

AGENDA



Garden Grove City
Council

Tuesday, September 25,
2018

6:30 PM

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

Steven R. Jones

Mayor

Kris Beard

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

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

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

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

Public Comments: Members of the public 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 O'NEILL, COUNCIL MEMBER T. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BEARD, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Kingsley Okereke, Assistant City Manager/Finance Director, and Charles Kalil, Information Technology Director, for their careers with the City of Garden Grove.
- 1.b. Community Spotlight in recognition of City employees Carlos Bautista, Marti Carroll, Teresa Casey, Patricia Hayes, Hien Pham, and Chris Wasinger for their service to the City of Garden Grove.
- 1.c. Update on the OC Streetcar branding concepts as presented by the Orange County Transportation Authority.
- 1.d. Information regarding economic consequences related to earthquakes as presented by Chris Nance, Chief Communications Officer, California Earthquake Authority.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Adoption of a Resolution commending Assistant City Manager/Finance Director Kingsley Okereke for his service to the City of Garden Grove. *(Action Item)*

- 3.b. Adoption of a Resolution commending Information Technology Director Charles Kalil for his service to the City of Garden Grove. *(Action Item)*
- 3.c. Receive and file minutes from the meetings held on August 28, 2018 and September 11, 2018. *(Action Item)*
- 3.d. Approval of warrants. *(Action Item)*
- 3.e. Approval to waive full reading of Ordinances listed. *(Action Item)*

4. PUBLIC HEARINGS

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

- 4.a. Introduction and first reading of an Ordinance approving Amendment No. A-022-2018 to amend Title 9 and Title 11 of the Municipal Code
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING REGULATIONS PERTAINING TO THE ESTABLISHMENT, MAINTENANCE, AND OPERATION OF OUTDOOR DINING AREAS IN THE PUBLIC RIGHT-OF-WAY ON HISTORIC MAIN STREET BETWEEN ACACIA PARKWAY AND GARDEN GROVE BOULEVARD. *(Action Item)*

5. ITEMS FOR CONSIDERATION

- 5.a. Authorize the issuance of a purchase order to Haaker Equipment Company for one (1) new Vactor sewer cleaning truck. (Cost: \$498,200.44)*(Action Item)*
- 5.b. Approval of purchase agreements for the acquisition of portions of 10965-10971 Westminster Avenue and 10872-10900 Westminster Avenue, Garden Grove, affected real properties for the Euclid Street and Westminster Avenue Intersection Improvement Project. (Cost: \$529,000) *(Action Item)*

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

- 6.a. Discussion and consideration of the Orange County Fire Authority Fire Services Proposal and related analysis as requested by City Manager Stiles. *(Action Item)*

7. ADJOURNMENT

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Ana Pulido

Dept.: City Manager Dept.: Community Services

Subject: Adoption of a Resolution commending Assistant City Manager/Finance Director Kingsley Okereke for his service to the City of Garden Grove. (*Action Item*) Date: 9/25/2018

Attached is a Resolution commending Assistant City Manager/Finance Director Kingsley Okereke for his service to the City of Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution of Commendation	9/20/2018	Resolution	9-25-18_Resolution_of_Commendation_-_Kingsley_Okereke_(1).pdf

Resolution of Commendation

Assistant City Manager and Finance Director Kingsley Okereke

- WHEREAS, Kingsley Okereke began his 15-year career with the City of Garden Grove on December 15, 2003 as Finance Director. On July 5, 2014, Kingsley was concurrently appointed to Assistant City Manager; and
- WHEREAS, Kingsley assisted the City Manager plan, organize, and direct the preparation, implementation, and control of the City's annual budget. In 2017, Kingsley implemented the City's biennial budget; and
- WHEREAS, Kingsley oversaw the Economic Development Department from 2012 to 2015 during the dissolution of the City's redevelopment agency. He was key to protecting the City's financial interests during the dissolution process; and
- WHEREAS, Included in Kingsley's many accomplishments with the City are: recognition from the Government Finance Officers Association with multiple "Certificate of Achievement for Excellence in Financial Reporting" awards; the City's A+ bond rating; and chairing the City's Committee for Operations and Organizational Policy for 13 years, creating internal policies with management from various departments; and
- WHEREAS, Kingsley's membership in professional associations include the American Institute of Certified Public Accountants; the California Society of Municipal Finance Officers; the Government Finance Officers Association, as a member of the Special Review Committee; the Association for Investment Management and Research; and the American Management Association; and
- WHEREAS, The entire City staff and City Council are grateful for Kingsley's leadership, guidance, and support. After 15 years of providing excellent service to the City, family, friends, and professional colleagues wish Garden Grove's esteemed Assistant City Manager and Finance Director the best retirement has to offer.

NOW, THEREFORE BE IT RESOLVED, that the City of Garden Grove does hereby recognize and commend Kingsley on the occasion of his retirement, extend deepest appreciation for his 15 years of contributions to the City and its residents, and wishes him countless fulfillment in his future years ahead.

September 25, 2018

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Ana Pulido

Dept.: City Manager Dept.: Community Services

Subject: Adoption of a Resolution Date: 9/25/2018
 commending Information
 Technology Director Charles
 Kalil for his service to the
 City of Garden Grove.
 (*Action Item*)

Attached is a Resolution of Commendation recognizing Charles Kalil, Information Technology Director, recommended for adoption by the City Council.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	9/18/2018	Resolution	9-25- 18_Resolution_of_Commendation_- _Charles_Kalil.pdf

Resolution of Commendation

Information Technology Director Charles Kalil

- WHEREAS, Charles Kalil began his 25-year career with the City of Garden Grove on August 1, 1993 as a Senior Programmer Analyst in the Information Systems Division under the Finance Department; and
- WHEREAS, When Charles was hired, the City had less than 10 personal computers (PCs) with no network. He was part of a team that researched and administered the first PC network for the City. Charles helped implement a network based on both Open-source software and Internet protocols; and
- WHEREAS, In 2000, Charles was appointed to Information Systems Manager. On June 3, 2006, he was promoted to Information Technology Director, and the Information Systems Division became the new Information Technology Department; and
- WHEREAS, Included in Charles' many accomplishments with the City are: the use of Open-source software, and recognitions from MISAC (Municipal Information Systems Association of California) with multiple Excellence awards and the Innovation Award; and
- WHEREAS, Charles' membership in professional and community service organizations include the Municipal Information Systems Association of Orange, Orange County Law Enforcement Information Technology Association, Orange County Linux Users Group, and Kiwanis Club of Greater Garden Grove; and
- WHEREAS, The entire City staff and City Council are grateful for Charles' leadership, guidance, and support. After 25 years of providing excellent service to the City, family, friends, and professional colleagues wish Garden Grove's esteemed Information Technology Director the best retirement has to offer.

NOW, THEREFORE BE IT RESOLVED, that the City of Garden Grove does hereby recognize and commend Charles Kalil on the occasion of his retirement, extend deepest appreciation for his 25 years of contributions to the City and its residents, and wishes him countless fulfillment in his future years ahead.

September 25, 2018

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 meetings held on August 28, 2018 and September 11, 2018. (*Action Item*) Date: 9/25/2018

Attached are the minutes from the meetings held on August 28, 2018, and September 11, 2018, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes 8-28-2018	9/20/2018	Minutes	cc-min_08_28_2018.pdf
Minutes 9-11-2018	9/24/2018	Minutes	cc-min_09_11_2018.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, August 28, 2018

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

CONVENE SPECIAL STUDY SESSION

At 4:39 p.m., Mayor Jones convened the meeting.

<u>ROLL CALL</u>	PRESENT:	(5)	Mayor Jones, Council Members Beard, Bui, Klopfenstein, K. Nguyen
	ABSENT:	(2)	Council Member O'Neill, Council Member T. Nguyen absent at Roll Call. Council Member T. Nguyen joined the meeting at 5:22 p.m.

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

ORAL COMMUNICATIONS FOR STUDY SESSION

Speakers: John Holm, Eric Thorson

DISCUSSION ON THE ORANGE COUNTY FIRE AUTHORITY PROPOSAL TO PROVIDE FIRE SERVICES FOR THE CITY OF GARDEN GROVE

Any proposed actions for this matter will be brought back to a Regular City Council Meeting for action.

ADJOURN STUDY SESSION

At 6:39 p.m., Mayor Jones adjourned the meeting.

CONVENE REGULAR MEETING

At 6:46 p.m., Mayor Jones convened the meeting in the Council Chamber with Council Members Beard, Bui, T. Nguyen, Klopfenstein and K. Nguyen present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF GARDEN GROVE POLICE EXPLORERS POST 1020 FOR VOLUNTEERING THOUSANDS OF HOURS AND BRINGING HOME EIGHT TROPHIES

ORAL COMMUNICATIONS

Speakers: Mona Marche, Leland Sisk, Charles Mitchell, Tony Flores, Verla Lambert

CONSIDERATION OF A WRITTEN REQUEST FROM THE WESTERN UNIVERSITY OF HEALTH SCIENCES TO WAIVE FACILITY USE FEES FOR A FREE MEDICARE PART D EDUCATION AND AWARENESS EVENT TO BE HELD AT THE H. LOUIS LAKE SENIOR CENTER ON SATURDAY, NOVEMBER 17, 2018

This matter was heard later in the meeting.

RECESS

At 7:22 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:28 p.m., Mayor Jones reconvened the meeting with Council Members Beard, T. Nguyen, Bui, Klopfenstein, K. Nguyen present.

CONSIDERATION OF A WRITTEN REQUEST FROM THE WESTERN UNIVERSITY OF HEALTH SCIENCES TO WAIVE FACILITY USE FEES FOR A FREE MEDICARE PART D EDUCATION AND AWARENESS EVENT TO BE HELD AT THE H. LOUIS LAKE SENIOR CENTER ON SATURDAY, NOVEMBER 17, 2018

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

The facility use fees be waived, in the amount of \$337, for the use of the H. Louis Lake Senior Center to conduct a free Medicare Part D Education and Awareness event on Saturday, November 17, 2018, hosted by the Western University of Health Sciences.

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

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

AUTHORIZATION OF LETTER TO GOVERNOR SUPPORTING ASSEMBLY BILL 448 TO
CREATE THE ORANGE COUNTY HOUSING TRUST

It was moved by Council Member Beard, seconded by Mayor Jones that:

The Mayor be authorized to sign the letter to the Governor supporting Assembly Bill 448 (Daly) to establish the Orange County Housing Trust.

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

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

ADOPTION OF A SUB-RECIPIENT GRANT RESOLUTION AND AUTHORIZATION TO
SUBMIT THE PROJECT ASSURANCES FOR A LOCAL HAZARD MITIGATION AND PRE-
DISASTER MITIGATION PROGRAM

It was moved by Council Member Beard, seconded by Mayor Jones that:

Grant Resolution No. 9524-18 entitled: Designation of Subrecipient's Agent Resolution, Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program, designating the Public Works Director, Water Services Manager and Environmental/Streets Manager as the City's Agent(s) with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service, as required per the Hazard Mitigation Grant Program, be adopted;

The Mayor be authorized to execute the Grant Resolution;

That the Public Works Director be authorized to certify the Project Assurances; and

The submittal of Project Assurances for Federal Assistance-Hazard Mitigation Grant be authorized.

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

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

APPROVAL OF THE BOND EXONERATION FOR THE IMPROVEMENT BONDS FOR TRACT MAP NO. 17871 FOR THE PROPERTY LOCATED AT 227 FEET SOUTHEAST FROM THE CENTER LINE INTERSECTION OF STANFORD AVENUE AND BROOKHURST WAY, GARDEN GROVE

It was moved by Council Member Beard, seconded by Mayor Jones that:

The exoneration of the improvement bonds for Tract Map No. 17871 located 227 feet southeast from the center line intersection of Stanford Avenue and Brookhurst Way, Garden Grove, be approved.

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

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

APPROVAL OF FINAL TRACT MAP NO. 17927 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH SHEA HOMES FOR PROPERTY LOCATED AT 12901 LEWIS STREET, GARDEN GROVE

It was moved by Council Member Beard, seconded by Mayor Jones that:

The final Tract Map No. 17927 and the Subdivision Improvement Agreement with Shea Homes, for the property located at 12901 Lewis Street, Garden Grove, be approved;

That the Subdivision Improvement Bonds, be accepted; and

The City Manager be authorized to execute the Agreement on behalf of the City and make minor modifications as appropriate.

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

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

APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH UNION BANK N.A. FOR BANKING SERVICES

It was moved by Council Member Beard, seconded by Mayor Jones that:

The amendment to the existing contract with Union Bank, N.A. to extend City banking services for the period of July 1, 2018 to June 30, 2020, be approved; and

The City Manager and/or the Finance Director be authorized to execute the amendment on behalf of the City and make minor modifications as appropriate.

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

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

APPROVAL TO CARRYOVER FISCAL YEAR 2017-18 FEDERAL ASSET FORFEITURE FUNDS TO FISCAL YEAR 2018-19 FOR THE PURCHASE OF POLICE DEPARTMENT EQUIPMENT

It was moved by Council Member Beard, seconded by Mayor Jones that:

The carryover amount of \$22,000 in existing federal asset forfeiture funds (Fund 112) appropriated in Fiscal Year 2017-18 to Fiscal Year 2018-19 for the purchase of Police Department equipment, be approved.

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

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

APPROPRIATION OF ADDITIONAL FUNDS FOR ONE ANIMAL CONTROL OFFICER POSITION

This matter was heard later in the meeting.

AWARD OF CONTRACT TO MARK THOMAS & COMPANY, INC., TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE GARDEN GROVE BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) PROJECT

It was moved by Council Member Beard, seconded by Mayor Jones that:

The contract to Mark Thomas & Company, Inc., to provide engineering design services, in the amount, not to exceed \$95,220, be awarded;

The City Manager or his designee be authorized to execute the Professional Services Agreement on behalf of the City and to make minor modifications as appropriate; and

The City Manager or his designee be authorized to sign amendments to the said Agreement, including the authorization to enter into the extensions if approved by the State, and provided sufficient funds are available for each extension.

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

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

APPROVAL OF AMENDMENTS TO THE CONSULTANT AGREEMENTS WITH
ASSOCIATED SOILS AND GROUP DELTA FOR PROFESSIONAL SERVICES

It was moved by Council Member Beard, seconded by Mayor Jones that:

Amendment No. 2 with Associated Soils, increasing the initial agreement amount from \$300,000 to \$400,000, a \$100,000 increase, be approved;

Amendment No. 2 with Group Delta, increasing the initial agreement amount from \$300,000 to \$400,000, a \$100,000 increase, be approved; and

The City Manager be authorized to execute both Amendments and to make minor modifications on behalf of the City.

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO ALTEC INDUSTRIES FOR
ONE (1) NEW AERIAL TRUCK

It was moved by Council Member Beard, seconded by Mayor Jones that:

The Finance Director be authorized to issue a purchase order in the amount of \$124,721.18 to Altec Industries for the purchase of one (1) new aerial truck.

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

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

AUTHORIZE THE ISSUANCE OF PURCHASE ORDERS TO FLEET SERVICES,
TRUCPARCO AND FLEET PRIDE FOR TRUCK PARTS

It was moved by Council Member Beard, seconded by Mayor Jones that:

The Finance Director be authorized to issue three (3) purchase orders for truck parts in a fixed amount collectively not to exceed \$150,000 per year for five (5) years and to be divided between Fleet Services, TrucParCo, and Fleet Pride.

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

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

AUTHORIZE ISSUANCE OF PURCHASE ORDERS TO HILLCO FASTENER
WAREHOUSE, INC., LAWSON PRODUCTS AND MCFADDEN-DALE INDUSTRIAL
HARDWARE FOR FASTENERS AND HARDWARE PARTS

It was moved by Council Member Beard, seconded by Mayor Jones that:

The Finance Director be authorized to issue three (3) purchase orders for fasteners and hardware parts in a fixed amount collectively not to exceed \$150,000 per year for five (5) years and to be divided between Hillco Fastener Warehouse, Inc., Lawson Products, and McFadden-Dale Industrial Hardware.

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JULY 24, 2018
(F: Vault)

It was moved by Council Member Beard, seconded by Mayor Jones that:

The minutes from the meeting held on July 24, 2018, be received and filed.

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

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

WARRANTS

It was moved by Council Member Beard, seconded by Mayor Jones that:

Payroll Warrants 182487 through 182550, 182551 through 182596, 182597 through 182645; Direct Deposits D333475 through D334198, D334133 through D334923, D334922 through D335648; Wires W2490 through W2493, W2494 through W2497, W2498 through W2501; 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 641070 through 641265, 641526 through 641785, 641786 through 642146, and 642147 through 642533; and Wires W2217 through W2226, W641525 through W641784, W2227 through W2233, and W2241 through W2253; 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 6-0-1 vote as follows:

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

APPROPRIATION OF ADDITIONAL FUNDS FOR ONE ANIMAL CONTROL OFFICER POSITION

After City Council comments, it was moved by Council Member Beard, seconded by Council Member Klopfenstein that:

Additional funds in the amount of \$97,000 for Fiscal Year 2018-19 to fund one Full-Time Animal Control Officer position, be appropriated.

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

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

COMMISSION/COMMITTEE MATTERS - ACCEPTANCE OF THE RESIGNATION OF
DALE SOEFFNER FROM THE TRAFFIC COMMISSION

It was moved by Mayor Jones, seconded by Council Member Bui that:

Traffic Commissioner Dale Soeffner's resignation be accepted.

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO WONDRIES FLEET GROUP
FOR THE PURCHASE OF NINE (9) NEW POLICE VEHICLES

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

The Finance Director be authorized to issue a purchase order in the amount of \$294,378.48 to Wondries Fleet Group for the purchase of nine (9) new police patrol vehicles.

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

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

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

WILLOWICK GOLF COURSE STATUS REPORT AS REQUESTED BY CITY MANAGER
STILES

Community and Economic Development Director, Lisa Kim, provided the status report to update the City Council on the progress of the Willowick Golf Course redevelopment efforts and milestones.

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

Council Member T. Nguyen reminded the community to use caution and practice driver safety specifically around school zones as Garden Grove Unified School District's first day back to school starts tomorrow.

Council Member K. Nguyen thanked staff for efforts and detail to Council Member Agenda binders. She wished her mother a happy birthday and also sent good luck wishes to everyone going back to school.

Council Member Klopfenstein provided a Vector Control update to inform the public about mosquito pools that tested positive for West Nile Virus at the Haster Basin location on West Street. She encouraged the community to take precautionary measures like dumping and draining standing water to help eradicate the mosquito issue. She also thanked Mayor Pro Tem Beard for highlighting the approval of funds for an additional Animal Control Officer in order to efficiently provide a service that is highly beneficial to the residents of Garden Grove and their pets. She congratulated Verla Lambert on a successful Chili Cook-off; an event that exemplified the essence of "neighbors helping neighbors." Additionally, she commented on Dale Soeffner's efforts and accomplishments as a Traffic Commissioner and thanked him for all his hard work. Lastly, she thanked and honored Sergeant Major Bradley Warner, a Garden Grove resident who served in the U.S. Army for 30 years and recently celebrated his retirement at a block party organized by his neighbors.

Council Member Bui expressed his condolences for the late Senator John McCain and his family. He shared that Senator McCain is beloved by the Vietnamese-American community and recently asked for a moment of prayer during a Buddhist ceremony. Additionally, he shared that a group of community members would be traveling to Arizona to pay tribute to the late Senator. He also wanted to bring attention to an issue where a group of homeless are accessing the Caltrans flood control channel located near a property on Trask Avenue, near Euclid at the West 22 Freeway entrance. He requested that staff look into the issue and possibly contact Caltrans to help secure the area. Lastly, in response to public comments during Oral Communications, he explained that his travels to Sacramento are related to his advocacy efforts to make our legislative representatives aware and express concerns about Garden Grove's current issues related to public safety, homelessness, and the ongoing impacts that the dissolution of the Redevelopment Agency has created for the City.

Mayor Jones acknowledged the passing of Senator John McCain whom he recognized as a true patriot, war hero and lifelong public servant. He also announced that he would be adjourning the meeting in memory of Leo Zlaket, who not only ran Zlaket's Market from 1988 through 2014, the city's oldest family-owned business, but was also involved with the Garden Grove Chamber of

Commerce, the Boys & Girls Clubs of Garden Grove, and other organizations. Leo Zlaket passed away on July 31st after battling multiple myeloma, a bone marrow cancer. He is survived by his wife Virginia, son David, daughter-in-law Tina, grandchildren Gabi and Roman, and sister Yvonne. Mayor Jones also announced that he was adjourning the meeting in memory of Phillip Anthony who was a respected member of the Orange County Water Board representing a portion of Garden Grove. As an accomplished and dedicated public servant, Phil Anthony led efforts that doubled the sustainable yield of the Orange County Groundwater Basin and pioneered projects that are now industry standards for addressing drought and water shortages. His dedication as a public servant leaves a legacy for making Orange County a better place to live and thrive.

CONVENE CLOSED SESSION

At 7:57 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6

Agency designated representatives: Scott Stiles, City Manager

Employee organization: International Association of Firefighters, Local 2005

Conference with Legal Counsel - Anticipated Litigation

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): Two potential cases.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

ADJOURN CLOSED SESSION

At 8:58 p.m., Mayor Jones adjourned Closed Session.

RECONVENE REGULAR MEETING

At 8:59 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Beard, T. Nguyen, Bui, Klopfenstein, K. Nguyen present.

CLOSED SESSION REPORT

City Attorney Sandoval announced that there was no reportable action on labor negotiations.

On the Initiation of Litigation items, City Attorney Sandoval announced that the City Council unanimously authorized the City Attorney's Office to commence receivership proceedings involving the properties located at 11081 Sherman Avenue and 13691 Purdy Street.

ADJOURNMENT

At 9:01 p.m., Mayor Jones adjourned the meeting in memory of Leo Zlaket and Phillip Anthony. The next Regular City Council Meeting will be held on Tuesday, September 11, 2018, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Deputy City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, September 11 2018

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

CONVENE CLOSED SESSION

At 6:05 p.m., Mayor Jones convened the meeting in the Council Chamber.

<u>ROLL CALL</u>	PRESENT:	(5)	Mayor Jones, Mayor Pro Tem Beard, Council Members O'Neill, T. Nguyen, Klopfenstein
	ABSENT:	(2)	Council Member Bui, Council Member K. Nguyen absent at Roll Call. Council Member K. Nguyen joined the meeting at 6:06 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CLOSED SESSION

At 6:07 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1):

Kennedy Commission et al. v. City of Garden Grove et al. OCSC Case No. 30-2017-00933416

ADJOURN CLOSED SESSION

At 6:32 p.m., Mayor Jones adjourned the Closed Session.

CONVENE REGULAR MEETING

At 6:40 p.m., Mayor Jones convened the meeting in the Council Chamber with Council Members Beard, O'Neill, T. Nguyen, Klopfenstein, and K. Nguyen present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF GARDEN GROVE UNIFIED SCHOOL DISTRICT NAMED A 2018 CALIFORNIA EXEMPLARY DISTRICT

COMMUNITY SPOTLIGHT IN RECOGNITION OF HILTON D. BELL INTERMEDIATE SCHOOL FOR BEING DESIGNATED AS "SCHOOLS TO WATCH – TAKING CENTER STAGE FOR 2017-18"

RECESS

At 6:55 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:00 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

COUNCIL MEMBER BUI ARRIVED AT THE MEETING AT 7:00 P.M.

ORAL COMMUNICATIONS

Speakers: Charles Mitchell, Maureen Blackmun, Nicholas Dibbs

RECESS

At 7:08 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:13 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION DECLARING SEPTEMBER 23, 2018, MID-AUTUMN CHILDREN'S FESTIVAL DAY

It was moved by Council Member O'Neill, seconded by Council Member T. Nguyen that:

September 23, 2018, be proclaimed as "Mid-Autumn Children's Festival Day."

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 PROCLAMATION DECLARING SEPTEMBER AS HUNGER ACTION MONTH

It was moved by Council Member O'Neill, seconded by Council Member T. Nguyen that:

September 2018, be proclaimed as Hunger Action Month in Garden Grove.

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 REAPPOINTING A CITY TREASURER AND APPOINTING AN INTERIM DEPUTY CITY TREASURER

It was moved by Council Member O'Neill, seconded by Council Member T. Nguyen that:

Laura J. Stover, Human Resources Director, be reappointed as City Treasurer, and that Scott C. Stiles, City Manager, be appointed as Interim Deputy City Treasurer; and

Resolution No. 9525-18 entitled: A Resolution of the City Council of the City of Garden Grove repealing Resolution No. 9456-17 and reappointing a City Treasurer and appointing an Interim Deputy City Treasurer, 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

APPROVAL OF A DENSITY BONUS HOUSING AGREEMENT WITH NEW AGE BROOKHURST, LLC, FOR THE PROJECT LOCATED AT 12854 AND 12860 BROOKHURST WAY AND 12855 BROOKHURST STREET, GARDEN GROVE

It was moved by Council Member O'Neill, seconded by Council Member T. Nguyen that:

The Density Bonus Housing Agreement with New Age Brookhurst, LLC for Phase 2 of residential dwelling units at the Brookhurst Triangle, be approved; and

The City Manager be authorized to execute the agreement and all other documents necessary to implement the agreement, and to make minor modifications as appropriate thereto.

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 APPROPRIATE FUNDS FOR THE EXISTING CONTRACT WITH ALL CITY MANAGEMENT SERVICES, INC., TO PROVIDE CROSSING GUARD SERVICES

It was moved by Council Member O'Neill, seconded by Council Member T. Nguyen that:

Funding in the amount of \$82,000 be appropriated to the Fiscal Year 2018-19 General Fund budget for the purpose of providing crossing guard services under the existing contract with All City Management Services, Inc., through December 2018.

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 ISSUANCE OF PURCHASE ORDERS TO AUTO PARTS DISTRIBUTORS, NAPA AUTO PARTS AND O'REILLY AUTO PARTS FOR THE PURCHASE OF MISCELLANEOUS AUTO PARTS

It was moved by Council Member O'Neill, seconded by Council Member T. Nguyen that:

The Finance Director be authorized to issue three (3) purchase orders for truck parts in a fixed amount collectively not to exceed \$240,000 per year for five (5)

years, and to be divided between Auto Parts Distributors, Napa Auto Parts and O'Reilly Auto Parts.

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

It was moved by Council Member O'Neill, seconded by Council Member T. Nguyen that:

Regular Warrants 642534 through 642669; 642670 through 642932; 642933 through 643046; Wires W2254 through W2259; Wires W2260 through W2262; Wires W642669 through W642931; 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

Payroll Warrants 182646 through 182688; Direct Deposits D335647 through D336365; Wires W2502 through W2505; 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

PUBLIC HEARING – ACCEPTANCE OF FISCAL YEAR 2017-18 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

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: None

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

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Fiscal Year 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER) be accepted; and

The CAPER be transmitted to the U.S. Department of Housing and Urban Development (HUD).

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 THE ISSUANCE OF BONDS BY THE GOLDEN STATE FINANCE AUTHORITY (GSFA) AS CONDUIT FINANCING FOR THE SUNGROVE SENIOR APARTMENTS PROJECT LOCATED AT 12811 GARDEN GROVE BOULEVARD, GARDEN GROVE

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

Speakers: Bill Vanderchans, Charles Mitchell, Nicholas Dibbs

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

It was moved by Mayor Jones, seconded by Council Member Beard that:

Resolution No. 9526-18 entitled: A Resolution of the City Council of the City of Garden Grove approving for purposes of Section 147(f) of the Internal Revenue Code of 1986 the issuance of Senior Housing Revenue Bonds by the Golden State Finance Authority to finance the acquisition, rehabilitation and equipping of a senior rental housing project located within the city of Garden Grove, 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

COMMISSION/COMMITTEE MATTERS - APPOINTMENT TO THE DOWNTOWN COMMISSION

Following staff presentation, Mayor Jones noted that he asked that this matter be listed on the agenda noting there has been a vacancy on the Commission for some time.

It was moved by Mayor Jones, seconded by Council Member Klopfenstein that:
James Schierberl be appointed to the Downtown Commission.

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 THE GRANT AGREEMENT FOR PARTICIPATION IN THE 2018-2019
OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM
(STEP) TO IMPLEMENT DUI/CDL CHECKPOINTS AND SELECTIVE TRAFFIC
ENFORCEMENT OPERATIONS

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

Participation in the Selective Traffic Enforcement Program (STEP) be authorized;

The Office of Traffic Safety grant funds in the amount of \$300,000, be accepted;

The Finance Director and City Manager be authorized to execute the grant agreement on behalf of the City; and

The grant monies be allocated to fund the Selective Traffic Enforcement Operations.

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

AWARD OF CONTRACTS TO SUPERION, LLC, AND SCHAFER CONSULTING, INC.,
FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTIONS, AND
APPROVE RENEWAL OF THE CONTRACT WITH OPENGOV TO PROVIDE
TRANSPARENCY

Following staff presentation and City Council comments, it was moved by Council Member Bui, seconded by Council Member O'Neill that:

A contract be awarded to Superion, LLC, and its related third-party solutions (BMI, CryWolf, Iron Mountain, TimeClock Plus) agreements, and the City Manager or his designee to sign the agreements, subject to future budget allocations, and to make minor modifications as needed on behalf of the City;

The current contract with Schafer Consulting, Inc., be terminated and a new contract be awarded to Schafer Consulting, Inc., for the ERP implementation and look-back consulting services; and the City Manager or his designee be authorized to sign the Schafer Consulting, Inc., agreement and make minor modifications as needed on behalf of the City;

The City Manager or his designee be authorized to enter into a contract with OpenGov and make minor modifications as needed on behalf of the City; and

The Finance Director or his designee be authorized to issue purchase orders or contracts to Superion, LLC, BMI, CryWolf, Iron Mountain, TimeClock Plus, and Schafer Consulting, Inc., for the ERP software and implementation costs in a fixed amount collectively not to exceed \$4,433,985 (Superion LLC, \$3,145,635 and Schafer Consulting, Inc., \$1,288,350) until project completion and to be divided between Superion, LLC, and its related third-party solutions (BMI, CryWolf, Iron Mountain, TimeClock Plus) and Shafer Consulting, Inc., as needed; and the City Manager or his designee be authorized to increase the Shafer Consulting, Inc., contract amount by an equal reduction in the Superion, LLC, contract not to exceed amount, as needed on behalf of the City; and

Consolidation be authorized for the currently appropriated \$3,000,000 ERP costs by approving the transfer of these funds and transfer of these budget appropriations from the General Purpose, Water, Sewer, and Refuse Funds to the Information Technology Internal Service Fund.

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 TO APPROVE A 180-DAY WAIT PERIOD EXEMPTION TO HIRE A RETIRED ANNUITANT

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

Resolution No. 9527-18 entitled: A Resolution of the City Council of the City of Garden Grove approving a 180-day wait period exception pursuant to Government Code Sections 7522.56 and 21221(h), 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

ADOPTION OF A PROCLAMATION DECLARING SEPTEMBER 17 THROUGH 23, 2018,
AS CONSTITUTION WEEK AS REQUESTED BY MAYOR PRO TEM BEARD

September 17 through 23, 2018, be proclaimed Constitution Week in Garden Grove.

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

Following City Council comments, it was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

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

Council Member Beard expressed appreciation for the Garden Grove Unified School District's administration and faculty for all of their hard work. He noted the significance of today's date as the 17 year anniversary of the terrorist attack on the United States and stated that it would be appropriate to adjourn tonight's meeting in memory of the victims of 9-11.

Council Member O'Neill expressed his great appreciation for the work and passion of the Garden Grove Unified School District, noting his bias having attended Gilbert

Elementary School and Rancho Alamitos High School. He announced that the Woman's Civic Club of Garden Grove is having their annual holiday craft boutique on October 27, 2018, from 9:00 a.m. to 3:00 p.m. at their facility on Gilbert Street and Chapman Avenue. He expressed his thoughts on the aftermath of the 9-11 tragedy that brought loss but also brought unity for all Americans.

Council Member T. Nguyen congratulated the Garden Grove Unified School District for their achievements. She noted that the Mid-Autumn Children's Festival will be celebrated at the Atlantis Play Center on September 23, 2018, and she encouraged all parents and grandparents to bring their children.

Council Member K. Nguyen encouraged residents to attend the OC Yimby Chapter workshop on the California Housing shortage being held at the Community Meeting Center on Monday, September 17th from 6:00 p.m. to 8:00 p.m. She recalled being in elementary school on 9-11, and commended her teacher for calmly explaining to her students about the attack. She expressed gratitude for the courage displayed by her teachers and their guidance throughout her education.

Council Member Klopfenstein commented that 9-11 was a horrific shock, and that it is always an honor to fly the American Flag, and more notably on this important day. She noted that the Asian Tiger Mosquito, a day biting mosquito, has made its way to Orange County. She stated that Vector Control is available for free property inspection if you suspect you have a mosquito infestation on your property.

Council Member Bui recalled his shock on 9-11 as he was preparing to take a flight to Sacramento. He expressed his condolences to the families of the victims of 9-11 and paid homage to the first responders of 9-11, as well as to the Garden Grove firefighters. He noted that due to Hurricane Florence, his trip organized by the Association of California Cities Orange County (ACC-OC) to Washington D.C. might be postponed. He noted that the purpose for the trip is to illicit federal funding to fight homelessness and he noted that more funding is needed for Housing Authorities.

City Manager Stiles noted that he will be attending the League of California Cities annual conference with Council Members T. Nguyen and K. Nguyen; the City is being recognized by the League of California Cities as the recipient of the Helen Putnum Award for the combined efforts of the Police and Community and Economic Development Departments in the Palma Vista Neighborhood; the OCFA proposal will be listed on the September 25, 2018, agenda; and there will be a ground-breaking on September 20th at noon for the Village Center project at 12639 to 12975 Beach Boulevard in the city of Stanton, and 7901 to 7955 Garden Grove Boulevard in the city of Garden Grove.

