection.
41. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for meter protection. The landscape system shall also have RPPD

device. Installation shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the installation is completed. Applicant shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division. The applicant must open a water account upon installation of RPPD device.

42. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
43. City shall determine if existing water services(s) is/are usable and meets current City Standards. Any existing meter and service located within new driveway(s) shall be relocated at applicant's expense.
44. Fire service shall have above ground backflow device with a double check valve assembly. Device shall be tested immediately after installation and once a year thereafter by a certified backflow device tester and the results to be submitted to Public Works, Water Services Division. Device shall be on private property and is the responsibility of the applicant. The above-ground assembly shall be screened from public view as required by the Planning Division.
45. The applicant shall install an on-site private fire hydrant. Fire hydrant to be installed and charged prior to the building footings and foundations being formed.

#### **Sewer Conditions**

46. The applicant shall install new sewer lateral with clean out at right-of-way line. Lateral in public right-of-way shall be 6" min. dia., extra strength VCP with wedgelock joints.
47. The applicant shall abandon any existing unused sewer lateral(s) at street right-of-way on the property owner's side. The sewer pipe shall be capped with an expansion sewer plug and encased in concrete.

#### **Planning Services Division**

48. This approval is for the construction of a 10-unit, three-story apartment building with a 35 percent affordable housing density bonus for low-income households. The request includes a General Plan Amendment to change the General Plan Land Use designation of the property from Civic/Institutional (CI) to Medium Density Residential (MDR). Pursuant to the State Density Bonus Law, the applicant is requesting three waivers from the R-3 (Multiple-Family Residential) zone development standards to allow the third-story configuration to be greater than fifty percent of the building footprint, to deviate from the required 10'-0" distance separation between the units and

the drive aisle located on the first, second, and third floors, and to deviate from the required 11'-3" third-story side yard setback.

49. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community and Economic Development Department for review and approval prior to Building Division Plan Check. The project shall also be subject to the following:
- a. All on-site and off-site utilities (off-site refers to the areas within the public right-of-way to the center line of the streets adjacent to the subject property), and within the perimeter of the site, shall be installed or relocated underground. All on-site and off-site utilities pertaining to the improvements proposed under this Site Plan shall be installed or relocated underground.
  - b. All above-ground utility equipment (e.g., electrical, gas, telephone, cable TV, water meters, electrical transformer) shall not be located in the street setback, within the common areas, or any parking areas, and shall be screened to the satisfaction of the Community and Economic Development Director. The applicant shall relocate the water meters and the electrical transfer outside of the front setback area.
  - c. No roof-mounted mechanical equipment including, but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community and Economic Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
  - d. All ground or wall-mounted mechanical equipment shall be screened from view from any place on or off the site.
  - e. No exterior piping, plumbing, or mechanical ductwork shall be permitted on any exterior façade and/or be visible from any public right-of-way or adjoining property; however, it may properly be screened from view.
50. The applicant shall submit a complete landscape plan governing the area of new construction. The plans shall be consistent with the plans submitted to the Planning Commission for review and approval, except as modified herein. The landscape irrigation plans shall include type, size, location and quantity of all plant material. The landscape plan shall include irrigation plans and staking and planting specifications. All landscape irrigation shall comply with the City's Landscape Ordinance and associated Water Efficiency Guidelines. The landscape plan is also subject to the following:
- a. The landscaping plan shall comply with all the landscaping requirements as specified in Title 9 of the City of Garden Grove Municipal Code.

- b. A complete, permanent, and automatic remote control irrigation system shall be provided for all landscape areas shown on the plan. Subsurface irrigation systems are encouraged. The irrigation plan for any trees planted in the setback areas adjacent to the sidewalks and in the parking lot shall have a deep-water irrigation system that shall be specified on the landscape plan. A detail of the deep-water irrigation system shall be provided for review. If sprinklers are used in other areas, they shall be low flow/precipitation sprinkler heads for water conservation.
- c. All above ground utilities (e.g., water backflow devices, electrical transformers, irrigation equipment, etc.) shall be shown on the landscaping plan and shall be screened from view by appropriate plantings.
- d. The plan shall provide a mixture of a minimum of ten percent (10%) of the trees at 48-inch box, ten percent (10%) of the trees at 36-inch box, fifteen percent (15%) of the trees at 24-inch box, and sixty percent (60%) of the trees at 15-gallon, the remaining five percent (5%) may be of any size. These trees shall be incorporated into the landscaped frontages of all streets. Where clinging vines are considered for covering walls, Boston Ivy shall be used.
- e. No trees shall be planted closer than five feet (5') from any public right-of-way. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along the street frontages located adjacent to the driveway shall be of the low-height variety to ensure a safe sight clearance.
- f. The landscaping treatment along the 11<sup>th</sup> Street street frontages, including the area designated as public right-of-way, and all common areas, shall incorporate a mixture of groundcover, flowerbeds, shrubs, and trees to enhance the appearance of the property. The Community and Economic Development Department shall review the type and location of all proposed trees and plant materials.
- g. The landscape treatment shall incorporate landscaping that is compatible with the design of the building and the project location, and shall incorporate shade trees in pots, and other plants in raised planters to create a lush and pleasant environment. The project is encouraged to incorporate drought tolerant plants to enhance the appearance of the recreation area, but shall limit the use of succulents and other plants that will create a desert scape.
- h. The applicant and the property owner shall be responsible for coordinating the installation and permanent maintenance of all landscaping on the entire site, including the common landscaped areas. Said responsibility shall extend to the parkway landscaping, sidewalks, curbs, and pavement

of the site. All planting areas are to be kept free of weeds, debris, and graffiti.

51. All new lighting structures shall be placed so as to confine direct rays to the subject property. Lighting shall be directed, positioned, or shielded in such a manner so as to not unreasonably illuminate the windows of the units within the project and of the adjacent residences. All exterior lights shall be reviewed and approved by the Planning Services Division. Lighting adjacent to the residential properties to the west shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all parking area and drive areas.
52. Enhanced concrete treatment shall be provided within the front 20-feet of the driveway along 11<sup>th</sup> Street, subject to the Community and Economic Development Department, Planning Division's approval. Such enhanced concrete treatment includes decorative stamped concrete or interlocking pavers, or other enhanced treatment, excluding scored and/or colored concrete. Also, the two pedestrian paths across the drive aisle shall be delineated by enhanced paving clearly differentiated from the drive aisle paving as well as a painted design. For these paving treatments, the color, pattern, material, and final design and configuration shall be approved by the Community and Economic Development Department, Planning Division, and shall be shown on the final site plan, grading plan, and landscape plans.
53. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:
  - a. Monday through Saturday - not before 7:00 a.m. and not after 8:00 p.m. (of the same day).
  - b. Sunday and Federal Holidays - may work same hours, but subject to noise restrictions as established in section 8.47.010 of the Municipal Code.
54. The following parking requirements shall apply to the entire development site:
  - a. A total of twenty (20) parking spaces, two (2) per every residential unit, will be designed for the new residential development in the form of open carports.
  - b. There shall be no parking allowed along the drive-aisle, except within the designated parking areas. All curbs not designated as parking areas shall be painted red. The applicant shall post "No Parking" signs along the drive aisle.
55. The project shall comply with the following stipulations:

- a. The proposed development will allow the construction of seven (7) multi-family residential units and three (3) affordable residential housing units for low-income households.
- b. All twenty (20) parking spaces shall maintain the ability to park one (1) vehicle at all times. Carports shall not be converted to any other use.
- c. There shall be no business activities, day care, or garage sales conducted within or from the carports.
- d. Carports shall not be rented or leased separately from the dwelling units and shall not be made unavailable to the occupants of the units.
- e. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces; however, the parking spaces may be utilized by residents or guests for temporary parking.
- f. Best Management Practices shall be incorporated to deter and/or abate any graffiti vandalism throughout the project and the life of the project, including, but not limited to, timely removal of all graffiti, the use of graffiti resistant coatings and surfaces, the installation of vegetation screening of frequent graffiti sites, and the installation of signage, lighting, and/or security cameras, as necessary.
- g. Each residence shall be utilized as one (1) dwelling unit. No portion of any residence shall be utilized or rented as a separate dwelling unit.
- h. All patios and decks shall remain open and shall not be enclosed at any time. There shall be no storage allowed in the balconies at any time.
- i. Parking and storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
- j. Each unit shall have a private and secured storage area having a minimum of 300 cubic feet that complies with Section 9.18.100.030.H.2 of Title 9 of the Municipal Code. The storage may be located within the carport parking area as hanging cabinet storage provided it does not interfere with the parking.
- k. The maintenance of the drive aisle, storm drains, sewer system, and open space areas is the responsibility of the applicant and property owner, including the common recreation area, and the common landscape areas.
- l. Each unit shall be provided with an air conditioning condensing unit and/or system so that there are no wall-mounted, or window mounted units. If units are located on the roof, an architectural design of the roof areas shall be done to effectively screen such units from adjacent properties and the public right-of-way.



- m. All units within 100 feet from trash enclosure shall be equipped with trash compactors and shall provide a minimum of three cubic feet of space for the collection and storage of refuse and recyclable material.
  - n. Mailboxes shall be provided and installed by the applicant. The local postmaster shall approve the design and location.
  - o. No security fencing/gate shall be permitted for the project, including driveway fencing or pedestrian gates to secure the connecting walkways.
  - p. Each unit shall have phone jacks and cable-TV outlets in all rooms, except in the hallways, and bathrooms.
  - q. Private laundry rooms shall be provided in each unit.
56. The applicant shall comply with all provisions of the Community and Economic Development Department including, but not be limited to, the following:
- a. The facade of the building shall be designed with sound attenuation features including the use of dual pane windows, a minimum 4-inch decorative wide trim on all windows and doors, and limiting, when possible, the use of vents. These features shall be approved by the Community and Economic Development Department prior to the issuance of building permits.
  - b. Prior to the finalization of working drawings for Planning Division, Engineering Division, and Building Division Plan Check, the applicant shall submit to the Community and Economic Development Department detailed and dimensioned plot plans, floor plans, exterior elevations, and landscape plans which reflect the above Conditions of Approval. The plans shall indicate cross-sections of all streets within the development, landscape materials, wall materials, and building materials proposed for the project.
  - c. Mechanical equipment, including air conditioning units, Jacuzzi spa equipment, sump pump, etc., shall not be located closer than 5-feet to any side or rear property line and shall not be located in the front landscape setback. Air conditioning units may be placed adjacent to or in front of the dwelling units provided the location does not obstruct, impede, or hinder any vehicle traffic or pedestrian access to any unit, and is properly screened from view.
  - d. At no time shall any structure, fireplace, architectural feature, or otherwise, be closer than three feet to any property line. Any roof eaves or similar roof overhangs intruding into the three (3) foot setback requirement, shall comply with the C.B.C. concerning method of construction.

57. During construction, if paleontological or archaeological resources are found, all attempts will be made to preserve in place or leave in an undisturbed state in compliance with applicable laws and regulations.
58. Trash enclosures, including the required roof structure, shall match the design, color, and material type used for the residential buildings. The trash bins shall be kept inside the trash enclosure, and gates closed at all times except during disposal and pick-up. The property owner shall provide sufficient trash bins and pick-up to accommodate the site.
59. Any new or required block walls and/or retaining wall(s) shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a Registered Engineer and shall be measured from on-site finished grade. The applicant shall provide the following:
  - a. The project shall maintain a perimeter block wall along the north, west and east property lines, adjacent to the area of new construction, at a height of 6'-0," as measured from the highest point of the on-site finished grade adjacent to the wall, but at no time greater than 7'-0" in height.
  - b. All block walls shall observe the required vision clearance and line-of-sight requirements if located adjacent to a driveway. No walls greater than 36-inches in height shall be construction within the driveway vision clearance area. No block wall greater than 3'-0" in height shall extend beyond the front building plane elevation, and into the front setback area located along 11<sup>th</sup> Street.
  - c. Any new block walls shall be constructed of decorative split-face masonry with decorative caps, subject to the Community and Economic Development Department's approval, unless an attempt is being made to match an existing block wall pattern.
  - d. The applicant shall work with the existing property owners along the project's perimeter in designing and constructing any required perimeter block walls. This requirement is to avoid having double walls and to minimize any impact that it might cause to the existing landscaping on the neighbor's side as much as possible. The perimeter block wall shall be constructed and situated entirely within the subject property. In the event that the applicant cannot obtain approval from the property owners, the applicant shall construct the new wall with a decorative cap to be placed between the new and existing walls. In the event the location of a new wall adjacent to an existing wall or fence has the potential to affect the landscape planter, then the applicant shall work with City Staff to address this situation. The Community and Economic Development Director shall be authorized to approve minor alterations the size and/or location of the landscape planter to accommodate the placement of such wall.

60. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust) that includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, and the use of methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible. Also, the use of solar or low-emission water heaters, and use of low-sodium parking lot lights, and to ensure compliance with Title 24.
61. The common recreation area improvements shall be reviewed and approved by the Community and Economic Development Department, Planning Division prior to issuance of building permits. The improvements to the common recreation area shall include the amenities identified on the approved plans that include half a basketball court and benches for seating, as well as tables and benches along the ground level pedestrian walkways and in the passive recreation areas. Lighting in the common recreation areas shall be provided at a maximum one-foot light candle during the hours of darkness, and shall be restricted to low decorative type wall-mounted lights or ground lighting systems.
62. Building color and material samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. The buildings shall include multi-toned stuccoed exteriors with faux wood lap siding; window and door trim; tensioned steel guardrail for the decks and patios; fabricated metal awnings; smooth faux concrete square veneer; sloped stucco shelves underneath the windows on the east elevation; and varied rooflines with built-up roofing. All front, side, and rear elevations shall maintain the same level of detailing. The carports shall be designed with the same architecture design and finishes of the residential buildings.
63. Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the name and address of the development, and the developer's name, address, and a 24-hour emergency telephone number.
64. The applicant/property owner shall prepare a Density Bonus Housing Agreement pursuant to Ordinance 2668 and Section 9.12.030.070 (Density bonuses and other incentives for affordable housing) (Subsection I – "Density Bonus Housing Agreement") of Title 9. The Density Bonus Housing Agreement shall be submitted for review and approval by the City Attorney's office and the Community and Economic Development Department prior to the issuance of building permits. The approved Density Bonus Housing Agreement shall be recorded prior to issuance of a building permit for any structure in the housing development. The Density Bonus Housing Agreement shall run with the land and bind on all future owners and successors in interest. The Density Bonus Housing Agreement shall include, but not limited to, the following:

- a. The total number of units approved for the Housing Development, the number, location, and level of affordability of target units, and the number of density bonus units.
  - b. Standards for determining affordable rent or affordable ownership cost for the target units.
  - c. The location, unit size in square feet, and number of bedrooms of target units.
  - d. Provisions to ensure affordability for 55 years pursuant to Government Code section 65915 and otherwise in accordance with Subsection G of section 9.12.030.070.
  - e. A schedule for completion and occupancy of target units in relation to construction of non-restricted units.
  - f. A description of any concessions or incentives or waivers and modifications being provided by the City.
  - g. A description of remedies for breach of the agreement by either party. The City may identify tenants or qualified purchasers as third party beneficiaries under the agreement.
  - h. Procedures for qualifying tenants and prospective purchasers of target units.
  - i. Any other provisions to ensure implementation and compliance with section 9.12.030.070.
  - j. Procedures for establishing affordable rent, filling vacancies, and maintaining target units for eligible tenants.
  - k. Provisions requiring verification of household incomes.
  - l. Provisions requiring maintenance of records to demonstrate compliance with section 9.12.030.070.
  - m. The property owner shall restrict tenancy occupancy to a "2 + 1" formula, 2 persons per bedroom plus one additional person (ex: a two bedroom unit can only house five persons).
  - n. The property owner shall provide a professional caretaker, as defined and required by Title 25, Division 4, Article 5, Section 42 of the State Housing Law Regulations.
65. The applicant shall implement the Mitigation Monitoring and Reporting Program as identified in the Mitigated Negative Declaration, and shall provide

- updates about the implementation process to the City of Garden Grove Community and Economic Department until completion of the project.
66. A copy of the resolution approving Site Plan No. SP-038-2017, including these Conditions of Approval, shall be kept on the premises at all times.
  67. The permittee shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-038-2017, and his/her agreement with all conditions of the approval.
  68. The applicant shall, as a condition of Project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning General Plan Amendment No. GPA-002-2017(B) and Site Plan No. SP-038-2017 (collectively, the "Project entitlements"), and/or the adopted Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program for the Project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The applicant shall defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney and shall further pay any adverse financial award, which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval.
  69. The Conditions of Approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these Conditions of Approval constitute written notice of the amount of such fees. To the extent applicable, the applicant is hereby notified that the 90-day protest period, commencing from the effective date of approval of Site Plan No. SP-038-2017, has begun.
  70. Unless a time extension is granted pursuant to Section 9.32.160 of Title 9 of the Municipal Code, the project authorized by this approval of Site Plan No. SP-038-2017 shall become null and void if the subject use or construction necessary and incidental thereto is not commenced within one (1) year of the expiration of the appeal and thereafter diligently advanced until completion of the project.

MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

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PUBLIC HEARING - MITIGATED NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT NO. GPA-002-2017(B) AND SITE PLAN NO. SP-038-2017. FOR PROPERTY LOCATED AT 9841 11<sup>TH</sup> STREET, NORTH SIDE OF 11<sup>TH</sup> STREET, BETWEEN BROOKHURST STREET AND KERRY STREET.

Applicant: FAIRCREST REAL ESTATE, LLC

Date: November 2, 2017

Request: To develop a parcel, approximately 19,152 square foot in size, with a 10-unit apartment complex with a 35% affordable housing density bonus for low-income households. The project includes a General Plan Amendment, to change the General Plan land use designation of the property from Civic/ Institutional to Medium Density Residential (MDR), and a Site Plan to construct 10-units within a three-story apartment building. Pursuant to the State Density Bonus Law, the applicant is requesting three waivers from the R-3 zone development standards: 1) to allow the third-story configuration to be greater than 50 percent of the building footprint, 2) to deviate from the required 10'-0" distance separation between the units and the drive aisle located on the first, second, and third floors, and 3) to deviate from the required 11'-3" third-story side yard setback. The site is in the R-3 (Multiple-Family Residential) zone. The Planning Commission will also consider a recommendation that the City Council adopt a Mitigated Negative Declaration for the project.

Action: Public Hearing held. Speaker(s): Bill Jager

Action: Resolution Nos. 5902-17 (MND/GPA) and 5903-17 (SP) were approved with an amendment to remove Condition Nos. 35, 36, and 48 from the Conditions of Approval.

Motion: Brietigam Second: Lehman

Ayes: (6) Brietigam, Kanzler, Lazenby, Lehman, Nguyen, Truong

Noes: (0) None

Absent: (1) Salazar

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**DRAFT**

**Initial Study/  
Mitigated Negative Declaration**

**Green Garden Apartment Project  
9841 11<sup>th</sup> Street**

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**LEAD AGENCY:**



*City of Garden Grove*  
Community Development Department  
Planning Services Division  
11222 Acacia Parkway  
Garden Grove, CA 92840  
*Contact: Ms. Maria Parra*

**PREPARED BY:**

Morse Planning Group

May 2017







## MITIGATED NEGATIVE DECLARATION

<b>Title of Project:</b>	Garden Green Apartment Project
<b>Project Location:</b>	The project site is located on the north side of 11th Street between Kerry Street to the west and Brookhurst Street to the east within the City of Garden Grove, County of Orange. The address associated with the project site is 9841 11th Street. For a map of the project site, please refer to Exhibit 2-1 of the Initial Study.
<b>Project Proponent:</b>	Faircrest Real Estate, LLC 11542 Montclair Drive, Garden Grove, CA 92841
<b>Brief Description of Project:</b>	<p>The project site is presently developed with two unoccupied residential units. The two units will be demolished and removed, and a 3-story, 10-unit apartment complex with affordable units within one building will be constructed. The City will consider the following approvals:</p> <ul style="list-style-type: none"> <li>▪ General Plan Amendment from Civic/Institutional (CI) to Medium Density Residential (MDR) to be consistent with the R-3 zone</li> <li>▪ Site Plan</li> <li>▪ Development Agreement</li> <li>▪ Concession/Waivers (based on the density bonus): <ul style="list-style-type: none"> <li>(a) To allow the third-story configuration to be greater than 50 percent of the building footprint.</li> <li>(b) To deviate from the 10 feet distance separation between the units and the drive aisle located on the first, second, and third floors.</li> <li>(c) To deviate from the required 11'-3" third-story side setback.</li> </ul> </li> </ul>
<b>Cortese List:</b>	The project does not involve a site located on the Cortese list.
<b>Project Impacts:</b>	The Initial Study/Mitigated Negative Declaration found that the environmental impacts from the project would be less than significant with the incorporation of mitigation measures.
<b>Mitigation Measures:</b>	Mitigation measures have been included for Biological Resources, Cultural Resources, Geology and Soils; Hazards & Hazardous Materials; Hydrology and Water Quality; Noise; Public Services; Recreation; and Utilities & Service Systems.



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## **Appendices**

*Provided on CD or on file with the City*

A	Air Quality & Greenhouse Gas Modelling Data
B	Geotechnical Engineering Investigation
C	Hydrology Study
D	Preliminary Water Quality Management Plan
E	Noise Modelling Data

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## **1.0 INTRODUCTION**

The Green Garden Apartment Project (herein referenced as the “project” or the “proposed project”) involves the demolition of on-site buildings and the development of ten apartment units on a 0.44-acre site. Following a preliminary review of the proposed project, the City of Garden Grove has determined that the proposed project is subject to the guidelines and regulations of the *California Environmental Quality Act (CEQA)*. This Initial Study addresses the direct, indirect, and cumulative environmental impacts of the project, as proposed.

### **1.1. STATUTORY AUTHORITY AND REQUIREMENTS**

This environmental document has been prepared in conformance with *CEQA (California Public Resources Code [PRC] Section 21000 et seq.)*; *CEQA Guidelines (California Code of Regulations [CCR], Title 14, Section 15000 et seq.)*; and the rules, regulations, and procedures for implementation of *CEQA*, as adopted by the City of Garden Grove (City).

In accordance with the *CEQA Guidelines* Sections 15051 and 15367, the City is identified as the Lead Agency for the proposed project. Under *CEQA* Sections 21000-21177 and pursuant to *CEQA Guidelines* Section 15063, the City is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration. Such determination can be made only if “there is no substantial evidence in light of the whole record before the Lead Agency” that such impacts may occur (*CEQA* Section 21080(c)).

The environmental documentation, which is ultimately selected by the City in accordance with *CEQA*, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions relevant to the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis are subject to a public review period. During this review, agency and public comments on the document relative to environmental issues should be addressed to the City. Following review of any comments received, the City will consider these comments as a part of the project’s environmental review and include them with the Initial Study documentation for consideration by the City.

## **1.2. PURPOSE**

The purposes of an Initial Study are to:

1. Identify environmental impacts;
2. Provide the lead agency with information to use as the basis for deciding whether to prepare an EIR or a negative declaration;
3. Enable an applicant or lead agency to modify a project, mitigating adverse impacts before an EIR is required to be prepared;
4. Facilitate environmental assessment early in the design of the project;
5. Document the factual basis of the finding in a negative declaration that a project would not have a significant environmental effect;
6. Eliminate needless EIRs;
7. Determine whether a previously prepared EIR could be used for the project; and
8. Assist in the preparation of an EIR, if required, by focusing the EIR on the effects determined to be significant, identifying the effects determined not to be significant, and explaining the reasons for determining that potentially significant effects would not be significant.

*CEQA Guidelines* Section 15063 identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to those requirements, an Initial Study shall include:

- A description of the project, including the location of the project
- Identification of the environmental setting
- Identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries
- Discussion of ways to mitigate significant effects identified, if any
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study

## **1.3. RESPONSIBLE AND TRUSTEE AGENCIES**

Certain projects or actions undertaken by a Lead Agency require subsequent oversight, approvals, or permits from other public agencies in order to be implemented. Such other agencies are referred to as Responsible Agencies and Trustee Agencies. Pursuant to *CEQA Guidelines* Sections 15381 and 15386, as amended, Responsible Agencies and Trustee Agencies are respectively defined as follows:

*“Responsible Agency” means a public agency, which proposes to carry out or approve a project, for which [a] Lead Agency is preparing or has prepared an EIR or Negative Declaration. For the purposes of CEQA, the term “responsible agency” includes all public agencies other than the Lead Agency, which have discretionary approval power over the project. (Section 15381)*

*“Trustee Agency” means a state agency having jurisdiction by law over natural resources affected by a project, which are held in trust for the people of the State of California. Trustee Agencies include; The California Department of Fish and Wildlife, The State Lands Commission; The State Department of Parks and Recreation and The University of California with regard to sites within the Natural Land and Water Reserves System. (Section 15386)*

For this project, the City is the Lead Agency and has the principal responsibility of processing and approving the project.

Responsible and Trustee Agencies and other entities that may use this Initial Study in their decision-making process or for informational purposes include, but may not be limited to, the following:

- City of Garden Grove Fire Department
- City of Garden Grove Police Department
- Santa Ana Regional Water Quality Control Board

## **1.4. CONSULTATION**

Following completion of this Initial Study, the City initiated formal consultation with Responsible Agencies, Trustee Agencies, and other governmental agencies as required under CEQA and its implementing guidelines.

The City also complied with Tribal Cultural Resources consultation requirements under the California Environmental Quality Act, AB 52 (Gatto, 2014). Formal notification was sent to the list of 24 tribes provided by the Native American Heritage Commission pursuant to *Public Resources Code* Section 21080.3.1 on February 10, 2017 and April 25, 2017 from the list received from the Native American Heritage Commission on October 24, 2016. As of May 24, 2017, the City has received no requests for consultation.

Given that the project involves a general plan amendment, the City also conducted SB 18 consultation with the list of tribes provided Native American Heritage Commission pursuant to Government Code Section 65352.3. On March 11, 2016, the City mailed notices to local tribes on the tribal consultation list provided by the Native American Heritage Commission on March 9, 2016. At the end of the 90-day notification period, June 8, 2016, the City received no request for any tribes for consultation.

## **1.5. INCORPORATION BY REFERENCE**

Pertinent documents relating to this Initial Study have been cited in accordance with CEQA *Guidelines* Section 15150, which encourages “incorporation by reference” as a means of reducing redundancy and length of environmental reports. The following documents are available for public review at the City of Garden Grove Community Development Department, 11222 Acacia Parkway,

Garden Grove, California or at the web addresses noted herein. The documents are hereby incorporated by reference into this Initial Study. Information contained within these documents has been utilized for this Initial Study.

## **City of Garden Grove**

*Garden Grove General Plan 2030 (August 2008, May 2013)*

Available online on the Planning Services Division page at: <http://www.ci.garden-grove.ca.us/commdev/planning>

The Garden Grove General Plan 2030 is the primary source of long-range planning and policy direction that guides growth and preserves the quality of life within the community. The General Plan estimates the anticipated level of development within the City. The General Plan includes the following elements: Land Use; Community Design; Economic Development; Circulation; Infrastructure; Noise; Air Quality; Parks, Recreation, and Open Space; Conservation; Safety; and Housing. The 2014-2021 Housing Element was adopted in May 2013.

Land Use Element. The Land Use Element serves as a long-range planning guide for development within the City. It describes the type of land uses, including development intensity and density throughout the City. The Land Use Element establishes goals, policies and implementation measures to promote appropriate development and redevelopment within the City.

Community Design Element. The Community Design Element will help guide future development in the City, so that overall public and private development will contribute to a high quality visual environment. This Element addresses the design issues related to community image, development within the public right-of-way and development on private property relative to architectural design, site planning, and signage.

Economic Development Element. The Economic Development Element sets the framework for a balanced and stable economic base in Garden Grove. The Economic Development Element establishes goals, policies and implementation measures that promote economic development by establishing a favorable environment for business attraction and retention, private investment, economic diversification, entrepreneurship, and the attraction of well-paying jobs.

Circulation Element. The Circulation Element provides programs and policies to establish a roadway system that adequately accommodates future growth consistent with the Land Use Element. The Circulation Plan seeks to provide for a safe, convenient, and efficient transportation system allowing for the movement of people and goods throughout the City and the region. Additionally, the Element includes policies for bike lanes, street improvements, and other transportation-related issues.

Infrastructure Element. The Infrastructure Element identifies the existing water, sewer, and storm drain systems and establishes goals, policies, and implementation measures to ensure that the City's infrastructure continues to meet the existing and future needs of the City.

Noise Element. The Noise Element describes the existing noise environment within the City and its relationship with Federal, State, and City noise regulations. This Element also provides



a framework to limit noise exposure within the City that considers both the existing and future noise environments and the compatibility of land uses.

Air Quality Element. The Air Quality Element is intended to protect the public's health and welfare by implementing measures that allow the South Coast Air Basin to attain Federal and State air quality standards. To achieve this, the Element sets forth a number of programs to reduce current pollution emissions and requires that new development include measures to comply with air quality standards. In addition, this Element contains provisions to address new air quality requirements.

Parks, Recreation, and Open Space Element. The Parks, Recreation, and Open Space Element of the General Plan establishes goals, policies and implementation measures that provide direction for the provision of adequate parkland, recreation opportunities, and management and conservation of limited open space resources within the City.

Conservation Element. The Conservation Element provides direction regarding the conservation, development, and utilization of natural resources. It serves as a guide for the City of Garden Grove, its residents and businesses to understand what natural or other resources exist in the City, how development impacts these resources and what methods should be employed to maintain, preserve or conserve these resources. The Conservation Element addresses the following resources: water resources, energy, solid waste, biological resources, green building, and cultural/historical resources.

Safety Element. The Safety Element identifies goals, policies and implementation measures to reduce the potential risk of death, injuries, property damage, and the economic and social dislocation resulting from hazards such as fires, floods, earthquakes, landslides and other hazards. The Safety Element provides policies and standards for the type, location, intensity, and design of development in areas of potential hazards. The intent of this element is to understand and minimize risks associated with each specific type of hazard so the City government and public may make informed decisions about land use and development throughout the City.

Housing Element. The Housing Element provides programs and policies that assist the community, region, and state in meeting the goal of providing housing affordable to all socioeconomic segments of the population. The Element addresses citywide housing and population demographics, regional fair-share housing allocations, and implementation strategies to assist the City in providing a full range of housing opportunities.

The General Plan was utilized throughout this document as the fundamental planning document governing development at the project site. Background information and policy information from the General Plan is cited throughout this document.

*Garden Grove General Plan Environmental Impact Report (August 2008)*

The Garden Grove General Plan Environmental Impact Report (General Plan EIR) analyzed the potential environmental impacts of the buildout of the General Plan 2030. The General Plan 2030 Land Use Diagram identifies the type, location and density/intensity of future development within the City of Garden Grove. The City of Garden Grove is approximately 99 percent built out, and as such, the General Plan 2030 focused on preserving residential neighborhoods, guiding the remaining development and redevelopment opportunities, and encouraging the revitalization of selected areas. As of January 2008, there were approximately 32.01 acres of vacant land in the City. Below is a summary of the anticipated development conditions through buildout. The values include the additional growth anticipated with the General Plan 2030, and account for buildout of any vacant or underutilized parcels. In total, these efforts are anticipated to result in the following scenario at buildout:

- 54,296 dwelling units;
- 14,557,673 square feet within eight mixed-use categories;
- 6,597,321 square feet of commercial uses;
- 494,493 square feet of office uses;
- 19,079,280 square feet of industrial uses;
- 7,844,067 square feet of civic/institutional uses; and
- 2,566.48 acres of roads/infrastructure.

The General Plan EIR, a Program EIR, evaluated the impacts of implementing the General Plan, the consideration of broad policy alternatives and program-wide mitigation measures. The Program EIR also determined when subsequent environmental review would be needed for a specific development proposal that is consistent with the General Plan 2030. The General Plan EIR concluded that the following three impact areas could not be feasibly mitigated and would result in a significant and unavoidable impact associated with implementation of the General Plan 2030:

- Air Quality (short-term construction emissions and cumulative construction emissions, long-term mobile and stationary source emissions, and General Plan buildout cumulative impacts)
- Noise (long-term operational noise and cumulative long-term operational noise impacts)
- Parks and Recreation (parks and recreational facilities and cumulative park and recreational facilities impacts)

The City Council adopted a Statement of Facts and Findings and a Statement of Overriding Considerations for these impacts in August 2008.

*Garden Grove Municipal Code* (Current through Ordinance 2866 and the June 2016 code supplement).  
Available online at: <http://www.ci.garden-grove.ca.us/MunicipalCode>

The Municipal Code is the set of laws for the City. The Municipal Code covers all aspects of City regulations, including zoning and various development related requirements. All zoning district standards are included in the Municipal Code. In addition, standards for development and architectural review, parking, variances, and other similar topics are included in the Municipal Code. Aside from zoning standards, other City regulations are also included in the Municipal Code, such as subdivision requirements, business license regulations, street, water and sewer standards, and vehicle and traffic requirements.

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## **2.0 PROJECT DESCRIPTION**

### **2.1. PROJECT LOCATION**

Regionally, the project site is located in the City of Garden Grove, which is located in the central portion of the County of Orange. The City of Garden Grove is bordered by the Cities of Anaheim, Stanton, and Cypress to the north; Los Alamitos to the northwest; Seal Beach to the west/southwest; Westminster and Fountain Valley to the south; Santa Ana to the south and southwest; and Orange to the east. The Garden Grove Freeway (State Route 22 [SR-22]) runs in an east-west direction through the City. Both the Santa Ana Freeway (Interstate 5) to the northeast, and the San Diego Freeway (Interstate 405) to the southwest, provides connections to State Route 22.

Locally, the project site is located on the north side of 11th Street between Kerry Street to the west and Brookhurst Street to the east within the City of Garden Grove, County of Orange. The address associated with the project site is 9841 11th Street. Refer to Exhibit 2-1, Local Vicinity.

### **2.2. ENVIRONMENTAL SETTING**

#### **2.2.1 EXISTING LAND USES**

The approximately 0.44-acre (19,152 square feet) project site is comprised of one parcel (APNs 098-120-029 and -030), and is presently developed with two residential units (849 and 1,000 square feet) and accessory structures that are unoccupied. The accessory structures include a garage, shed, covered patio, and three dog kennels (two chain link and one wood).

#### **2.2.2 SURROUNDING LAND USES**

The project site is surrounded by the following uses:

- North:** The Islamic Society of Orange County and the Orange Crescent School are located to the northwest of the site, and front onto 13<sup>th</sup> Street, while residential rehabilitation facilities are located directly to the north of the site, and front onto 13<sup>th</sup> Street.
- East:** An intermediate care facility, single-family homes, and multi-family developments are located to the east of the site on the north side of 11<sup>th</sup> Street.
- South:** 11<sup>th</sup> Street is immediately adjacent to the project site. Single-family homes and multi-family residential complexes are located to the south across 11<sup>th</sup> Street.
- West:** A multi-family residential complex is located to the west of the site on the north side of 11<sup>th</sup> Street.

## **2.3. EXISTING ZONING AND GENERAL PLAN**

The *Garden Grove General Plan* Land Use Diagram designates the site as Civic/Institutional (CI). The Zoning map designates the site as R-3 (Multiple Family Residential).

*Municipal Code* Title 9 Land Use, Chapter 9.12 Multifamily Residential Development Standards, Section 9.12.020.020 defines the R-3 zone.

*R-3 (Multiple-Family Residential). The R-3 zone is intended to provide for a variety of types and densities of multiple-family residential dwellings. This zone is intended to promote housing opportunities in close proximity to employment and commercial centers.*

### **Zoning for Surrounding Uses**

Zoning designations for surrounding uses are noted below.

- North:** PUD-130-99 (Planned Unit Development), R-3 (Multiple-Family Residential), and C-1 (Neighborhood Commercial)
- East:** R-3 (Multiple-Family Residential)
- South:** R-1-6 (Single-Family Residential) and R-3 (Multiple-Family Residential), and C-1 (Neighborhood Commercial)
- West:** PUD-130-99 (Planned Unit Development) and R-3 (Multiple-Family Residential)

## **2.4. PROJECT CHARACTERISTICS**

### **2.4.1 PROJECT OBJECTIVES**

The objectives that the City of Garden Grove seek to accomplish as part of the proposed project's implementation include the following:

- To ensure that the proposed project conforms to all pertinent City of Garden Grove land use and development regulations.
- To ensure that the proposed project's environmental impacts are identified and addressed as required by CEQA.
- To further facilitate new residential infill development to provide new housing opportunities for various income groups.

The objectives of the Applicant include the following:

- To facilitate the development of an underutilized property.
- To facilitate the provision of affordable housing units in the City.
- To realize a fair return on investment.

## **2.4.2 DESCRIPTION OF PROJECT**

Faircrest Real Estate, LLC is proposing to develop a 10-unit apartment complex with affordable housing units on the 0.44-acre/19,152-square foot site named the Green Garden Project.

### **Proposed Site Development**

Currently, the project site is developed with two unoccupied residential units and accessory structures that include a garage, shed, covered patio, and three dog kennels (two chain link and one wood). All on-site buildings and landscaping areas will be demolished and removed, and a 3-story, 10-unit apartment complex with affordable units will be constructed within one building. Vehicular ingress and egress to the project site will be provided via a single driveway from 11<sup>th</sup> Street. A single drive aisle will be provided to access the site and required parking spaces that are designed as carports. The majority of the units will be located on the 2<sup>nd</sup> and 3<sup>rd</sup> floors with the exception of Unit 1, which will be located on the 1<sup>st</sup> floor. The existing 6-foot block wall on the northern, western, and eastern boundaries will be protected in place. In addition, a 30-inch block wall will be constructed on the eastern property boundary adjacent to the drive aisle and will connect with the existing block wall. Refer to *Table 2-1, Land Use Summary*) and *Exhibit 2-2, Site Plan*.

Pursuant to State Law, the Applicant requests a density bonus to construct affordable housing units. The Municipal Code allows a maximum of 7 units based on the existing lot size. The proposed project will provide a 35 percent density bonus to construct a total of 10 units with three waivers/concessions to deviate from the R-3 development standards; thus, the proposed project will be required to restrict 3 units as low income. The three waivers/concessions include: 1) to allow the third-story configuration to be greater than 50 percent of the building footprint, 2) to deviate from the 10-foot distance separation between the units and the drive aisle located on the first, second, third floors, and 3) to allow the third-story to deviate from the required 11'-3" side setback.

The project will include a General Plan Amendment to change the land use designation from Civic Institution to Medium Density Residential, and a Site Plan to allow the construction of the 10-unit apartment complex.

### **Density and Lot Coverage**

As noted in *Table 2-1, Land Use Summary*, the project is proposing 10 units. A density bonus is required to accommodate the proposed density. The proposed project will result in a density of 22.7 dwelling units per acre. The proposed project will result in lot coverage of 37.90 percent.

### **Access and Parking**

A single access driveway for ingress/egress will be provided on 11<sup>th</sup> Street. The proposed project will provide 20 on-site parking spaces. The parking is calculated based on the State's density bonus requirements of 2 parking spaces for 2- and 3-bedroom units.

**TABLE 2-1 LAND USE SUMMARY**

Unit	Quantity	Size	Type	Location
Unit 1: 2 bed/2 bath	1	990 sf	Stacked Flat	1 <sup>st</sup> Floor
Unit 2: 3 bed/2 bath	1	1,180 sf	Stacked Flat	2 <sup>nd</sup> Floor
Unit 3: 2 bed/2 bath	1	990 sf	Stacked Flat	3 <sup>rd</sup> Floor
Unit 4: 2 bed/2 bath	2	921 sf	Stacked Flat	2 <sup>nd</sup> & 3 <sup>rd</sup> Floors
Unit 5: 3 bed/2.5 bath	5	1,277 sf	Townhouse	
<b>Total</b>	<b>10</b>			
Notes: Bed = bedroom; bath = bathroom; sf = square feet				

### **Open Space, Recreation, and Leisure Areas**

The proposed project will provide 3,137 square feet of open space, recreation, and leisure areas, which includes an aggregate total of 947 square feet of private patios and decks that vary in size from 90 square feet to 109 square feet and 2,190 square feet of common recreation area including a 1,817 square foot active recreation area, and 373 square feet of passive recreation area.

#### **2.4.3 PROJECT PHASING**

The proposed project will be constructed in a single phase.

### **2.5. PERMITS AND APPROVALS**

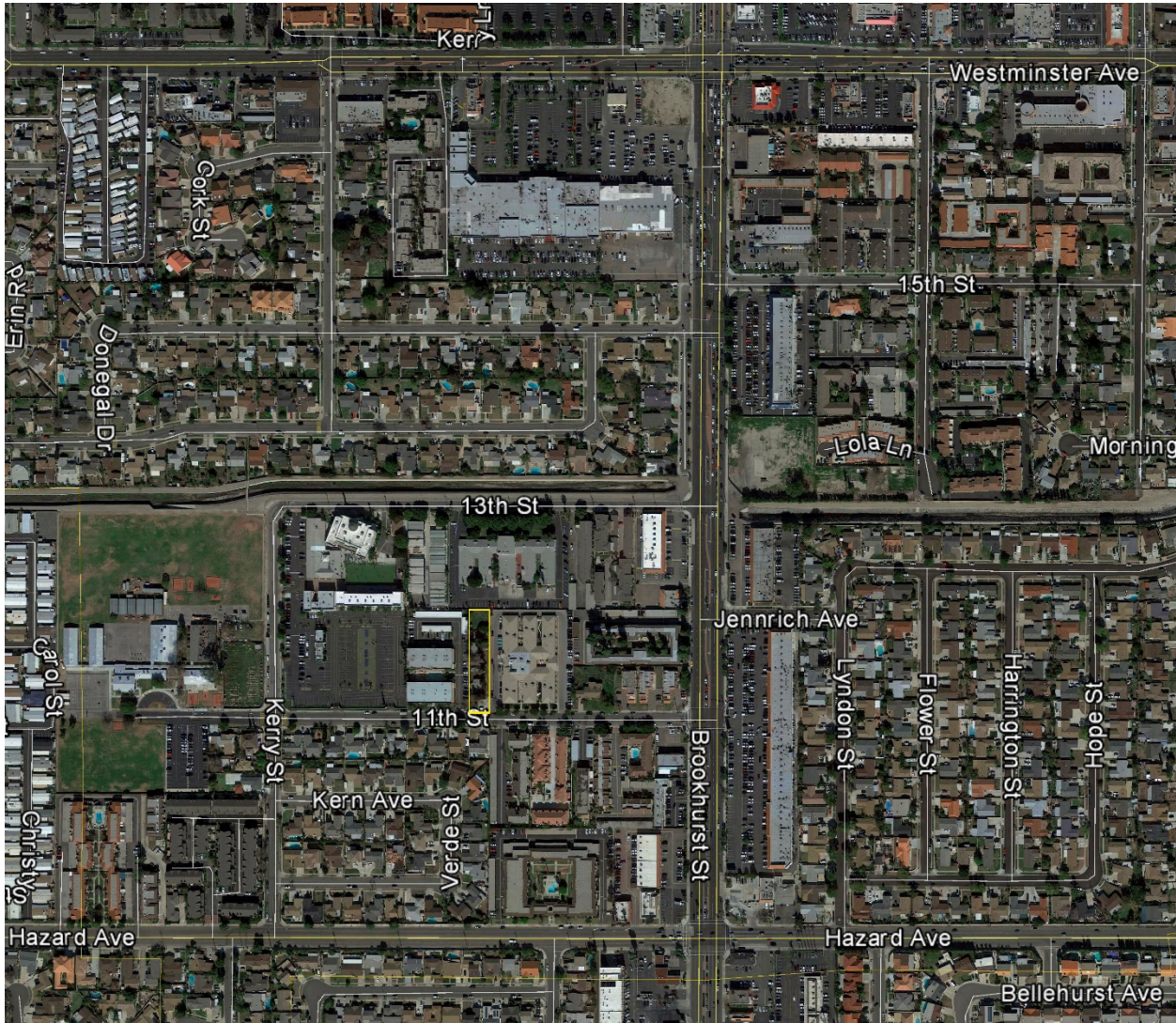
The City (lead agency under CEQA) will use this Initial Study/Mitigated Negative Declaration in making decisions with regard to the approval of the proposed Green Garden Apartment Project and the subsequent construction and development of the apartment units. The City will consider the following approvals:

- General Plan Amendment from Civic/Institutional (CI) to Medium Density Residential (MDR) to be consistent with the R-3 zone
- Site Plan
- Development Agreement
- Concession/Waivers (based on the density bonus) for:
  - (a) To allow the third-story configuration to be greater than 50 percent of the building footprint
  - (b) To deviate from the required 10 feet distance separation between the units and the drive aisle located on the first, second, and third floors
  - (c) To deviate from the required 11'-3" third-story side setback

Other permits required for the project will include, but may not be limited to, the issuance of demolition permits and building permits.