Mayor Jones announced that there was no reportable action taken on the Closed Session matter.

Mayor Jones noted that today marks the 17th anniversary of the 9-11 terrorist attacks on the World Trade Center, the Pentagon, and in Shanksville, Pennsylvania; he paid tribute to the nearly 3,000 lost that included civilians, firefighters, law enforcement and military personnel. He noted that with the loss and suffering, the country has grown stronger and more committed to freedom, equality, and peace.

ADJOURNMENT

At 8:25 p.m., Mayor Jones adjourned the meeting in memory of the victims of 9-11. The next Regular City Council Meeting will be held on Tuesday, September 25, 2018, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

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:	9/25/2018

Attached are the warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	9/20/2018	Warrants	CC_Warrants_9-25-18.pdf

D336418	RHONDA C KAWELL	2364.39	D336419	ROBERT W MAY	1346.32
D336420	SHAWNA A MCDONOUGH	1408.72	D336421	HEIDY Y MUNOZ	3163.83
D336422	LIGIA ANDREI	1422.95	D336423	ARIANA B BAUTISTA	1485.68
D336424	KAREN J BROWN	698.10	D336425	CORINNE L HOFFMAN	2336.15
D336426	JEFF N KURAMOTO	2281.68	D336427	CHELSEA E LUKAS	1540.41
D336428	EDWARD E MARVIN JR	1725.43	D336429	ANGELA M MENDEZ	1743.82
D336430	MONICA A NEELY	3280.20	D336431	JENNIFER L PETERSON	3007.98
D336432	ANH PHAM	1673.39	D336433	EVA RAMIREZ	1676.09
D336434	HELEN E WHITTAKER DEGEN	557.23	D336435	JAIME F CHAVEZ	1450.55
D336436	GARY F HERNANDEZ	1581.32	D336437	NEAL M MANALANSAN	1509.10
D336438	DANIEL J SANCHEZ	1469.29	D336439	SANDRA E SEGAWA	4804.20
D336440	ALANA R CHENG	2247.01	D336441	LISA L KIM	4601.05
D336442	JAYME K AHLO	2352.83	D336443	JULIE A ASHLEIGH	1863.92
D336444	MICHAEL G AUSTIN	2465.42	D336445	RITA M CRAMER	2403.10
D336446	CHRISTOPHER J CRANDALL	2528.80	D336447	DAVID A DENT	3783.56
D336448	TODD C HARTWIG	2367.25	D336449	RALPH V HERNANDEZ	2152.27
D336450	AARON J HODSON	1984.53	D336451	DONALD E LUCAS	2687.36
D336452	GUADALUPE E MERCADO	1662.11	D336453	SVETLANA MOURE	2078.40
D336454	PHU T NGUYEN	3209.74	D336455	LORENA J QUILLA-SOULES	2282.95
D336456	PEDRO ROQUE	2320.79	D336457	CHRISTOPHER CHUNG	2461.87
D336458	PAUL GUERRERO	2577.40	D336459	LEE W MARINO	3590.13
D336460	MARIA L MEDRANO	1994.35	D336461	MARIA C PARRA	2751.58
D336462	ERIN WEBB	3241.37	D336463	GREG BLODGETT	2877.93
D336464	MONICA COVARRUBIAS	3988.45	D336465	GRACE E LEE	2212.64
D336466	AMEENAH ABU-HAMDIYYAH	1681.36	D336467	ROY N ROBBINS	2702.91
D336468	TIMOTHY E THRONE	1679.72	D336469	ALLISON D WILSON	1937.12
D336470	MICHAEL C BOS	2258.07	D336471	DANIEL J CANDELARIA	4118.16
D336472	VINCENT L DE LA ROSA	1952.38	D336473	KAMYAR DIBAJ	1020.12
D336474	ALICIA M HOFER	1629.20	D336475	NICOLAS C HSIEH	2814.95
D336476	ROSEMARIE JACOT	1889.34	D336477	SHAN L LEWIS	2250.96
D336478	NAVIN B MARU	3377.82	D336479	JUAN C NAVARRO	2243.80
D336480	MICHAEL F SANTOS	2608.02	D336481	MARK P UPHUS	3426.20
D336482	JOSE A VASQUEZ	2337.21	D336483	ANA G VERGARA NEAL	2184.91
D336484	DAI C VU	3564.22	D336485	KHANG L VU	2927.06
D336486	JOSHUA J ARIONUS	1682.18	D336487	JAN BERGER	1955.04
D336488	ROBERT P BERMUDEZ	3032.31	D336489	TIM P CANNON	2812.14
D336490	MYUNG J CHUN	2966.62	D336491	CARINA M DAN	2141.99
D336492	JUSTIN E DAVENPORT	1245.06	D336493	RYAN H DAVIS	1289.39
D336494	RONALD W DIEMERT	2300.14	D336495	CHRIS N ESCOBAR	3134.90
D336496	JASON A FERTAL	3094.85	D336497	ALEJANDRO GONZALEZ	3176.38
D336498	MICHAEL J GRAY	1650.25	D336499	LARRY GRIFFIN	1477.35
D336500	ROBERT A HAENDIGES	2556.58	D336501	RYAN S HART	2013.66
D336502	ROBERT M HIGGINBOTHAM	1278.45	D336503	EDWARD A HUY	2814.72
D336504	VIDAL JIMENEZ	1528.15	D336505	SAMUEL K KIM	3356.51
D336506	REBECCA PIK KWAN LI	3171.90	D336507	DAVID MA'AE	1570.21
D336508	TYLER MEISLAHN	1827.07	D336509	JESSE K MONTGOMERY	1771.91
D336510	JUSTIN M MORRIS	635.37	D336511	STEVEN J MOYA JR	2006.85
D336512	BASIL G MURAD	2247.04	D336513	KIRK L NATLAND	780.64

**** PAGE TOTAL = 219334.83

D336514	DUC TRUNG NGUYEN	2104.53	D336515	CORNELIU NICOLAE	2414.71
D336516	ANDREW I ORNELAS	1545.80	D336517	DAVID A ORTEGA	2608.30
D336518	CELESTINO J PASILLAS	2549.83	D336519	WILLIAM F PEARSON	3429.04
D336520	LES A RUITENSCHILD	2517.02	D336521	JONATHAN RUIZ	1992.55
D336522	ALEXIS SANTOS	1016.56	D336523	ADRIAN M SARMIENTO	3432.87
D336524	ALBERT TALAMANTES JR	1884.84	D336525	MINH K TRAN	2198.91
D336526	ALEJANDRO VALENZUELA JR	1227.89	D336527	ALEJANDRO N VALENZUELA	2087.96
D336528	KATHLEEN N VICTORIA	795.21	D336529	RONALD J WOLLAND	1658.68
D336530	VICTOR K YERGENSEN	1874.53	D336531	ALICE K FREGOSO	3519.44
D336532	RAQUEL K MANSON	2467.40	D336533	WILLIAM E MURRAY JR	5968.84
D336534	EMILY H TRIMBLE	1527.51	D336535	ALFRED J AGUIRRE	3577.61
D336536	RODOLPHO M BECERRA	2144.21	D336537	EDGAR A CANO	1611.35
D336538	ALBERT J CARRISOZA	1515.69	D336539	GABRIELA R CONTRERAS	2349.91
D336540	JULIE T COTTON	968.79	D336541	DANIEL A DEL ROSARIO	565.16
D336542	ERIC M ESPINOZA	1661.72	D336543	HECTOR M ESPINOZA	1501.65
D336544	ALBERT R EURS II	3102.58	D336545	ROBERT J FRANCO	670.06
D336546	MAURICIO S GARCIA	2245.94	D336547	HERMILO HERNANDEZ	1591.60
D336548	DARNELL D JERRY	441.06	D336549	BRENT KAYLOR	2101.10
D336550	MARK W LADNEY	3665.37	D336551	RAUL LEYVA	3544.42
D336552	ANTONIO R MARTIN	2190.40	D336553	DIEGO A MEJIA	1709.51
D336554	RIGOBERTO MENDEZ	2498.01	D336555	JON A MIHAILA	599.23
D336556	STEVEN T ORTIZ	3034.04	D336557	RICHARD L PINKSTON	1923.37
D336558	BRADLEY J POINDEXTER	584.72	D336559	STEVE J TAUANU'U	2306.11
D336560	SUSAN VITALI	867.01	D336561	STEPHANIE A WASINGER	582.82
D336562	IOAN ANDREI	894.13	D336563	SYLVESTER A BABINSKI IV	1475.14
D336564	JEFFREY G CANTRELL	2136.47	D336565	THOMAS C COUNTS	2073.93
D336566	JAMES CUNNINGHAM	2054.44	D336567	EARNEST L DOMINGUEZ	730.16
D336568	JULIA ESPINOZA	1160.41	D336569	CECELIA A FERNANDEZ	1130.44
D336570	CONRAD A FERNANDEZ	925.06	D336571	DIANA GOMEZ	574.68
D336572	JORGE GONZALEZ	1088.48	D336573	MICHAEL R GREENE	1953.05
D336574	RONALD D GUSMAN	755.35	D336575	GLORIA A HARO	1143.28
D336576	ERIC W JOHNSON	1047.26	D336577	URIEL MACIAS	818.82
D336578	KHUONG NGUYEN	1143.28	D336579	ALEJANDRO ORNELAS	928.97
D336580	WILLIAM R PICKRELL	2613.77	D336581	DELFRADO C REYES	1143.28
D336582	RAFAEL ROBLES	1212.79	D336583	ADRIANNA M RODRIGUEZ	898.70
D336584	RODERICK THURMAN	1557.00	D336585	EVARISTO VERA	1588.18
D336586	RICHARD L WILLIAMS	1669.41	D336587	ANSELMO AGUIRRE	1767.04
D336588	CHRISTOPHER L ALLEN	1753.73	D336589	PHILLIP J CARTER	2359.97
D336590	RICK L DUVAL	2338.67	D336591	CASEY G GIROUARD	504.56
D336592	AARON R HANSEN	1824.07	D336593	PATRICIA CLAIR HAYES	2337.09
D336594	HUY HOA HUYNH	1976.61	D336595	BRYAN D KWIATKOWSKI	1359.55
D336596	CHRISTOPHER B PRUDHOMME	1265.50	D336597	ROLANDO QUIROZ	1716.19
D336598	TODD R REED	2299.57	D336599	ESTEBAN H RODRIGUEZ	1274.12
D336600	ROBERTO RODRIGUEZ	472.31	D336601	LUIS A TAPIA	2054.80
D336602	MICHAEL W THOMPSON	2958.15	D336603	WILLIAM J WHITE	1921.39
D336604	JESSE GUZMAN	2262.25	D336605	MARK M KHALIL	1587.37
D336606	BRETT A MEISLAHN	1841.70	D336607	DOUGLAS A MOORE	1805.86
D336608	AUSTIN H POWELL	1711.80	D336609	MELVIN P REED	1145.77

**** PAGE TOTAL = 171630.41

D336610	STEPHEN D SUDDUTH	2037.52	D336611	TIMOTHY WALLINGFORD	2171.17
D336612	HILLARD J WILLIAMS	624.03	D336613	SOUHELIA K GOUNTOUNA	1656.99
D336614	ALBERT J HOLMON III	3207.95	D336615	VICTOR T BLAS	3441.04
D336616	ERVIN DUBRUL	1880.99	D336617	JEREMY J GLENN	1216.17
D336618	JOSE GOMEZ	1840.37	D336619	BRENT W HAYES	2762.30
D336620	FRANK D HOWNSTEIN	2176.63	D336621	ALLEN G KIRZNER	2272.18
D336622	BRANDON S NUNES	1131.00	D336623	STEPHEN PORRAS	2561.67
D336624	JESSE VIRAMONTES	1500.85	D336625	JOHN ZAVALA	5837.51
D336626	KAETLYN L AGATEP	195.79	D336627	EDWARD D AMBRIZ GARCIA	212.78
D336628	STEPHANIE AMBRIZ	228.92	D336629	JOSELYN D AVALOS	481.06
D336630	SARAH M BAIRD	921.03	D336631	VALERIA J BARON	218.50
D336632	JOSUE BARREIRO MENDOZA	1248.76	D336633	NICHOLAS J BARRETT	83.04
D336634	ALEXIS R BAUTISTA-MOYANO	213.95	D336635	DYLAN J BOGGAN	393.35
D336636	IMMANUEL M CALDONA	325.70	D336637	RACHEL M CAMARENA	1808.01
D336638	RENE CAMARENA	1750.99	D336639	VICTORIA M CASILLAS	1735.00
D336640	AMANDA D CROSS	1129.71	D336641	GISELL L CRUZ	443.65
D336642	KENNETH E CUMMINGS	381.92	D336643	MARLY DELGADO CHAVEZ	40.43
D336644	GABRIELA DIAZ	442.89	D336645	LORENE U DO-LE	341.08
D336646	GRISSELL V EVERASTICO	383.87	D336647	MARK C FREEMAN	2681.00
D336648	VANESSA L GARCIA	149.41	D336649	JACOB R GRANT	1768.66
D336650	ASHLY L HANNAH	271.86	D336651	CAROLINA HONSTAIN	191.48
D336652	ANA C IZQUIERDO	498.56	D336653	MARITZA JIMENEZ	420.59
D336654	ISABELLA H KUBES	127.67	D336655	KALYSTA N LOPEZ	288.03
D336656	MARISSA D LOPEZ	20.76	D336657	STEPHANIA LUNA	502.96
D336658	TINA LY	164.01	D336659	ELAINE M MA'AE	2154.47
D336660	JOHANA L MALDONADO	201.24	D336661	JESUS MEDINA	1647.59
D336662	JUAN MEDINA	1957.36	D336663	JOHN A MONTANCHEZ	4149.59
D336664	BRIANNA M MOORE	1061.51	D336665	KIRSTEN K NAKAISHI	162.80
D336666	GINA D NECCO	464.74	D336667	JACOB J NEELY	296.90
D336668	ALLEN T NGUYEN	445.86	D336669	NOEL N NICHOLAS	1233.18
D336670	JENNIFER GODDARD NYE	2392.56	D336671	GABRIELA O'CADIZ-HERNAND	2630.94
D336672	NANCY A OCAMPO	372.85	D336673	LORI OCHOA	1677.79
D336674	STEPHANIE ORTIZ	262.08	D336675	CHRISTIAN PANGAN	433.70
D336676	BRENDA PATINO MARQUEZ	141.49	D336677	EMILY PATINO MARQUEZ	40.43
D336678	GABRIELA PEDRAZA	70.74	D336679	JANET E PELAYO	2800.49
D336680	JESUS PEREZ	493.96	D336681	ARIELLE PICKRELL	1341.63
D336682	ALEXA PRADO	144.53	D336683	SUGEIRY REYNOSO	2370.85
D336684	CATTIA J RIVERA	83.04	D336685	MARINA Y ROMERO	1594.34
D336686	MONICA K ROMO	15.57	D336687	TANYA ROSAS	528.45
D336688	DIANA SALDIVAR	241.20	D336689	RICARDO SALDIVAR	491.45
D336690	YARELI SANCHEZ GUIJOSA	232.12	D336691	DANA MARIE SAUCEDO	2071.01
D336692	EMERON J SCHLUMPBERGER	916.86	D336693	ALEJANDRA M SERNA	313.84
D336694	REBECCA S SMITH	398.11	D336695	SARAH L SMITH	76.48
D336696	AUSTIN M ST MARSEILLE	40.43	D336697	RYAN J STEVENS	288.03
D336698	MIRANDA M TORRES	223.03	D336699	KENNETH P TRAVIS III	323.41
D336700	CLAUDIA VALDIVIA	2760.99	D336701	JEFFREY VAN SICKLE	2073.58
D336702	JOSHUA VENCES	154.94	D336703	JENNIFER J VICENS	74.30
D336704	PAUL E VICTORIA	1442.40	D336705	JACOB D VIRAMONTES	109.15

**** PAGE TOTAL = 99785.80

D336706	JANICE PHUONG VU	1419.19	D336707	TIFFANY D VU	202.13
D336708	DAVID M WILMES	618.66	D336709	AMANDA M POLLOCK	1572.90
D336710	THOMAS R SCHULTZ	3433.98	D336711	TREVOR G SMOUSE	1866.21
D336712	ANTHONY R ACOSTA	1162.12	D336713	JOHN D BARANGER III	3520.22
D336714	LUCAS B BAUER	12317.48	D336715	BRADLEY D BELL	2392.51
D336716	JERRY R BRENNEMAN	4581.60	D336717	JOSE J CAMBEROS	3684.68
D336718	YVES G CLERMONT	3166.05	D336719	JOE W CRAWFORD	4351.33
D336720	TIMOTHY A CRAWFORD	7389.93	D336721	JUSTIN D DOYLE	2571.10
D336722	MICHAEL G ECKHARDT JR	3136.24	D336723	DAVID W EDNOFF	4268.93
D336724	STEVE P FELLNER	5214.13	D336725	JAMES L GABBARD	2452.80
D336726	DREW R GARCIA	6899.58	D336727	JEFF W HANNA	1463.15
D336728	MATTHEW R HENSHAW	6529.06	D336729	MICHAEL L JACOBS	3743.56
D336730	WILLIAM R JAEGER	2045.61	D336731	JORDAN R JEMIOLA	2348.81
D336732	MATTHEW C KLEIBACKER	4292.80	D336733	SCOTT A KUHLMAN	2938.05
D336734	NICHOLAS A LERARIO	1743.31	D336735	COREY L LINDSAY	1394.61
D336736	NORMAN M LOVELY	5114.71	D336737	JOHN M MARQUEZ JR	3123.30
D336738	CHEYNE C MAULE	5592.82	D336739	TERRY A MCGOVERN JR	5027.24
D336740	SHANE D MELLE	1090.73	D336741	TRAVIS M MELLE	7635.72
D336742	MARK A MICKELSEN	4054.44	D336743	SON L NGUYEN	4114.31
D336744	THANH Q NGUYEN	2991.00	D336745	FREDERICK N NIBLO	4005.96
D336746	BRENT C PARDOEN	3085.46	D336747	MICHAEL KURT RIETH	2693.99
D336748	WADE E RUHMAN	3435.00	D336749	DENNIS L RUZICKA	5189.71
D336750	DAVID C SANCHEZ	1730.00	D336751	TIMOTHY S SAWYER	3864.28
D336752	NICK R SCHAEFER	1591.68	D336753	SCOTT A SCHERER	5452.23
D336754	MORRIS B SPELL	3613.79	D336755	WILLIAM S STROHM	2416.11
D336756	JUSTIN D TRAVER	3412.56	D336757	CHRISTOPHER B TRENHOLM	3808.99
D336758	JUSTIN TRUHILL	8009.46	D336759	MARIO G VALDERRAMA	4374.65
D336760	DAVID S WALDSCHMIDT	3568.87	D336761	MARK S WEISS	4391.12
D336762	JOSEPH A WINGERT JR	2014.57	D336763	JASON R BLOMGREN	2222.60
D336764	MYLES A BURROUGHS	1317.44	D336765	DAVID M CARLSON	2693.08
D336766	PARKER W CARY	1853.29	D336767	JOSHUA A FELDMAN	5104.90
D336768	TIMOTHY D FISHER	4248.25	D336769	GARRET M FURUTA	2021.02
D336770	CHRISTOPHER P HAWKINS	1932.33	D336771	SHANE S HOWEY	1226.55
D336772	PETER M HUBER	3311.73	D336773	JAYCEN R JUSTUS	2368.92
D336774	ANTHONY L KNAACK	3775.49	D336775	JOSHUA D LEE	2705.01
D336776	DANIEL J MOORE	5005.12	D336777	GRANT A NOBLE	2079.41
D336778	ERIC S NORRDMAN	2952.01	D336779	ANTHONY J PAGE	3660.74
D336780	ERIC M PALOMO	2746.59	D336781	ANDREW J ROACH	3613.21
D336782	RICHARD RONSTADT	5097.53	D336783	TIMOTHY N STOWE	2426.93
D336784	ERIC THORSON	3213.54	D336785	RYAN D VAN WIE	3038.79
D336786	JONATHAN C WHITE	2360.79	D336787	GREGORY D WILLIAMS	2686.17
D336788	JEREMIE E YORKE	1906.68	D336789	BRYSON T DAHLHEIMER	1831.67
D336790	LISA S GUARDI	346.63	D336791	DYLAN A NELSON	131.20
D336792	DON T NGUYEN	1691.13	D336793	PAUL J WHITTAKER	7681.54
D336794	RANDY ABRAHAMSON	7217.82	D336795	TODD D ELGIN	6267.69
D336796	CAROL A KANEGAE	2195.81	D336797	KRISTEN A BACKOURIS	1560.53
D336798	SHARON S BAEK	1707.08	D336799	GENA M BOWEN	1275.92
D336800	JESENIA CAMPOS	1763.06	D336801	THOMAS R DARE	5210.72

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D336802	AMIR A EL-FARRA	3914.36	D336803	HELENA EL SOUSOU	3396.27
D336804	PATRICK E GILDEA	3302.86	D336805	AI KELLY HUYNH	1881.59
D336806	CINDY S NAGAMATSU HANLON	3716.51	D336807	JEFFREY C NIGHTENGALE	3719.57
D336808	REYNA ROSALES	1589.94	D336809	PEDRO R ARELLANO	3973.10
D336810	TIMOTHY R ASHEAUGH	2632.31	D336811	ALFREDO R AVALOS	3328.78
D336812	RENE BARRAZA	2759.95	D336813	CARLOS BAUTISTA JR	2487.38
D336814	RYAN S BERLETH	2637.91	D336815	SUMMER A BOGUE	2554.03
D336816	JEFFREY A BROWN	3245.64	D336817	GARY L COULTER	2294.61
D336818	NATHANIEL D COX	2295.44	D336819	CHARLIE DANIELEY III	1216.68
D336820	NICHOLAS A DE ALMEIDA LO	3483.10	D336821	KEVIN DINH	2697.65
D336822	JARED R DOYLE	1924.14	D336823	STEPHEN C ESTLOW	654.47
D336824	HECTOR FERREIRA JR	1991.56	D336825	KARI A FLOOD	2601.99
D336826	ROBERT J GIFFORD	2741.01	D336827	VICTORIA A GILL	4641.44
D336828	JOSEPH P GROSS JR	2613.07	D336829	TROY HALLER	3524.68
D336830	WILLIAM T HOLLOWAY	3270.76	D336831	KIRK P HURLEY	1871.00
D336832	MICHAEL J JENSEN	5164.17	D336833	NICKOLAS K JENSEN	2515.89
D336834	PATRICK R JULIENNE	2617.57	D336835	KRISTOFER D KELLEY	2512.53
D336836	EDWARD K KIM	2245.12	D336837	TIMOTHY P KOVACS	2747.61
D336838	JON D LOFQUIST	2302.05	D336839	MARK A LORD	2938.66
D336840	SHAYLEN L MAO	2631.77	D336841	JORGE L MAZON	2002.85
D336842	BRYAN J MEERS	2583.40	D336843	JEREMY N MORSE	3020.98
D336844	MITCHEL S MOSSER	2155.47	D336845	JASON M MURO	3873.47
D336846	AARON S NELSON	3004.10	D336847	ADAM C NIKOLIC	2690.88
D336848	JASON S PERKINS	3732.74	D336849	PHILLIP H PHAM	2738.49
D336850	COREY T POLOPEK	2563.07	D336851	THOMAS S REED	2117.75
D336852	JOHN E REYNOLDS	3853.03	D336853	CHRISTIN E ROGERS	3139.59
D336854	AARON T SHIPLEY	1995.71	D336855	BRIAN T STROUD	3779.87
D336856	EDGAR VALENCIA	3144.83	D336857	DANIEL J VILLEGAS	1110.38
D336858	JONATHAN B WAINWRIGHT	3077.81	D336859	CHRISTOPHER A WASINGER	3119.24
D336860	ROYCE C WIMMER	3541.41	D336861	ADAM D ZMIJA	4642.32
D336862	MARCOS R ALAMILLO	3281.28	D336863	BOBBY B ANDERSON	2684.02
D336864	JOHN F BANKSON	3042.60	D336865	JOSHUA K BEHZAD	2136.15
D336866	JOHN CASACCIA II	5044.71	D336867	JUAN C CENTENO	3145.23
D336868	JEROME L CHEATHAM	3663.74	D336869	HAN J CHO	2651.42
D336870	BRIAN M CLASBY JR	3372.44	D336871	JULIO C CORTEZ	2691.36
D336872	JUAN L DELGADO JR	14195.40	D336873	MICHELLE N ESTRADA-MONSA	2668.78
D336874	GEORGE R FIGUEROA	1257.63	D336875	MICHAEL E GERDIN	3618.30
D336876	BRIAN C GIRGENTI	3448.13	D336877	SEAN M GLEASON	2614.81
D336878	ALLAN S HARRY	7269.36	D336879	BRIAN G HATFIELD	3069.38
D336880	EFRAIN A JIMENEZ JR	2605.95	D336881	CODY M JOHNSON	2014.97
D336882	ARION J KNIGHT	3838.03	D336883	AUSTIN C LAVERTY	2177.29
D336884	RAPHAEL M LEE	1193.63	D336885	ERICK LEYVA	21677.48
D336886	DEREK M LINK	3139.06	D336887	RAFAEL LOERA JR	2345.84
D336888	CHARLES H LOFFLER	2635.49	D336889	BRADLEY A LOWEN	2255.75
D336890	TAYLOR A MACY	3082.42	D336891	GIANLUCA F MANIACI	3940.98
D336892	MARIO MARTINEZ JR	3691.59	D336893	NATHAN D MORTON	2473.56
D336894	PATRICK W MURPHY	2527.07	D336895	PATRICK J MUSCHETTO	3712.36
D336896	JEFFREY C NGUYEN	2961.90	D336897	STEVEN TRUJILLO ORTIZ	3187.96

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D336898	LUIS A PAVAN	2728.92	D336899	OMAR F PEREZ	2233.40
D336900	JOHN E RANAY	3128.09	D336901	ERIC T RUZIECKI	2793.41
D336902	SEAN M SALAZAR	2654.43	D336903	ROBERT M STEPHENSON III	3976.06
D336904	MICHAEL J VISCOMI	4824.61	D336905	JOHN J YERGLER	2881.54
D336906	KATHERINE M ANDERSON	3541.02	D336907	PAUL W ASHBY	3648.81
D336908	RYAN V BUSTILLOS	3940.33	D336909	THOMAS A CAPPS	3698.87
D336910	MICHAEL K ELHAMI	4131.81	D336911	DANNY J MIHALIK	4568.01
D336912	RON A REYES	4702.03	D336913	ROCKY F RUBALCABA	3342.26
D336914	LINO G SANTANA	3931.26	D336915	CHRISTOPHER M EARLE	2626.80
D336916	BENJAMIN M ELIZONDO	2792.98	D336917	OTTO J ESCALANTE	4329.68
D336918	PETER M KUNKEL	3420.14	D336919	NICHOLAS A LAZENBY	2871.82
D336920	LUIS F RAMIREZ	3299.19	D336921	RYAN R RICHMOND	2473.34
D336922	GAREY D STRAAL	3096.15	D336923	AARON J COOPMAN	2519.09
D336924	DONALD J HUTCHINS	3269.68	D336925	JASON L JOHNSON	3016.85
D336926	RYAN M LUX	2718.15	D336927	RAUL MURILLO JR	4040.82
D336928	JOSHUA T OLIVO	3315.30	D336929	COURTNEY P ALLISON	2171.47
D336930	LISA A BELTHIUS	577.71	D336931	ADAM B COUGHRAN	99.22
D336932	CHRISTOPHER C DOVEAS	422.54	D336933	DANIEL S EDWARDS	290.43
D336934	JOHN O OJIESEKHOBA	406.54	D336935	JOSEPH D VARGAS	280.87
D336936	TRAVIS J WHITMAN	8056.10	D336937	CARL J WHITNEY	4977.11
D336938	FRANCISCO AVALOS JR	546.55	D336939	JOSEPH A GARCIA	451.59
D336940	EUN WHA LEE	408.15	D336941	JULIAN TAPIA	345.99
D336942	KENTON TRAN	459.00	D336943	CALEB I VAUGHN	398.99
D336944	GIOVANNI ACOSTA	1884.37	D336945	MARIA S ATWOOD	1915.52
D336946	KAREN D BRAME	890.07	D336947	KENNETH L CHISM	1717.70
D336948	RENZO CHUMBE	2094.36	D336949	PAUL E DANIELSON	1235.54
D336950	ISAAC DAVILA	1762.78	D336951	RUSSELL B DRISCOLL	518.58
D336952	BROC D DUDLEY	1722.84	D336953	KORY C FERRIN	3336.71
D336954	JAMES D FISCHER	1065.42	D336955	VICTORIA M FOSTER	1761.88
D336956	TRAVIS J HADDEN	1722.84	D336957	ROBERTO MACHUCA	1759.01
D336958	JAKE T MELIA	1759.01	D336959	KENNETH E MERRILL	441.70
D336960	DOUGLAS A PLUARD	3294.90	D336961	CHARLES W STARNES	2020.75
D336962	VINCENTE J VAICARO	3565.72	D336963	TUONG-VAN NGUYEN VU	2096.57
D336964	JASON B YETTAW	1884.37	D336965	COLE A YNIGUEZ	1653.64
D336966	WILLIAM ALLISON	3670.19	D336967	FLOR DE LIS ELIZONDO	1172.48
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D336972	EDUARDO C LEIVA	4485.94	D336973	RAQUEL D MATA	982.54
D336974	REBECCA S MEEKS	3708.05	D336975	DAVID C YOUNG	3383.41
D336976	MARIA A ALCARAZ	2485.04	D336977	CARISSA L BRUNICK	2620.62
D336978	TAMMY L CHAURAN-HAIGROV	1264.82	D336979	VERONICA FRUTOS	950.91
D336980	DAVID L GEORGE	1931.61	D336981	PINKY C HINGCO	2278.56
D336982	SHELBY KEUILIAN	2000.80	D336983	CHAD B KIM	1415.31
D336984	MICHELLE L KRESS	2290.39	D336985	ALLYSON T LE	2152.27
D336986	ANGELA LEDESMA	2230.46	D336987	MARIA C MCFARLANE	2281.25
D336988	TRINA T NGUYEN	1679.71	D336989	DEBRA J NICHOLS	2014.76
D336990	FELICIA H PEREZ	1652.39	D336991	ASHLEY C ROJAS	1748.53
D336992	JENNIFER V ROMBOUGH	2420.31	D336993	KIMBRA S VELLANOWETH	1698.18

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D336994	SHANNON M VELENSKY	2184.17	D336995	JENNIFER A DIX	2981.54
D336996	KATHERINE M FRANCISCO	2116.62	D336997	AMANDA B GARNER	2112.60
D336998	ARCHIE GUZMAN	2089.18	D336999	ROBERT D LUX	2263.31
D337000	MELISSA MENDOZA-CAMPOS	2037.35	D337001	MICHAEL A MOSER	1768.96
D337002	BRANDY J PARK	2440.21	D337003	CRISTINA V PAYAN	2670.83
D337004	JENNIFER M RODRIGUEZ	2409.41	D337005	TANYA L SAMOFF	3100.77
D337006	SUSAN A I SEYMOUR	2323.47	D337007	NICOLE D SHORROW	2240.60
D337008	DANNY J SOSBEE	2318.99	D337009	MARSHA D SPELLMAN	3111.23
D337010	SPENCER T TRAN	1976.41	D337011	SANTA WARDLE	944.13
D337012	CHERYL L WHITNEY	1888.44	D337013	CLAUDIA ALARCON	2810.74
D337014	RICHARD A ALVAREZ-BROWN	5163.25	D337015	EVAN S BERESFORD	2505.94
D337016	RAY E BEX	3487.30	D337017	RICHARD O BURILLO	5095.20
D337018	DANIEL A CAMARA	2498.26	D337019	SCOTT A COLEMAN	2434.19
D337020	BRIAN D DALTON	2238.76	D337021	RICHARD E DESBIENS	1573.13
D337022	JAMES D FRANKS	2874.47	D337023	PETE GARCIA	2023.50
D337024	STEVEN H HEINE	1166.43	D337025	JOSE D HERRERA	3043.33
D337026	THI A HUYNH	3026.22	D337027	GERALD F JORDAN	3661.17
D337028	JOSEPH L KOLANO	2215.24	D337029	LEA K KOVACS	2697.02
D337030	DAVID LOPEZ	2558.88	D337031	STEVEN W LUKAS	1502.05
D337032	MATTHEW P MARCHAND	3064.08	D337033	SINDY RAMIREZ OROZCO	2370.88
D337034	TERRA M RAMIREZ	2039.71	D337035	CHRISTOPHER M SHELIGREN	2224.36
D337036	PAUL M TESSIER	2938.09	D337037	DENNIS WARDLE	2658.39
D337038	RONALD A DOSCHER	2695.92	D337039	ERIC A QUINTERO	2217.50
D337040	MARY C CERDA	1922.86	D337041	BRANDI M HART	518.52
D337042	LIANE Y KWAN	2812.15	D337043	JANY H LEE	4949.26
D337044	SHERRILL A MEAD	2168.86	D337045	STEPHANIE E RICHARDS	1644.37
D337046	CAITLYN M STEPHENSON	1735.63	D337047	LAURA J STOVER	4799.41
D337048	SANDRA L VERA	2639.17	D337049	FRANA K CASSIDY	1664.68
D337050	ANNA L GOLD	1654.17	D337051	HIEN Q PHAM	1753.08
D337052	KATRENA J SCHULZE	380.64	D337053	MATTHEW T SWANSON	1307.85
D337054	ANTHONY VALENZUELA	1347.80	D337055	CANDY G WILDER	1928.97
D337056	STEVEN F ANDREWS	1278.09	D337057	TERENCE S CHANG	2152.89
D337058	VERNA L ESPINOZA	1770.83	D337059	CESAR GALLO	2390.28
D337060	ERNIE E HINGCO	1650.33	D337061	CHARLES D KALIL	1743.71
D337062	GEOFFREY A KLOESS	2578.72	D337063	RACHOT MORAGRAAN	3423.52
D337064	NOEL J PROFFITT	3099.80	D337065	ANAND V RAO	3608.98
D337066	JOSEPH M SCHWARTZ	2104.62	D337067	ROD T VICTORIA	2154.44
D337068	TERREL KEITH WINSTON	3433.96	D337069	POLICE ASSN	14907.51
D337070	GG FIRE FIGHTERS 2005	20851.09	D337071	SO CAL CU	79261.00
D337072	SOUTHLAND CU	4991.94	W2506	GREAT WEST LIFE 457 #340	108057.86
W2507	GREAT WEST LIFE OBRA#340	3100.27	W2508	INTERNAL REVENUE SERVICE	360552.72
W2509	EMPLOYMENT DEVELOPMENT D	112079.67			

**** PAGE TOTAL = 884181.88

TOTAL CHECK PAYMENTS	42	82,725.30
TOTAL DIRECT DEPOSITS	709	1,752,946.88
TOTAL WIRE PAYMENTS	4	583,790.52
GRAND TOTAL PAYMENTS	755	2,419,462.70

Checks #182692 thru #182729, and Direct Deposits #D336364 thru #D337072, and wire #W2506 thru #W2509 presented in the Payroll Register submitted to the Garden Grove City Council 25 SEP 2018, have been audited for accuracy and funds are available for payment thereof.

Sandra Leguina on behalf of:
 KINGSLEY C OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
641846	GCS INTERNATIONAL, LOS ANGELES ATTN: JASON LEE	REV & VOID	-500.00 *
642075	SO CAL PSD C/O LISA POLLEY TUSTIN POLICE DEPARTMENT	REV & VOID	-351.35 *
642559	MISS GARDEN GROVE SCHOLARSHIP PAGEANT	REV & VOID	-3,150.00 *
642563	CITY OF ANAHEIM DIVISION OF COLLECTION	REV & VOID	-204.00 *
642714	DO, MINH TAM	REV & VOID	-1,663.00 *
642840	NGUYEN, TIEN THE	REV & VOID	-771.00 *
642971	BIG BEN ENGINEERING	REV & VOID	-159.00 *
643045	CITRUS GROVE, LP	REV & VOID	-421.00 *
W639302	DOAN, HUY (HOUSING DIRECT DEPOSIT)	REV & VOID	-1,275.00 *
643047	AT&T	TELEPHONE	3,939.46 *
643048	AT&T	TELEPHONE	256.43 *
643049	ANAHEIM, CITY OF	ELECTRICITY	89.48 *
643050	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	897.93 *
643051	MCI COMM SERVICE	TELEPHONE	34.11 *
643052	VOID WARRANT		
643053	SO CALIF EDISON CO	ELECTRICITY	34,913.79 *
643054	SO CALIF GAS CO	NATURAL GAS	14,404.82 *
643055	TIME WARNER CABLE	CABLE	71.96 *
643056	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	16,423.49 *
643057	CITRUS GROVE, LP	RENT SUBSIDY	421.00 *
643058	BAUTISTA, ARIANA	EMPL COMPUTER PURCH	2,500.00 *
643059	CONTROLWORKS, INC.	MAINT OF REAL PROP	1,450.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643060	FRANCISCO, KATHERINE	MED TRUST REIMB	160.37 *
643061	GARCIA, SYLVIA	MED TRUST REIMB	28.47 *
643062	GARDEN GROVE CHAMBER OF COMMERCE	ADMN/ENTRANCE FEE	375.00 *
643063	MAILFINANCE INC	OFFICE EQUIP RENTAL	231.00
		MAINT-SERV CONTRACTS	620.91
		INTEREST COSTS	251.40
		LONG TERM DEBT	924.36
		PROPERTY TAXES	109.02
			2,136.69 *
643064	HERNANDEZ, GARY	MED TRUST REIMB	135.00 *
643065	PETTY CASH-SPEC INVESTIGATIONS	OTHER	9,900.00 *
643066	S.C. YAMAMOTO, INC.	MAINT OF REAL PROP	310.33
		MAINT-SERV CONTRACTS	9,373.96
			9,684.29 *
643067	SAUCEDO, DANA	EMPL COMPUTER PURCH	2,500.00 *
643068	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
643069	UNION BANK	REGISTRATION FEES	30.00
		TUITION/TRAINING	60.00
		TAXES/LICENSES	20.00
		OTHER MINOR TOOLS/EQ	702.56
			812.56 *
643070	UNION BANK	TUITION/TRAINING	447.00
		PIPES/APPURTENANCES	-64.90
			382.10 *
643071	UNION BANK	DUES/MEMBERSHIPS	530.00
		TUITION/TRAINING	175.00
		BOOKS/SUBS/CASSETTES	330.79
		OFFICE SUPPLIES/EXP	233.82
		OTHER MINOR TOOLS/EQ	260.25
			1,529.86 *
643072	WEISS, MARK S	MED TRUST REIMB	140.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643073	WILDER, CANDY	MED TRUST REIMB	178.70 *
643074	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	864.25 275.00 1,139.25 *
643075	BANNER BANK	BLDGS/IMPROVEMENTS	23,370.60 *
643076	RABC-ECC A JOINT VENTURE	BLDGS/IMPROVEMENTS	444,040.81 *
643077	VICTORIA, KATHLEEN	EMPL COMPUTER PURCH	2,500.00 *
643078	ALBERTSONS	OTHER FOOD ITEMS	15.99 *
643079	HELIX ENVIRONMENTAL PLANNING INC.	OTHER PROF SERV	5,616.77 *
643080	UNION BANK	ADVERTISING FOOD	587.00 194.71 781.71 *
643081	UNION BANK	MV GAS/DIESEL FUEL	473.33 *
643082	UNION BANK	MV GAS/DIESEL FUEL	742.10 *
643083	UNION BANK	MV GAS/DIESEL FUEL	563.98 *
643084	UNION BANK	POSTAGE MAINT-SERV CONTRACTS NETWORKING SERVICES OTHER PROF SERV REGISTRATION FEES TUITION/TRAINING TELEPHONE EQUIP NETWORKING SUPPLIES SOFTWARE OFFICE SUPPLIES/EXP MINOR OFFICE FURN/EQ	10.65 12.77 52.73 300.00 450.00 34.99 -554.21 928.95 49.99 464.25 166.96 1,917.08 *
643085	AT&T	TELEPHONE	5,808.07 *
643086	*ALLISON, WILLIAM	TRAVEL ADVANCE -P.D.	160.00 *

PAGE TOTAL FOR "*" LINES = 487,308.39

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643087	*ASHBAUGH, TIMOTHY	TRAVEL ADVANCE - P.D.	940.50 *
643088	BIG BEN ENGINEERING	WTR/SWR CONST CONTR	158,245.09 *
643089	*BURILLO, RICHARD O	TRAVEL ADVANCE - P.D.	160.00 *
643090	CDW-GOVERNMENT INC	OTHER PROF SERV	47,348.60 *
643091	*CANDELARIA, DANIEL J	MED TRUST REIMB	203.85 *
643092	*DELGADO, JUAN	DEP CARE REIMB	50.77 *
643093	HOWEY, SHANE	MED TRUST REIMB	266.53 *
643094	HYATT REGENCY ORLANDO	LODGING	6,113.20 *
643095	LSA ASSOCIATES, INC	DEPOSIT REFUND	6,249.61 *
643096	*LEE, GRACE	DEP CARE REIMB	192.30 *
643097	*LOERA JR, RAFAEL	MED TRUST REIMB	144.99 *
643098	*LOWEN, BRADLEY	TRAVEL ADVANCE - P.D.	216.60 *
643099	COUNTY OF ORANGE	WAGE ATTACHMENT	461.54 *
643100	*STEPHENSON, ROBERT	TRAVEL ADVANCE - P.D.	200.00 *
643101	U.S. DEPT. OF EDUCATION NATIONAL PAYMENT CENTER	WAGE ATTACHMENT	334.40 *
643102	COUNTY OF ORANGE	WAGE ATTACHMENT	134.31 *
643103	CARDENAS, RUBY	DEPOSIT REFUNDS	500.00 *
643104	VALENCIA, LUIS	DEPOSIT REFUNDS	500.00
		RECREATION REFUND	-50.00
			450.00 *
643105	WESTVIEW	DEPOSIT REFUNDS	500.00 *
643106	ZLAKET, VIRGINA	DEPOSIT REFUNDS	250.00 *
643107	RODRIGUEZ, VICTOR	DEPOSIT REFUNDS	500.00 *

PAGE TOTAL FOR "*" LINES = 223,462.29

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643108	MORA, YOLANDA	DEPOSIT REFUNDS RECREATION REFUND	500.00 -50.00 450.00 *
643109	*MARTINEZ, MARIO	TRAVEL ADVANCE - P.D.	216.60 *
643110	HODSON, AARON	DEP CARE REIMB	92.31 *
643111	*RICHMOND, RYAN	TRAVEL ADVANCE - P.D.	296.56 *
643112	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	428.45 *
643113	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
643114	RIO HONDO COLLEGE	TUITION/TRAINING	30.00 *
643115	ORANGE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	15.00 *
643116	*STILES, SCOTT C	MED TRUST REIMB	1,799.98 *
643117	TRUONG, ELAINE	DEP CARE REIMB	660.00 *
643118	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
643119	WESTMINSTER MUSIC SCHOOL	DEPOSIT REFUNDS	500.00 *
643120	SHANNON WAINWRIGHT	WAGE ATTACHMENT	553.85 *
643121	RAUL MURILLO	TRAVEL ADVANCE P.D.	216.60 *
643122	*PAYAN, LUIS	TRAVEL ADVANCE - P.D.	200.00 *
643123	SECRETARY OF STATE NOTARY PUBLIC SECTION	REGISTRATION FEES	40.00 *
643124	MISS GARDEN GROVE SCHOLARSHIP PAGEANT	OTHER PROF SERV	3,150.00 *
643125	*ALARCON, CLAUDIA	TRAVEL ADVANCE - P.D.	306.60 *
643126	UNION BANK	ADMN/ENTRANCE FEE FOOD FOOD SERV SUPPL OTHER FOOD ITEMS HSHLD EQUIP/SUPPLIES	813.50 471.95 425.01 382.50 40.80

PAGE TOTAL FOR "*" LINES = 9,123.45

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643127	UNION BANK	OFFICE SUPPLIES/EXP	22.56
		OTHER MINOR TOOLS/EQ	136.60
		AWARDS/TROPHIES	80.00
		OTHER REC/CULT SUPP	152.37
			2,525.29 *
		FACT:YTH ENRCH	-131.71
		FOOD	706.41
		FOOD SERV SUPPL	211.47
		FOOD PREP UTENSILS	58.14
		BOTTLED WATER	82.49
		OTHER FOOD ITEMS	1,230.25
		HSHLD EQUIP/SUPPLIES	31.95
		OFFICE SUPPLIES/EXP	0.54
		OTHER MINOR TOOLS/EQ	35.31
		OTHER REC/CULT SUPP	27.85
			2,252.70 *
643128	UNION BANK	REGISTRATION FEES	450.00
		TUITION/TRAINING	1,798.00
		OTHER MAINT ITEMS	854.10
		OFFICE SUPPLIES/EXP	21.54
		HARDWARE	170.00
			3,293.64 *
643129	UNION BANK	ADVERTISING	139.96
		OTHER PROF SERV	135.00
		TAXES/LICENSES	97.99
		OTHER FOOD ITEMS	36.41
		OTHER MINOR TOOLS/EQ	64.71
		OTHER REC/CULT SUPP	90.29
			564.36 *
643130	UNION BANK	LODGING	400.98
		TUITION/TRAINING	72.00
		FOOD	32.34
		MV GAS/DIESEL FUEL	234.57
			739.89 *
643131	UNION BANK	DUES/MEMBERSHIPS	9.24
		TUITION/TRAINING	48.48
		MOTOR VEH PARTS	29.07
		OFFICE SUPPLIES/EXP	17.99

PAGE TOTAL FOR "*" LINES = 9,375.88

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643132	UNION BANK	ADVERTISING OTHER CONF/MTG EXP	104.78 * 440.00 291.00 731.00 *
643133	UNION BANK	MV GAS/DIESEL FUEL	127.50 *
643134	UNION BANK	MV GAS/DIESEL FUEL	20.00 *
643135	UNION BANK	FACT:YTH ENRCH FACT:PROGRAM EXP FOOD FOOD SERV SUPPL BOTTLED WATER OTHER FOOD ITEMS OFFICE SUPPLIES/EXP MINOR OFFICE FURN/EQ OTHER MINOR TOOLS/EQ OTHER REC/CULT SUPP	383.68 174.80 501.65 158.94 8.38 237.98 455.46 190.19 309.43 208.82 2,629.33 *
643136	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	1,392.75 *
643137	AKM CONSULTING ENGINEERS	ENGINEERING SERVICES	8,625.00 *
643138	*ABRAHAMSON, RANDY	CELL PHONE/BEEPER	250.00 *
643139	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	279.08 *
643140	AIS ADVANCED IMAGING STRATEGIES INC.	OFFICE SUPPLIES/EXP MINOR FURN/EQUIP	54.95 538.75 593.70 *
643141	ALAN'S LAWN AND GARDEN CENTER INC.	HARDWARE	3.88 *
643142	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	4,410.40 *
643143	*ALVAREZ-BROWN, RICHARD	TUITION REIMB	1,600.00 *
643144	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	1,800.00 *
643145	ANAHEIM REGIONAL MEDICAL CENTER	MEDICAL SERVICES	1,700.00 *

PAGE TOTAL FOR "*" LINES = 24,267.42

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643146	ANGELUS QUARRIES, INC.	AGGREGATES/MASONRY	369.26 *
643147	AQUA-METRIC SALES, CO.	OTHER MAINT ITEMS	1,719.47 *
643148	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	143.17 *
643149	*BELAIR, DIANE	SAFETY EQ/SUPPLIES	229.43 *
643150	BIG RON'S AUTO BODY & PAINT, INC.	EQ POOL MAINT	544.30 *
643151	ANTHONY BIRMINGHAM WINDOW CLEANING	MAINT-SERV CONTRACTS	1,207.00 *
643152	BISHOP CO.	REPAIRS-FURN/MACH/EQ	340.87 *
643153	BITHELL, INC.	MAINT-SERV CONTRACTS OTHER PROF SERV	3,500.00 1,600.00 5,100.00 *
643154	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	1,650.61 *
643155	RUSSELL SIGLER INC.	AIR COND SUPPLIES	169.62 *
643156	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	1,433.08 *
643157	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	2,782.00 *
643158	CASILLAS, VICTORIA	FACT:PROGRAM EXP FACT:CAC EXP	9.70 47.39 57.09 *
643159	CAMERON WELDING SUPPLY	FACT:PROGRAM EXP MOTOR VEH PARTS OTHER MAINT ITEMS OTHER REC/CULT SUPP	20.71 549.50 65.35 329.24 964.80 *
643160	CERTIFIED TRANSPORTATION SERVICES, INC.	L/S/A TRANSPORTATION	2,802.72 *
643161	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	380.00 *
643162	SUPPLYWORKS	WHSE INVENTORY JANITORIAL SUPPLIES	3,717.15 149.99 3,867.14 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643163	CLEANSTREET	STREET SWEEPING SERV MAINT-SERV CONTRACTS	53,375.03 3,060.00 56,435.03 *
643164	COMLOCK SECURITY GROUP COMMERCIAL LOCK & SECURITY	REPAIRS-FURN/MACH/EQ	190.00 *
643165	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	5,994.00 *
643166	CONTROLWORKS, INC.	AIR COND SUPPLIES	620.00 *
643167	CORDOVA & SON, INC.	REPAIRS-FURN/MACH/EQ	285.00 *
643168	MPULSE INC.	WHSE INVENTORY	589.39 *
643169	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	2,468.64 *
643170	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS NON-SPEC CONTR SERV OTHER MAINT ITEMS	1,228.89 435.17 162.08 1,826.14 *
643171	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	67.08 *
643172	ELITE SPECIAL EVENTS, INC.	OTHER PROF SERV	975.00 *
643173	ENTERPRISE FLEET MGMT INC CUSTOMER BILLINGS	VEHICLE OP LEASE	5,942.43 *
643174	ENTERPRISE HOLDINGS, INC.	TRANSP EQUIP RENTAL	2,291.43 *
643175	ES ENGINEERING	OTHER PROF SERV	11,059.50 *
643176	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	1,368.00 *
643177	FEDERAL EXPRESS CORP	DELIVERY SERVICES	134.95 *
643178	FLEETPRIDE, INC.	MOTOR VEH PARTS	544.49 *
643179	FLOWERS BY CINA, INC.	OTHER AGR SUPPLIES	162.70 *
643180	FOCUS LANGUAGE INTERNATIONAL	ADVERTISING	115.00 *
643181	FORD OF ORANGE	MOTOR VEH PARTS	73.13 *

PAGE TOTAL FOR "*" LINES = 91,141.91

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643182	GANAHL LUMBER COMPANY	HARDWARE	47.69 *
643183	CITY OF GARDEN GROVE	WATER REPAIR/MAINT	14,413.81 *
643184	HAAKER EQUIPMENT COMPANY	REPAIRS-FURN/MACH/EQ	465.72 *
643185	HACH COMPANY INC	LABORATORY CHEMICALS	438.11 *
643186	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT OF REAL PROP MAINT-SERV CONTRACTS	730.00 1,826.44 2,556.44 *
643187	HERRMANN, TIFFANY	OTHER PROF SERV	800.00 *
643188	*LEDESMA, ANGELA	TUITION REIMB MILEAGE REIMB	2,580.00 40.33 2,620.33 *
643189	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS HARDWARE	115.76 69.90 185.66 *
643190	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS OTHER MAINT ITEMS	96.50 96.50 193.00 *
643191	APPLE ONE EMPLOYMENT SVS ACCOUNTS RECEIVABLE	TEMP AIDE SERVICES	1,625.35 *
643192	INTEGRA CHEMICAL COMPANY	WHSE INVENTORY	1,852.50 *
643193	BRUGGER, JOHN F dba J & K WELDING	OTHER MAINT ITEMS	862.50 *
643194	J & M SERVICE, INC.	OTHER MINOR TOOLS/EQ	135.33 *
643195	J.L. WINGERT CO.	LABORATORY CHEMICALS	426.69 *
643196	JAY'S CATERING	FOOD	227.00 *
643197	JOHNSTONE SUPPLY	AIR COND SUPPLIES	87.15 *
643198	KELLY PAPER	PAPER/ENVELOPES	1,278.68 *
643199	KLEIBACKER, MATT	TUITION/TRAINING	300.00 *

PAGE TOTAL FOR "*" LINES = 28,515.96

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643200	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	1,146.41 *
643201	KNOWBE4 INC	SOFTWARE	4,089.96 *
643202	LANGUAGE LINE SERVICES	TELEPHONE	111.86 *
643203	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	2,518.19 *
643204	LITTLE SAIGON TV	DEPOSIT REFUNDS	30.00 *
643205	MARLOW WHITE UNIFORMS, INC.	UNIFORMS	683.50 *
643206	MAULE, CHEYNE	TUITION REIMB	1,764.00 *
643207	NAN MCKAY & ASSOCIATES INC	BOOKS/SUBS/CASSETTES	224.00 *
643208	MC MASTER-CARR SUPPLY CO	AIR COND SUPPLIES OTHER MINOR TOOLS/EQ	1,040.30 90.43 1,130.73 *
643209	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	30,033.57 *
643210	GARDEN GROVE ACE HARDWARE	ELECTRICAL SUPPLIES	20.44 *
643211	SUPERCO SPECIALTY PRODUCTS	MOTOR VEH PARTS	1,010.30 *
643212	MONTGOMERY HARDWARE CO	WHSE INVENTORY	818.73 *
643213	MOUSER ELECTRONICS	ELECTRICAL SUPPLIES	52.53 *
643214	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT MOTOR VEH PARTS	614.85 49.95 664.80 *
643215	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	20.80 *
643216	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	21,616.50 *
643217	VOID WARRANT		
643218	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	5,138.60 *
643219	NEW IMAGE COMMERCIAL FLOORING	MAINT-SERV CONTRACTS	493.29

PAGE TOTAL FOR "*" LINES = 71,074.92

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643220	NGUYEN, THANH	OTHER MAINT ITEMS	1,894.47
			2,387.76 *
		LODGING	121.21
		MV GAS/DIESEL FUEL	109.01
			230.22 *
643221	R.J. NOBLE COMPANY	STREET CONSTR CONT	1,066,760.10 *
643222	ARC	DUPLICATING	183.89 *
643223	ORANGE COUNTY CLERK-RECORDER'S OFFICE	TITLE REPORT SERV	8.00 *
643224	ORANGE COUNTY APPLIANCE PARTS	AIR COND SUPPLIES	70.31 *
643225	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	5,175.00 *
643226	OCN,IND,WHJ	ADVERTISING	1,675.20 *
643227	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	204.35 *
643228	PACIFIC COAST CABLING, INC. PCC NETWORK SOLUTIONS	NETWORKING SERVICES	5,000.00 *
643229	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	1,283.43 *
643230	PAVEMENT COATINGS CO.	ASPHALT PRODUCTS	1,474.75 *
643231	PYRO-COMM SYSTEMS, INC.	DUES/MEMBERSHIPS	438.43 *
643232	SHI INTERNATIONAL CORP	MAINT-SERV CONTRACTS	107.00 *
643233	RICHARD FISHER ASSOCIATES	OTHER PROF SERV	5,726.50 *
643234	NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS	REPAIRS-FURN/MACH/EQ	2,200.00 *
643235	RYAN HERCO PRODUCTS CORP.	LABORATORY CHEMICALS	269.56 *
643236	SANS INSTITUTE	TUITION/TRAINING	6,989.00 *
643237	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	450.00 *
643238	SHIELDS, HARPER, & CO	MOTOR VEH PARTS	2,747.24 *

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PAGE TOTAL FOR "*" LINES = 1,103,380.74

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643239	SHOETERIA	SAFETY EQ/SUPPLIES	801.94 *
643240	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	330.75 *
643241	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	630.11 *
643242	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	238.94
		REPAIRS-FURN/MACH/EQ	140.00
		PIPES/APPORTENANCES	550.65
		OTHER MINOR TOOLS/EQ	1,081.38
			2,010.97 *
643243	SOUTH COAST EMERGENCY VEHICLE SERVICES	MOTOR VEH PARTS	1,810.10 *
643244	SOUTHERN COUNTIES LUBRICANTS LLC.	WHSE INVENTORY	689.07 *
643245	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	37,824.85 *
643246	SPARKLETT	BOTTLED WATER	192.32 *
643247	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,444.39 *
643248	STOP RUBBERNECKING	OTHER PROF SUPPLIES	5,525.88 *
643249	SUNBELT RENTALS	HEAVY EQUIP RENTAL	721.89 *
643250	T-MOBILE USA, INC.	OTHER PROF SERV	357.00 *
643251	THOMSON REUTERS- WEST C/O WEST PAYMENT CENTER	DUES/MEMBERSHIPS	545.70 *
643252	TIME WARNER CABLE	CABLE TV SERVICE	307.01 *
643253	TIRE CENTERS WEST, LLC	WHSE INVENTORY	1,727.99 *
643254	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	180.00 *
643255	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	186.56
		OTHER MAINT ITEMS	290.19
			476.75 *
643256	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	1,172.79

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643257	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	SAFETY EQ/SUPPLIES	87.00
643258	U.S. ARMOR CORP.	PIPES/APPURTENANCES	1,259.79 *
643259	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	UNIFORMS	475.38 *
643260	UNIFIRST CORP	OTHER MAINT ITEMS	918.57 *
643261	VALLEY POWER SYSTEMS, INC. DEPT 34677	LAUNDRY SERVICES	440.65 *
643262	VISION MARKING DEVICES	OTHER MAINT ITEMS	1,707.52 *
643263	VULCAN MATERIALS COMPANY WESTERN DIVISION	OFFICE SUPPLIES/EXP	885.12 *
643264	GRAINGER	ASPHALT PRODUCTS	712.46 *
			25,043.40 *
		WHSE INVENTORY	654.04
		LABORATORY CHEMICALS	207.48
		ELECTRICAL SUPPLIES	569.43
		MAINT SUPP-TRAFF SIG	226.49
		OTHER MAINT ITEMS	191.64
		OFFICE SUPPLIES/EXP	-116.07
		SAFETY EQ/SUPPLIES	2,344.80
		OTHER MINOR TOOLS/EQ	30.13
		HARDWARE	1,664.74
			5,772.68 *
643265	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	20.78
		OTHER MINOR TOOLS/EQ	224.36
			245.14 *
643266	CARL WARREN & CO	SELF-INS ADMN	9,315.00 *
643267	WATCHGUARD INC	FURN/MACH/EQUIP REPL	532,945.49 *
643268	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	2,376.00 *
643269	WAXIE SANITARY SUPPLY	WHSE INVENTORY	1,377.47 *
643270	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	64,231.40 *
643271	WESTATES MARKING DEVICES & RUBBER STAMP MFG.	OFFICE SUPPLIES/EXP	58.52 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643272	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS AGGREGATES/MASONRY	605.58 4,923.05 5,528.63 *
643273	FERGUSON ENTERPRISES, INC	WHSE INVENTORY PIPES/APPURTENANCES	1,063.62 173.47 1,237.09 *
643274	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	256.43 *
643275	GEORGE YARDLEY COMPANY	OTHER MAINT ITEMS	453.84 *
643276	YORBA LINDA FEED STORE, INC.	CANINE EXPENSES	221.89 *
643277	VIVANT SOLAR DEVELOPMENT LLC ATTN: NOEMI PARRA	BLDG PERMIT REFUND ELECT PERMIT REFUND FEE REFUND	128.00 61.60 4.00 193.60 *
643278	VALDIVIA, CLAUDIA	FACT:PROGRAM EXP	65.79 *
643279	BAUER, LUCAS	MV GAS/DIESEL FUEL	212.61 *
643280	SAFARILAND, LLC	OTHER PROF SUPPLIES	504.02 *
643281	DTNTech MARKETING	FACT:YTH ENRCH AWARDS/TROPHIES	231.66 752.10 983.76 *
643282	MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL	132.00 *
643283	LAGUISAN, TRAVIS	PROP/EV REFUND	590.50 *
643284	DE MATOS, DELORES	LICENSING REVENUE	13.50 *
643285	REPUBLIC OF VIETNAM AIR FORCE	DEPOSIT REFUNDS	250.00 *
643286	ARREDONDO, ANGELINA	DEPOSIT REFUNDS	50.00 *
643287	ESPARZA, JAIME	DEPOSIT REFUNDS	75.00 *
643288	MENDOZA, SHEYLA	DEPOSIT REFUNDS	120.00 *

PAGE TOTAL FOR "*" LINES = 10,888.66

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643289	CALIFORNIA SOLAR SYSTEMS ATTN: JUSTIN BERRY	BLDG PERMIT REFUND	128.00
		ELECT PERMIT REFUND	61.60
		FEE REFUND	4.00
			193.60 *
643290	BUI, JONI	DEPOSIT REFUNDS	250.00 *
643291	VU, HIEU	PROP/EV REFUND	368.00 *
643292	ASSOCIATED SOILS ENGINEERING, INC.	ENGINEERING SERVICES	5,847.50 *
643293	MIDWEST MOTOR SUPPLY CO INC KIMBALL MIDWEST	MOTOR VEH PARTS	689.12 *
643294	LOGOS ETC.	CRAFT SUPPLIES	300.62 *
643295	CHEMSEARCH	SAFETY EQ/SUPPLIES	299.16 *
643296	GRAY, MIKE	SAFETY EQ/SUPPLIES	134.68 *
643297	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	516.68 *
643298	ELITE EQUIPMENT INC	WHSE INVENTORY	342.43 *
643299	WESTERN WATER WORKS	WHSE INVENTORY	2,851.07 *
643300	ARIN-AMERICAN REGISTRY FOR INTERNET NUMBERS	NETWORKING SERVICES	150.00 *
643301	SAN DIEGO FLUID SYSTEM TECHNOLOGIES	HARDWARE	1,539.74 *
643302	TRELOAR, TOM	OTHER PROF SERV	400.00 *
643303	CHEMEX INDUSTRIES	OTHER MAINT ITEMS	138.56 *
643304	COMMERCIAL AQUATIC SERVICES	OTHER PROF SERV	2,637.75 *
643305	AGM ELECTRONICS INC.	OTHER MAINT ITEMS	406.12 *
643306	ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	188.28 *
643307	ULINE INC.	OTHER REC/CULT SUPP	77.58 *
643308	CALIF PARK & RECREATION SOCIETY CPRS	DUES/MEMBERSHIPS	145.00 *

PAGE TOTAL FOR "*" LINES = 17,475.89

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643309	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	352.97 *
643310	BADOUD, TOM	OTHER PROF SERV	50.00 *
643311	BEE REMOVERS	MAINT-SERV CONTRACTS	135.00 *
643312	ADVANCED CAR CARE INC	WHSE INVENTORY	1,381.40 *
643313	O'REILLY AUTO PARTS	MOTOR VEH PARTS	3,499.11 *
643314	WESTNET INC	FURN/MACH/EQ ADDS	29,021.51 *
643315	MAJOR LEAGUE SOFTBALL, INC.	OTHER PROF SERV	50.00 *
643316	THORPE, DON	OTHER PROF SUPPLIES	343.81 *
643317	VORTEX INDUSTRIES INC	MAINT OF REAL PROP	890.00 *
643318	LEXISNEXIS RISK SOLUTIONS	BOOKS/SUBS/CASSETTES	762.35 *
643319	COSTAR GROUP, INC.	OTHER PROF SERV	450.77 *
643320	CAMFIL, USA INC.	WHSE INVENTORY	947.28 *
643321	DISCOVERY SCIENCE CENTER	OTHER PROF SERV	8,206.20 *
643322	PENNER PARTITIONS	HARDWARE	90.24 *
643323	INDOFF, INC.	MINOR OFFICE FURN/EQ	2,167.94 *
643324	IDENTIFIX	BOOKS/SUBS/CASSETTES	1,428.00 *
643325	GMS AUTOGLASS	REPAIRS-FURN/MACH/EQ	1,069.70 *
643326	KAYE'S KITCHEN	REPAIRS-FURN/MACH/EQ FOOD	0.00 110.00 110.00 *
643327	PACIFIC COAST BOLT CORP	WHSE INVENTORY	546.83 *
643328	COMPETITIVE AQUATIC SUPPLY	UNIFORMS	1,299.36 *
643329	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	190.32 *

PAGE TOTAL FOR "*" LINES = 52,992.79

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643330	LUCAS, DON	TUITION/TRAINING	125.00 *
643331	TEN-X TACTICAL	GUNS/AMMUNITION	661.77 *
643332	SUNNY SLOPE TREE FARM, INC.	TREES	202.57 *
643333	AMERICAN ASPHALT SOUTH, INC.	MAINT-SERV CONTRACTS	198,103.87 *
643334	CALIFORNIA FIRE MECHANICS ACADEMY, INC.	TUITION/TRAINING	1,260.00 *
643335	THE ORANGE COUNTY HUMANE SOCIETY	OTHER PROF SERV	48,333.32 *
643336	PAGE, ANTHONY	TUITION/TRAINING	325.00 *
643337	SOCAL SALES & MARKETING	OTHER MOTOR VEH SUPP	269.66 *
643338	SCHAFER CONSULTING, INC.	OTHER PROF SERV	2,735.00 *
643339	THE LEW EDWARDS GROUP	OTHER PROF SERV	5,000.00 *
643340	FAIR HOUSING FOUNDATION	OTHER PROF SERV	3,034.42 *
643341	KOREA TIMES LOS ANGELES	ADVERTISING	400.00 *
643342	HF&H CONSULTANTS, LLC	OTHER PROF SERV	3,290.00 *
643343	TOPAZ ALARM CORP	OTHER PROF SERV	35.00 *
643344	FLEET SERVICES, INC.	MOTOR VEH PARTS	494.22 *
643345	YO-FIRE SUPPLIES	WHSE INVENTORY	1,026.43
		OTHER MAINT ITEMS	398.05
			1,424.48 *
643346	TRUESDAIL LABORATORIES, INC	OTHER PROF SERV	2,218.50
		LABORATORY CHEMICALS	159.00
			2,377.50 *
643347	THE GEO GROUP, INC. ATTN: CONTROLLER	JAILER SERVICES	46,862.25 *
643348	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	4,152.63 *
643349	JERRY BRENEWMAN	TUITION REIMB	1,764.00 *