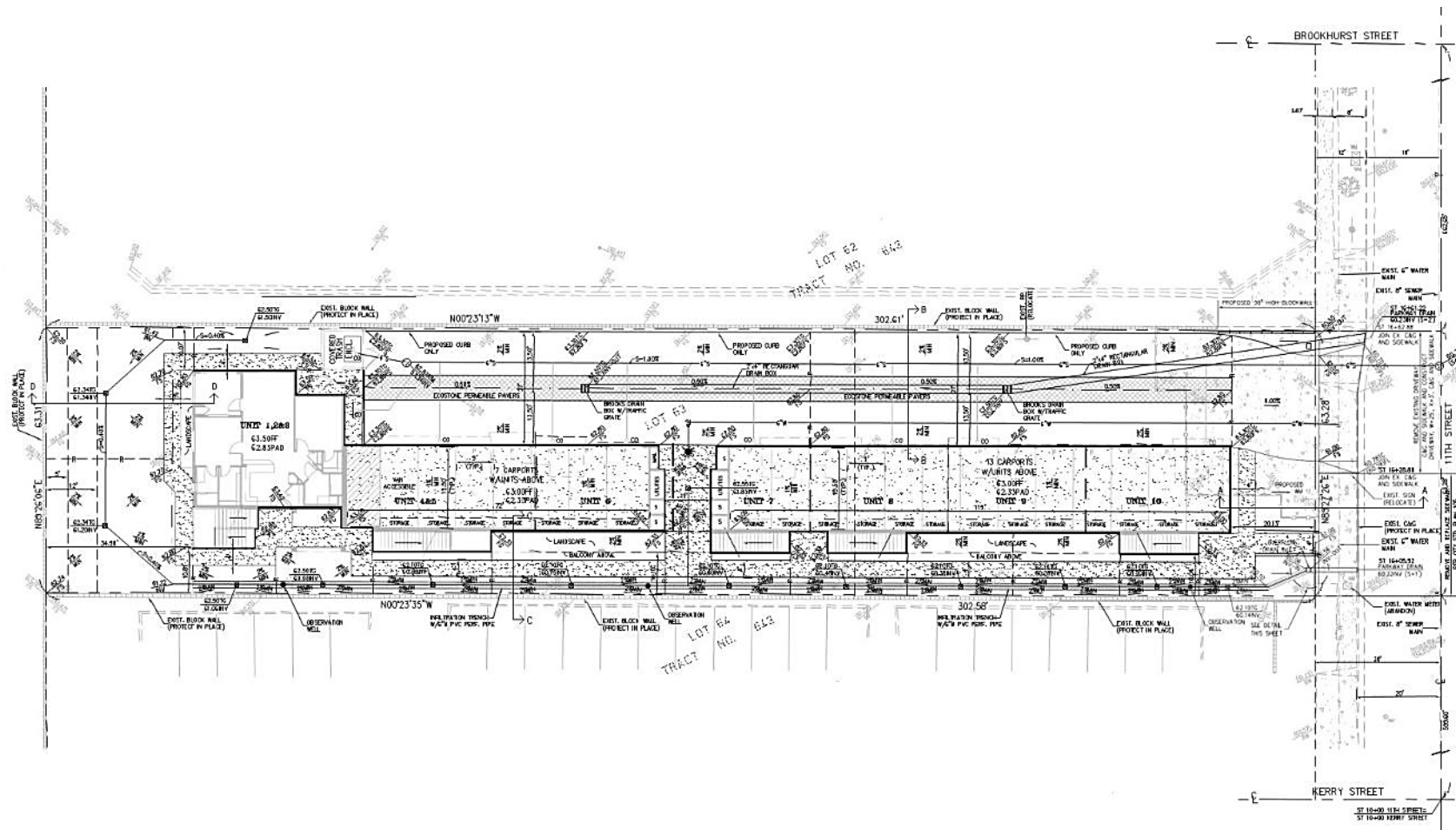
## Exhibit 2-1 Local Vicinity



Project Site

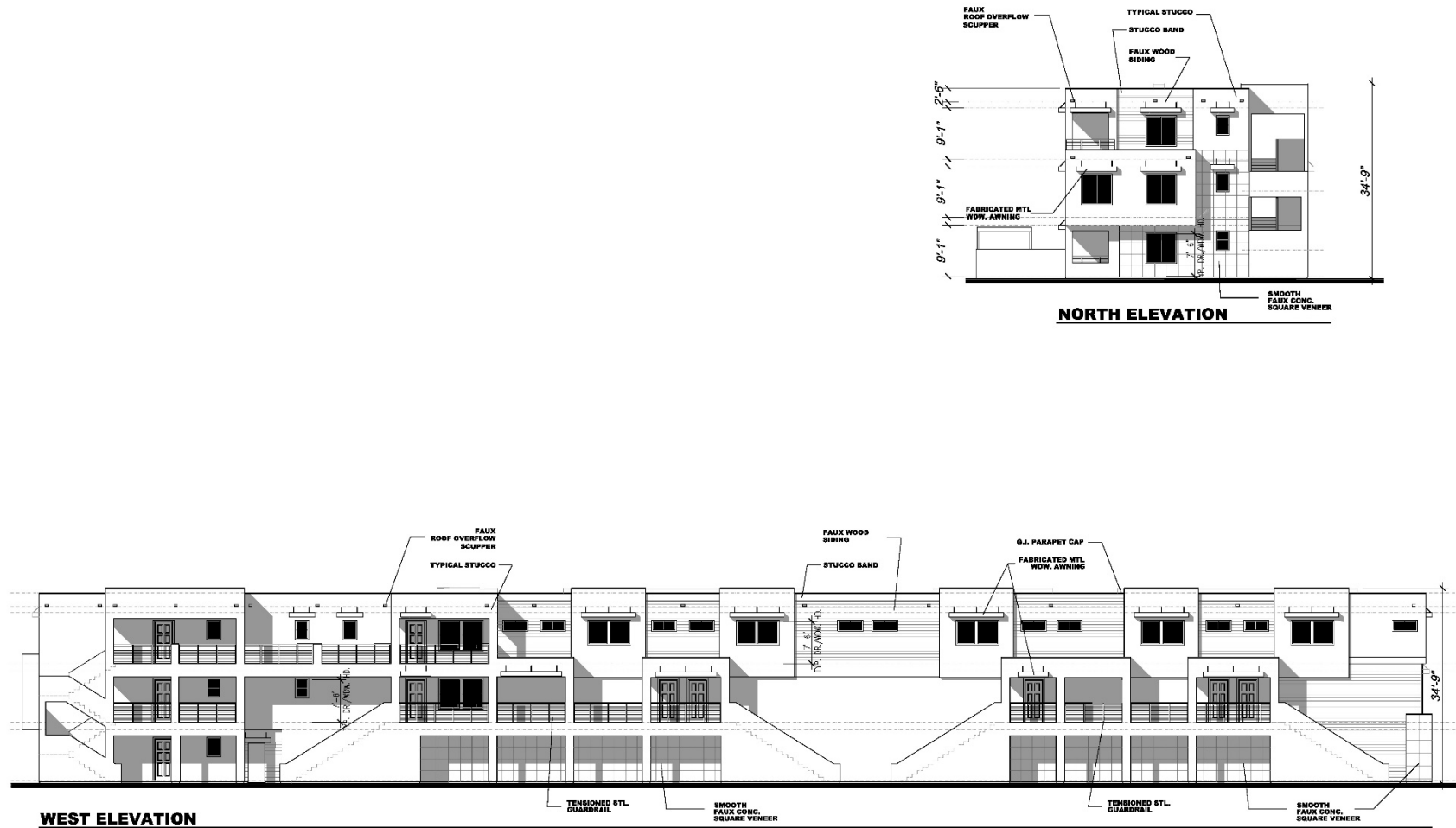
Source: Google Earth, 2016

Exhibit 2-2 Site Plan



Sources: LSA Architecture, Inc. and DMS Consultants, Inc., May 2016

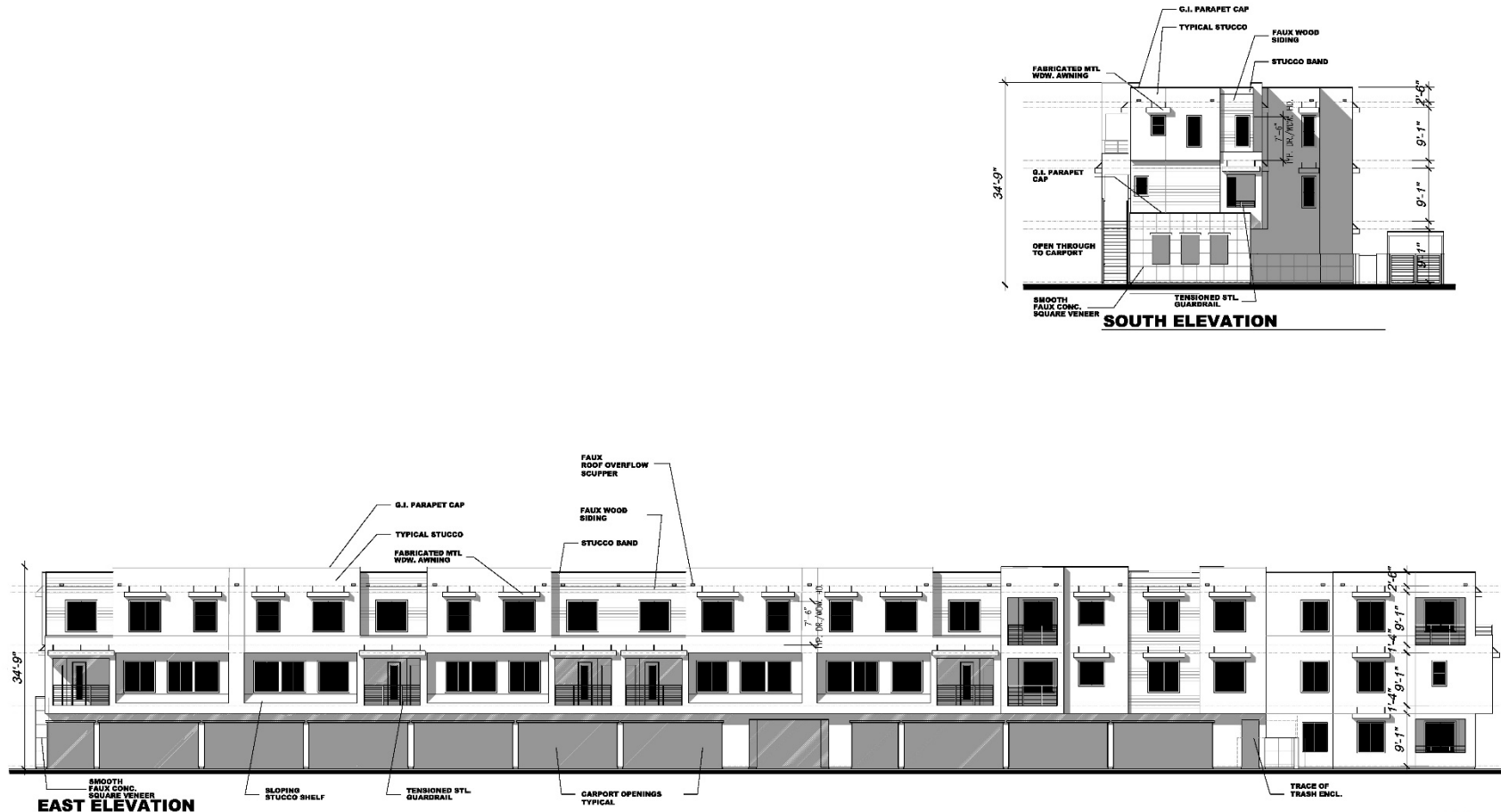
## Exhibit 2-3 North and West Building Elevations



Source: LSA Architecture, Inc., May 2016

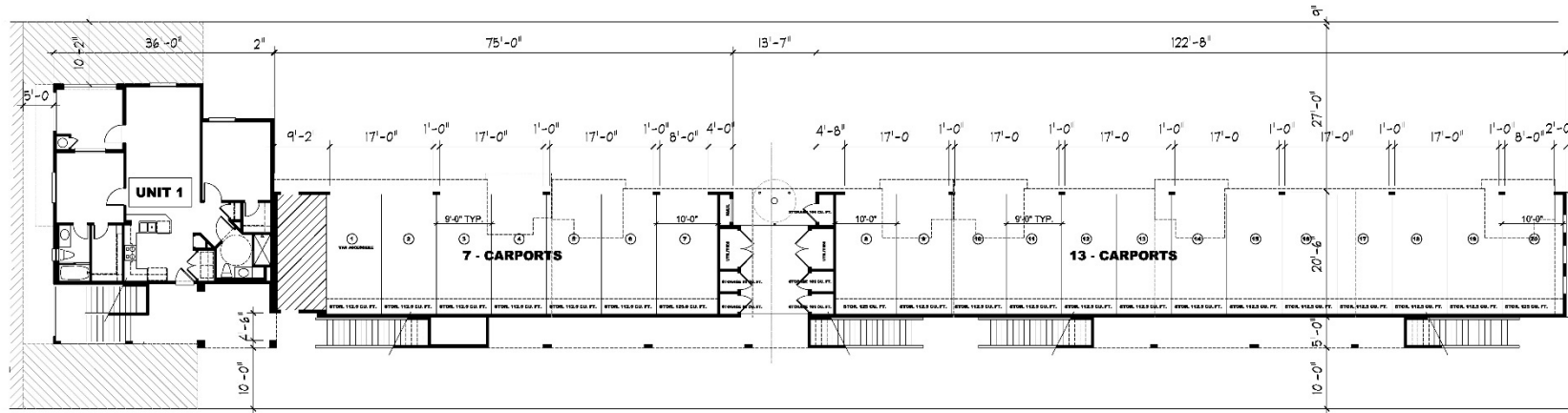


Exhibit 2-4 South and East Building Elevations



Source: LSA Architecture, Inc., May 2016

Exhibit 2-5 Building Floor Plan: 1<sup>st</sup> Floor



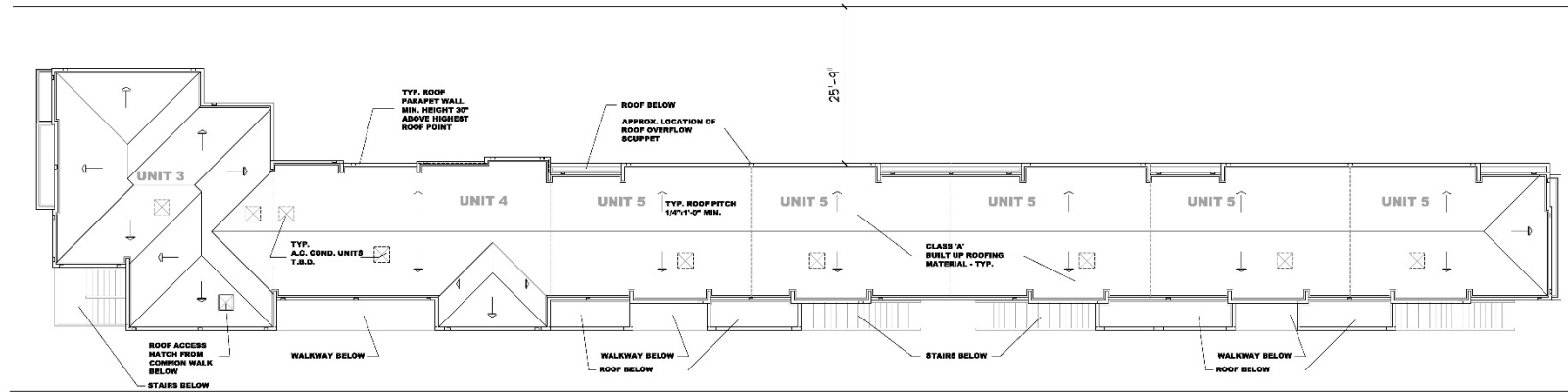
Source: LSA Architecture, Inc., May 2016

Exhibit 2-6 Building Floor Plan: 2<sup>nd</sup> & 3<sup>rd</sup> Floors



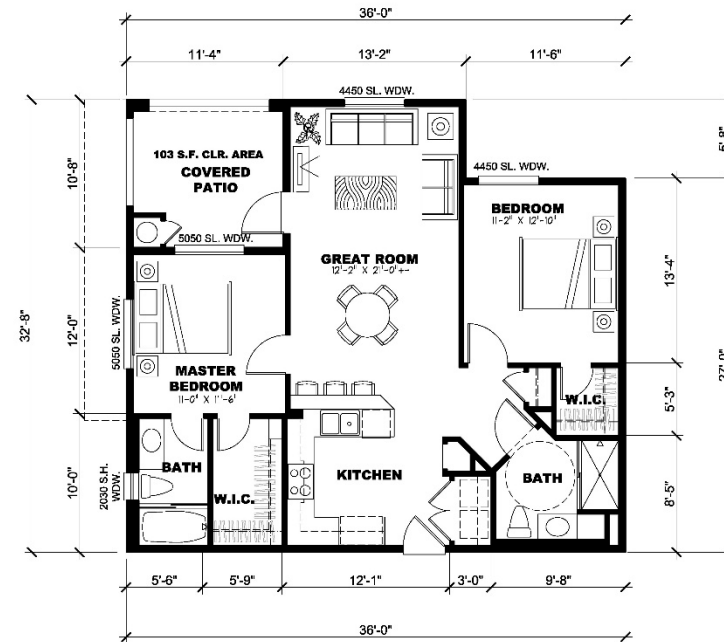
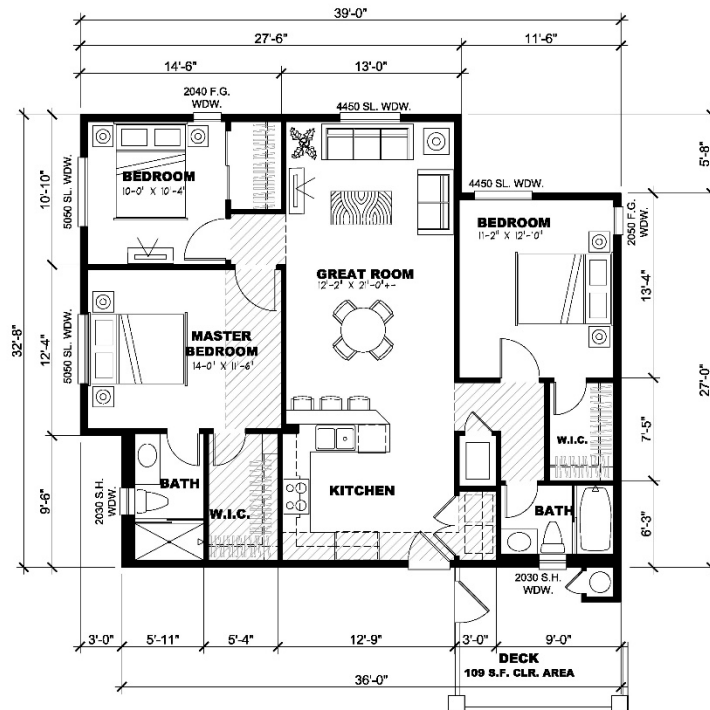
Source: LSA Architecture, Inc., May 2016

## Exhibit 2-7 Building Roof Plan



Source: LSA Architecture, Inc., May 2016

Exhibit 2-8 Floor Plan: Units 1 and 2

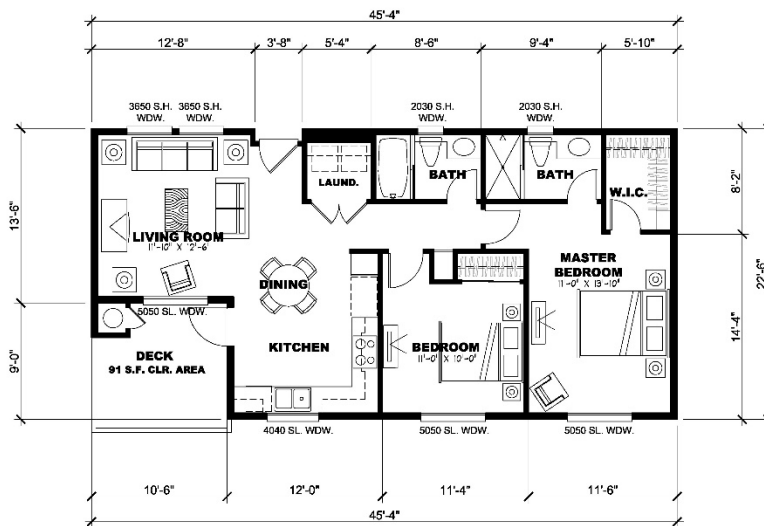


Source: LSA Architecture, Inc., May 2016



**Garden Green Apartment Project – 9841 11<sup>th</sup> Street**  
**Initial Study/Mitigated Negative Declaration**

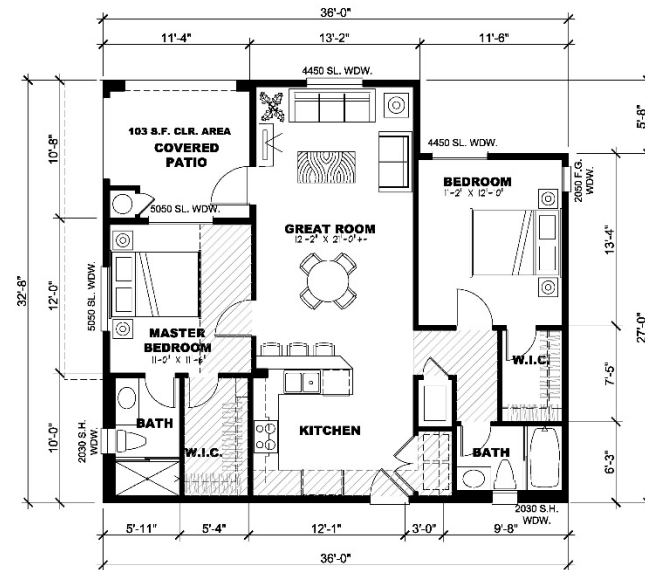
**Exhibit 2-9 Floor Plan: Units 3 and 4**



**UNIT 4 - STACKED FLAT**  
**2-BEDROOM / 2-BATH**

**SQUARE FOOTAGE**

FLOOR PLAN	92' SQ. FT.
DECK	105' SQ. FT.
NET CLEAR	9' SQ. FT.



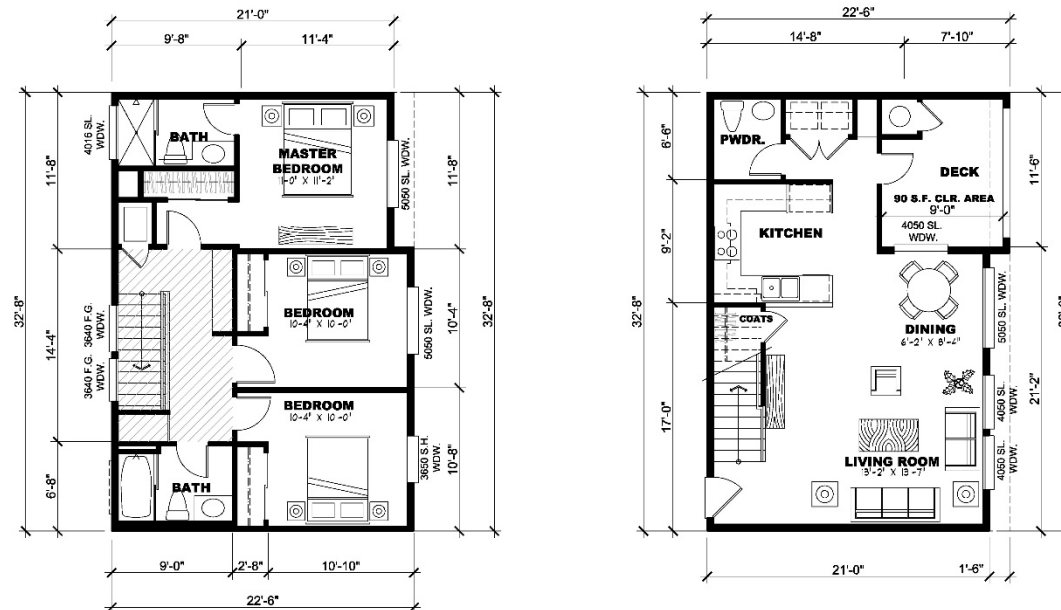
**UNIT 3 - THIRD FLOOR FLAT**  
**2-BEDROOMS / 2-BATH**

**SQUARE FOOTAGE**

FLOOR PLAN	690' SQ. FT.
DECK	12' SQ. FT.
NET CLEAR	103' SQ. FT.

Source: LSA Architecture, Inc., May 2016

Exhibit 2-10 Floor Plan: Unit 5



**UNIT 5 - TOWN HOME**  
**3-BEDROOMS / 2.5-BATH**

**SQUARE FOOTAGE**

FIRST FLOOR	594 SQ. FT.
SECOND FLOOR	683 SQ. FT.
FLOOR PLAN	1,277 SQ. FT.
DECK	110 SQ. FT.
NET CLEAR	90 SQ. FT.

Source: LSA Architecture, Inc., May 2016

## **3.0 INITIAL STUDY CHECKLIST**

### **3.1. BACKGROUND**

1.	<b>Project Title:</b> Green Garden Apartment Project
2.	<b>Lead Agency Name and Address:</b> City of Garden Grove Planning Services Division 11222 Acacia Parkway Garden Grove, CA 92840
3.	<b>Contact Person and Phone Number:</b> Maria Parra, Urban Planner, 714.744.5312
4.	<b>Project Location:</b> The project site is located on the north side of 11 <sup>th</sup> Street between Kerry Street to the west and Brookhurst Street to the east within the City of Garden Grove, County of Orange at 9841 11 <sup>th</sup> Street (APNs: 098-120-029 and 030).
5.	<b>Project Sponsor's Name and Address:</b> Joann Pham Faircrest Real Estate, LLC 11542 Montclair Drive Garden Grove, CA 92841
6.	<b>General Plan Designation:</b> The <i>Garden Grove General Plan</i> Land Use Diagram designates the site as Civic/Institutional (CI). A General Plan Amendment is proposed to change the land use designation from Civic/Institution to Medium Density Residential.
7.	<b>Zoning:</b> The Zoning map designates the site as R-3 (Multiple Family Residential).
8.	<b>Description of the Project:</b> All on-site buildings and landscaping areas will be demolished and removed, and a 3-story, 10-unit apartment complex with affordable units constructed within one building. Additional details regarding the proposed project are provided in <a href="#">Section 2.4, Project Characteristics</a> .
9.	<b>Surrounding Land Uses and Setting:</b> Single-family homes and multi-family residential complexes are located to the south across 11 <sup>th</sup> Street. Multi-family residential complexes are located to the west and east of the site on the north side of 11 <sup>th</sup> Street. Uses to the northwest, north, and northeast include institutional, educational, and rehabilitation facilities. For additional details refer to <a href="#">Section 2.2.2, Surrounding Land Uses</a> .
10.	<b>Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement).</b> Refer to <a href="#">Section 2.5, Permits and Approvals</a> .

### **3.2. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is “Less Than Significant Impact with Mitigation Incorporated,” as indicated by the Initial Study Checklist questions in Section 4.1 through Section 4.18.

	Aesthetics		Land Use and Planning
	Agriculture and Forestry Resources		Mineral Resources
	Air Quality	✓	Noise
✓	Biological Resources		Population and Housing
✓	Cultural Resources	✓	Public Services
✓	Geology and Soils	✓	Recreation
	Greenhouse Gas Emissions		Transportation/Traffic
✓	Hazards & Hazardous Materials	✓	Utilities & Service Systems
✓	Hydrology and Water Quality	✓	Mandatory Findings of Significance

### **3.3. EVALUATION OF ENVIRONMENTAL IMPACTS**

This section analyzes the potential environmental impacts associated with the proposed project. The issue areas evaluated in this Initial Study include:

- |   |  |
|---|--|
| <input type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Land Use and Planning         |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Mineral Resources             |
| <input type="checkbox"/> Air Quality                        | <input type="checkbox"/> Noise                         |
| <input type="checkbox"/> Biological Resources               | <input type="checkbox"/> Population and Housing        |
| <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Public Services               |
| <input type="checkbox"/> Geology and Soils                  | <input type="checkbox"/> Recreation                    |
| <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Transportation/Traffic        |
| <input type="checkbox"/> Hazards and Hazardous Materials    | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Hydrology and Water Quality        |  |

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the *CEQA Guidelines* and used by the Garden Grove (City) in its environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study’s preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the development’s impacts and to identify mitigation.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the development. To each question, there are four possible responses:

- **No Impact.** The development will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The development will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.
- **Less Than Significant Impact With Mitigation Incorporated.** The development will have the potential to generate impacts which may be considered as a significant impact on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact.** The development will have impacts which are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

Where potential impacts are anticipated to be significant, mitigation measures would be required, so that impacts may be avoided or reduced to a less than significant level.

### **3.4. LEAD AGENCY DETERMINATION**

On the basis of this initial evaluation:

I find that the proposed use COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 4.0 have been added. A MITIGATED NEGATIVE DECLARATION will be prepared.



I find that the proposal MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposal MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or “potentially significant unless mitigated.” An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been adequately addressed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agency: City of Garden Grove

Date: \_\_\_\_\_

## **4.0 ENVIRONMENTAL ANALYSIS**

The following sections include a discussion of potential project impacts as identified in the Initial Study Checklist. Explanations are provided for each item. At the beginning of each section is a “Sources Cited,” which identifies the sources utilized in that particular section.

The environmental impact thresholds as indicated in *CEQA Guidelines* Appendix G (Environmental Checklist Form) are also as significance thresholds in this analysis.

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## **4.1. AESTHETICS**

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?				✓
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			✓	

### **Sources Cited in Section 4.1**

California Department of Transportation, State Scenic Highways  
<http://www.dot.ca.gov/design/lap/livability/scenic-highways/index.html>.

City of Garden Grove, *Garden Grove Municipal Code*, Chapter 9.12.

### **A. WOULD THE PROJECT HAVE A SUBSTANTIAL ADVERSE EFFECT ON A SCENIC VISTA?**

#### **NO IMPACT**

The project site is not located within or in proximity to a scenic vista. The proposed project would not result in scenic view obstructions given the built out nature of the surrounding urban area. Building heights for adjacent single-family homes and the intermediate care facility are approximately 15 to 20 feet, and 25 to 30 feet for multi-family residential complexes. The building heights for the adjacent residential rehabilitation facilities are approximately 15 to 20 feet for the single-story buildings and 30 to 35 feet for the two-story buildings. Buildings heights on the Islamic Society of Orange County campus range from 30 feet in height for the two-stories buildings to 43 feet 6 inches for the dome to 55 feet for the tower features. Additional height details are provided in Response 4.1.C. The proposed project includes a three-story building with a building height of 34 feet 9 inches. Due to the height of the surrounding buildings, the proposed project would have no impact on a scenic vista. Thus, no impact would occur in this regard.

#### **MITIGATION MEASURES**

No mitigation measures are required.

**B. WOULD THE PROJECT SUBSTANTIALLY DAMAGE SCENIC RESOURCES, INCLUDING, BUT NOT LIMITED TO, TREES, ROCK OUTCROPPINGS, AND HISTORIC BUILDINGS WITHIN A STATE SCENIC HIGHWAY?**

***NO IMPACT***

No officially designated or eligible State scenic routes or highways occur on or near the project site.<sup>1</sup> Furthermore, the ornamental vegetation present on-site is limited to species commonly found in an urban environment, including trees, grass, and shrubs. The site's topography was previously modified in order to accommodate the existing residential units and there are no natural rock outcroppings present on-site. Thus, no impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

**C. WOULD THE PROJECT SUBSTANTIALLY DEGRADE THE EXISTING VISUAL CHARACTER OR QUALITY OF THE SITE AND ITS SURROUNDINGS?**

***LESS THAN SIGNIFICANT IMPACT***

Construction of the proposed project may create temporary aesthetic nuisances associated with construction activities. Exposed surfaces, construction debris, equipment, and truck traffic may temporarily impact views across the site. These short-term impacts would cease upon project completion, and therefore would be considered less than significant.

The project site and its surroundings are urbanized with multi-family and single-family residential uses, institutional uses, and rehabilitation/intermediate care facilities. The project site currently contains two residential units. Demolition of the existing on-site buildings and structures and construction of a 10-unit apartment complex is not anticipated to result in significant negative impacts. North, south, east, and west of the project site are single-family homes in the R-1 zone, and multi-family units in the R-3 zone; both zones allow building heights up to 35 feet with up to two stories in the R-1 zone and up to three stories in the R-3 zone. Commercial uses in the C-1 zone are located north and south of the project site; this zone also allows building up to 35 feet and two stories. The Islamic Society of Orange County campus, located northwest of the project site, is within in a Planned Unit Development (PUD) zone, which allows building heights up to 55 feet. The project site is zoned R-3, which allows building heights up to 35 feet and three stories. The proposed project includes a three-story building with a building height of 34 feet 9 inches.

The Islamic Society of Orange County dome and tower features are 43 feet 6 inches and 55 feet in height, respectively, which are approximately 8 feet 8 inches to 20 feet 3 inches taller than the proposed project, while the two-story portions (30 feet) are approximately 4 feet 9 inches shorter than the proposed project.

The single-family homes located to the immediate south are all single-story with heights of approximately 15 to 20 feet. The intermediate care facility located to the immediate east

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<sup>1</sup> <http://www.dot.ca.gov/design/lap/livability/scenic-highways/index.html>, accessed August 24, 2016.

includes all single-story buildings with heights of approximately 15 to 20 feet. The multi-family residential complexes located to the immediate west and southeast are two-stories with heights of approximately 25 to 30 feet, depending upon the roof features. In comparison to the adjacent single-family homes and intermediate care facility, the proposed project would be approximately 14 feet 9 inches to 18 feet 3 inches taller. In comparison to adjacent multi-family residential complexes, the proposed project would be approximately 4 feet 9 inches to 9 feet 9 inches taller.

The residential rehabilitation facilities located to the immediate north include single- and two-story buildings with single-story building heights of approximately 15 to 20 feet and two-story building heights of 30 to 35 feet. In comparison to the adjacent residential rehabilitation facilities, the proposed project be approximately 14 feet 9 inches to 18 feet 3 inches taller than the single-story buildings, and 4 feet 9 inches to a comparable height for the two-story buildings.

Thus, the proposed multi-family residential use would be compatible with the heights and character of the existing multi-family and single-family residential uses located to the west, east, and south of the project site, as well as with the existing institutional uses and rehabilitation/ residential care facilities located northwest, north, and northeast of the project site.

The existing 6-foot masonry block wall on the northern, western, and eastern boundaries would be protected in place. This wall would continue to separate on-site residential and adjacent residential, institutional, and rehabilitation/residential care facility uses and limit views across the site. Implementation of the proposed project would alter views onto the site; however, the change in visual character is not anticipated to be significant given that the site is presently developed. No additional impacts to the visual character of the site or the surrounding area are anticipated given the built out nature of the surrounding area. Thus, less than significant impacts would occur in this regard.

### ***MITIGATION MEASURES***

No mitigation measures are required.

### **D. WOULD THE PROJECT CREATE A NEW SOURCE OF SUBSTANTIAL LIGHT OR GLARE WHICH WOULD ADVERSELY AFFECT DAY OR NIGHTTIME VIEWS IN THE AREA?**

#### ***LESS THAN SIGNIFICANT IMPACT***

The project site and its surroundings are urbanized with multi-family and single-family residential uses, institutional uses, and rehabilitation/intermediate care facilities.

The proposed project would demolish the two existing on-site residential units and construct a 10-unit apartment complex on the project site. The area surrounding the project site is currently urbanized and contains various forms of on- and off-site lighting typical of residential, institutional, and rehabilitation/residential care facility development.

Potential sources of light and glare that may result from the proposed project's implementation include parking area lighting, interior lighting, exterior safety lighting, and vehicle headlights. The 10-unit apartment complex may increase the amount of light and glare, but this would be consistent with other multi- and single-family residential development in the City, and impacts would be considered less than significant. In addition, any new lighting would be subject to *Garden Grove Municipal Code Chapter 9.12, Section 9.12.020.050*:

*"All lights provided to illuminate any parking area or building on such site shall be so arranged as to direct the light away from any adjoining premises"*

Compliance with the *Municipal Code* ensures that direct lighting rays do not shine or produce glare for adjacent street traffic or surrounding uses. Further, the proposed project would preserve in place the 6-foot perimeter walls along the project boundaries, reducing the visibility of new interior lighting from adjoining residential, institutional and commercial uses. Thus, less than significant impacts would occur in this regard.

### **MITIGATION MEASURES**

No mitigation measures are required.

## 4.2. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.				
Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

### Sources Cited in Section 4.2

Garden Grove Zoning Map, [http://gis3.ci.garden-grove.ca.us/public/?city.fire\\_stations=&city.addresses=&city.parcel\\_labels=1&zoning\\_cache=1&city.zoning\\_labels=1](http://gis3.ci.garden-grove.ca.us/public/?city.fire_stations=&city.addresses=&city.parcel_labels=1&zoning_cache=1&city.zoning_labels=1), accessed July 22, 2016.

State of California, California Natural Resources Agency, Department of Conservation, California Important Farmland Finder, <http://maps.conservation.ca.gov/ciff/ciff.html>, Orange Angeles County, accessed September 15, 2016.

### A. WOULD THE PROJECT CONVERT PRIME FARMLAND, UNIQUE FARMLAND, OR FARMLAND OF STATEWIDE IMPORTANCE (FARMLAND), AS SHOWN ON THE MAPS PREPARED PURSUANT TO THE FARMLAND MAPPING AND MONITORING PROGRAM OF THE CALIFORNIA RESOURCES AGENCY, TO NON-AGRICULTURAL USE?

#### NO IMPACT

The project site does not contain any land that is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance on the California Important Farmland Finder Orange County Important Farmland Maps published by the California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program. Furthermore, the project site has been developed with residential uses. Thus, project implementation would not result in the conversion of important farmland to non-agricultural uses. No impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**B. WOULD THE PROJECT CONFLICT WITH EXISTING ZONING FOR AGRICULTURAL USE, OR A WILLIAMSON ACT CONTRACT?**

**NO IMPACT**

The project site and surrounding area are developed and urbanized. No agricultural land exists within the site vicinity, and the project site does not include any land under a Williamson contract. The project site is zoned R-3 (Multiple Family Residential). Thus, the proposed project would not affect any land zoned for agricultural uses and would not conflict with a Williamson Act Contract. No impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**C. WOULD THE PROJECT CONFLICT WITH EXISTING ZONING FOR, OR CAUSE REZONING OF, FOREST LAND (AS DEFINED IN PUBLIC RESOURCES CODE SECTION 12220(G)), TIMBERLAND (AS DEFINED BY PUBLIC RESOURCES CODE SECTION 4526), OR TIMBERLAND ZONED TIMBERLAND PRODUCTION (AS DEFINED BY GOVERNMENT CODE SECTION 51104(G))?**

**NO IMPACT**

The project site is completely developed and urbanized. Forestry operations do not occur on or within the vicinity of the project site. The project site is zoned R-3 (Multiple Family Residential) and would not conflict with any areas zoned for forest or timberland. Also, the project site does not support any trees that can support 10 percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. Project implementation would not result in the rezoning of forest land, timberland, or timberland zoned Timberland Production. No impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**D. WOULD THE PROJECT RESULT IN THE LOSS OF FOREST LAND OR CONVERSION OF FOREST LAND TO NON-FOREST USE?**

**NO IMPACT**

Refer to Response 4.2.C.

**MITIGATION MEASURES**

No mitigation measures are required.

**E. WOULD THE PROJECT INVOLVE OTHER CHANGES IN THE EXISTING ENVIRONMENT, WHICH, DUE TO THEIR LOCATION OR NATURE, COULD RESULT IN CONVERSION OF FARMLAND, TO NON-AGRICULTURAL USE OR CONVERSION OF FOREST LAND TO NON-FOREST USE?**

***NO IMPACT***

As stated in Responses 4.2.A through 4.2.C, the project site is completely developed and is void of agricultural or forest resources. Implementation of the proposed project would not result in changes to the environment that would result in the conversion of farmland to a non-agricultural use or forest land to a non-forest use. Thus, there would be no potential for the conversion of these resources and no impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

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### **4.3. AIR QUALITY**

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.				
Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
d. Expose sensitive receptors to substantial pollutant concentrations?			✓	
e. Create objectionable odors affecting a substantial number of people?			✓	

#### **Sources Cited in Section 4.3**

Pomeroy Environmental Services, Air Quality Modeling, March 2017 (refer to Appendix A).

South Coast Air Quality Management District, *Final 2012 Air Quality Management Plan*, December 7, 2012.

South Coast Air Quality Management District, *CEQA Air Quality Handbook*, revised November 1993.

South Coast Air Quality Management District, *Final Localized Significance Threshold Methodology*, revised October 21, 2009.

#### **A. WOULD THE PROJECT CONFLICT WITH OR OBSTRUCT IMPLEMENTATION OF THE APPLICABLE AIR QUALITY PLAN?**

##### **LESS THAN SIGNIFICANT IMPACT**

A significant air quality impact may occur if a project is not consistent with the applicable Air Quality Management Plan (AQMP), or would in some way represent a substantial hindrance to employing the policies, or obtaining the goals, of that plan.

The South Coast Air Quality Management District (SCAQMD) is directly responsible for reducing emissions from stationary (area and point), mobile, and indirect sources to meet federal and State ambient air quality standards. It has responded to this requirement by preparing a series of Air Quality Management Plans (AQMPs). The most recent of these was adopted by the Governing Board of the SCAQMD on December 7, 2012. This AQMP, referred to as the *2012 AQMP*, was prepared to comply with the Federal and State Clean Air Acts and amendments, to accommodate growth, to reduce the high levels of pollutants in the Basin, to meet federal and State air quality standards, and to minimize the fiscal impact that pollution control measures have on the local economy. The *2012 AQMP* identifies the control measures that will be implemented over a 20-year horizon to reduce major sources of pollutants. Implementation of control measures established in the previous AQMPs has substantially

decreased the population's exposure to unhealthful levels of pollutants, even while substantial population growth has occurred within the Basin. The future air quality levels projected in the 2012 AQMP are based on several assumptions. For example, the SCAQMD assumes that general new development within the Basin will occur in accordance with population growth and transportation projections identified by the Southern California Association of Governments (SCAG) in its *Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)*. The 2012 AQMP also assumes that general development projects will include strategies (mitigation measures) to reduce emissions generated during construction and operation in accordance with SCAQMD and local jurisdiction regulations which are designed to address air quality impacts and pollution control measures.

For general development projects, the SCAQMD recommends that consistency with the current AQMP be determined by comparing the population generated by the project to the population projections used in the development of the AQMP. Projects that are consistent with SCAG's applicable growth projections would not interfere with air quality attainment because this growth is included in the projections utilized in the formulation of the 2012 AQMP. As such, projects, uses, and activities that are consistent with the applicable assumptions used in the development of the AQMP would not jeopardize attainment of the air quality levels identified in the AQMP. It is assumed that the proposed project would comply with all SCAQMD rules and regulations that are in effect at the time of development and that are applicable to the project; the project applicant is not requesting any exemptions from the currently adopted or proposed rules.

The proposed project includes the demolition of existing uses and the development of a 10-unit apartment building with 20 ground-floor parking spaces. As discussed in detail in Response 4.13.A, while the proposed project would slightly increase population and housing totals in the City, the proposed project would not conflict with the regional growth projections for the region. In addition, and further discussed in this section, the proposed project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Thus, the proposed project would not impair implementation of the AQMP, and less than significant impacts would occur.

### **MITIGATION MEASURES**

No mitigation measures are required.

### **B. WOULD THE PROJECT VIOLATE ANY AIR QUALITY STANDARD OR CONTRIBUTE SUBSTANTIALLY TO AN EXISTING OR PROJECTED AIR QUALITY VIOLATION?**

#### **LESS THAN SIGNIFICANT IMPACT**

A project may have a significant impact if project-related emissions would exceed Federal, State, or regional standards or thresholds, or if project-related emissions would substantially contribute to an existing or projected air quality violation. The project site is located in the South Coast Air Basin (Basin). SCAQMD is the air pollution control agency for the Basin. To address potential impacts from construction and operational activities, the SCAQMD currently recommends that impacts from projects with mass daily emissions that exceed any of the

thresholds outlined in *Table 4.3-1, SCAQMD Thresholds of Significance*, be considered significant. The City defers to these thresholds for the evaluation of construction and operational air quality impacts.

**TABLE 4.3-1 SCAQMD THRESHOLDS OF SIGNIFICANCE**

Pollutant	Construction Thresholds (lbs/day)	Operational Thresholds (lbs/day)
Volatile Organic Compounds (VOC)	75	55
Nitrogen Oxides (NO <sub>x</sub> )	100	55
Carbon Monoxide (CO)	550	550
Sulfur Oxides (SO <sub>x</sub> )	150	150
Particulate Matter (PM <sub>10</sub> )	150	150
Fine Particulate Matter (PM <sub>2.5</sub> )	55	55
Source: SCAQMD CEQA Handbook (SCAQMD, 1993), SCAQMD Air Quality Significance Thresholds, website: <a href="http://aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2">http://aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2</a> ; accessed September 2016.		
Note: lbs = pounds.		

### **Regional Construction Emissions**

For purposes of analyzing impacts associated with air quality, this analysis assumes a construction schedule of approximately 13 months. This assumption is conservative and yields the maximum daily impacts, as it represents the fastest buildout scenario for the proposed project. If the proposed project is constructed over a longer period, the daily intensity would be reduced, resulting in decreased daily air quality emissions. Thus, the scenario analyzed herein represents the worst-case impact. Construction activities associated with the proposed project would be undertaken in three main steps: 1) demolition of existing uses, 2) grading and foundation preparation, and 3) building construction.

Demolition would occur for approximately two weeks and would require the demolition of 3,274 square feet of existing uses. Grading and foundation preparation would occur for approximately one month (22 construction days). Building construction would occur for approximately 12 months and would include the construction of the proposed structure, connection of utilities, laying irrigation for landscaping, architectural coatings, and landscaping the project site. These construction activities would temporarily create emissions of dusts, fumes, equipment exhaust, and other air contaminants. Construction activities involving grading and site preparation would primarily generate PM<sub>2.5</sub> and PM<sub>10</sub> emissions. Mobile sources, such as diesel-fueled equipment onsite and traveling to and from the project site, would primarily generate NO<sub>x</sub> emissions. The application of architectural coatings would primarily result in the release of ROG emissions. The amount of emissions generated on a daily basis would vary, depending on the amount and types of construction activities occurring at the same time. The analysis of daily construction emissions has been prepared utilizing the California Emissions Estimator Model (CalEEMod 2013.2.2) recommended by the SCAQMD. Due to the construction time frame and the normal day-to-day variability in construction activities, it is difficult, if not impossible, to precisely quantify the daily emissions associated

with each phase of the proposed construction activities. *Table 4.13-2, Estimated Peak Daily Construction Emissions*, identifies daily emissions that are estimated to occur on peak construction days for each construction phase.

These calculations assume that appropriate dust control measures would be implemented as part of the project during each phase of development, as required by SCAQMD Rule 403 - Fugitive Dust. Specific Rule 403 control requirements include, but are not limited to, applying water in sufficient quantities to prevent the generation of visible dust plumes (at least two times per day), applying soil binders to uncovered areas, reestablishing ground cover as quickly as possible, utilizing a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the project site, and maintaining effective cover over exposed areas. As shown in *Table 4.3-2*, construction-related daily emissions associated with the project would not exceed any regional SCAQMD significance thresholds for criteria pollutants during the construction phases. Therefore, regional construction impacts are considered to be less than significant.

### **Operational Emissions**

The proposed project would demolish the two existing residential units and construct 10 residential units. As such, air pollutant emissions would be generated at the project site by area sources, energy demand, and mobile sources such as motor vehicle traffic traveling to and from the project site. While the proposed project would result in a small increase of operational emissions over existing conditions, the emissions would be below the operational thresholds shown in *Table 4.3-3*. Therefore, operational impacts are considered to be less than significant.

### **MITIGATION MEASURES**

No mitigation measures are required.

**TABLE 4.3-2 ESTIMATED PEAK DAILY CONSTRUCTION EMISSIONS**

Emissions Source	Emissions in Pounds per Day					
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Demolition Phase</b>						
Fugitive Dust	--	--	--	--	0.15	0.02
Off-Road Diesel Equipment	1.20	10.48	8.58	0.01	0.73	0.69
On-Road Diesel (Hauling)	0.03	0.39	0.33	0.01	0.03	0.01
Worker Trips	0.03	0.04	0.47	0.01	0.11	0.03
<b>Total Emissions</b>	<b>1.26</b>	<b>10.91</b>	<b>9.38</b>	<b>0.03</b>	<b>1.02</b>	<b>0.75</b>
SCAQMD Thresholds	75.00	100.00	550.00	150.00	150.00	55.00
Significant Impact?	No	No	No	No	No	No
<b>Grading/Foundation Preparation Phase</b>						
Fugitive Dust	--	--	--	--	0.35	0.19
Off-Road Diesel Equipment	1.20	10.48	8.58	0.01	0.73	0.69
Worker Trips	0.03	0.04	0.47	0.01	0.11	0.03
<b>Total Emissions</b>	<b>1.23</b>	<b>10.52</b>	<b>9.05</b>	<b>0.02</b>	<b>1.19</b>	<b>0.91</b>
SCAQMD Thresholds	75.00	100.00	550.00	150.00	150.00	55.00
Significant Impact?	No	No	No	No	No	No
<b>Building Construction Phase</b>						
Building Construction Off-Road Diesel Equipment	1.27	12.67	8.04	0.01	0.86	0.79
Building Construction Vendor Trips	0.01	0.08	0.12	0.01	0.01	0.01
Building Construction Worker Trips	0.02	0.03	0.33	0.01	0.08	0.02
Architectural Coatings	5.69	--	--	--	--	--
Architectural Coating Off-Road Diesel Equipment	0.30	2.01	1.85	0.01	0.15	0.13
Architectural Coatings Worker Trips	0.01	0.01	0.04	0.01	0.01	0.01
<b>Total Emissions</b>	<b>7.30</b>	<b>14.80</b>	<b>10.38</b>	<b>0.05</b>	<b>1.11</b>	<b>0.96</b>
SCAQMD Thresholds	75.00	100.00	550.00	150.00	150.00	55.00
Significant Impact?	No	No	No	No	No	No
Source: Pomeroy Environmental Services (March 2017)						
Note: Calculations assume compliance with SCAQMD Rule 403 – Fugitive Dust. Calculation sheets are provided in Appendix A.						

**TABLE 4.3-3 ESTIMATED DAILY OPERATIONAL EMISSIONS**

Emissions Source	Emissions in Pounds per Day					
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Summertime (Smog Season) Emissions</b>						
Area Sources	0.26	<0.01	0.83	<0.01	0.02	0.02
Energy Demand	<0.01	0.02	<0.01	<0.01	<0.01	<0.01
Mobile (Motor Vehicles)	0.21	0.50	2.42	<0.01	0.52	0.14
<b>Total Project Emissions</b>	<b>0.47</b>	<b>0.54</b>	<b>3.26</b>	<b>&lt;0.01</b>	<b>0.54</b>	<b>0.16</b>
SCAQMD Thresholds	55.00	55.00	550.00	150.00	150.00	55.00
Potentially Significant Impact?	No	No	No	No	No	No
<b>Wintertime (Non-Smog Season) Emissions</b>						
Area Sources	0.26	<0.01	0.83	<0.01	0.02	0.02
Energy Demand	<0.01	0.02	<0.01	<0.01	<0.01	<0.01
Mobile (Motor Vehicles)	0.22	0.53	2.39	<0.01	0.52	0.15
<b>Total Project Emissions</b>	<b>0.48</b>	<b>0.56</b>	<b>3.23</b>	<b>&lt;0.01</b>	<b>0.54</b>	<b>0.16</b>
SCAQMD Thresholds	55.00	55.00	550.00	150.00	150.00	55.00
Potentially Significant Impact?	No	No	No	No	No	No
Source: Pomeroy Environmental Services (March 2017)						
Note: Column totals may not add due to rounding from the model results. Assumes all hearth would be natural gas. Calculation sheets provided in Appendix A.						

**C. WOULD THE PROJECT RESULT IN A CUMULATIVELY CONSIDERABLE NET INCREASE OF ANY CRITERIA POLLUTANT FOR WHICH THE PROJECT REGION IS NON-ATTAINMENT UNDER AN APPLICABLE FEDERAL OR STATE AMBIENT AIR QUALITY STANDARD (INCLUDING RELEASING EMISSIONS WHICH EXCEED QUANTITATIVE THRESHOLDS FOR OZONE PRECURSORS)?**

**LESS THAN SIGNIFICANT IMPACT**

A significant impact may occur if a project would add a considerable cumulative contribution to Federal or State non-attainment pollutant. Because the South Coast Air Basin is currently in nonattainment for ozone, nitrogen dioxide (NO<sub>2</sub>), PM<sub>10</sub> and PM<sub>2.5</sub>, related projects may exceed an air quality standard or contribute to an existing or projected air quality exceedance. With respect to determining the significance of the proposed project's contribution, the SCAQMD neither recommends quantified analyses of construction and/or operational emissions from multiple development projects nor provides methodologies or thresholds of significance to be used to assess the cumulative emissions generated by multiple cumulative projects. Instead, the SCAQMD recommends that a project's potential contribution to cumulative impacts be assessed utilizing the same significance criteria as those for project-specific impacts. Furthermore, the SCAQMD states that if an individual development project generates less-than-significant construction or operational emissions impacts, then the development project would not contribute to a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment.

As previously discussed, the mass daily construction and operational emissions generated by the proposed project would not exceed any of thresholds of significance recommended by the SCAQMD. Also, as discussed below, localized emissions generated by the proposed project would not exceed the SCAQMD's Localized Significance Thresholds (LSTs). Therefore, the proposed project would not contribute a cumulatively considerable increase in emissions for the pollutants which the Basin is in nonattainment. Thus, cumulative air quality impacts associated with the proposed project would be less than significant.

### **MITIGATION MEASURES**

No mitigation measures are required.

### **D. WOULD THE PROJECT EXPOSE SENSITIVE RECEPTORS TO SUBSTANTIAL POLLUTANT CONCENTRATIONS?**

#### **LESS THAN SIGNIFICANT IMPACT**

A significant impact may occur if a project were to generate pollutant concentrations to a degree that would significantly affect sensitive receptors. Land uses that are considered more sensitive to changes in air quality than others are referred to as sensitive receptors. Land uses such as primary and secondary schools, hospitals, and convalescent homes are considered to be sensitive to poor air quality because the very young, the old, and the infirm are more susceptible to respiratory infections and other air quality-related health problems than the general public. Residential uses are considered sensitive because people in residential areas are often at home for extended periods of time, so they could be exposed to pollutants for extended periods. Recreational areas are considered moderately sensitive to poor air quality because vigorous exercise associated with recreation places a high demand on the human respiratory function. The nearest sensitive receptors to the project site are residential uses located immediately adjacent to the west, east and south, and The Islamic Society of Orange County and the Orange Crescent School to the north.

#### **Localized Emissions**

Emissions from construction activities have the potential to generate localized emissions that may expose sensitive receptors to harmful pollutant concentrations. The SCAQMD has developed localized significance threshold (LST) look-up tables for project sites that are one, two, and five acres in size to simplify the evaluation of localized emissions at small sites. LSTs are provided for each Source Receptor Area (SRA) and various distances from the source of emissions.

In the case of this analysis, the project site is located within SRA 17 covering the Central Orange County area. The nearest sensitive receptors to the project site are residential and school uses. The closest receptor distance in the SCAQMD's mass rate look-up tables is 25 meters. Projects that are located closer than 25 meters to the nearest receptor are directed to use the LSTs for receptors located within 25 meters. The project site is 0.44 acres in size. Therefore, consistent with SCAQMD recommendations for sites less than one acre in size, the LSTs for a one-acre site in SRA 17 with receptors located within 25 meters have been used to address the potential localized NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> emissions to the area surrounding the project site.

As shown in *Table 4.3-4, Localized On-Site Peak Daily Construction Emissions*, peak daily emissions generated within the project site during construction activities for each phase would not exceed the applicable construction LSTs for a one-acre site in SRA 17. Therefore, localized air quality impacts from proposed project construction activities on the off-site sensitive receptors would be less than significant.

**TABLE 4.3-4 LOCALIZED ON-SITE PEAK DAILY CONSTRUCTION EMISSIONS**

Construction Phase <sup>1</sup>	Total On-Site Emissions (Pounds per Day)			
	NO <sub>x</sub> <sup>2</sup>	CO	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Demolition Emissions</b>	<b>10.48</b>	<b>8.58</b>	<b>0.88</b>	<b>0.71</b>
<i>SCAQMD Localized Thresholds</i>	<i>81.00</i>	<i>485.00</i>	<i>4.00</i>	<i>3.00</i>
Potentially Significant Impact?	No	No	No	No
<b>Grading/Foundation Preparation Emissions</b>	<b>10.48</b>	<b>8.58</b>	<b>1.08</b>	<b>0.88</b>
<i>SCAQMD Localized Thresholds</i>	<i>81.00</i>	<i>485.00</i>	<i>4.00</i>	<i>3.00</i>
Potentially Significant Impact?	No	No	No	No
<b>Building Construction Emissions</b>	<b>14.68</b>	<b>9.89</b>	<b>1.01</b>	<b>0.92</b>
<i>SCAQMD Localized Thresholds</i>	<i>81.00</i>	<i>485.00</i>	<i>4.00</i>	<i>3.00</i>
Potentially Significant Impact?	No	No	No	No
Source: Pomeroy Environmental Services (March 2017)				
Notes: Calculations assume compliance with SCAQMD Rule 403 – Fugitive Dust. Building construction emissions include architectural coatings.				
1. The Project Site is 0.44 acres. Consistent with SCAQMD recommendations, the localized thresholds for all phases are based on a one-acre site with a receptor distance of 25 meters (82 feet) in SCAQMD's SRA 17.				
2. The localized thresholds listed for NO <sub>x</sub> in this table takes into consideration the gradual conversion of NO <sub>x</sub> to NO <sub>2</sub> , and are provided in the mass rate look-up tables in the "Final Localized Significance Threshold Methodology" document prepared by the SCAQMD. As discussed previously, the analysis of localized air quality impacts associated with NO <sub>x</sub> emissions is focused on NO <sub>2</sub> levels as they are associated with adverse health effects.				
Calculation sheets are provided in Appendix A.				

## Toxic Air Contaminants

Construction activities associated with the proposed project would be typical of other infill residential development projects in the City, and would be subject to the regulations and laws relating to toxic air pollutants at the regional, State, and Federal level that would protect sensitive receptors from substantial concentrations of these emissions. Therefore, impacts associated with the release of toxic air contaminants would be less than significant.

## MITIGATION MEASURES

No mitigation measures are required.



**E. WOULD THE PROJECT CREATE OBJECTIONABLE ODORS AFFECTING A  
SUBSTANTIAL NUMBER OF PEOPLE?**

***LESS THAN SIGNIFICANT IMPACT***

According to the SCAQMD *CEQA Air Quality Handbook*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The proposed project does not include any uses identified by the SCAQMD as being associated with odors.