PAGE TOTAL FOR "*" LINES = 320,850.69

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643350	O.C. FOUNTAIN CARE	OTHER PROF SERV	75.00 *
643351	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT	NSP HOME IMP GRANT	166,878.00 *
643352	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	745.60 *
643353	OC SHERIFF-CORONER DEPARTMENT	NETWORK COMMUNICT	669.56 *
643354	SO CAL INDUSTRIES	OTHER RENTALS	203.65 *
643355	SOUTHERN COMPUTER WAREHOUSE	DATA PROCESSING SUPP MINOR FURN/EQUIP	95.47 2,991.65 3,087.12 *
643356	ANA VERGARA NEAL	MILEAGE REIMB	45.78 *
643357	TRANSPERFECT TRANSLATIONS INTERNATIONAL, INC.	OTHER PROF SERV	750.00 *
643358	ALLDATA	BOOKS/SUBS/CASSETTES	1,500.00 *
643359	JD FUTURE ENTERPRISES INC DBA: BLUEDOGINK	OFFICE SUPPLIES/EXP	336.67 *
643360	NICHOLS CONSULTING ENGINEERS, CHTD	OTHER PROF SERV	7,920.00 *
643361	CARTRAC	OTHER PROF SERV	2,083.00 *
643362	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	146.53 *
643363	NICOLAE, CORNELIU	TUITION REIMB	1,350.00 *
643364	CLA-VAL C/O GRISWOLD INDUSTRIES	PIPES/APPURTENANCES	430.15 *
643365	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	200.00 *
643366	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	OTHER PROF SERV	7,109.00 *
643367	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	7,430.00 *
643368	ONESOURCE DISTRIBUTORS, LLC	WHSE INVENTORY	4,215.52 *
643369	EBERHARD EQUIPMENT	HEAVY EQUIP RENTAL	1,037.63 *
643370	A & J SHEET METAL, INC.	HARDWARE	851.74 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643371	CHUMACERO, DEANNA	OFFICE SUPPLIES/EXP	89.83 *
643372	ROSS CREATIONS SOUND STAGE & LIGHTING	OTHER PROF SERV	900.00 *
643373	EMERGENCY VEHICLE GROUP, INC.	MOTOR VEH PARTS	43.01 *
643374	TIM STOWE	TUITION/TRAINING	350.00 *
643375	NEOPOST USA INC.	POSTAGE	926.84 *
643376	DAMEWOOD CONSULTING GROUP	OTHER EDUCATION EXP	1,400.00 *
643377	DEUTSCH SDL WESTERN, LLC c/o KIDDER MATHEWS	WATER CLOSING BILL REFUND	118.69 *
643378	GUYMAN, LISA	WATER CLOSING BILL REFUND	42.37 *
643379	HABERLEIN, KATIE	WATER CLOSING BILL REFUND	54.91 *
643380	LAM, MAITHY	WATER CLOSING BILL REFUND	35.60 *
643381	NGUYEN, SON	WATER CLOSING BILL REFUND	36.17 *
643382	NGUYEN, QUYEN	WATER CLOSING BILL REFUND	39.90 *
643383	PACIFIC CITY PROPERTIES	WATER CLOSING BILL REFUND	70.00 *
643384	CORICA, MIKE	WATER CLOSING BILL REFUND	37.77 *
643385	LY, LONG	WATER CLOSING BILL REFUND	15.33 *
643386	TRUONG, JIMMY	WATER CLOSING BILL REFUND	20.88 *
643387	PISLAAN, JOHN	WATER CLOSING BILL REFUND	2.91 *
643388	NGUYEN, QUAN	WATER CLOSING BILL REFUND	8.45 *
643389	INGE REALTY	WATER CLOSING BILL REFUND	46.15 *
643390	NGUYEN, NGA	WATER CLOSING BILL REFUND	58.53 *
643391	BRECKENRIDGE PROPERTY FUND 2016, LLC	WATER CLOSING BILL REFUND	4.30 *
643392	DINH, THU	WATER CLOSING BILL REFUND	39.40 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643393	LE, LINH	WATER CLOSING BILL REFUND	16.75 *
643394	WALLACE, CODETTE G	WATER CLOSING BILL REFUND	25.86 *
643395	NGUYEN, PETER	WATER CLOSING BILL REFUND	45.43 *
643396	BIDWELL, KIM O	WATER CLOSING BILL REFUND	2.77 *
643397	NGUYEN, TRANG	WATER CLOSING BILL REFUND	51.82 *
643398	DIAZ, JOSE	WATER CLOSING BILL REFUND	28.56 *
643399	ARIAN, NESTOR	WATER CLOSING BILL REFUND	56.43 *
643400	DAO, THY	WATER CLOSING BILL REFUND	24.77 *
643401	HOGAN, B Y	WATER CLOSING BILL REFUND	148.34 *
643402	LAY, LENA	WATER CLOSING BILL REFUND	19.32 *
643403	WANG, PETER	WATER CLOSING BILL REFUND	39.34 *
643404	BUI, TRACY	WATER CLOSING BILL REFUND	43.47 *
643405	TRAN, THANH	WATER CLOSING BILL REFUND	26.42 *
643406	SHERBOURNE PLUS, LLC C/O ED ELHADERI	RENT SUBSIDY	771.00 *
643407	VAN, RONALD	RENT SUBSIDY	2,765.00 *
W2263	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCRUED LIAB CLAIMS	9,555.73
		LEGAL FEES	58,693.90
		MUN CLAIMS BD PMT	3,094.03
			71,343.66 *
W2264	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	501,006.62 *
W2265	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	726,757.57 *
W2266	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCRUED LIAB CLAIMS	547.00
		LEGAL FEES	35,659.35
			36,206.35 *

PAGE TOTAL FOR " " LINES = 1,339,379.48

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/25/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W2267	UNION BANK-COMM CUSTOMER SERV UNIT, GOVT ACCOUNTS	BANK FEES	1,624.78 *
W2268	US BANK TRUST N.A.	FA 2015A CONST INTEREST COSTS	-84.25 529,225.00 529,140.75 *
W2269	VOID WIRE		
W2270	ANAHEIM/ORANGE COUNTY VISITOR & CONVENTION BUREAU	AMT DUE VCB	157,410.25 *
W2271	AGENCY WIRE		
W2272	VOID WIRE		
W2273	AGENCY WIRE		
W2274	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	3,303.90 *
W2275	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
W2276	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	501,142.87 *

PAGE TOTAL FOR "*" LINES = 1,192,965.93

FINAL TOTAL 6,015,467.72 *

DEMANDS #643047 - 643407 AND WIRES W2263 - W2276 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL SEPTEMBER 25, 2018, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

Sandra L. Reynolds
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:	Introduction and first reading Date: 9/25/2018 of an Ordinance approving Amendment No. A-022-2018 to amend Title 9 and Title 11 of the Municipal Code		

OBJECTIVE

To transmit a recommendation from the Planning Commission to the City Council, and to request that the City Council introduce and conduct the first reading of the attached Ordinance approving Amendment No. A-022-2018 to provide for a process to permit eating establishments on Historic Main Street, within the CC-2 (Civic Center Main Street) zone, to establish outdoor dining areas in the public right-of-way; and to determine that the Amendment is exempt from the California Environmental Quality Act.

BACKGROUND

The General Plan, adopted in 2008, called the 130-acre Civic Center the "Heart of the City" stating that people should be drawn to the Civic Center to become engaged in the community and to experience the place itself. The Civic Center is a prime "Focus Area" with a mixed-use Land Use designation, Civic Center Mixed Use, which promotes civic, commercial, open space, and residential uses in a human scale environment with pedestrian-friendly streets and paths that connect public gathering spaces. Later in 2012, the City adopted the Civic Center Mixed Use zones 1, 2, and 3 to implement the General Plan Land Use designation of Civic Center Mixed Use. The properties along Main Street were zoned CC-2 (Civic Center Main Street), which was established to *"preserve and enhance buildings and structures of historic and cultural significance, and incidental uses that advance and preserve the Main Street character and charm."*

Recently, the City has received numerous requests from eating establishment owners within the Historic Main Street area for outdoor dining in the public right-of-way between Garden Grove Boulevard and Acacia Parkway. Parallel parking exists on the east and west sides of Main Street, however, there is no curb separating the walkway from the street parking area. The existing width of the public right-of-way along Main Street is 75 feet, with a 15-foot walkway between the front property line of each

storefront and the edge of the parallel parking limit. Therefore, it is proposed that outdoor dining areas in the public right-of-way be only allowed within the 15-foot area directly in front of the eating establishment to allow vehicular travel to remain as is.

Currently, eating establishment/restaurant uses within the Historic Main Street area, which are a permitted use in the CC-2 zone, are not permitted to have outdoor dining that encroaches into the public right-of-way. However, the City recognizes that visitors and individual businesses within the Historic Main Street area may benefit from outdoor dining in the public right-of-way. Outdoor dining in the public right-of-way may invigorate the street, while offering restaurants an opportunity for additional seating. The City's General Plan encourages outdoor dining in the Civic Center to encourage a pedestrian friendly area that contributes to the walkability appeal of Downtown, encourages opportunities for social interaction, and contributes to Downtown's identity and streetscape, as well as to "*preserve the Main Street character and charm.*" Moreover, outdoor dining in the public right-of-way may be a unifying element throughout the Downtown that will encourage new businesses to open in the Historic Main Street area. As a result, the City is proposing a zoning text amendment that will establish design standards and guidelines to ensure that outdoor dining areas in the public right-of-way are of high quality design to contribute to the creation of a functional and aesthetically pleasing streetscape that suits the historic character of Main Street.

The proposed amendment will apply to current and/or future eating establishments that provide meal service. Uses aside from eating establishments in the CC-2 zone will continue to be precluded from having outdoor seating in the public right-of-way and are not affected by the proposed amendment.

Planning Staff presented to the Downtown Commission (formerly known as the Main Street Commission) on November 9, 2017, with the proposed requirements of the Public Works Department, the Police Department, the Community and Economic Development Department, the State of California Alcoholic Beverage Control Department (ABC), and the Americans with Disabilities Act (ADA) for outdoor dining in the public right-of-way within the Historic Main Street area. Planning Staff presented illustrations of potential layouts for outdoor dining in the public right-of-way that meet the intent of the proposed amendment. The Downtown Commission is in support of the proposed Code Amendment and has recommended its approval.

On September 6, 2018, the Planning Commission held a Public Hearing to consider Amendment No. A-022-2018. At the hearing, one Main Street business owner spoke in favor of the proposed Amendment. The Planning Commission voted 5-0, with two (2) commissioners absent, to adopt Resolution No. 5929-18 and recommend that the City Council adopt Amendment No. A-022-2018 and determine that the Amendment is exempt from the California Environmental Quality Act.

DISCUSSION

The following discussion summarizes the proposed amendments to the Municipal Code to establish development standards and regulations to permit outdoor dining in the public right-of-way on Historic Main Street, while minimizing associated impacts.

Staff is proposing amendments to both Title 9 (the Land Use Code) and Title 11 (relating to encroachment permits for use of the public right-of-way).

The proposed amendments to Title 11 would establish specific provisions for issuance of encroachment permits to adjacent eating establishments to establish and maintain an outdoor dining area that encroaches in the public right-of-way. The Planning Commission's jurisdiction is limited to land use matters, and the Planning Commission was not asked to make a recommendation to the City Council regarding the proposed Title 11 amendments pertaining to encroachment permits; however, the proposed Title 11 amendments were presented to the Planning Commission in order to provide context and to inform its decision regarding the proposed Land Use Code amendments.

The proposed Land Use Code (Title 9) amendments would establish a process for eating establishments fronting Historic Main Street to obtain a Main Street Outdoor Dining Permit authorizing them to maintain and use an outdoor dining area in the public right-of-way that is incidental and accessory to the eating establishment use and would address design standards, aesthetic concerns, and operational requirements for these outdoor dining areas. The proposed amendment will add new definitions, design requirements, and operational standards to outdoor dining in the public right-of-way within the Historic Main Street area, which will apply only to eating establishments with, or without, alcohol sales or consumption within properties that front Main Street, where the outdoor dining area is along Main Street, and are zoned CC-2. The amendment will include design guidelines and specific operational requirements by various City and State departments, such as the Public Works Department, the Police Department, the Community and Economic Development Department, the Building and Safety Division, and the State of California Alcohol Beverage Control Department (ABC).

Application Requirements and Review Process:

The review and approval procedures for a Main Street Outdoor Dining Permit will vary based on the applicant's request, any existing approvals for the associated eating establishment, and whether the applicant is requesting, or has already obtained, Conditional Use Permit (CUP) approval for the sales and consumption of alcohol for the eating establishment.

Pursuant to the proposed amendments, eating establishments that are requesting outdoor dining in the public right-of-way, but which are not requesting to sell and serve alcohol to patrons, can obtain approval from the Director of the Community and Economic Development Department.

If an eating establishment proposes to serve alcohol within the outdoor dining area, it must obtain a new or amended Conditional Use Permit pursuant to the provisions of Municipal Code Section 9.18.060, and the Main Street Outdoor Dining Permit application would be processed and considered in conjunction with the Conditional Use Permit.

Along with the application, the applicant will be required to submit written authorization from the property owner, evidence that the business is in compliance with previous approvals, and plans that show in detail the location, dimensions, and

seating arrangement of the proposed outdoor dining area. Upon approval, the applicant will be required to obtain an encroachment permit from the Public Works Department and provide evidence of liability insurance and workers compensation valid for the duration of the permit year, per the proposed amendments to Title 11.

Design Requirements:

The proposed amendment will establish design standards for outdoor dining areas in the public right-of-way within the Historic Main Street area, to be added to Municipal Code Section 9.18.090.050, Additional Regulations Specific to the CC-2 Zone. Establishing design standards will encourage outdoor dining areas to be architecturally and aesthetically compatible with the historic character of Main Street, as well as ensure that the outdoor dining area be designed to meet applicable Building Codes, ABC requirements, and comply with the ADA.

The proposed amendment will require outdoor dining areas to only be permitted in areas where a minimum four-foot wide sidewalk can be maintained for pedestrian path of travel, as required by the ADA, and in areas where the outdoor dining does not interfere with visibility, vehicular or pedestrian mobility.

ABC requires a firmly anchored fabricated barrier around the outdoor dining area if alcohol is being served. If the sale of alcohol is not being proposed, a barrier is optional, but should comply with the guidelines established by the amendment, including the ADA and aesthetic requirements for the Historic Main Street area. The design of the fabricated barrier is to be consistent with the aesthetic and architectural character of the Historic Main Street area, and must be wrought iron or a material approved by the Community and Economic Development Department.

To maintain compliance with the ADA and Building Code requirements, a three-foot clearance around dining furniture that does not encroach into the required four-foot walkway will generally be required, as well. However, in no case shall trees or planters be removed or relocated to meet the required clearance. The amount of seating that will be permitted in an outdoor dining area will depend on the location of any trees, benches or lamp posts in the right-of-way and will be subject to applicable Building Code occupancy limits.

The proposed code amendment will allow for the alteration of building façades to accommodate an outdoor dining alcove within the existing building footprint in conjunction with an outdoor dining area that encroaches into the public right-of-way. Altering the building façade for a dining alcove allows for a larger outdoor dining area, while continuing to maintain the required four-foot walkway.

To meet the intent of the CC-2 zone to preserve the Main Street character, the proposed amendment will require that the design of all outdoor dining areas, including tables and chairs proposed, be architecturally and aesthetically compatible with the Historic Main Street area.

Operational Requirements:

The proposed amendment will also address operational requirements for outdoor dining areas in the public right-of-way within the Historic Main Street area, as required by ABC and the Garden Grove Police Department, to limit impacts to the

neighboring area. Furthermore, the proposed amendment would establish maintenance guidelines, as required by Garden Grove's Public Works and the Community and Economic Development Departments. Outdoor dining areas are to be kept in a good state of repair and should be maintained in a clean, safe, and sanitary condition. In addition, all building entryways and the required pedestrian path of travel must be kept clear and unobstructed at all times. With the exception of the barriers, all furniture and umbrellas are to be removed and stored inside the associated tenant space during nonbusiness hours to prevent storage within the outdoor dining area.

Encroachment Permit Requirements:

An applicant will be required to simultaneously apply for, and obtain approval of, an encroachment permit from the Public Works Department in order to maintain an outdoor dining area in the public right-of-way. The encroachment permit must be renewed on an annual basis with the Public Works Department in order to continue the use of the outdoor dining area in the public right-of-way. A new encroachment permit is to be required in the event the eating establishment changes ownership.

Along with the permit renewal application, proof of commercial general liability insurance and workers compensation insurance is to be submitted for the life of the renewal period.

FINANCIAL IMPACT

No fiscal impact to the City regarding this proposed Amendment.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing;
- Determine that the Ordinance is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15061(b)(3);
- Introduce and conduct the first reading of the attached Ordinance approving Amendment No. A-022-2018 to amend Title 9 of the Municipal Code to provide for a process to permit eating establishments on Historic Main Street, within the CC-2 (Civic Center Main Street) zone, to establish outdoor dining areas in the public right-of-way.

By: Mary Medrano, Associate Planner

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution - A-002-2018 Planning Commission Staff	9/20/2018	Resolution	9-25-18_CC_A-022-2018_CCDraftOrdinance.docx

Report dated September 6, 9/11/2018
2018

Backup Material

A-022-2018_PCSR.pdf

Planning Commission
Resolution No. 5929-18 9/11/2018

Backup Material

A-022-2018_PCReso.pdf

Planning Commission Draft
Minute Excerpt of 9/11/2018
September 6, 2018

Backup Material

A-022-
2018DraftMinuteExcerpt.doc

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ESTABLISHING REGULATIONS PERTAINING TO THE ESTABLISHMENT,
MAINTENANCE, AND OPERATION OF OUTDOOR DINING AREAS IN THE PUBLIC
RIGHT-OF-WAY ON HISTORIC MAIN STREET BETWEEN ACACIA PARKWAY AND
GARDEN GROVE BOULEVARD

City Attorney Summary

This Ordinance amends portions of Titles 9 (Land Use Code) and 11 (Public Property) of the Garden Grove Municipal Code to add new regulations establishing procedures for owners of eating establishments fronting on Main Street between Acacia Parkway and Garden Grove Boulevard to obtain permits to establish and operate incidental and accessory outdoor dining areas in the public right-of-way adjacent to their businesses. The Ordinance provides for Main Street outdoor dining permits and adopts specific requirements pertaining to encroachment permits for such outdoor dining areas in the public right-of-way. Eating establishment owners on Historic Main Street will be required to obtain both a main street outdoor dining permit and an encroachment permit in order to establish and operate an outdoor dining area in the public right-of-way. The encroachment permits must be renewed annually.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES
AS FOLLOWS:

WHEREAS, those properties fronting Main Street between Acacia Parkway and Garden Grove Boulevard (i.e., "Historic Main Street") are located within the Civic Center area of the City and are zoned CC-2 (Civic Center Main Street);

WHEREAS, the Land Use Element of the City of Garden Grove General Plan calls for the Civic Center to be the heart and soul of the community, provides that people should be drawn to the Civic Center to become engaged in the community and to experience the place itself, encourages active and inviting pedestrian-friendly street environments and mixed-use designs that create lively streetscapes, and establishes a goal of restoration of the Civic Center as the heart of the City;

WHEREAS, the Civic Center is recognized as the historic City core and a public gathering place, and the stated intent of the CC-2 (Civic Center Main Street) zoning includes bringing energy and vitality to the City during both daytime and after-work hours; facilitating a pedestrian-scaled environment with pedestrian amenities that foster interaction; and preserving and enhancing incidental uses that advance and preserve the Main Street character and charm;

WHEREAS, outdoor dining at eating establishments is currently a permitted incidental and accessory use of property within the CC-2 zone, provided seating areas do not encroach into required paths of travel or public rights-of-way; however,

opportunities for outdoor dining areas that do not encroach into the public right-of-way are limited for many properties fronting Historic Main Street;

WHEREAS, portions of the public sidewalk on Historic Main Street are wide enough to accommodate outdoor dining areas that encroach into the public right-of-way while preserving the required path of travel for pedestrians;

WHEREAS, allowing for and encouraging more outdoor dining areas along Historic Main Street will further the above-referenced General Plan goals and policies and is consistent with the stated intent of the CC-2 (Civic Center Main Street) zone;

WHEREAS, Amendment No. A-022-2018 was initiated by the City of Garden Grove and is a zoning text amendment to Municipal Code Sections 9.18.090.050 (Additional Regulations Specific to the CC-2 Zone) and 9.32.030 (Land Use Actions) establishing application requirements and review procedures for City approval of Main Street outdoor dining permits and associated design and operational requirements for outdoor dining areas in the public right-of-way and dining alcoves along Historic Main Street;

WHEREAS, providing for the issuance of Main Street outdoor dining permits to qualifying eating establishments fronting Historic Main Street pursuant to Amendment No. A-022-2018 is intended to encourage and facilitate more outdoor dining on Historic Main Street in furtherance of the goals and policies of the General Plan and the intent of the CC-2 zone, but is not intended to grant applicants or adjacent property or business owners any property interest in the public right-of-way or any entitlement to continued use of the public right-of-way;

WHEREAS, following a Public Hearing held on September 6, 2018, the Garden Grove Planning Commission adopted Resolution No. 5929-18 recommending approval of Amendment No. A-022-2018;

WHEREAS, pursuant to a legal notice, a Public Hearing regarding Amendment No. A-022-2018 was held by the City Council on September 25, 2018, and all interested persons were given an opportunity to be heard;

WHEREAS, the City Council gave due and careful consideration to the matter;

WHEREAS, the City Council hereby makes the following findings regarding Amendment No. A-022-2018:

A. The Amendment is internally consistent with the goals, objectives and elements of the City's General Plan;

B. The Amendment will promote the public interest, health, safety and welfare;

WHEREAS, Chapter 11.12 of the Garden Grove Municipal Code generally requires a person to obtain an encroachment permit from the City in order to erect or maintain any temporary or permanent structures or appliances within the planned right-of-way;

WHEREAS, this Ordinance also establishes specific additional requirements for the issuance of encroachment permits to eating establishments fronting Historic Main Street to establish and maintain outdoor dining areas in the public right-of-way in order to promote the public health, safety and welfare and to ensure the allowance of adequate pedestrian circulation; and

WHEREAS, the City Council finds that the proposed Ordinance 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. Amendment No. A-022-2018 is hereby approved pursuant to the findings set forth herein and the facts and reasons stated in Planning Commission Resolution No. 5929-18, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by reference with the same force and effect as if set forth in full.

SECTION 3. Section 9.18.090.050 (Additional Regulations Specific to the CC-2 Zone) of Section 9.18.090 (Development Standards Specific to Individual Mixed Use Zones) of Chapter 9.18 (Mixed Use Regulations and Development Standards) of Title 9 of the Garden Grove Municipal Code is hereby amended to add new Subdivision I to read as follows:

I. Outdoor Dining in the Public Right-of-Way on Historic Main Street. Eating establishments located on Main Street between Acacia Parkway and Garden Grove Boulevard may locate and operate incidental and accessory outdoor dining areas on the adjacent public right-of-way, subject to compliance with the provisions of this Subsection I, approval of a Main Street outdoor dining permit by the Director or applicable hearing body pursuant to Chapter 9.32, and issuance of an encroachment permit by the City pursuant to Title 11. The provisions of this Subsection, and not Section 9.18.030.300, shall govern outdoor dining areas in the public right-of-way on Main Street.

1. Definitions. The following definitions shall apply to this Section:

- a. "Barrier" means a fabricated physical barrier that is firmly anchored to the ground meant to demarcate an outdoor dining area in the public right-of way.
 - b. "Dining alcove" means an outdoor recess opening out of an eating establishment in conjunction with an outdoor dining area in the public right-of-way.
 - c. "Director" means the Director of Economic and Community Development for the City.
 - d. "Encroachment permit" means a temporary revocable permit issued by the City pursuant to Title 11 authorizing use of a portion of the public right-of-way.
 - e. "Main Street outdoor dining permit" means a permit approved by the City in accordance with this Subsection and Chapter 9.32 authorizing the owner of an eating establishment that fronts on Main Street between Acacia Parkway and Garden Grove Boulevard to establish and maintain an outdoor dining area in the public right-of-way on Main Street immediately adjacent to the eating establishment.
 - f. "Obstruction" means any object or obstacle, which completely or partially blocks a path of travel on a public right-of-way, including, but not limited to, a sign, lamp post, bench, tree, tree grate, table, chair, umbrella, or other object attendant to an outdoor dining area in the public right-of-way.
 - g. "Outdoor dining area in the public right-of-way" means a specific area within the public right-of-way adjacent to an eating establishment that contains seating for patrons of the eating establishment and where food and/or beverage service and other activities related to dining that are incidental and accessory to operation of the eating establishment may occur.
2. Application for Main Street Outdoor Dining Permit. An application for a Main Street outdoor dining permit shall be filed on forms provided by the Director, and submitted under penalty of perjury, and shall be accompanied by a fee in the amount established by the City Council for a Director's Review. The application shall be filed concurrently with an application for an encroachment permit and shall include, without limitation, the following information and documents:
- a. The name and business address of the eating establishment with which the proposed outdoor dining area in the public right-of-way is associated.

- b. The name, business address, telephone number, and email address of the applicant, which must be the owner of the adjacent eating establishment, and the applicant's responsible managing officer signing the application. An applicant that is a corporation, limited liability company, or partnership shall designate one of its officers, members, managers, or general partners to act as its responsible managing officer to complete and sign the application and to bind the entity in contract, and shall submit evidence acceptable to the Director that such individual is authorized to act on behalf and bind the applicant.
- c. If the applicant is not the legal or beneficial owner of the adjacent property on which the eating establishment is located, include the name and address of the property owner(s) and a written authorization executed by the property owner(s), or the property owner(s) authorized agent, authorizing the applicant to establish and maintain an outdoor dining area in the public right-of-way and to submit the application. If said authorization is executed by an agent of the property owner(s), written authorization of such agency satisfactory to the Director shall also be provided.
- d. Plans, drawings and a description of the proposed outdoor dining area in the public right-of-way and/or dining alcove satisfactory to the Director. At a minimum, the plans shall show in detail the dimensions of the proposed outdoor dining area in the public right-of-way; the locations and dimensions of all existing and proposed obstructions; the proposed locations, number, and arrangement of all barriers, tables, chairs, umbrellas, and other furnishings; and the location and dimensions of the proposed pedestrian path of travel. If construction of a dining alcove is proposed, detailed architectural and building plans for all structural alterations are required. The plans shall also include a description, satisfactory to the Director, of the colors, types, styles, and materials of all barriers, furnishings, umbrellas, and other objects proposed to be utilized within the outdoor dining area in the public right-of-way.
- e. A description of the anticipated periods of use during the year, the proposed hours of daily use, and whether the service of alcoholic beverages is requested.
- f. Sufficient evidence to establish, to the satisfaction of the Director, in his or her sole discretion, that the proposed outdoor dining area in the public right-of-way will not be inconsistent with the underlying dedication for public right-of-way or the City's title or estate in the underlying public right-of-way.

3. Design Requirements. Outdoor dining areas in the public right-of-way shall be subject to the following design and locational standards and requirements:
- a. An outdoor dining area in the public right-of-way may only be located adjacent to Main Street. No existing trees, lamp posts, or planters may be removed or relocated. Existing benches and trash receptacles may not be removed, but may be relocated subject to approval of the Public Works Director or his or her designee.
 - b. Each approved outdoor dining area in the public right-of-way may only be located adjacent to the storefront of the eating establishment with which it is associated and may not extend across any portion of the storefront of an adjacent business or structure.
 - c. An outdoor dining area in the public right-of-way shall be arranged and located in such a manner that a four-foot (4'-0") minimum unobstructed path of travel for pedestrians along the right-of-way can be maintained at all times. Possible seating arrangements providing for a four-foot (4'-0") minimum path of travel are depicted in Figures 9.18-12a-d, below.
 - d. In accordance with applicable building code requirements, a minimum three-foot (3'-0") clear width of walking surfaces around dining furniture must be maintained, unless a lesser buffer is otherwise permitted. Where no barrier is installed, a three-foot (3'-0") minimum clearance buffer shall also be maintained between all dining furniture and the parallel parking limit line on Main Street.
 - e. All outdoor dining areas in the public right-of-way must be fully accessible to and useable by the physically handicapped in compliance with applicable law.
 - f. The amount of seating that may be permitted within an outdoor dining area in the public right-of-way is subject to applicable occupancy limits set forth in the uniform building codes, requirements of the City's Public Works Department, and any other applicable regulations set forth in this Title.
 - g. The use of removable table umbrellas is encouraged, provided such umbrellas maintain at least seven feet (7'-0") of clearance above the sidewalk level, do not exceed ten feet (10'-0") in height, and do not encroach into parking areas, walkways, or vision clearance areas.
 - h. Portable heating units acceptable to the Fire Department may be utilized.

- i. Lighting for an outdoor dining area shall be provided. Lighting may be incorporated into the façade of the building and shall complement the style of the building. Lights on buildings shall not be glaring to pedestrian or vehicular traffic and should illuminate only the outdoor dining area. Battery-operated table lamps or candles, or other lighting sources that do not require electrical wiring, are encouraged.
- j. Barriers. Barriers demarcating an approved outdoor dining area in the public right-of-way may be installed, subject to an encroachment permit. A barrier is required if alcoholic beverages are sold, served, and/or consumed in the outside eating area. The following requirements apply where barriers are installed.
 - i. Barriers shall be fabricated from wrought iron or other sturdy materials approved by the City that are consistent with the aesthetic and architectural character of the Historic Main Street area. Barriers may not be fabricated of chain link, cyclone fencing, plastic, vinyl, or chicken wire and may not include fabric or canvas inserts, spears, spikes, and/or finials. An example of an acceptable type of barrier is shown in Photo 9.18-3a, below.



Photo 9.18-3a: Example of a fabricated wrought iron barrier.

- ii. All barriers shall be firmly anchored to the ground. At the time the barrier is removed, the paving shall be returned to its original condition.
 - iii. A barrier may be no less than three feet (3'-0") and no more than three feet six inches (3'-6") in height.
 - iv. The location of any barrier shall be subject to the approval of the Director or applicable hearing body and the provisions and conditions of the encroachment permit.
- k. Dining Alcoves. Storefronts may be altered to allow for dining alcoves in conjunction with an outdoor dining area that encroaches into the public right-of-way. In addition to all applicable requirements set forth in this Chapter, the following provisions shall apply to dining alcoves:
 - i. No new structural portion of the dining alcove shall encroach into the public right-of-way.
 - ii. The outdoor dining area may be located both within the dining alcove on private property and in the public right-of-way, provided the portion of the outdoor dining area in the public right-of-way complies with all requirements of this Subsection I, including, but not limited to, the maintenance of a minimum four-foot (4'-0) pedestrian path of travel.
 - iii. The dining alcove must include an entrance from the public right-of-way to the abutting property storefront.
 - iv. The dining alcove may be no more than one story in height.
 - v. The design of the dining alcove, including storefront systems, barriers, and glazing, shall be consistent with the aesthetic and architectural style of the building.
 - vi. The storefront shall completely enclose the abutting property building area behind, with the exception of doors and operable windows. The building area within shall not be open to the outside.
 - vii. Minimum glazing of the storefront shall be consistent with Section 9.18.100.040.F and Table 9.18-8, Storefront Glazing Calculation. The glazing of the storefront shall be clear and unobstructed, with the exception of the allowance under Section 9.20.040.D, Window Displays, to permit views into the establishment.

- l. Any proposed structural rehabilitation or significant alterations of existing building façades proposed in conjunction with an outside eating area in the public right-of-way, including the construction of dining alcoves, shall be subject to review and recommendation by the Zoning Administrator and the Downtown Commission in accordance with this Section 9.18.090.050.
- m. The area subject to the Main Street outdoor dining permit and the size, number, location, orientation, type, and materials of all barriers, tables, chairs, umbrellas, and other furniture shall be limited to that described in the approved Main Street outdoor dining permit. Any changes not otherwise authorized by the conditions of approval to the Main Street outdoor dining permit shall require the filing of an application for a Modification to Approved Plans pursuant to Chapter 9.32 and shall be subject to review and approval by the Director or applicable hearing body.

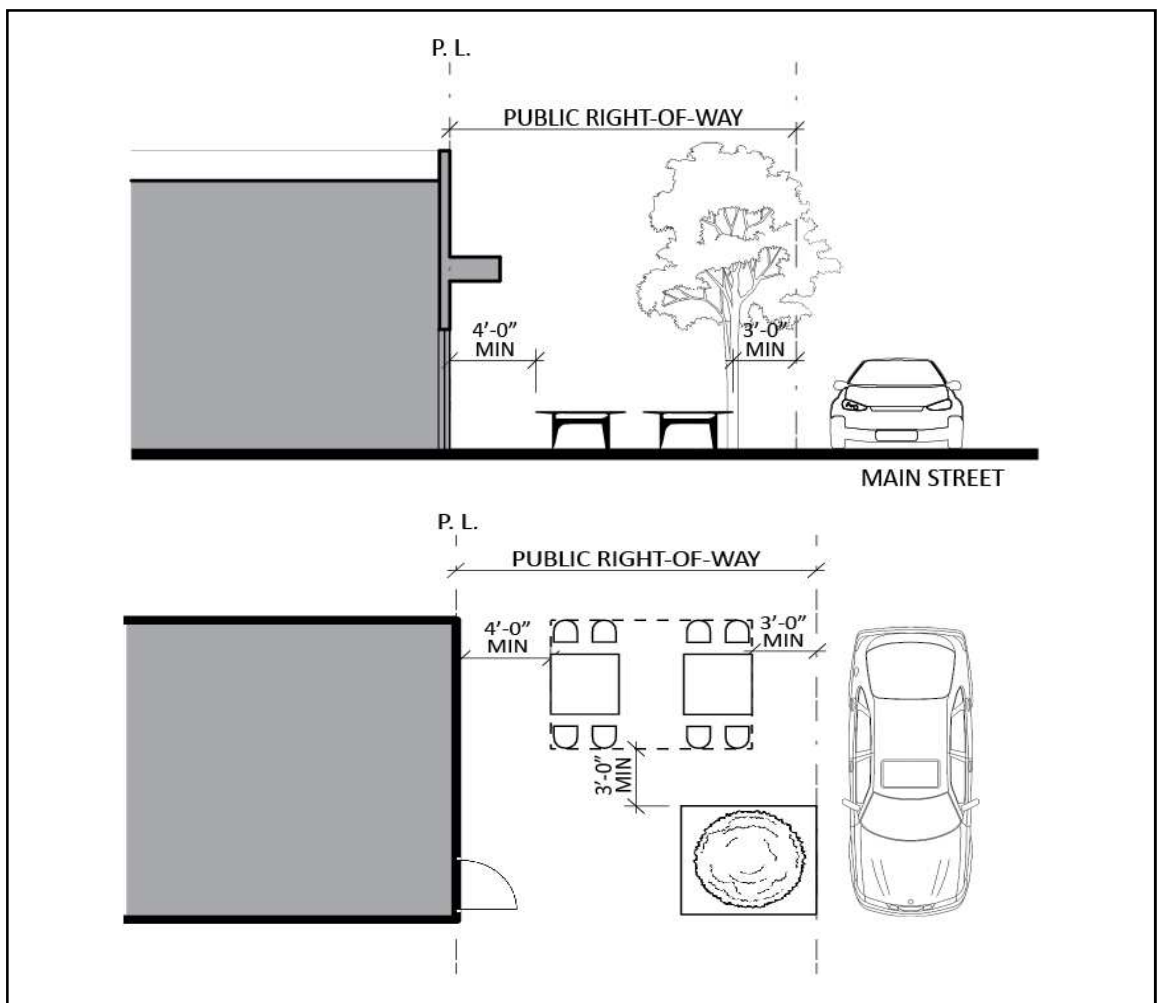


Figure 9.12a: Example of an outdoor dining area in the public right-of-way without a barrier.