The proposed project involves the construction and operation of residential uses, which are not typically associated with odor complaints. Potential sources that may emit odors during construction activities include equipment exhaust. Odors from these sources would be localized and generally confined to the immediate area surrounding the proposed project. The proposed project would use typical construction techniques, and the odors would be typical of most construction sites and temporary in nature. As the proposed project involves no operational elements identified by SCAQMD as associated with odor complaints, no long-term operational objectionable odors are anticipated. Therefore, potential impacts associated with objectionable odors would be less than significant.

***MITIGATION MEASURES***

No mitigation measures are required.

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#### **4.4. BIOLOGICAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		✓		
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

#### **Sources Cited in Section 4.4**

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

United States Fish and Wildlife Service, Threatened & Endangered Species Active Critical Habitat Report Online Mapper, accessed March 28, 2017.

#### **A. WOULD THE PROJECT HAVE A SUBSTANTIAL ADVERSE EFFECT, EITHER DIRECTLY OR THROUGH HABITAT MODIFICATIONS, ON ANY SPECIES IDENTIFIED AS A CANDIDATE, SENSITIVE, OR SPECIAL STATUS SPECIES IN LOCAL OR REGIONAL PLANS, POLICIES, OR REGULATIONS, OR BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME OR U.S. FISH AND WILDLIFE SERVICE?**

#### **NO IMPACT**

The project site is located within an urbanized area. The project site is currently developed with two residential units with ornamental landscaping consisting of trees, shrubs, and turf. While all of the existing on-site landscaping would be removed as part of the proposed project, none of the landscaping is native vegetation. The project site does not contain habitat that would support sensitive species, and there is no known candidate, sensitive, or special-status animal species inhabiting the site. According to the *General Plan* Conservation Element, biological resources are almost nonexistent in the City due to the urban nature of the City and surrounding areas. Additionally, the United States Fish and Wildlife Service (USFWS)

*Threatened & Endangered Species Active Critical Habitat Report Online Mapper*<sup>2</sup> does not identify any locations of critical habitat within approximately four miles of the project site. Therefore, no impacts to sensitive or special status species would result from implementation of the proposed project. Thus, no impacts in this regard would occur.

**MITIGATION MEASURES**

No mitigation measures are required.

**B. WOULD THE PROJECT HAVE A SUBSTANTIAL ADVERSE EFFECT ON ANY RIPARIAN HABITAT OR OTHER SENSITIVE NATURAL COMMUNITY IDENTIFIED IN LOCAL OR REGIONAL PLANS, POLICIES, REGULATIONS OR BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME OR U.S. FISH AND WILDLIFE SERVICE?**

**NO IMPACT**

As stated in Response 4.4.A, the project site is developed and disturbed. Additionally, the *Garden Grove General Plan 2030 Environmental Impact Report* does not identify that riparian habitat or sensitive communities are located on the project site. Thus, no impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**C. WOULD THE PROJECT HAVE A SUBSTANTIAL ADVERSE EFFECT ON FEDERALLY PROTECTED WETLANDS AS DEFINED BY SECTION 404 OF THE CLEAN WATER ACT (INCLUDING, BUT NOT LIMITED TO, MARSH, VERNAL POOL, COASTAL, ETC.) THROUGH DIRECT REMOVAL, FILLING, HYDROLOGICAL INTERRUPTION, OR OTHER MEANS?**

**NO IMPACT**

Refer to Responses 4.4.A and 4.4.A. There are no Federally protected wetlands present within or adjacent to the project site. The project site has been previously disturbed and is void of water features, including wetlands. Thus, no impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

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<sup>2</sup> Source: United States Fish and Wildlife Service, <https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77>, accessed March 28, 2017.

**D. WOULD THE PROJECT INTERFERE SUBSTANTIALLY WITH THE MOVEMENT OF ANY NATIVE RESIDENT OR MIGRATORY FISH OR WILDLIFE SPECIES OR WITH ESTABLISHED NATIVE RESIDENT OR MIGRATORY WILDLIFE CORRIDORS, OR IMPEDE THE USE OF NATIVE WILDLIFE NURSERY SITES?**

**LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

The project site is currently developed and located in an urban area of the City. Because urban development surrounds the site, the proposed project site does not function as a wildlife movement corridor. Species that are found on-site either fly onto the site or are able to navigate on the ground through long stretches of urban development. Therefore, the project site does not contain any native resident or migratory fish, wildlife species, or wildlife corridors. In addition, no portion of the project site or the immediately surrounding areas contains an open body of water that serves as natural habitat in which fish could exist.

The existing trees on the project site may, however, provide habitat suitable for nesting migratory birds. All of the existing on-site trees would be removed during construction. Therefore, the proposed project has the potential to impact active bird nests if vegetation and trees are removed during the nesting season. Nesting birds are protected under the Federal Migratory Bird Treaty Act (MBTA) (Title 33, *United States Code*, Section 703 et seq., see also Title 50, *Code of Federal Regulations*, Part 10) and Section 3503 of the *California Department of Fish and Game Code*. Therefore, implementation of the proposed project would be subject to the provisions of the MBTA, which prohibits disturbing or destroying active nests and that project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. Therefore, if project construction occurs between February 1 and September 15, a qualified biologist shall conduct a nesting bird survey no more than 3 days prior to ground- and/or vegetation-disturbing activities to confirm the absence of nesting birds. As documented in Mitigation Measure BIO-1, avoidance of impacts can be accomplished through a variety of means, including establishing suitable buffers around any active nests. Thus, with implementation of Mitigation Measure BIO-1, impacts in this regard would be less than significant.

**MITIGATION MEASURES**

- BIO-1 Migratory Bird Treaty Act. In the event that vegetation and tree removal should occur between February 1 and September 15, the Developer (or its contractor) shall retain a qualified biologist (meaning a professional biologist that is familiar with local birds and their nesting behaviors) to conduct a nesting bird survey no more than 3 days prior to commencement of construction activities. The nesting survey shall include the project site and areas immediately adjacent to the site that could potentially be affected by project-related construction activities such as noise, human activity, and dust, etc. If active nesting of birds is observed within 100 feet of the designated construction area prior to construction, the biologist shall establish suitable buffers around the active nests (e.g., as much as 500 feet for raptors and 300 feet for nonraptors [subject to the recommendations of the qualified biologist]), and the buffer areas shall be avoided until the nests are no longer occupied and the

juvenile birds can survive independently from the nests. Prior to commencement of grading activities, the Director of the City of Garden Grove Community and Economic Development Department, or designee, shall verify that all project grading and construction plans are consistent with the requirements stated above, that preconstruction surveys have been completed and the results reviewed by staff, and that the appropriate buffers (if needed) are noted on the plans and established in the field with orange snow fencing.

**E. WOULD THE PROJECT CONFLICT WITH ANY LOCAL POLICIES OR ORDINANCES PROTECTING BIOLOGICAL RESOURCES, SUCH AS A TREE PRESERVATION POLICY OR ORDINANCE?**

***NO IMPACT***

No public trees exist within the public parkway or right-of-way in front of the project site. As a result, the proposed project's implementation would not require the removal of public trees, and would not conflict with Municipal Code Chapter 11.32, Trees. Thus, no impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

**F. WOULD THE PROJECT CONFLICT WITH THE PROVISIONS OF AN ADOPTED HABITAT CONSERVATION PLAN, NATURAL COMMUNITY CONSERVATION PLAN, OR OTHER APPROVED LOCAL, REGIONAL, OR STATE HABITAT CONSERVATION PLAN?**

***NO IMPACT***

The project site is not located within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved habitat conservation plan. Thus, no impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

## 4.5. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?				✓
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?		✓		
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		
d. Disturb any human remains, including those interred outside of formal cemeteries?		✓		

### Sources Cited in Section 4.5

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

#### A. WOULD THE PROJECT CAUSE A SUBSTANTIAL ADVERSE CHANGE IN THE SIGNIFICANCE OF A HISTORICAL RESOURCE AS DEFINED IN CEQA GUIDELINES §15064.5?

##### **NO IMPACT**

Historic structures and sites are generally defined by local, State, and Federal criteria. A site or structure may be historically significant if it is protected through a local general plan or historic preservation ordinance. According to the *Garden Grove General Plan Environmental Impact Report*, there are no historical resources within the City of Garden Grove that are listed on the National Register or State Landmarks list. However, the Stanley House is designated as Orange County Historical Site No. 13 and is a Class 1 Building, which is considered a candidate for nomination to the National Register of Historic Places. The Stanley House is located at 12174 Euclid Street in Garden Grove, which is approximately 2.4 miles northeast of the project site.

At present, there are no historical resources located on or near the project site. The proposed project would demolish two existing residential units and develop the site with 10 apartment units. Thus, no impacts would occur in this regard.

##### **MITIGATION MEASURES**

No mitigation measures are required.

**B. WOULD THE PROJECT CAUSE A SUBSTANTIAL ADVERSE CHANGE IN THE SIGNIFICANCE OF AN ARCHAEOLOGICAL RESOURCE PURSUANT TO CEQA GUIDELINES §15064.5?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

The project area is predominately urbanized and built out with land area having been previously disturbed. No archaeological resources are known to occur on-site and due to the level of past disturbance, it is not anticipated that archeological resource sites exist within the project area.

In addition, the City conducted Native American tribal consultation in compliance with AB 52, specifically PRC Section 21080.3.1. The Native American Heritage Commission (NAHC) was contacted in March 2016, and a Sacred Lands File (SLF) was requested for the proposed project, as was a list of potential Native American contacts for consultation. The NAHC responded on March 9, 2016, to say that the SLF search was negative for the project area. The NAHC provided a Tribal Consultation List that included 24 Native American tribes to be contacted. The City sent letters for the purposes of AB 52 consultation to all 24 tribes on February 10, 2017 and April 25, 2017. As of May 24, 2017, the City has received no requests for consultation.

In the unlikely event that archaeological resources are discovered at any time during construction, those activities would be halted in the vicinity of the find until the find can be assessed for significance by a qualified archaeologist (Mitigation Measure CUL-1). Thus, with implementation of Mitigation Measure CUL-1, potential impacts to previously undiscovered archaeological resources would be reduced to less than significant.

***MITIGATION MEASURES***

CUL-1 Unknown Archeological Resources. In the event that archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a “unique archaeological resource,” as defined in Public Resources Code (PRC) Section 21083.2(g). Personnel of the proposed project shall not collect or move any archaeological materials and associated materials. Construction activity may continue unimpeded on other portions of the project site. The found deposits shall be treated in accordance with Federal, State, and local guidelines, including those set forth in PRC Section 21083.2. Prior to commencement of grading activities, the Director of the City of Garden Grove Community and Economic Development Department, or designee, shall verify that all project grading and construction plans include specific requirements regarding PRC (Section 21083.2[g]) and the treatment of archaeological resources as specified above.



**C. WOULD THE PROJECT DIRECTLY OR INDIRECTLY DESTROY A UNIQUE PALEONTOLOGICAL RESOURCE OR SITE OR UNIQUE GEOLOGIC FEATURE?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

No paleontological resources are known to be on or adjacent to the project site. It is assumed that if these resources were located in these areas, they would have been discovered during the original or subsequent ground disturbing activities in this urbanized area. However, in the unlikely event that fossil remains are encountered on the site, a paleontologist shall be contacted to assess the discovery for scientific significance and to make recommendations regarding the necessity to develop paleontological mitigation (including paleontological monitoring, collection, stabilization, and identification of observed resources; curation of resources into a museum repository; and preparation of a monitoring report of findings), as required by Mitigation Measure CUL-2. Thus, with implementation of Mitigation Measure CUL-2, impacts would be reduced to less than significant.

***MITIGATION MEASURES***

CUL-2 Unknown Paleontological Resources. In the event that paleontological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified paleontologist (i.e., a practicing paleontologist that is recognized in the paleontological community and is proficient in vertebrate paleontology) has evaluated the find in accordance with Federal, State, and local guidelines. Personnel of the project shall not collect or move any paleontological materials and associated materials. Construction activity may continue unimpeded on other portions of the project site. If any fossil remains are discovered in sediments with a Low paleontological sensitivity rating (Young Alluvial Fan Deposits), the paleontologist shall make recommendations as to whether monitoring shall be required in these sediments on a full-time basis. Prior to commencement of grading activities, the Director of the City of Garden Grove Community and Economic Development Department, or designee, shall verify that all project grading and construction plans specify federal, State, and local requirements related to the unanticipated discovery of paleontological resources as stated above.

**D. WOULD THE PROJECT DISTURB ANY HUMAN REMAINS, INCLUDING THOSE INTERRED OUTSIDE OF FORMAL CEMETERIES?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

No formal cemeteries or known human remains occur on-site or in the vicinity of the project site. Also, there are no facts or evidence to support the idea that Native Americans or people of European descent are buried on the project site. However, as described previously, buried and undiscovered archaeological remains, including human remains, may be present below the ground surface in portions of the project site. Disturbing human remains could violate the *Health and Safety Code*, as well as destroy the resource. In the unlikely event that human remains are encountered during project grading, the proper authorities would be notified, and standard procedures for the respectful handling of human remains during the earthmoving activities

would be adhered to. Construction contractors are required to adhere to *California Code of Regulations (CCR)* Section 15064.5(e), *Public Resources Code (PRC)* Section 5097, and *Health and Safety Code* Section 7050.5. To ensure proper treatment of burials, in the event of an unanticipated discovery of a burial, human bone, or suspected human bone, the law requires that all excavation or grading in the vicinity of the find halt immediately, the area of the find be protected, and the contractor immediately notify the County Coroner of the find. The contractor, Developer, and the County Coroner are required to comply with the provisions of CCR Section 15064.5(e), PRC Section 5097.98, and *Health and Safety Code* Section 7050.5. Compliance with these provisions (specified in Mitigation Measure CUL-3), would ensure that any potential impacts to unknown buried human remains would be less than significant by ensuring appropriate examination, treatment, and protection of human remains as required by State law.

### **MITIGATION MEASURES**

CUL-3 Human Remains. In the event that human remains are encountered on the project site, work within 50 feet of the discovery shall be redirected and the County Coroner notified immediately consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e). Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the property owner, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, the City shall consult with the MLD as identified by the NAHC to develop an agreement for treatment and disposition of the remains. Prior to the issuance of grading permits, the City of Garden Grove Community and Economic Development Department, or designee, shall verify that all grading plans specify the requirements of CCR Section 15064.5(e), Health and Safety Code Section 7050.5, and PRC Section 5097.98, as stated above.

## 4.6. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
2) Strong seismic ground shaking?		✓		
3) Seismic-related ground failure, including liquefaction?		✓		
4) Landslides?				✓
b. Result in substantial soil erosion or the loss of topsoil?			✓	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		✓		
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?		✓		
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓

### Sources Cited in Section 4.6

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

Table 4. Cities and Counties Affected by Alquist-Priolo Earthquake Fault Zones as of January 2010. This is an updated version of Table 4 from the 2007 edition of Special Publication 42 (Fault-Rupture Hazard Zones in California, by William A. Bryant and Earl W. Hart)\*. California Department of Conservation website  
<http://www.conservation.ca.gov/cgs/rghm/ap/Pages/affected.aspx>, accessed August 11, 2016.

State of California, Seismic Hazard Zones, Anaheim Quadrangle, Revised Official Map, Released April 15, 1998.

Strata-Tech, Inc., *Geotechnical Engineering Investigation of Proposed 20-Unit Apartments, 9841 11<sup>th</sup> Street, Garden Grove, California*, May 23, 2016 (refer to Appendix B).

**A. WOULD THE PROJECT EXPOSE PEOPLE OR STRUCTURES TO POTENTIAL SUBSTANTIAL ADVERSE EFFECTS, INCLUDING THE RISK OF LOSS, INJURY, OR DEATH INVOLVING:**

**1. RUPTURE OF A KNOWN EARTHQUAKE FAULT, AS DELINEATED ON THE MOST RECENT ALQUIST-PRIOLO EARTHQUAKE FAULT ZONING MAP ISSUED BY THE STATE GEOLOGIST FOR THE AREA OR BASED ON OTHER SUBSTANTIAL EVIDENCE OF A KNOWN FAULT? REFER TO DIVISION OF MINES AND GEOLOGY SPECIAL PUBLICATION 42.**

***NO IMPACT***

Southern California, including the project area, is subject to the effects of seismic activity due to the active faults that traverse the area. Active faults are defined as those that have experienced surface displacement within Holocene time (approximately the last 11,000 years) and/or are in a State-designated Alquist-Priolo Earthquake Fault Zone. According to the most recent Alquist-Priolo Earthquake Fault Zone Map, the project site is not located within an Alquist-Priolo Special Studies Zone (within the Anaheim Quadrangle, dated April 15, 1998). Therefore, no impacts would result from the potential for fault rupture of a known earthquake fault.

***MITIGATION MEASURES***

No mitigation measures are required.

**2. STRONG SEISMIC GROUND SHAKING?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Southern California is considered a tectonically active area. Since the project site is located in a seismically active region, numerous faults capable of generating moderate to large earthquakes exist within the project vicinity. Two fault splays associated with the inactive Pelican Hills Fault Zone traverse the central and western portions of the City in a northwest to southeast trending direction. Additionally, there are several potentially active faults within proximity to the City. The Newport-Inglewood, Whittier, and Palos Verdes Faults are the most likely to cause high ground acceleration in the City. The San Andres Fault has the highest probability of generating a maximum credible earthquake in California. The Norwalk Fault, though closer to the City, is predicted to generate a smaller magnitude earthquake.

The closest major active faults to the project site are the Newport-Inglewood Fault located approximately 6 miles southwest of the site, the Puente Hills Blind Thrust located approximately 1.3 miles east of the site, and the Whittier-Elsinore Fault located approximately 6 miles northeast of the site. The nearest faults are the Newport-Inglewood Fault, which could generate a maximum moment magnitude of 7.6 Maximum Credible Richter (MCR) magnitude and the Whittier-Elsinore Fault, which would generate a maximum moment magnitude of 7.1 MCR. The San Andreas and San Jacinto faults are located some distance from Garden Grove, but have the potential to deliver larger magnitude earthquakes than those previously mentioned.

During the life of the future residential uses, the project site would likely experience moderate to high ground shaking from these fault zones, as well as some background shaking from other seismically active areas of the Southern California region. Although some structural damage is typically not avoidable during a large earthquake, the proposed project would be constructed to meet existing construction ordinances and the *California Building Code* in order to protect against building collapse and major injury during a seismic event. The *California Building Code* includes specific design measures, which are based on the determination of Site Classification and Seismic Design Categories specific to the project site. These design measures are intended to maximize structural stability in the event of an earthquake. Thus, adherence to the *California Building Code* requirements, as well as Mitigation Measure GEO-1, would reduce the risks related to strong seismic shaking to a less than significant level.

### **MITIGATION MEASURES**

GEO-1 Prior to issuance of grading permits, the Applicant shall prepare and submit for review and approval by the Public Works Director, a design-phase geotechnical report which shall include or revise as necessary the recommendations in the Applicant's Geotechnical Engineering Investigation (June 25, 2016) for site preparation and construction. The report shall, at a minimum, address remedial and design grading, and building foundations to fully address liquefaction-induced differential settlement and expansive soils. All site grading and construction shall be conducted in conformance with the recommendations included in the design-phase geotechnical report, which include, but are not limited to:

- Liquefaction
- Foundations on Compacted Fill
- Lateral Design
- Expansive Soils
- Seismic Design Values
- Settlement
- Subsidence & Shrinkage
- Floor Slabs
- Utility Line Backfills
- Hardscape & Slabs
- Chemical Analysis
- Drainage
- Engineering Consultation, Testing & Observation

### **3. SEISMIC-RELATED GROUND FAILURE, INCLUDING LIQUEFACTION?**

#### **LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Liquefaction occurs when dynamic loading of a saturated sand or silt causes pore-water pressures to increase to levels where grain-to-grain contact is lost and material temporarily behaves as a fluid. Liquefaction can cause settlement of the ground surface, settlement and tilting of engineered structures, flotation of buoyant buried structures, and cracking of the ground surface. A common manifestation of liquefaction is the formation of sand boils, which are short-lived fountains of soil and water that emerge from fissures or vents and leave freshly deposited mounds of sand or silt on the ground surface.

Based on the Seismic Hazard Zone Report for the U.S.G.S. Anaheim 7.5-minute quadrangle and the *Geotechnical Engineering Investigation*, the project site lies within a designated Liquefaction Hazard Zone. Artificial fill was encountered in the first two feet explored. Native soils consisted of clean to silty, fine grained sand, sandy, clayey silt to the maximum depth explored of 11.5 feet. According to the *Geotechnical Engineering Investigation*, groundwater was observed at a depth of approximately 11 feet below the ground surface.

As part of Mitigation Measure GEO-1, grading would be required to prepare the site for the proposed residential uses, and would remove the artificial fill soils that are near the surface. The materials would be removed and re-compacted thereby reducing the potential for surface manifestation of liquefaction. However, additional measures to reduce the potential for subsurface manifestation of liquefaction are needed. Several mitigation options were outlined in the *Geotechnical Engineering Investigation*, which would be refined as part of Mitigation Measure GEO-1, and identify approaches relative to structural damage due to liquefaction ranging from low to moderate to high risk.

Therefore, implementation of the proposed project could expose people or structures to potential substantial adverse impacts involving liquefaction. This impact is considered significant unless mitigated. All on-site development associated with implementation of the proposed project would be subject to Mitigation Measure GEO-1 and compliance with applicable building codes (i.e., *City Building Code*, *California Building Code*), which would reduce ground failure impacts to less than significant.

#### **MITIGATION MEASURES**

Refer to Mitigation Measure GEO-1. No additional mitigation measures are required.

### **4. LANDSLIDES?**

#### **NO IMPACT**

The geologic and topographic characteristics of an area often determine its potential for landslides. Steep slopes, the extent of erosion, and the rock composition of a hillside all contribute to the potential slope failure and landslide events.

Landslides have not been recorded within the City boundaries and are not anticipated based on the area's flat terrain. The project site is located in an existing urbanized area. The property is

flat and surrounding properties are flat with no unusual geographic features, and therefore does not have the potential to slide, or experience sliding from adjacent areas. Therefore, project implementation would not expose people or structures to potential substantial adverse impacts involving landslides, and no impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**B. WOULD THE PROJECT RESULT IN SUBSTANTIAL SOIL EROSION OR THE LOSS OF TOPSOIL?**

**LESS THAN SIGNIFICANT IMPACT**

Grading and earthwork activities associated with proposed project construction activities would expose soils to potential short-term erosion by wind and water. All demolition and construction activities within the City would be subject to compliance with the *California Building Code*. Further, the proposed project would be subject to compliance with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) Storm Water General Construction Permit for construction activities; refer to Response 4.9.A. The NPDES Storm Water General Construction Permit requires preparation of a Storm Water Pollution Prevention Plan, which would identify specific erosion and sediment control Best Management Practices that would be implemented to protect storm water runoff during construction activities. Compliance with the *California Building Code* and NPDES would minimize impacts from erosion and ensure consistency with the Regional Water Quality Control Board Water Quality Control Plan. Following compliance with NPDES requirements, project implementation would result in a less than significant impact regarding soil erosion.

Substantial soil erosion or loss of topsoil is not expected to occur during long-term operations. The majority of the project site would be covered with structures or paved, and the remaining pervious areas would be landscaped, which would minimize potential impacts in this regard to a less than significant level.

**MITIGATION MEASURES**

No mitigation measures are required.

**C. WOULD THE PROJECT BE LOCATED ON A GEOLOGIC UNIT OR SOIL THAT IS UNSTABLE, OR THAT WOULD BECOME UNSTABLE AS A RESULT OF THE PROJECT, AND POTENTIALLY RESULT IN AN ON-SITE OR OFF-SITE LANDSLIDE, LATERAL SPREADING, SUBSIDENCE, LIQUEFACTION OR COLLAPSE?**

**LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Refer to Response 4.6.A.3.

**MITIGATION MEASURES**

Refer to Mitigation Measure GEO-1. No additional mitigation measures are required.

**D. WOULD THE PROJECT BE LOCATED ON EXPANSIVE SOIL, AS DEFINED IN TABLE 18-1-B OF THE UNIFORM BUILDING CODE (1994), CREATING SUBSTANTIAL RISKS TO LIFE OR PROPERTY?**

**LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Expansive soils can be a problem, as variation in moisture content will cause a volume change in the soil. Expansive soils heave when moisture is introduced and contract as they dry. During inclement weather and/or excessive landscape watering, moisture infiltrates the soil and causes the soil to heave (expansion). When drying occurs the soils will shrink (contraction). Repeated cycles of expansion and contraction of soils can cause pavement, concrete slabs on grade and foundations to crack. This movement can also result in misalignment of doors and windows.

Underlying soils at the project site are comprised of artificial fill consisting of brown silty sand in the first one to two feet below ground surface. The native alluvial deposits consist of clean to silty, fine grained sand, sandy, and clayey silt to the maximum depth explored of 11.5 feet. According to the *Geotechnical Engineering Investigation*, the project site is underlain by soils of low to very low expansion potential.

However, in order to ensure that the proposed project is not susceptible to damage as a result of on-site soils and geological conditions, the *Geotechnical Engineering Investigation* has included specific recommendations to reduce this risk to less than significant levels, which are to be reviewed and revised as necessary as part of Mitigation Measure GEO-1.

**MITIGATION MEASURES**

Refer to Mitigation Measure GEO-1. No additional mitigation measures are required.

**E. WOULD THE PROJECT HAVE SOILS INCAPABLE OF ADEQUATELY SUPPORTING THE USE OF SEPTIC TANKS OR ALTERNATIVE WASTE WATER DISPOSAL SYSTEMS WHERE SEWERS ARE NOT AVAILABLE FOR THE DISPOSAL OF WASTE WATER?**

**NO IMPACT**

Sewers are currently available for the on-site disposal of wastewater; therefore, it would not be necessary to install septic tanks or alternative wastewater disposal systems. Therefore, no impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.



## 4.7. GREENHOUSE GASES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	

### Sources Cited in Section 4.7

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

Pomeroy Environmental Services, *Greenhouse Gas Modeling*, March 2017 (refer to Appendix A).

### A. WOULD THE PROJECT GENERATE GREENHOUSE GAS EMISSIONS, EITHER DIRECTLY OR INDIRECTLY, THAT MAY HAVE A SIGNIFICANT IMPACT ON THE ENVIRONMENT?

#### LESS THAN SIGNIFICANT IMPACT

The proposed project involves the demolition of two residential units and the construction of a 10-unit apartment complex. The *General Plan EIR* includes Table 5.5-3 and Table 5.5-7, which provide the total amount of greenhouse gas emissions from area, indirect, and mobile sources for existing conditions and General Plan Update buildout conditions, respectively. The General Plan EIR accounted for a total of 54,296 dwelling units in 2030. The proposed project would result in a net increase of eight units over existing conditions; the eight units represents 0.015 percent of the 2030 residential total. The existing two residential units were reflected in the 2008 greenhouse gas emissions (GHG) emissions in Table 5.5-3, and the additional eight units were accounted for in the 2030 GHG emissions in Table 5.5-7. Nevertheless, the following construction and operational GHG estimates have been identified for the proposed project.

#### Construction GHG Emissions

Construction emissions represent an episodic, temporary source of GHG emissions. Emissions are generally associated with the operation of construction equipment and the disposal of construction waste. To be consistent with the guidance from the SCAQMD for calculating criteria pollutants from construction activities, only GHG emissions from on-site construction activities and off-site hauling and construction worker commuting are considered as project-generated. As explained by California Air Pollution Controls Officers Association (CAPCOA) in its 2008 white paper, the information needed to characterize GHG emissions from manufacture, transport, and end-of-life of construction materials would be speculative at the CEQA analysis level. *CEQA* does not require an evaluation of speculative impacts (*CEQA Guidelines* Section 15145). Therefore, the construction analysis does not consider such GHG emissions, but does consider non-speculative on-site construction activities and off-site hauling and construction worker trips. All GHG emissions are presented on an annual basis. Emissions

of GHGs were calculated using CalEEMod 2016.3.1 for construction of the proposed project. As shown Appendix A, the proposed project would generate a total of 170.33 metric tons of construction-related GHG emissions. Consistent with SCAQMD recommendations and to ensure construction emissions are assessed in a quantitative sense, construction GHG emissions have been amortized over a 30-year period and have been added to the annual operational GHG emissions of the proposed project identified in [Table 4.7-1](#).

### **Operational GHG Emissions**

The proposed project includes the development of 10 residential units. The operations of the proposed project would generate GHG emissions from the usage of on-road motor vehicles, electricity, natural gas, water, and generation of solid waste and wastewater. Emissions of operational GHGs are shown in [Table 4.7-1](#). As shown, the GHG emissions generated by the proposed project would be approximately 114.78 CO<sub>2</sub>e MTY.

The SCAQMD released a draft guidance document regarding interim CEQA GHG significance thresholds. The SCAQMD proposed a tiered approach, whereby the level of detail and refinement needed to determine significance increases with a project's total GHG emissions. The SCAQMD proposed a screening level of 3,000 metric tons of CO<sub>2</sub>e per year for all land use projects (non-industrial projects), under which project impacts would be considered "less than significant." As shown in [Table 4.7-1](#), the proposed project would be under the 3,000 MTCO<sub>2</sub>e per year threshold for non-industrial projects. Therefore, less than significant impacts would occur in this regard.

**TABLE 4.7-1 PROJECT OPERATIONAL GHG EMISSIONS**

Emissions Source	Estimated CO <sub>2</sub> e Emissions (Metric Tons per Year)
Area Sources	2.35
Energy Demand (Electricity & Natural Gas)	14.66
Mobile (Motor Vehicles)	86.42
Solid Waste Generation	2.09
Water Demand	3.58
Construction Emissions <sup>1</sup>	5.68
<b>Project Total</b>	<b>114.78</b>
Source: Pomeroy Environmental Services (March 2017)	
Notes: 1. The total construction GHG emissions were amortized over 30 years and added to the operation of the proposed project. Calculation sheets are provided in Appendix A.	

### **MITIGATION MEASURES**

No mitigation measures are required.

**B. WOULD THE PROJECT CONFLICT WITH AN APPLICABLE PLAN, POLICY OR REGULATION ADOPTED FOR THE PURPOSE OF REDUCING THE EMISSIONS OF GREENHOUSE GASES?**

***LESS THAN SIGNIFICANT IMPACT***

The California Global Warming Solutions Act of 2006, widely known as AB 32, requires the California Air Resources Board (CARB) to develop and enforce regulations for the reporting and verification of statewide GHG emissions. CARB is directed to set a statewide GHG emission limit, based on 1990 levels, to be achieved by 2020. The bill set a timeline for adopting a scoping plan for achieving GHG reductions in a technologically and economically feasible manner. The heart of the bill is the requirement that statewide GHG emissions be reduced to 1990 levels by 2020.

The CARB *AB 32 Scoping Plan (Scoping Plan)* contains the main strategies to achieve the 2020 emissions cap. The *Scoping Plan* proposes a comprehensive set of actions designed to reduce overall carbon emissions in California, improve the environment, reduce oil dependency, diversify energy sources, and enhance public health while creating new jobs and improving the State economy. The GHG reduction strategies contained in the *Scoping Plan* include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, and market-based mechanisms such as a cap-and-trade system.

The proposed project involves the demolition of two residential units and the construction of a 10-unit apartment complex. Also, the proposed project involves the reuse of an existing urban property and infill development, which is seen as an important strategy in reducing regional GHG emissions. The proposed project's compliance with the current *CALGreen Code* would result in 25 percent energy savings; the proposed project would include energy efficient appliances such as clothes-washing machines, refrigerators, fans, dish-washers, etc.; and, the proposed project would reduce water demand by at least 20 percent due to low-flow and/or high efficiency water fixtures such as low-flow toilets, urinals, showerheads, faucets, and high-efficiency clothes-washers and dishwashers.

Therefore, implementation of the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases are anticipated. Thus, less than significant impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

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## **4.8. HAZARDS AND HAZARDOUS MATERIALS**

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		✓		
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?		✓		
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓	
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓

### **Sources Cited in Section 4.8**

Department of Toxic Substances Control,

<http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm>, accessed on August 12, 2016.

### **A. WOULD THE PROJECT CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT THROUGH THE ROUTINE TRANSPORT, USE, OR DISPOSAL OF HAZARDOUS MATERIALS?**

#### **LESS THAN SIGNIFICANT IMPACT**

The proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. The project proposes to demolish the existing two residential units and construct 10 apartment units.

Excavation/grading activities and/or site disturbance of existing building materials may result in the off-site transport and disposal of hazardous substances, in the event that these substances are encountered. Off-site transport and disposal of hazardous substances (e.g., lead-based paint, asbestos, oils) would be short-term in nature, only occurring during demolition/renovation or grading/excavation activities, and would be subject to Federal, State, and local health and safety regulations that protect public safety. Standard construction practices would be observed such that any materials released would be appropriately contained and remediated as required by local, State, and Federal law. With adherence to the

requirements of affected regulatory agencies regarding the handling, transport, and disposal of hazardous materials, implementation of the proposed project would not create a significant hazard to the public or the environment. Thus, less than significant impacts would occur in this regard.

Long-term operations associated with the proposed project would not require the transport, use, or disposal of any regulated amounts of hazardous materials.

Development plans for the proposed project would also be reviewed by Garden Grove Fire Department (GGFD) and/or the Orange County Fire Authority (OCFA) for hazardous material use, safe handling, and storage, as appropriate. The GGFD and/or OCFA would require that conditions of approval be applied for the project applicant to reduce hazardous material impacts, if applicable. Thus, impacts would be less than significant in this regard.

### **MITIGATION MEASURES**

No mitigation measures are required.

### **B. WOULD THE PROJECT CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT THROUGH REASONABLY FORESEEABLE UPSET AND ACCIDENT CONDITIONS INVOLVING THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT?**

#### ***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

##### **On-Site Hazardous Material Sources and Releases**

One of the means through which human exposure to hazardous substances could occur is through accidental release. Incidents that result in an accidental release of hazardous substances into the environment can cause contamination of soil, surface water, and groundwater, in addition to any toxic fumes that might be generated. If not cleaned up immediately and completely, the hazardous substances can migrate into the soil or enter a local stream or channel causing contamination of soil and water. Human exposure to contaminated soil or water can have potential health impacts on a variety of factors, including the nature of the contaminant and the degree of exposure.

Construction activities associated with the proposed project could release hazardous materials into the environment through reasonably foreseeable upset and accident conditions. There is a possibility of accidental release of hazardous substances such as petroleum-based fuels or hydraulic fluid used for construction equipment. The level of risk associated with the accidental release of hazardous substances is not considered significant due to the low concentration of hazardous materials utilized during construction, given the size of the site (0.44 acres) and the size of construction equipment that fit onto the site. The construction contractor would be required to use standard construction controls and safety procedures that would avoid and minimize the potential for accidental release of such substances into the environment. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by local, State, and Federal law.

The project proposes the demolition and removal of two on-site residential units. The existing on-site buildings may contain asbestos-containing materials, as well as lead-based paints and/or other contaminants. As a result, construction workers and the public could be exposed. Further, the potential exists that construction activities may release potential contaminants that may be present in building materials (e.g., mold, lead, etc.). Federal and state regulations govern the renovation and demolition of structures where asbestos-containing materials and lead-based paints are present. All demolition that could result in the release of asbestos-containing materials or lead-based paints must be conducted according to U.S. Environmental Protection Agency and California Department of Toxic Substances Control standards, including but not limited to Asbestos National Emission Standards for Hazardous Air Pollutants (40 *CFR* Part 61 Subpart M), CERCLA Hazardous Substances and Reportable Quantities (40 *CFR* Part 302.4; Occupational Safety and Health Administration (29 *CFR* 1910.1001 and 1926.1001); Lead Renovation, Repair and Painting Program (40 *CFR* Part 745); and Asbestos & Lead-Based Paint (Title 22, *California Code of Regulations* and *California Health and Safety Code*). Abatement of asbestos would be required prior to any demolition activities. Compliance with the Mitigation Measure HAZ-1 (compliance with South Coast Air Quality Management District Rule 1403) would reduce potential impacts to a less than significant level.

#### **MITIGATION MEASURES**

HAZ-1 To comply with South Coast Air Quality Management District Rule 1403, prior to structural demolition/renovation activities, demolition materials containing asbestos-containing materials and/or lead-based paints shall be removed and properly disposed of at an appropriate permitted facility per existing Federal and State regulations.

#### **C. WOULD THE PROJECT EMIT HAZARDOUS EMISSIONS OR HANDLE HAZARDOUS OR ACUTELY HAZARDOUS MATERIALS, SUBSTANCES, OR WASTE WITHIN ONE-QUARTER MILE OF AN EXISTING OR PROPOSED SCHOOL?**

##### **LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Existing public and private schools located within one-quarter mile of the project site include the Hill Elementary School (located west of the site) and the Orange Crescent School and Montessori (located northwest of the site).

Refer to Responses 4.8.A and 4.8.B for construction-related impacts.

Operationally, the proposed residential uses would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste; and therefore, would not impact any existing or proposed schools within one-quarter mile of the project site. Thus, no impacts would occur in this regard.

#### **MITIGATION MEASURES**

Refer to Mitigation Measure HAZ-1. No additional mitigation measures are required.

**D. WOULD THE PROJECT BE LOCATED ON A SITE WHICH IS INCLUDED ON A LIST OF HAZARDOUS MATERIALS SITES COMPILED PURSUANT TO GOVERNMENT CODE SECTION 65962.5 AND, AS A RESULT, WOULD IT CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT?**

**NO IMPACT**

The project site is not listed in a list of hazardous materials sites compiled pursuant to *Government Code* Section 65962.5.<sup>3</sup> No impact would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**E. FOR A PROJECT LOCATED WITHIN AN AIRPORT LAND USE PLAN OR, WHERE SUCH A PLAN HAS NOT BEEN ADOPTED, WITHIN TWO MILES OF A PUBLIC AIRPORT OR PUBLIC USE AIRPORT, WOULD THE PROJECT RESULT IN A SAFETY HAZARD FOR PEOPLE RESIDING OR WORKING IN THE PROJECT AREA?**

**NO IMPACT**

The project site is not located within an airport land use plan or within two miles of an airport. The nearest military airport is the Los Alamitos Joint Forces Training Base, located approximately 5.25 miles northwest of the project site. The nearest public airports are the Fullerton Municipal Airport and the Long Beach Airport, located approximately 8 miles north and 12 miles northwest of the project site, respectively. Thus, no impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**F. FOR A PROJECT WITHIN THE VICINITY OF A PRIVATE AIRSTRIP, WOULD THE PROJECT RESULT IN A SAFETY HAZARD FOR PEOPLE RESIDING OR WORKING IN THE PROJECT AREA?**

**NO IMPACT**

Refer to Response 4.8.E.

**MITIGATION MEASURES**

No mitigation measures are required.

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<sup>3</sup> Department of Toxic Substances Control, <http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm>, accessed on August 12, 2016.



**G. WOULD THE PROJECT IMPAIR IMPLEMENTATION OF OR PHYSICALLY INTERFERE WITH AN ADOPTED EMERGENCY RESPONSE PLAN OR EMERGENCY EVACUATION PLAN?**

***LESS THAN SIGNIFICANT IMPACT***

The project site is within an urbanized area of the City served by existing roadways. At no time would the adjacent streets be completely closed to traffic during the construction phase. Also, the construction plans would be reviewed by the City Engineer to identify specific points of construction vehicle ingress and egress to the site during construction to ensure continued emergency access. Emergency vehicles would continue to have access to project-related and surrounding roadways during construction and upon completion of the proposed project. The proposed project would not impact access to emergency response. In addition, the proposed project would not physically interfere with the City's emergency evacuation routes. Therefore, less than significant impacts would result from the construction and operation of the proposed project in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

**H. WOULD THE PROJECT EXPOSE PEOPLE OR STRUCTURES TO A SIGNIFICANT RISK OF LOSS, INJURY OR DEATH INVOLVING WILDLAND FIRES, INCLUDING WHERE WILDLANDS ARE ADJACENT TO URBANIZED AREAS OR WHERE RESIDENCES ARE INTERMIXED WITH WILDLANDS?**

***NO IMPACT***

The project site and surrounding areas are urbanized and built out, and no wildlands occur within or adjacent to the project site. Also, there are no areas of native vegetation found within the project site or in the surrounding properties that could provide a fuel source for a wildfire. Thus, no impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

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## 4.9. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?		✓		
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			✓	
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?		✓		
f. Otherwise substantially degrade water quality?		✓		
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			✓	
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			✓	
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j. Inundation by seiche, tsunami, or mudflow?				✓
k. Result in an increase in pollutant discharges to receiving waters? Consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash).		✓		
l. Result in significant alteration of receiving water quality during or following construction?		✓		
m. Result in increased erosion downstream?		✓		
n. Result in increased impervious surfaces and associated increased runoff?		✓		
o. Create a significant adverse environmental impact to drainage patterns due to changes in runoff flow rates or volumes?		✓		
p. Be tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired?		✓		
q. Be tributary to other environmentally sensitive areas? If so, can it exacerbate already existing sensitive conditions?				✓
r. Have a potentially significant environmental impact on surface water quality to either marine, fresh, or wetland waters?		✓		
s. Have a potentially significant adverse impact on groundwater quality?		✓		
t. Cause or contribute to an exceeded applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses?		✓		

**Garden Green Apartment Project – 9841 11<sup>th</sup> Street**  
**Initial Study/Mitigated Negative Declaration**

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
u. Impact aquatic, wetland, or riparian habitat?		✓		
v. Would the project include new or retrofitted stormwater treatment control Best Management Practices (e.g., water quality treatment basin, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g., increased vectors or odors)?		✓		

**Sources Cited in Section 4.9**

DMS Consultants, Inc., *Hydrology Study, Green Garden Apartments*, June 27, 2016 (refer to Appendix C).

DMS Consultants, Inc., *Preliminary Water Quality Management Plan, Green Garden Apartments*, Revised June 27, 2016 (refer to Appendix D).

Federal Emergency Management Agency, Flood Insurance Rate Map Number 06059C0139J, effective date December 3, 2009.

**Site Topography**

The topography within the project site is flat.

**Project Site Surface Conditions and Land Use**

The project site is generally permeable. The site includes two unoccupied residential units.

**A. WOULD THE PROJECT VIOLATE ANY WATER QUALITY STANDARDS OR WASTE DISCHARGE REQUIREMENTS?**

**LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Urban runoff, both dry and wet weather, discharges into storm drains and, in most cases, flows directly to creeks, rivers, lakes, and the ocean. Polluted runoff can have harmful impacts on drinking water, recreational water, and wildlife. Urban runoff pollution includes a wide array of environmental, chemical, and biological compounds from both point and non-point sources. In the urban environment, storm water characteristics depend on site conditions (e.g., land use, impervious cover, pollution prevention, types and amounts of Best Management Practices), rain events (duration, amount of rainfall, intensity, and time between events), soil type and particle sizes, multiple chemical conditions, the amount of vehicular traffic, and atmospheric deposition (United States Environmental Protection Agency 2000). Major pollutants typically found in runoff from urban areas include sediments, nutrients, oxygen-demanding substances, heavy metals, petroleum hydrocarbons, pathogens, and bacteria.

Urban runoff can be divided into two categories – dry and wet weather urban runoff:

- Dry weather urban runoff occurs when there is no precipitation-generated runoff. Typical sources include landscape irrigation runoff; driveway and sidewalk washing; noncommercial vehicle washing; groundwater seepage; fire flow;

potable water line operations and maintenance discharges; and permitted or illegal non-storm water discharges.

- Wet weather urban runoff refers collectively to non-point source discharges that result from precipitation events. Wet weather runoff includes storm water runoff. Storm water discharges are generated by runoff from land and impervious areas such as paved streets and parking lots, building rooftops.

Wet- and dry-weather runoff typically contains similar pollutants of concern. However, except for the first flush concentrations following a long period between rainfalls, the concentration levels found in wet weather flows are typically lower than levels found in dry weather flows because the larger wet weather flows dilute the amount of pollution in runoff waters. Most urban storm water discharges are considered non-point sources and are regulated by a National Pollutant Discharge Elimination System Municipal General Permit or Construction General Permit.

The proposed project's water quality impacts would be short-term during the earthwork and construction phase, and following construction, prior to the establishment of ground cover, and long-term following completion.

### **Short-Term Construction**

Implementation of the proposed project would not violate water quality standards and waste water discharge requirements. Short-term impacts related to water quality would occur during the earthwork and construction phase, when the potential for erosion, siltation, and sedimentation would be the greatest. Additionally, impacts would occur prior to the establishment of ground cover, when the erosion potential may remain relatively high. Impacts to storm water quality would occur from construction and associated earth moving, and increased pollutant loadings would occur immediately off-site.

The proposed project would disturb less than one acre of land surface, and thus, does not need to apply for coverage under the National Pollutant Discharge Elimination System Construction General Permit (Permit). However, the proposed project is required to comply with all pertinent requirements of the National Pollutant Discharge Elimination System (NPDES). This includes the preparation, submittal, and implementation of a Water Quality Management Plan (WQMP) that includes design features and Best Management Practices (BMPs) that are appropriate for the given project. These BMPs may include, but not be limited to, the use of sandbag berms, stabilized construction entrance/exit, sediment traps, and storm drain inlet projections. The purpose of the WQMP is to reduce the potential for post-construction pollutants entering into the storm water system. The City is required to approve the WQMP prior to the issuance of any grading or building permit.

Construction activities associated with the proposed project would have a less than significant impact on surface water quality and would not significantly impact the beneficial uses of receiving waters with compliance with the aforementioned requirements. Thus, less than significant impacts to short-term water quality impacts would occur.

## **Long-Term Operation**

The project site is currently developed with two unoccupied single-family residential units and accessory structures, and grass and landscaped areas. With these existing on-site uses, the site is 54 percent pervious and 46 percent impervious.

Implementation of the proposed project would result in the development of a 10-unit apartment complex on the 0.44 acres. Table 4.9-1, Existing and Proposed Pervious and Impervious Conditions, shows that the post-project conditions result in a decrease to 28 percent in the amount of pervious area and an increase to 72 percent in the amount of impervious area.

**TABLE 4.9-1 EXISTING AND PROPOSED PERVIOUS AND IMPERVIOUS SITE CONDITIONS**

Project Area	Pervious		Impervious	
	Area (Acres)	Percentage	Area (Acres)	Percentage
Pre-Project Conditions	0.24	54%	0.20	46%
Post-Project Conditions	0.12	28%	0.32	72%

Source: DMS Consultants, Inc., June 27, 2016.

The project site is located within the Anaheim Bay-Huntington Harbor Watershed, which is located in northern Orange County and includes a number of channels, none of which is a dominant river for the watershed with each draining a substantial portion of the watershed. The watershed channels include the Stanton Storm Channel, Bolsa Chica Channel, Anaheim Harbor City Channel, Westminster Channel, East Garden Grove Wintersburg Channel, and Ocean View Channel.

These channels are not included in the Water Quality Control Plan for the Santa Ana River Basin. Ultimately, the channels converge along the coast where they empty into Huntington Harbor and Anaheim Bay. The headwaters for these channels begin in the northern and eastern reaches of the watershed which is almost completely urbanized and has a very low slope, having once been primarily swamplands or low coastal floodplains for the San Gabriel and Santa Ana Rivers. All the channel reaches within the watershed are improved (lined) for flood control. Typical flow in the Anaheim Bay-Huntington Harbor Watershed is almost completely dry weather runoff.

Flows from the project site ultimately drain into the East Garden Grove Wintersburg Channel, under both the existing and proposed project conditions.

The existing project site is tributary to and a contributor of toxicity pollutants to the 303(d) listed impairment for the Anaheim Bay-Huntington Harbor Watershed. There is currently no approved Watershed Infiltration and Hydromodification Plan (WIHMP) for the Anaheim Bay-Huntington Harbor Watershed. Potential stormwater pollutants associated with the proposed project include suspended- solid/sediment; nutrients; pathogens; pesticides; oil and grease; and trash and debris. The State Water Resources Control Board (SWRCB) Municipal NPDES Storm Water Permit for the County of Orange and the Incorporated Cities of Orange County requires

applicants to prepare a WQMP to manage post-construction storm water runoff associated with new development. A *Preliminary Water Quality Management Plan (WQMP)* has been prepared for the proposed project; refer to Appendix D. The WQMP describes the development and its operations, identifies potential sources of storm water pollution and recommends appropriate Best Management Practices (BMPs) or pollution control measures to reduce the discharge of pollutants in storm water runoff.

### **Site Design and Drainage Plan**

Below is a description of the site design BMPs used for the proposed project and the methods used to incorporate them. Refer to *Exhibit 4.9-1, Proposed Project – Selected Structural BMPs.*

***Minimize Impervious Area.*** Impervious area would be minimized with the site's design. Surface infiltration BMPs would be incorporated as part of the project, rather than placing impervious surfaces over areas for infiltration.

***Preserve Existing Drainage Patterns.*** Existing drainage patterns would be preserved as indicated. The site would drain similarly to existing conditions.

***Disconnect Impervious Areas.*** Buildings would drain to landscaping. Impervious surfaces would ultimately drain to permeable pavers or infiltration trenches.

***Landscape Design.*** Drought tolerant plants have been utilized in the project's landscape design. The landscape plan has been submitted to the City, under separate review and approval.

***Drainage Management Areas.*** The project site drainage would be delineated into two Drainage Management Areas (DMAs).

***Low Impact Development Requirements.*** To conform to Low Impact Development (LID) Requirements for BMPs, the proposed project would utilize permeable pavers and infiltration trenches (perforated pipe in gravel bed). Under the proposed conditions, 0.27 acres of the site would drain to permeable pavers located in the main driveway. The inlet would be fitted with a FloGard insert manufactured by Kristar, Inc. and would outlet via parkway culverts to curb and gutter on 11th Street. Entrance to the project site from 11th Street has a steep grade of 9 percent towards 11th Street and cannot be treated. Total untreatable area from this driveway is approximately 0.02 acres. The remaining 0.15 acres of the site would drain to an infiltration trench located along the westerly property line. Overflow from infiltration trench would outlet via a parkway drain to curb and gutter on 11th Street.

### **Impact Conclusion**

The BMPs may be refined via a Final Water Quality Management Plan to incorporate project-specific BMPs, and would be reviewed and finalized as part of site plan review. The Final WQMP, approved by the City, would provide the final BMPs applicable to the proposed project (Mitigation Measure HWQ-1). With implementation of Mitigation Measure HWQ-1, long-term operational water quality impacts would be reduced to less than significant levels.

### **MITIGATION MEASURES**

HWQ-1 Prior to issuance of a grading permit, the Applicant shall submit a Final Water Quality Management Plan for approval by the City Engineer that complies with the requirements of the latest Orange County Public Works Drainage Area Management Plan.

**B. WOULD THE PROJECT SUBSTANTIALLY DEplete GROUNDWATER SUPPLIES OR INTERFERE SUBSTANTIALLY WITH GROUNDWATER RECHARGE SUCH THAT THERE WOULD BE A NET DEFICIT IN AQUIFER VOLUME OR A LOWERING OF THE LOCAL GROUNDWATER TABLE LEVEL (E.G., THE PRODUCTION RATE OF PRE-EXISTING NEARBY WELLS WOULD DROP TO A LEVEL WHICH WOULD NOT SUPPORT EXISTING LAND USES OR PLANNED USES FOR WHICH PERMITS HAVE BEEN GRANTED)?**

### **LESS THAN SIGNIFICANT IMPACT**

The proposed project would continue to be connected to the City's utility lines and is not anticipated to deplete groundwater supplies through the consumption of the water. Given that the site is presently developed with two residential units and that the proposed project would result in a small increase in the amount of impervious area from 0.12 to 0.32 acres, the proposed project would not substantially interfere with groundwater recharge. In addition, the permeable surfaces provided by the proposed landscaping would allow for the on-site percolation of surface runoff. Also, refer to Response 4.17.D. Therefore, less than significant impacts would occur in this regard.

### **MITIGATION MEASURES**

No mitigation measures are required.

**C. WOULD THE PROJECT SUBSTANTIALLY ALTER THE EXISTING DRAINAGE PATTERN OF THE SITE OR AREA, INCLUDING THROUGH THE ALTERATION OF THE COURSE OF STREAM OR RIVER, IN A MANNER WHICH WOULD RESULT IN SUBSTANTIAL EROSION OR SILTATION ON- OR OFF-SITE?**

### **LESS THAN SIGNIFICANT IMPACT**

The proposed project would increase the percentage of impervious surfaces on-site, but the proposed project would not increase the amount of exposed soils. Thus, the site's drainage pattern would not substantially change from current conditions. Revegetation of currently unimproved surfaces prone to erosion would reduce the sediment load in storm water runoff, as well as increase the on-site percolation of runoff. While the rate and quantity of runoff from the site would slightly increase as a result of implementing the proposed project, less than significant impacts would occur in this regard.

### **MITIGATION MEASURES**

No mitigation measures are required.



**D. WOULD THE PROJECT SUBSTANTIALLY ALTER THE EXISTING DRAINAGE PATTERN OF THE SITE OR AREA, INCLUDING THROUGH THE ALTERATION OF THE COURSE OF A STREAM OR RIVER, OR SUBSTANTIALLY INCREASE THE RATE OR AMOUNT OF SURFACE RUNOFF IN A MANNER WHICH WOULD RESULT IN FLOODING ON- OR OFF-SITE?**

**LESS THAN SIGNIFICANT IMPACT**

No natural drainages (i.e., stream or river) exist on-site and existing drainage patterns have been determined by past development on-site and in the surrounding area. The site currently drains to 11<sup>th</sup> Street.

**Proposed Stormwater Drainage**

*Exhibit 4.9-2, Existing Hydrology Condition* and *Exhibit 4.9-3, Proposed Hydrology Condition*, illustrates the existing and proposed drainage conditions for the project site. *Table 4.9-2, Proposed Project Flow Rates*, provides the proposed project peak flow rates for the 25-year and 100-year storm events.

**TABLE 4.9-2 PROPOSED PROJECT FLOW RATES**

Area	Acres	Q25	Q100
Existing Hydrology Condition			
A	0.44	1.18 cfs	1.52 cfs
Total	0.44	1.18 cfs	1.52 cfs
Proposed Hydrology Condition			
A	0.15	0.38 cfs	0.49 cfs
B	0.15	0.61 cfs	0.78 cfs
C	0.12	0.48 cfs	0.59 cfs
D	0.02	1.03 cfs	1.33 cfs
Total	0.44	2.50 cfs	3.19 cfs
Change Over Existing Conditions		+1.32 cfs	+1.67 cfs
Source: DMS Consultants, Inc., June 27, 2016.			
Notes: cfs= cubic feet per second			

Under the proposed project, the site would drain to 11<sup>th</sup> Street via parkway culverts. Runoff during the 100-year storm events associated with the proposed project (approximately 3.19 cfs) would be slightly higher than existing conditions (1.52 cfs); however, there is capacity in 11<sup>th</sup> Street to accept the additional flows generated by the proposed project. Therefore, implementation of the proposed project would not result in a substantial increase in runoff that could result in flooding on- or off-site. Thus, impacts would be less than significant in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**E. WOULD THE PROJECT CREATE OR CONTRIBUTE RUNOFF WATER WHICH WOULD EXCEED THE CAPACITY OF EXISTING OR PLANNED STORMWATER DRAINAGE SYSTEMS OR PROVIDE SUBSTANTIAL ADDITIONAL SOURCES OF POLLUTED RUNOFF?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Responses 4.9.A and 4.9.D. The majority of the site (0.42 acres), with the exception of a small section fronting 11<sup>th</sup> Street, would drain to two parkway culverts outletting to 11<sup>th</sup> Street, which is similar to existing conditions. The inlets would be fitted with trash and debris guard inserts. Thus, with implementation of Mitigation Measure HWQ-1, impacts are reduced to less than significant in this regard.

***MITIGATION MEASURES***

Refer to Mitigation Measures HWQ-1. No additional mitigation measures are required.

**F. WOULD THE PROJECT OTHERWISE SUBSTANTIALLY DEGRADE WATER QUALITY?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

The proposed project is not anticipated to result in water quality impacts other than the potential short-term construction and long-term operational impacts identified above in Responses 4.9.A and 4.9.C. Implementation of Mitigation Measure HWQ-1 would reduce potential impacts to a less than significant level.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**G. WOULD THE PROJECT PLACE HOUSING WITHIN A 100-YEAR FLOOD HAZARD AREA AS MAPPED ON A FEDERAL FLOOD HAZARD BOUNDARY OR FLOOD INSURANCE RATE MAP OR OTHER FLOOD HAZARD DELINEATION MAP?**

***LESS THAN SIGNIFICANT IMPACT***

Flood zones are geographic areas that the Federal Emergency Management Agency (FEMA) has defined according to a location's varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area. The project site is situated in an area designated as Flood Zone X on FEMA Flood Insurance Rate Map Number 06059C0139J, effective date December 3, 2009. This is an area of minimal flood hazard: it usually is focused on FIRMs above the 500-year flood level. Zone X is the area determined to be outside of the 500-year flood and protected by a levee from the 100-year flood. Thus, less than significant impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

**H. WOULD THE PROJECT PLACE WITHIN A 100-YEAR FLOOD HAZARD AREA STRUCTURES WHICH WOULD IMPEDE OR REDIRECT FLOOD FLOWS?**

**LESS THAN SIGNIFICANT IMPACT**

A new 10-unit apartment complex is proposed within Zone X; however, the proposed project would not impede or redirect flood flows. Therefore, less than significant impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**I. WOULD THE PROJECT EXPOSE PEOPLE OR STRUCTURES TO A SIGNIFICANT RISK OF LOSS, INJURY OR DEATH INVOLVING FLOODING, INCLUDING FLOODING AS A RESULT OF THE FAILURE OF A LEVEE OR DAM?**

**NO IMPACT**

As stated on page 5.8-7 of the *Garden Grove General Plan Environmental Impact Report*, the western portion of the City of Garden Grove is located within the dam inundation areas of Prado Dam and Carbon Canyon Dam. The project site is located within the eastern portion of the City, and thus is not located within a dam inundation area. Thus, no impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**J. WOULD THE PROJECT EXPERIENCE INUNDATION BY SEICHE, TSUNAMI, OR MUDFLOW?**

**NO IMPACT**

A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin, such as a reservoir, harbor, lake, or storage tank. A tsunami is a great sea wave, commonly referred to as a tidal wave, produced by a significant undersea disturbance such as tectonic displacement of a sea floor associated with large, shallow earthquakes. Mudflows result from the downslope movement of soil and/or rock under the influence of gravity.

The project site is not located within proximity to any enclosed or semi-enclosed bodies of water. Additionally, the project site is not located within proximity to the ocean, and therefore would not be subject to tsunami impacts. The project site and surrounding area are relatively flat and the project site is not positioned downslope from an area of potential mudflow. No impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

- K. RESULT IN AN INCREASE IN POLLUTANT DISCHARGES TO RECEIVING WATERS? CONSIDER WATER QUALITY PARAMETERS SUCH AS TEMPERATURE, DISSOLVED OXYGEN, TURBIDITY AND OTHER TYPICAL STORMWATER POLLUTANTS (E.G. HEAVY METALS, PATHOGENS, PETROLEUM DERIVATIVES, SYNTHETIC ORGANICS, SEDIMENT, NUTRIENTS, OXYGEN-DEMANDING SUBSTANCES, AND TRASH).**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Responses 4.9.A and 4.9.C through 4.9.F.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

- L. RESULT IN SIGNIFICANT ALTERATION OF RECEIVING WATER QUALITY DURING OR FOLLOWING CONSTRUCTION?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.9.D.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

- M. COULD THE PROPOSED PROJECT RESULT IN INCREASED EROSION DOWNSTREAM?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Responses 4.9.B and 4.9.C.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

- N. RESULT IN INCREASED IMPERVIOUS SURFACES AND ASSOCIATED INCREASED RUNOFF?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Responses 4.9.A and 4.9.C.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**O. CREATE A SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT TO DRAINAGE PATTERNS DUE TO CHANGES IN RUNOFF FLOW RATES OR VOLUMES??**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Responses 4.9.D and 4.9.E.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**P. BE TRIBUTARY TO AN ALREADY IMPAIRED WATER BODY, AS LISTED ON THE CLEAN WATER ACT SECTION 303(D) LIST? IF SO, CAN IT RESULT IN AN INCREASE IN ANY POLLUTANT FOR WHICH THE WATER BODY IS ALREADY IMPAIRED?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.9.A.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**Q. BE TRIBUTARY TO OTHER ENVIRONMENTALLY SENSITIVE AREAS? IF SO, CAN IT EXACERBATE ALREADY EXISTING SENSITIVE CONDITIONS?**

***NO IMPACT***

The WQMP (page 10) has identified that the project site is not tributary to environmentally sensitive areas. Thus, no impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

**R. HAVE A POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACT ON SURFACE WATER QUALITY TO EITHER MARINE, FRESH, OR WETLAND WATERS**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.9.A.

***MITIGATION MEASURES***

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**S. HAVE A POTENTIALLY SIGNIFICANT ADVERSE IMPACT ON GROUNDWATER QUALITY?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.9.B.

**MITIGATION MEASURES**

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**T. CAUSE OR CONTRIBUTE TO AN EXCEEDED APPLICABLE SURFACE OR GROUNDWATER RECEIVING WATER QUALITY OBJECTIVES OR DEGRADATION OF BENEFICIAL USES?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.9.B.

**MITIGATION MEASURES**

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**U. IMPACT AQUATIC, WETLAND, OR RIPARIAN HABITAT?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.9.A.

**MITIGATION MEASURES**

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

**V. WOULD THE PROJECT INCLUDE NEW OR RETROFITTED STORMWATER TREATMENT CONTROL BEST MANAGEMENT PRACTICES (E.G., WATER QUALITY TREATMENT BASIN, CONSTRUCTED TREATMENT WETLANDS), THE OPERATION OF WHICH COULD RESULT IN SIGNIFICANT ENVIRONMENTAL EFFECTS (E.G., INCREASED VECTORS OR ODORS)?**

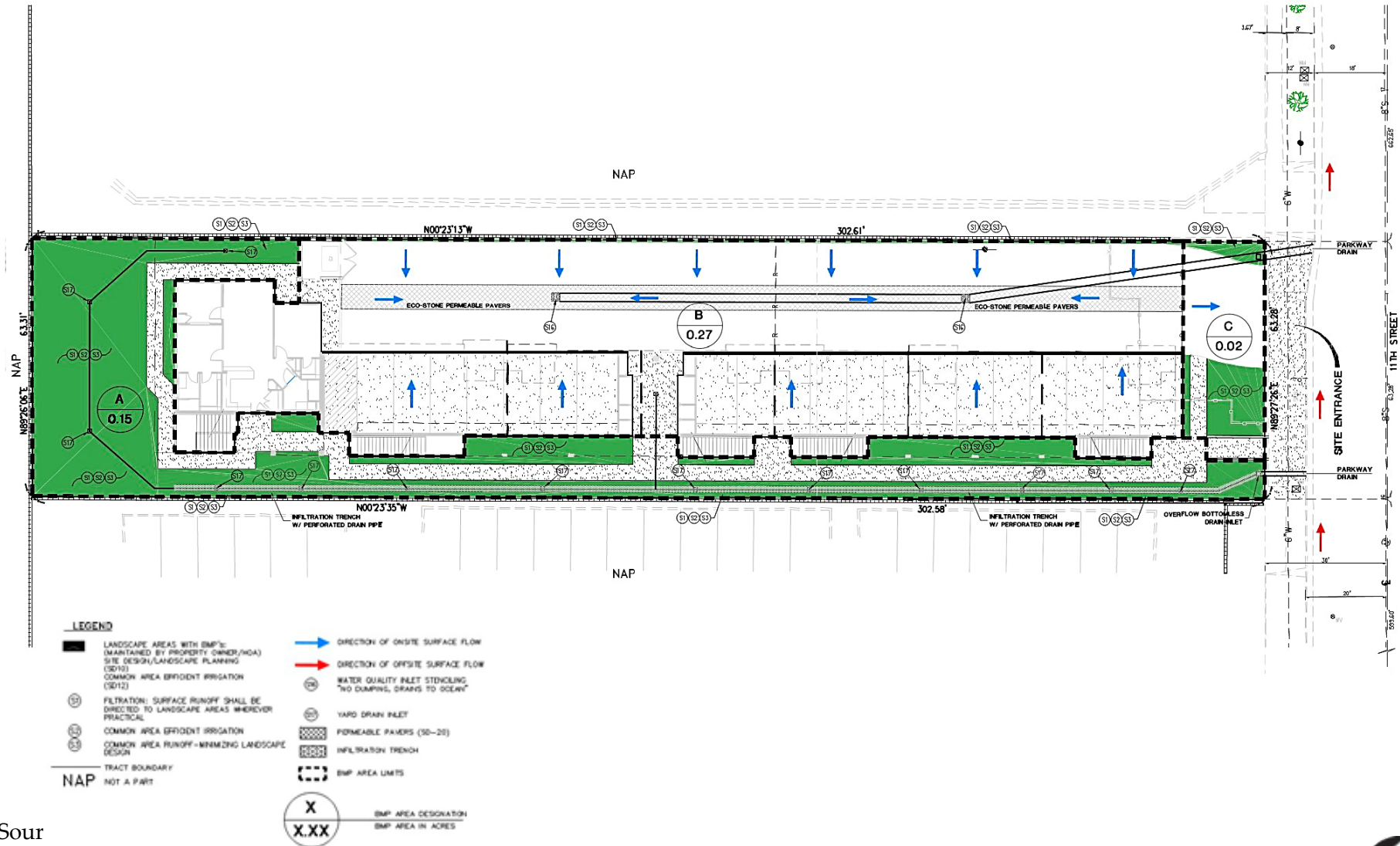
***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.9.A.

**MITIGATION MEASURES**

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

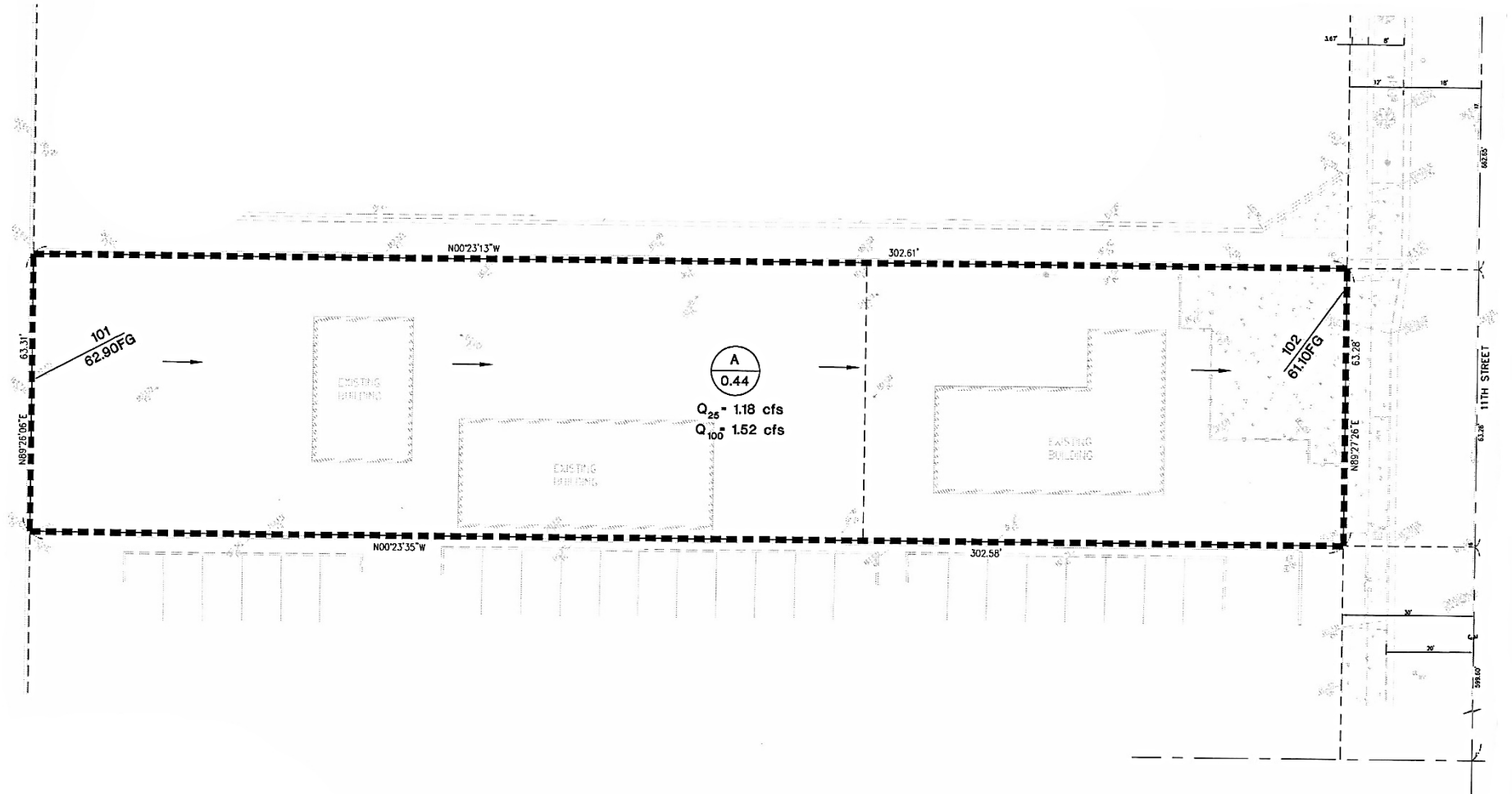
Exhibit 4-1 Proposed Project – Selected Structural BMPs



Sour



Exhibit 4-2 Existing Hydrology Conditions

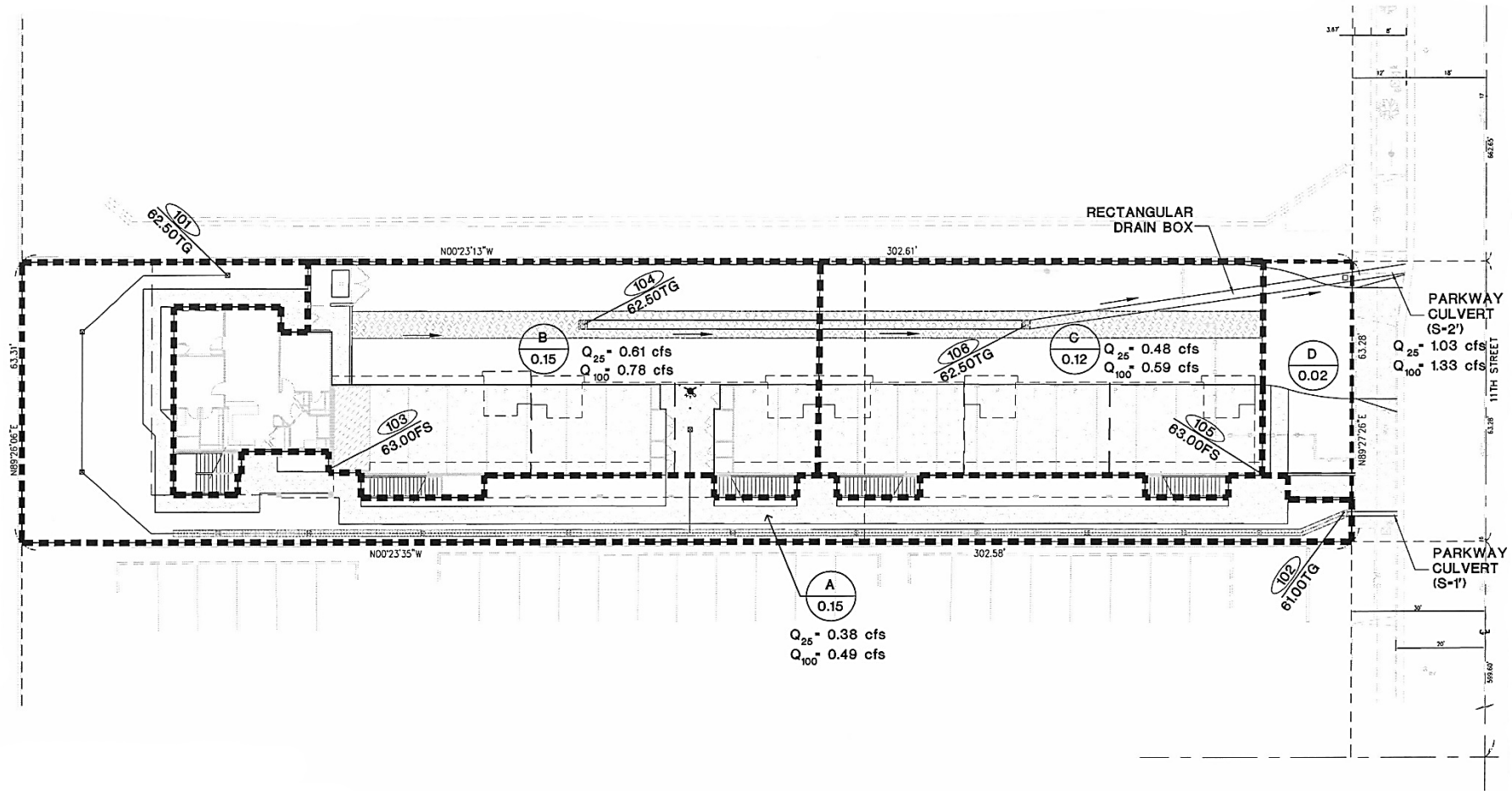


Source: DMS Consultants, Inc., May 2016





Exhibit 4-3 Proposed Hydrology Conditions



Source: DMS Consultants, Inc., May 2016

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## 4.10. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓

### Sources Cited in Section 4.10

City of Garden Grove, *Garden Grove General Plan*, August 2008.

City of Garden Grove, *Garden Grove Municipal Code*, Title 9 Land Use, current through Ordinance 2866 and the June 2016 code supplement.

City of Garden Grove, *Zoning Map*.

### A. WOULD THE PROJECT PHYSICALLY DIVIDE AN ESTABLISHED COMMUNITY?

#### NO IMPACT

The project site is currently developed with two residential units that would be demolished to facilitate the proposed 10-unit apartment project. Surrounding uses include multi-family residential uses to the west, east, and south; single-family uses to the south; and institutional, educational, and intermediate care and rehabilitation facilities to the east, northwest, north, and northeast, respectively.

The proposed project would be located on a site in an urbanized area, consistent with the existing on-site and surrounding established land use patterns. Therefore, no impacts would occur in this regard.

#### MITIGATION MEASURES

No mitigation measures are required.

**B. WOULD THE PROJECT CONFLICT WITH ANY APPLICABLE LAND USE PLAN, POLICY, OR REGULATION OF AN AGENCY WITH JURISDICTION OVER THE PROJECT (INCLUDING, BUT NOT LIMITED TO THE GENERAL PLAN, SPECIFIC PLAN, LOCAL COASTAL PROGRAM, OR ZONING ORDINANCE) ADOPTED FOR THE PURPOSE OF AVOIDING OR MITIGATING AN ENVIRONMENTAL EFFECT?**

***LESS THAN SIGNIFICANT IMPACT***

The *Garden Grove General Plan* Land Use Diagram designates the site as Civic/Institutional (CI). The Zoning map designates the site as R-3 (Multiple Family Residential). The proposed project includes a General Plan Amendment to change the designation from Civic/Institutional (CI) to Medium Density Residential (MDR) to be consistent with the R-3 zone.

The proposed project would involve the demolition of two on-site residential units and the construction of a 3-story, 10-unit apartment complex in one building on the 0.44-acre (19,152-square foot) site. A single drive aisle would provide access to the site and the required parking spaces that are designed as carports. Unit 1 would be located on the first floor, and Units 2 to 10 would be located on the second and third floor.

Pursuant to State law, the Applicant requests a density bonus to construct affordable housing units. The *Municipal Code* allows a maximum of 7 units based on the existing lot size. The proposed project would provide a 35 percent density bonus to construct a total of 10-units with three waivers/concessions to deviate from the R-3 development standard; as a result, three units would be restricted for low income.

The proposed project is subject to *Municipal Code* Chapter 12, Multifamily Residential Development Standards, including Section 9.12.030.070, Density Bonuses and Other Incentives for Affordable Housing.

The site-specific development standards and the proposed project's consistency with the standards are shown in Table 4-10.1, Development Standards.

**Density and Lot Coverage**

The proposed project would result in a density of 22.7 dwelling units per acre, and a lot coverage of 37.90 percent.

**Building Heights**

The maximum building height would be 34 feet 9 inches.

**TABLE 4.10-1 DEVELOPMENT STANDARDS**

Development Regulation for R-3	Standard	Proposed Project
Setbacks Front (1)	20 feet	20 feet
Side Setback (Interior)	East and West: 1 <sup>st</sup> Floor and 2 <sup>nd</sup> Floor: 10 feet 3 <sup>rd</sup> floor 11 feet 3 inches	10 feet (west) 10 feet 2 inches (east)
Rear Setback	11 feet 3 inches	35 feet 2 inches
Building Height	Not to exceed 35 feet	34 feet 9 inches
Lot coverage (2)	50%	37.90%
Density by Site Area: 18,000—19,799 sq. ft. (4)	7 maximum units	10 units
Source: Garden Grove Municipal Code Chapter 9.12 (1) In no case shall the setback be less than 10 feet. (2) Lot coverage includes all building and structures (primary and accessory) and required uncovered parking areas, and excludes uncovered swimming pools and permeable or semi-permeable recreational surface areas. (3) Hardscape percentage includes driveways (except allowed standard driveway in the front yard). (4) Applications for density bonuses may be made as provided for by state law.		

### **Concession/Waivers**

The proposed project is seeking approval of the following concessions or waivers based upon the density bonus:

- To allow the third-story configuration to be greater than 50 percent of the building footprint.
- To deviate from the 10 feet distance separation between the units and the drive aisle located on the first, second, and third floors.
- To allow the third-story to deviate from the required 11'-3" side setback.

Development of the project site would be subject to the City's discretionary review process, including approval of a General Plan Amendment, Site Plan, and Development Agreement. Upon approval of the General Plan Amendment, the proposed project would be consistent with the *Garden Grove General Plan* MDR land use designation. The proposed project is consistent with the *Garden Grove Zoning Map* R-3 designation and the density bonus requirements as allowed in Section 9.12.030.070, Density Bonuses and Other Incentives for Affordable Housing including the concessions/waivers allowed by the State's density bonus.

In addition, the proposed multi-family residential units are consistent with adjacent multi-family and single-family uses to the west, east, and south, as well as with adjacent institutional, educational, and intermediate care and rehabilitation facilities to the east, northwest, north, and northeast.

Therefore, impacts would be less than significant in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

**C. WOULD THE PROJECT CONFLICT WITH ANY APPLICABLE HABITAT  
CONSERVATION PLAN OR NATURAL COMMUNITY CONSERVATION PLAN?**

***NO IMPACT***

Refer to Response 4.4.F.

***MITIGATION MEASURES***

No mitigation measures are required.

#### 4.11. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓

##### Sources Cited in Section 4.11

City of Garden Grove, *Garden Grove General Plan*, August 2008.

#### A. WOULD THE PROJECT RESULT IN THE LOSS OF AVAILABILITY OF A KNOWN MINERAL RESOURCE THAT WOULD BE OF VALUE TO THE REGION AND THE RESIDENTS OF THE STATE?

##### **NO IMPACT**

The project site is currently developed and not identified as a site with mineral resources that would be of value to the region or the residents of the State. Thus, no impacts would occur in this regard.

##### **MITIGATION MEASURES**

No mitigation measures are required.

#### B. WOULD THE PROJECT RESULT IN THE LOSS OF AVAILABILITY OF A LOCALLY-IMPORTANT MINERAL RESOURCE RECOVERY SITE DELINEATED ON A LOCAL GENERAL PLAN, SPECIFIC PLAN OR OTHER LAND USE PLAN?

##### **NO IMPACT**

The *Garden Grove General Plan* does not identify the project site as an important mineral resource recovery site. Thus, no impacts would occur in this regard.

##### **MITIGATION MEASURES**

No mitigation measures are required.

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## **4.12. NOISE**

Would the project result in:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓

### **Sources Cited in Section 4.12**

City of Garden Grove, *Garden Grove Municipal Code*, Section 8.47, Noise Control.

City of Garden Grove, *Garden Grove General Plan* Noise Element, August 2008.

Pomeroy Environmental Services, Noise Analysis and Modeling (Modeling Data refer to Appendix E).

### **A. WOULD THE PROJECT RESULT IN EXPOSURE OF PERSONS TO OR GENERATION OF NOISE LEVELS IN EXCESS OF STANDARDS ESTABLISHED IN THE LOCAL GENERAL PLAN OR NOISE ORDINANCE, OR APPLICABLE STANDARDS OF OTHER AGENCIES?**

#### ***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

#### **Fundamentals of Sound and Environmental Noise**

Sound is technically described in terms of amplitude (i.e., loudness) and frequency (i.e., pitch). The standard unit of sound amplitude measurement is the decibel (dB). The dB scale is a logarithmic scale that describes the physical intensity of the pressure vibrations that make up any sound. The pitch of the sound is related to the frequency of the pressure vibration. Since the human ear is not equally sensitive to a given sound level at all frequencies, a special frequency-dependent rating scale has been devised to relate noise to human sensitivity. The A-weighted dB scale (dBA) provides this compensation by emphasizing frequencies in a manner approximating the sensitivity of the human ear.

Noise, on the other hand, is typically defined as unwanted sound audible at such a level that the sound becomes an undesirable by-product of society's normal day-to-day activities. Sound becomes unwanted when it interferes with normal activities, causes actual physical harm, or

results in adverse health effects. The definition of noise as unwanted sound implies that it has an adverse effect, or causes a substantial annoyance, to people and their environment. However, not every unwanted audible sound interferes with normal activities, causes harm, or has adverse health effects. For unwanted audible sound (i.e., noise) to be considered adverse, it must occur with sufficient frequency and at such a level that these adverse impacts are reasonably likely to occur. Thresholds of significance, set forth below, are established to differentiate between benign, unwanted audible sound and potentially significant and adverse unwanted audible sound.

A typical noise environment consists of a base of steady ambient noise that is the sum of many distant and indistinguishable noise sources. Superimposed on this background noise is the sound from individual local sources. These can vary from an occasional aircraft or train passing by to virtually continuous noise, such as traffic on a major highway. Several rating scales have been developed to analyze the adverse effects of community noise on people. Since environmental noise fluctuates over time, these scales consider that the effects of noise on people are largely dependent upon the total acoustical energy content of the noise, as well as the time of day when the noise occurs. Those that are applicable to this analysis are as follows:

**Leq:** An Leq, or equivalent energy noise level, is the average acoustic energy content of noise for a stated period of time. Thus, the Leq of a time-varying noise and that of a steady noise are the same if they deliver the same acoustic energy to the ear during exposure. For evaluating community impacts, this rating scale does not vary, regardless of whether the noise occurs during the day or the night.

**Lmax:** The maximum instantaneous noise level experienced during a given period of time.

**Lmin:** The minimum instantaneous noise level experienced during a given period of time.

**CNEL:** The Community Noise Equivalent Level (CNEL) is a 24-hour average Leq with a 5 dBA “weighting” during the hours of 7:00 P.M. to 10:00 P.M. and a 10 dBA “weighting” added to noise during the hours of 10:00 p.m. to 7:00 a.m. to account for noise sensitivity in the evening and nighttime, respectively. The logarithmic effect of these additions is that a constant 60 dBA 24 hour Leq would result in a CNEL of 66.7 dBA.

Noise environments and consequences of human activities are usually well represented by median noise levels during the day, night, or over a 24-hour period. For residential uses, environmental noise levels are generally considered low when the CNEL is below 60 dBA, moderate in the 60- to 70-dBA range, and high above 70 dBA. Frequent exposure to noise levels greater than 85 dBA over time can cause temporary or permanent hearing loss. Examples of low daytime levels are isolated, natural settings with noise levels as low as 20 dBA and quiet suburban residential streets with noise levels around 40 dBA.

It is widely accepted that in the community noise environment the average healthy ear can barely perceive CNEL noise level changes of 3 dBA. CNEL changes from 3 to 5 dBA may be

noticed by some individuals who are extremely sensitive to changes in noise. A 5 dBA CNEL increase is readily noticeable to most people, while the human ear perceives a 10 dBA CNEL increase as a doubling of sound. However, there is no direct correlation between increasing or even doubling noise-generating uses and what is detectable by the human ear as an increase in noise level.

The human ear perceives a 10 dB(A) increase in sound level to be a doubling of sound volume, but doubling the sound energy (i.e., the noise-generating activity) only results in a 3 dB(A) increase in sound. This means that a doubling of sound wave energy (e.g., doubling the volume of traffic on a roadway) would result in a barely perceptible change in sound level to the human ear. Thus, relatively sizeable increases in baseline noise generation are not necessarily perceived as significant noise increases by the human ear.

Noise levels from a particular source generally decline as distance to the receptor increases. Other factors, such as the weather and reflective barriers, also help intensify or reduce the noise level at any given location. A commonly used rule of thumb for roadway noise is that for every doubling of distance from the source (assume a starting point of 50 feet), the noise level is reduced by about 3 dBA at acoustically “hard” locations (i.e., the area between the noise source and the receptor is nearly complete asphalt, concrete, hard-packed soil, or other solid materials) and 4.5 dBA at acoustically “soft” locations (i.e., the area between the source and receptor is normal earth or has vegetation, including grass). Noise from stationary or point sources is reduced by about 6 to 7.5 dBA for every doubling of distance at acoustically hard and soft locations, respectively. Noise levels are also generally reduced by about 1 dBA for each 1,000 feet of distance due to air absorption. Noise levels may also be reduced by intervening structures. Generally, a single row of buildings between the receptor and the noise source reduces the noise level by about 5 dBA, while a solid wall or berm can reduce noise levels by 5 to 10 dBA. The normal noise attenuation within residential structures with open windows is about 17 dBA, while the noise attenuation with closed windows is about 25 dBA. The exterior-to-interior reduction of newer homes and office buildings can be more than 30 dBA, depending on construction materials and methods used.

### **City Noise Standards**

The City of Garden Grove maintains a comprehensive Noise Ordinance within its *Municipal Code* that establishes citywide interior and exterior noise level standards. The City has adopted a number of policies that are directed at controlling or mitigating environmental noise effects. The City’s Noise Ordinance (*Municipal Code* Section 8.47, Noise Control,) establishes daytime and nighttime noise standards; refer to Table 4.12-1, Garden Grove Noise Ordinance Standards.

**TABLE 4.12-1 GARDEN GROVE NOISE ORDINANCE STANDARDS**

Land Use Designation		Ambient Base Noise Level (dBA)	Time of Day
Sensitive Uses	Residential Use	55	7:00 AM – 10:00 PM
		50	10:00 PM – 7:00 AM
Conditionally Sensitive Uses	Institutional Use	65	Any Time
	Office-Professional Use	65	Any Time
	Hotels and Motels	65	Any Time
Non-Sensitive Uses	Commercial Uses	70	Any Time
	Commercial/Industrial Uses within 150 feet of Residential Uses	65	7:00 AM – 10:00 PM
		50	10:00 PM – 7:00 AM
	Industrial Uses	50	Any Time
Sources: Pomeroy Environmental Services (September 2016) General Plan Noise Element, Table 7-2; and City of Garden Grove, Municipal Code, Section 8.47, Noise Control, 2005.			

The ordinance is designed to control unnecessary, excessive and annoying sounds generated from a stationary source impacting an adjacent property. It differentiates between environmental and nuisance noise. Environmental noise is measured under a time average period while nuisance noise cannot exceed the established Noise Ordinance levels at any time. At the boundary line between a residential property and a commercial and manufacturing property, the noise level of the quieter zone is required to be used pursuant to the residential use standards.

*Municipal Code* Section 8.47.060, Special Noise Sources, also includes the following provisions for construction activities:

*(d) Construction of Buildings and Projects. It shall be unlawful for any person within a residential area, or within a radius of 500 feet there from, to operate equipment or perform any outside construction or repair work on buildings, structures, or projects, or to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction type device between the hour of 10:00 p.m. of one day and 7:00 a.m. of the next day in such a manner that a person of normal sensitiveness, as determined utilizing the criteria established in Section 8.47.050(a), is caused discomfort or annoyance unless such operations are of an emergency nature.*

*Municipal Code* Section 8.47.050, General Noise Regulation includes the following noise disturbance criteria:

*(a) Noise Disturbance Criteria. It shall be unlawful for any person to willfully make, continue, or cause to be made or continued, any loud, unnecessary, or unusual noise that disturbs the peace or quiet of any neighborhood, or that causes discomfort or annoyance to any person of normal sensitiveness.*

Section 8.47.050 also includes the criteria that is to be used in determining whether a violation of the provisions of the section exists and criteria for the duration of noise.

## **Existing Noise Levels**

To identify the existing ambient noise levels in the general vicinity of the project site, noise measurements were taken with a 3M SoundPro SP DL-1 sound level meter, which conforms to industry standards set forth in ANSI S1.4-1983 (R2006) – Specification for Sound Level Meters/Type 1. This noise meter also meets and exceeds the requirements of a sound level meter defined in *Municipal Code* Section 8.47.020. This instrument was calibrated and operated according to the manufacturer's written specifications. At the measurement sites, the microphone was placed at a height of approximately five feet above grade. The measured noise levels are shown in *Table 4.12-2, Existing Ambient Daytime Noise Levels*. See Appendix E for a graphic illustrating the noise measurement locations. The measured noise levels are consistent with the Noise Element's normally acceptable range for residential uses.

**TABLE 4.12-2 EXISTING AMBIENT DAYTIME NOISE LEVELS**

No.	Location	Primary Noise Sources	Noise (dBA) <sup>a</sup>		
			Leq	Lmin	Lmax
1	Near the southwestern boundary of the project site fronting 11 <sup>th</sup> St.	Traffic/pedestrians along 11 <sup>th</sup> St., light gardening in distance.	52.7	44.2	65.9
2	Near the northeast corner of the project site, on surface parking.	Traffic/pedestrians along 11 <sup>th</sup> St., light parking activity.	50.5	44.7	68.0
Source: Pomeroy Environmental Services (September 2016)					
Notes: Noise measurements were taken on August 9, 2016 at each location for a duration of 15 minutes. See Appendix E for noise measurement data.					

## **Construction Noise Impacts**

Construction of the proposed project would require the use of heavy equipment for demolition, grading and site preparation, the installation of utilities, architectural coatings, paving, and building construction. During each construction phase there would be a different mix of equipment operating and noise levels would vary based on the amount of equipment in operation and the location of each activity. The U.S. Environmental Protection Agency (USEPA) has compiled data regarding the noise generating characteristics of specific types of construction equipment and typical construction activities. The data pertaining to the types of construction equipment and activities that would occur at the project site are presented in *Table 4.12-3, Noise Range of Typical Construction Equipment*, and *Table 4.12-4, Typical Outdoor Construction Noise Levels*, respectively, at a distance of 50 feet from the noise source (i.e., reference distance).

The noise levels shown in *Table 4.12-3* represent composite noise levels associated with typical construction activities, which take into account both the number of pieces and spacing of heavy construction equipment that are typically used during each phase of construction. As shown, construction noise during the heavier initial periods of construction is presented as 86 dBA Leq when measured at a reference distance of 50 feet from the center of construction activity. These noise levels would diminish rapidly with distance from the construction site at a rate of approximately 6 dBA per doubling of distance. For example, a noise level of 84 dBA Leq

measured at 50 feet from the noise source to the receptor would reduce to 78 dBA Leq at 100 feet from the source to the receptor, and reduce by another 6 dBA Leq to 72 dBA Leq at 200 feet from the source to the receptor. Thus, construction activities associated with the proposed project would be expected to generate noise levels consistent with these estimates at the surrounding uses.

**TABLE 4.12-3 NOISE RANGE OF TYPICAL CONSTRUCTION EQUIPMENT**

Construction Equipment	Noise Level in dBA Leq at 50 Feet <sup>1</sup>
Front Loader	73-86
Trucks	82-95
Cranes (moveable)	75-88
Cranes (derrick)	86-89
Vibrator	68-82
Saws	72-82
Pneumatic Impact Equipment	83-88
Jackhammers	81-98
Pumps	68-72
Generators	71-83
Compressors	75-87
Concrete Mixers	75-88
Concrete Pumps	81-85
Back Hoe	73-95
Tractor	77-98
Scraper/Grader	80-93
Paver	85-88
Source: United States Environmental Protection, Noise from Construction Equipment and Operations, Building Equipment and Home Appliances, PB 206717, 1971.	
Notes:	
1. Machinery equipped with noise control devices or other noise-reducing design features does not generate the same level of noise emissions as that shown in this table.	

**TABLE 4.12-4 TYPICAL OUTDOOR CONSTRUCTION NOISE LEVELS**

Construction Phase	Noise Levels at 50 Feet with Mufflers (dBA Leq)	Noise Levels at 60 Feet with Mufflers (dBA Leq)	Noise Levels at 100 Feet with Mufflers (dBA Leq)	Noise Levels at 200 Feet with Mufflers (dBA Leq)
Ground Clearing	82	80	76	70
Excavation, Grading	86	84	80	74
Foundations	77	75	71	65
Structural	83	81	77	71
Finishing	86	84	80	74
Source: United States Environmental Protection Agency, Noise from Construction Equipment and Operations, Building Equipment and Home Appliances, PB 206717, 1971.				

The nearest sensitive receptors to the project site are residential uses located immediately adjacent to the west, east and south, and The Islamic Society of Orange County and the Orange Crescent School to the northwest. Multi-family residences are located approximately 35 and 45 feet to the east and west, respectively. Single-family residences are located approximately 50 feet to south on the south side of 11<sup>th</sup> Street. The Islamic Society of Orange County and Orange Crescent School are located approximately 190 feet and 65 feet to the northwest, respectively.

It should be noted that any increase in noise levels at off-site receptors during construction of the proposed project would be temporary in nature, and would not generate continuously high noise levels, although occasional single-event disturbances from construction are possible. In addition, the construction noise during the heavier initial periods of construction (i.e., grading work) would typically be reduced in the later construction phases (i.e., interior building construction at the proposed buildings) as the physical structure of the proposed project would break the line-of-sight noise transmission from the construction areas to the nearby receptors.

The City does not have specific limitation on construction noise levels. Instead, construction noise is regulated by limiting construction activity to the less noise sensitive daytime hours. Specifically, proposed project construction and other noise-generating activities would occur at the project site between the hours of 7:00 AM and 10:00 PM in accordance with the City's Noise Ordinance (*Municipal Code* Section 8.47.060 Special Noise Sources (D)). As the City permits construction related noise to occur during these hours, for the purpose of this analysis, the proposed project's construction activities are assumed to result in less than significant impacts if construction related activities occur between 7:00 AM and 10:00 PM. The proposed project would comply with the City's Noise Ordinance and therefore impacts with respect to construction noise would be less than significant. However, Mitigation Measure NOI-1 has been included to ensure construction noise levels remain at less than significant levels.

## **OPERATIONAL NOISE IMPACTS**

On-site operational noise would be generated by heating, ventilation, and air conditioning (HVAC) equipment installed for the new residences. However, the noise levels generated by these equipment types are not anticipated to be substantially greater than those generated by the current HVAC equipment serving the existing in the project vicinity. As such, the HVAC equipment associated with the proposed project would not represent a new source of noise in the project vicinity. In addition, the operation of any on-site stationary sources of noise would also be required to comply with the *Municipal Code* Section 8.47.060(C), which states it shall be unlawful for any person to operate any machinery, equipment, pump, fan, air conditioning apparatus, or similar mechanical device in any manner so as to create any noise that would cause the noise level at the property line of any property to exceed either the ambient base noise level or the actual measured ambient noise level by more than five decibels. As such, on-site operational noise impacts would be less than significant.

In addition, on-site residences would not be adversely impacted by elevated ambient urban noise levels as the proposed project would be constructed to meet and exceed Title 24 insulation standards of the *California Code of Regulations* for residential buildings, which serves to provide an acceptable interior noise environment for sensitive uses. Specifically, as required

by Title 24, the proposed project would be designed and constructed to ensure interior noise levels would be at or below a CNEL of 45 dBA in any habitable room. Given the existing measured noise levels of up to 52 dBA in the vicinity and the approximate 25 to 30 dBA exterior-to-interior noise reduction for new residential construction,<sup>4</sup> standard construction methods and materials would achieve interior noise levels at or below 45 dBA. As such, impacts associated with interior noise levels at the proposed residences would be less than significant.

### **MITIGATION MEASURES**

NOI-1 During construction, the Applicant and/or Construction Contractor shall ensure that the following construction best management practices are implemented:

- Provide advance notification to adjacent property owners and post notices around the boundaries of the project site with information detailing the schedule of construction activities.
- All construction equipment with a high noise-generating potential, including all equipment powered by internal combustion engines, must be muffled or equipped with other State required noise attenuation devices.
- Machinery, including motors, must be turned off when not in use.
- All noise-generating construction equipment and construction staging areas must be placed away from noise-sensitive uses, where feasible.
- Construction activities shall not take place between the hours of 10:00 PM and 7:00 AM Monday through Saturday, or at any time on Sunday or a federal holiday.
- Additional noise attenuation measures must be implemented to the extent feasible, which may include, without limitation, additional noise barriers and/or noise blankets.

### **B. WOULD THE PROJECT RESULT IN EXPOSURE OF PERSONS TO OR GENERATION OF EXCESSIVE GROUNDBORNE VIBRATION OR GROUNDBORNE NOISE LEVELS?**

#### **LESS THAN SIGNIFICANT IMPACT**

Construction activities for the proposed project have the potential to generate low levels of groundborne vibration. The operation of construction equipment generates vibrations that propagate through the ground and diminishes in intensity with distance from the source. Vibration impacts can range from no perceptible impacts at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage of buildings at the highest levels. The construction activities could have an adverse impact on both sensitive structures (i.e., building damage) and people (i.e., annoyance).

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<sup>4</sup> Title 24 Part 6: California's Energy Efficiency Standards for Residential and Nonresidential Buildings requires substantial building insulation and windows that reduces exterior to interior noise transmission.



In terms of construction impacts on buildings, the City has not adopted policies or guidelines relative to groundborne vibration. Consequently, the Federal Transit Administration (FTA) and California Department of Transportation's (Caltrans) vibration standards for buildings are used to evaluate potential construction impacts. Based on the FTA and Caltrans criteria, construction impacts relative to groundborne vibration would be significant if the following were to occur:<sup>5</sup>

- proposed project construction activities would cause a PPV groundborne vibration level to exceed 0.5 inches per second at any building that is constructed with reinforced-concrete, steel, or timber;
- proposed project construction activities would cause a PPV groundborne vibration level to exceed 0.3 inches per second at any engineered concrete and masonry buildings;
- proposed project construction activities would cause a PPV groundborne vibration level to exceed 0.2 inches per second at any non-engineered timber and masonry buildings; or
- proposed project construction activities would cause a PPV ground-borne vibration level to exceed 0.12 inches per second at any historical building or building that is extremely susceptible to vibration damage.

In addition, the City has not adopted any thresholds associated with human annoyance for groundborne vibration impacts. Therefore, this analysis uses the FTA's vibration impact thresholds for human annoyance. These thresholds include 80 VdB at residences and buildings where people normally sleep (e.g., nearby residences) and 83 VdB at institutional buildings, which includes schools and churches. No thresholds have been adopted or recommended for commercial and office uses.

*Table 4.12-5, Vibration Source Levels for Construction Equipment* identifies various PPV and RMS velocity (in VdB) levels for the types of construction equipment that would operate at the project site during construction. As shown in *Table 4.12-5*, vibration velocities could range from 0.003 to 0.089 inch/sec PPV at 25 feet from the source activity, with corresponding vibration levels ranging from 58 VdB to 87 VdB at 25 feet from the source activity, depending on the type of construction equipment in use.

With respect to construction vibration impacts upon existing off-site structures, there are no historical buildings or buildings that are extremely susceptible to vibration damage within 25 feet of proposed heavy construction activity. As shown in *Table 4.12-5*, at distances beyond 25 feet from the project site boundary, construction vibration levels would not exceed 0.089 PPV.

As previously discussed, the most restrictive threshold for building damage from vibration is 0.12 PPV for historic buildings and buildings that are extremely susceptible to vibration damage, and the least restrictive threshold is 0.5 PPV at any building that is constructed with reinforced-concrete, steel, or timber. As maximum off-site vibration levels at existing structures would not have the potential to exceed 0.089 PPV, the proposed project's construction activities

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5 Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*, May 2006; and California Department of Transportation, *Transportation- and Construction-Induced Vibration Guidance Manual*, June 2004.

would not exceed the thresholds of significance for building damage from vibration. As such, impacts with respect to building damage upon off-site structures would be less than significant.

**TABLE 4.12-5 VIBRATION SOURCE LEVELS FOR CONSTRUCTION EQUIPMENT**

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Caisson Drilling	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Loaded Trucks	0.076	0.027	0.020	0.015	0.010	86	77	75	72	68
Jackhammer	0.035	0.012	0.009	0.007	0.004	79	70	68	65	61
Small Bulldozer	0.003	0.001	0.0008	0.0006	0.0004	58	49	47	44	40
Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment, Final Report, 2006.										
Note: in/sec = inches per second										

In terms of human annoyance resulting from vibration generated during construction, the nearest sensitive receptors to the project site are residential uses located immediately adjacent to the west, east and south, and The Islamic Society of Orange County and the Orange Crescent School to the northwest. Multi-family residences are located approximately 35 and 45 feet to the east and west, respectively. Single-family residences are located approximately 50 feet to south on the south side of 11th Street. The Islamic Society of Orange County and Orange Crescent School are located approximately 190 feet and 65 feet to the northwest, respectively. Based on the data in *Table 4.12-5*, uses within 40 feet of the project site could experience vibration levels that reach the 80 VdB residential annoyance threshold. The uses beyond 40 feet would experience vibration levels below the 80 VdB residential annoyance threshold and the 83 VdB institutional annoyance threshold. For receptors within 40 feet, proposed project construction, including ground clearing, grading, structural, and other vibration-generating activities would occur at the project site between the hours of 7:00 AM and 10:00 PM in accordance with the City's Noise Ordinance. As the City permits construction to occur during these hours, for the purpose of this analysis, the proposed project's construction activities are assumed to result in less than significant impacts if construction related activities occur between 7:00 AM and 10:00 PM. The proposed project would comply with the City's Noise Ordinance and therefore impacts with respect to construction vibration would be less than significant.

## **MITIGATION MEASURES**

No mitigation measures are required.

## **C. WOULD THE PROJECT RESULT IN A SUBSTANTIAL PERMANENT INCREASE IN AMBIENT NOISE LEVELS IN THE PROJECT VICINITY ABOVE LEVELS EXISTING WITHOUT THE PROJECT?**

### **LESS THAN SIGNIFICANT IMPACT**

The noise level generated by the normal operations of the 10 residential units would not result in a significant increase in the ambient noise levels, nor impact the sensitive receptors near the

project site. Noise that is typical of residential areas includes children playing, pets, amplified music, mechanical equipment, car repair, and home repair. Noise from residential stationary sources would primarily occur during the daytime activity hours and would be less than significant.

Implementation of the proposed project would result in additional traffic (67 daily trips) on adjacent roadways, thereby increasing vehicular noise in the vicinity of existing and proposed land uses. However, due to the low volume of project-related trips that would be added to the local roadway network, there would not be an increase in traffic noise levels. Since the proposed project would not increase noise levels along the roadway segments analyzed, a less than significant impact would occur. Thus, the cumulative traffic associated with the proposed project would not be great enough to result in a measurable or perceptible increase in traffic noise (it typically requires a doubling of traffic volumes to increase the ambient noise levels to 3.0 dBA or greater per the Federal Highway Administration<sup>6</sup>). As a result, the traffic noise impacts resulting from the proposed project's occupancy are deemed to be less than significant.

The proposed project would be required to adhere to all pertinent City noise regulations. Therefore, impacts in this regard are less than significant.

#### ***MITIGATION MEASURES***

No mitigation measures are required.

#### **D. WOULD THE PROJECT RESULT IN A SUBSTANTIAL TEMPORARY OR PERIODIC INCREASE IN AMBIENT NOISE LEVELS IN THE PROJECT VICINITY ABOVE THE LEVELS EXISTING WITHOUT THE PROJECT?**

##### ***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Responses 4.12.A through 4.12.C.

#### ***MITIGATION MEASURES***

Refer to Mitigation Measure NOI-1. No additional mitigation measures are required.