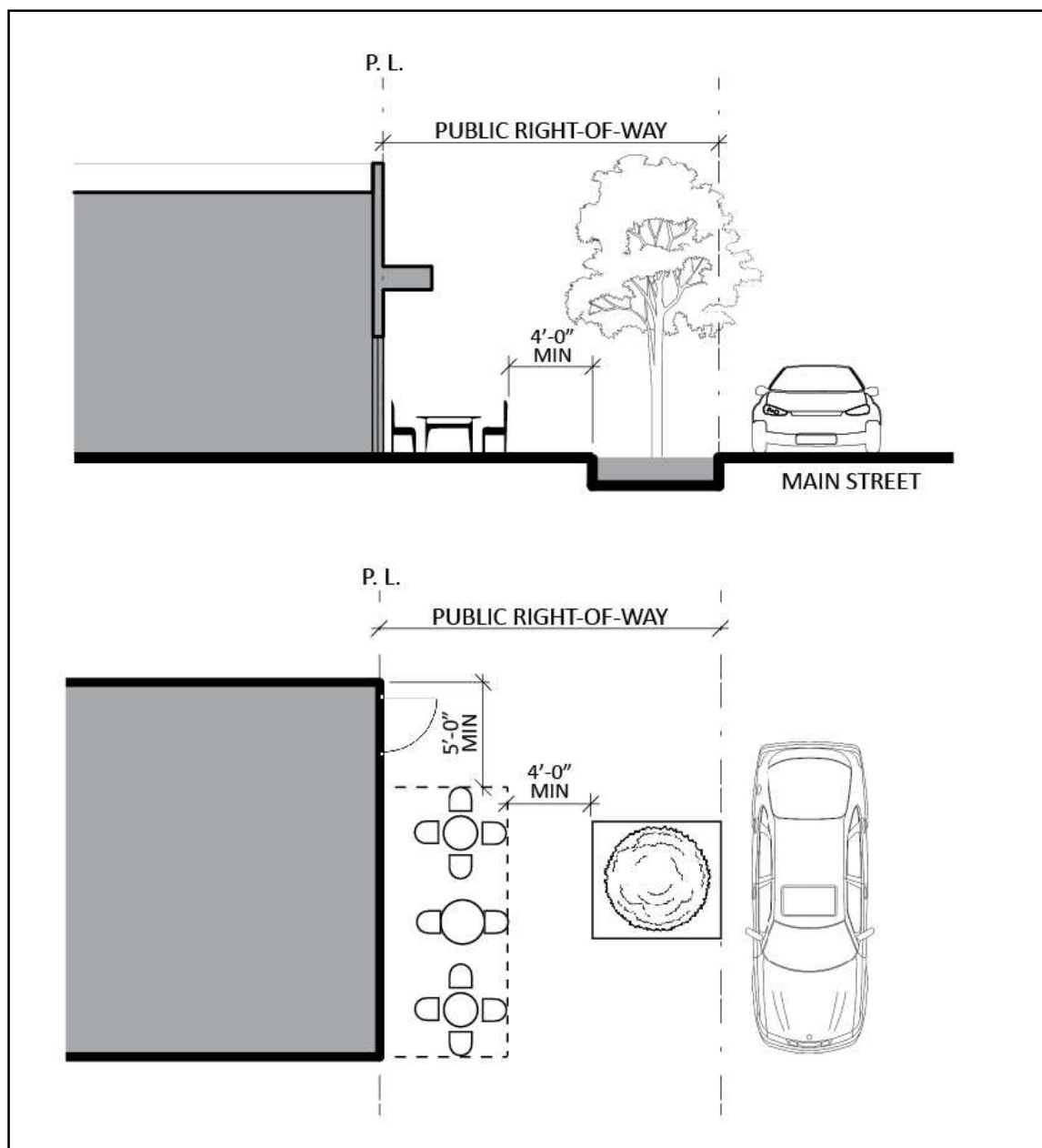


Figure 9.12b: Example of an outdoor dining area in the public right-of-way abutting a storefront wall without a barrier.

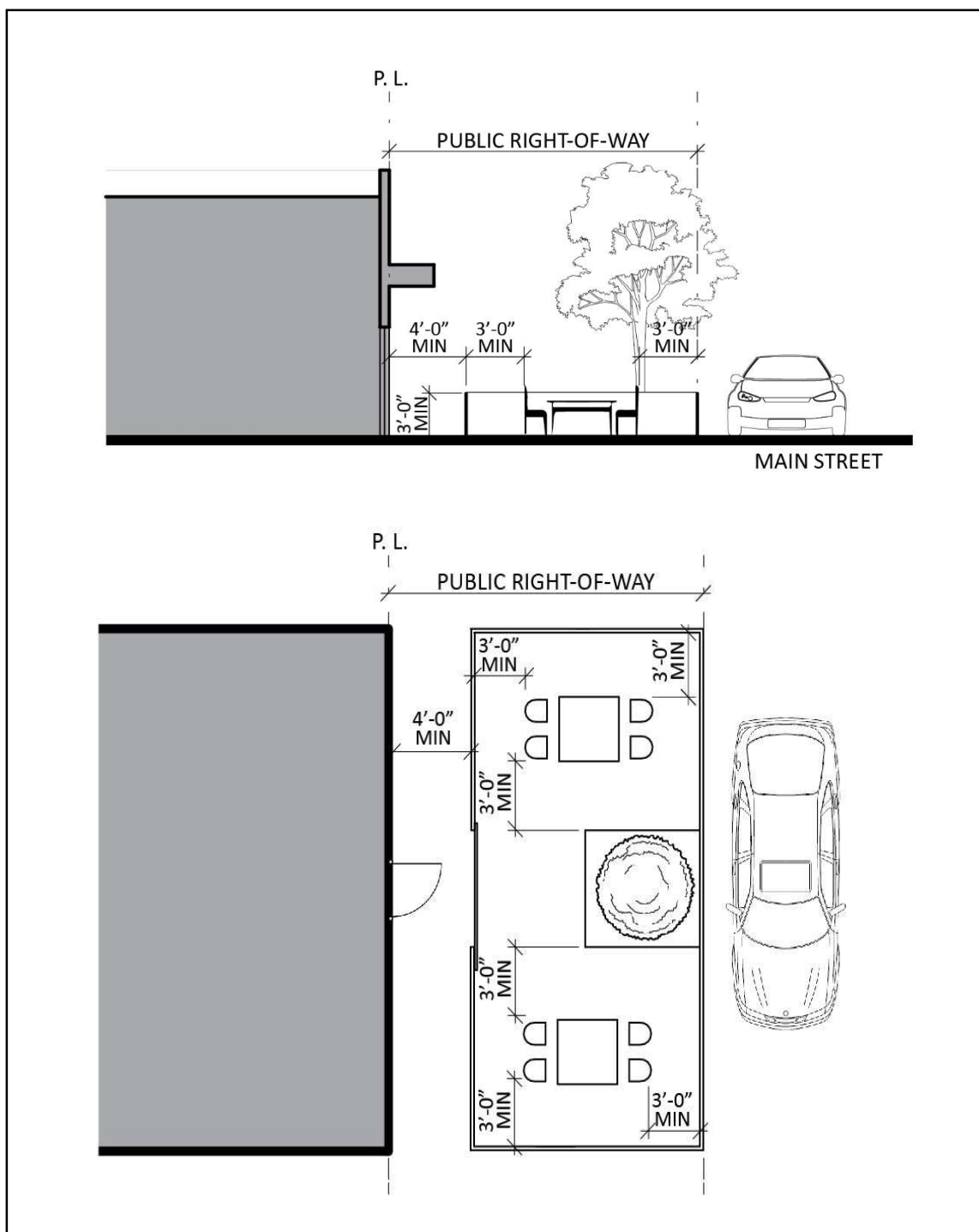


Figure 9.12c: Example of an outdoor dining area in the public right-of-way with a barrier.

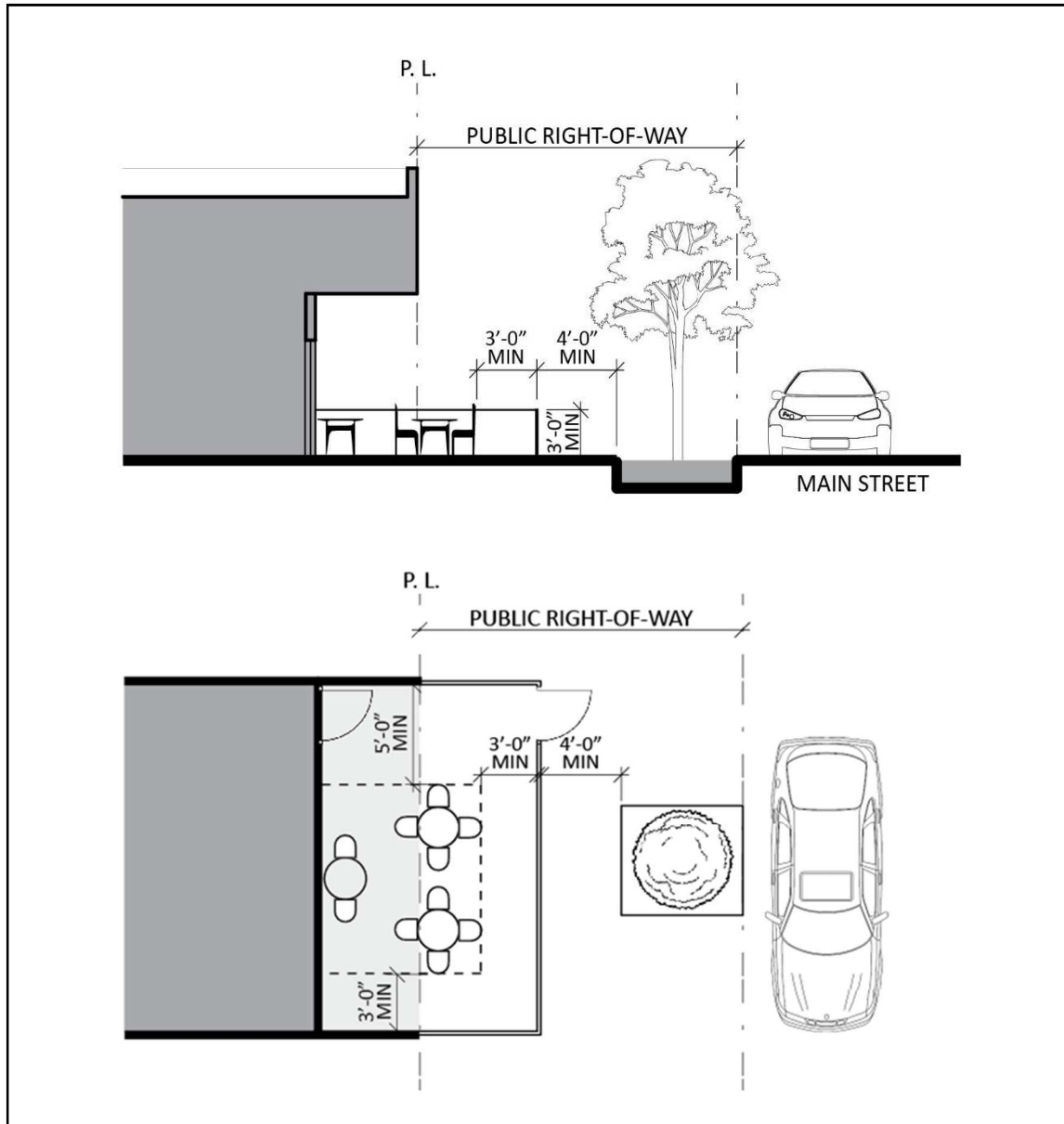


Figure 9.18-12d: Example of a dining alcove in conjunction with an outdoor dining area in the public right-of-way with a barrier.

4. Operational Requirements. All outdoor dining areas in the public right-of-way shall be subject to the following operational standards:
 - a. The business owner and operator shall comply with all provisions of this Subsection I and all conditions of approval of the encroachment permit, the Main Street outdoor dining permit and any applicable conditional use permit at all times. Failure to comply with any applicable Municipal Code or permit provisions or applicable conditions of approval may result in suspension or revocation of the Main Street outdoor dining permit.

- b. Hours of operation of an outdoor dining area in the public right-of-way shall not extend beyond 10:00 p.m. during any day of the week.
 - c. Tables, chairs, table lamps, umbrellas, portable heaters, and other furniture and related items may not be stored within the public right-of-way and shall be removed and stored inside the building when the business is closed or the outdoor dining area in the public right-of-way is not in operation. Approved barriers do not need to be removed except as otherwise required pursuant to the encroachment permit.
 - d. Outdoor dining areas shall be kept in a good state of repair and maintained in a clean, safe, and sanitary condition and in accordance with applicable Orange County Health Department regulations.
 - e. All building entryways and the required pedestrian path of travel shall remain clear and unobstructed at all times.
 - f. All outdoor dining areas shall be used for sit-down food and beverage service only; no stand-up service is permitted.
 - g. No entertainment shall be permitted within an outdoor dining area.
 - h. The use of mist systems or other devices spraying water over the public right-of-way is prohibited, unless the spraying of water is confined to seating located directly adjacent to the storefront or within a dining alcove. Overspray onto the required path of travel is prohibited.
 - i. All plans and permits for an outdoor dining area in the public right-of-way and/or dining alcove shall be kept on the premises of the eating establishment for inspection at all times the establishment is open for business.
5. Sale and/or Service of Alcoholic Beverages. The service of alcoholic beverages and its consumption by customers in an outdoor dining area in the public right-of-way shall comply with Section 9.18.060 (Alcohol Beverage Sales) and furthermore, shall be restricted as follows:
- a. The sale, service, and/or consumption of alcoholic beverages within an outdoor dining area is prohibited unless authorized pursuant to a conditional use permit approved by the City and a valid license issued by the Department of Alcoholic Beverage Control. All provisions and conditions of such permits and licenses shall be complied with at all times.

- b. A barrier acceptable to the City and the Department of Alcoholic Beverage Control is required.
- c. The service of food shall accompany any sale or service of alcoholic beverages.
- d. All alcoholic beverages shall be served, delivered, and removed to and from the outdoor dining area by the staff of associated eating establishment.

SECTION 4. Subdivision D (Land Use Action Procedures) of Section 9.32.030 (Land Use Actions) of Chapter 9.32 (Procedures and Hearings) of Title 9 of the Garden Grove Municipal Code is hereby amended to add new Subsection 14 to read as follows:

14. Main Street Outdoor Dining Permit for Outdoor Dining Areas in the Public Right-of-Way on Historic Main Street.

a. Applicability. Approval of a Main Street outdoor dining permit pursuant to this Subsection 14 shall be required for any eating establishment located along Historic Main Street within the CC-2 zone to establish and maintain an outdoor dining area in the public right-of-way pursuant to the provisions of Section 9.18.090.050 of this Chapter, Additional Regulations Specific to the CC-2 Zone. It shall be a condition of each Main Street outdoor dining permit that the applicant also obtain and maintain an encroachment permit from the City pursuant to Title 11 of the Garden Grove Municipal Code and comply with all conditions of such encroachment permit. Approval of a Main Street outdoor dining permit pursuant to this Subsection 9.32.030.D.14 shall not constitute approval of said encroachment permit.

b. Review authority.

- i. Director's Review. The Department Director is vested with the authority to approve, conditionally approve, or deny applications for Main Street outdoor dining permits, provided the applicant is not proposing the sale, service or consumption of alcoholic beverages within the outdoor dining area and approval of a discretionary action by the Zoning Administrator, Planning Commission, or City Council is not otherwise required.
- ii. Review by Hearing Body. Where an outdoor dining area in the public right-of-way is proposed in conjunction with another land use action that requires discretionary review pursuant to this Chapter, the application for a Main Street outdoor dining permit shall be processed in conjunction with said land use action and reviewed by the applicable hearing body in conjunction with such discretionary review.

- iii. Alcohol sales. The sale, service and/or consumption of alcohol within an outdoor dining area in the public right-of-way shall also require approval of a new or amended Conditional Use Permit pursuant to the provisions of Section 9.18.060, Alcoholic Beverage Sales.
- c. Required Findings. The Department Director or applicable hearing body may approve an application for a Main Street outdoor dining permit only if all of the following findings are made:
 - i. The proposed outdoor dining area in the public right-of-way is consistent with the City's General Plan, all applicable development standards and Building Code requirements, and all other applicable Title 9 provisions;
 - ii. The proposed outdoor dining area in the public right-of-way will be complimentary to, and not inconsistent with, the underlying dedication for public right-of-way or the City's title or estate in the underlying public right-of-way;
 - iii. The applicant has demonstrated a satisfactory ability and willingness to comply with the Garden Grove Municipal Code and pertinent conditions to previously issued permits, licenses, and City land use approvals with respect to operation of the adjacent eating establishment;
 - iv. The proposed outdoor dining activity will not be materially detrimental to the public health, safety or general welfare and will not injure or unreasonably interfere with the property or improvements of other persons located in the vicinity of the proposed outdoor dining area; and
 - v. The City Engineer is prepared to issue an encroachment permit to the applicant for the establishment and maintenance of an outdoor dining area in the public right-of-way pursuant to Title 11.
- d. Notice and Review.
 - i. Upon receipt of an application for a Main Street outdoor dining permit that is subject to review by the Department Director, a notice shall be sent to all owners of property with frontage on Historic Main Street between Acacia Parkway and Garden Grove Boulevard describing the nature of the request and advising that any comments should be submitted no later than ten (10) days from the date of the notice. If one or more property owners object to the application, the Director may refer review of the request to the Zoning Administrator or Planning Commission,

where a public hearing will be noticed and held in accordance with the public hearing provisions of Chapter 9.32.

- ii. The Planning staff shall transmit the Department Director's notice of the decision, with any appropriate conditions of approval, to the applicant. The decision of the Department Director shall be final and binding unless an appeal is filed within 10 days from the date of the decision.
- iii. Any decision of the Department Director or Zoning Administrator may be appealed to the Planning Commission, and the provisions of Sections 9.32.110 through 9.32.150 shall apply, except as to the timeframe for appeal.
- iv. Any decision of the Planning Commission may be appealed to the City Council, and the provisions of Sections 9.32.110 through 9.32.150 shall apply.

e. Conditions, Transferability and Scope of Rights.

- i. The Department Director or hearing body is empowered to impose any conditions of approval on a Main Street outdoor dining permit determined to be necessary to ensure that the proposal complies with all local, state and federal laws, and satisfies the required findings.
- ii. It shall be a condition of each Main Street outdoor dining permit that the applicant also obtain and maintain an encroachment permit from the City pursuant to Title 11 of the Garden Grove Municipal Code and comply with all conditions of such encroachment permit. Approval of a Main Street outdoor dining permit pursuant to this Subsection 9.32.030.D.14 shall not constitute approval of said encroachment permit.
- iii. It shall be a condition of each Main Street outdoor dining permit that the scope, nature, and character of use of the adjacent eating establishment remain substantially the same as at the time approved. In the event there are significant changes to the scope, nature, or character of use of the adjacent eating establishment, all rights conferred by a Main Street outdoor dining permit for that eating establishment shall cease, and the owner(s) of the eating establishment shall be required to apply for and obtain a new Main Street outdoor dining permit, if eligible to do so.
- iv. In the event of a change of ownership of the adjacent outdoor eating establishment, where the scope, nature, and character of use of the adjacent eating establishment does not significantly

change, a Main Street outdoor dining permit may be automatically transferred to the new owner(s) of the eating establishment upon written notice to the City, issuance of a new encroachment permit pursuant to Title 11, and execution by each owner of a written acknowledgment and agreement to comply with the conditions of approval of the permit in a form acceptable to the Department Director.

- v. Approval of a Main Street outdoor dining permit pursuant to this Subsection shall not be construed to grant the applicant or adjacent property or business owner any property interest in the public right-of-way or any entitlement to continued use of the public right-of-way.
- vi. Following investigation, written notice, and an opportunity to respond, a Main Street outdoor dining permit may be revoked or suspended by the Department Director: (a) in the event of suspension, revocation, expiration, or non-renewal of the encroachment permit; (b) upon failure of the business owner and/or operator to comply with the conditions of approval and/or applicable legal requirements; or (c) if one or more of the required findings for approval of the permit can no longer be made with respect to the outdoor dining area in the public right-of-way. If the Department Director revokes a Main Street outdoor dining permit, the procedures for notice and appeal set forth in Subsection (d) (ii) – (iv), above, shall apply.

SECTION 5. Chapter 11.12 (Structures in Streets) of Title 11 of the Garden Grove Municipal Code is hereby amended to add new Section 11.12.330 to read as follows:

11.04.175 Encroachment Permits for Outdoor Dining Areas in the Public Right-of-Way on Historic Main Street.

- A. Purpose. The purpose of this Section is to establish specific additional requirements for the issuance of encroachment permits to dining establishments located on Historic Main Street to establish and maintain outdoor dining areas in the public right-of-way. The provisions of this Section are in addition to, and not in lieu of, the provisions of Section 11.04.170 and the other provisions of this Chapter, including, but not limited to, Section 11.12.010. In addition to satisfying the requirements herein, the applicant shall secure approval of a Main Street outdoor dining permit pursuant to Title 9 of the Garden Grove Municipal Code prior to operating or maintaining an outdoor dining area in the public right-of-way.
- B. Encroachment Permit Required. No person shall establish or maintain any outdoor dining area, including any chairs, tables, barriers, or other objects, in the public right-of-way on Historic Main Street without an encroachment permit

approved by the City specifically authorizing such person to do so. In addition to the following requirements, the provisions of Section 11.12.010 shall apply to any such encroachment permit.

- C. Application. An application for an encroachment permit for the establishment and maintenance of an outdoor dining area in the public right-of-way on Historic Main Street shall be submitted to the City's Public Works Department on the form provided by the City and shall be accompanied by all information, documents, and plans requested by the City in order to evaluate the application. The applicant must be the owner of the adjacent dining establishment with which the proposed outdoor dining area is associated. The application shall be submitted at the same time as the application for approval of a Main Street outdoor dining permit pursuant to Title 9 is submitted, and shall be accompanied by all applicable fees. If work or construction in the right-of-way is required, the owner or operator's contractor shall obtain a separate encroachment permit pursuant to this Chapter governing such work or construction.
- D. Findings. The Director of Public Works, or his or her designee, may issue an encroachment permit pursuant to this Section based upon the following findings:
 - a. The applicant is the owner of an adjacent eating establishment located on Main Street, between Acacia Parkway and Garden Grove Boulevard;
 - b. All conditions set forth in this Section are or will be satisfied; and
 - c. The City has approved a Main Street outdoor dining permit for the proposed outdoor dining area in the public right-of-way pursuant to Title 9.
- E. Duration of Permit; Annual Renewal Required. Each encroachment permit issued pursuant to this Section shall expire twelve (12) months following issuance of the permit and must be renewed on an annual basis. The applicant shall file an application for renewal of the encroachment permit with the Public Works Department at least ninety (90) days prior to the permit's expiration date. The renewal application shall be submitted to the City's Public Works Department on the form provided by the City and shall be accompanied by all information, documents, and plans requested by the City in order to evaluate the application, along with the annual encroachment permit fee and other applicable fees and evidence of the insurance required by this Section. Failure to pay applicable fees and/or provide evidence of insurance coverage or other required documents prior to the permit filing deadline shall cause the encroachment permit to expire and the right to operate and maintain an outdoor dining area in the public right-of-way to terminate. In such event, a new application for an encroachment permit must be filed and approved in order for the eating establishment owner to operate and maintain an outdoor dining area in the public right-of-way.
- F. Conditions. In addition to any other conditions imposed by the City in order to promote the public health, safety and welfare and to allow for adequate

pedestrian circulation, every encroachment permit issued pursuant to this Section shall be subject to the following conditions:

- a. The area covered by the encroachment permit, the number and location of any tables and chairs permitted, and the location of any authorized barriers shall be specifically limited to that shown on the exhibit attached to, or made part of, the encroachment permit.
- b. A four-foot (4'-0") foot minimum unobstructed pedestrian path of travel along the public sidewalk shall be maintained at all times.
- c. On corner lots or properties adjacent to driveways, no portion of an outdoor dining area shall be located within the triangular area formed by measuring twenty-five (25) feet along the curb lines to prevent obscuring corner vision clearance from any driveway or street.
- d. The outdoor dining area shall be located and arranged in a manner which will not interfere with visibility, vehicular or pedestrian mobility, or access to City or other public facilities. This determination shall be made at the time of application by the City Engineer, in his or her sole discretion, based on the characteristics of the site.
- e. The permittee shall comply with the terms and conditions of the encroachment permit, shall maintain the portion of the right-of-way covered by the permit in a clean and safe condition for pedestrian travel, and shall immediately clear the right-of-way when ordered to do so by the City Engineer or other appropriate City officer.
- f. Bond. Prior to the issuance of the encroachment permit, the applicant shall post a bond with the City to cover the cost of restoring the right-of-way to its original condition, where the applicant proposes modifications to the public surfaces, such as borings for recessed sleeves or post holes. The bond amount shall be determined by the City Engineer. On termination of the encroachment permit, the bond shall be released upon restoration of the right-of-way to the satisfaction of the City Engineer.
- g. Insurance. The applicant shall, prior to the issuance or renewal of the encroachment permit, procure, and shall thereafter maintain in full force and effect while the permit is in effect, (a) commercial general liability insurance in a form and amount specified by the City's Risk Manager sufficient to cover potential claims for bodily injury, death, or disability and for property damage which may arise from or be related to the use of the public right-of-way for an outdoor dining area, naming the City, its officers, agents, and employees as additional insureds under the terms of the policy; and (b) workers compensation insurance, in the amount required by California law, which includes a waiver of subrogation. The specific requirements for such insurance will be provided to the applicant by the City with the application materials. All required endorsements and certificates evidencing such

insurance must be provided to the City prior to issuance or renewal of an encroachment permit and immediately upon any policy renewal of or change in insurance coverage.

- h. Indemnity. The applicant shall execute and deliver to the City an agreement, in writing and acknowledged by the applicant, in a form acceptable to the City, forever to indemnify, defend, and hold and save the City free and harmless from any and all claims, actions or damages of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation and maintenance of the outdoor dining area in the public right-of-way.
- i. Permission to encroach upon a portion of the public right-of-way with an outdoor dining area through issuance of an encroachment permit under this Section shall not constitute a deed or grant of an easement by the City. The permit may be revoked at any time pursuant Section 11.12.010.
- j. The City shall have the right to temporarily suspend or prohibit the operation of an outdoor dining area in the public right-of-way at any time if necessary to safeguard the public health, safety and welfare or to avoid interference with special events, street or sidewalk improvements or cleaning, or similar activities. To the extent possible, the City will give prior written notice of any time period during which the operation of the outdoor dining area in the public right-of-way must be suspended.
- k. Each encroachment permit issued shall be personal to the permittee and is not transferrable, delegable or assignable. Any attempted transfer, delegation or assignment of the permit shall be void. In the event the owner or owners of the business with which the encroachment permit is associated changes, the existing encroachment permit shall automatically terminate and become null and void and the new owner(s) shall obtain a new encroachment permit pursuant to this Section.
- l. It shall be a condition of each encroachment permit issued pursuant to this Section that the applicant also obtain and maintain a Main Street outdoor dining permit pursuant to Title 9 and comply with all conditions of approval of said permit. Approval of an encroachment permit pursuant to this Section shall not constitute approval of a Main Street outdoor dining permit pursuant to Title 9.
- m. Upon termination of the encroachment permit, the permittee shall remove, at its own expense, all personal property, furnishings, and equipment from the right-of-way. All barriers shall be removed and the sidewalk returned to its original condition.
- n. The City may impose such other conditions on the encroachment permit as deemed necessary to promote the public health, safety and welfare and to allow for adequate pedestrian circulation.

SECTION 6. Any eating establishment that currently conducts outdoor dining in the public right-of-way on Historic Main Street, whether legally permitted or not, shall come into compliance with all provisions of this Ordinance no later than one hundred eighty (180) days following its effective date.

SECTION 7. 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 8. 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.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.1.	SITE LOCATION: Portions of public right-of-way located within the Historical Main Street area, north of Garden Grove Boulevard, south of Acacia Parkway.
HEARING DATE: September 6, 2018	GENERAL PLAN: Civic Center Mixed Use
CASE NO.: Amendment No. A-022-2018	ZONE: CC-2 (Civic Center Main Street)
APPLICANT: City of Garden Grove	APN: N/A
OWNER: N/A	CEQA DETERMINATION: Exempt

REQUEST:

A request that the Planning Commission recommend City Council approval of a City-initiated text amendment to Title 9 of the Garden Grove Municipal Code to provide for a process to permit eating establishments on Historic Main Street, within the CC-2 (Civic Center Main Street) zone, to establish outdoor dining areas in the public right-of-way.

BACKGROUND:

What would become today's Main Street, established in 1874-75, started as a block of wooden structures along an unpaved dirt road until the Pacific Electric railroad arrived in 1905. The majority of the structures were destroyed during the 1933 Long Beach earthquake, however, the Euclid Improvement Association rebuilt the area by replacing the damaged structures with sturdier wood-and-stucco Spanish mission style buildings, and by widening the street.

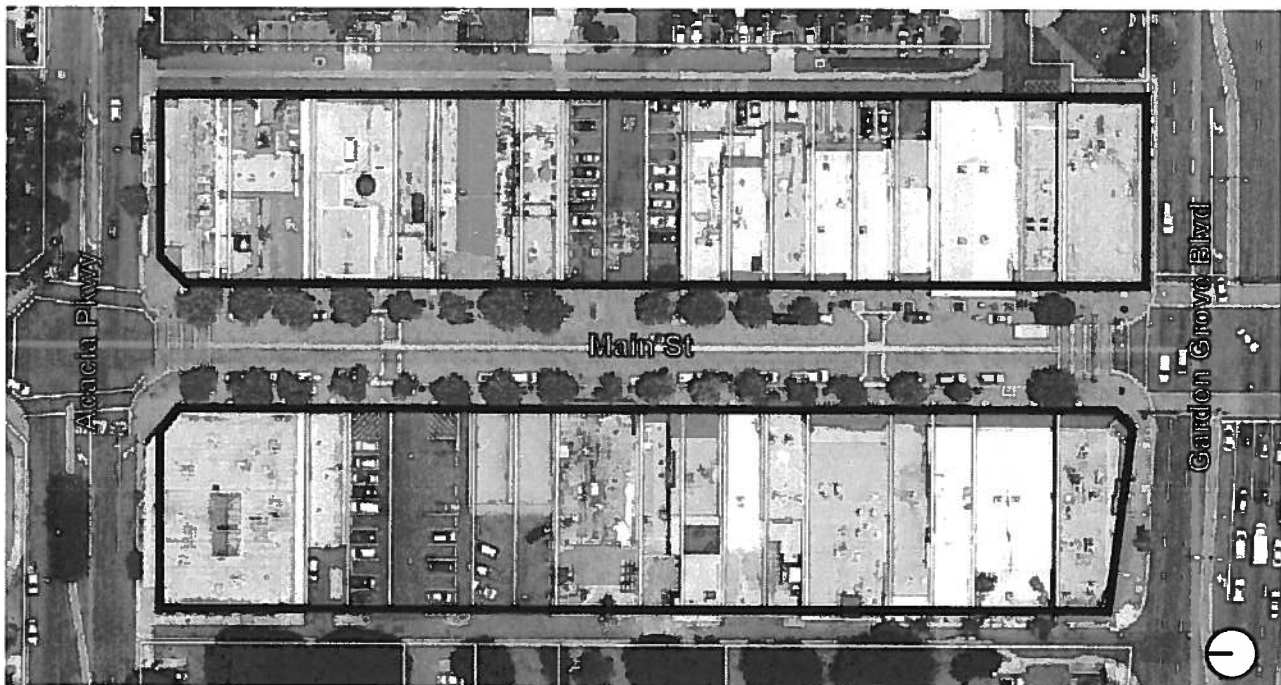
The City of Garden Grove has considered Main Street to be of "historic" importance for many years. The City of Garden Grove, Office of Redevelopment, prepared specific standards in 1979 named "Architectural and Design Criteria for the Main Street Historical-Retail Combining Zone." As a result, in the mid-Eighties, the City made improvements that included a brick-stamped concrete roadway, the elimination of the angled parking, and the installation of benches, trash cans, and shade trees, in an effort to revive a declining Main Street.

Over the years, changes have been made to the zoning of Main Street to diversify the allowed uses in an effort to reduce the number of vacant tenant spaces. In 1983, the City Council adopted two (2) Ordinances: the first created the Main Street Historical-Retail Combining zone; and the second, rezoned the properties on Main Street to the Community Center-Commercial (Historical-Retail) zone. In 1988, the City Council approved Code Amendment No. A-135-87 to expand the types of uses in the H-R (Main

Street Historical-Retail Combining) zone. The amendment added business and professional office uses, which were generally only allowed in the O-P (Office Professional) zone, to the list of already-permitted commercial retail uses. More recently in 2007, the City Council approved Code Amendment No. A-133-07 allowing residential units above existing commercial uses in the Main Street Retail Overlay Zone (H-R).

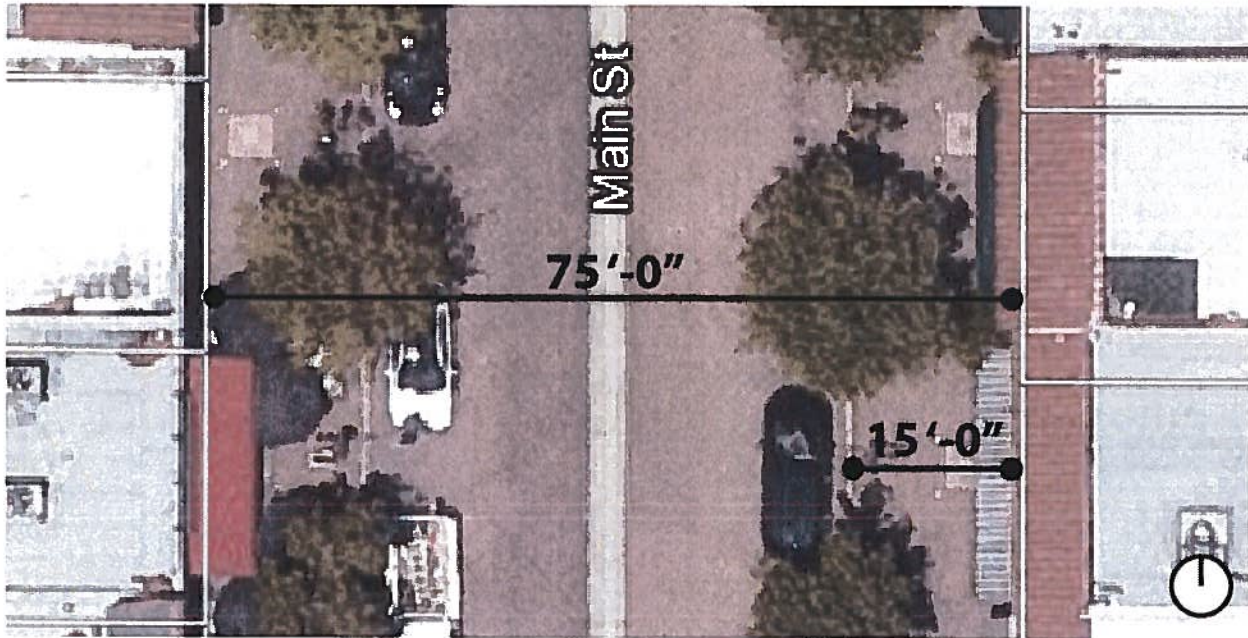
The General Plan, adopted in 2008, called the 130-acre Civic Center the "Heart of the City" stating that people should be drawn to the Civic Center to become engaged in the community and to experience the place itself. The Civic Center is a prime "Focus Area" with a mixed-use Land Use designation, Civic Center Mixed Use, which promotes civic, commercial, open space, and residential uses in a human scale environment with pedestrian-friendly streets and paths that connect public gathering spaces. Later in 2012, the City adopted the Civic Center Mixed Use zones 1, 2, and 3 to implement the General Plan Land Use designation of Civic Center Mixed Use. The properties along Main Street were zoned CC-2 (Civic Center Main Street), which was established to *"preserve and enhance buildings and structures of historic and cultural significance, and incidental uses that advance and preserve the Main Street character and charm."*

Recently, the City has received numerous requests from eating establishment owners within the Historic Main Street area for outdoor dining in the public right-of-way between Garden Grove Boulevard and Acacia Parkway (shown in aerial below). Historically, the public right-of-way has been an area designated for pedestrian and vehicular travel, however, City events, such as the Garden Grove Farmer's Market and Car Show, have been held periodically within Main Street.



Aerial of Historical Main Street area between Acacia Parkway and Garden Grove Boulevard

Parallel parking exists on the east and west sides of Main Street, however, there is no curb separating the walkway from the street parking area. The existing width of the public right-of-way along Main Street is 75 feet, with a 15-foot walkway between the front property line of each storefront and the edge of the parallel parking limit (shown in aerial below). Therefore, it is proposed that outdoor dining areas in the public right-of-way be only allowed within the 15-foot area directly in front of the eating establishment to allow vehicular travel to remain as is.



Partial aerial of public right-of-way along Main Street

Currently, eating establishment/restaurant uses within the Historic Main Street area, which are a permitted use in the CC-2 zone, are not permitted to have outdoor dining that encroaches into the public right-of-way. However, the City recognizes that visitors and individual businesses within the Historic Main Street area may benefit from outdoor dining in the public right-of-way. Outdoor dining in the public right-of-way may invigorate the street, while offering restaurants an opportunity for additional seating. The City's General Plan encourages outdoor dining in the Civic Center to encourage a pedestrian friendly area that contributes to the walkability appeal of Downtown, encourages opportunities for social interaction, and contributes to Downtown's identity and streetscape, as well as to "*preserve the Main Street character and charm.*" Moreover, outdoor dining in the public right-of-way may be a unifying element throughout the Downtown that will encourage new businesses to open in the Historic Main Street area. As a result, the City is proposing a zoning text amendment that will establish design standards and guidelines to ensure that outdoor dining areas in the public right-of-way are of high quality design to contribute to the creation of a functional and aesthetically pleasing streetscape that suits the historic character of Main Street.

There are a total of thirty-six (36) separate properties along Main Street that are zoned CC-2, of which eight (8) are eating establishments that provide meal service,

such as full-service or dine-in restaurants, take-out restaurants, or specialty food restaurants, that include dessert and coffee houses. Of the eight (8) eating establishments, three (3) have active Conditional Use Permit (CUP) approvals for the sales and service of alcoholic beverages within their establishment: Azteca Restaurant & Lounge, Louie's on Main, and The Wharf. The four (4) existing eating establishments along Main Street without alcohol sales are: Kaye's Kitchen, E Patisserie & Café, 102 Café, and Barcode. The last eating establishment, former Doug's Downtown Grill, is currently vacant. Eating establishments without the sale of alcohol are permitted by right in the CC-2 zone, while eating establishments serving alcohol require CUP approval. The proposed amendment will apply to current and/or future eating establishments that provide meal service. Uses aside from eating establishments in the CC-2 zone will continue to be precluded from having outdoor seating in the public right-of-way and are not affected by the proposed amendment.

Planning Staff presented to the Downtown Commission (prior known as the Main Street Commission) on November 9, 2017, with the proposed requirements of the Public Works Department, the Police Department, the Community and Economic Development Department, the State of California Alcoholic Beverage Control Department (ABC), and the Americans with Disabilities Act (ADA) for outdoor dining in the public right-of-way within the Historic Main Street area. Planning Staff presented illustrations of potential layouts for outdoor dining in the public right-of-way that meet the intent of the proposed amendment. The Downtown Commission is in support of the proposed Code Amendment and has recommended its approval.

DISCUSSION:

The following discussion summarizes the proposed amendments to the Municipal Code to establish development standards and regulations to permit outdoor dining in the public right-of-way on Historic Main Street, while minimizing associated impacts. These proposed new standards and regulations are intended to improve the current character of the Garden Grove Historic Main Street area, which has changed significantly since its establishment in 1874-75.

Staff is proposing amendments to both Title 9 (the Land Use Code) and Title 11 (relating to encroachment permits for use of the public right-of-way).

The proposed amendments to Title 11 would establish specific provisions for issuance of encroachment permits to adjacent eating establishments to establish and maintain an outdoor dining area that encroaches in the public right-of-way. Encroachment permits are temporary revocable licenses issued by the City's Public Works Department authorizing someone to temporarily use or work in the right-of-way. Encroachment permits are issued by the City in its capacity as owner of the public right-of-way and generally address traffic and pedestrian safety, protection and restoration of public facilities and improvements, insurance, and similar matters. The Planning Commission's jurisdiction is limited to land use matters, and the Planning Commission is not being asked to make a recommendation to the City Council regarding the proposed Title 11 amendments pertaining to encroachment permits;

however, the proposed Title 11 amendments are being presented to the Planning Commission in order to provide context and to inform its decision regarding the proposed Land Use Code amendments.

The proposed Land Use Code (Title 9) amendments would establish a process for eating establishments fronting Historic Main Street to obtain a Main Street Outdoor Dining Permit authorizing them to maintain and use an outdoor dining area in the public right-of-way that is incidental and accessory to the eating establishment use and would address design standards, aesthetic concerns, and operational requirements for these outdoor dining areas. The proposed amendment will add new definitions, design requirements, and operational standards to outdoor dining in the public right-of-way within the Historic Main Street area, which will apply only to eating establishments with, or without, alcohol sales or consumption within properties that front Main Street, where the outdoor dining area is along Main Street, and are zoned CC-2. The amendment will include design guidelines and specific operational requirements by various City and State departments, such as the Public Works Department, the Police Department, the Community and Economic Development Department, the Building and Safety Division, and the State of California Alcohol Beverage Control Department (ABC).

Application Requirements and Review Process:

The review and approval procedures for a Main Street Outdoor Dining Permit will vary based on the applicant's request, any existing approvals for the associated eating establishment, and whether the applicant is requesting, or has already obtained, Conditional Use Permit (CUP) approval for the sales and consumption of alcohol for the eating establishment.

Pursuant to the proposed amendments, eating establishments that are requesting outdoor dining in the public right-of-way, but which are not requesting to sell and serve alcohol to patrons, can obtain approval from the Director of the Community and Economic Development Department. A public hearing is not required for a Director's approval, however, property owners on Main Street will be notified of the request and have the opportunity to provide written comments. If objections are received, the Director may elevate the review to the Zoning Administrator or Planning Commission pursuant to the public hearing process. Decisions of the Director may be appealed to the Planning Commission, in which case a public hearing would be held.

If an eating establishment proposes to serve alcohol within the outdoor dining area, it must obtain a new or amended Conditional Use Permit pursuant to the provisions of Municipal Code Section 9.18.060, and the Main Street Outdoor Dining Permit application would be processed and considered in conjunction with the Conditional Use Permit.

Proposed findings that must be made by the Director or City hearing body to approve a Main Street Outdoor Dining Permit include the following:

- The proposed outdoor dining area in the public right-of-way is consistent with the City's General Plan, all applicable development standards and Building Code requirements, and all other applicable Title 9 provisions;
- The proposed outdoor dining area in the public right-of-way will be complimentary to, and not inconsistent with, the underlying dedication for public right-of-way or the City's title or estate in the underlying public right-of-way;
- The applicant has demonstrated a satisfactory ability and willingness to comply with the Garden Grove Municipal Code and pertinent conditions to previously issued permits, licenses, and City land use approvals with respect to operation of the adjacent eating establishment;
- The proposed outdoor dining activity will not be materially detrimental to the public health, safety or general welfare and will not injure or unreasonably interfere with the property or improvements of other persons located in the vicinity of the proposed outdoor dining area; and
- The City Engineer is prepared to issue an encroachment permit to the applicant for the establishment and maintenance of an outdoor dining area in the public right-of-way pursuant to Title 11.

Along with the application, the applicant will be required to submit written authorization from the property owner, evidence that the business is in compliance with previous approvals, and plans that show in detail the location, dimensions, and seating arrangement of the proposed outdoor dining area. Upon approval, the applicant will be required to obtain an encroachment permit from the Public Works Department and provide evidence of liability insurance and workers compensation valid for the duration of the permit year, per the proposed amendments to Title 11.

Design Requirements:

The proposed amendment will establish design standards for outdoor dining areas in the public right-of-way within the Historic Main Street area, to be added to Municipal Code Section 9.18.090.050, Additional Regulations Specific to the CC-2 Zone. Establishing design standards will encourage outdoor dining areas to be architecturally and aesthetically compatible with the historic character of Main Street, as well as ensure that the outdoor dining area be designed to meet applicable Building Codes, ABC requirements, and comply with the ADA.

The proposed amendment will require outdoor dining areas to only be permitted in areas where a minimum four-foot wide sidewalk can be maintained for pedestrian path of travel, as required by the ADA, and in areas where the outdoor dining does not interfere with visibility, vehicular or pedestrian mobility. In addition, the proposed amendment will require outdoor dining areas to be located directly in front of the associated tenant space fronting Main Street, without extending across adjacent tenant spaces.

ABC requires a firmly anchored fabricated barrier around the outdoor dining area if alcohol is being served. If the sale of alcohol is not being proposed, a barrier is optional, but should comply with the guidelines established by the amendment, including the ADA and aesthetic requirements for the Historic Main Street area. The design of the fabricated barrier is to be consistent with the aesthetic and architectural character of the Historic Main Street area (see example in the image below), and must be wrought iron or a material approved by the Community and Economic Development Department. The proposed amendment will prohibit the following materials: fabric or canvas inserts, chain link fencing, plastic, vinyl, chicken wire, and cyclone fencing, which is not consistent with the historic character of Main Street. To prevent injuries incurred by the barrier, the amendment will prohibit fencing with spears, spikes, and/or finials.



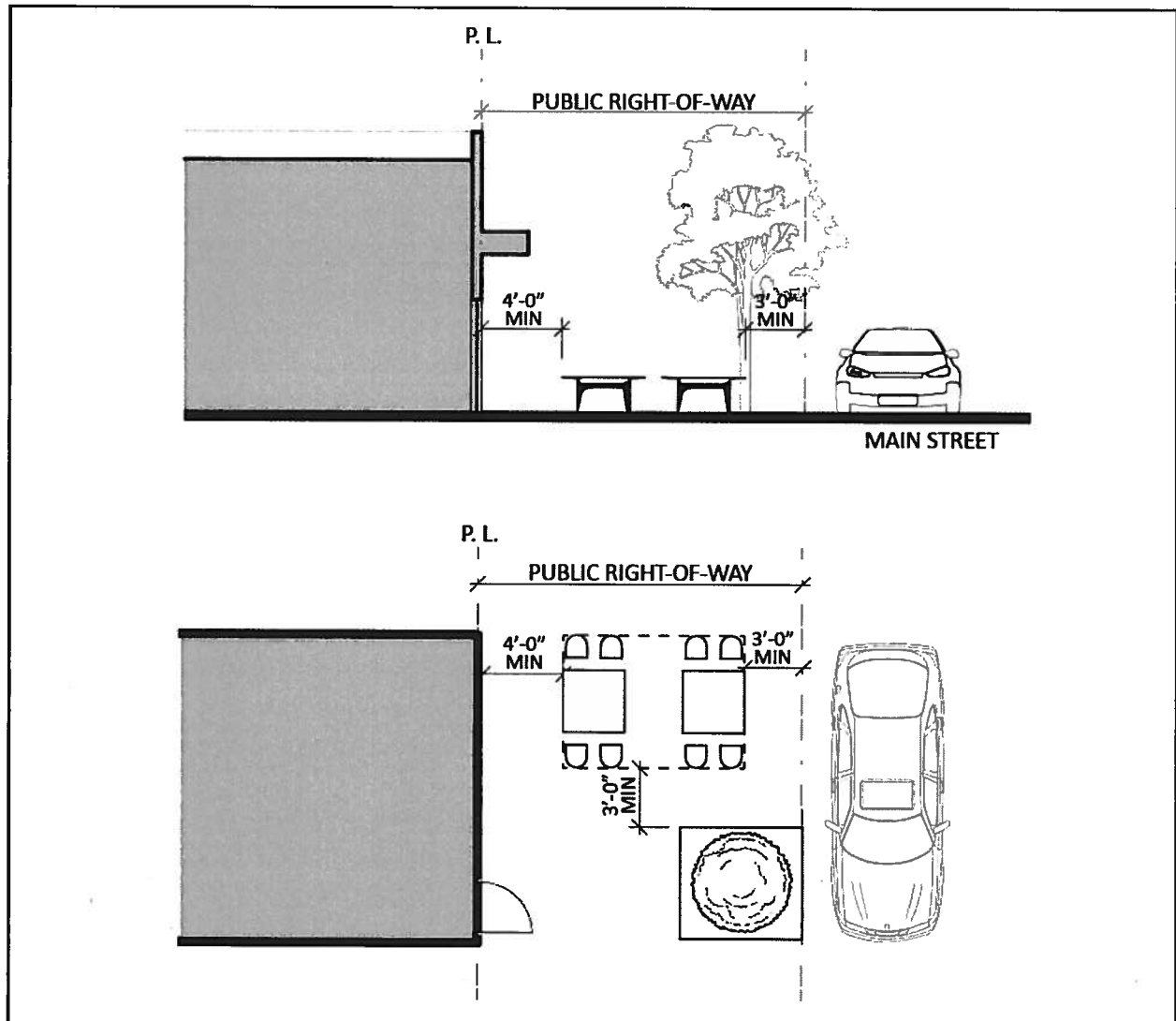
Example of a fabricated wrought iron barrier

Barriers, if provided, must be firmly anchored to the ground at a maximum height of 3'-6", to meet the requirements of the ABC and the Garden Grove Police Department.

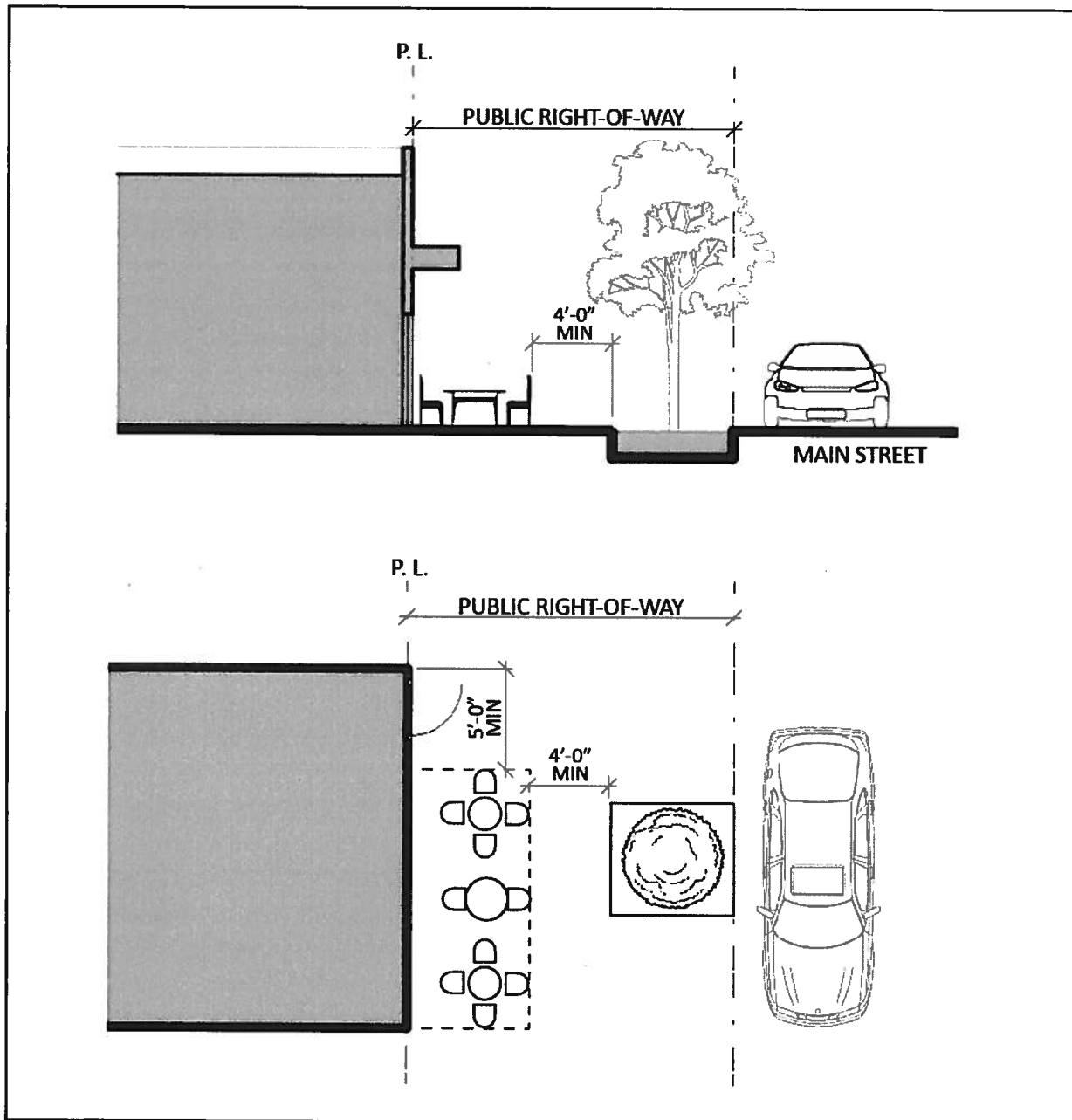
To maintain compliance with the ADA and Building Code requirements, a three-foot clearance around dining furniture that does not encroach into the required four-foot walkway will generally be required, as well. However, in no case shall trees or planters be removed or relocated to meet the required clearance. The amount of seating that will be permitted in an outdoor dining area will depend on the location

of any trees, benches or lamp posts in the right-of-way and will be subject to applicable Building Code occupancy limits.

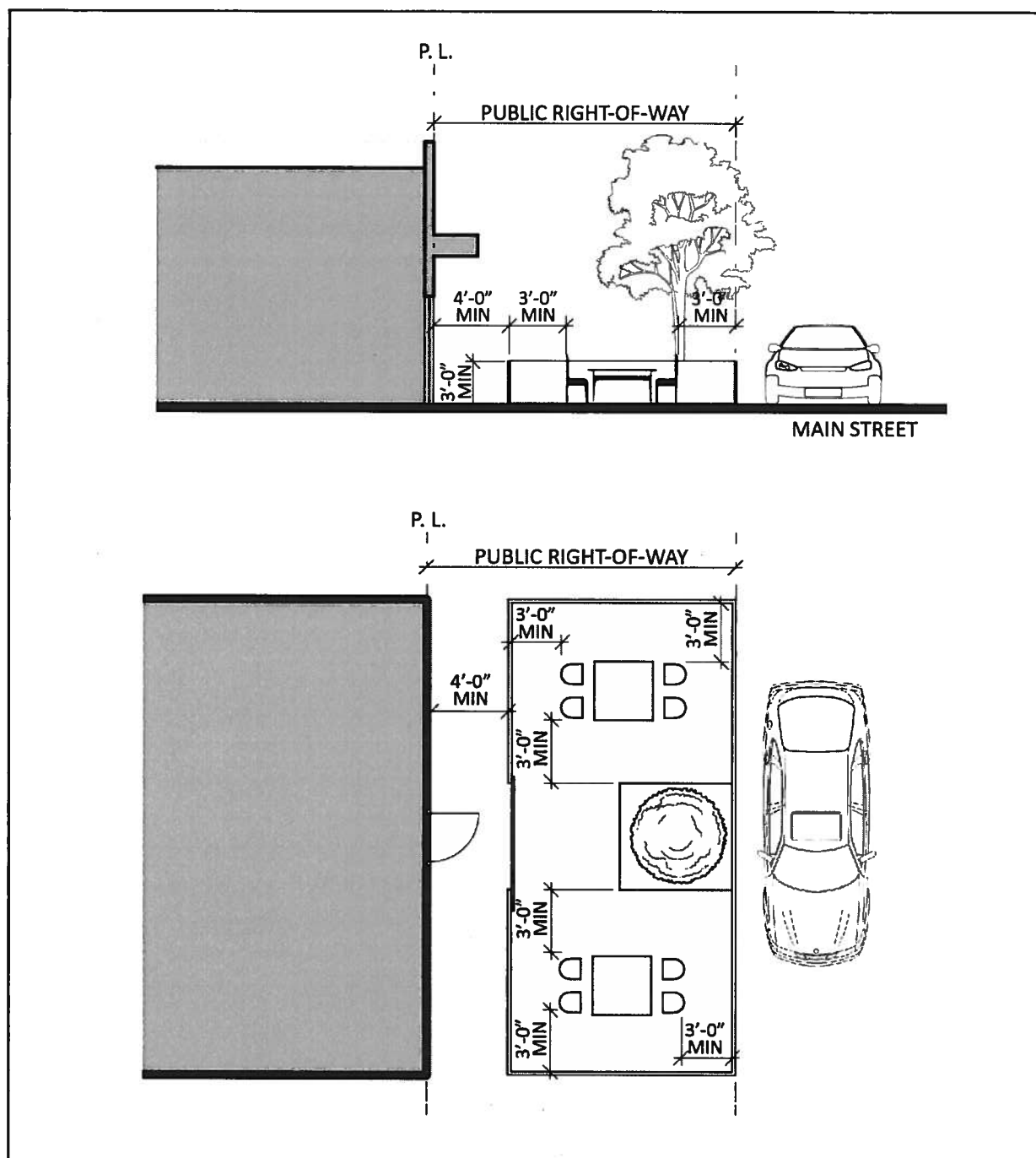
The following diagrams offer possible arrangement of tables and seating for outdoor dining in the public right-of-way given the existing conditions along Main Street. The diagrams illustrate clearances required, barrier placement, and location of seating in relation to existing tree wells, building storefront, and street parking. Nevertheless, the design of the dining area is to comply with the standards of the ADA, which requires that a minimum four-foot walkway be maintained at all times, whether the seating is located along the storefront, or adjacent to the street parking area.



Example of an outdoor dining area in the public right-of-way without a barrier



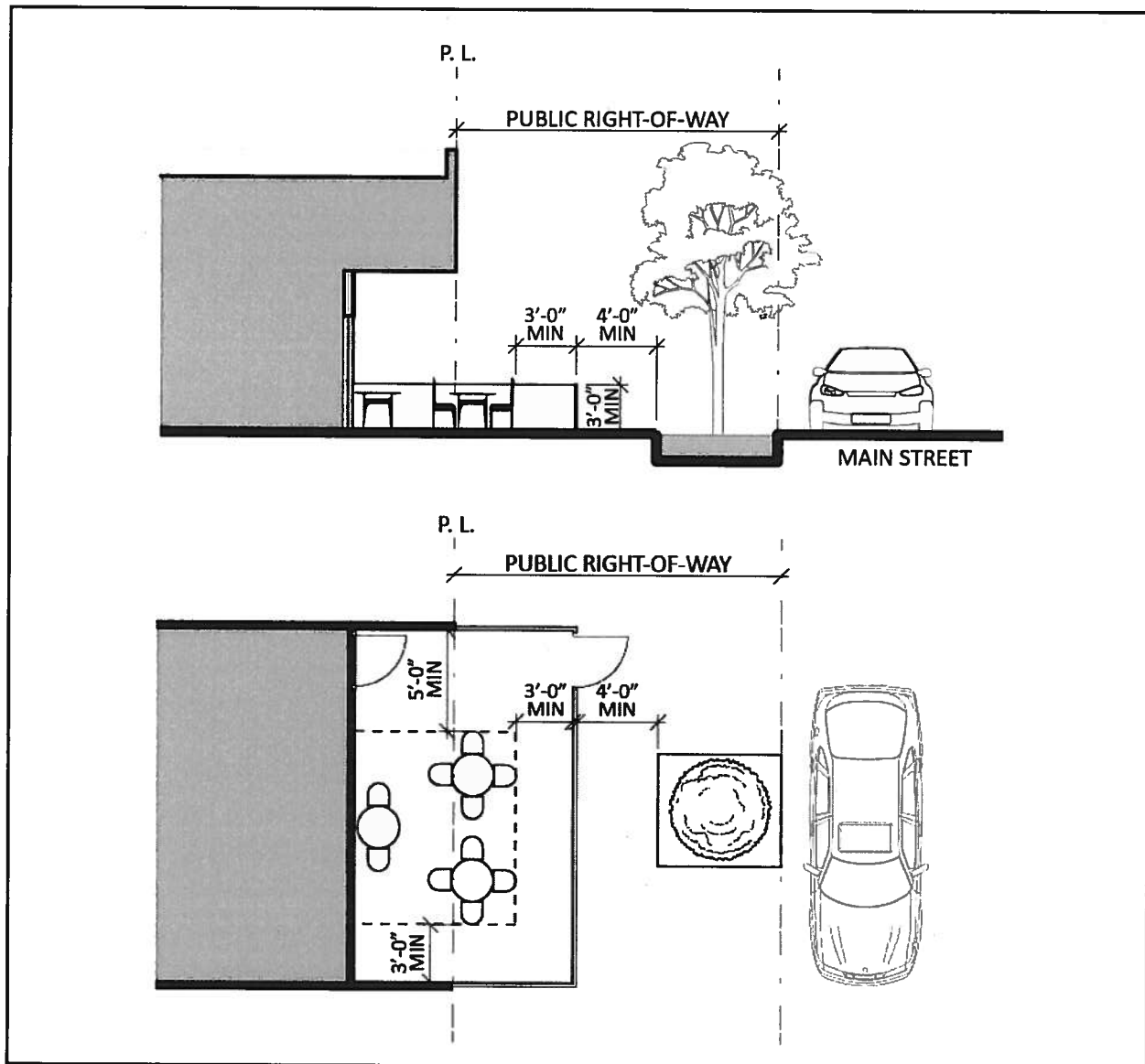
Example of an outdoor dining area in the public right-of-way abutting a storefront wall without a barrier



Example of an outdoor dining area in the public right-of-way with a barrier

The proposed code amendment will allow for the alteration of building façades to accommodate an outdoor dining alcove within the existing building footprint in conjunction with an outdoor dining area that encroaches into the public right-of-way. Altering the building façade for a dining alcove allows for a larger outdoor dining area, while continuing to maintain the required four-foot walkway. Should an applicant request to modify the existing storefront to create an outdoor dining alcove, the design must include an entrance from the public right-of-way leading to

the establishment, and the height of the alcove will be limited to one story. The proposed building façade should fully enclose the building area behind the outdoor dining area, with the exception of doors and operable windows. The amendment will also require that the outdoor dining alcove and the storefront, including glazing, be aesthetically and architecturally compatible with the existing building and the character of the Historic Main Street area. Any proposed building alterations to allow for a dining alcove will require review and recommendation by the Zoning Administrator and the Downtown Commission per Section 9.18.090.050.3 (Building Design Plan) of Title 9 of the Municipal Code. The diagram below illustrates an outdoor dining alcove with seating encroaching into the public right-of-way.



Example of a dining alcove in conjunction with an outdoor dining area in the public right-of-way with a barrier

To meet the intent of the CC-2 zone to preserve the Main Street character, the proposed amendment will require that the design of the dining area, including tables and chairs proposed, be architecturally and aesthetically compatible with the Historic Main Street area. The tables, chairs, and barrier, should be consistent with the design of the existing buildings on Main Street, as well as the planters, lamps, benches, and other streetscape elements that exist within the right-of-way along Main Street.

Operational Requirements:

The proposed amendment will also address operational requirements for outdoor dining areas in the public right-of-way within the Historic Main Street area, as required by ABC and the Garden Grove Police Department, to limit impacts to the neighboring area. It is proposed that the outdoor dining areas be for sit-down food and beverage service only, where the sales of food must accompany any sales and service of alcohol, and will prohibit stand-up only service. Should alcohol be served in the outdoor dining area, the alcoholic beverages must be served, delivered and/or removed to and from the outdoor dining area by the associated eating establishment business staff. The hours of operation of the outdoor dining area are to be limited to 10:00 p.m., seven days per week, and entertainment will not be allowed in the outdoor dining area to limit noise and impacts to the surrounding area.

Furthermore, the proposed amendment would establish maintenance guidelines, as required by Garden Grove's Public Works and the Community and Economic Development Departments. Outdoor dining areas are to be kept in a good state of repair and should be maintained in a clean, safe, and sanitary condition. In addition, all building entryways and the required pedestrian path of travel must be kept clear and unobstructed at all times. With the exception of the barriers, all furniture and umbrellas are to be removed and stored inside the associated tenant space during nonbusiness hours to prevent storage within the outdoor dining area.

Encroachment Permit Requirements:

An applicant will be required to simultaneously apply for, and obtain approval of, an encroachment permit from the Public Works Department in order to maintain an outdoor dining area in the public right-of-way. The encroachment permit must be renewed on an annual basis with the Public Works Department in order to continue the use of the outdoor dining area in the public right-of-way. A new encroachment permit is to be required in the event the eating establishment changes ownership. Along with the permit renewal application, proof of commercial general liability insurance and workers compensation insurance is to be submitted for the life of the renewal period. Under the encroachment permit, the City will have the right to temporarily suspend or prohibit the operation of an outdoor eating establishment in the public right-of-way at any time if necessary to safeguard the public health, safety or welfare or to avoid interference with special events, street or sidewalk improvements or cleaning, or similar activities. In the event the business operator ceases use of the outdoor dining area, all barriers are to be removed, and the paving is to be returned to its original condition, as required by the Public Works Department.

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Adopt the proposed Resolution recommending approval of Amendment No. A-022-2018 to the City Council.