#### **E. FOR A PROJECT LOCATED WITHIN AN AIRPORT LAND USE PLAN OR, WHERE SUCH A PLAN HAS NOT BEEN ADOPTED, WITHIN TWO MILES OF A PUBLIC AIRPORT OR PUBLIC USE AIRPORT, WOULD THE PROJECT EXPOSE PEOPLE RESIDING OR WORKING IN THE PROJECT AREA TO EXCESSIVE NOISE LEVELS?**

##### ***NO IMPACT***

The project site is not located within an airport land use plan or within two miles of an airport. The nearest military airport is the Los Alamitos Joint Forces Training Base, located approximately 5.25 miles northwest south of the project site. The nearest public airports are the Fullerton Municipal Airport and the Long Beach Airport, located approximately 8 miles north

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<sup>6</sup> Source: United States Department of Transportation, Federal Highway Administration website [https://www.fhwa.dot.gov/environment/noise/regulations\\_and\\_guidance/polguide/polguide02.cfm](https://www.fhwa.dot.gov/environment/noise/regulations_and_guidance/polguide/polguide02.cfm); accessed February 11, 2017.

and 12 miles northwest of the project site, respectively. In addition, the proposed multi-family residential uses are not in close proximity to a private airport. Implementation of the proposed project would not expose people residing or working on the project site to excessive noise impacts from a public or private airport. Therefore, no impacts would occur in this regard.

***MITIGATION MEASURES***

No mitigation measures are required.

**F. FOR A PROJECT WITHIN THE VICINITY OF A PRIVATE AIRSTRIP, WOULD THE PROJECT EXPOSE PEOPLE RESIDING OR WORKING IN THE PROJECT AREA TO EXCESSIVE NOISE LEVELS?**

***NO IMPACT***

Refer to Response 4.12.E.

***MITIGATION MEASURES***

No mitigation measures are required.

#### **4.13. POPULATION AND HOUSING**

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			✓	
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			✓	

#### **Sources Cited in Section 4.13**

City of Garden Grove, *Garden Grove General Plan*, August 2008.

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

State of California Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011-2015, With 2010 Benchmark*, May 1, 2015.

Southern California Association of Governments, *2012-2035 Regional Transportation Plan, Sustainable Communities Strategy Towards a Sustainable Future Growth Forecast Appendix*, Adopted April 2012.

#### **A. WOULD THE PROJECT INDUCE SUBSTANTIAL POPULATION GROWTH IN AN AREA, EITHER DIRECTLY (FOR EXAMPLE, BY PROPOSING NEW HOMES AND BUSINESSES) OR INDIRECTLY (FOR EXAMPLE, THROUGH EXTENSION OF ROADS OR OTHER INFRASTRUCTURE)?**

##### **LESS THAN SIGNIFICANT IMPACT**

The project proposes to demolish the two on-site residential units and construct a 10-unit apartment project on the 0.44-acre project site, which would result in a direct growth of the City's permanent population by approximately 40 persons, based on an average of 3.76 people per household<sup>7</sup>. This population forecast would represent approximately 0.02 percent growth over the City's existing 2015 population of approximately 174,774 persons.<sup>8</sup> SCAG is the responsible agency for developing and adopting regional housing and population forecasts for local Orange County governments, among other counties, and provides population projection estimates in five-year increments from 2005 to 2035. SCAG projects that the City's population will be 180,300 persons<sup>9</sup> in 2035. Thus, the proposed project is within SCAG's 2035 population forecast for the City. Additionally, the small increase in residential units and population is

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<sup>7</sup> State of California Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011-2015, With 2010 Benchmark*, May 1, 2015.

<sup>8</sup> *Ibid.*

<sup>9</sup> Southern California Association of Governments, *2012-2035 Regional Transportation Plan, Sustainable Communities Strategy Towards a Sustainable Future Growth Forecast Appendix*, Adopted April 2012.

consistent with the growth projections in the *Garden Grove General Plan Environmental Impact Report*, which forecasted the City's population to be approximately 196,397 persons in 2030. Therefore, the proposed project is within the City's 2030 population forecast. Also, the increase in residential units and population is consistent with the City's recently adopted and certified *2014-2021 Housing Element*.

In conclusion, implementation of the proposed project would not induce substantial population growth within the City either directly or indirectly, resulting in less than significant impacts.

#### **MITIGATION MEASURES**

No mitigation measures are required.

#### **B. WOULD THE PROJECT DISPLACE SUBSTANTIAL NUMBERS OF EXISTING HOUSING, NECESSITATING THE CONSTRUCTION OF REPLACEMENT HOUSING ELSEWHERE?**

##### **LESS THAN SIGNIFICANT IMPACT**

The project proposes to demolish the two on-site residential units that are currently vacant and unoccupied, and construct a 10-unit apartment project on the 0.44-acre project site. Thus, there would be no displacement of existing housing or the need to construct replacement housing elsewhere. No impacts would occur in this regard. There would be a displacement of two residential housing units (ownership or rental), but not the need to construct replacement housing elsewhere, as there is sufficient housing supply in the City. In 2015, the California Department of Finance reported 27,317<sup>10</sup> single-family detached homes in the City. Thus, the small decrease of two homes represents 0.007 percent of the City's total. The proposed project would displace up to eight residents, but this would not require the construction of replacement housing elsewhere in the City, given the available housing stock (rental and for-sale) and that the proposed project would be providing 10 units in the City.

#### **MITIGATION MEASURES**

No mitigation measures are required.

#### **C. WOULD THE PROJECT DISPLACE SUBSTANTIAL NUMBERS OF PEOPLE, NECESSITATING THE CONSTRUCTION OF REPLACEMENT HOUSING ELSEWHERE?**

##### **LESS THAN SIGNIFICANT IMPACT**

Refer to Response 4.13.B.

#### **MITIGATION MEASURES**

No mitigation measures are required.

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<sup>10</sup> Source: California Department of Finance E-5 City/County Population and Housing Estimates, January 1, 2015.

#### 4.14. PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			✓	
2) Police protection?			✓	
3) Schools?		✓		
4) Parks?		✓		
5) Other public facilities?				✓

#### Sources Cited in Section 4.14

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

City of Garden Grove, *Municipal Code* Chapter 8.32 Fire Code

City of Garden Grove, *Municipal Code* Title 9, Chapter 9.40

**A. WOULD THE PROJECT RESULT IN SUBSTANTIAL ADVERSE PHYSICAL IMPACTS ASSOCIATED WITH THE PROVISION OF NEW OR PHYSICALLY ALTERED GOVERNMENTAL FACILITIES, NEED FOR NEW OR PHYSICALLY ALTERED GOVERNMENTAL FACILITIES, THE CONSTRUCTION OF WHICH COULD CAUSE SIGNIFICANT ENVIRONMENTAL IMPACTS, IN ORDER TO MAINTAIN ACCEPTABLE SERVICE RATIOS, RESPONSE TIMES OR OTHER PERFORMANCE OBJECTIVES FOR ANY OF THE PUBLIC SERVICES:**

**1. FIRE PROTECTION?**

**LESS THAN SIGNIFICANT IMPACT**

The Garden Grove Fire Department (GGFD) provides fire and emergency services to the project site. The GGFD operates seven fire stations within its service area. The nearest station to the project site is Garden Grove Fire Department Station 7 at 14162 Forsyth Lane, which is located 0.20 miles northeast of the project site.

Implementation of the proposed project could potentially result in additional demand for fire protection and emergency medical services, including possible additional wear on fire equipment and increased use of medical supplies. The GGFD has 92 sworn firefighters that serve a community of over 175,000 people year-round. This translates into a service ratio of 0.53 firefighters per 1,000 residents. The proposed project would result in an increase in the local population by 40 residents. This increase would not result in a measurable change in the service ratio or calls for service by the GGFD.

The proposed project would be required to comply with the *Garden Grove Municipal Code* Chapter 18.32, Fire Code, as applicable. In addition, the GGFD reviews all new development plans, and the proposed project would be required to conform to all fire protection and prevention requirements, including, but not limited to, building setbacks, emergency access, the availability of fire hydrants, use of interior sprinklers, and adequate water pressure. Any conditions of approval required by the GGFD would be incorporated into the applicable plans prior to the issuance of building permits. Thus, implementation of the proposed project would result in less than significant impacts to fire protection services.

#### **MITIGATION MEASURES**

No mitigation measures are required.

### **2. POLICE PROTECTION?**

#### **LESS THAN SIGNIFICANT IMPACT**

The Garden Grove Police Department (GGPD) provides law enforcement services to the City. The GGPD operates from a central facility located in the Civic Center complex at 11301 Acacia Parkway.

No road closures are anticipated during project construction. As such, police service in the project vicinity would not be interrupted during project construction. The GGPD has 159 sworn members that serve a community of over 175,000 people year-round. This translates into a service ratio of 0.91 police officers per 1,000 residents. The proposed project would result in an increase in the local population by 40 residents. This increase would not result in a measurable change in the service ratio or calls for service by the GGPD.

The proposed site plan and other required improvements must be reviewed by the GGPD. Any conditions of approval required by the GGFD would be incorporated into the applicable plans prior to the issuance of building permits. Thus, implementation of the proposed project would result in less than significant impacts to police protection services.

#### **MITIGATION MEASURES**

No mitigation measures are required.

### **3. SCHOOLS?**

#### **LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

The Garden Grove Unified School District (GGUSD) oversees the elementary, middle/intermediate, and high schools within Garden Grove. The closest schools to the project site are Hill Elementary, Jordan Intermediate, and Bolsa Grande High.

The proposed project includes the construction of 10 apartment units, which is estimated to generate two elementary school students, 1 intermediate school student, and 1 high school



students for a total of four students.<sup>11</sup> In order to maintain adequate classroom seating and facilities standards, individual development projects would be required to pay statutory fees in place at the time to GGUSD in order to compensate for the impacts of development on school capacities.

Pursuant to SB 50, payment of fees to the School Districts is considered full mitigation for project impacts, including impacts related to the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, or other performance objectives for schools. Therefore, the Applicant would be required to pay statutory fees (Mitigation Measure PS-1), reducing impacts to a less than significant level.

#### **MITIGATION MEASURES**

PS-1 The Applicant shall pay all applicable Development Impact Fees to the Garden Grove Union High School District. Proof of fee payment shall be provided to the City of Garden Grove prior to the issuance of building permits.

#### **4. PARKS?**

##### **LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

The City requires new residential development to dedicate land and/or pay fees for the purposes of providing park and recreation facilities in accordance with *Garden Grove Municipal Code* Title 9, Chapter 9.40, Section 9.40.140. Dedication and/or payment of the applicable fees (Mitigation Measures PS-2) would reduce potential impacts to a less than significant level.

#### **MITIGATION MEASURES**

PS-2 The Applicant shall pay applicable In-Lieu Park Fees to the City of Garden Grove prior to the issuance of building permits.

#### **5. OTHER PUBLIC FACILITIES?**

##### **NO IMPACT**

The project site is in a developed area, currently served by the City of Garden Grove. The proposed project would not require the construction of any new facilities or alteration of any existing facilities or cause a decline in the levels of service, which could cause the need to construct new facilities. Therefore, no impacts would occur in this regard.

#### **MITIGATION MEASURES**

No mitigation measures are required.

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11 Source: *Garden Grove General Plan Environmental Impact Report* Table 4.14-2. Elementary school generation factor 0.153; intermediate school generation factor 0.026; and high school generation factor 0.044.

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## 4.15. RECREATION

	Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		✓		
b.	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?		✓		

### Sources Cited in Section 4.15

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

City of Garden Grove, *Municipal Code* Title 9, Chapter 9.40

#### A. WOULD THE PROJECT INCREASE THE USE OF EXISTING NEIGHBORHOOD AND REGIONAL PARKS OR OTHER RECREATIONAL FACILITIES SUCH THAT SUBSTANTIAL PHYSICAL DETERIORATION OF THE FACILITY WOULD OCCUR OR BE ACCELERATED?

##### **LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Implementation of the proposed project would increase the use of park facilities located within the City, as the proposed project would construct 10 apartment units and generate approximately 40 new residents.

The nearest City public park is Garden Grove Park at 9301 Westminster Avenue, which is 0.60-miles northwest of the project site. The increase in residential units and population is consistent with the growth projections in the *Garden Grove General Plan* and no additional impacts beyond those identified in the *Garden Grove General Plan Environmental Impact Report* would occur with implementation of the proposed project. Therefore, the population increase associated with the proposed project would not significantly impact the use of the City's existing parks and/or other recreational facilities. However, the proposed project would be required to dedicate land and/or pay fees for the purpose of providing park and recreation facilities in accordance with *Garden Grove Municipal Code* Title 9, Chapter 9.40, Section 9.40.140 (Mitigation Measure PS-2). Thus, while the proposed project's population increase would increase the use of parks and other recreational facilities in the City, these impacts are considered less than significant.

##### **MITIGATION MEASURES**

Refer to Mitigation Measure PS-2. No additional mitigation measures are required.

**B. DOES THE PROJECT INCLUDE RECREATIONAL FACILITIES OR REQUIRE THE CONSTRUCTION OR EXPANSION OF RECREATIONAL FACILITIES WHICH MIGHT HAVE AN ADVERSE PHYSICAL EFFECT ON THE ENVIRONMENT?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Refer to Response 4.15.A.

***MITIGATION MEASURES***

Refer to Mitigation Measure PS-2. No additional mitigation measures are required.

#### **4.16. TRANSPORTATION/TRAFFIC**

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			✓	
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			✓	
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✓	
e. Result in inadequate emergency access?			✓	
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			✓	

#### **Sources Cited in Section 4.16**

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

Institute of Transportation Engineers, *2012 ITE Trip Generation Manual*, 9th Edition.

Orange County Transportation Authority, *2014 Long Range Transportation Plan*, September 12, 2014.

#### **A. WOULD THE PROJECT CONFLICT WITH AN APPLICABLE PLAN, ORDINANCE OR POLICY ESTABLISHING MEASURES OF EFFECTIVENESS FOR THE PERFORMANCE OF THE CIRCULATION SYSTEM, TAKING INTO ACCOUNT ALL MODES OF TRANSPORTATION INCLUDING MASS TRANSIT AND NON-MOTORIZED TRAVEL AND RELEVANT COMPONENTS OF THE CIRCULATION SYSTEM, INCLUDING BUT NOT LIMITED TO INTERSECTIONS, STREETS, HIGHWAYS AND FREEWAYS, PEDESTRIAN AND BICYCLE PATHS, AND MASS TRANSIT?**

#### **LESS THAN SIGNIFICANT IMPACT**

To calculate trips forecast to be generated by the proposed project, Institute of Transportation Engineers (ITE) trip generation rates were utilized. The table below summarizes the ITE trip generation rates used to calculate the number of trips forecast to be generated by the proposed project.

Land Use (ITE Code)	Units	AM Peak Hour Rates			PM Peak Hour Rates			Daily Trip Rates
		In	Out	Total	In	Out	Total	
Apartment (220)	Dwelling Unit	0.10	0.41	0.51	0.40	0.22	0.62	6.65
Source: 2012 ITE Trip Generation Manual, 9th Edition.								

The proposed project would remove the two existing residential units and construct a 10-unit apartment complex. As shown in *Table 4.16-1*, the proposed project would generate a total of 67 daily trips with 5 in the AM peak hour and 6 in the PM peak hour.

**TABLE 4.16-1 PROPOSED PROJECT TRIP GENERATION**

Land Use	AM Peak Hour Trips			PM Peak Hour Trips			Daily Trips
	In	Out	Total	In	Out	Total	
10 Apartment Units	1	4	5	4	2	6	67
<i>Project Total</i>	1	4	5	4	2	6	67

Table 5.4-10 in the *Garden Grove General Plan Environmental Impact Report* indicates the following intersection levels of service (LOS) closest to the project site for the General Plan buildout scenario:

- Westminster Avenue/Brookhurst Street – LOS C (AM)/LOS C (PM)
- SR22 EB On-Ramp/Off-Ramp & Brookhurst Street – LOS C (AM)/LOS C (PM)
- Trask Ave & SR-22 WB On-Ramp/Off-Ramp Signalized – LOS D (AM)/LOS E (PM)

The traffic volumes fall below the threshold of 50 peak hour trips that have been identified as requiring a project traffic study. Also, the proposed project is an urban infill development that would be effective in reducing overall vehicle miles travelled. Therefore, a full traffic study is not required. In addition, the trips generated by the proposed project have been accounted for in the *Garden Grove General Plan Environmental Impact Report*. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

## **MITIGATION MEASURES**

No mitigation measures are required.

## **B. WOULD THE PROJECT CONFLICT WITH AN APPLICABLE CONGESTION MANAGEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO LEVEL OF SERVICE STANDARDS AND TRAVEL DEMAND MEASURES, OR OTHER STANDARDS ESTABLISHED BY THE COUNTY CONGESTION MANAGEMENT AGENCY FOR DESIGNATED ROADS OR HIGHWAYS?**

### **LESS THAN SIGNIFICANT IMPACT**

The goals of Orange County's *Congestion Management Program (CMP)* are to support regional mobility and air quality objectives by reducing traffic congestion; to provide a mechanism for coordinating land use and development decisions that support the regional economy; and to

determine gas tax fund eligibility. In conformance with Congestion Management Program Meeting CMP Traffic Impact Analysis Requirements, a traffic impact analysis is required for CMP purposes for all proposed developments generating 2,400 or more daily trips. For developments which will directly access a CMP Highway System link, the threshold for requiring a traffic impact analysis is reduced to 1,600 or more trips per day. In the City, the SR-22 Freeway, Valley View Street, Katella Avenue, Harbor Boulevard, and Westminster Avenue are arterials in the CMP Highway System, and the SR-22/Harbor Boulevard and SR-22/Valley View Street intersections are CMP intersections. Westminster Avenue is the closest CMP arterial to the project site.

At buildout, the proposed project is estimated to generate approximately 67 vehicle trips on a daily basis, with 5 trips in the morning peak hour and 6 trips in the evening peak hour. Thus, no additional analysis is required. Impacts would be less than significant in this regard.

### ***MITIGATION MEASURES***

No mitigation measures are required.

### **C. WOULD THE PROJECT RESULT IN A CHANGE IN AIR TRAFFIC PATTERNS, INCLUDING EITHER AN INCREASE IN TRAFFIC LEVELS OR A CHANGE IN LOCATION THAT RESULTS IN SUBSTANTIAL SAFETY RISKS?**

#### ***NO IMPACT***

The nearest military airport is the Los Alamitos Joint Forces Training Base, located approximately 5.25 miles northwest of the project site. The nearest public airports are the Fullerton Municipal Airport and the Long Beach Airport, located approximately 8 miles north and 12 miles northwest of the project site, respectively. Due to the distance and nature of the proposed project, implementation of the proposed project would not result in any change in air traffic patterns or traffic levels. Therefore, no impact would occur in this regard.

### ***MITIGATION MEASURES***

No mitigation measures are required.

### **D. WOULD THE PROJECT SUBSTANTIALLY INCREASE HAZARDS DUE TO A DESIGN FEATURE (E.G., SHARP CURVES OR DANGEROUS INTERSECTIONS) OR INCOMPATIBLE USES (E.G., FARM EQUIPMENT)?**

#### ***LESS THAN SIGNIFICANT IMPACT***

Ingress and egress movements at the site would be facilitated via a single driveway on 11<sup>th</sup> Street. The proposed project would be subject to review and approval by the City of Garden Grove Community Development and Public Works Departments. Access to the project site would be required to comply with all City design standards, which would preclude the potential for dangerous conditions. Further, the proposed multi-family residential development would be similar to existing residential uses in the project area. Thus, impacts would be less than significant in this regard.

## **MITIGATION MEASURES**

No mitigation measures are required.

### **E. WOULD THE PROJECT RESULT IN INADEQUATE EMERGENCY ACCESS?**

#### **LESS THAN SIGNIFICANT IMPACT**

The proposed project provides a single access point on 11<sup>th</sup> Street for ingress and egress movements. Constructed roadways and driveways are required to meet access standards of the Garden Grove Fire Department and the Garden Grove Police Department. Compliance with Garden Grove Fire Department and Garden Grove Police Department requirements would ensure impacts remain less than significant levels.

## **MITIGATION MEASURES**

No mitigation measures are required.

### **F. WOULD THE PROJECT CONFLICT WITH ADOPTED POLICIES, PLANS, OR PROGRAMS REGARDING PUBLIC TRANSIT, BICYCLE, OR PEDESTRIAN FACILITIES, OR OTHERWISE DECREASE THE PERFORMANCE OR SAFETY OF SUCH FACILITIES?**

#### **LESS THAN SIGNIFICANT IMPACT**

##### **Transit**

Public transit service in Garden Grove includes local fixed-route bus service, commuter bus service, and paratransit services. Numerous Orange County Transportation Authority (OCTA) bus routes have stops within the City of Garden Grove, including along Brookhurst Street. The proposed project does not involve any modifications to the roadway system within the project vicinity. As the proposed project consists of a multi-family residential development, minor increased use of the public transportation system could result. However, this increase would not be substantial. OCTA has planned for additional bus ridership in its 2014 *Long Range Transportation Plan*, indicating a growth to 189,407 daily transit trips in 2035 from 133,469 daily transit trips in 2010, and would be able to accommodate additional ridership resulting from the proposed project. Thus, the proposed project is not anticipated to impact the effectiveness or performance of existing transit systems. Impacts would be less than significant in this regard.

##### **Pedestrian and Bicycle Facilities**

Sidewalks for pedestrians are currently provided on 11<sup>th</sup> Street, as well as on surrounding streets, including Brookhurst Street. According to *Garden Grove General Plan Environmental Impact Report* Exhibit 5.15-2, no Class I Bike Trails, Class II Bike Lanes, or Class III Bike Routes are in place in the project area, but future Class II bike lanes are proposed for Westminster Avenue and Brookhurst Street. The proposed project would not significantly impact the effectiveness or performance of existing pedestrian or future bicycle facilities. Thus, impacts would be less than significant in this regard.

## **MITIGATION MEASURES**

No mitigation measures are required.



## 4.17. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			✓	
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		✓		
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g. Comply with federal, state, and local statutes and regulations related to solid waste?			✓	

### Sources Cited in Section 4.17

City of Garden Grove, *Garden Grove General Plan*, August 2008.

City of Garden Grove, *Garden Grove General Plan Environmental Impact Report*, August 2008.

City of Garden Grove, *2015 Urban Water Management Plan*, June 2016.

County Sanitation Districts of Los Angeles County *Table 1, Loadings for Each Class of Land Use*, <http://lacsdc.org/civicax/filebank/blobdload.aspx?blobid=3531>, accessed August 13, 2016.

CalRecycle,  
<http://www.calrecycle.ca.gov/LGCentral/Reports/Viewer.aspx?P=ReportYear%3d2015%26ReportName%3dReportEDRSJurisDisposalByFacility%26OriginJurisdictionIDs%3d173>,  
 accessed August 13, 2016.

### A. WOULD THE PROJECT EXCEED WASTEWATER TREATMENT REQUIREMENTS OF THE APPLICABLE REGIONAL WATER QUALITY CONTROL BOARD?

#### LESS THAN SIGNIFICANT IMPACT

The Garden Grove Sanitation District operates the City's sewer system. The entire system uses gravity flow and the effluent is conveyed to one of several of Orange County Sanitation District's (OCSD) sewer trunk lines. The Orange County Sanitation District (OCSD) is responsible for safely collecting, treating and disposing the wastewater generated by 2.5 million people living in a 479-square-mile area of central and northwest Orange County. The OCSD's system includes approximately 580 miles of sewer lines and two treatment plants located in the Cities of Fountain Valley and Huntington Beach. Through these facilities, OCSD collects,

conveys, treats, and/or reclaims approximately 230 million gallons of wastewater generated daily in its service area. Wastewater from the City's local conveyance system is then conveyed to the OCSD trunk sewers and treated at the OCSD Plant No. 2 located in Huntington Beach. The OCSD Revenue Area 3 serves the City of Buena Park, La Habra, Garden Grove, Anaheim, Cypress, La Palma, Stanton, Los Alamitos, Westminster, and Fountain Valley. All sewage flow from Revenue Area 3 is collected and treated at Treatment Plant No. 2, which is located at 22212 Brookhurst Street, Huntington Beach. The estimated average daily effluent received at Plant No. 2 is 127 million gallons (mgd). This facility currently has a total primary treatment capacity of 168 mgd, with an average daily treatment of approximately 127 mgd. Therefore, there is approximately 41 mgd of excess primary treatment capacity at OCSD Plant No. 2. Plant No. 2 also has 90 mgd of secondary treatment capacity.

The proposed project would generate approximately 1,156 gallons per day of effluent<sup>12</sup>, which is well under the capacity of the aforementioned treatment plants. Thus, there is capacity in OCSD Plant No. 2 to accept wastewater from the proposed project. The increase in wastewater flow from the proposed project would not significantly impact OCSD's treatment plants as it represents a minimal percent of the flow directed to the treatment plant. In addition, no new wastewater facilities would be needed to accommodate the excess effluent generated by the proposed project.

The proposed project would connect to an existing sewer line located along 11<sup>th</sup> Street. The existing sewer lines have sufficient capacity to accommodate the projected flows and adequate sewage collection and treatment are currently available. Therefore, less than significant impacts would occur in this regard.

## **MITIGATION MEASURES**

No mitigation measures are required.

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12 Source: County Sanitation Districts of Los Angeles County Table 1, Loadings for Each Class of Land Use. Five or more units: 156 gallons per day per unit; <http://lacsdc.org/civicax/filebank/blobdload.aspx?blobid=3531>, accessed August 13, 2016.

**B. WOULD THE PROJECT REQUIRE OR RESULT IN THE CONSTRUCTION OF NEW WATER OR WASTEWATER TREATMENT FACILITIES OR EXPANSION OF EXISTING FACILITIES, THE CONSTRUCTION OF WHICH COULD CAUSE SIGNIFICANT ENVIRONMENTAL EFFECTS?**

**LESS THAN SIGNIFICANT IMPACT**

**Wastewater**

Refer to Response 4.17.A.

**Water**

The City's main sources of water supply are groundwater from the Lower Santa Ana River Groundwater Basin and imported water from the Metropolitan Water District of Southern California provided by the Municipal Water District of Orange County. Today, the City relies on 72 percent groundwater and 28 percent imported<sup>13</sup>. It is projected that by 2040, the water supply mix would remain roughly the same. This imported water is treated at both the Robert B. Diemer Filtration Plant located north of Yorba Linda and the F.E. Weymouth Treatment Plant in the City of La Verne.

Delivery of domestic water service in the City is provided by the Water Services Division of the City's Public Works Department. The Water Services Division is responsible for maintaining the wells, reservoirs, import water connections, and the distribution systems that deliver water throughout the City. To meet its infrastructure needs, the Water Services Division collaborates with other jurisdictions, agencies, and service providers, as required.

The City's water supply system provides reliable service to a population of nearly 176,649 within the service area. According to the City's *2015 Urban Water Management Plan (2015 UWMP)*, the total projected water demand for the retail customers served by the City annually is approximately 26,055 acre feet (af) annually. The City consumed approximately 24,049 af in 2015, and the projected water demand for 2020 is 24,078 af per year. According to the *2015 UWMP*, the City's water supplies are projected to meet full service demands.

The proposed project would develop the site with 10 multi-family residential units, which would equate to a projected water demand of 6,120 gallons per day (6,857 af annually) using the baseline water use rate of 153 gallons per capita per day in the *2015 UWMP*. Therefore, the estimated increase in water demand associated with the proposed project would represent 0.03 percent of the City's current annual water demand, based on the City's consumption of 24,049 af in 2015 or the 2020 estimated water demand of 24,078 af in 2020.

As such, the proposed project would not necessitate new or expanded water entitlements, and the City would be able to accommodate the increased demand for potable water. In addition, the proposed project would implement a number of water conservation measures, including but not limited to low-flow toilets, low-flow showerheads, low-flow kitchen faucets, or tankless

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<sup>13</sup> Source: City of Garden Grove, *2015 Urban Water Management Plan*, June 2016.

water heaters that would further reduce the water demand as a result of the proposed project. Therefore, less than significant impacts would occur in this regard.

### **MITIGATION MEASURES**

No mitigation measures are required.

### **C. WOULD THE PROJECT REQUIRE OR RESULT IN THE CONSTRUCTION OF NEW STORM WATER DRAINAGE FACILITIES OR EXPANSION OF EXISTING FACILITIES, THE CONSTRUCTION OF WHICH COULD CAUSE SIGNIFICANT ENVIRONMENTAL EFFECTS?**

#### **LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Storm drainage and flood control in the City of Garden Grove is maintained by the Orange County Flood Control District. The project site area is generally flat and currently drains into public storm drains to an inlet along 11<sup>th</sup> Street. The stormwater would be collected in publicly maintained drainage facilities, ultimately connecting to an existing engineered OCFCDD channel

Under the proposed project, the site would drain to 11<sup>th</sup> Street via parkway culverts. Runoff associated with the proposed project would be 3.19 cubic feet per second (cfs), which is slightly higher than existing conditions (1.52 fs); however, there is capacity in 11<sup>th</sup> Street to accept the additional flows generated by the proposed project. In addition, Low Impact Development (LID) BMPs require on-site infiltration, which reduces the rate and amount of surface runoff from the project site. The proposed project is anticipated to use existing storm water drainage facilities, and would not require the construction or expansion of existing facilities. Thus, no significant impacts to the existing storm drain system would result from project implementation. In addition, the proposed project is subject to the requirements of the National Pollutant Discharge System (NPDES) that would reduce impacts to the storm water drainage systems. Mitigation Measure HWQ-1 is recommended to ensure storm water drainage impacts remain at or below existing levels.

### **MITIGATION MEASURES**

Refer to Mitigation Measure HWQ-1. No additional mitigation measures are required.

### **D. WOULD THE PROJECT HAVE SUFFICIENT WATER SUPPLIES AVAILABLE TO SERVE THE PROJECT FROM EXISTING ENTITLEMENTS AND RESOURCES, OR ARE NEW OR EXPANDED ENTITLEMENTS NEEDED?**

#### **LESS THAN SIGNIFICANT IMPACT**

The City of Garden Grove receives its water from two main sources: Lower Santa Ana River Groundwater Basin and imported water from the Metropolitan Water District of Southern California (MWD). This imported water is treated at the Robert B. Diemer Filtration Plant located north of Yorba Linda and the F.E. Weymouth Treatment Plant in the City of La Verne.

The proposed project is estimated to consume approximately 3,000 gallons of water on a daily basis, assuming 300 gallons per day per unit. The proposed project would connect to an existing water line located along 11<sup>th</sup> Street. Thus, the construction and operational activities

associated with the proposed project are not anticipated to require a significant amount of water, and this water demand is expected to have a less than significant impact on the local or regional supplies.

**MITIGATION MEASURES**

No mitigation measures are required.

**E. WOULD THE PROJECT RESULT IN A DETERMINATION BY THE WASTEWATER TREATMENT PROVIDER WHICH SERVES OR MAY SERVE THE PROJECT THAT IT HAS ADEQUATE CAPACITY TO SERVE THE PROJECT'S PROJECTED GENERATION IN ADDITION TO THE PROVIDER'S EXISTING COMMITMENTS?**

**LESS THAN SIGNIFICANT IMPACT**

Refer to Response 4.17.A

**MITIGATION MEASURES**

No mitigation measures are required.

**F. WOULD THE PROJECT BE SERVED BY A LANDFILL WITH SUFFICIENT PERMITTED CAPACITY TO ACCOMMODATE THE PROJECT'S SOLID WASTE DISPOSAL NEEDS?**

**LESS THAN SIGNIFICANT IMPACT**

Buildout of the proposed project includes the development of 10 apartment units on 0.44 acres.

Site preparation (vegetation removal and grading activities) and construction activities would generate typical construction debris, including wood, paper, glass, metals, cardboard, and green wastes. The proposed project would be required to comply with standard Conditions of Approval drafted by the City of Garden Grove, as well as all other reviewing agencies. Non-salvaged construction and demolition waste would result in an incremental and intermittent increase in solid waste disposal at landfills and other waste disposal facilities utilized by the City. Construction-related solid waste could further impact landfills with insufficient capacity and result in an exceedance of this significant threshold criterion. All landfills utilized by the City of Garden Grove have sufficient capacity to support a temporary increase in solid waste during construction of the proposed project.

According to the Jurisdictional Disposal by Facility for Garden Grove, the City disposed of approximately 220,067.48 tons of solid waste in 2015<sup>14</sup>. The proposed project is estimated to generate approximate 122 pounds per day (assuming 12.23 pounds per day per unit)<sup>15</sup>, which equates to 0.16 percent of the 78,272 pounds per day estimated for new residential growth in the *Garden Grove General Plan Environmental Impact Report*. Buildout of the proposed project would generate approximately 23 tons of solid waste per year, which represents a 0.01 percent

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<sup>14</sup> Source: CalRecycle,

<http://www.calrecycle.ca.gov/LGCentral/Reports/Viewer.aspx?P=ReportYear%3d2015%26ReportName%3dReportEDRSJurisDisposalByFacility%26OriginJurisdictionIDs%3d173>, accessed August 13, 2016.

<sup>15</sup> Source: *Garden Grove General Plan Environmental Impact Report* Table 5.16-2.

increase to the amount of solid waste generated by the City in 2015. This quantity represents the solid waste generated for buildout conditions of the proposed project under a worst-case scenario without any recycling activities in place.

However, the proposed project would be required to comply with the *Garden Grove Municipal Code*, which requires providing adequate areas for collecting and loading recyclable materials in concert with countywide efforts and programs to reduce the volume of solid waste entering landfills. In addition, the location of recycling/separation areas is required to comply with all applicable federal, public health, state, or local laws relating to fire, building, access, transportation, circulation, or safety. Compliance with all applicable State and Orange County regulations for the use, collection, and disposal of solid and hazardous wastes is also mandated. It can be assumed that the proposed project would include adequate, accessible and convenient areas for collecting recyclable materials. Therefore, it is anticipated that operational solid waste impacts would be reduced to a less than significant level in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

**G. WOULD THE PROJECT COMPLY WITH FEDERAL, STATE, AND LOCAL STATUTES AND REGULATIONS RELATED TO SOLID WASTE?**

**LESS THAN SIGNIFICANT IMPACT**

The proposed project would comply with all Federal, State, and local statutes and regulations related to solid waste, including the California Integrated Waste Management Act and Garden Grove recycling programs. Therefore, less than significant impacts would occur in this regard.

**MITIGATION MEASURES**

No mitigation measures are required.

#### **4.18. MANDATORY FINDINGS OF SIGNIFICANCE**

Would the project:	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✓		
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?		✓		
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		✓		

**A. DOES THE PROJECT HAVE THE POTENTIAL TO DEGRADE THE QUALITY OF THE ENVIRONMENT, SUBSTANTIALLY REDUCE THE HABITAT OF A FISH OR WILDLIFE SPECIES, CAUSE A FISH OR WILDLIFE POPULATION TO DROP BELOW SELF-SUSTAINING LEVELS, THREATEN TO ELIMINATE A PLANT OR ANIMAL COMMUNITY, REDUCE THE NUMBER OR RESTRICT THE RANGE OF A RARE OR ENDANGERED PLANT OR ANIMAL OR ELIMINATE IMPORTANT EXAMPLES OF THE MAJOR PERIODS OF CALIFORNIA HISTORY OR PREHISTORY?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

The project site was previously developed and is surrounded on all sides by urban development. As discussed in Sections 4.4 and 4.5, the project site does not contain threatened or endangered species or sensitive habitats nor any cultural or historical resources. The analysis in Section 4.4 concluded there is no evidence that the proposed project would have an adverse impact on wildlife resources or the habitat upon which any wildlife depends. And the analysis in Section 4.5 concluded there is no evidence that the proposed project would eliminate any important examples of California history or prehistory. However, Mitigation Measures BIO-1, CUL-1, CUL-2, and CUL-3 are included to ensure impacts remain at or less than significant levels. Mitigation Measure BIO-1 requires compliance with the Migratory Bird Treaty Act, which prohibits disturbing or destroying active nests, and that project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. Mitigation Measure CUL-1 requires construction to halt in the event an archaeological resource is discovered until a qualified archaeologist can evaluate the find. Mitigation Measure CUL-2 requires construction to halt in the event a paleontological resource is discovered until a qualified paleontologist can evaluate the find. In the event that human remains are discovered during construction, Mitigation Measure CUL-3 requires notification of the proper authorities and adherence to standard procedures for the respectful handling of human remains.

Implementation of Mitigation Measures BIO-1, CUL-1, CUL-2, and CUL-3 would reduce any potential impacts to migratory birds and previously undiscovered cultural resources, paleontological resources, or human remains to less than significant.

**B. DOES THE PROJECT HAVE IMPACTS THAT ARE INDIVIDUALLY LIMITED, BUT CUMULATIVELY CONSIDERABLE? (“CUMULATIVELY CONSIDERABLE” MEANS THAT THE INCREMENTAL EFFECTS OF A PROJECT ARE CONSIDERABLE WHEN VIEWED IN CONNECTION WITH THE EFFECTS OF PAST PROJECTS, THE EFFECTS OF OTHER CURRENT PROJECTS, AND THE EFFECTS OF PROBABLE FUTURE PROJECTS)?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Based on the analysis contained in this Initial Study, the proposed project would not have cumulatively considerable impacts with implementation of project mitigation measures. Implementation of mitigation measures at the project-level would reduce the potential for the incremental impacts of the proposed project to be considerable when viewed in connection with the impacts of past projects, current projects, or probable future projects.

**C. DOES THE PROJECT HAVE ENVIRONMENTAL EFFECTS WHICH WILL CAUSE SUBSTANTIAL ADVERSE EFFECTS ON HUMAN BEINGS, EITHER DIRECTLY OR INDIRECTLY?**

***LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED***

Previous sections of this Initial Study reviewed the proposed project’s potential impacts related to biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; noise, public services; recreation; and public utilities. As concluded in these previous discussions, the proposed project would result in less than significant environmental impacts with implementation of the recommended mitigation measures. Therefore, the proposed project would not result in environmental impacts that would cause substantial adverse impacts on human beings.



## **4.19. REFERENCES**

Refer to Section 4.1 through Section 4.17 for the listing of references utilized in the preparation of this Initial Study.

## **4.20. REPORT PREPARATION PERSONNEL**

### **City of Garden Grove (Lead Agency)**

*Maria Parra, Urban Planner*

### **Morse Planning Group (Preparation of Initial Study/Mitigated Negative Declaration)**

*Collette L. Morse, AICP, Principal/ Project Manager*

### **Pomeroy Environmental Services (Preparation of Air Quality, Greenhouse Gas, and Noise Analyses)**

*Brett Pomeroy, Principal*

### **Additional Consultants**

#### **DMS Consultants, Inc. (Hydrology Study, Preliminary Water Quality Management Plan)**

*Surender Dewan, PE*

#### **LSA Architecture, Inc. (Building Elevations)**

*Chuck Steichen*

#### **Strata-Tech, Inc. (Geotechnical Engineering Investigation)**

*Roland Acuña, PG, Principal*

*Larry Finley, RCE*

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# **Initial Study/Mitigated Negative Declaration and Technical Appendices on CD**



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Charles D. Kalil
Dept.:	City Manager	Dept.:	Information Technology
Subject:	Appropriate additional funds in the amount of \$169,467.08 and award a contract to CDW-G for the implementation of a Voice over Internet Protocol phone solution including five (5) years of maintenance. (Cost: \$418,183.40) ( <i>Action Item</i> )		
Date:	12/12/2017		

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**OBJECTIVE**

For City Council to appropriate additional funds in the amount of \$169,467.08 and award a contract to CDW-G to provide all labor, materials, equipment, support, training, and installation for the implementation of a Voice over Internet Protocol "VoIP" phone solution including five (5) years of service, support, and maintenance pursuant to RFP No. S-1216.

**BACKGROUND**

The City of Garden Grove has been using an AT&T Centrex phone system for over 20 years. This system not only has a high cost of ownership and operation, it fails to offer effective, expected, and modern business features and services. Information Technology staff researched current business telephony systems and determined that a VoIP phone system was in the best interest of the City. This new system will provide considerable on-going savings and position the City to benefit from current technology and the future of telecommunication. It will reduce the overhead of managing the phone system, which will allow for a higher standard of customer service to the public and City staff. With these goals, City staff issued RFP S-1216 to replace the existing Centrex phone system and equipment with a VoIP solution.

**DISCUSSION**

RFP No. S-1216 was advertised on May 31 and June 7, 2017. Thirteen (13) proposals from ten (10) vendors were received. The Source Selection Committee (SSC) evaluated the proposals based on Price/Cost Effectiveness, Project Plan (technology provided, scalability, and implementation plan) and Qualifications of the Proposer (company experience, stability and reference checks). The top five (5)

vendors that scored 60% or higher were then invited to demonstrate their proposed solutions. After demonstrations the proposals were scored again and the top two (2) were selected. A mock discovery of the implementation process of each was presented and the proposals were scored for a final time. Best and final offers were requested and received. Based on this process, CDW-G received the highest score and was chosen.

#### FINANCIAL IMPACT

The one-time cost for the hardware, licensing, and 5-year maintenance is \$323,395.40, which can be financed at 0% interest over 5 years, for an annual cost of \$64,679.08. In addition, there is a one-time cost for implementation, discovery, project management, and training of \$94,788.00. The new system will also incur annual on-going Internet Telephony Service Provider costs estimated in the amount of \$10,000.00.

The total cost for FY 2017-18 is \$169,467.08. Funds are available in the Telecommunications Internal Service Fund and will need to be appropriated for FY 2017-18. The cost for FY 2018-19 is \$74,679.08 and is available in the adopted FY 2018-19 budget.

The projected cost reduction, which will begin in FY 2018-19, is estimated to be \$175,000 annually following the initial capital outlay of \$159,467.08 in FY 2017-18 for implementation of the VoIP system.

#### RECOMMENDATION

It is recommended that the City Council:

- Appropriate additional funds in the amount of \$169,467.08 from the Telecommunications Fund for FY 2017-18; and
- Award a contract to CDW-G, in the amount of not-to-exceed \$418,183.40 to provide all labor, materials, equipment, support, training, and installation for the implementation of a Voice over Internet Protocol "VoIP" phone solution including five (5) years of service, support, and maintenance; and
- Approve and authorize the City Manager to execute the agreement and make minor modifications as appropriate thereto on behalf of the City; and
- Approve and authorize the City Manager to procure and enter into all related agreements necessary to implement the VoIP system.

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Services and Products Sales Agreement	12/6/2017	Backup Material	Services_and_Products_Sales_Agreement.pdf
Lease-Purchase Agreement	12/6/2017	Backup Material	Lease-Purchase_Agreement.pdf

This SERVICES AND PRODUCT SALES AGREEMENT ("Agreement") is made effective as of the last date of signature (the "Effective Date") by and between CDW Government LLC ("Seller") and City of Garden Grove ("Customer").

### Section 1. DEFINITIONS.

1.1. "Affiliates" means, with respect to Seller, entities that control, are controlled by, or are under common control with Seller.

1.2. "Confidential Information" means any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Statement of Work.

1.3. "Party" means individually, as applicable, Seller or Customer, and "Parties" means in each instance, Seller and Customer.

1.4. "Personnel" means agents, employees or subcontractors.

1.5. "Purchase Order" or "PO" means a document that is in electronic or written form and that contains an offer by Customer to purchase pursuant to this Agreement at a specified price.

1.6. "Purchased Items" means those certain Products and Services (as defined herein) that are purchased by Customer and provided by Seller hereunder.

1.7. "Third Party Services" means certain services other than services provided by Seller, including, but not limited to, extended warranty service by manufacturers, that are sold by Seller as a distributor or sales agent.

### Section 2. AFFILIATES.

Subject to credit approval by Seller, any Customer Affiliate may enter into any transaction available to Customer hereunder, and each such Customer Affiliate will be deemed to be Customer under this Agreement with respect to any such transaction. Notwithstanding the foregoing, Customer, as set forth above, will be liable for the performance of the obligations of its Affiliates, including without limitation payment. Customer shall make the terms of this Agreement available to its Affiliates and notify such Affiliates that any purchases from Seller or any of Seller's Affiliates shall be subject to the terms of this Agreement.

### Section 3. SERVICES.

3.1. Subject to the terms and conditions of this Agreement, Seller may perform certain Services (meaning consulting and other services performed by Seller or its subcontractors, but not including Third Party Services) for Customer as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services as the same may be amended or modified from time to time and that incorporates the terms and conditions of this Agreement), which is attached hereto

as Exhibit C and incorporated herein. The Services hereunder shall be performed in Garden Grove, California and shall be limited only to the SOW in Exhibit C. In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual SOW by specific reference to the amended provision.

3.2. The SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("Change Order"). In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

3.3. In the event of any termination of a SOW, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of such termination.

3.4. In the event of a payment default, Seller reserves the right to suspend the applicable Services.

3.5. Customer's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Customer's internal use. Customer obtains no ownership or other property rights thereto. Customer agrees that Seller may incorporate intellectual property created by third parties into the Work Product and that Customer's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties.

3.6. Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services.

3.7. Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof.

#### **Section 4. PRODUCTS.**

4.1 The pricing structure for **Products** (meaning items such as, but not limited to, hardware and software that are commercially available through Seller's catalog) shall be as specified in **Exhibit A** and **Exhibit B**, which is incorporated herein. The Products purchased hereunder shall be limited to the one-time purchase of the products listed in **Exhibit B**, unless otherwise agreed to in writing by both parties.

4.2. Title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the destination specified on the applicable PO (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, in the case where Customer provides its carrier account number to Seller or Customer selects a carrier that does not ship regularly for Seller, title and risk of loss pass from Seller to Customer upon delivery by Seller to the carrier (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Seller, will remain with the third party. Customer's rights in such software are specified in the license agreement between such third party and Customer.

4.3. All Product orders are subject to Product availability.

4.4. Customer's return of any Product will be governed by Seller's return policy, as it is specified on **Exhibit D**, which is incorporated herein.

4.5. If a transaction hereunder involves an export from the United States of any commodities, software and/or technology such export shall be in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export any such commodities, software and/or technology contrary to U.S. law. In addition, manufacturers' warranties may vary or be null and void for Products exported from the United States.

4.6. Customer acknowledges that Seller is not the manufacturer of the Products and that the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer relies on the manufacturer's specifications only and not on any statements or images that may be provided by Seller or its Affiliates.

#### **Section 5. IMAGE INSTALLATION.**

Customer may from time to time request that Seller perform an installation of Customer's software or images ("Customer Images"). Prior to any such installation, Customer shall secure valid licenses for all Customer Images. If at any time, Seller determines that Customer does not have a valid license, Seller may immediately terminate the installation of the Customer Images or request further assurances that Customer has valid licenses. In connection with the installation of Customer Images, Customer shall indemnify and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss, cost damage or expense (including attorney's fees) brought by a third party alleging that any such installation violates any license, copyright, confidential information or other proprietary right.

#### **Section 6. PAYMENT.**

6.1. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller, may issue

an invoice to Customer. Seller may invoice Customer separately for partial shipments of Purchased Items. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest.

6.2. Customer will pay any applicable sales, use, transaction, excise or similar or other taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees) imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller). Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with any necessary supporting documentation.

6.3. In the event of a default in the payment of an invoice, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

6.4. In addition to any other means available to place orders, Customer may issue a PO to Seller. POs are not binding on Seller until accepted by Seller, and all Product orders are subject to Product availability. Any issuance of a PO is for administrative purposes only. Any additional or different terms and conditions contained in any PO will be null and void.

6.5. Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

#### **Section 7. DISCLAIMED WARRANTIES.**

7.1. In the case of Third Party Services, the third party will be responsible for providing the Third Party Services to Customer, and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. With respect to Third Party Services, Seller acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, taxes.

7.2. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

7.3. Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high



risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

7.4. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

#### **Section 8. LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

#### **Section 9. CONFIDENTIAL INFORMATION.**

9.1. Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement.

9.2. Confidential Information does not include information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information.

9.3. Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals with a need to know such Confidential Information in connection with this Agreement, and (ii) to a Party's business, legal and financial advisors bound by a confidentiality obligation. Each Party agrees not to use any

Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

9.4. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

#### **Section 10. TERM AND TERMINATION.**

10.1. This Agreement is effective beginning on the Effective Date and will continue in full force and effect for two (2) years, unless earlier terminated as provided for herein. The Parties may renew this Agreement for additional one (1) year terms on the same terms and conditions contained herein upon written agreement prior to the expiration of the then-current term.

10.2. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Either Party may terminate this Agreement for cause if the other Party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within such time period, in which case the defaulting Party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. Notwithstanding anything specified herein to the contrary, Seller shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of: (a) the appointment of a receiver or trustee of Customer or of any Customer property or any similar statutory or non-statutory insolvency proceeding; or (b) Customer's insolvency or inability to pay its debts as they come due.

10.3. This Agreement will continue to remain in effect with respect to orders and Purchased Items submitted by Customer prior to the termination of this Agreement.

#### **Section 11. ESCALATION PROCEDURE.**

Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters pertaining to proprietary information, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either Party may start by delivering a written notice to the other Party describing the Dispute and the amount involved ("Demand"). Within three (3) business days after receipt of a Demand, each Party shall identify a designated representative and a senior manager in writing to the other Party, and the designated representatives from each Party will meet at a mutually agreed upon time and place to try to resolve the Dispute. The Parties shall conduct

such negotiation on a confidential basis. If the Dispute remains unresolved for three (3) business days after such meeting, either Party may escalate the Dispute by sending notice to the other Party's senior manager. If the senior managers from both Parties cannot resolve the Dispute within three (3) business days after receipt of such written notice, either Party may pursue any other available remedies.

#### **Section 12. NOTICES.**

Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3<sup>rd</sup>) day after postage prepaid mailing by regular mail or airmail to the address stated below, or the first (1<sup>st</sup>) day after such notice is sent by courier or facsimile transmission. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**Seller Notice Address:**  
CDW Government LLC  
Attn: General Counsel  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061

**With a courtesy copy to:**  
CDW Government LLC  
Attn: Program Sales  
2 Corporate Drive, Suite 800  
Shelton, CT 06484

**If Electronically:**  
CDWG-PremiumPages@cdw.com

**Customer Notice Address:**  
City of Garden Grove  
Attn: City Attorney  
11222 Acacia Parkway  
Garden Grove, CA 92840

#### **Section 13. INSURANCE REQUIREMENTS**

13.1 COMMENCEMENT OF WORK. SELLER shall not commence work until all certificates and endorsements have been received and approved by the CUSTOMER. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CUSTOMER, 10 day notice shall be provided for cancellation due to non-payment of premium.

13.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, SELLER and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

13.3 INSURANCE AMOUNTS. SELLER shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of

\$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit. (claims made and modified occurrence policies are not acceptable); Insurance companies must be

acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.

(c) Professional liability in an amount not less than

13.4 \$1,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the Customer. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

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

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

#### **Section 14. MISCELLANEOUS.**

14.1. This Agreement contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof.

14.2. No course of prior dealings between the Parties

and no usage of trade will be relevant to determine the meaning of this Agreement or invoice related thereto.

14.3. No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce such rights thereafter.

14.4. Seller may assign or subcontract all or any portion of its rights or obligations under this Agreement or assign the right to receive payments, without Customer's consent. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.

14.5. Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party.

14.6. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof.

14.7. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN ORANGE COUNTY, CALIFORNIA, AND THE

PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

14.8. The rights and obligations provided by Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 and those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

14.9. This Agreement may be signed in separate counterparts, each of which shall be deemed an original, and all of which together will be deemed to be one original.

14.10. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture.

14.11. Seller will not be liable for any delays that are applicable to the delivery or performance of the Purchased Items and that result from any circumstances beyond its reasonable control including, but not limited to, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency.