LEE MARINO
Planning Services Manager

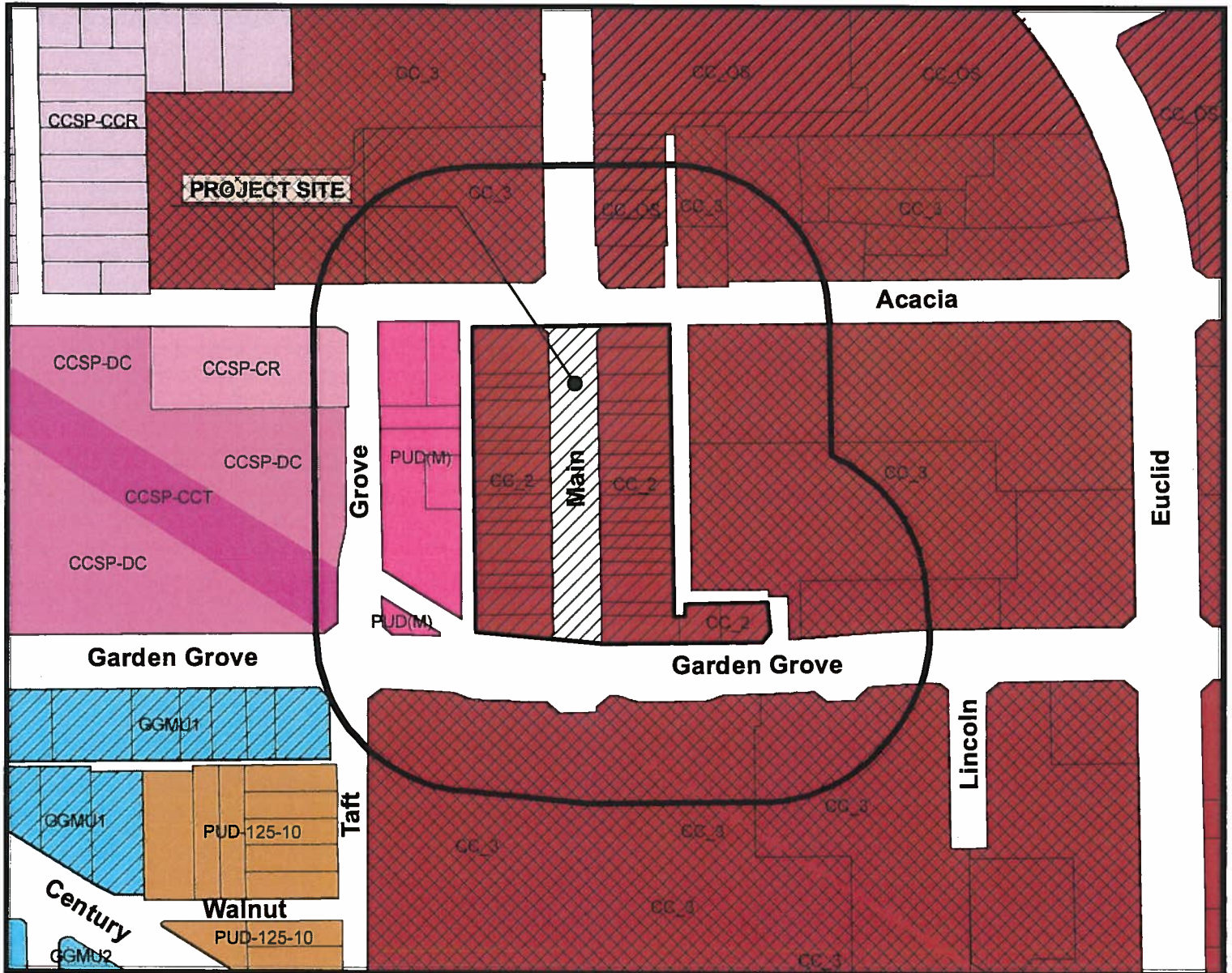


By: Mary Medrano
Associate Planner



GARDEN GROVE

AMENDMENT NO. A-022-2018



LEGEND

 PROJECT SITE: CC-2 ZONE

 300 FEET RADIUS

NOTES

1. GENERAL PLAN: CIVIC CENTER MIXED USE
2. ZONING: CC-2 (CIVIC CENTER MAIN STREET)

0 125 250 500 750 1,000 Feet



RESOLUTION NO. 5929-18

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOMMENDING THAT THE CITY COUNCIL APPROVE AMENDMENT NO. A-022-2018, A ZONING TEXT AMENDMENT TO CHAPTERS 9.18 (MIXED USE REGULATIONS AND DEVELOPMENT STANDARDS) AND 9.32 (PROCEDURES AND HEARINGS) OF TITLE 9 OF THE CITY OF GARDEN GROVE MUNICIPAL CODE TO ESTABLISH REGULATIONS PERTAINING TO OUTDOOR DINING AREAS IN THE PUBLIC RIGHT-OF-WAY ON HISTORIC MAIN STREET.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on September 6, 2018, does hereby recommend that the City Council approve Amendment No. A-022-2018.

BE IT FURTHER RESOLVED in the matter of Amendment No. A-022-2018, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The case was initiated by the City of Garden Grove.
2. The City of Garden Grove is proposing a zoning text amendment to portions of Chapters 9.18 (Mixed Use Regulations and Development Standards) and 9.32 (Procedures and Hearings) of Title 9 of the City of Garden Grove Municipal Code to establish regulations pertaining to outdoor dining in the public right-of-way on Historic Main Street area. The proposed zoning text changes are set forth in Exhibit "A" attached hereto.
3. The Planning Commission recommends the City Council find that the proposed 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. Pursuant to legal notice, a public hearing was held on September 6, 2018, and all interested persons were given an opportunity to be heard.
5. Report submitted by City staff was reviewed.
6. The Planning Commission gave due and careful consideration to the matter during its meeting of September 6, 2018.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission are as follows:

FACTS:

Recently, the City has received numerous requests from eating establishment owners within the Historic Main Street area for outdoor dining in the public right-of-way between Garden Grove Boulevard and Acacia Parkway. Historically, the public right-of-way has been an area designated for pedestrian and vehicular travel, however, City events, such as the Garden Grove Farmer's Market and Car Show, have been held periodically within Main Street.

Parallel parking exists on the east and west sides of Main Street, however, there is no curb separating the walkway from the street parking area. The existing width of the public right-of-way along Main Street is 75 feet, with a 15-foot walkway between the front property line of each storefront and the parallel parking spaces. Therefore, it is proposed that outdoor dining areas in the public right-of-way be only allowed within the 15-foot area directly in front of the eating establishment to allow vehicular travel to remain as is.

Currently, eating establishment/restaurant uses within the Historic Main Street area, which are a permitted use in the CC-2 zone, are not permitted to have outdoor dining that encroaches into the public right-of-way. However, the City recognizes that visitors and individual businesses within the Historical Main Street area may benefit from outdoor dining in the public right-of-way. Outdoor dining in the public right-of-way may invigorate the street, while offering restaurants an opportunity for additional seating. The City's General Plan encourages outdoor dining in the Civic Center to be a pedestrian friendly area to contribute to the walkability appeal of Downtown, encourage opportunities for social interaction, and contribute to Downtown's identity and streetscape, as well as to "*preserve the Main Street character and charm.*" Moreover, outdoor dining in the public right-of-way may be a unifying element throughout the Downtown that will encourage new businesses to open in the Historic Main Street area. As a result, the City is proposing a zoning text amendment that will establish design standards and guidelines to ensure that outdoor areas dining in the public right-of-way are of high quality design to contribute to the creation of a functional and aesthetically pleasing streetscape that suits the historic character of Main Street.

The proposed Land Use Code amendments would establish a process for eating establishments fronting Historic Main Street to obtain a Main Street Outdoor Dining Permit authorizing them to maintain and use an outdoor dining area in the public right-of-way that is incidental and accessory to the eating establishment use and would address design standards, aesthetic concerns, and operational requirements for these outdoor dining areas.

FINDINGS AND REASONS:

1. The Amendment is internally consistent with the goals, objectives, and elements of the City's General Plan.

The General Plan 2030 Land Use Element established the Civic Center Area as the "Heart of the City" and encourages the area to have pedestrian friendly streets that provide a human scale and balance between vehicular and pedestrian traffic. The City's General Plan encourages opportunities for social interaction that contribute to Downtown's identity and streetscape, as well as to "*preserve the Main Street character and charm.*" The Community Design Element, under Goal CD-5, identifies Main Street as one of Garden Grove's landmarks and encourages its unique character and pedestrian friendly environment be kept and enhanced with outdoor dining and streetscape in character with the Civic Center area. The proposed amendment encourages outdoor dining along Main Street, which will add to Downtown's identity to meet the intent of the City's General Plan under Goal LU-10, the restoration of the Civic Center as the heart of the City. Moreover, to preserve the Main Street character, the proposed amendment will require that the design of the dining area be architecturally and aesthetically compatible with the Historic Main Street area, and in keeping with the design of the existing buildings, and planters, lamps, benches, and other streetscape elements that exist within the right-of-way.

2. The Amendment will promote the public interest, health, safety, and welfare.

The design and operational standards proposed in this amendment promote the public interest, health, safety, and welfare by providing regulations that will limit impacts to the neighboring area. The proposed amendment will address the requirements of City and State departments, such as the City of Garden Grove's Public Works Department, Police Department, and the Community and Economic Development Department, as well as the State of California Alcoholic Beverage Control Department (ABC), and the Americans with Disabilities Act (ADA) for outdoor dining in the public right-of-way within the Historic Main Street area. Allowing for outdoor dining in the public right-of-way for eating establishments along Main Street, with the proposed design and operational requirements, ensures that the outdoor dining area will not interfere with the public interest, health, safety, and welfare of the neighboring properties or the Civic Center area. The proposed amendment limits outdoor dining areas to areas of the public right-of-way that are able to maintain proper accessibility and will not interfere with visibility, vehicular or pedestrian mobility or access, while maintaining the character and architectural aesthetics of the Historical Main Street area.

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 reasons set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. Amendment No. A-022-2018 possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.32.030.D.1 (Code Amendment).
2. The Planning Commission recommends that the City Council approve Amendment No. A-022-2018.

Adopted this 6th day of September 2018

ATTEST:

/s/ GEORGE BRIETIGAM
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 September 6, 2018, by the following vote:

AYES:	COMMISSIONERS:	(5)	BRIETIGAM, LAZENBY, NGUYEN, SALAZAR, TRUONG
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(2)	KANZLER, LEHMAN

/s/ JUDITH MOORE
RECORDING SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is September 27, 2018.

DRAFT MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

PUBLIC HEARING – AMENDMENT NO. A-022-2018. FOR PORTIONS OF PUBLIC RIGHT-OF-WAY LOCATED WITHIN THE HISTORICAL MAIN STREET AREA, NORTH OF GARDEN GROVE BOUELVARD, SOUTH OF ACACIA PARKWAY.

Applicant: CITY OF GARDEN GROVE

Date: September 6, 2018

Request: City-initiated zoning text amendment to Title 9 of the Garden Grove Municipal Code to add new definitions, operating conditions, and development standards to outdoor dining in the public right-of-way within the Historical Main Street area that involve eating establishments with or without alcohol sales for onsite consumption for properties that are zoned CC-2 (Civic Center Main Street). The Planning Commission will make a recommendation to the Garden Grove City Council regarding the proposed Amendment and a determination that it is categorically exempt from the California Environmental Quality Act pursuant to CEQA Section 15061(b)(3) – Review for Exemption. The site is in the CC-2 (Civic Center Main Street) zone.

Action: Public Hearing held. Speaker(s): Angelo Tavlarides spoke in support.

Action: Resolution No. 5929-18 was approved.

Motion: Truong Second: Salazar

Ayes: (5) Brietigam, Lazenby, Nguyen, Salazar, Truong

Noes: (0) None

Absent: (2) Kanzler, Lehman

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 Haaker Equipment Company for one (1) new Vactor sewer cleaning truck. (Cost: \$498,200.44)(<i>Action Item</i>)		
Date:	9/25/2018		

OBJECTIVE

To secure City Council authorization to purchase one (1) new Vactor sewer cleaning truck from Haaker Equipment Company through the Sourcewell Cooperative Purchasing (SCP) competitive bid program, Contract #122017-FSC.

BACKGROUND

The Public Works Department has one (1) Vactor sewer cleaning truck that currently meets the City's guidelines for replacement and was approved through the Fiscal Year 2018/19 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 SCP nationally solicits, evaluates and awards contracts through a competitive bid process. As a member, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent SCP competitive bid program, Contract #122017-FSC. The results deemed Haaker Equipment Company as the lowest responsive bidder.

Haaker Equipment Company	\$498,200.44*
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*This price includes all applicable tax and destination items

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$410,000 to the Fleet

Management Fund, and \$88,200.44 to the Sewer Operation Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the City Manager to issue a purchase order in the amount of \$498,200.44 to Haaker Equipment Company for the purchase of one (1) new Vactor sewer cleaning truck.

By: Steve Sudduth
Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of purchase agreements for the acquisition of portions of 10965-10971 Westminster Avenue and 10872-10900 Westminster Avenue, Garden Grove, affected real properties for the Euclid Street and Westminster Avenue Intersection Improvement Project. (Cost: \$529,000) (<i>Action Item</i>)		
		Date:	9/25/2018

OBJECTIVE

Authorize the City Manager to execute the right-of-way purchase agreements for the acquisition of affected real properties for Euclid Street and Westminster Avenue intersection improvement project. The portions of the properties to be purchased by the City include approximately 2,676 SF of 10965-10971 Westminster Avenue (APNs: 099-362-20 & 21) currently owned by FJ Hanshaw Enterprises, Inc.; and approximately 3,190 SF of 10872-10900 Westminster Avenue (APNs: 099-181-01, 59, & 60) currently owned by HMZ Retail, LP.

BACKGROUND

In August 2016, Orange County Transportation Authority (OCTA) issued a call for projects for Measure M2's Comprehensive Transportation Funding Program (CTFP). CTFP is the mechanism by which OCTA administers competitive funding for streets and road projects, including the Intersection Capacity Enhancement Program, which funds capital improvements, such as the addition of through and/or turning lanes at qualifying intersections.

City Council approved a Negative Declaration for the project on November 22, 2016, as recorded in Resolution No. 9395-16. A Notice of Determination was subsequently approved and recorded by the Orange County Recorder's Office on November 29,

2016.

OCTA granted the City right-of-way (ROW) acquisition funding under Agreement No. C-1-2764 with the effective starting date of July 1, 2017, in the amount of \$784,326. The 25% local share (matching funds) will be drawn from the City's gas tax funds.

DISCUSSION

Staff acquired the services of CPSI, a real property agent, who assisted the City in negotiating with the property owners. They were able to negotiate the following amounts in consultation with staff:

Property Owner	Address	Total
FJ Hanshaw Enterprises, Inc.	10965-10971 Westminster Ave	\$ 157,000
HMZ Retail, LP	10872-10900 Westminster Ave	\$ 372,000
TOTAL		\$ 529,000

FINANCIAL IMPACT

There is no impact to the General Fund. The CTFP program provides 75% of the funding, or \$402,750 for this project, and requires a 25% local match. City's gas tax will be used to provide matching funds in the amount of \$134,250.

RECOMMENDATION

It is recommended that the City Council:

- Approve the acquisition of portions of property located at 10965-10971 Westminster Avenue currently owned by FJ Hanshaw Enterprises, Inc., in the amount of \$157,000; and 10872-10900 Westminster Avenue currently owned by HMZ Retail, LP, in the amount of \$372,000; and
- Authorize the City Manager to execute the real property purchase agreements on behalf of the City and make minor modifications as appropriate thereto.

By: Mike Santos, P.E.
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
HMZ PURCHASE AGREEMENT	9/11/2018	Backup Material	Purchase_Agreement_-_HMZ_Retail.pdf

Project: Euclid Street and Westminster Avenue Intersection Improvement Project
Project No.: 7287-2017
APN: 099-181-01, 59 & 60

**RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY
INTEREST AND ESCROW INSTRUCTIONS**

THIS RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY INTEREST AND ESCROW INSTRUCTIONS ("**Agreement**"), dated and entered into for solely for reference purposes as of _____, 2018, by and between the CITY OF GARDEN GROVE, a California municipal corporation ("**Buyer**") and **HMZ Retail, L.P.** ("**Seller**"), with reference to the following facts:

RECITALS

- A. Seller is the owner of certain real property known as Assessor's Parcel No. 099-181-01, 59 & 60 (the "**Parcel**") and Buyer wishes to purchase a portion of such Parcel comprised of approximately (3,190) square feet, located in the City of Garden Grove (the "**City**"), the County of Orange (the "**County**"), State of California (the "**State**"), which portion is more particularly described on Exhibit A and shown on Exhibit B attached hereto (the "**Fee Area**").
- B. Seller desires to convey to Buyer and Buyer desires to acquire from Seller Fee interest to the Fee Area, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Seller, Buyer and Seller (hereinafter collectively referred to as the "**parties**", or individually as a "**party**") hereby agree as follows:

1. **PURCHASE AND SALE.**

1.1. **Agreement to Buy and Sell.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, a fee interest and right-of-way for streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, over, under, along and across all that real property in the Fee Area as such area, scope and use is more particularly described in the Grant Deed attached hereto as Exhibit C (the "**Fee Interest**"), which Exhibits A and B attached hereto that define the Fee Area shall be made a part of.

1.2 **Excluded Property.** Seller shall have the right and option to remove any and all personal property and fixtures attached to the Fee Area, including but not limited to the

sign, irrigation and utilities lines.

1.3. Purchase Price. The purchase price ("**Purchase Price**") for the Fee Interest shall be **Three Hundred Seventy-Two Thousand Dollars and No Cents (\$372,000.00)** payable in cash at the Close of Escrow as defined and provided for herein.

1.4. Construction Contract Work. As part of the construction of the Euclid Street and Westminster Avenue Intersection Improvement Project, Project No. 7287-2017, (the "Project"), the City will remove, or caused to be removed the improvements within the Fee Area, including landscaping, irrigation, asphalt and parking spaces.

1.4.1. _The City will provide Seller with an offsite improvement plan starting from the back of the existing sidewalk to the new right of way line within 60 day from offer acceptance.

1.5. Certificate of Compliance. Seller's obligation to sell the Fee Area shall also be contingent on Buyer, at Buyer's sole cost, to prepare a legal description and plat map for the purposes of recording a Certificate of Compliance for the Remainder Parcel(s). As such, Escrow Holder is, and shall be, instructed that Escrow shall not close unless and until the certificate of compliance process has been completed. Buyer, at its sole cost, agrees to prepare the survey and legal description for both the Fee Area and the Remainder Parcel and record the Certificate of Compliance concurrently with the Grant Deed through Escrow.

2. ESCROW AND CLOSING.

2.1. Opening of Escrow. Within fourteen (14) business days after execution of this Agreement by the last of Seller or Buyer, Buyer shall open an escrow (the "**Escrow**") with First American Title Company at the address set forth in Section 7.12 ("**Escrow Holder**"), by depositing with Escrow Holder this Agreement fully executed, or executed counterparts hereof. The date this fully executed Agreement is signed and accepted by Escrow Holder on the last page hereof shall be deemed the "**Opening of Escrow**" and Escrow Holder shall advise Buyer and Seller of such date in writing. The escrow instructions shall incorporate this Agreement as part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder, provided, however, that no escrow instructions shall modify or amend any provision of this Agreement, unless such escrow instruction is expressly identified and set forth in writing by mutual consent of Buyer and Seller. In the event there is an inconsistency or conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

2.2. Escrow Fees and Other Charges. At the Close of Escrow, Buyer agrees to pay all of Seller's and Buyer's usual fees, charges and costs in connection with and incidental to the conveyance of the Fee Area and Close of Escrow that may arise in this Escrow, including, but not limited to, any costs for the Standard Coverage Policy (defined below) or if elected, an ALTA Extended Coverage Owner's Policy and \$3,000 of Seller's

attorney's fees in connection with revising this Agreement.

2.3. Closing Date; Conditions Precedent to Close of Escrow. Provided all of the conditions set forth in this Section 2.3 have been satisfied (or are in a position to be satisfied concurrently with the Close of Escrow), the Close of Escrow shall occur on or before October 31, 2018 (the "**Closing Date**"). As used in this Agreement, the "**Close of Escrow**" shall mean the date the Grant Deed, as provided in Section 2.4.2(a) hereof ("**Grant Deed**"), is recorded in the Official Records of the County.

2.3.1 Conditions of Buyer for Close of Escrow. The Close of Escrow and Buyer's obligation to purchase the Fee Interest are subject to the satisfaction of the following conditions or Buyer's written waiver of such conditions, on or before the Closing Date. Buyer may waive in writing any or all of such conditions in its sole and absolute discretion.

- (a) The Purchase Price shall have been adjusted in accordance with this Agreement and a closing statement duly executed by Seller setting forth the Purchase Price and any adjustments thereto;
- (b) Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement;
- (c) No event or circumstance shall have occurred, which, in the sole opinion of Buyer, would make any of Seller's representations, warranties and covenants set forth herein untrue as of the Close of Escrow, including, but not limited to, those warranties and representations of Seller set forth in Sections 3.4 and 4.1 of this Agreement;
- (d) There shall have occurred no material adverse change in the physical condition of the Fee Area (such as those caused by natural disasters), which, in the sole opinion of Buyer, would render the Fee Area unsuitable for Buyer's intended use, materially increase the cost, or cause a material delay in the schedule for the development of the Fee Area;
- (e) The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy (defined below) covering the Fee Area, subject only to the Permitted Exceptions as set forth and determined in Section 3.1.
- (f) Seller shall have executed and submitted to Escrow Holder the Affidavit of Non-Foreign Status by Transferor (Exhibit E)
- (g) Seller shall have caused any lien or charge of any deed of trust that encumbers the Fee Area to be subordinated to the rights of Buyer under the terms of the Fee Interest.

2.3.2 Conditions of Seller for Close of Escrow. The Close of Escrow and Seller's obligation to sell and convey the Fee Interest are subject to the satisfaction of the following conditions or Seller's written waiver of such conditions on or before the

Closing Date. Seller may waive in writing any or all of such conditions as a condition to the Close of Escrow in its sole and absolute discretion.

- (a) The Purchase Price shall have been adjusted in accordance with this Agreement and a closing statement duly executed by Buyer setting forth the Purchase Price and any adjustments thereto;
- (b) Buyer shall have performed all obligations to be performed by Buyer pursuant to this Agreement;
- (c) No event or circumstance shall have occurred which would make any of Buyer's representations, warranties, and covenants set forth herein untrue as of the Close of Escrow including, but not limited to, those warranties and representations of Buyer set forth in Section 4.2 of this Agreement.

2.3.3 Waiver of a Condition Excuses Performance. If any condition precedent to the Close of Escrow is expressly waived, in writing, as a condition to the Close of Escrow by the party for whose benefit such condition exists, such waiver shall excuse performance by the party whose performance is required to satisfy such condition.

2.4. Closing Documents. The respective parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.4.1 Buyer's Deposits. Buyer shall deposit:

- (a) The Purchase Price together with Buyer's escrow and other cash charges; and
- (b) A Certificate of Acceptance for the Grant Deed executed by the City Manager of the City of Garden Grove (See, Exhibit C).

2.4.2 Seller's Deposits. Seller shall deposit:

- (a) The Grant Deed in the form of Exhibit C attached hereto, appropriately executed to convey the Fee Interest subject only to the Permitted Exceptions (defined below);
- (b) Subject to Section 2.5.1 below, an executed Affidavit of Non-foreign Status in the form of Exhibit D attached hereto and such other documentation necessary to exempt Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder; and
- (c) Subject to Section 2.5.1 below, a Withholding Exemption Certificate Form 593 as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit") duly executed by Seller.

2.4.3 Deposits of Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to

proceed to the Close of Escrow and consummate the grant of the Fee Interest in accordance with the terms of this Agreement.

2.5. Closing.

2.5.1 Withholding. In the event that, pursuant to Section 2.4.2(b) above, Seller fails to deposit with Escrow Holder the executed Affidavit of Non-foreign Taxpayer Status which exempts Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, Seller hereby authorizes Escrow Holder to withhold ten percent (10%) of the Purchase Price less any applicable closing costs and to report and transmit the withheld amount to the Internal Revenue Service. Additionally, in the event that, pursuant to Section 2.4.2(c) above, Seller fails to deposit with Escrow Holder any applicable tax document which exempts Buyer from California withholding requirements, if any, Seller hereby authorizes Escrow Holder to withhold such additional percentage of the Purchase Price of the Fee Interest as is required by California law, and Escrow Holder shall report and transmit the withheld amount in the manner required by California law. By agreeing to act as Escrow Holder hereunder, Escrow Holder expressly agrees to undertake and be responsible for all withholding obligations imposed pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and under any similar provisions of California law, and shall defend, indemnify and hold Buyer harmless in connection with such obligations.

2.5.2 Necessary Actions of Escrow Holder. On the Close of Escrow, Escrow Holder shall in the following order: (i) record the Grant Deed and Certificate of Acceptance in the Office of the County Recorder of the County; (ii) pay any transfer taxes; (iii) instruct the County Recorder to return the Grant Deed to Buyer; (iv) distribute to Seller the Purchase Price; and (v) deliver to Buyer the Title Policy covering the Fee Area subject only to the Permitted Exceptions, the Affidavit of Non-foreign Status, and the applicable California withholding exemption form, if any.

2.5.3 Real Estate Taxes. The parties acknowledge that Buyer is a public entity and exempt from payment of any real property taxes and assessments and thus, there will be no proration of such taxes or assessments. If required by Buyer, Seller will be responsible for payment of any real property taxes and assessments due and unpaid prior to Close of Escrow and recording of the Grant Deed. Seller may seek a reduction or reimbursement from the Orange County Tax Assessor's office for any property taxes that have been or will be assessed for a period after the Close of Escrow as Buyer is a public agency exempt from payment of such taxes. Buyer further agrees to cooperate with Seller to provide any necessary information to the Assessor's office in connection with such request for refund.

2.6. Failure to Close; Termination.

2.6.1 Neither Party in Default. In the event that any condition set forth in Section 2.3 (and its subdivisions) is not satisfied or waived, in writing, and the Close of

Escrow does not occur within the time required herein due to the failure of such condition or the Close of Escrow does not occur within the time frame required herein for any reason other than Seller's or Buyer's breach of or default of its respective obligations hereunder, or if this Agreement is terminated without default by either party as otherwise set forth herein, then Escrow Holder, with no further instructions from the parties hereto, shall return to the depositor thereof any funds, or other materials previously delivered to Escrow Holder, the Escrow shall be automatically terminated and of no force and effect, Buyer shall pay any Escrow termination fees, and except as otherwise provided herein, the parties will have no further obligation to one another.

3. ACTIONS PENDING CLOSING.

3.1. Title Review.

3.1.1 Title Report. Within three (3) business days after the Opening of Escrow, First American Title Company (the "**Title Company**") will furnish Buyer and Seller with an updated Title Commitment on the Fee Area together with legible copies of all underlying documents referenced therein and a plot plan for the Fee Area showing all the locations of all easements referenced therein (collectively, the "**Title Commitment**").

3.1.2 Title Notices. Buyer shall have ten (10) business days after its actual receipt of the Title Commitment to deliver to Escrow Holder written notice (the "**Preliminary Title Notice**") of Buyer's approval, conditional approval, or disapproval of the title exceptions and other matters disclosed in the Title Commitment. All title exceptions not timely approved by Buyer will be deemed disapproved. All such exceptions and other matters disapproved by Buyer are referred to herein as "**Disapproved Exceptions**". It shall be the sole responsibility of Buyer to work with the Title Company to remove any Disapproved Exceptions, and if unsuccessful shall either purchase the Fee Interest subject to the Disapproved Exceptions or terminate the Agreement.

3.1.3 Permitted Exceptions. "**Permitted Exceptions**" shall mean all exceptions appearing on the Title Commitment which are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or expressly waived by Buyer pursuant to this Section 3.1.

3.2. Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue an ALTA Standard Coverage Owner's Policy of Title Insurance (the "**Standard Coverage Policy**"), showing title to the Fee Area vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions. At Buyer's option, Buyer may require an ALTA Extended Coverage Owner's Policy instead of the Standard Coverage Policy provided that Buyer pays any additional premium on account thereof. The form of title policy selected by Buyer shall be referred to herein as the "**Title Policy**". City will assist Seller

with the cost to obtain an ALTA Survey on the remainder parcel up to a cost of \$5,000.

3.3. Possession and Use. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Fee Area by the Buyer, subject to Seller's right to remove and dispose of improvements, shall commence upon the Close of Escrow. The Purchase Price includes, but is not limited to, full payment for any improvements located within the Fee Area not removed by Seller and possession and use of the Fee Area upon the Close of Escrow.

3.4. Seller's Covenant Not to Further Encumber the Fee Area. Seller shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Fee Area, or any portion thereof, or enter into any agreement to do so, so long as this Agreement is in force. Seller shall timely discharge, prior to the Closing, any and all obligations relating to work performed on or conducted at or materials delivered to or for the Fee Area from time to time by Seller, or at Seller's direction or on its behalf, in order to prevent the filing of any claim or mechanic's lien with respect to such work or materials.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties, and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow:

4.1.1 Seller's Authority. Seller has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer, shall be a valid and binding agreement of Seller.

4.1.2 Leases. There are no leases, rental agreements, or other such contracts of any kind or nature affecting possession or occupancy of the Fee Area, and Seller shall not enter into any such contracts affecting possession or occupancy of the Fee Area during the terms of this Agreement without the prior consent of Buyer.

4.1.3 No Liens and Subordination. Seller warrants that at the time of the Close of Escrow, Seller shall have caused any mechanics', laborers', materialmen's or service liens and charge of any deed of trust that encumbers the Fee Area to be subordinated to the rights of Buyer under the terms of the Grant Deed.

4.1.4 No Untrue Statements or Omissions of Fact. Each of the representations and warranties made by Seller in this Agreement, or in any exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and

warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the representations or warranties in this Agreement untrue.

4.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow:

4.2.1 Buyer's Authority. Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

4.2.2 Buyer's Investigation; "As Is" Purchase. Except as otherwise expressly provided in this Agreement:

- (a) Except as set forth herein, there are no representations or warranties of any kind whatsoever, express or implied, made by the Seller in connection with this Agreement, the purchase of the Fee Area by the Buyer, or the physical condition of the Fee Area;
- (b) On or before the Closing Date, the Buyer will have (or will have chosen not to have) fully investigated the Fee Area and all matters pertaining thereto;
- (c) The Buyer is not relying on any statement or representation of the Seller, its agents or its representatives nor on any information supplied by the Seller, its agents or its representatives, except as expressly provided in this Agreement;
- (d) The Buyer, in entering into this Agreement and in completing its purchase of the Fee Area, is relying entirely on its own investigation of the Fee Area based on its extensive experience in and knowledge of real property in Southern California;
- (e) On or before the Closing Date, the Buyer will be aware (or will have chosen not to be aware) of all title matters; zoning regulations; other governmental requirements; site and physical conditions; structural, mechanical or other physical conditions of the Fee Area; Hazardous Materials (defined below) or environmental condition of the Fee Area; soils conditions for the Fee Area; other matters affecting the use and condition of the Fee Area; and any other contingency or other matter whatsoever; and
- (f) The Buyer shall purchase the Fee Area in its "as is" condition as of the date of Closing Date.

4.2.3 No Untrue Statements or Omissions of Fact. Each of the representations and

warranties made by Buyer in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances which are contrary to the representations and warranties contained in this Agreement.

4.3 Release and Waiver.

4.3.1 Release and Waiver. If this transaction closes and the Buyer acquires title to the Fee Area, the Buyer, on behalf of itself and its successors, assigns and successors in interest, hereby releases the Seller from, and waives any right to pursue the Seller for, any and all Claims (as defined below) (including, but not limited to, Claims arising under any Environmental Law as defined below), arising out of, related in any way to, or resulting from or in connection with, in whole or in part, the Fee Area or any other matters relating to the Fee Area, including, without limitation, the actual or suspected presence, use, generation, storage, disposal, release or transport of Hazardous Materials (defined below) in, on, under, above, about, to, through or from the Fee Area.

(a) **Waiver of California Civil Code Section 1542.** In that connection, and in connection with any other release in this Agreement, the Buyer, on behalf of itself, its successors, assigns and successors in interest, waives the benefit of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

(b) **Definitions.**

(i) **"Claims"** means any and all claims, losses, costs, damages, injuries, penalties, enforcement actions, fines, taxes, remedial actions, removal and disposal costs, investigation and remediation costs and expenses (including, without limit, reasonable attorneys' fees, litigation, arbitration and administrative proceeding costs, expert and consultant fees and laboratory costs), sums paid in settlement of claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance's, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, losses and expenses, of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether now existing, existing prior to the date of this

Agreement or arising after the date of this Agreement, or which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth at length in this Agreement.

(ii) **"Hazardous Material"** means (1) petroleum or any petroleum product or fraction thereof, (2) asbestos, (3) any substance, product, waste or other material of any nature whatsoever which is or becomes regulated or listed by any local, state or federal governmental authority, entity or agency or pursuant to any Environmental Law (as defined below), including, without limitation, any substance defined as "hazardous substances," "hazardous materials," or "toxic materials" by any Environmental Law, and (4) any substance, product, waste or other material otherwise defined in this paragraph as a Hazardous Material which may give rise to any liability under any Environmental Law or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court.

(iii) **"Environmental Law"** means any federal, state or local law, regulation, guideline, code, ordinance, rule, resolution, order or decree regulating the use, generation, handling, storage, treatment, transport, decontamination, clean-up, removal, encapsulation, enclosure, abatement or disposal of any Hazardous Material, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time, including, without limitation: (1) the *Comprehensive Environmental Response, Compensation and Liability Act* (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Sections 9601 et seq.); (2) the *Resource Conservation and Recovery Act* (42 U.S.C. Sections 6901 et seq.); (3) the *Toxic Substances Control Act* (15 U.S.C. Sections 2601 et seq.); (4) the *Clean Water Act* (33 U.S.C. Sections 1251 et seq.); (5) the *Clean Air Act* (42 U.S.C. Sections 7401 et seq.); (6) the *Safe Drinking Water Act* (21 U.S.C. Sections 349, 42 U.S.C. Sections 201 and Section 300f et seq.); (7) the *National Environmental Policy Act* (42 U.S.C. Sections 4321 et seq.); (8) the *Superfund Amendments and Reauthorization Act of 1986* (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (9) *Title III of the Superfund Amendment and Reauthorization Act* (40 U.S.C. Sections 1101 et seq.); (10) the *Uranium Mill Tailings Radiation Control Act* (42 U.S.C. Sections 7901 et seq.); (11) the *Occupational Safety & Health Act* (29 U.S.C. Sections 651 et seq.); (12) the *Federal Insecticide, Fungicide and Rodenticide Act* (7 U.S.C. Sections 136 et seq.); (13) the *Emergency Planning and Community Right to Know Act* (42 U.S.C. Sections 11001 et seq.); (14) the *Oil Pollution Act of 1990* (33 U.S.C. Sections 2701 et seq.); (15) the *Hazardous Materials Transportation Act*, 49 U.S.C. § 1801, (16) the *California Hazardous Waste Control Act* (Health and Safety Code Sections 25100 et seq.); (17) the *California Hazardous Waste Management Act* (Health and Safety Code Sections 25170.1 et seq.); (18) the *California Safe Drinking Water and Toxic Enforcement Act* (Health and Safety Code Sections 25249.5 et seq.); (19) *California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances)*; (20) the *California Hazardous Substance Account Act* (Health and

Safety Code Sections 25330 et seq.); (21) *California Health and Safety Code* Section 25316; (22) *California Health and Safety Code* Sections 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); (23) the *California Porter-Cologne Water Quality Control Act* (Water Code Sections 13000 et seq.); (24) and any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect, all as amended or hereafter amended and (25) any analogous present or future state or local statutes or laws.