[Signatures follow.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

**SELLER: CDW GOVERNMENT LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Principal Place of Business:

230 N. Milwaukee Avenue  
Vernon Hills, IL 60061

**CUSTOMER: CITY OF GARDEN GROVE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Principal Place of Business:

11222 Acacia Parkway  
Garden Grove, CA 92840

Phone Number: \_\_\_\_\_

Email: [sandras@garden-grove.org](mailto:sandras@garden-grove.org)

FEIN Number: N/A

D&B D-U-N-S Number: N/A

Customer Account Number: 6753829

  
APPROVED AS TO FORM

OMAR SANDOVAL

City Attorney

City of Garden Grove

DATED: 12-6-17

**PROPOSAL PRICING  
RFP NO. S-216  
VOIP PHONE SOLUTION  
"ATTACHMENT B" (PAGE 1)**

THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to Provide all Labor, Materials, Equipment, Support, Training and Installation for the Implementation of a Voice over IP (VoIP) Phone Solution for the City of Garden Grove. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

<b>Item Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6 *** Informational Purposes Only</b>
Hardware	\$153,670.08	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0	\$0	\$0
<b>Licensing*</b>	\$80,877.95	\$0	\$0	\$0	\$0	\$0
Fax Server	N/A	N/A	N/A	N/A	N/A	N/A
Services	\$94,769.20	\$0	\$0	\$0	\$0	\$0
<b>Annual Maintenance**</b>	\$75,281.41	\$0	\$0	\$0	\$0	\$0
Any SIP/PRI trunking costs (annual figure)	N/A	N/A	N/A	N/A	N/A	N/A
Analog lines (for backups/remote sites)	N/A	N/A	N/A	N/A	N/A	N/A
Additional Costs not included above: please explain below						
Prepaid Discount, if any	N/A	N/A	N/A	N/A	N/A	N/A
<b>SUB-TOTALS</b>	\$404,617.44	N/A	N/A	N/A	N/A	N/A
<b>TOTAL: FOR YEARS 1-5 ONLY</b>	\$418,164.60	N/A	N/A	N/A	N/A	N/A

\* This shall include ALL licensing fees (i.e. VMware, server software, voicemail, users, etc.)

\*\* If offering multiple maintenance options, please price out the highest level being offered

\*\*\* All leasing options are over a 5-year period, the City is requesting an estimate of on-going costs that remain starting in Year 6 once the lease is paid and the buyout occurs. **Year 6 is for informational purposes only and will not be included in the rating process.**  
**NOTE: The City WILL NOT accept FMV lease options, please price out only \$1/buyout.**

**PROPOSAL PRICING  
RFP NO. S-1216  
"ATTACHMENT B" PAGE 2**

***All lines of the proposal pricing form above must be complete if you wish to continue in the evaluation process. If any costs are zero, please indicate that by putting a zero in the box.***

**TOTAL PROPOSAL AMOUNT in Written Words:**

**Four-hundred and eighteen thousand, and one-hundred and sixty-four dollars and sixty cents.**

**PLEASE PROVIDE ANY ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES**

**Please note: The proposed pricing for hardware and services in an upfront, one-time only cost. The licensing for the on-premise solution is a perpetual license with an upfront, one-time cost and includes all required software. The annual maintenance pricing is an upfront cost which includes 5 years of Cisco SMARTnet. Per Cisco, pricing for SMARTnet is only available for an upfront cost and cannot be guaranteed for individual annual payments. There will be an additional cost for annual maintenance in year 6.**

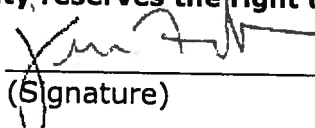
**Please provide a cost break down of how these additional costs are calculated.**

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

**The City reserves the right to add and delete services related to this RFP at its discretion.**

BY:

  
(Signature)

866.461.9703 (David Salkover, Account Representative)  
(Phone Number)

Jennifer Fabianski  
(Type or Print Name)

Manager, Proposal Teams  
(Title)

davisal@cdwg.com  
(Email Address)

# Exhibit B

## QUOTE CONFIRMATION



DEAR ANAND RAO,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here to convert your quote to an order.](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JKMB595	11/17/2017	GARDEN GROVE VOIP REFRESH	6753829	\$323,395.40

<b>IMPORTANT - PLEASE READ</b> Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY TAX: CONTACT CDW FOR TAX DETAILS
---

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Cisco IP Conference Phone 7832 - conference VoIP phone</u> Mfg. Part#: CP-7832-K9= UNSPSC: 43191511 TAX: GARDEN GROVE, CA TAX: 7.7500% \$241.17 Contract: MARKET	9	4468211	\$345.76	\$3,111.84
<u>Cisco IP Phone 8841 - VoIP phone</u> Mfg. Part#: CP-8841-K9= UNSPSC: 43191511 TAX: GARDEN GROVE, CA TAX: 7.7500% \$6,685.05 Contract: MARKET	482	3384165	\$178.96	\$86,258.72
<u>Cisco IP Phone 8851 - VoIP phone</u> Mfg. Part#: CP-8851-K9= UNSPSC: 43191511 TAX: GARDEN GROVE, CA TAX: 7.7500% \$2,534.07 Contract: MARKET	153	3388146	\$213.71	\$32,697.63
<u>Cisco - key expansion module</u> Mfg. Part#: CP-BEKEM= UNSPSC: 43202205 \$52.79 \$52.79 \$52.79 \$52.79 \$52.79 \$52.79 TAX: GARDEN GROVE, CA 7.7500% \$52.79 Contract: MARKET	4	3428012	\$170.28	\$681.12
<u>Cisco Business Edition 6000 Starter Bundle - license - 35 users</u> Mfg. Part#: BE6K-START-UWL35 UNSPSC: 43232805 \$41.85 \$41.85 \$41.85 \$41.85 \$41.85	1	3874884	\$437.50	\$437.50

QUOTE DETAILS (CONT.)

\$41.85

TAX: GARDEN GROVE, CA 7.7500% \$33.91

Contract: MARKET

Cisco Unified Communications Manager Business Edition 6000  
Enhanced User Co

455

2870053

\$91.88

\$41,805.40

Mfg. Part#: BE6K-UCL-ENH

UNSPSC: 43232805

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco Unified Communications Manager Business Edition 6000  
Voicemail User C

369

2907245

\$32.81

\$12,106.89

Mfg. Part#: BE6K-UCL-VM

UNSPSC: 43232805

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$938.28

Contract: MARKET

Cisco Business Edition 6000 - license

85

3262301

\$142.19

\$12,086.15

Mfg. Part#: BE6K-UWL-STD

UNSPSC: 43232805

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for BE-11X-UWV

1

4402546

\$1,493.75

\$1,493.75

Mfg. Part#: CON-ECMU-BE11WXUR

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for UCM-11X-U

85

4146455

\$116.51

\$9,903.35

Mfg. Part#: CON-ECMU-UCM11STD

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for UCM-10X-E

455

3540160

\$71.70

\$32,623.50

Mfg. Part#: CON-ECMU-UCMENHUC

UNSPSC: 86101601

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for Cisco Uni

369

3577248

\$26.89

\$9,922.41

Mfg. Part#: CON-ECMU-UCN10XVM

UNSPSC: 86101601

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco Business Edition 6000 restricted - rack mountable  
Xeon E5-2630V3 2

2

3676940

\$7,904.00

\$15,808.00

Mfg. Part#: BE6H-M4-K9=

UNSPSC: 43211501

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$1,225.12

Contract: MARKET

Cisco SMARTnet extended service agreement

2

3731939

\$1,638.00

\$3,276.00

Mfg. Part#: CON-SNTP-BE6HM4K9



QUOTE DETAILS (CONT.)

UNSPSC: 81111812

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco ONE ISR 4321 - router - rack-mountable

1

3731943

\$693.26

\$693.26

Mfg. Part#: C1-CISCO4321/K9

UNSPSC: 43222609

\$53.73

\$53.73

\$53.73

\$53.73

\$53.73

\$53.73

TAX: GARDEN GROVE, CA 7.7500% \$53.73

Contract: MARKET

Cisco Unified Communications Manager Express or Survivable  
Remote Site Tele

1

1933887

\$225.88

\$225.88

Mfg. Part#: FL-CME-SRST-25

UNSPSC: 43232805

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

TAX: GARDEN GROVE, CA 7.7500% \$17.51

Contract: MARKET

Cisco Fourth-Generation Multi-flex Trunk Voice/Clear-channel  
Data T1/E1 Mod

1

3194132

\$496.93

\$496.93

Mfg. Part#: NIM-1MFT-T1/E1

UNSPSC: 43201404

\$38.51

\$38.51

\$38.51

\$38.51

\$38.51

\$38.51

TAX: GARDEN GROVE, CA 7.7500% \$38.51

Contract: MARKET

Cisco Fourth-Generation 32-Channel High-Density Packet  
Voice Digital Signal

1

3296255

\$590.75

\$590.75

Mfg. Part#: PVDM4-32

UNSPSC: 43211605

\$45.78

\$45.78

\$45.78

\$45.78

\$45.78

\$45.78

TAX: GARDEN GROVE, CA 7.7500% \$45.78

Contract: MARKET

Cisco ONE for CUBE Standard Single Session - license - 1  
license

90

4316375

\$27.80

\$2,502.00

Mfg. Part#: C1-CUBEE-STD

UNSPSC: 43232805

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco ONE Advanced Unified Communication - license - 1  
router

1

3770014

\$382.25

\$382.25

Mfg. Part#: C1AUPISR4320SK9

UNSPSC: 43232804

\$29.62

\$29.62

\$29.62

\$29.62

\$29.62

\$29.62

TAX: GARDEN GROVE, CA 7.7500% \$29.62

QUOTE DETAILS (CONT.)

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for C1AUPISR4

1

3965346

\$525.80

\$525.80

Mfg. Part#: CON-ECMU-C1A4320S

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for C1-CUBEE-

90

4435713

\$38.84

\$3,495.60

Mfg. Part#: CON-ECMU-C1CUBEES

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Onsite - extended service agreement - on-site

1

4880318

\$956.00

\$956.00

Mfg. Part#: CON-OSP-C14321K9

UNSPSC: 81111812

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco ONE ISR 4321 - router - rack-mountable

1

3731943

\$693.26

\$693.26

Mfg. Part#: C1-CISCO4321/K9

UNSPSC: 43222609

\$53.73

\$53.73

\$53.73

\$53.73

\$53.73

\$53.73

TAX: GARDEN GROVE, CA 7.7500% \$53.73

Contract: MARKET

Cisco Unified Communications Manager Express on Survivable  
Remote Site Tele

1

1933887

\$225.88

\$225.88

Mfg. Part#: FL-CME-SRST-25

UNSPSC: 43232805

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

TAX: GARDEN GROVE, CA 7.7500% \$17.51

Contract: MARKET

Cisco ONE for CUBE Redundant - upgrade license - 1 license

10

4493086

\$13.90

\$139.00

Mfg. Part#: C1-CUBE-STD-RED-UP

UNSPSC: 43232805

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco ONE for CUBE Redundant Single Session - license - 1  
license

90

4342470

\$33.01

\$2,970.90

Mfg. Part#: C1-CUBEE-RED

UNSPSC: 43232805

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco ONE Advanced Unified Communication - license - 1  
router

1

3770014

\$382.25

\$382.25

Mfg. Part#: C1AUPISR4320SK9

UNSPSC: 43232804

\$29.62

\$29.62

QUOTE DETAILS (CONT.)

\$29.62

\$29.62

\$29.62

\$29.62

TAX: GARDEN GROVE, CA 7.7500% \$29.62

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for C1AUPISR4

1

3965346

\$525.80

\$525.80

Mfg. Part#: CON-ECMU-C1A4320S

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for C1-CUBEE-

100

4530083

\$44.81

\$4,481.00

Mfg. Part#: CON-ECMU-C1CUBEER

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco SMARTnet Onsite - extended service agreement - on-site

1

4880318

\$956.00

\$956.00

Mfg. Part#: CON-OSP-C14321K9

UNSPSC: 81111812

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco ONE ISR 4321 - router - rack-mountable

9

3731943

\$693.26

\$6,239.34

Mfg. Part#: C1-CISCO4321/K9

UNSPSC: 43222609

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$483.55

Contract: MARKET

Cisco Unified Communications Manager Express or Survivable  
Remote Site Tele

9

1933887

\$225.88

\$2,032.92

Mfg. Part#: FL-CME-SRST-25

UNSPSC: 43232805

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$157.55

Contract: MARKET

Cisco Fourth-Generation Network Interface Module - voice /  
fax module

9

3546365

\$173.75

\$1,563.75

Mfg. Part#: NIM-2FXO

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$121.19

Contract: MARKET

Cisco ONE Advanced Unified Communication - license - 1  
router

9

3770014

\$382.25

\$3,440.25

Mfg. Part#: C1AUPISR4320SK9

UNSPSC: 43232804

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$266.62

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support  
- for C1AUPISR4

9

3965346

\$525.80

\$4,732.20

Mfg. Part#: CON-ECMU-C1A4320S

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

Cisco 881V - router - desktop

7

2760813

\$502.14

\$3,514.98

Mfg. Part#: C881-V-K9

QUOTE DETAILS (CONT.)

UNSPSC: 43222609

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$272.41

Contract: MARKET

Cisco Unified Communications Manager Express or Survivable Remote Site Tele

7

1960060

\$59.08

\$413.56

Mfg. Part#: FL-CME-SRST-5

UNSPSC: 43232805

\$27.47

\$27.47

\$27.47

\$27.47

\$27.47

\$32.05

TAX: GARDEN GROVE, CA 7.7500% \$32.05

Contract: MARKET

Cisco IOS Unified Communications - license

7

2760840

\$121.63

\$851.41

Mfg. Part#: SL-8XX-UC-K9

UNSPSC: 43233002

\$56.56

\$56.56

\$56.56

\$56.56

\$56.56

\$65.98

TAX: GARDEN GROVE, CA 7.7500% \$65.98

Contract: MARKET

Cisco ONE ISR 4331 - router - rack-mountable

1

3635276

\$1,146.75

\$1,146.75

Mfg. Part#: C1-CISCO4331/K9

UNSPSC: 43222609

\$88.87

\$88.87

\$88.87

\$88.87

\$88.87

\$88.87

TAX: GARDEN GROVE, CA 7.7500% \$88.87

Contract: MARKET

Cisco Unified Communications Manager Express or Survivable Remote Site Tele

1

1933887

\$225.88

\$225.88

Mfg. Part#: FL-CME-SRST-25

UNSPSC: 43232805

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

TAX: GARDEN GROVE, CA 7.7500% \$17.51

Contract: MARKET

Cisco Fourth-Generation Network Interface Module - voice / fax module

1

3546365

\$173.75

\$173.75

Mfg. Part#: NIM-2FXO

\$13.47

\$13.47

\$13.47

\$13.47

\$13.47

\$13.47

TAX: GARDEN GROVE, CA 7.7500% \$13.47

Contract: MARKET

Cisco ONE Advanced Unified Communication - license - 1 router

1

3636854

\$590.75

\$590.75

Mfg. Part#: C1AUPISR4330SK9

UNSPSC: 43232804

\$45.78

\$45.78

\$45.78

\$45.78

QUOTE DETAILS (CONT.)				
\$45.78 \$45.78 TAX: GARDEN GROVE, CA 7.7500% \$45.78 Contract: MARKET				
Cisco Unified Communications Manager Express or Survivable Remote Site Tele Mfg. Part#: FL-CME-SRST-5 UNSPSC: 43232805 TAX: GARDEN GROVE, CA 7.7500% \$4.58 Contract: MARKET	1	1960060	\$59.08	\$59.08
Cisco SMARTnet Software Support Service - technical support - for C1AUPISR4 Mfg. Part#: CON-ECMU-C1A4330S UNSPSC: 86101601 Electronic distribution - NO MEDIA TAX: GARDEN GROVE, CA .0000% \$.00 Contract: MARKET	1	3783946	\$812.60	\$812.60
Cisco SMARTnet Onsite - extended service agreement - on-site Mfg. Part#: CON-OSP-C14331K9 UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: GARDEN GROVE, CA .0000% \$.00 Contract: MARKET	1	4791045	\$1,577.40	\$1,577.40

PURCHASER BILLING INFO		SUBTOTAL	\$309,829.44
Billing Address: CITY OF GARDEN GROVE ACCTS PAYABLE PO BOX 3070 GARDEN GROVE, CA 92842-3070 Phone: (714) 741-5225 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$13,565.96
		GRAND TOTAL	\$323,395.40
		Please remit payments to:  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: CITY OF GARDEN GROVE VERA ESPINOZA 11222 ACACIA PKWY GARDEN GROVE, CA 92840-5208 Shipping Method: DROP SHIP-GROUND			

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David Salkover

(866) 461-9703

davisal@cdwg.com

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## STATEMENT OF WORK

<b>Project Name:</b>	Cisco UC Implementation	<b>Seller Representative:</b>
<b>Customer Name:</b>	City of Garden Grove)	Rich Adams
<b>CDW Affiliate:</b>	CDW-G Direct	
<b>Date Requested:</b>	December 1, 2017	<b>Solution Architect:</b>
<b>Seller Services Manager:</b>	Steve Radogna	Shawn Yamamoto
<b>Version:</b>	2.4	

## PROJECT DESCRIPTION

### PROJECT SCOPE

Seller will assist Customer in the planning, configuration, implementation, and validation of the Cisco Unified Communications solution.

The following are a part of this project:

1. Cisco Business Edition 6K Servers, which will provide the hardware (compute) resources for the Unified Communications applications.
2. Certificates for the Unified Communications application servers, which will provide secure authentication and encrypt sensitive information.
3. Cisco Unified Communications Manager (CUCM), which will provide the call processing for the endpoints.
4. Cisco Unity Connection (CUCxn), which will provide the voice messaging functionality.
5. Cisco Prime License Manager (PLM), which will provide the licensing management and enforcement for the Cisco Unified Communications applications.
6. Cisco voice gateways, which will provide the interfaces for PSTN and analog device connectivity as well as remote site survivability.
7. Public Switched Telephone Network (PSTN) trunking, which will provide the connectivity for inbound and outbound calls.
8. Cisco LAN QoS and VLAN review, which will include recommendations on any changes needed to ensure voice quality over the network.

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**CISCO UNIFIED COMPUTING SYSTEM**

The new Cisco Unified Communications environment will utilize two (2) new Cisco BE6KH Unified Computing System (UCS) rack-mount servers. With Cisco UCS, Cisco Unified Communications applications run in a virtualized environment. Each UCS server will be configured as follows:

BE6000H (M4)								Virt. SW = HYPPLS 6.0							
CPU-1								CPU-2							
CUCM	PLM	CUC	ESXI												
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8	Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8
Resource Usage: 6 pCores, 18.0GB RAM , 320 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 3 vNIC															

BE6000H (M4)								Virt. SW = HYPPLS 6.0							
CPU-1				CPU-2											
CUCM	CUC	ESXI													
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8	Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8
Resource Usage: 5 pCores, 14.0GB RAM , 240 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 2 vNIC															

**CERTIFICATES**

Cisco Unified Communications applications utilize certificates to authenticate users securely and encrypt sensitive information.

As part of the certificate work, Seller will:

1. Determine certificate needs based on the applications and features being deployed.
2. Generate certificate-signing requests from the Unified Communications servers.
3. Assist Customer with certificate creation.
4. Install issued certificates on the Unified Communications servers.

***Customer Responsibilities***

1. Providing root certificate chains for trusted certificate authorities for installation on Unified Communications servers.
2. Deploying root certificate chains to all Jabber desktop and mobile devices.

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3. Issuing certificates for the Unified Communications servers based on provided signing requests.
4. Ensuring certificate revocation lists are accessible over HTTP from the internal network.

*Assumptions*

1. An internal trusted certificate authority is available to issue certificates to Unified Communications servers.

**CISCO UNIFIED COMMUNICATIONS MANAGER**

As part of the Cisco Unified Communications Manager implementation, Seller will:

1. Determine Customer's call control requirements.
2. Deploy Cisco Unified Communications Manager server applications based on Seller best practices. The anticipated version to be implemented is 11.X.
3. Provision basic call functionality for up to (575) Cisco collaboration endpoints.
  - o Reference the associated Bill of Materials (BoM) for specific model and quantity information. (note: additional phones listed in BoM are for sparring)
  - o Basic call functionality includes dial tone, long-distance dialing, voicemail access, call transfer, call park, call hold, call forward no answer, speed dials, pickup groups, shared line appearances, call conferencing, and inter-location dialing.
4. Configure and implement the dial plan based on the information gathered during the design and planning phases.
5. Configure hardware and software conference bridges, Music on Hold (unless specified otherwise, default Communications Manager Music on Hold will be used), and transcoding resources (if needed).
6. Configure Mobility (Single Number Reach) for up to fifty (50) users with up to two (2) remote destinations each.
7. Configure fourteen (14) Cisco PSTN voice gateways.
8. Configure twelve (12) sites for Survivable Remote Site Telephony (SRST).
9. Configure LDAP integration and synchronization with Customer's Open LDAP
10. Upload Customer-provided CA Certificates to the CUCM server nodes.
11. Configure disaster recovery system to backup to a remote Customer-provided SFTP server.
12. Configure the Communications Manager to support a single paging group for the PD
13. Integrate the existing overhead paging (Bogen TPU100B) system at PD with the new Cisco phone system via FXO port

*Customer Responsibilities*

1. Providing user credentials required to integrate into existing Open LDAP environment.
2. If Customer Music On Hold is desired:
  - o Providing Music on Hold electronically in a .wav format.
  - o Assuming all responsibility for Music on Hold licensing or royalties required for Music on Hold files or feeds not provided for free with the Communications Manager software.
3. Ensuring Open LDAP is properly populated as determined during the design phase with telephone numbers to support the successful LDAP integration with the Cisco Unified Communications solution.
4. Ensuring all workstations, smartphones, and tablets on which UC Client applications are to be installed, meet the requirements set by Cisco for the applicable client.



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5. Providing network DNIS information as specified by carriers.
6. Coordinating with telecommunications provider to order and schedule appropriate telecommunications circuits per the design specifications and project plan.
7. Providing WAN circuits that will follow proper QoS and traffic shaping design concepts.

*Assumptions*

1. All naming conventions for Cisco Unified Communications Manager will be defined before implementation and configuration of the cluster.
2. All alarm system, elevator, commercial power/HVAC system monitoring, and other critical service phone lines connect directly to the Public Switched Telephone Network (PSTN) and are not connected to ports that are part of the solution.
3. There are no third-party devices or applications needed to meet the Americans with Disability Act, similar regulations in other countries, or deployed for any other reason to aid users with special needs.
4. Outbound call redundancy will be controlled via the Cisco Unified Communications Manager cluster.
5. Inbound call redundancy will be controlled via selected PSTN services provider.
6. Current PD paging system can interface new phone system via FXO/RJ11

*Out of Scope*

1. Management of Customer's circuit (PSTN; data) Service Providers.
2. Removal of existing phone system or network components.
3. Installation of phone wall mount kits or similar device mounting components.
4. Configuration and implementation of multicast within Customer's network.
5. Single Sign-On (SSO) for Cisco Unified Communications Manager Administration.
6. Call recording or monitoring.
7. Forced Authorization Codes and/or Client Matter Codes.
8. Extension Mobility Cross Cluster configuration.
9. Integration to an existing PBX, IVR, or voicemail system.

**CISCO UNITY CONNECTION**

As part of the Cisco Unity Connection implementation, Seller will:

1. Determine Customer's voice messaging requirements.
2. Deploy Cisco Unity Connection version 11.X as a dual-node active/active cluster and integrate with Cisco Unified Communications Manager.
3. Configure up to fourteen (14) call handlers/Auto Attendant applications.
4. Configure voicemail services for up to (489) users.
5. Configure LDAP integration.
6. Configure disaster recovery system to backup to a remote Customer-provided SFTP server.

*Customer Responsibilities*

1. Providing user credentials required to integrate into existing Open LDAP environment.

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*Assumptions*

1. All naming conventions for Unity Connection will be defined before configuration of the cluster.
2. All subscriber account e-mail addresses are populated as Unity Connection utilizes LDAP integration and requires population of all subscriber account e-mail addresses.

*Out of Scope*

1. Integration to an existing PBX or voicemail system.

**CISCO PRIME LICENSE MANAGER**

Cisco Prime License Manager (PLM) handles licensing fulfillment, supports allocation and reconciliation of licenses, and provides enterprise-level reporting of usage and entitlement for the Cisco Unified Communications applications.

As part of the Cisco Prime License Manager implementation, Seller will:

1. Implement VMware OVA template for PLM co-resident (on same VM) as Cisco Unity Connection.
2. Implement Cisco's voice operating system and the PLM application. Anticipated version to be 11.X.
3. Configure the following applications in PLM:
  - o Cisco Unified Communications Manager
  - o Cisco Unity Connection
4. Implement the 11.x licenses in PLM.

**CISCO VOICE GATEWAYS**

As part of the voice gateway implementation, Seller will:

1. Determine Customer's dial plan and gateway requirements.
2. Configure the (16) Cisco PLATFORM voice gateways with the following:
  - o QoS based upon the latest Seller best practices to set priority on all voice control and bearer traffic.
  - o Physical network interfaces based on the design phase of the project.
  - o SRST to support the endpoints at the remote locations.
  - o DSP resources for conferencing and transcoding.
  - o High availability based on the design phase of the project.
  - o Network addressing based on the design phase of the project.
  - o Secure access to the gateways based on the design phase of the project.
  - o Unicast and multicast routing based on the design phase of the project.
  - o Network management parameters based on the design phase of the project.
  - o Other configuration parameters, as necessitated by the environment and as dictated by Seller best practices.

Location	GW Model	Phone Count	PSTN Type
City Hall Secondary	4321	181	SIP
PD	4321	135	SIP Backup

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Housing	4321	24	POTS Backup
Special Services	4321	33	POTS Backup
CMC	4321	6	POTS Backup
Senior Center	4321	10	POTS Backup
Fire Department	4321	23	POTS Backup
Fire Station 2	881	2	POTS Backup
Fire Station 3	881	2	POTS Backup
Fire Station 4	881	2	POTS Backup
Fire Station 5	881	2	POTS Backup
Fire Station 6	881	2	POTS Backup
Fire Station 7	881	2	POTS Backup
Public Works	4331	52	POTS Backup
Magnolia Park	4321	10	POTS Backup
Buena Clinton	4321	11	POTS Backup

*Customer Responsibilities*

1. Providing all cabling, adapters, 66/110 blocks, patch panels, etc.
2. Terminating all analog connections to all 66/110 blocks and/or patch panels.

*Assumptions*

1. Survivable Remote Site Telephony (SRST) services will provide basic phone services for emergency service only. Voicemail and AutoAttendant services will not be preserved during SRST fallback operation.
2. All voice gateway connections terminate in the same closet that the voice gateway equipment will reside.

*Out of Scope*

1. Analog punch down.
2. Multicast work.

**PUBLIC SWITCHED TELEPHONE NETWORK TRUNKING**

As part of the PSTN implementation, Seller will:

1. Determine Customer's PSTN requirements.
2. Configure sixteen (16) Cisco PLATFORM voice gateways with the following PSTN Type:

Location	GW Model	Phone Count	PSTN Type
City Hall Secondary	4321	181	SIP
PD	4321	135	SIP Backup

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Housing	4321	24	POTS Backup
Special Services	4321	33	POTS Backup
CMC	4321	6	POTS Backup
Senior Center	4321	10	POTS Backup
Fire Department	4321	23	POTS Backup
Fire Station 2	881	2	POTS Backup
Fire Station 3	881	2	POTS Backup
Fire Station 4	881	2	POTS Backup
Fire Station 5	881	2	POTS Backup
Fire Station 6	881	2	POTS Backup
Fire Station 7	881	2	POTS Backup
Public Works	4331	52	POTS Backup
Magnolia Park	4321	10	POTS Backup
Buena Clinton	4321	11	POTS Backup

3. Configure Unified Communications Manager to support the PSTN configuration based on the design phase of the project.
4. Test the PSTN connectivity to ensure proper operation.
5. Support up to sixteen (16) cutovers for porting blocks of PSTN numbers from the traditional PRI to the new SIP trunking based on the design and planning phase of the project.
6. Assist with SIP turn up and provide required configurations for the SIP trunks

*Customer Responsibilities*

1. Ordering services from the selected service provider(s).
2. Racking and physically connect the Cisco voice gateways to the LAN.
3. Configuring, testing, and implementation of LAN /WAN in terms of routing and QoS configuration to support proposed PSTN connectivity.
4. Providing network DNIS.
5. Contact PSTN provider to schedule dates and time for DID porting
6. Ordering of required SIP trunks based on Seller's recommendation
7. Contact SIP provider to schedule turn up of SIP trunks

*Assumptions*

1. The hand off will be Ethernet from the SIP provider to the Cisco voice gateways.
2. Outbound call redundancy will be controlled by Unified Communications Manager.
3. Inbound call redundancy will be controlled via selected PSTN services provider.
4. Customer has provisioned enough bandwidth to support the proposed design.
5. Customer and Seller will work together to determine timeline and numbers to be ported per cutover
6. Customer and Seller will work together to determine timeline and locations for SIP turn-up

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7. During implementation and cutover, all communication to carrier(s) will be done by both Customer and Seller.

**CISCO LAN NETWORK QoS/VLAN REVIEW**

As part of the LAN network QoS and VLAN review, Seller will perform the following:

1. Review existing QoS and VLAN configurations.
2. Compare existing configurations to Seller and Cisco best practices.
3. Determine configuration remediation work that is needed.
4. Develop recommendations and new template(s) as needed.
5. Review findings and present recommendations to Customer.

***Customer Responsibilities***

1. Providing all network addressing information, passwords, current QoS and VLAN information, etc.
2. Providing WAN circuits that will follow proper QoS and traffic shaping design concepts.
3. Changes to existing network equipment that are not explicitly specified in this SoW as the responsibility of Seller. This includes changes recommended from the QoS and VLAN review. Seller can assist with these changes, if desired by the client, with a change request process outside of this statement of work.

***Assumptions***

1. Current network is stable and operational.

***Out of Scope***

1. QoS and/or VLAN configuration or re-configuration work.
2. Network capacity planning.
3. WAN router configuration.
4. Multicast review/design work.

**PLANNING AND DISCOVERY**

The Unified Communications project will begin with the planning and discovery phase. Key activities that will be completed in this phase include:

1. Project Kickoff – The project team will be chartered and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions, and finalize any logistical details such as security clearance and equipment access.
2. Discovery – The project team will evaluate and document existing data infrastructure, physical facilities, telecommunications infrastructure, and representative station reviews.
3. Requirements Gathering – The project team will conduct interviews with selected Customer staff to understand and document telephony feature and function requirements.
4. Project Planning – The project team will develop project planning documents including a project plan which includes timelines, tasks, and resource assignments.

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The planning and discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

## **DESIGN**

The design phase is a critical step in the project. During the design phase, Seller staff will determine, document, and review the system build and configuration. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

1. Analysis – The project team will review information gathered during discovery, review the new hardware configurations, and review Seller best practices in order to develop baseline design information.
2. Document Design – Seller staff will lead an effort to develop a final design custom to the Customer. This will be an interactive process between Seller engineers and Customer staff, as tradeoffs in design decisions, implementation impacts and issues, and the final selection of features for implementation are discussed. This will include Seller recommendations for changes to existing network infrastructure.
3. Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the infrastructure and reduce the chance of error caused by manual configuration.
4. Design Review – The design principles will be documented and a final design review will be conducted with all technical stakeholders. At the final design review, an overview of the design document will be presented for discussion, and a line-by-line walk through of the configuration templates will be used to map design criteria to configurations. The design review will be used as an educational tool as well as a forum for transferring knowledge to staff performing implementations.

## **IMPLEMENTATION AND TESTING**

During the implementation and testing phase, Seller staff will stage, build, configure, and test equipment per the design and per the bill of materials for this project. The project team will execute a defined test plan to verify implementation and configuration of the hardware and software and to test specific functionality. Seller will also document the system configuration before turning the system over to Customer.

## **CUSTOMER RESPONSIBILITIES**

- 1) Procuring and providing the Unified Communications equipment listed in the bill of materials.
- 2) Providing a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
- 3) Receiving the equipment, inventorying, and recording serial numbers and MAC addresses for non-phone devices at the staging location.
- 4) Unpacking, assembling, placing and cabling of Cisco IP Phones
- 5) Run ETAPS procedure below:
  - a) Go to settings on phone
  - b) Select ETAPS
  - c) Enter directory number for user
  - d) Hit submit
- 6) Participating in the test plan as per instructions provided by Seller.
- 7) Providing shipping addresses for each site along with contact names for shipment to Customer's specified locations if required.

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Proprietary and Confidential  
LLC.

Version: 1

Contract Number: 18328

Drafted by:

CDW,

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**TRAINING**

During the training phase, Seller will provide administrative training for key Customer technical staff as well as end-user training to ensure Customer end-users effectively utilize the new system.

**KNOWLEDGE TRANSFER AND ADMINISTRATION TRAINING**

Seller will provide up to eight (8) hours of knowledge transfer and basic Unified Communications administration training for up to four (4) Customer staff members in a classroom setting. This will include moves, adds, changes, and management where applicable, and will cover the following topics:

1. Cisco Unified Communications Manager
2. Cisco Unity Connection
3. System backups

*Notes*

1. The reading of debugs, SDL, SDI trace files, or similar logs, files, and reports for any of the UC applications and components is not included as part of the training.
2. The creation and modification of Unified Contact Center Express scripts is not included as part of the training.
3. In addition to the Seller-provided training, Seller strongly recommends that administrators attend Cisco-certified instructor-led training.

**END-USER TRAINING**

Seller will provide a train-the-trainer class to designated staff covering standard user features and functionality. Additional training classes covering specialized features and functionality will be conducted for the appropriate staff. Standard features and functionality are those that are configured for all or the majority of users related to calling, messaging, presence, and voicemail functionality.

As part of the End-User training, Seller will:

1. Provide one (1), 4-hour train-the-trainer class for up to four (4) Customer staff designated as trainers, covering:
  - o Cisco IP phones
  - o Cisco Unified Communications Self Care Portal for end-users
  - o Cisco Unity Connection voicemail

*Customer Responsibilities*

1. Notifying staff of training schedule and location(s), and ensure attendance of staff members to scheduled training sessions.
2. Providing room(s) for training classes.
3. Providing materials and equipment such as a PC, projector, and white board for use during training sessions.
4. Providing the IP telephones.

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5. Providing the proper switch ports or switch(es) to be temporarily deployed in classroom/training location(s).
6. Providing training sessions for the remainder of your employees as required.

**CUTOVER AND FIRST DAY OF SERVICE**

1. Once the activities as defined in the previous sections are complete, production cutover to the new system will take place. Seller will monitor the production system, and track and resolve incidents as follows:

Location	Hours
City Hall	8
PD	8
Senior Center and 3 Fire Stations	4
CMC and 3 Fire Stations	4
Special Services	4
Fire Department	4
Public Works	4
Magnolia Park and Buena Clinton	4
Housing	4

2. Once the new Unified Communications system is in production and first day issues have been resolved, Customer will move into a support phase. Customer will either transition to the Seller's Managed Services support organization or will assume full responsibility for all future support of the solution.
3. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
4. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.
5. Seller will assist with investigating and troubleshooting call quality issues within the equipment configured and implemented by Seller. If the issue is believed to be outside of this equipment, Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment.
6. Seller will assist Customer in testing the ability to dial Emergency Services (such as 911 and 9.911 within the US and Canada) from each site. Seller's recommends Customer periodically verify that Emergency Services call functionality continues to be operational after cutover.

**APPROVAL CRITERIA**

The following is a list of the approval criteria for this project:

1. Cisco Unified Communications Manager configured and implemented.
2. Cisco Unity Connection configured and implemented.
3. Cisco Prime License Manager configured and implemented.



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4. Cisco voice gateways configured and implemented.
5. Training provided to Administrators and End-Users.

## **PROJECT CLOSURE AND COMPLETION**

1. A project closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.
2. Hand-over of test acceptance items and completion of the test plan constitutes a completed project.

## **GENERAL RESPONSIBILITIES, ASSUMPTIONS, AND OUT OF SCOPE**

### **CUSTOMER RESPONSIBILITIES**

1. Providing all hardware and cabling required for implementation.
2. Providing proper 19" racks and screws.
3. Mounting all servers, routers, and switches into 19" racks.
4. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
5. Connecting all equipment to power sources.
6. Connecting all equipment to appropriate network switches.
7. Providing Seller access to all locations that require hardware to be implemented.
8. Providing keyboards, mice, and monitors for all servers.
9. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
10. Providing and configuring the required SFTP server to be used for the system backup and restore operations.
11. Implementing all required DNS records per the design prior to implementation.
12. Implementing all required DHCP scope configurations per the design prior to implementation.
13. Providing the station locations and the IP addressing and subnet mask plan for the proposed Unified Communications solution.
14. Providing information about Customer Provided Equipment (CPE), and the phone system model, features, software and hardware releases, available interfaces and specifications, dial plan, cable distances, and routes between the phone system and data equipment. This information should be provided for the existing and planned telephony requirements.
15. When requested by Seller, providing Customer's building layout, including the floor plans, cabling, and power locations for all applicable sites.
16. Providing all information regarding call flows within and outside of any contact centers.
17. Providing current network diagrams listing existing size, capacity, utilization, busy-hour voice, and data traffic requirements for all current network facilities to be utilized in the Unified Communications solution.
18. Identifying and/or procuring all third-party software and equipment impacted by the Unified Communications solution.
19. Providing a list of users, security levels, and access privileges, and define the Unified Communications system administration and securities policies, and any other special requirements to be configured in the equipment.
20. Confirming the completeness and accuracy of the information provided to Seller during the station review process. All design and station changes that need to be made as a result of incomplete or inaccurate station review or dial plan information may result in changes to the project fees.

**Exhibit C**  
**Dated the \_\_\_\_ day of \_\_\_\_\_, 2017, to the**  
**Services and Product Sales Agreement**  
**Between CDW Government LLC,**  
**and City of Garden Grove**

21. Providing sufficient network capacity based on performance objectives and traffic volumes.
22. Providing personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
23. Making available an appropriate Customer technical contact for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where project related equipment resides.
24. Providing current Cisco SMARTnet maintenance contracts covering all of the Cisco Unified Communications hardware and applications. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a SMARTnet support contract are considered out of scope and will be billed separately at standard hourly rates.
25. Providing CA certificates to Seller's engineer(s) as determined during the planning phase for implementation on UC application servers.
26. Deploying certificates to End-User workstations and mobile devices as required and determined during the planning phase.
27. Completing any Seller-provided documents/spreadsheets with user and phone information in the manner requested by Seller's engineers for proper importation.
28. Providing required bandwidth and latency for clustering over the WAN for all applications involved.

**ASSUMPTIONS**

1. The current network is functioning properly (no adverse conditions).
2. The current Microsoft and Open LDAP environment is functioning properly (no adverse conditions).
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
5. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
6. If any lift equipment is required to mount hardware, Customer will provide the proper equipment and personnel to operate and help mount the hardware in a safe manner.
7. All WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.
8. All faxes will not be part of the phone system and will be connected to PSTN via dedicated POTS lines.
9. Customer is responsible for all fax connectivity and test.

**OUT OF SCOPE**

Tasks outside this SoW include, but are not limited to:

1. Implementation and testing of cabling.
2. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
3. Implementation, configuration, and testing as a result of design changes.
4. Workstation and server connectivity testing.
5. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this Statement of Work.
6. Firewall/LAN access control list configuration.

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Services not specified in this SoW are considered out of scope and will be addressed with a separate SoW or Change Order.

**ITEMS TO BE PROVIDED:**

<b>Item</b>	<b>Description</b>	<b>Format</b>
Project Plan	Documented Plan of the Project	PDF
Discovery Workbook	Documentation of Preliminary Implementation	PDF
Technical Design Document	Documentation of System Design	PDF, Word
Test Plan	Executed Test Plan of UC Components	PDF, Word
Training Materials	End-User and Administrative Training Materials	Various

**PROJECT SCHEDULING**

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

**TOTAL FEES**

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Service Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

**SERVICES FEES**

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$94,769.20.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

**Exhibit C**  
**Dated the \_\_\_\_ day of \_\_\_\_\_, 2017, to the**  
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Table 2 – Services Fees

<b>Project Milestones</b>	<b>Percentage</b>	<b>Fees</b>
Project Kickoff	10%	\$9,476.92
Design Signoff	40%	\$37,907.68
Completion	50%	\$47,348.60
<b>Totals</b>	<b>100%</b>	<b><u>\$94,769.20</u></b>

**EXPENSES**

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

**Exhibit D**

**Dated the \_\_\_\_ day of \_\_\_\_\_, 2017, to the  
Services and Product Sales Agreement  
Between CDW Government LLC,  
and City of Garden Grove**

**Seller's Return Policy**

To obtain Seller's current return policy, Customer should contact CDW Customer Relations at 866.SVC.4CDW or via email at [CustomerRelations@cdw.com](mailto:CustomerRelations@cdw.com). Customer must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

# DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER PUB17024

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

## **I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT**

- 1. Bank Qualification Section**
  - Read and check box if appropriate
- 2. Lessee Signature**
  - Print name, title, sign and date (must be authorized officer)

## **II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE**

- Print name, title, sign and date

## **III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)**

- Print name, title, sign and date

## **IV. STATE SPECIFIC ADDENDA**

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

## **V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER**

- Print name, title, sign and date

## **VI. 8038 OR GC — IRS FORM**

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

## **VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):**

- ☐ **Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- ☐ **Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "additional insured."
- ☐ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- ☐ **Completed Billing Information form**
- ☐ **Advance payment check** made payable to DE LAGE LANDEN PUBLIC FINANCE LLC
- ☐ **State sales tax exemption certificate**
- ☐ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

## **ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:**

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

Lease Processing Center  
1111 Old Eagle School Road  
Wayne, PA 19087

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220  
FACSIMILE: (800) 700-4643

<b>LESSEE</b>	Full Legal Name <b>CITY OF GARDEN GROVE</b>	Phone Number		
	DBA Name (if any)	Purchase Order Requisition Number		
	Billing Address <b>11222 ACACIA PARKWAY</b>	City <b>GARDEN GROVE</b>	State <b>CA</b>	Zip <b>92840</b>

<b>EQUIPMENT INFORMATION</b>	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
				<b>SEE CDW QUOTE #: JKMB595 DATED 11/17/2017</b>
Equipment Location (if not same as above) City State Zip				

<b>PAYMENT INFORMATION</b>	Number of Lease Payments <b>5</b>	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) <b>60</b>	Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other
	End of Lease Option: \$1	

<b>BANK QUALIFICATION</b>	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. <input type="checkbox"/> Bank Qualification Elected
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## TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION ABOUT THIS LEASE OR THE EQUIPMENT. THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation <b>CITY OF GARDEN GROVE</b>	
	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

<b>LESSOR</b>	Lessor Signature	Date
	Print Name	
	Title	
	For <b>DE LAGE LANDEN PUBLIC FINANCE LLC</b>	
	Lease Number <b>PUB 17024</b>	
	Lease Date <b>DECEMBER 1, 2017</b>	
	Vendor I.D. Number	

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

**YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.**

**10. ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

**12. INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

**13. TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

**20. UCC - ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

**22. BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

**25. FACSIMILE DOCUMENTATION.** YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

**26. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).



**ATTACHMENT 1****STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: CITY OF GARDEN GROVELEASE NUMBER: PUB 17064LEASE DATE: DECEMBER 1, 20 17

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	1/1/2018	-	-	-	323,395.40	-
1	2/1/2018	64,679.08	0.00	64,679.08	258,716.32	265,572.30
2	2/1/2019	64,679.08	0.00	64,679.08	194,037.24	199,179.23
3	2/1/2020	64,679.08	0.00	64,679.08	129,358.16	132,786.15
4	2/1/2021	64,679.08	0.00	64,679.08	64,679.08	66,393.08
5	2/1/2022	64,679.08	0.00	64,679.08	0.00	0.00
Grand Totals	-	323,395.40	0.00	323,395.40	-	-

Sales tax of \_\_\_\_\_ is included in the financed amount shown above.

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$ 302,265.52\* AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 3.346%\*. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-G.

The promotional amortization schedule (including the equipment cost, the promotional interest rate, the payment dates and the payment amounts) shall remain as detailed above. The two figures noted with an \* above (amount financed by Lessor and the Yield for Federal income tax purposes) may need to be adjusted prior to closing in the event financial market conditions change. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: \_\_\_\_\_

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

\_\_\_\_\_  
\_\_\_\_\_

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**  
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# \_\_\_\_\_.

☐ YES ☐ NO

Is a new purchase order required for each new fiscal period?

☐ YES ☐ NO

If yes, provide month/year PO expires \_\_\_\_\_

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.

☐ YES ☐ NO

Do you require any special information to establish a vendor number for \_\_\_\_\_?

☐ YES ☐ NO

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

### CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

***If you have further questions, please consult your regular bond or legal counsel.***

# MUNICIPAL AUTHORIZATION

Date: 12/1/2017

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated DECEMBER 1, 2017 between DE LAGE LANDEN PUBLIC FINANCE LLC (herein called "Creditor") and CITY OF GARDEN GROVE (herein called "Obligor") for the financing of SEE CDW QUOTE #: JKMB595 DATE (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

<b>CREDITOR SIGNATURE</b>	Creditor Name <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Signature X _____
	Print Name _____
	Title _____

<b>OBLIGOR SIGNATURE</b>	Obligor Name <u>CITY OF GARDEN GROVE</u>
	Signature X _____
	Print Name _____
	Title _____

<b>OBLIGOR SIGNATURE</b>	Obligor Name <u>CITY OF GARDEN GROVE</u>
	Signature X _____
	Print Name _____
	Title _____

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Teresa Pomeroy  
Dept.: City Manager Dept.: City Clerk  
Subject: Second reading and adoption Date: 12/12/2017  
of Ordinance No. 2889

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Attached is Ordinance No. 2889 for second reading and recommended adoption.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Ordinance No. 2889	12/7/2017	Ordinance	2889_NOVUS_Development_Agreement_DA-008-2017_Investel_Garden_Resorts.pdf
Development Agreement	12/7/2017	Backup Material	2889_NOVUS_Agreement_with_Investel_(Site_C) - _Executable_Version_(1).PDF

ORDINANCE NO. 2889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A DEVELOPMENT AGREEMENT BETWEEN INVESTEL GARDEN RESORTS, LLC AND THE CITY OF GARDEN GROVE FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF HARBOR BOULEVARD AND TWINTREE LANE, WEST OF CHOISSER ROAD AT 12222, 12252, 12262, 12272, 12292, AND 12302 HARBOR BOULEVARD, 12511, 12531, 12551 AND 12571 TWINTREE LANE, AND 12233, 12235, 12237, AND 12239 CHOISSER ROAD, ASSESSOR'S PARCEL NOS. 231-491-20, 231-521-01, 02, 03, 04, 05, 06, 07, 08, 09, AND 10; AND 231-491-12, 13, 14, 15, 16, 17, 18, AND 19

**City Attorney Summary**

***This Ordinance approves a Development Agreement between the Investel Garden Resorts, LLC, the developer of a hotel resort and related improvements on property located at the northeast corner of Harbor Boulevard and Twintree Lane, at 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, 12511, 12531, 12551 and 12571 Twintree Lane, and 12233, 12235, 12237, and 12239 Choisser Road, Assessor's Parcel Nos. 231-491-20, 231-521-01, 02, 03, 04, 05, 06, 07, 08, 09, and 10; and 231-491-12, 13, 14, 15, 16, 17, 18, and 19. The agreement provides that the developer will be entitled to build the project in accordance with the land use entitlements approved pursuant to the development and performance standards of Planned Unit Development No. PUD-128-12, Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455 for a period of up to 10 years. The agreement further provides for a development agreement payment to the City of Garden Grove in an amount up to \$852,571.***

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY FINDS AND DETERMINES AS FOLLOWS:

A. The City of Garden Grove has received an application from Investel Garden Resorts, LLC for Development Agreement No. DA-008-2017 for the development of a hotel resort project consisting of an aggregate total of a maximum of 769 rooms within up to three (3) hotels, approximately 39,867 square feet of conference/meeting banquet space, an aggregate total of approximately 36,885 square feet of restaurant/bar/retail/entertainment space, approximately 24,014 square feet of hotel restaurant space, approximately 26,090 square feet of additional hotel ancillary uses (i.e., fitness centers, pools, gyms, spas, salons, hotel shops, and kids' clubs), and a parking structure containing approximately 1,297 parking spaces within a multi-level parking structure with one-level of subterranean parking on property located at 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, 12511, 12531, 12551 and 12571 Twintree Lane, and 12233, 12235, 12237, and 12239 Choisser Road, Assessor's Parcel Nos. 231-491-20, 231-521-01, 02, 03, 04, 05, 06, 07, 08, 09, and 10; and 231-491-12, 13, 14, 15, 16, 17, 18, and 19 (the "Project"), consistent with Site Plan No. SP-043-2017 and

Tentative Tract Map No. TT-17455, the approved land use entitlements for the Project.

B. The Project site has a General Plan Land Use Designation of International West Mixed Use and is zoned Planned Unit Development No. PUD-128-12.

C. The Project was originally proposed and considered in 2012 (the "2012 Project"). Pursuant to the California Environmental Quality Act, Public Resources Code Sections 21000 et seq. and California Code of Regulations, Title 14, Sections 15000 et seq. ("CEQA"), the City adopted a Mitigated Negative Declaration and approved the Project in 2012. A Notice of Determination was filed and posted on November 28, 2012. In 2017, minor modifications were proposed to the 2012 Project (the "Modified Project"). Pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Section 15162, the City prepared a subsequent initial study to analyze the Modified Project's environmental effects. The subsequent initial study concluded that all of the Modified Project's environmental impacts could be reduced to a level of less than significance. On this basis, on November 2, 2017, the City's Planning Commission adopted Resolution No. 5898-17 adopting a Subsequent Mitigated Negative Declaration for the Modified Project and Resolution No. 5899-17 approving Site Plan No. SP-043-2017 and Tentative Map No. TT-17455. A Notice of Determination for the Subsequent Mitigated Negative Declaration was filed and posted on November 3, 2017. The Development Agreement implements the Modified Project as analyzed by the Subsequent Mitigated Negative Declaration and as approved by the City's Planning Commission. No further environmental review is required. (Public Resources Code § 21166; Cal. Code of Regs., Tit. 14, § 15162.)

D. Pursuant to Resolution No. 5900-17, the Planning Commission, following a duly noticed Public Hearing held on November 2, 2017, recommended approval of Development Agreement No. DA-008-2017.

E. Development Agreement No. DA-008-2017 is consistent with the General Plan land designation of International West Mixed Use and the zoning of Planned Unit Development No. PUD-128-12, including the goals and policies of the Garden Grove General Plan.

F. Pursuant to a legal notice, a Public Hearing was held by the City Council on December 6, 2017, and all interested persons were given an opportunity to be heard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that the above recitations are true and correct.

Section 2. Approval. Development Agreement No. DA-008-2017 is hereby approved for property located on the northeast corner of Harbor Boulevard and Twintree Lane, west of Choisser Road at 12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard, 12511, 12531, 12551 and 12571 Twintree Lane, and 12233, 12235, 12237, and 12239 Choisser Road, Assessor's Parcel Nos. 231-491-20, 231-521-01, 02, 03, 04, 05, 06, 07, 08, 09, and 10; and 231-491-12, 13, 14, 15, 16, 17, 18, and 19. A copy of Development Agreement No. DA-008-2017 is attached to this Ordinance and is on file in the City Clerk's Office.

Section 3. Authority to Execute Agreement. The City Manager is hereby authorized to execute the Development Agreement on behalf of the City.

Section 4. Recording. Pursuant to California Government Code Section 65868.5, the City Clerk shall record a copy of the Development Agreement with the County Recorder for the County of Orange within 10 days after the Development Agreement is executed.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on December 6, 2017, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(6)	BEARD, O'NEILL, NGUYEN T., KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(1)	BUI



RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )

City Clerk's Office )  
City of Garden Grove )  
11222 Acacia Parkway )  
Garden Grove, CA 92840 )  
)  
)

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(Space above for Recorder.)

This document is exempt from  
payment of a recording fee pursuant to  
Government Code Section 6103.

Dated: \_\_\_\_\_

**DEVELOPMENT AGREEMENT NO. DA-008-2017**

**SP-043-2017 and TT-17455**

(Investel Garden Resorts, LLC)

**THIS DEVELOPMENT AGREEMENT** ("Agreement" or "Development Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by the CITY OF GARDEN GROVE, a municipal corporation ("CITY") on the one hand, and INVESTEL GARDEN RESORTS, LLC, a Delaware limited liability company ("DEVELOPER"), on the other hand, pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code.

**RECITALS**

The following recitals are a substantive part of this Agreement:

- A. The CITY and DEVELOPER desire to enter into this Development Agreement for the construction of a hotel resort development project (the "PROJECT") on that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "PROPERTY"). DEVELOPER is assignee of the "Developer" pursuant to, and has acquired, or will acquire, such PROPERTY in accordance with, that certain Grove District Resort Hotel Development Agreement dated as of April 9, 2013, by and between CITY and Land & Design,

Inc., as subsequently amended (the "DDA"). All Capitalized terms not defined in this Development Agreement, shall have the meaning ascribed to them in the DDA.

- B. On November 13, 2012, the Garden Grove City Council adopted Resolution No. 9153-12 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program ("MND") for the PROJECT pursuant to the California Environmental Quality Act, California Public Resources Code section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.
- C. On November 13, 2012, the Garden Grove City Council adopted Resolution No. 9154-12 approving General Plan Amendment No. GPA-2-12(B) (the "General Plan Amendment"), which changed the General Plan land use designation of a portion of the PROPERTY to International West Mixed Use.
- D. On November 27, 2012, the Garden Grove City Council adopted Ordinance No. 2824 approving Planned Unit Development No. PUD-128-12 (the "PUD"), which established planned unit development zoning on the PROPERTY to facilitate the development and operation of the PROJECT. The provisions and development standards of the PUD are set forth in Resolution No. 5779-12, adopted by the Garden Grove Planning Commission on October 4, 2012, and include specified Performance Standards with which DEVELOPER must comply in the development of all aspects of the PROJECT. A copy of the PUD Performance Standards are attached hereto as Exhibit "B" and incorporated herein by reference.
- E. In order to implement the PROJECT and certain modifications to site plan, at DEVELOPER's request, on November 2, 2017, the Garden Grove Planning Commission adopted (i) Resolution No. 5904-17 adopting a Subsequent Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the PROJECT, and (ii) Resolution No. 5899-17 approving Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455, subject to certain specified conditions of approval (the "Conditions of Approval"). The Conditions of Approval are attached hereto as Exhibit "C" and incorporated herein by reference.
- F. The CITY and DEVELOPER desire to enter into this Development Agreement for the construction of the PROJECT pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code (the "Development Agreement Statute").
- G. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.

- H. The Development Agreement Statute provides the authority for CITY to enter into binding development agreements with a person having a legal or equitable interest in real property.
- I. DEVELOPER has an equitable interest in the PROPERTY.
- J. As consideration for the benefits gained by DEVELOPER from the vested rights acquired pursuant to the Development Agreement Statute, CITY is requiring that DEVELOPER construct and install as part of development of the PROJECT certain public improvements and provide other public benefits.

## **AGREEMENT**

### **THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Duration of Term. Subject to Sections 12, 13, and 28 of this Development Agreement, the initial term of this Development Agreement and Land Use Entitlements described in Section 2 shall commence on the Effective Date and shall terminate and expire five (5) years from the Effective Date (the "Initial Term"), subject to earlier termination under the provisions set forth herein, and subject to extension under the provisions set forth herein. The initial term of this Development Agreement and Land Use Entitlements shall be automatically extended for up to five (5) additional one (1) year terms (each an "Extension Term") if, prior to expiration of the Initial Term, DEVELOPER (a) provides written notice to CITY that it wishes to extend the term one (1) additional year, and (2) pays CITY a fee in the amount of Twenty Thousand Dollars (\$20,000). If not already terminated by reason of any other provision in this Agreement, or for any other reason, this Development Agreement and all Land Use Entitlements shall automatically terminate and be of no further force and effect upon expiration of the term, regardless of whether the Project has been completed, and DEVELOPER's right to proceed with or complete development of the PROJECT and the use of the PROPERTY pursuant to this Development Agreement shall also automatically terminate and be of no further force and effect.
2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: a hotel resort consisting of an aggregate total of a maximum of 769 rooms within up to three (3) hotels, approximately 39,867 square feet of conference/meeting banquet space, an aggregate total of approximately 36,885 square feet of restaurant/bar/retail/entertainment space, approximately 24,014 square feet of hotel restaurant space, approximately 26,090 square feet of additional hotel ancillary uses (i.e., fitness centers, pools, gyms, spas, salons, hotel shops, and kids' clubs), and a parking structure containing approximately 1,297 parking spaces. The PROJECT is subject to the Planned Unit Development provisions and development

standards of the PUD zoning that have been approved through the PUD process, including the PUD Performance Standards and the Conditions of Approval. As of the Effective Date, the PROJECT has been granted the following land use entitlements: Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455 (collectively, the "Land Use Entitlements"). Site Plan No. SP-043-2017 allows for construction of the hotels and ancillary amenities, restaurant, retail, and entertainment venues, multi-level parking structure, and related public and private improvements making up the PROJECT, and Tentative and Tract Map No. TT-17455 allows the reconfiguration and consolidation of the existing parcels on the PROPERTY into two lots to facilitate development and condominiumization of the PROJECT. If Site Plan No. SP-043-2017 or Tentative Tract Map No. TT-17455 are amended from time to time, "Land Use Entitlements" shall include such matters as amended. If this Development Agreement is required by law to be amended in order for "Land Use Entitlements" to include such amendments, "Land Use Entitlements" shall not include such amendments unless and until this Development Agreement is amended.

3. Density/Intensity. The density or intensity of the PROJECT is as follows: a hotel facility consisting of an aggregate total of a maximum of 769 rooms within up to three (3) hotels, approximately 39,867 square feet of conference/meeting banquet space, approximately 36,885 square feet of restaurant/bar/retail/entertainment space, approximately 24,014 square feet of hotel restaurant/bar space, and approximately 26,090 square feet of additional hotel ancillary uses (i.e., fitness centers, pools, gyms, spas, salons, hotel shops, and kids' clubs), and a parking structure containing approximately 1,297 above- and below-ground parking spaces.
4. Maximum Height and Building Size. The maximum height and building sizes applicable to the PROJECT are as approved by Site Plan No. SP-043-2017 and are generally as follows: The maximum height of the Hotel "A" tower shall be 240 feet; the maximum height of the portion of Hotel A containing above-ground parking, restaurant and retail space, and pools shall be 75 to 85 feet; the maximum height of Hotel "B" shall be 200 feet; the maximum height of Hotel "C" shall be 130 feet (east side) to 158 feet (west side); and the maximum height of the restaurant building parallel to Harbor Boulevard shall be 38 feet.
5. Reservation or Dedication. The reservation of easements or dedication of property to the CITY to allow the construction of the proposed development shall be as shown on and/or conditioned in the approved Land Use Entitlements.
6. Developer Improvements. DEVELOPER and CITY contemplate a phased construction of the Developer Improvements, which will be pursuant to the Developer's schedule and the DDA. The Developer Improvements, as defined

by the DDA, and as described in Planning Commission Resolution No. 5899-17, shall be, in any such phase, constructed prior to the occupancy of the proposed development or the issuance of any certificate of occupancy for any portion of the development, all in accordance with the terms and conditions of Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455.

7. Scope of PROJECT. The Scope of the PROJECT is as specified in the DDA and the Land Use Entitlements. Subject to the foregoing, the PROJECT generally includes the construction of a hotel resort project consisting of an aggregate total of a maximum of 769 rooms and approximately 26,090 square feet of additional hotel ancillary uses (i.e., fitness centers, pools, gyms, spas, salons, hotel shops, and kids' clubs) within up to three (3) hotels, an aggregate total of approximately 39,867 square feet of conference/meeting banquet space, approximately 36,885 square feet of restaurant/retail/entertainment space, a and approximately 24,014 square feet of hotel restaurant space, a parking structure containing approximately 1,297 above- and below-ground parking spaces, and the reconfiguration and consolidation of the existing parcels on the PROPERTY into two lots, along with related public and private improvements.
8. Resolution/Material Terms. All PUD Performance Standards and Conditions of Approval are material terms of this Development Agreement and breach of any such performance standard or condition of approval shall be deemed to be a breach of this Development Agreement, subject to the right to cure non-compliance as set forth in Section 4 of Exhibit "D" hereto.
9. Development Fees and Development Agreement Payment. As material consideration for City's entering into this Development Agreement, DEVELOPER agrees to make the payments described in this Section 9.
  - 9.1 Development Fees. DEVELOPER shall be responsible for paying, at the time they become due, all development fees for construction of the PROJECT required by the CITY or other agencies with jurisdiction pursuant to applicable law or regulations, the PUD Performance Standards, the Conditions of Approval, and/or this Development Agreement (collectively, "Development Fees"). Development Fees for the PROJECT include (i) non-CITY controlled fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges, including, without limitation, Orange County Sanitation District ("OCSD") and Garden Grove Unified School District ("GGUSD") fees (collectively, "Other Agency Development Fees"); and (ii) "City Development Fees." "City Development Fees" include (a) CITY's normal administrative fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications, including, without limitation, engineering fees, grading and building permit fees, fire services fees, building permit/plan review fees, and electrical,

mechanical and plumbing permit fees (collectively, "Administrative Fees"); and (b) all development impact fees charged by CITY for the purpose of defraying all or a portion of the cost of public facilities and programs related to development of the PROJECT ("Development Impact Fees"), which include, without limitation, art in public places fees, general plan and cultural arts fees, parkway tree fees, commercial driveway fees, water assessment fees, drainage facility fees, and traffic impact mitigation fees for the PROJECT. City Development Fees are currently estimated to total approximately Three Million Three Hundred Ten Thousand Five Hundred Fifty Eight Dollars (\$3,310,558). Exhibit "E" attached hereto illustrates how this estimate was derived. The fees and estimates set forth in Exhibit "E" are intended solely for reference only and to assist the parties in implementing this Agreement and are subject to change or correction and not intended to bind the parties. The type and amount of all Development Impact Fees paid during the Initial Term shall be based on the laws, regulations, and fee schedules in effect as of the Effective Date, without regard to the estimate herein. The type and amount of all Development Impact Fees paid during an Extension Term and all other Development Fees shall be based on the laws, regulations, and fee schedules in effect as of the dates such fees become due, without regard to the estimate herein, unless otherwise specified in a written agreement with CITY or other agencies with jurisdiction.

9.2 Development Agreement Payment. DEVELOPER shall pay a negotiated Development Agreement Payment to the CITY in an amount calculated to equal the positive difference between (1) the final actual total of the City Development Fees paid; and (2) Four Million One Hundred Sixty Three Thousand One Hundred Twenty Nine Dollars (\$4,163,129). For example, if the current estimates of the City Development Fees are accurate, the Development Agreement Payment will be \$852,571. If the final actual amount of City Development Fees paid *is less than* the current estimate, then the amount of the Development Agreement Payment will exceed \$852,571. If the final actual amount of City Development Fees paid *is more than* the current estimate, then the amount of the Development Agreement Payment will be less than \$852,571. If the final actual amount of City Development Fees paid exceeds the current estimate by more than \$852,571, then the amount of the Development Agreement Payment will zero.

10. City Agreement. CITY agrees that the sums to be paid to the CITY, pursuant to Paragraph 9.2, will reimburse CITY for the cost of certain CITY services, equipment, and public infrastructure required by the PROJECT that are not otherwise being reimbursed to CITY, including, but not limited to, additional costs for fire, police, and public works services and equipment and construction of public infrastructure.

11. Development Agreement Payment Due Dates. The Development Agreement Payment set forth in Section 9.2 shall be due and payable prior to the issuance of the first certificate of occupancy for the PROJECT. In the event that not all anticipated City Development Fees have been paid at the time of such payment because development of any portion of the PROJECT has not yet been undertaken or completed, CITY shall hold an amount equal to the reasonably estimated additional sum of City Development Fees applicable to the remaining portion of the PROJECT in trust until such time as the remaining City Development Fees become payable. In the event it is determined that DEVELOPER has overpaid the Development Agreement Payment after all City Development Fees have been paid, CITY shall reimburse DEVELOPER the amount of such overpayment within ninety (90) days of written notice from DEVELOPER to CITY.
12. Termination Provisions.
- A. This Agreement shall automatically terminate and be of no further force and effect upon the occurrence of any of the following events:
- (i) Expiration of the term pursuant to Section 1;
  - (ii) If the parties mutually agree in writing to terminate this Agreement;
  - (iii) Entry after all appeals have been exhausted of a final judgment or issuance of a final order from a court of competent jurisdiction directed to CITY invalidating this Agreement;
  - (iv) The DDA is terminated in accordance with its terms; or
  - (v) Title to the PROPERTY re-vests in the CITY pursuant to the terms of the DDA.
- B. Except for automatic termination pursuant to Section 12.A., above, this Agreement may only be terminated (i) through the periodic review process referred to in Section 13 herein, in accordance with the process and procedures set forth in Exhibit "D", or (ii) upon material breach of the Agreement by DEVELOPER, in which case the process and procedures set forth in Exhibit "D" shall be utilized without regard to the timing of the periodic review.
- C. Termination of this Agreement pursuant to Sections 12.A. or 12.B shall not excuse DEVELOPER from (i) its indemnification and defense obligations set forth in Section 24 herein, (ii) the payment of any fees or payments required pursuant to Section 9 that have come due but remain unpaid as of the date of termination, or (iii) the payment of any legally recoverable damages incurred by CITY as a result of

DEVELOPER's breach of the Agreement prior to its termination, which obligation shall expressly survive termination of this Agreement.

13. Periodic Review. For so long as this Development Agreement remains in effect, CITY shall review DEVELOPER'S performance under this Development Agreement at least once every twelve (12) months from the Effective Date pursuant to the process described in Exhibit "D". This review shall be conducted by the CITY's Director of Community and Economic Development. DEVELOPER shall demonstrate good faith compliance with the terms of this Development Agreement. If as a result of the review, CITY finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Development Agreement, CITY may terminate this Development Agreement in accordance with the process and procedures set forth in Exhibit "D".
14. City Discretion. So long as the Agreement remains in effect, DEVELOPER shall have the full vested right to construct and complete development of the PROJECT consistent with the PUD and the Land Use Entitlements. Otherwise, CITY retains its right and discretion, under all applicable laws and codes, to approve or disapprove any item related to this PROJECT that it has not specifically agreed to via this Agreement. DEVELOPER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature that apply to the PROJECT and the PROPERTY and that this Agreement does not relieve DEVELOPER of the necessity of filing applications for and obtaining any such permits. This Development Agreement shall not prevent CITY from applying new rules, regulations and policies contained in codes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by the CITY, if applicable (Uniform Codes") as long as adoption of the Uniform Codes applies to all development in the CITY. This Development Agreement also shall not prevent CITY from adopting new rules, regulations and policies, including amendments or modifications to Uniform Codes, which directly result from findings by CITY that failure to adopt such rules, regulations or policies would result in a condition injurious or detrimental to the public health and safety, as long as adoption of such rules, regulations or policies apply to all development in the CITY.



15. Improvement Schedule. The following improvements shall be constructed by the stated dates:
- A. The private PROJECT improvements on the PROPERTY shall be constructed by the dates set forth in the DDA Schedule of Performance, as it may be amended from time to time by the parties.
  - B. All repairs and improvements to the public right-of-way described in the PUD Performance Standards and the Conditions of Approval shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities.
16. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied.
17. Non-Liability of Officials and Employees of the City. No member, official, employee or agent of the CITY shall be personally liable to the DEVELOPER, or any successor in interest, in the event of any default or breach by the CITY or for any amount that may become due to the DEVELOPER or its successors, or on any obligations under the terms of this Agreement.
18. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:  
Investel Garden Resorts, LLC  
11999 Harbor Boulevard #1711  
Garden Grove, CA 92840  
Attn: Danny Wei
  - B. Address of CITY is as follows:  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attn: City Manager
19. DEVELOPER'S Proposal. The PROJECT shall include DEVELOPER's proposal, as modified by Planning Commission and City Council, including all Conditions of Approval contained in Planning Commission Resolution No. 5899-17, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, the terms of this Agreement shall govern.

20. Licenses, Permits, Fees, and Assessments. At its sole expense, DEVELOPER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's In Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the parties and shall be specifically binding upon and for the benefit of any future lessees or other owners of an interest in PROPERTY. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the PROPERTY: (i) is for the benefit of and is a burden upon every portion of the PROPERTY; (ii) runs with the PROPERTY and each and every portion thereof; and (iii) is binding upon each party and each of DEVELOPER's transferees during their respective ownership of the PROPERTY or any portion thereof. From and after recordation of this Agreement against the PROPERTY, DEVELOPER, and DEVELOPER's successors in interest, shall have the full right to assign this Agreement as to the PROPERTY, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) such assignment is effectuated in accordance with the terms of the DDA, and (ii) DEVELOPER, or its successors in interest, as applicable, expressly assigns the benefits of this Agreement and the assignee expressly assumes the burdens of this Agreement by written instrument approved by CITY, acting through its City Manager. Following an assignment or transfer, the use and enjoyment of the PROPERTY so transferred shall be subject to the terms of this Agreement to the same extent as if the transferee or assignee was the DEVELOPER. Upon the express written assumption and the conveyance of DEVELOPER's interest in the PROPERTY related thereto, the transferring DEVELOPER shall be relieved of its legal duty to perform such assigned obligations with respect to such conveyed property, except to the extent such DEVELOPER is in default hereunder with respect to the particular assigned obligations prior to said transfer.
23. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
24. Indemnification. DEVELOPER agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by CITY and at DEVELOPER's sole cost and expense), indemnify and hold CITY and CITY's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees harmless from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of this

Development Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, or contractors or subcontractors hired by DEVELOPER, including, without limitation, any claims, liabilities, expenses or damages which may arise from the construction activities of DEVELOPER or DEVELOPER's contractors, subcontractors, agents, or employees which relate to the PROJECT. Additionally, DEVELOPER agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by CITY and at DEVELOPER's sole cost and expense), indemnify, and hold harmless CITY and CITY's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature whatsoever arising out of CITY's approval of or its performance under this Development Agreement and/or the Land Use Entitlements. CITY may in its discretion participate in the defense of any such legal action. The provisions of this Section shall not be binding on DEVELOPER to the extent the liability arises out of the gross negligence or willful misconduct of CITY, or its elective and appointive councils, boards, commissions, officers, officials, agents, representatives or employees. DEVELOPER's indemnity obligations set forth in this Development Agreement shall survive termination of this Development Agreement.

25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the time period that PROJECT land use entitlements shall be valid. Except as otherwise provided in Section 13, Section 34, and Exhibit "D" hereof, this Development Agreement may be modified only by subsequent mutual written agreement executed by CITY and the DEVELOPER and approved by CITY in accordance with the Development Agreement Statute.
26. Recordation. This Agreement and any amendment hereto shall be recorded against the PROPERTY at no cost to CITY, in the Official Records of Orange County by the City Clerk within the period required by Section 65868.5 of the Government Code. Notwithstanding the foregoing, in no event shall any failure or delay in recording this Agreement and any amendment to this Agreement limit or restrict the validity or enforceability of this Agreement.
27. Remedies. The breach or default of any term or provision of this Agreement by either party shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement, including DEVELOPER's right to cure non-compliance as set forth in Section 4 of Exhibit "D" hereto, an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement. Venue for such legal action shall be in a court of competent jurisdiction in the County of Orange.

28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, neither party hereunder shall be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or default are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the CITY's acts or failure to act shall not excuse performance of the CITY hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.
29. Attorney's Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorney's fees.
30. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each other and every such right, power, remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.
31. Waiver of Terms and Conditions. The CITY may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
32. Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the internal laws of the State of California, with regard to conflict of laws rules. The parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of CITY, and in particular, CITY's police powers. In this regard, the parties understand and agree that this Agreement is a current exercise of CITY's police powers and except as expressly provided for herein

this Agreement shall not be deemed to prevent the future exercise by CITY of its lawful governmental powers over the PROPERTY.

33. Severability. If any provision of this Development Agreement shall be adjudged to be invalid, void or unenforceable, such provision shall in no way affect, impair or invalidate any other provision hereof, unless such judgment affects a material part of this Development Agreement, the parties hereby agree that they would have entered into the remaining portions of this Development Agreement not adjudged to be invalid, void or illegal. In the event that all or any portion of this Development Agreement is found to be unenforceable, this Development Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid this Development Agreement or that portion which is found to be unenforceable. Notwithstanding any other provisions of this Development Agreement, in the event that any material provision of this Development Agreement is found to be unenforceable, void or voidable, DEVELOPER and CITY may mutually agree to terminate this Development Agreement in accordance with the provisions of the Development Agreement Statute.
34. Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation and flexibility between the CITY and DEVELOPER. The parties acknowledge that refinements and further development of the plan for developing the PROJECT pursuant to this Agreement and the Land Use Entitlements may demonstrate that changes are appropriate with respect to the details and performance of the CITY and DEVELOPER under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the performance by CITY and DEVELOPER and with respect to those items covered in general terms under this Agreement. If and when the parties mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through operating memoranda ("Operating Memoranda") mutually approved by the parties in writing. Operating Memoranda are not intended to constitute either a substantive change or an amendment to this Development Agreement, but are ministerial clarification; therefore public notices and hearings shall not be required. Operating Memoranda may be used and thus deemed non-substantive and/or procedural if they do not result in, for example: (i) material changes in fees or costs; (ii) an increase in density or intensity of use; (iii) a change in permitted uses; (iv) an increase in the maximum height and size of buildings; (v) a decrease in the amount of land to be dedicated for public purposes; or (vi) the reduction of improvement and construction standards and specifications for the Project. To the maximum extent permitted by law, the

City Manager shall have the authority, on behalf of CITY, to approve and execute such Operating Memoranda.

35. Administration. This Agreement shall be administered and executed on behalf of CITY by the City Manager, or his/her designated representative, following approval of this Agreement by the City Council. Except as otherwise expressly provided herein or in the Development Agreement Statute, the CITY shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). To the extent not inconsistent with the Development Agreement Statute, whenever a reference is made herein to an action or approval to be undertaken by the CITY, the City Manager is authorized to act on behalf of CITY unless specifically provided otherwise or the context should require otherwise. Without limiting the foregoing, the City Manager shall have the authority but not the obligation to issue interpretations, waive terms and conditions, and approve and execute Operating Memoranda on behalf of CITY. The City Manager shall also be authorized to take such action on behalf of the CITY necessary to ensure that the boundaries of the PROPERTY subject to this Development Agreement and to which the Land Use Entitlements apply are the same as the PROPERTY transferred to DEVELOPER pursuant to the DDA, including, without limitation, approving minor modifications to the legal descriptions of the PROPERTY in either or both this Agreement and/or the DDA so that they conform with one another and the intent of the City Council.
36. Subsequent Amendment to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute in effect as of the Effective Date. Accordingly, to the extent that subsequent amendments to the Development Agreement Statute would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date. The foregoing is not intended as a waiver by DEVELOPER of any rights or remedies it may have as a result of any such change of law.
37. Initiative Measures. Both CITY and DEVELOPER intend that this Development Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, referendum, statute, ordinance or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the PROJECT and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use approved, issued or granted within CITY, or portions of CITY, and which Agreement shall apply to the Project to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other

limitation is inconsistent or in conflict with this Development Agreement. Should an initiative, measure, moratorium, referendum, statute, ordinance, or other limitation be enacted by the citizens of CITY which would preclude construction of all or any part of the Project, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Development Agreement, DEVELOPER shall have no recourse against CITY pursuant to the Development Agreement, but shall retain all other rights, claims and causes of action under this Development Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which DEVELOPER may have independent of this Development Agreement with respect to the PROJECT. The foregoing shall not be deemed to limit DEVELOPER's right to appeal any such determination that such initiative, measure, referendum, statute, ordinance or other limitation invalidates or prevails over all or any part of this Development Agreement.

38. Not for Benefit of Third Parties. This Agreement and all provisions hereof are for the exclusive benefit of CITY and DEVELOPER, its successors and assigns, and shall not be construed to benefit or be enforceable by any third party.
39. Interpretation Consistent with DDA. Unless otherwise specifically provided in either this Development Agreement or the DDA or the context should require otherwise, it is intent of the parties that the terms of this Development Agreement should be interpreted in a manner consistent with the terms of the DDA. Notwithstanding the foregoing, nothing in this Development Agreement shall constitute or be interpreted as an amendment to the DDA, which shall may only be amended in accordance with its own terms.

*[SIGNATURES ON FOLLOWING PAGE]*

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

**CITY:**

**CITY OF GARDEN GROVE**, a municipal corporation

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Scott C. Stiles, City Manager

(Signature Must Be Notarized)

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Omar Sandoval  
City Attorney

**DEVELOPER:**

**INVESTEL GARDEN RESORTS, LLC**, a Delaware limited liability company

By: INVESTEL RESORTS MANAGEMENT, LLC, a Delaware limited liability company

Its: Manager

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Weifeng Zhang

Its: Manager

(Signature Must Be Notarized)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LOTS 213, 214, 215, 216 AND 217 OF TRACT NO. 2012, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 55, PAGES 47, 48 AND 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH PORTIONS OF LOTS 5, 6, 7 AND 8 OF TRACT NO. 2782, IN SAID CITY, SAID COUNTY AND SAID STATE AS PER MAP RECORDED IN BOOK 89, PAGES 24 AND 25 OF MISCELLANEOUS MAPS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THE SOUTH 129.44 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS IN SAID CITY, SAID COUNTY AND SAID STATE AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ. OF MISCELLANEOUS MAPS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST IN SAID RANCHO LAS BOLSAS TOGETHER WITH THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN SAID RANCHO LOS BOLSAS, EXCEPTING THEREFROM THE NORTH 12 FEET AND ALSO EXCEPTING THEREFROM THE SOUTH 200 FEET TOGETHER WITH THE NORTH 45 FEET OF THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, OF SAID RANCHO LAS BOLSAS TOGETHER WITH THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN SAID RANCHO LAS BOLSAS EXCEPT THE NORTH 45 FEET THEREOF AND ALSO EXCEPT THEREFROM THE SOUTH 84 FEET THEREOF, TOGETHER WITH THE SOUTH 84 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN SAID RANCHO LAS BOLSAS DESCRIBED MORE PARTICULARLY AS A WHOLE AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF HARBOR BOULEVARD AND TWINTREE LANE AS SHOWN ON SAID TRACT MAP 2012;

THENCE EASTERLY ALONG THE CENTERLINE OF SAID TWINTREE LANE SOUTH 89°22'00"EAST 53.02 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 00°38'00" EAST 30.00 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID TWINTREE LANE AND THE SOUTHERLY LINE OF SAID LOT 217, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 13.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 00°38'00" WEST AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID LINE OF LOT 217 AND WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°01'37" AN ARC DISTANCE OF 20.43 FEET TO THE WESTERLY LINE OF SAID LOT 217 AND A LINE PARALLEL WITH AND DISTANT EASTERLY 40 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID HARBOR BOULEVARD;

THENCE NORTHERLY ALONG SAID LOT LINE AND SAID PARALLEL LINE NORTH 00°39'55"EAST 91.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 217;

THENCE DEPARTING SAID PARALLEL LINE NORTH 89°22'11" WEST 40.00 FEET TO THE CENTERLINE OF SAID HARBOR BOULEVARD;

THENCE ALONG SAID CENTERLINE NORTH 00°39'55" EAST 456.36 FEET TO THE SOUTHERLY LINE OF THE NORTH 129.44 FEET OF THE SOUTH 258.88 FEET OF THE WEST 1/2, SW 1/4, NW 1/4, NE 1/4, SECTION 34;

THENCE DEPARTING SAID CENTERLINE AND ALONG SAID SOUTHERLY LINE SOUTH 89°22'48" EAST 330.08 FEET TO THE WESTERLY TRACT LINE OF SAID TRACT NO. 2782;

FOR INFORMATIONAL USE ONLY – NOT INTENDED TO DESCRIBE A LEGAL PARCEL

THENCE LEAVING SAID SOUTHERLY LINE AND ALONG SAID WESTERLY TRACT LINE NORTH 00°39'59" EAST 129.44 FEET TO THE NORTHERLY TRACT LINE OF SAID TRACT NO. 2782;

THENCE ALONG SAID NORTHERLY TRACT LINE SOUTH 89°22'48"EAST 30.70 FEET;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°39'59" WEST 65.02 FEET TO THE NORTHERLY LINE OF LOT 6 OF SAID TRACT;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°22'48"EAST 9.40 FEET;

THENCE LEAVING SAID NORTHERLY LINE OF LOT 6 SOUTH 00°39'59" WEST 65.02 FEET TO THE NORTHERLY LINE OF LOT 7 OF SAID TRACT;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°22'48"EAST 16.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE OF LOT 7 SOUTH 00°39'59" WEST 64.42 FEET TO THE NORTHERLY LINE OF LOT 8 OF SAID TRACT;

THENCE ALONG SAID NORTHERLY LINE OF LOT 8 SOUTH 89°22'48"EAST 9.08 FEET;

THENCE LEAVING SAID NORTHERLY LINE OF LOT 8 SOUTH 00°39'59" WEST 43.57 FEET;

THENCE SOUTH 89°20'05"EAST 4.61 FEET;

THENCE SOUTH 00°39'59" WEST 20.85 FEET TO THE SOUTHERLY LINE OF SAID TRACT NO. 2782;

THENCE LEAVING SAID SOUTHERLY TRACT LINE AND ALONG SAID EASTERLY LINE OF THE WEST 400 FEET SOUTH 00°39'55" WEST 326.99 FEET TO THAT NORTHERLY TRACT LINE OF SAID TRACT NO. 2012 COMMON TO LOTS 200 THROUGH 217 PER SAID TRACT;

THENCE ALONG SAID TRACT LINE NORTH 89°22'11" WEST 14.59 FEET TO THE REAR CORNER OF LOTS 212 AND 213 OF SAID TRACT NO. 2012;

THENCE LEAVING SAID TRACT LINE AND ALONG THE LINE COMMON TO SAID LOTS 212 AND 213 OF SAID TRACT NO. 2012 SOUTH 00°38'00" WEST 104.28 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID TWINTREE LANE;

THENCE LEAVING SAID LOT LINE AND ALONG SAID RIGHT OF WAY NORTH 89°22'00" WEST 332.46 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THE EASTERLY 60 FEET THEREOF OF HARBOR BOULEVARD FOR FUTURE STREET DEDICATION.

FOR INFORMATIONAL USE ONLY – NOT INTENDED TO DESCRIBE A LEGAL PARCEL

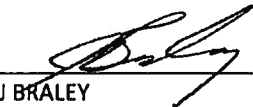
**CONTAINING :** 222,019 SQUARE FEET MORE OR LESS (5.097 ACRES MORE OR LESS)

**EXHIBIT "B":** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

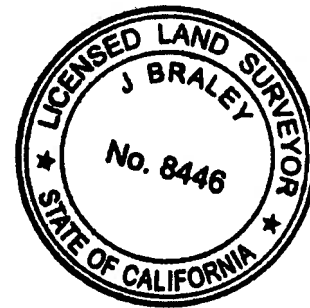
**SUBJECT TO:** COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

**NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND IS SUBJECT TO CHANGE AT ANY TIME.**

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
J BRALEY  
L.S. NO. 8446

11/10/17  
DATE



### INFORMATIONAL METES & BOUNDS DESCRIPTION

**EXHIBIT "B"**  
**PUD PERFORMANCE STANDARDS**

## **Exhibit "B"**

### **PERFORMANCE STANDARDS**

#### **Planned Unit Development No. PUD-128-12**

The following performance standards shall apply as conditions of approval to any future hotel resort development and/or subdivision of property covered by this Planned Unit Development:

1. The developer shall execute, a "Notice of Discretionary Permit Approval and Agreement with Conditions of Approval," as prepared by the City Attorney's Office, on the property prior to issuance of building permits. These conditions of approval run with the land and are binding upon the property owner, his/her/its heirs, assigns, and successors in interest.
2. The term "applicant," as referenced herein, shall refer to both the developer, tenant/business operators and the property owners, including subsequent purchasers and/or tenants of the project. The applicant and subsequent owner/operators of such business shall adhere to the conditions of approval for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval by the Hearing Body.
3. All conditions of approval shall be implemented at the applicant's expense, except where specified in the individual condition.
4. All mitigation measures that are part of the Mitigated Negative Declaration that was adopted in conjunction with approval of General Plan Amendment No. GPA-2-12(B) and Planned Unit Development No. PUD-128-12 shall be required to be implemented as part of the conditions of approval for this project.
5. The project is subject to the Mitigation Monitoring Program adopted by the City Council as part of the Mitigated Negative Declaration adopted by the City in conjunction with approval of General Plan Amendment No. GPA-2-12(B) and Planned Unit Development No. PUD-128-12. In order to assist City to verify that all required project mitigation measures are complied with in a timely manner, a project-specific mitigation-monitoring program for monitoring all applicable project-related mitigation measures shall be prepared by the developer/applicant and approved by the Planning Division prior to issuance of building permits. Said mitigation monitoring program shall be implemented during project construction through completion. The developer shall provide the City with a quarterly report demonstrating adherence to all mitigation measures. A person shall be designated by the developer and or hotel operator that will be responsible for any hotel and pad

Planned Unit Development No. PUD-128-12  
Performance Standards

restaurants operational mitigation measures that extend beyond construction completion. Said person shall provide a report to the City when requested.

6. In order to verify compliance with the applicable project mitigation measures and performance standards for Planned Unit Development No. PUD-128-12, the developer shall submit a full set of construction plans to the Community Development Department for review prior to plan check submittal. The plans shall include a dimensioned and detailed site plan, a floor plan, elevations, a landscaping plan, and a lighting plan, each of which complies with all the requirements established in these performance standards.

**Public Works Engineering Division**

The following provisions of the Public Works Engineering Division shall be complied with:

7. The applicant shall be subject to Traffic Mitigation Fees.
8. Prior to the issuance of certificates of use and occupancy, the applicant shall design and construct a traffic signal at the intersection of Harbor Boulevard and the Project Entrance in a manner meeting the approval of the City Traffic Engineer.
9. Prior to the issuance of certificates of use and occupancy, the applicant shall design and construct raised median improvements on Harbor Boulevard to facilitate ingress and egress at the Project Entrance in a manner meeting the approval of the City Traffic Engineer. Said improvements shall include a 225-foot southbound left turn pocket with a 90-foot taper and removal/reconstruction of the median within, and south of the intersection, to provide a full access to the Sheraton Hotel with a proper left turn pocket and taper.
10. The main driveway approach on Harbor Boulevard shall be constructed in accordance with Garden Grove Standard Plan B-120, or B-120a.
11. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall make recommendations for pavement design of the interior drive aisle and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and



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implementations, including soil compaction, saturation, permeability and groundwater levels.

12. A separate street permit is required for work performed within the public right-of-way.
13. Grading and street improvement plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including adjacent properties, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines, 1.25% for asphalt surfaces and 2.0% for landscaped areas. The grading plan shall also include water and sewer improvements. All fees collected at the time of permit issuance shall be based on the fee schedule in effect at that time.
14. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a Water Quality Management Plan that:
  - a. Addresses Site Design BMPs such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas.
  - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
  - c. Incorporates Treatment Control BMPs as defined in the DAMP.
  - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
  - e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
  - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
15. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
  - a. Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.

- b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
  - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available on-site.
  - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
- 16. The applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County RDMD standards. Parkway culverts shall be designed per Orange County standard plan 1309, Type B.
- 17. All trash container areas shall meet the following requirements:
  - a. Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, screened or walled to prevent off-site transport of trash; and
  - b. Provide solid roof or awning to prevent direct precipitation.
  - c. Connection of trash area drains to the municipal storm drain system is prohibited.
  - d. Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control.
  - e. See CASQA Stormwater Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
  - f. The trash enclosures shall be located to allow pick-up and maneuvering, including turnarounds, in the area of the enclosures.
- 18. TIES TO HORIZONTAL CONTROL:

Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
- 19. DIGITAL MAP SUBMISSION:

Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.

20. Prior to the issuance of any grading or building permits for projects that will result in soil disturbance of one acre or more of land, the applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request.
21. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer.
22. The applicant shall remove the existing sidewalk on Harbor Boulevard along the property frontage and construct a seven-foot decorative sidewalk consistent with the existing enhanced sidewalk pattern in the Harbor resort area, in a manner meeting the approval of the City Engineer. Said sidewalk shall be separated from the street curb by a six-foot landscaped area designed in a manner meeting the approval of the Planning Division Manager.
23. The applicant shall remove the existing sidewalk on Twintree Lane, along the property frontage, and construct a six-foot sidewalk per City Standard Plan B-106. Said sidewalk shall be separated from the street curb by a four-foot landscaped area. The landscaped areas in front of, and in back of, the sidewalk shall be designed in a manner meeting the approval of the Planning Division Manager.
24. The applicant shall be responsible for the maintenance of the landscape, sidewalk and lighting in the public right-of-way along Harbor Boulevard, in a manner meeting the approval of the City Engineer.

#### **Building Services Division**

The following provisions of the Community Development Building Services Division shall be met:

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25. All buildings and facilities shall be accessible from the sidewalks. Accessible routes of travel shall be provided between all building and facilities on-site.
26. Openings in exterior walls are limited per Table 705.8 of the CBC depending on proximity to the property line or to the imaginary property line between buildings.
27. All buildings must be fully sprinklered.
28. All buildings and facilities shall comply with the California Building Standards Code.

**Public Works Water Services Division**

The following provisions of the Garden Grove Public Works Water Services Division shall be met:

29. Water meters shall be located within the City right-of-way or within dedicated waterline easement. Fire and water services, shall be installed by contractor with Class A or C-34 license, per City water standards and inspected by approved Public Works inspector.
30. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for meter protection. The landscape system shall also have RPPD device. Any carbonation dispensing equipment shall have a RPPD device. Installation shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the installation is completed. Owner shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division. Property owner must open a water account upon installation of RPPD device.
31. It shall be the responsibility of owner/developer to abandon any existing private water well(s) per Orange County Health Department requirements. Abandonment(s) shall be inspected by Orange County Health Department inspector after permits have been obtained.
32. A composite utility site plan shall be part of the water plan approval.
33. Water system within private streets shall be constructed per City Standards by developer and dedicated to the City. Bonding will be required.
34. Owner shall dedicate all rights to underground water without the right to surface entry.

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35. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
36. City shall determine if existing water services(s) is/are usable and meets current City Standards. Any existing meter and service located within new driveway(s) shall be relocated at owner's expense.
37. Fire service shall have above ground backflow device with a double check valve assembly. Device shall be tested immediately after installation and once a year thereafter by a certified backflow device tester and the results to be submitted to Public Works, Water Services Division. Device shall be on private property and is the responsibility of the property owner. The above ground assembly shall be screened from public view as required by the Planning Division.
38. Water meters and boxes shall be installed by City forces upon payment of applicable fees and after new water system (including water services) pass all bacteriological and pressure tests.
39. No permanent structures, trees or deep-rooted plants shall be placed over sewer main or water main.
40. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
41. Site shall be graded so that no rain or landscape irrigation water can drain into sewer drains in wash bays. All wash bays shall have adequate roof overhang to prevent rainwater from entering wash bays. No outside sinks or wash area shall be permitted. Owner shall maintain service records for sewer lateral clarifier adequately demonstrating that clarifier maintained and that wastes are disposed of in accordance with current laws and regulations for hazardous waste.
42. All water generated from any dewatering system for subterranean construction shall be discharged to the sanitary sewer as required by the City of Garden Grove. The owner shall obtain a special discharge permit as required by the Orange County Sanitation District. Owner shall be responsible for sampling, testing, and discharge as required by the Orange County Sanitation District. Ground water pumped from under or around the underground parking structure shall be discharged to the sewer system. A separate "Industrial Waste Discharge" permit is required from the Orange County Sanitation District prior to the City allowing any occupancy permits or finals.

43. Commercial food use of any type shall require the installation of an approved grease interceptor prior to obtaining a business license.
44. A properly sized grease interceptor shall be installed on the sewer lateral and maintained by the property owner. There shall be a separate sanitary waste line that will connect to the sewer lateral downstream of the grease interceptor. All other waste lines shall be drained through the grease interceptor. Grease interceptor shall be located outside of the building and accessible for routine maintenance. Owner shall maintain comprehensive grease interceptor maintenance records and shall make them available to the City of Garden Grove upon demand.
45. Food grinders (garbage disposal devices) are prohibited per Ordinance 6 of the Garden Grove Sanitary District Code of Regulations. Existing units are to be removed.
46. Owner shall install new sewer lateral with clean out at right-of-way line. Lateral in public right-of-way shall be 6" min. dia., extra strength VCP with wedgelock joints.
47. Contractor shall abandon any existing unused sewer lateral(s) at street right-of-way on the property owner's side. The sewer pipe shall be capped with an expansion sewer plug and encased in concrete.

#### **Planning Services Division**

The following provisions of the Community Development Planning Services Division shall be met:

48. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Division. Lighting adjacent to residential properties shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all private drive aisles and entrances to the development per City standards for street lighting. Lighting in the common areas shall be directed, positioned, or shielded in such manner so as not to unreasonably illuminate the window area of nearby residences.
49. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to Building Division Plan Check. The project shall also be subject to the following:

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- a. All on-site and off-site utilities (off-site refers to the areas within public right-of-way to the center line of the streets adjacent to the subject property) within the perimeter of the site and to the centerline of the adjacent streets shall be installed or relocated underground.
  - b. Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks along Harbor Boulevard and Twintree Lane, and shall be screened to the satisfaction of the Community Development Department.
  - c. No roof-mounted mechanical equipment, including but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
  - d. All ground- or wall-mounted mechanical equipment shall be screened from view from any place on or off the site.
50. All landscaping shall be consistent with the landscape requirements within the development standards set forth in Planned Unit Development No. PUD-128-12. The developer shall submit a complete landscape plan governing the entire development. The landscape irrigation plans shall include type, size, location and quantity of all plant material. The landscape plan shall include irrigation plans and staking and planting specifications. All landscape irrigation shall comply with the City's Landscape Ordinance and associated Water Efficiency Guidelines. The landscape plan is also subject to the following:
- a. A complete, permanent, automatic remote control irrigation system shall be provided for all landscaping areas shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.
  - b. The plan shall provide a mixture of a minimum of ten percent (10%) of the trees at 48-inch box, ten percent (10%) of the trees at 36-inch box, fifteen percent (15%) of the trees at 24-inch box, and sixty percent (60%) of the trees at 15-gallon, the remaining five percent (5%) may be of any size. These trees shall be incorporated into the landscaped frontages of all streets. Where clinging vines are considered for covering walls, drought tolerant vines shall be used.

- c. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontages adjacent to driveways shall be of the low-height variety to ensure safe sight clearance.
  - d. Landscaping along Harbor Boulevard, including within the public-of-way, shall include two rows of Date Palm Trees (minimum brown trunk height of 25 feet), canopy trees (minimum 24-inch box), shrubs, and ground covers. Landscape materials shall match the landscape materials used within the project located at the southwest corner of Harbor Boulevard and Chapman Avenue unless the City adopts a landscape design for Harbor Boulevard. The Community Development Director may approve minor modifications to the foregoing standards as to height, size, and placement of the palm trees along Harbor Boulevard.
  - e. Landscaping along Twintree Lane, including within the public-of-way shall include canopy trees (minimum 24-inch box), shrubs, and ground covers. Landscape materials shall match the landscape materials used along the Harbor Boulevard, and shall be properly maintained.
  - f. Flexibility to the height of the palm trees, and their placement along Harbor Boulevard, shall be reviewed and approved by the Community Development Director.
  - g. All landscape areas, including the areas located within the public right-of-way along Harbor Boulevard and Twintree Lane, are the responsibility of the developer/operator of the hotels and restaurants.
  - h. The landscape plan shall incorporate and maintain for the life of the project those means and methods to address water run-off also identified as Low Impact Development provisions, which address water run-off. This is to also to be inclusive of any application of Water Quality Management Plans (WQMP), Drainage Area Management Plans (DAMP) and any other water conservation measures applicable to this type of development.
51. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:
- a. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).



- b. Sunday and Federal Holidays may work the same hours but subject to the restrictions as stipulated in Sections 8.47.040 to 8.47.060 of the Municipal Code.
- 52. The developer shall receive approval of a subdivision map (Tentative Tract Map) in order to reconfigure the project site prior to submitting construction plans to the City of Garden Grove. Said approval shall be subject to a Development Agreement.
- 53. The developer/owner shall prepare Covenants, Conditions, and Restrictions (CC&R's), or a similar document, for review and approval by the City Attorney's office and Community Development Department prior to the issuance of building permits, which will bind the owner(s) / operator(s) of the project site in the future. The CC&Rs shall include, without limitation, all provisions of PUD-128-12 development standards, all applicable project mitigation measures, operational and maintenance provisions for the entire site and those areas noted within the boundaries of the Project site, and other provisions applicable to the Project. The approved CC&R's shall be recorded at the same time that the subdivision map is recorded and two copies of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following stipulations:
  - a. Provisions for common maintenance of all the landscape areas, including landscaping and landscape lighting within the project, public right-of-way, driveways, and parking areas.
  - b. Provisions for reciprocal access and parking between properties. Parking provisions shall also include provisions for future Valet Parking.
  - c. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and throughout the life of the project.
  - d. The CC&R's shall provide provisions for the tenant/property owners a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This also includes ensuring tree overhangs do not block or hinder any vehicles such street sweepers, trash trucks, fire trucks, etc., from maneuvering on the streets within the project.
  - e. The above stipulations shall not be modified without the approval of the City of Garden Grove. The CC&R's shall contain a provision that indicates CC&R's may not be terminated or substantially amended without the consent of the City.

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- f. The CC&R's shall include provisions acceptable to City regarding the Association's and Owners' responsibilities for compliance with all applicable water quality laws and regulations. Such provisions shall require the Association and Owners to maintain the site and all common areas in compliance with all applicable water quality laws, regulations, and standards of the State, City, or any other applicable governmental agency, including, but not limited to, all National Pollution Discharge Elimination System (NPDES) regulations presently in effect and as amended, and the provisions of Title 6, Chapter 40 (Stormwater Quality) of the Garden Grove Municipal Code, as it may be amended from time to time. In addition, the CC&Rs shall expressly allocate responsibility to the Association or another entity to implement, and fund implementation of, the Operations and Maintenance ("O&M") Plan applicable to the Property, which was approved by the City as part of the Water Quality Management Plan ("WQMP") required for development of the Property, and to operate and maintain the Best Management Practices ("BMPs") described in the O&M Plan.
- g. Provisions substantially similar to the follow shall be included within the CC&R's:
  - i. Enforcement: The City is hereby made a party to this Declaration solely for purposes of enforcing its provisions, the Performance Standards of Planned Unit Development No. PUD-128-12, and the Conditions of Approval of [IDENTIFY APPLICABLE ENTITLEMENT].. The City, its agents, departments and employees shall have the unrestricted right and authority, but not the obligation, to enforce the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, and the Conditions of Approval of [IDENTIFY APPLICABLE ENTITLEMENT]. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of this Declaration or the Performance Standards and other provisions of Planned Unit Development No. PUD-128-12; however, the City shall not be liable for failing or refusing to enforce the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, or the Conditions of Approval of [IDENTIFY APPLICABLE ENTITLEMENT]. In the enforcement of this Declaration, the City shall not be limited to the procedures or processes described herein and may use any remedy provided under law or equity, including the City' Municipal Code. The alternative dispute resolution procedures set forth in [SPECIFY APPLICABLE

*ARTICLE OR SECTION] of this Declaration shall not apply to the City.*

- ii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, and/or the Conditions of Approval of [IDENTIFY APPLICABLE ENTITLEMENT],, or to abate the violation thereof. The City shall have the same power as the Association to levy special assessments pursuant to the provisions of [SECTION] of this Declaration in the event that it incurs expenses in the enforcement of the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, and/or the Conditions of Approval of [IDENTIFY APPLICABLE ENTITLEMENT]. Notice of intention to make such assessment shall be mailed by the City to the Owner of each affected [LOT/UNIT] affording the Owner thirty (30) days' notice to satisfy or reimburse the City's expenditure. In the event of the failure of any Owner of any affected [LOT/UNIT] to reimburse the City within thirty (30) days, notice of such assessment shall be mailed by the City to said Owner, and said assessment shall thereafter be due as a separate debt to the City within thirty (30) days following the mailing of such notice. Any such delinquent assessment may be and may become a lien upon the interest of the defaulting Owner in the Lot upon the execution by the City and the recording in the Orange County Recorder's office of a notice of delinquent assessment under the same conditions that the Association could record the same pursuant to the provisions of [SECTION]. The City may foreclose on such notice of delinquent assessment in the same manner and with the same power as the Association could foreclose on such notice pursuant to the provisions of [SECTION]. It is the intent of Declarant, which intent shall be binding upon all of Declarant's successors in interest in the Properties, that the City shall be deemed an interest holder pursuant to the provisions of these Declarations in order to enforce the rights which have been given to the City generally in these Declarations and specifically pursuant to this Section.
- iii. Attorney Fees: The City shall be entitled to recover its attorney's fees incurred in connection with its actions to enforce the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, and/or the

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Conditions of Approval of [*IDENTIFY APPLICABLE ENTITLEMENT*], or to abate the violation thereof.

- iv. Public Safety Access: The Police and Fire Department personnel may enter upon any part of the common area for the purpose of enforcing State and Local laws.

54. The developer shall comply with all provisions of the Community Development Department including, but not limited to, the following:

- a. The facades of the hotels and freestanding pad buildings shall be designed with sound attenuation features including the use of dual pane windows and limiting, when possible, the use of windows and vents. These features shall be approved by the Community Development Department prior to the issuance of building permits.
- b. Prior to the finalization of working drawings for Planning Division, Engineering Division, and Building Division Plan Check, the developer shall submit to the Community Development Department detailed and dimensioned plot plans, floor plans, exterior elevations, and landscape plans which reflect the above conditions of approval. The plans shall indicate cross sections of all streets within the development, landscape materials, wall materials, and building materials proposed for the project. Each unit shall have phone jacks and cable-TV outlets in all hotel rooms. Mechanical equipment, including air conditioning units, pool equipment, sump pump, etc., shall not be located closer than five feet of any side or rear property line and shall not be located in the front landscape setback. Air conditioning units and all other mechanical shall be completely screened from public view from the street and/or common open space area.
- c. Should the developer elect to build the project in more than one phase, then a phasing plan shall be submitted to the Community Development Department prior to issuance of building permits. The phasing plan shall include, but not limited to, a site plan showing the phasing areas, protection of finished units, and protection for related safety issues concerning pedestrians and non-construction vehicles. The perimeter improvements including landscaping, walls, street improvements, and underground utilities, shall be completed in the first phase. The phasing plan shall be approved by the Community Development, Fire, and Public Works Departments prior to issuance of building permits.
- d. If at any time after the construction of the hotels, the City receives complaints about the light and glare reflected by the hotel's windows,

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the developer/operator shall remedy the situation to the satisfaction of the Community Development Department.

55. Any new or required block walls and/or retaining wall(s) shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a Registered Engineer and shall be measured from on-site finished grade. The applicant shall provide the following:
- a. All block walls constructed on the project site shall be of slump stone or split-face block with decorative caps, subject to Community Development Department's approval, shall maintain a maximum height of 8-feet as measured from the property's finished grade.
  - b. An eight-foot high block wall shall be constructed along the eastern property line, adjacent to the residential properties. Said block wall shall maintain a 15-foot setback from the Twintree Lane property line, and any wall constructed within this 15-foot area shall maintain a maximum height of three-feet.
  - c. Any new block walls constructed along the Twintree Lane property line (southern property line) shall maintain a five-foot setback from the property line. The setback to the block wall may be reduced to three-feet if additional two-feet of right-of-way landscape area is available adjacent to the property line.
  - d. Any walls constructed along the Harbor Boulevard property line shall observe a setback of 21-feet from the face of curb. At no time shall a wall be placed within nine-feet from the property line.
  - e. If, at any time, the project's perimeter block wall extends toward Choisser Road, the wall shall maintain a minimum setback of 15 feet from the property line. The 15-foot setback area shall be properly landscaped and irrigated per the landscaping requirements of the project.
  - f. The developer shall work with adjacent property owners in designing and constructing the required perimeter block wall to avoid having double walls, and to minimize any impact that it might cause to the existing landscaping on the neighbor's side as much as possible. The perimeter block wall shall be constructed and situated entirely within the subject property. In the event that the applicant cannot obtain approval from the property owners, the applicant shall construct the new wall with a decorative cap to be placed between the new and existing walls. In the event the location of a new wall adjacent to an

existing wall or fence has the potential to affect the landscape planter, then the Developer shall work with City Staff to address this situation.

- g. The Community Development Director may authorize minor modifications to the required wall heights and setbacks set forth above as authorized pursuant to the Ordinance approving Planned Unit Development No. PUD-128-12. Notwithstanding the foregoing, with exception of the block wall on the easterly property line shall comply with all standards required as by mitigation measures pursuant to the mitigated negative declaration and identified in the mitigation monitoring program.
- 56. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust) that includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, and the use methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible. Also, the use of solar or low-emission water heaters, use low-sodium parking lot lights, and ensure compliance with Title 24.
  - 57. Building color and material samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. All buildings shall incorporate decorative design features, architectural enhancements, and other design elements that are designed to the satisfaction of the Community Development Department.
  - 58. The parking structures shall be designed to be architecturally compatible with on-site buildings, utilizing similar design features, details, and materials. All sides of a parking structure that are in view from adjacent properties and public-rights-of-way shall be architecturally enhanced. Parking structures shall be well illuminated, including having the interior of the parking garage painted a light color, and designed to meet City parking standards for aisle width, stall sizes, and height clearances. The design of the parking structure stair well shall architecturally match the design of the parking structure, and shall be designed to reduce visibility to the adjacent residential properties. The interior driving surfaces of the parking structure shall be treated in a manner to prevent tire screeching.
  - 59. The driveways on Harbor Boulevard and Twintree Lane shall have enhanced concrete treatment. All details of the decorative entry shall be submitted on the required landscape plans for review and approval of the Community Development Department.

60. The service and sale of alcoholic beverages shall be subject to approval of a Conditional Use Permit. Also, Site Plan approval shall be required for each pad building.
61. Refuse storage and collection areas shall be provided and subject to both Garden Grove Sanitation District (GGSD), and GGSD contracted solid waste handler/hauler approval, and be subject to applicable building and fire codes.
62. The refuse storage areas shall be properly maintained. The refuse storage enclosure doors shall be kept closed and secured, except during trash disposal or pickup. Trash pickups and automated parking lot cleaning/sweeping, shall occur between the hours of 8:00 a.m. and 6:00 p.m. Trash pickups shall occur a minimum of three (3) trash pickups per week.
63. No satellite dish antennas shall be installed on said premises unless and until plans have been submitted to and approved by the Community Development Department, Planning Division, which may require proper screening to hide such appurtenances from public view.
64. The service doors of all buildings shall be kept closed at all times during hours of operation except in case of emergency or to permit deliveries. Panic hardware on doors shall comply with all City Code requirements.
65. The developer/owner shall submit signed letters acknowledging receipt of the decision for General Plan Amendment No. GPA-2-12(B) and Planned Development No. PUD-128-12, and their agreement with all conditions of approval.
66. Litter shall be removed daily from the project site including adjacent public sidewalks and all parking areas under the control of the developers. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
67. Graffiti shall be removed from the project site and all parking lots under the control of the developer within 120 hours of application/notification.
68. For all buildings in which alcoholic beverages will be served, a prominent, permanent sign stating "NO LOITERING IS ALLOWED ON OR IN FRONT OF THESE PREMISES" shall be posted in a place that is clearly visible to patrons of the licensee. The size, format, form, placement, and languages of the sign shall be determined by the Department of Alcoholic Beverage Control.
69. The operation of the hotels and restaurants shall comply with the standards of Planned Unit Development No. PUD-128-12, and the mitigation measures outlined within the Mitigated Negative Declaration adopted for this project.

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This includes complying with all provisions of Alcoholic Beverage Control Act.

In addition, this provision also governs the conference rooms, meeting rooms, restaurants, and the indoor/outdoor areas. In regards to specific activities within the meeting rooms, and recreation areas, regardless of the type of event conducted, no event or activity shall at any time be or become a nuisance, disturbance or, or cause complaints for hotel guests or occupants of the surrounding area/properties, or in any way, endanger the public health, safety, or welfare.

70. In the event any legal action or proceeding is filed against the City of Garden Grove and/or applicant or its successors or assigns, seeking to attack, set aside, void or annul any approval or condition of approval of the City of Garden Grove concerning the Project, including, but not limited to, the Mitigated Negative Declaration, General Plan Amendment No. GPA-2-12(B), Planned Unit Development No. PUD-128-12, any applicable Conditional Use Permit approved by the City, or any Development Agreement approved by the City defend (with legal counsel mutually selected by the applicant and the office of the City Attorney), indemnify, and hold harmless the City, its officers, agents, and employees from and against any such legal action or proceeding.

**Fire Department**

The following provisions of the Garden Grove Fire Department and the California Fire Code shall be met:

71. Buildings shall be required to meet current High-Rise Standards, including, but it not limited to, the following:
- a. Including Fire Command Center (FCC).
  - b. Fire pumps, NFPA 20.
  - c. Installation of water tank as a secondary water source.
  - d. Fire Department standpipes shall be in vestibules and not stairwells.
  - e. Fire Department connections will be within 50-feet of a City Hydrant.
  - f. Knox-Box key systems shall be installed at the Fire Control Rooms and emergency gates and where deemed necessary. Hinged recessed mount to structure style required.
  - g. Life safety alarms per NFPA 72.



h. Smoke control systems.

72. All buildings shall be required to meet all adopted local changes to the California Building Code (CBC) and California Fire Code (CFC) in the municipal Code, Chapters 12 and 32.
73. All vehicle access shall meet the standards provided for in the CFC for widths, turning radius, and hammerhead turnarounds. The fire access area shall be paved. Any fencing that crosses the subject fire emergency access shall be provided with a Knox override system. An emergency access plan shall be submitted to the Fire Department for review and approval prior to installation of the fire access.
74. A Bi-Directional Amplifier (BDA) system for emergency radios shall be installed for use in all areas not meeting radio coverage requirements, CFC Section 510.
75. Water supply and hydrants shall be installed before the start of construction.
76. All interior decorations shall meet the State Fire marshal flame retardant test.
77. The development shall meet the City's hazardous materials disclosure plan for any storage or use of hazardous materials.
78. The development is ~~subject~~ to a third party inspector, at the owner's expense to certify the alarm systems, sprinkler systems, and smoke removal systems.
79. All plans ~~submitted~~ are subject to review and corrections, as needed per CBC and CFC conditions.
80. Fire hydrants shall be provided on-site. The fire hydrants shall be on a loop system approved by the Fire Department and on their own water line. The fire hydrants shall be within 50'-0" of the Fire Department connection (FDC). All sprinklers shall be on their own dedicated lines. The fire hydrants shall be installed and fully operational prior to any combustible material being delivered to the site. Prior to and during construction, a temporary roadway shall be constructed and maintained to the satisfaction of the Fire Department for access to each of these fire hydrants. The Fire lanes serving the site shall be constructed to support the weight load of Fire truck(s) per Fire Department requirements.
81. All Fire related aspects of the proposed project shall comply with California Fire Codes and the California Building Codes 2010 Edition.

Planned Unit Development No. PUD-128-12  
Performance Standards

82. An all-weather fire access road shall be in place before combustible materials are placed on-site. Required water supply for fire protection shall be in place before building with combustible materials commences.
83. All buildings shall be sprinklered according to NFPA 13 standards and shall have fire alarms according to NPA 72 under the current year adopted by the Garden Grove Fire Department.
84. All Fire Department connections shall have a 3'-0" clearance and shall be clear of all obstructions and vegetation.

**EXHIBIT "C"**  
**CONDITIONS OF APPROVAL**

## **EXHIBIT "A"**

### **Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455**

12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard  
12511, 12531, 12551 and 12571 Twintree Lane  
12233, 12235, 12237, and 12239 Choisser Road

#### **SUPPLEMENTAL CONDITIONS OF APPROVAL**

1. Whenever used herein, the term "applicant" shall mean and refer to each of the following: Investel Garden Resorts, LLC, the developer of the project, the tenants/business operators on the property, and the property owner(s), and each of their respective successors and assigns. The applicant shall adhere to all Conditions of Approval for the life of the project, regardless of property ownership. Except as otherwise expressly provided herein, any changes to the Conditions of Approval require approval by the applicable hearing body.
2. Approval of this Site Plan and Tentative Tract Map shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code and Planned Unit Development No. PUD-128-12 shall apply.
3. Except as expressly modified or supplemented herein, Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455 shall be subject to all Performance Standards applicable to Planned Unit Development No. PUD-128-12 ("PUD Performance Standards"), which are hereby incorporated into these Conditions of Approval by this reference. These Conditions of Approval are intended to supplement the PUD Performance Standards to reflect current legal and regulatory requirements and the approved modifications to the Project. In the event any actual or perceived conflict between any PUD Performance Standard and the modified or more specific provisions of these Conditions of Approval, the modified or more specific provisions of these Conditions of Approval shall apply. The City's Community and Economic Development Director is authorized to make interpretations of these Conditions of Approval and to resolve any such actual or perceived conflicts.
4. Minor modifications to the Site Plan and/or these Conditions of Approval, which do not materially change the scope or intensity of the project and which will not result in new significant impacts that have not previously been addressed, may be approved by the Community and Economic Development Director, in his or her discretion. Proposed modifications to the project and/or these Conditions of Approval determined by the Community and Economic Development Director not to be minor in nature shall be subject to

approval of new and/or amended land use entitlements by the applicable City hearing body.

5. All mitigation measures and design features identified in the Supplemental Mitigated Negative Declaration adopted for the Modified Project (Site C Subsequent Mitigated Negative Declaration and Initial Study) (the "Subsequent Mitigated Negative Declaration") are incorporated herein by this reference and shall be implemented as conditions of approval for Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455. The Mitigation Monitoring and Reporting Program adopted in conjunction with the Subsequent Mitigated Negative Declaration shall be implemented during Project construction throughout operation of the Project, as applicable.
6. The Conditions of Approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these Conditions of Approval constitute written notice of the amount of such fees. To the extent applicable, the applicant is hereby notified that the 90-day protest period, commencing from the effective date of approval of Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455, has begun.
7. In accordance with PUD Performance Standard No. 70, the applicant shall, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning the Project, including, without limitation, Site Plan No. SP-043-2017, Tentative Tract Map No. 17455, Development Agreement No. DA-008-2017, and/or the Subsequent Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program for the Project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The applicant shall defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney and shall further pay any adverse financial award, which may issue against the City, including but not limited to any award of attorney fees to a party challenging such Project approval.

#### **Building Division**

8. Notwithstanding any other provision of these Conditions of Approval, all buildings and facilities shall comply with all applicable building codes and regulations that are in effect at the time of permit application, as such codes and regulations are adopted and amended by the City (see Garden Grove

Municipal Code Title 18). The following "Building Division" Conditions of Approval reflect the building codes and regulations in effect at the time of approval of the Site Plan and Tentative Tract Map and are not intended, and shall not be construed, to authorize deviations from the applicable building codes and requirements in effect at the time permits are applied for, should such building codes and regulations change in the future.

9. All buildings and facilities shall conform to requirements of Section 403 of the California Building Code (CBC) for fire, life safety requirements for high rise buildings, including fire sprinklers, fire alarms, fire pumps and fire pump rooms, secondary water supply, standpipe system, emergency voice/alarm communication system, emergency respond radio coverage, fire command, smoke control system, standby and emergency room, stairway communication system, smoke proof stair enclosure, luminous egress path markings, enclosed elevator lobby, and fire service access elevator.
10. Plans shall specify the following: construction type, occupancy group, building area, number of stories.
11. Plans shall provide area analysis: show imaginary property lines between the buildings on the site plan if separated occupancies are assumed.
12. Per Section 11B-258.2 of the CBC, accessible parking shall be provided for each type of parking facility. The applicant shall provide additional accessible parking spaces for the uncovered parking spaces located along the Twintree Lane drive aisle.
13. An accessible means of egress/accessible route from exits at exit-discharge to the public right-of-way shall be provided per Section 1009 of CBC.
14. Valet parking spaces shall be included in total number of parking spaces for calculating the required number of accessible parking spaces.
15. Passenger loading zones must conform to Section 11B-503 of the CBC and shall be provided at facilities with valet parking.
16. Accessible routes at site arrival points and within the site shall be provided in conformance with Section 11B-206 of the CBC.
  - a. Site arrival points: accessible routes shall be provided from public sidewalk/ street, accessible parking, passenger loading zones, public transportation stops to the accessible building entrances they serve.
  - b. Within the site: accessible routes shall be provided connecting accessible buildings.

17. An accessible route from pool area to dining terrace shall be provided.
18. An accessible entry to pool shall be provided per Section 11B-242 of the CBC.
19. An accessible route to the pool deck shall be provided.
20. Buildings shall be solar ready per Section 110.10 of the California Energy Code. Exception: 11 stories or more at hotel occupancies per Section 110.10(a)(3) of the CBC; 4 stories or more at retail/café/restaurant occupancies per Section 110.10(a)(4) of the CBC.
21. Maximum travel distance from each stair to elevator shall be 200 feet per Section 11B-206.2.3.2 of CBC.
22. The plans shall specify locations of accessible parking and EVCS parking in the parking structure. Accessible parking shall also be provided for electric vehicle charging stations per 11B-228.3 of the CBC and Section 5.1.6.5.3 of California Green Code (CGC).
23. An enclosed elevator lobby is required at high rise buildings.
24. Exit arrangements at each space shall meet the requirements of Section 1007.1.1 of CBC for separation distance.
25. The plans shall specify occupancy group for each space. The project shall provide two (2) for occupant loads greater than 49.
26. The plans shall provide a fixture count for plumbing fixtures per Table 422.1 of CPC.
27. Guest rooms with mobility and communication features shall be provided per Section 11B-224 of CBC. Dispersion shall meet section 11B-224.5 of CBC.

**Fire Department**

28. There shall be no storage within the exit corridors.
29. The Fire Department connections shall be located in front of the hotel project along Harbor Boulevard. Signage and fire hydrants shall be provided on-site in accordance with PUD Performance Standard No. 80.

**Planning Services Division**

30. A minimum of 1,221 parking spaces are required to serve the Project at the full permitted build-out based on the proposed number of hotel rooms and proposed square footages of uses analyzed in the 2017 Shared Parking Study. In the event the applicant proposes to modify the number of hotel rooms or the square footages of the other proposed uses beyond those analyzed in the 2017 Shared Parking Study, or the applicant proposes to reduce the number of required parking spaces, a new shared parking analysis shall be prepared and approved by the City. The applicant shall implement the recommendations set forth in the 2017 Shared Parking Study and/or any subsequent shared parking analysis approved by the City.
31. The applicant shall apply for and receive approval of Conditional Use Permits for the sale of alcoholic beverages within each hotel and pad building in which alcohol sales are proposed. Separate approval of a Conditional Use Permit shall also be required for the operation of any proposed spa, health club or gym, or any use involving massage.
32. Prior to issuance of building permits, the applicant shall prepare and obtain Planning Services Division approval of a site specific lighting study as required by the Subsequent Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program. All lighting shall comply with the measures identified in the approved lighting study, PUD Performance Standard No. 48, and applicable provisions of Title 9 of the Municipal Code.
33. The applicant shall design the Project to comply with all mitigation measures and design features specified in the Subsequent Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program. In order to verify compliance with all applicable project mitigation measures and design features, these Conditions of Approval, and the PUD Performance Standards, the applicant shall submit plans to the city prior to plan check submittal as described in PUD Performance Standard No. 6.
34. Hours and days of construction and grading shall be as permitted pursuant to Chapter 8.47 of the Garden Grove Municipal Code.

**Public Works Environmental Services**

35. The applicant shall comply with Assembly Bill (AB) 1826 (Organic Waste Recycling Program) and related laws and regulations, and shall ensure that enclosures are sufficient in size to accommodate organic specific collection containers.



**Public Works Engineering Division**

36. The applicant shall be subject to Traffic Mitigation Fees, In-Lieu Park Fees Drainage Facilities Fees, Water Assessment Fees, and other applicable mitigation fees identified in Chapter 9.44 of the Garden Grove Municipal Code, along with all other applicable fees duly adopted by the City. The amount of said fees shall be calculated based on the City's current fee schedule at the time of permit issuance.
37. Prior to recordation of the final tract map, the applicant shall complete all required easements, vacations and dedications of right-of-way. Any conflicts between existing easements and the proposed improvements shall be resolved prior to the issuance of building permits for said improvements.
38. Prior to the issuance of precise grading plans, the applicant shall receive approval from County of Orange to process final tract map with the City.
39. Street improvement plans prepared by a registered Civil Engineer are required. Harbor Boulevard shall be designed to the City's proposed Smart Street Standards, specifically the existing median on Harbor Boulevard shall be modified per the City Traffic Engineer's recommendations stated in these Conditions of Approval.
40. All vehicular access drives to the site shall be provided in locations approved by the City Traffic Engineer.
41. The three drive approaches to the site shall be constructed in accordance with Garden Grove Standard B-120 (Harbor Boulevard) and B-121 (Twintree Lane).
42. All parking spaces that abut to sidewalks that are not elevated with a curb face to the stall, if any, shall have wheel stops.
43. Prior to the issuance of the street improvements and grading permit, the applicant shall provide improvement bonds (Faithful Performance, Labor & Material and Monument Bond) acceptable to the City guaranteeing that all work constructed under said permits will be completed according to the approved plans, applicable laws, and in compliance with all terms specified in the permit(s). All bonds shall be in from satisfactory to the City Engineer, City Attorney, and City Finance Department (Risk Management). Alternate forms of security may be considered, solely in the discretion of the City Engineer and with the concurrence of the City Attorney and City Finance Department (Risk Management).

44. Prior to issuance of a grading permit, the applicant shall design overhead street lighting within the development in a manner meeting the approval of the City Engineer. Location of lighting poles shall be shown on the precise grading plans.
45. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall make recommendations for pavement design the interior streets and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and implementations, including potential infiltration alternatives, soil compaction, saturation, permeability and groundwater levels.
46. A separate street permit is required for work performed within the public right-of-way.
47. Grading plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including a boundary survey, topography on adjacent properties up to 30' outside the boundary, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines and 1.25% for asphalt. The grading plan shall also include water and sewer improvements. The grading plan shall include a coordinated utility plan. Street improvement plan shall conform to all format and design requirements of the City Standard Drawings & Specifications.
48. Grading fees shall be calculated based on the current fee schedule at the time of permit issuance.
49. The grading plan shall depict accessibility routes for the ADA pathways in conformance with the requirements of the Department of Justice standards, latest edition.
50. In accordance with the Orange County Storm Water Program manual, the applicant and/or its contractors shall provide dumpsters on site during construction unless an Encroachment Permit is obtained for placement in street.
51. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official,

the applicant shall submit to the City for review and approval a Water Quality Management Plan that:

- a. Addresses Site Design BMPs based upon the geotechnical report recommendations and findings such as infiltration minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas.
  - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
  - c. Incorporates structural and Treatment Control BMPs as defined in the DAMP.
  - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
  - e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
  - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
52. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
- a. Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.
  - b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
  - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available onsite.
  - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
53. All trash container areas shall meet the following requirements per City of Garden Grove Standard B-502:
- a. Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and

- pavements diverted around the area, screened or walled to prevent offsite transport of trash.
- b. Provide solid roof or awning to prevent direct precipitation.
  - c. Connection of trash area drains to the municipal storm drain system is prohibited.
  - d. Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control.
  - e. See CASQA Storm Water Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
  - f. The trash shall be located to allow pick-up and maneuvering, including turnarounds, in the area of enclosures.
54. TIES TO HORIZONTAL CONTROL: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
55. DIGITAL MAP SUBMISSION: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
56. The applicant and his contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties (centerline and corner) and benchmarks located within the limits of the project. If any of the above require removal, relocation or resetting, the Contractor shall, prior to any construction work, and under the supervision of a California licensed Land Surveyor, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction. Any ties, monuments and bench marks disturbed during construction shall be reset per Orange County Surveyor Standards after construction. Applicant and his contractor shall also re-set the tie monuments where curb or curb ramps are removed and replaced or new ramps are installed. The applicant and his contractor shall be liable for, at his expense, any re-survey required due to

its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

57. Prior to the issuance of any grading or building permits for projects that will result in soil disturbance of one acre or more of land, the applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request.
58. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Cross sections shall show vertical and horizontal relations of improvements and property line. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer. The location, color and material of all proposed block walls, columns, and wrought iron fencing shall be approved by the Planning Services Division Prior to installation.
59. The applicant shall identify a temporary parking site(s) for construction crew and construction trailers office staff prior to issuance of a grading permit. No construction parking is allowed on local streets.
60. Prior to issuance of a grading permit, the applicant submit and obtain approval of a worksite traffic control plan, satisfactory to the City Traffic Engineer.
61. Heavy construction truck traffic and hauling trips should occur outside peak travel periods. Peak travel periods are considered to be from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.
62. Any required lane closures should occur outside of peak travel periods.
63. Construction vehicles should be parked off traveled roadways in a designated parking area.
64. Prior to issuance of a grading permit, the applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size storm drains per the Orange County RDMD standards. Parkway culverts shall be designed per Orange County standard plan 1309, Type B. BMP's shall be sized per the requirements of the latest Technical Guidance Documents. Additionally, the project is located in a mapped FEMA

flood zone. The project shall comply with all FEMA requirements for flood protection and flood proofing.

65. The applicant shall remove the existing landscape within sidewalk area along Harbor Boulevard and Twintree Lane and construct street frontage improvements as identified below. All landscape, sidewalk and lighting improvements installed within the public rights-of-way shall be maintained by the applicant in a manner meeting the approval of the City Engineer and Planning Services Division. A separate street improvement, striping and signal plans shall be prepared for Harbor Boulevard and Twintree Lane and submitted to the engineering department for improvements within the City right-of-way.

Harbor Boulevard

- a. The applicant shall remove the existing sidewalk on Harbor Boulevard along the property frontage and construct an eight-foot decorative Alicante patterned sidewalk per City Standard Plan B-137 consistent with the existing sidewalk in the Harbor resort area, in a manner meeting the approval of the City Engineer. Said sidewalk shall be separated from the street curb by a seven-foot landscaped area designed in a manner consistent with the existing landscaping within the resort area meeting the approval of the Planning Services Division Manager.
- b. The applicant shall construct a traffic signal at the intersection of Harbor Boulevard and the project main entrance in a manner meeting the approval of the City Traffic Engineer. The new traffic signal shall include protected left turn phasing and U-Turns for northbound and southbound movements on Harbor Boulevard and allow U-Turn per approved traffic study. A striping plan is required as part of new signal design for the main entrance on Harbor Boulevard to facilitate the proposed crosswalks and relocation of striping.
- c. The applicant shall convert exiting pedestrian signal to a traffic signal at the intersection of Harbor Boulevard and Twintree Lane in a manner meeting the approval of the City Traffic Engineer. A striping plan is required for Harbor Boulevard and Twintree Lane signal modification to facilitate the proposed crosswalks and relocation of striping.
- d. The applicant shall design and reconstruct portion of the existing raised median on Harbor Boulevard per City Standard Plan B-112 (Type A-8) to facilitate ingress and egress at the project main entrance in a manner meeting the approval of the City Traffic Engineer. Said

improvements shall include a 200-foot southbound left turn pocket with a 90-foot taper to provide a full access to the site.

- e. The applicant shall design and construct northbound right turn pocket on Harbor Boulevard to facilitate ingress at the project main entrance in a manner meeting the approval of the City Traffic Engineer. Said improvements shall include a 100-foot northbound right turn pocket with a 60-foot taper and removal/reconstruction of the sidewalk, curb and gutter.
- f. Prior to occupancy, the applicant shall design and construct raised island improvements at the main entrance on Harbor Boulevard to improve on site traffic circulation to be approved by the City Traffic Engineer.
- g. The applicant shall remove all substandard driveway approaches (five total) and existing landscaping on Harbor Boulevard and construct new curb, gutter, landscape and sidewalk per approved street improvement plan.
- h. The applicant shall design the throat at the main entrance with a minimum of ninety (90) feet of uninterrupted ingress access from the curb face of Harbor Boulevard onto the site per approved traffic study. Any deviation from the suggested ingress access length shall be approved by the City Traffic Engineer.
- i. Any further deviation from the approved non-standard circle at the main entrance to the site on Harbor Boulevard shall be approved by the City Traffic Engineer.
- j. The two new driveway approaches to the site on Harbor Boulevard shall be constructed in accordance with City of Garden Grove Standard Plan B-120. Standard Plan B-120 calls for a minimum width of 30-feet for commercial and multi residential projects, with any deviation from the standard requiring approval by the City Traffic Engineer and detailed on the street improvement plan showing all modifications.
- k. The project main entrance shall be aligned with the existing Sheraton Hotel Driveway across Harbor Boulevard per approved traffic study.
- l. The southerly drive approach on Harbor Boulevard should be limited to right turn-out only access per approved traffic study. The drive approach shall be designed in a manner to allow emergency vehicle access.

- m. The applicant shall modify existing bus pad on Harbor Boulevard to adequately fit between southerly driveway approach and north bound right turn pocket per City of Garden Grove Standard Plan B-126.
- n. The applicant shall cold mill (grind) existing asphalt pavement 3-inch uniform depth and replace with 3-inch of asphalt surface course from the edge of the easterly gutter to the median along the property frontage per City Specifications and the direction of the City Engineer.
- o. The applicant shall construct 8-inch curb and gutter replacing the driveway approaches along the property frontage at 47' from centerline in accordance with City Standard Plan B-113 (Type C-8 Modified).
- p. Four new wheelchair ramps and landings shall be constructed per latest Caltrans Standard Plan A88A at the new drive approached on Harbor Boulevard.
- q. The applicant shall coordinate the location of all new water meters, backflow preventers and backflow devices to be placed in sidewalk/landscape area on Harbor Boulevard with Planning Services Division and Water Division.
- r. Any proposed new landscaping in public right of way shall be consistent with the existing landscaping with the resort area south of the project site and approved by Planning Services Division.
- s. The applicant shall dedicate 10-feet of right-of-way at the project main entrance per Tentative Tract Map No. 17455.
- t. The Applicant shall reserve or grant to the City an easement behind the ultimate right-of-way boundary along Harbor Boulevard for public sidewalk, parkway, traffic signal equipment, utilities, and related purposes per Tentative Tract Map No. 17455.

Twintree Lane

- a. The applicant shall remove the existing sidewalk on Twintree Lane along the property frontage and construct a six-foot decorative Alicante patterned sidewalk per City Standard Plan B-137 consistent with the existing sidewalk in the Harbor resort area, in a manner meeting the approval of the City Engineer. Said sidewalk shall be separated from the street curb by a six-foot landscaped area designed in a manner meeting the approval of the Planning Services Division Manager.



- b. The applicant shall remove all substandard driveway approaches (five total) on Twintree Lane and construct new curb, gutter, landscape and sidewalk per approved street improvement plan.
  - c. The new driveway approach to the site on Twintree Lane shall be constructed in accordance with City of Garden Grove Standard Plan B-121. Standard Plan B-121 calls for a minimum width of 30-feet for commercial and multi residential projects, with any deviation from the standard to be approved by the City Traffic Engineer and detailed on the plan showing all modifications.
  - d. The new drive approach on Twintree Lane shall be limited to right turn-out and left turn-in only access per approved traffic study. The drive approach shall be designed in a manner to allow emergency vehicle access.
  - e. The applicant shall construct 6-inch curb and gutter replacing the driveway approaches along the property frontage at 18' from centerline in accordance with City Standard Plan B-114 (Type D-6).
  - f. Two new wheelchair ramps and landing shall be constructed per latest Caltrans Standard Plan A88A at the new drive approach on Twintree Lane.
  - g. The applicant shall coordinate the location of all new water meters, backflow preventers and backflow devices to be placed in sidewalk area on Twintree Lane with Planning Services Division and Water Division.
  - h. Any proposed new landscaping in public right-of-way shall be approved by Planning Services Division and maintained by the owner.
66. Nothing in these Supplemental Conditions of Approval or the PUD Performance Standards shall be interpreted or applied to alter the rights and obligations of the parties pursuant to that certain Grove District Resort Hotel Development Agreement dated as of April 9, 2013, by and between the City of Garden Grove and Land & Design, Inc., as subsequently amended, including, without limitation, the City's responsibility for costs associated with installation and completion of "Offsite Infrastructure," as defined in said Agreement.

## **EXHIBIT "D"**

### **PERIODIC REVIEW PROCESS AND PROCESS FOR MODIFICATION OR TERMINATION OF AGREEMENT**

**Purpose.** This Exhibit D sets forth the process and procedures for conducting the Periodic Review pursuant to Section 13 of the Development Agreement and for modification and termination of the Development Agreement.

**1. Submission of Evidence of Good Faith Compliance.** Each year, not less than ninety (90) days prior to the yearly anniversary of the Effective Date, DEVELOPER shall submit a written report to the CITY's Director of Community and Economic Development ("Director") on the status of its compliance with the substantive terms of this Development Agreement. Such report shall be in a form which the Director may reasonably establish. During each periodic review, DEVELOPER shall be required to demonstrate good faith compliance with the terms of the Development Agreement. DEVELOPER agrees to furnish such reasonable evidence of good faith compliance as CITY, in its reasonable discretion, may require.

**2. Director's Determination.** On or before yearly anniversary of the Effective Date, the Director shall make a determination regarding whether or not DEVELOPER has complied in good faith with the provisions and conditions of this Development Agreement. The Director may, at his/her discretion or at the request of the DEVELOPER, host a public information meeting regarding compliance with this Development Agreement. The determination of compliance shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to DEVELOPER in the manner prescribed in Section 18 of the Development Agreement.

**3. Failure to Conduct Annual Review.** The failure of the Director to conduct the annual review shall not constitute or be asserted by either party as a breach of the Development Agreement by the other party.

**4. Period To Cure Non-Compliance.** If, as a result of this Annual Review procedure, it is found and determined by the Director that DEVELOPER has not complied in good faith with the provisions and conditions of this Development Agreement, the CITY shall submit to DEVELOPER, by registered or certified mail, return receipt requested, a written notice of non-compliance stating with specificity those obligations of DEVELOPER which have not been performed. Upon receipt of the notice of non-compliance, DEVELOPER shall promptly commence to cure the identified items of non-compliance at the earliest reasonable time after receipt of the notice of non-compliance and shall complete the cure of such items of non-compliance not later than forty-five (45) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, provided that DEVELOPER shall continuously and diligently pursue such remedy at all times until such item of non-compliance is cured.

**5. Failure To Cure Non-Compliance Procedure.** If the Director finds and determines that DEVELOPER, or its successors, transferees, and/or assignees, as the case may be, has not cured or timely commenced to and pursued the cure of an item of non-compliance, and that the CITY intends to terminate or modify this Development Agreement, the Director shall then set a date for a public hearing before the Planning Commission for a recommendation to the City Council and, thereafter for consideration by the City Council in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868.

**6. Termination Or Modification Of Agreement.** The CITY may terminate or modify this Development Agreement, or those transferred or assigned rights and obligations, as the case may be, after a finding or determination of noncompliance by the City Council. There shall be no modifications of this Development Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868.

**EXHIBIT "E"**

**ESTIMATED CITY DEVELOPMENT FEES (FOR REFERENCE ONLY)**

## SITE C - ESTIMATED DEVELOPMENT FEES (ENTIRE SITE)

### BUILDING FEES (\$145,072,953.70 VALUATION)

Fee calculation breakdown (based on 2017 ICC building valuation data):

<b>Tower A</b>	382,749 s.f. x \$150.92/sq.ft. = \$57,764,479.08
<b>Tower B</b>	172,434 s.f. x \$150.92/sq.ft. = \$26,023,739.28
<b>Tower C</b>	118,017 s.f. x \$150.92/sq.ft. = \$17,811,125.64
<b>Parking Structure</b>	447,190 s.f. x \$82.63/sq.ft. = \$36,951,309.70
<b>Restaurant Pad(s)</b>	45,000 s.f. x \$144.94/sq.ft. = \$6,522,300.00
<b>Plan Check Fees</b>	
Building Plan review (65% of permit fee)	\$ 270,519.54
Electrical plan review (85% of permit fee)	\$ 353,756.33
Mechanical plan review (85% of permit fee)	\$ 353,756.33
Plumbing plan check (85% of permit fee)	\$ 353,756.33
Green Code plan check (10% of permit fee)	\$ 41,618.39
Plan check energy (10% of permit fee)	\$ 41,618.39
Plan check disabled (10% of permit fee)	\$ 41,618.39
Plan check flood (2% of permit fee)	\$ 8,323.67
<b>Plan Check Subtotal</b>	<b>\$ 1,464,967.37</b>
<b>Permit Fees</b>	
Issuance of permit (Bldg, Elec, Plumb, Mech)	\$70.00
Building permit fee (Based on Valuation)	\$ 416,183.92
Electrical permit (Fixture count)	\$ 18,864.52
Mechanical permit (Fixture count)	\$ 18,864.52
Plumbing permit (Fixture count)	\$ 18,864.52
Strong motion instrumentation program (CPRC section 2705)	
Com/Ind - \$28/ \$100k valuation	\$ 40,620.43
BSASRF (state) building standards administration special revolving fund	
Valuation Based \$10 + Fraction above 100k @ 25K (\$1)	\$ 5,808.91
One stop Increase building permit fees by 2%	\$ 8,323.67
Art and Public Places Fees	
Valuation based \$500k-1mil (1/4 of 1%)	\$ 290,645.90
+1mil (\$2,500 + \$500 per 1mil)	
General Plan and Cultural Arts	
Valuation Based \$2 + \$1.75 /\$1000	\$ 253,877.66
Plan Retention Fee	
\$4 per page (300 sheets)	\$1,200.00
Building permit documentation Fee	\$5
Certificate of Occupancy	
No Fee with building permit	
<b>Permit Fee Subtotal</b>	<b>\$ 1,073,329.05</b>
<b>TOTAL ESTIMATED BUILDING DIVISION FEES</b>	<b>\$2,538,296.42</b>
<b>*School District Fee (EXCLUDED)</b>	<b>com/Ind \$.56 (718,200 s.f.)</b>
	<b>\$402,192.00</b>

Revision 10/31/17

## ENGINEERING DIVISION

### GRADING PERMIT FEES



DATE of Fee Calculation: 31-Oct-17

JOB ADDRESS: Site C -Harbor/Twintree PLANNER: Maria Parra

APPLICANT:

CALCULATED BY: RJ JOB DESCRIPTION:

#### ESTIMATED GRADING FEES

GRADING PERMIT FEE (B912)					\$1,000
INITIAL PLAN CHECK DEPOSIT (B913)					\$250.00
WQMP (B-904)	\$135.00/hr x	40	hrs		\$5,400.00
ADDL TIME (B904)	\$135.00/hr x	20	hrs		\$2,700.00
ISSUANCE (B920)					\$50.00
PARKWAY TREE (B125)	\$2.50 x	850	FT (FRONTAGE)		\$2,125.00
IN LIEU PARK FEE (B130)	\$5700X	0	UNITS	x	\$0.00
WATER ASSESS-FRONT FOOTAGE (B123)	\$	4.5	x	300 FT	\$1,350.00
WATER ASSESS-FRONT FOOTAGE (B123)	\$	8	x	550 FT	\$4,400.00
WATER ASSESS-SQUARE FOOTAGE (B124)	\$	950	x	4.3 SF	\$4,085.00
DRAINAGE ASSESSMENT FEE (B135)	\$	0.19	x	112435 SF	\$21,362.65
TRAFFIC IMPACT MITIGATION (B140)					\$637,539.00
GRADING INSPECTION DEPOSIT (B929)					\$26,000.00
GARDEN GROVE SANITARY DISTRICT (B139)					\$66,000.00
ORANGE COUNTY SANITARY DISTRICT (B137)					
High Demand for Restaurant	Average demand for Hotel			credits to be applied	
ESTIMATED TOTAL					\$772,261.65

This is only an estimate. The actual fees will be determined upon receiving an approved grading, water/sewer, and street improvement plan.

<b>Building Fees</b>		
Plan Check Submittal	\$	1,464,967.37
Permit Fee Subtotal	\$	1,073,329.05
<hr/>		
A Total Estimated Building Division Fees	\$	2,538,296.42
<b>Engineering Division - Grading Permit Fees</b>		
B Estimated Total	\$	772,261.65
(A+B) Building & Engineering Total Fees	\$	3,310,558.07

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Discussion of Code Enforcement report related to short term rental properties as requested by the City Council.	Date:	12/12/2017

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**OBJECTIVE**

To transmit information to City Council about Code Enforcement efforts to address increasing concerns about short term or vacation rental properties in residential neighborhoods.

**BACKGROUND**

Over the past several months, City Council and Code Enforcement have received an increase in resident complaints about short term or vacation rentals (STR) in residential neighborhoods. At the November 14, 2017 Council meeting, staff received City Council direction to prepare a report to provide clarification about short term rentals and Code Enforcement initiatives associated with short term rentals. A report would be presented to the City Council at the [December 12, 2017](#) meeting.

**DISCUSSION**

Short term rentals (STRs) are prohibited in residential zones of the City of Garden Grove. Specifically, Garden Grove Municipal Code sections 9.32.020, 9.08.020.030 and 9.12.020.030 prohibit renting out of residential zoned properties for a period of less than 30 days as "vacation rentals" or "short-term rentals". Violations of the Municipal Code are misdemeanors and can be prosecuted as such, and can subject offenders to fines of up to \$1,000, six months in jail, or both. Further, each day that a violation exists constitutes a separate offense and can result in accrual of penalties for each violation.

Although the City has enforced the illegal use of residential zoned properties as short-term or vacation rentals for many years, the number of complaints has recently increased substantially. The City is now allocating more resources to enforce the Municipal Code and has implemented the following changes to the Code Enforcement Policy and Procedures to address short term rental violations.



1 . **Community Outreach.** On October 18, 2017, formal written notification were sent 3,557 property owners who hold a Business Operating Tax Certificate (BOTC) for residential rental property. The letters advised all rental property owners that any rental agreements must be for a period in excess of 30 days. The notification further stated any confirmed violations of the City's Municipal Code related to STRs would result in the issuance of an Administration Citation. A copy of that letter is attached. (Attachment No. 1) Further, all Residential Rental BOTCs now contain a condition stating "Does Not Allow Short Term Rentals in Residential Zones".

2 . **STR Complaint Form.** A formal process has been created to provide the public an ability to submit a formal complaint associated with STRs or vacation rentals. This form is identified as an Affidavit for Vacation or Short Term Rental Citation and posted on the City's Code Enforcement webpage. A copy of the affidavit is attached. (Attachment No. 2) Neighbors and persons with direct knowledge of STRs are encouraged to complete an affidavit to provide as much first-hand knowledge of the operation of suspected STRs as possible. The complainant is required to sign that they understand that they will be required to attend an administrative hearing if the citation is contested and also declare under penalty of perjury that the statements contained in the affidavit are true and correct. This signed affidavit provides the evidence that Code Enforcement needs to issue an Administrative Citation. To date, we have received four affidavits.

3. **Proactive Code Enforcement.** Research is ongoing to identify and verify any current STRs within the City of Garden Grove. A list of 53 suspected STRs has been compiled. To date, staff has been able to confirm 35 properties as STRs. Of those 35 properties, 22 properties appear to no longer be operating as STRs as these listings have been removed from the vacation rental websites.

#### 4. **Administrative Citation Policy**

In compliance with the City's Administrative Citation policy, staff has issued citations in the amount of \$1,000 per citation on the following dates:

Date Issued	Number of Citations Issued
11/6/17	32
11/15/17	23
11/28/17	13

Staff has received a number of calls from property owners who have received an Administrative Citation asking about the regulations for STRs and also asking about the procedure to contest the citations. To date, six (6) requests for Administration Citation appeals have been requested. The appeals have been scheduled for December 21, 2017.

#### RECOMMENDATION

It is recommended that Council receive the information on Short Term Rental

enforcement and provide direction to staff as appropriate.

By: Allison Wilson  
Neighborhood Improvement Manager

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Affidavit for Short Term Rental Citation	11/29/2017	Backup Material	AFFIDAVIT_FOR_SHORT_TERM_RENTAL_CITATION_PDF.pdf
Letter Sent to Rental Property Owners	12/5/2017	Backup Material	STR_BOTC_Letter_Signed.pdf
PowerPoint Presentation	12/14/2017	Backup Material	12-12- 17_Short_Term_Rental_Enforcement_Council_Presentation.pdf



## AFFIDAVIT FOR VACATION OR SHORT-TERM RENTAL CITATION

TO BE COMPLETED BY COMPLAINANT:

Complainant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Home ☐ / Work ☐ Cellphone: \_\_\_\_\_

CDL/ ID: \_\_\_\_\_ Email: \_\_\_\_\_

INFORMATION PERTAINING TO PROPERTY RENTED AS VACATION OR SHORT-TERM RENTAL (LESS THAN 30 DAYS) IN VIOLATION OF ZONING CODE	
Owner's Name(s) [if known]: _____	
Address: _____	
Facts demonstrating that violation(s) of Sections 9.32.020, 9.08.020.030 and 9.12.020.030 of the Garden Grove Municipal Code (vacation or short-term rentals not permitted in residential zones) have been committed.	
<p><b>NOTE:</b> Please describe facts evidencing the violations, for example: You spoke with the occupants and they confirmed that they rented the property on AirBNB, VRBO, or through a vacation rental agent and you wrote the agent's name down; The property has had different occupants in one month and you have taken notes, date-stamped photos or date-stamped video of the different occupants; You recognize the property being advertised on vacation rental applications or listings and provide copies of the listings (<b>attach separate sheet if needed</b>).</p>	
Date(s) of violation:	Facts evidencing the violations (see note above):
<p>Did you take photos or video?</p> <p>[ ] Yes [ ] No</p>	

I UNDERSTAND THAT IF THE PERSON(S) RECEIVING THE CITATION REQUEST(S) AN ADMINISTRATIVE HEARING TO CONTEST THE CITATION, I AM REQUIRED TO ATTEND THE HEARING ON THE DATE, LOCATION, AND TIME PROVIDED BY THE CITY, OR THE CITATION WILL BE DISMISSED.

I DECLARE UNDER PENALTY OF PERJURY AND PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. I UNDERSTAND THAT PER CALIFORNIA PENAL CODE SECTION 148.5, PROVIDING FALSE INFORMATION IS A MISDEMEANOR AND COULD SUBJECT ME TO CRIMINAL PROSECUTION AND THAT THE MAXIMUM PUNISHMENT FOR EACH VIOLATION IS UP TO 6 MONTHS IN JAIL AND/OR A \$1000 FINE.

Date:	Print name:	Signature:
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CITY USE ONLY:

CEO: \_\_\_\_\_ CITATION #: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

October 18, 2017

Property Owner

Address

City, State Zip

Subject: **Vacation or Short-Term Rental Prohibition in Residential Zones**

The City of Garden Grove is committed to working with property owners in a joint effort to preserve and maintain clean, well-kept neighborhoods that will preserve and enhance the quality of life of its residents and protect the public health, safety and welfare. Consistent with this purpose, we are notifying property owners in our residential zones that renting out of properties for a period of less than 30 days ("vacation rentals" or "short-term rentals") constitute commercial uses of property (i.e., hotels and motels), which are prohibited in the City's residential zones (GGMC § 9.32.020, 9.08.020.030 and 9.12.020.030). Violations of the Municipal Code are misdemeanors and can be prosecuted as such, and can subject offenders to fines of up to \$1,000, six months in jail, or both. Further, each day that a violation exists constitutes a separate offense and can result in these penalties for each violation.


Although the City has enforced the illegal use of residential properties as short-term or vacation rentals for many years, the number of complaints has recently increased substantially and the City is now allocating more resources to enforce the Municipal Code. Consequently, if you do not wish to be fined or prosecuted for violations of the Municipal Code, please ensure that your residentially-zoned property is not used as a vacation or short-term rental, or other transient occupancy of less than 30 days, and that your property manager and/or tenants refrain from using your property in that manner.

We appreciate your assistance and cooperation in this matter.

Sincerely,



Allison Wilson  
Code Enforcement Manager  
(714) 741-5139



# Short Term Rental Enforcement

## Short Term Rental Defined

- ❖ The City of Garden Grove Land Use Code outlines permitted uses in residential zones.
- ❖ Short-term vacation rentals are the same as hotels or motels, which are defined as places rented to transients for a term of less than 30 consecutive days.
- ❖ Hotels/motels are only allowed in commercial zones with a conditional use permit.
- ❖ Renting out a residence in the City's residential zones for less than 30 days is punishable as a misdemeanor and fines can be imposed up to \$1,000 per day per violation, six months in jail, or both.
- ❖ Each day that a violation exists constitutes a separate offense and can result in these penalties for each violation.



# Enforcement Process

- ▶ Education
  - ▶ October
- ▶ Web Site
  - ▶ STR Info
  - ▶ h
  - ▶ Affidavit
- ▶ Investigation
  - ▶ 53 Sus
  - ▶ 68 Ad
  - ▶ 22 STI
- ▶ Appeals
  - ▶ 6 App



Most Requested

Short-term

**SHORT-TERM  
RESIDENTIAL**

Short-term vacation rentals are the allowed in commercial zones. Imposed up to violation.

You may refer to Hotel/Motel Use 9.12.020.040(A)

Although the City is now zoned property in the

The City's Code of privacy and safety **AFFIDAVIT FOR** completed and

City of Garden

Attn: Code Enforcement

11222 Acacia P

Garden Grove,

For additional information



## AFFIDAVIT FOR VACATION OR SHORT-TERM RENTAL CITATION

TO BE COMPLETED BY COMPLAINANT:

Complainant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Home / Work (circle one) Cellphone: \_\_\_\_\_

CDL/ ID: \_\_\_\_\_ Email: \_\_\_\_\_

### INFORMATION PERTAINING TO PROPERTY RENTED AS VACATION OR SHORT-TERM RENTAL (LESS THAN 30 DAYS) IN VIOLATION OF ZONING CODE

Owner's Name(s) [if known]: \_\_\_\_\_

Address: \_\_\_\_\_

Facts demonstrating that violation(s) of Sections 9.32.020, 9.08.020.030 and 9.12.020.030 of the Garden Grove Municipal Code (vacation or short-term rentals not permitted in residential zones) have been committed.

**NOTE:** Please describe facts evidencing the violations, for example: You spoke with the occupants and they confirmed that they rented the property on Airbnb, VRBO, or through a vacation rental agent and you wrote the agent's name down. The property has had different occupants in one month and you have taken notes, date-stamped photos or date-stamped video of the different occupants; You recognize the property being advertised on vacation rental applications or listings and provide copies of the listings (**attach separate sheet if needed**).

Date(s) of violation: \_\_\_\_\_ Facts evidencing the violations (see note above): \_\_\_\_\_

Did you take photos or video?

[ ] Yes [ ] No

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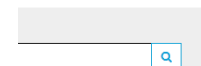
I DECLARE UNDER PENALTY OF PERJURY AND PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. I UNDERSTAND THAT PER CALIFORNIA PENAL CODE SECTION 148.5, PROVIDING FALSE INFORMATION IS A MISDEMEANOR AND COULD SUBJECT ME TO CRIMINAL PROSECUTION AND THAT THE MAXIMUM PUNISHMENT FOR EACH VIOLATION IS UP TO 6 MONTHS IN JAIL AND/OR A \$1000 FINE.

Date: \_\_\_\_\_ Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

CITY USE ONLY:

CEO: \_\_\_\_\_ CITATION #: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

1269496.1



Connect

## DOVE

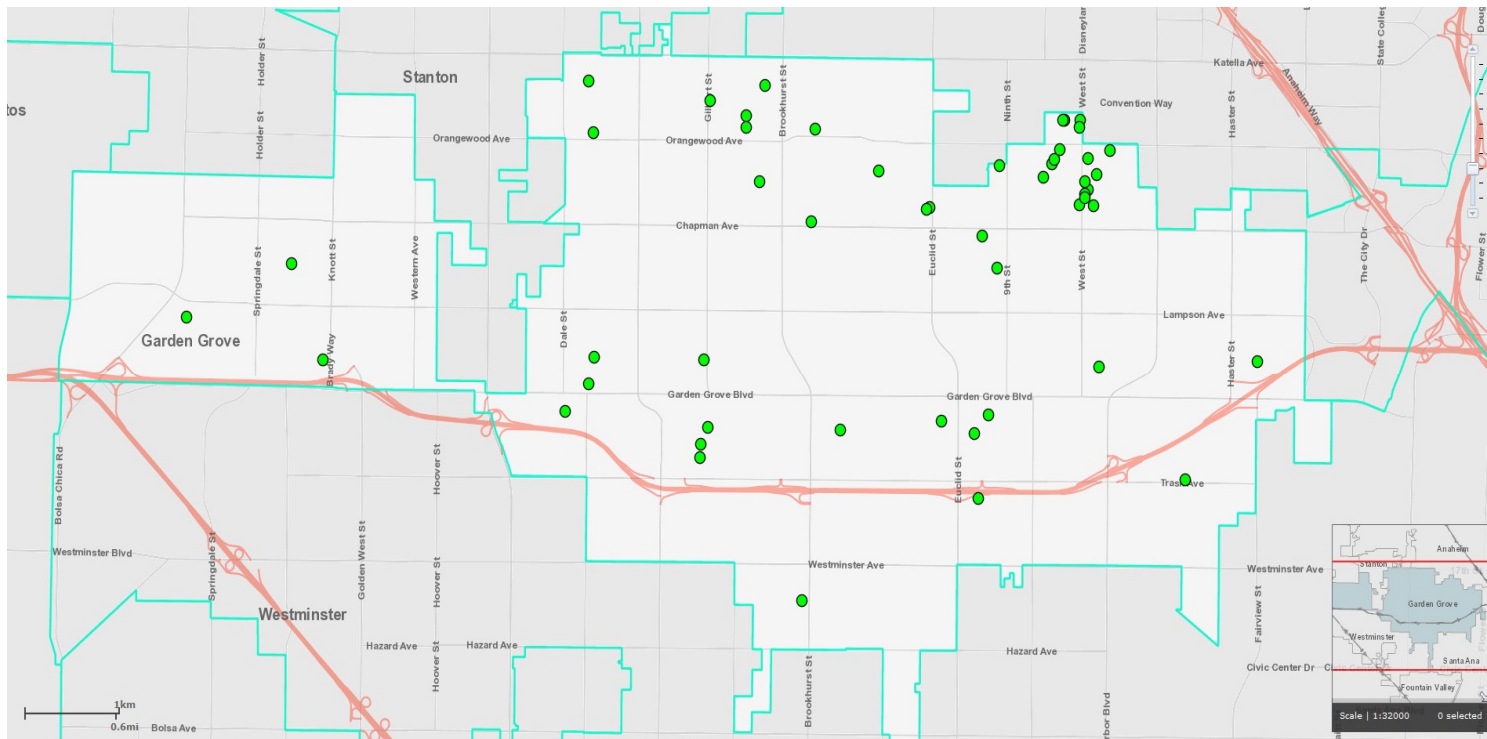
of Garden Grove. The City of ibited. Short-term vacation rcial uses that are only neanor and fines can be in these penalties for each

.020(E)(1) - Illegal legal Hotel/Motel Use (See,

Increased substantially and re that your residentially- : refrain from using your

parking, garbage, light, and complete the d-deliver or mail the

# Verified Short Term Rentals





# Neighboring Cities

- ▶ Anaheim
  - ▶ 2014 Council approves ordinance requiring STRs to register and obtain a permit
  - ▶ 2016 Council approves new ordinance prohibiting new STRs and imposing an 18 month phase out period of existing STRs
  - ▶ February 11, 2018 Last day to legally operate an STR unless a hardship is granted
- ▶ Buena Park
  - ▶ Not permitted in any zone
- ▶ Newport Beach
  - ▶ Permitted in all zones with a permit and business license
  - ▶ Must pay 10% Transient Occupancy Tax
- ▶ Huntington Beach
  - ▶ Not permitted in any zone

# Questions And Answers