4.4. **Mutual Indemnity.** Seller and Buyer shall defend, indemnify, and hold free and harmless the other from and against any losses, damages, costs and expenses (including attorneys' fees) resulting from any inaccuracy in or breach of any representation or warranty of the indemnifying party or any breach or default by such indemnifying party under any of such indemnifying party's covenants or agreements contained in this Agreement and Buyer further agrees to indemnify and hold harmless Seller from any liability arising out of Buyer's operations under this Agreement, its ownership of the Fee Area and agrees to assume responsibility for any damages proximately caused by reason of Buyer's operations under this Agreement or its ownership of the Fee Area and Buyer will, at its option, either repair or pay for such damage.

5. **CONDEMNATION.** Seller and Buyer acknowledge that this transaction is a negotiated settlement *in lieu* of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the City of Garden Grove, wherein the herein described Fee Area or Grant Deed is included, in whole or in part, and also waives any and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller (or Seller's tenant) is served with a Summons and Complaint in Eminent Domain in which Seller (or Seller's tenant) is a named defendant, upon the Close of Escrow, Seller agrees and consents to Buyer taking a default in the action. Moreover, the total compensation to be paid by Buyer to Seller is for all of Seller's interest in the Fee Area or as described and set forth in the Grant Deed and any rights which exist or may arise out of the acquisition of the Grant Deed for public purposes, including without limitation, Seller's interest in the land and any improvements to the land, severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Fee Area or Grant Deed by the Buyer. The compensation paid under this Agreement does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which Seller may be entitled to receive, if any. Relocation assistance, if any, will be handled via separate Agreement.

6. **BROKERS.** Seller and Buyer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Grant Deed and that no commissions or finder's fees are payable in connection with this transaction. Buyer and Seller each agree to indemnify

and hold harmless the other against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of breach of the foregoing representation by the indemnifying party. Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 6 shall survive the Close of Escrow or earlier termination of this Agreement.

7. GENERAL PROVISIONS.

7.1. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument and any executed counterpart may be delivered by email, facsimile transmission with the same effect as if an originally executed counterpart had been delivered. Facsimile and electronic signatures shall be binding as originals.

7.2. Further Assurances. Each of the parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be appropriate or necessary to effectuate the agreements of the parties, whether the same occurs before or after the Close of Escrow.

7.3. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

7.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

7.5. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

7.6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

7.7. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

7.8. Legal Advice and Construction. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question. There shall be no presumption in the interpretation of this Agreement that any ambiguity is to be resolved against any party hereto. The parties waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

7.9. Relationship of Parties. The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

7.10. Attorneys' Fees. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its reasonable attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

7.11. Assignment. Neither Seller nor Buyer shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

7.12. Notices. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to

the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by mail or sent by registered or certified mail, return receipt requested, or sent via facsimile, as follows:

If to Buyer, to:	Scott C. Stiles, City Manager City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 Telephone No.: (714) 741-5100 ssstiles@ci.garden-grove.ca.us
With a copy to:	Omar Sandoval, City Attorney c/o Woodruff, Spradlin & Smart 555 Anton Boulevard, Suite 1200 Costa Mesa, CA 92626 Telephone No.: (714) 558-7000 osandoval@wss-law.com
If to Seller, to:	HMZ Retail, L.P. Attn: Joseph Bernhard c/o 3p Professional P.O. Box 584 Yorba Linda, CA 92885 Telephone No.: (844) 693-7776
With a copy to:	Kevin J. Lamb, Esq. Lamb & Kawakami, LLP 333 S. Grand Ave, Suite 4200 Los Angeles, CA 90071

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, certified mail return receipt requested, postage prepaid, addressed as set forth above. Notices sent via electronic mail shall be deemed delivered the same business day transmitted if done so before 4:00 p.m., otherwise delivery shall be considered to be on the next business day; provided that confirmation of receipt is confirmed. The addresses, addressees, and facsimile numbers for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and telecopy number stated by written notice, or provided

herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

7.13. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties, and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Grant Deed, and be binding upon and inure to the benefit of the respective Parties.

7.14. Release. The total compensation to be paid by Buyer for the Grant Deed is the Purchase Price, which consideration covers any and all land and improvements, attached or detached furniture, fixtures and equipment, loss of business goodwill, and is the full and complete acquisition cost of the Grant Deed. Buyer shall have no obligation to Seller under the California Relocation Assistance and Real Property Acquisition statutes and guidelines. Except for any breach of terms or conditions contained in this Agreement, Seller waives and forever releases Buyer, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Buyer's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the facts or allegations and circumstances arising from Buyer's acquisition of the Grant Deed. By such release, Seller expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR."

7.15 City Council Approval of Agreement. This Agreement is subject to the approval of the Buyer's City Council. If this Agreement remains unapproved by the Buyer's City Council thirty (30) days following the date first written above, then the parties will have no further obligation under this Agreement. If Buyer's City Council approves this Agreement within less than thirty (30) days of the Closing Date set forth herein, the parties agree to extend the Closing Date for an additional thirty (30) days.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall only become effective as of the day and year the last of the parties set forth below signs this Agreement.

[SIGNATURE PAGE FOLLOWS]

BUYER

SELLER

CITY OF GARDEN GROVE, a California
municipal corporation

HMZ Retail, L.P. a California Limited
Partnership
By: HMZ GPCO, LLC, a California limited liability company
its General Partner

City Manager Dated:

By: Thomas T. Kawakami
Print Name: Thomas T. Kawakami

Attest:

Its: Manager
Dated: August 30, 2018

City Clerk Dated:

Approved as to form by:

Olivia S. Sauter 9-5-18
City Attorney Dated:

Exhibit List

- Exhibit A -- Legal Description of the Fee Interest
- Exhibit B -- Depiction of the Fee Interest
- Exhibit C -- Grant Deed
- Exhibit D -- Affidavit of Non-Foreign Taxpayer Status

ACCEPTANCE BY ESCROW HOLDER:

_____ hereby acknowledges that it has received a fully executed counterpart of the foregoing Right-of-Way Agreement for Acquisition of Real Property and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Date: _____

By: _____
Name: _____
Its: _____

RIGHT OF WAY ACQUISITION
APN 099-181-01

EXHIBIT A

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 88-190, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 258 PAGE(S) 5 TO 8 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

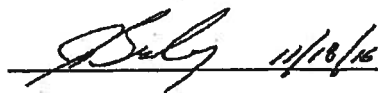
COMMENCING AT THE CENTERLINE INTERSECTION OF WESTMINSTER AVENUE AND EUCLID STREET AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE CENTERLINE OF SAID WESTMINSTER AVENUE SOUTH 89°29'54" WEST 187.00 FEET; THENCE SOUTH 00°38'06" EAST 50.00 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF SAID PARCEL MAP, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING:

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2, NORTH 89°29'54" EAST 117.00 FEET TO AN ANGLE POINT IN SAID PARCEL 2; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 45°34'06" EAST 28.32 FEET TO AN ANGLE POINT IN SAID PARCEL 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2, SOUTH 00°38'06" EAST 18.94 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 45°34'06" WEST 38.14 FEET; THENCE SOUTH 89°29'54" WEST 110.06 FEET TO THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE NORTH 00°38'06" WEST 12.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 1,807 SQUARE FEET (0.041 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

 11/18/16

J BRALEY, P.L.S. 8446



RIGHT OF WAY ACQUISITION
APN 099-181-59

EXHIBIT A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 88-190, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 258 PAGE(S) 5 TO 8 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE CENTERLINE INTERSECTION OF WESTMINSTER AVENUE AND EUCLID STREET AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE CENTERLINE OF SAID WESTMINSTER AVENUE SOUTH 89°29'54"WEST 187.00 FEET; THENCE SOUTH 00°38'06" EAST 50.00 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF SAID PARCEL MAP, SAID POINT BEING ALSO THE MOST NORTHERLY NORTHEAST CORNER OF SAID PARCEL 1, SAID POINT BEING ALSO THE **TRUE POINT OF BEGINNING**:

THENCE ALONG THAT PORTION OF EASTERLY LINE OF SAID PARCEL 1 COMMON TO THE WESTERLY LINE OF SAID PARCEL 2 , SOUTH 00°38'06" EAST 12.00 FEET; THENCE DEPARTING SAID LINE SOUTH 89°29'54" WEST 69.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 183.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 48.06 FEET THROUGH A CENTRAL ANGLE OF 15°02'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 167.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 43.86 FEET THROUGH A CENTRAL ANGLE OF 15°02'48" TO THE NORTHERLY LINE OF SAID PARCEL 1, SAID LINE BEING ALSO THE SOUTHERLY LINE OF WESTMINSTER AVENUE AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID LINE NORTH 89°29'54" EAST 159.94 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,383 SQUARE FEET (0.032 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

 11/18/16

J BRALEY, P.L.S. 8446

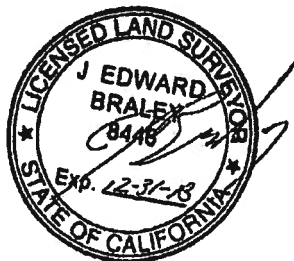
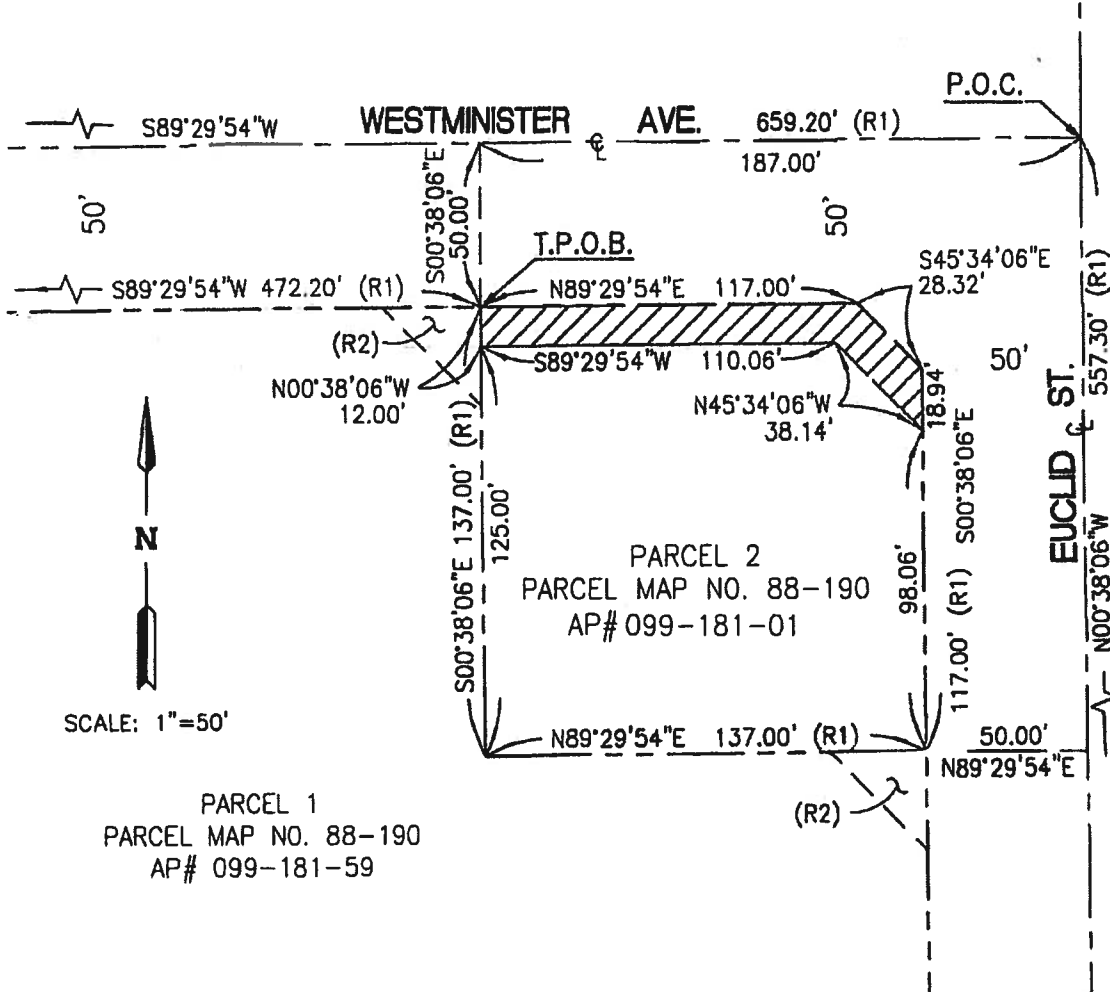


EXHIBIT 'B'

SHEET 1 OF 1

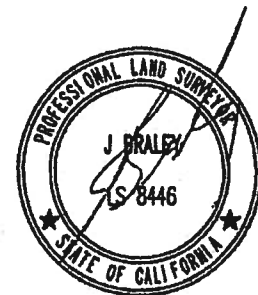
**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING
(R1) PARCEL MAP NO. 88-190 BK. 258 PGS. 5-8 OF PARCEL MAPS
(R2) EASEMENT FOR ACCESS & INCIDENTAL PURPOSES
PER DOC. 10632/856 O.R. & 10835/325 O.R.



PROPOSED ACQUISITION
(1,807 SQ. FT. MORE OR LESS)

J. Braley
J. BRALEY
P.L.S. NO. 8446
DATE 11/18/16

**PENCO ENGINEERING, INC.**

Civil Engineering Planning Surveying
16842 Van Korman Ave.
Suite 150
Irvine, California 92606
(949) 753-8111

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

APN# 099-181-01
WESTMINISTER AVENUE AND EUCLID STREET

SCALE: AS-SHOWN

DRAWN BY: JK

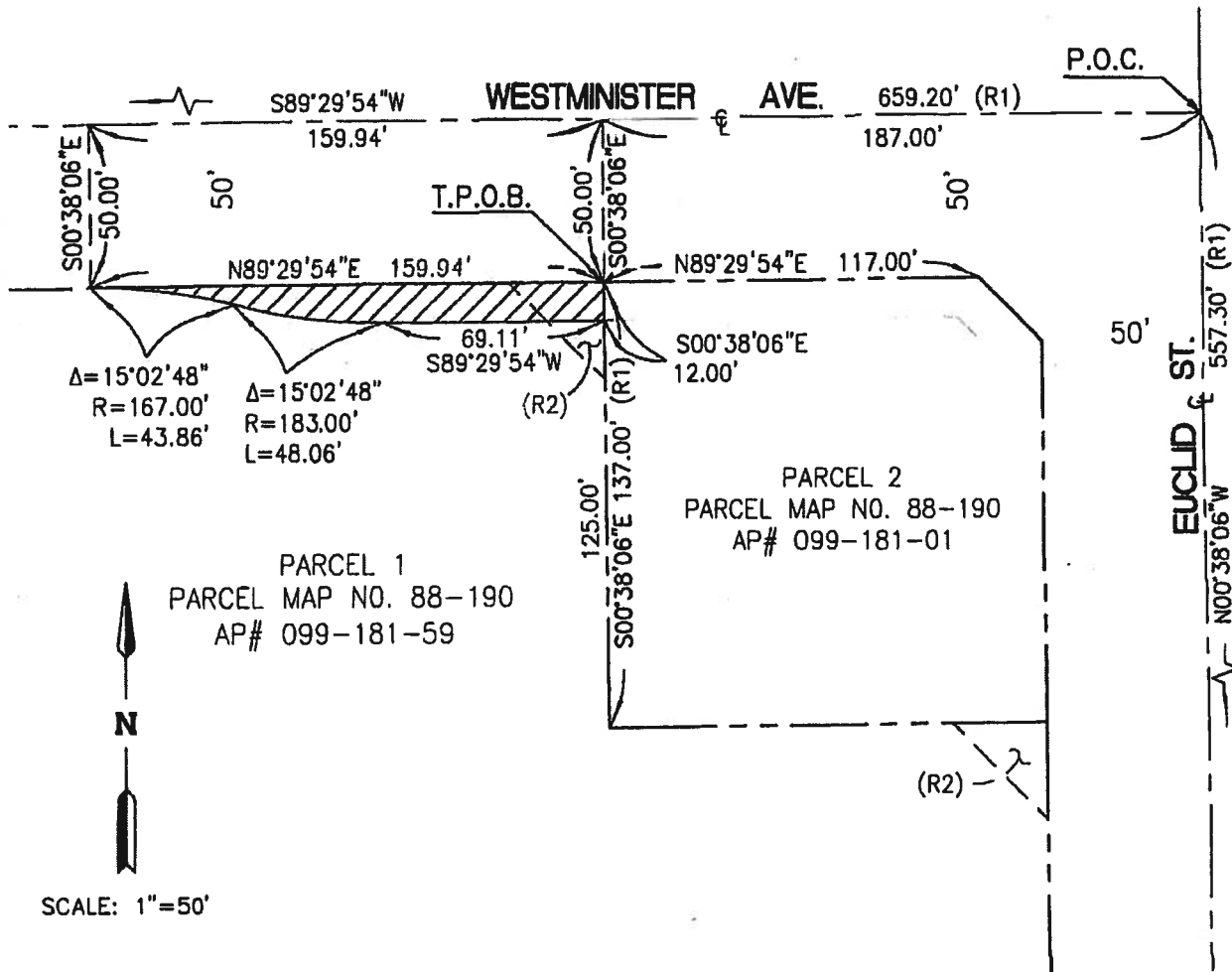
CHECKED BY: JB

DATE: 11-16-16

JOB No. 16044.02

EXHIBIT 'B'

SHEET 1 OF 1

**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING
(R1) PARCEL MAP NO. 88-190 BK. 258 PGS. 5-8 OF PARCEL MAPS
(R2) EASEMENT FOR ACCESS & INCIDENTAL PURPOSES
PER DOC. 10632/856 O.R. & 10835/325 O.R.



PROPOSED ACQUISITION
(1,383 SQ. FT. MORE OR LESS)

J BRALEY
P.L.S. NO. 8446

DATE 11/18/16

**PENCO ENGINEERING, INC.**

Civil Engineering Planning Surveying
16842 Van Korman Ave.
Suite 150
Irvine, California 92606
(949) 753-8111

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

CITY OF GARDEN GROVE
DEPT OF PUBLIC WORKS

APN# 099-181-59
WESTMINISTER AVENUE AND EUCLID STREET

SCALE: AS-SHOWN

DRAWN BY: JK

CHECKED BY: JB

DATE: 11-16-16

JOB No. 16044.02

EXHIBIT C

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City of Garden Grove
Attn: Dan Candelaria
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

MAIL TAX STATEMENTS TO:

City of Garden Grove
Attn: Dan Candelaria
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

The undersigned Grantor(s) declare(s):

Documentary transfer tax is -0-

This document is exempt from Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code.

City of Garden Grove

Portions of Assessor's Parcel Number: 099-181-01 & 099-181-59

Free recording requested, essential to acquisition by The City of Garden Grove, see Gov't Code 6103.

This Grant Deed is being recorded in order to perfect the Lot Line Adjustment that was filed as a Certificate of Compliance for the Euclid Street and Westminster Avenue Intersection Improvement Project, Project No. 7287-2017 and recorded on _____, _____, 20____, as Instrument No _____, Official Records.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HMZ RETAIL, L.P., a California limited liability company

hereby **GRANTS** to:

The City of Garden Grove, a municipal corporation

MAIL TAX STATEMENTS AS SET FORTH ABOVE

Exhibit "A"

Legal Description

256473.1

3

HMZ to CITY
SW corner Euclid & Westminster
Garden Grove

Certificate of Acceptance
of Grant Deed
HMZ Retail, LP, a California limited partnership
To
City of Garden Grove

(to be attached by City of Garden Grove)

EXHIBIT D

AFFIDAVIT OF NON-FOREIGN ENTITY

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person or foreign entity.

To inform the transferee that withholding a tax is not required upon disposition of a United States real property interest by HMZ Retail, LP, the undersigned hereby certifies the following:

1. HMZ Retail, LP is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. The U. S. Employer Identification Number of HMZ Retail, LP is:
_____;

3. The business/office address of HMZ Retail, LP is: 2029 Verdugo Blvd, Suite 703, Montrose, California 91020.

The undersigned declares that he has examined this certification, and to the best of his knowledge and belief it is true, correct and complete.

Date: _____

Thomas T. Kawakami, Manager
IIMZ GPCO, LLC, General Partner of
HMZ Retail, LP

Project: Euclid Street and Westminster Avenue Intersection Improvement Project
Project No.: 7287-2017
APN: 099-362-20 & 21

**RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY
INTEREST AND ESCROW INSTRUCTIONS**

THIS RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY INTEREST AND ESCROW INSTRUCTIONS ("**Agreement**"), dated and entered into for solely for reference purposes as of _____, 20____, by and between the CITY OF GARDEN GROVE, a California municipal corporation ("**Buyer**") and F J Hanshaw Enterprises Inc. ("**Seller**"), with reference to the following facts:

RECITALS

- A. Seller is the owner of certain real property comprised of approximately (2,676) square feet, located in the City of Garden Grove (the "**City**"), the County of Orange (the "**County**"), State of California (the "**State**"), which is a portion of Assessor's Parcel No. 099-362-20 & 21, more particularly described on Exhibit A and shown on Exhibit B attached hereto (the "**Easement Area**").
- B. Seller desires to convey to Buyer and Buyer desires to acquire from Seller an easement to the Easement Area, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Seller, Buyer and Seller (hereinafter collectively referred to as the "parties", or individually as a "party") hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE.

1.1. Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, an easement and right-of-way for streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, over, under, along and across all that real property in the Easement Area as such area, scope and use is more particularly described in the Grant of Right of Way attached hereto as Exhibit C (the "**Easement**"), which Exhibits A and B attached hereto that define the Easement Area shall be made a part of.

1.2. Purchase Price. The purchase price ("**Purchase Price**") for the Easement shall be **One Hundred Fifty-Seven Thousand Dollars and No Cents** (\$157,000.00) payable in cash at the Close of Escrow as defined and provided for herein.

1.3. Construction Contract Work. As part of the construction of the Euclid Street and Westminster Avenue Intersection Improvement Project, Project No. 7287-2017, (the "Project"), the City will remove, or caused to be remove the improvements within the Easement Area, including landscaping, irrigation, asphalt and parking spaces.

2. ESCROW AND CLOSING.

2.1. Opening of Escrow. Within fourteen (14) business days after execution of this Agreement by the last of Seller or Buyer, Buyer shall open an escrow (the "**Escrow**") with First American Title Company at the address set forth in Section 7.12 ("**Escrow Holder**"), by depositing with Escrow Holder this Agreement fully executed, or executed counterparts hereof. The date this fully executed Agreement is signed and accepted by Escrow Holder on the last page hereof shall be deemed the "**Opening of Escrow**" and Escrow Holder shall advise Buyer and Seller of such date in writing. The escrow instructions shall incorporate this Agreement as part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder, provided, however, that no escrow instructions shall modify or amend any provision of this Agreement, unless such escrow instruction is expressly identified and set forth in writing by mutual consent of Buyer and Seller. In the event there is an inconsistency or conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

2.2. Escrow Fees and Other Charges. At the Close of Escrow, Buyer agrees to pay all of Seller's and Buyer's usual fees, charges and costs in connection with and incidental to the conveyance of the Easement and Close of Escrow that may arise in this Escrow, including, but not limited to, any costs for the Standard Coverage Policy (defined below) or if elected, an ALTA Extended Coverage Owner's Policy.

2.3. Closing Date; Conditions Precedent to Close of Escrow. Provided all of the conditions set forth in this Section 2.3 have been satisfied (or are in a position to be satisfied concurrently with the Close of Escrow), the Close of Escrow shall occur on or before March 31, 2018 (the "**Closing Date**"). As used in this Agreement, the "**Close of Escrow**" shall mean the date a Grant of Right of Way Easement, as provided in Section 2.4.2(a) hereof ("**Right of Way Easement**"), is recorded in the Official Records of the County.

2.3.1 Conditions of Buyer for Close of Escrow. The Close of Escrow and Buyer's obligation to purchase the Easement are subject to the satisfaction of the following conditions or Buyer's written waiver of such conditions, on or before the Closing Date. Buyer may waive in writing any or all of such conditions in its sole and absolute discretion.

(a) The Purchase Price shall have been adjusted in accordance with this Agreement

and a closing statement duly executed by Seller setting forth the Purchase Price and any adjustments thereto;

- (b) Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement;
- (c) No event or circumstance shall have occurred, which, in the sole opinion of Buyer, would make any of Seller's representations, warranties and covenants set forth herein untrue as of the Close of Escrow, including, but not limited to, those warranties and representations of Seller set forth in Sections 3.4 and 4.1 of this Agreement;
- (d) There shall have occurred no material adverse change in the physical condition of the Easement Area (such as those caused by natural disasters), which, in the sole opinion of Buyer, would render the Easement Area unsuitable for Buyer's intended use, materially increase the cost, or cause a material delay in the schedule for the development of the Easement Area;
- (e) The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy (defined below) covering the Easement Area, subject only to the Permitted Exceptions as set forth and determined in Section 3.1.
- (f) Seller shall have executed and submitted to Escrow Holder the Affidavit of Non-Foreign Status By Transferor (Exhibit D)
- (g) Seller shall have caused any lien or charge of any deed of trust that encumbers the Easement Area to be subordinated to the rights of Buyer under the terms of the Easement.

2.3.2 Conditions of Seller for Close of Escrow. The Close of Escrow and Seller's obligation to sell and convey the Easement are subject to the satisfaction of the following conditions or Seller's written waiver of such conditions on or before the Closing Date. Seller may waive in writing any or all of such conditions as a condition to the Close of Escrow in its sole and absolute discretion.

- (a) The Purchase Price shall have been adjusted in accordance with this Agreement and a closing statement duly executed by Buyer setting forth the Purchase Price and any adjustments thereto;
- (b) Buyer shall have performed all obligations to be performed by Buyer pursuant to this Agreement;
- (c) No event or circumstance shall have occurred which would make any of Buyer's representations, warranties, and covenants set forth herein untrue as of the Close of Escrow including, but not limited to, those warranties and representations of Buyer set forth in Section 4.2 of this Agreement.

2.3.3 Waiver of a Condition Excuses Performance. If any condition precedent to the Close of Escrow is expressly waived, in writing, as a condition to the Close of Escrow by the party for whose benefit such condition exists, such waiver shall excuse performance by the party whose performance is required to satisfy such condition.

2.4. Closing Documents. The respective parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.4.1 Buyer's Deposits. Buyer shall deposit:

- (a) The Purchase Price together with Buyer's escrow and other cash charges; and
- (b) A Certificate of Acceptance for the Right of Way Easement executed by the City Manager of the City of Garden Grove (See, Exhibit C).

2.4.2 Seller's Deposits. Seller shall deposit:

- (a) The Right of Way Easement in the form of Exhibit C attached hereto, appropriately executed to convey the Easement subject only to the Permitted Exceptions (defined below);
- (b) Subject to Section 2.5.1 below, an executed Affidavit of Non-foreign Status in the form of Exhibit D attached hereto and such other documentation necessary to exempt Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder; and
- (c) Subject to Section 2.5.1 below, a Withholding Exemption Certificate Form 593 as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit") duly executed by Seller.

2.4.3 Deposits of Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the grant of the Easement in accordance with the terms of this Agreement.

2.5. Closing.

2.5.1 Withholding. In the event that, pursuant to Section 2.4.2(b) above, Seller fails to deposit with Escrow Holder the executed Affidavit of Non-foreign Taxpayer Status which exempts Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, Seller hereby authorizes Escrow Holder to withhold ten percent (10%) of the Purchase Price less any applicable closing costs and to report and transmit the withheld amount to the Internal Revenue Service. Additionally, in the event that, pursuant to Section 2.4.2(c) above, Seller fails to deposit with Escrow Holder any applicable tax document which exempts Buyer from California withholding requirements, if any, Seller hereby authorizes Escrow Holder to withhold such additional percentage of the Purchase Price of the Easement as is required by California law, and Escrow Holder shall report and transmit the withheld

amount in the manner required by California law. By agreeing to act as Escrow Holder hereunder, Escrow Holder expressly agrees to undertake and be responsible for all withholding obligations imposed pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and under any similar provisions of California law, and shall defend, indemnify and hold Buyer harmless in connection with such obligations.

2.5.2 Necessary Actions of Escrow Holder. On the Close of Escrow, Escrow Holder shall in the following order: (i) record the Grant of Right of Way Easement and Certificate of Acceptance in the Office of the County Recorder of the County; (ii) pay any transfer taxes; (iii) instruct the County Recorder to return the Grant of Right of Way Easement to Buyer; (iv) distribute to Seller the Purchase Price; and (v) deliver to Buyer the Title Policy covering the Easement Area subject only to the Permitted Exceptions, the Affidavit of Non-foreign Status, and the applicable California withholding exemption form, if any.

2.5.3 Real Estate Taxes. The parties acknowledge that Buyer is a public entity and exempt from payment of any real property taxes and assessments and thus, there will be no proration of such taxes or assessments. If required by Buyer, Seller will be responsible for payment of any real property taxes and assessments due and unpaid prior to Close of Escrow and recording of the Easement. Seller may seek a reduction or reimbursement from the Orange County Tax Assessor's office for any property taxes that have been or will be assessed for a period after the Close of Escrow as Buyer is a public agency exempt from payment of such taxes. Buyer further agrees to cooperate with Seller to provide any necessary information to the Assessor's office in connection with such request for refund.

2.6. Failure to Close; Termination.

2.6.1 Neither Party in Default. In the event that any condition set forth in Section 2.3 (and its subdivisions) is not satisfied or waived; in writing, and the Close of Escrow does not occur within the time required herein due to the failure of such condition or the Close of Escrow does not occur within the time frame required herein for any reason other than Seller's or Buyer's breach of or default of its respective obligations hereunder, or if this Agreement is terminated without default by either party as otherwise set forth herein, then Escrow Holder, with no further instructions from the parties hereto, shall return to the depositor thereof any funds, or other materials previously delivered to Escrow Holder, the Escrow shall be automatically terminated and of no force and effect, Buyer shall pay any Escrow termination fees, and except as otherwise provided herein, the parties will have no further obligation to one another.

3. ACTIONS PENDING CLOSING.

3.1. Title Review.

3.1.1 Title Report. Within three (3) business days after the Opening of Escrow, First American Title Company (the "**Title Company**") will furnish Buyer and Seller with an updated Title Commitment on the Easement Area together with legible copies of all underlying documents referenced therein and a plot plan for the Easement Area showing all the locations of all easements referenced therein (collectively, the "**Title Commitment**").

3.1.2 Title Notices. Buyer shall have ten (10) business days after its actual receipt of the Title Commitment to deliver to Escrow Holder written notice (the "**Preliminary Title Notice**") of Buyer's approval, conditional approval, or disapproval of the title exceptions and other matters disclosed in the Title Commitment. All title exceptions not timely approved by Buyer will be deemed disapproved. All such exceptions and other matters disapproved by Buyer are referred to herein as "**Disapproved Exceptions**". It shall be the sole responsibility of Buyer to work with the Title Company to remove any Disapproved Exceptions, and if unsuccessful shall either purchase the Easement subject to the Disapproved Exceptions or terminate the Agreement.

3.1.3 Permitted Exceptions. "**Permitted Exceptions**" shall mean all exceptions appearing on the Title Commitment which are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or expressly waived by Buyer pursuant to this Section 3.1.

3.2. Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue an ALTA Standard Coverage Owner's Policy of Title Insurance (the "**Standard Coverage Policy**"), showing title to the Easement Area vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions. At Buyer's option, Buyer may require an ALTA Extended Coverage Owner's Policy instead of the Standard Coverage Policy provided that Buyer pays any additional premium on account thereof. The form of title policy selected by Buyer shall be referred to herein as the "**Title Policy**".

3.3. Possession and Use. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Easement Area and Easement by the Buyer, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow. The Purchase Price includes, but is not limited to, full payment for such improvements located within the Easement Area and possession and use of the Easement Area upon the Close of Escrow.

3.4. Seller's Covenant Not to Further Encumber the Easement Area. Seller shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Easement Area, or any portion thereof, or enter into any agreement to do so, so long as this Agreement is in force. Seller shall timely discharge, prior to the Closing, any and all obligations relating to work performed on or conducted at or materials delivered to or for the Easement Area

from time to time by Seller, or at Seller's direction or on its behalf, in order to prevent the filing of any claim or mechanic's lien with respect to such work or materials.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties, and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow:

4.1.1 Seller's Authority. Seller has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer, shall be a valid and binding agreement of Seller.

4.1.2 Leases. There are no leases, rental agreements, or other such contracts of any kind or nature affecting possession or occupancy of the Easement Area, and Seller shall not enter into any such contracts affecting possession or occupancy of the Easement Area during the terms of this Agreement without the prior consent of Buyer.

4.1.3 No Liens and Subordination. Seller warrants that at the time of the Close of Escrow, Seller shall have caused any mechanics', laborers', materialmen's or service liens and charge of any deed of trust that encumbers the Easement Area to be subordinated to the rights of Buyer under the terms of the Easement.

4.1.4 No Untrue Statements or Omissions of Fact. Each of the representations and warranties made by Seller in this Agreement, or in any exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the representations or warranties in this Agreement untrue.

4.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow:

4.2.1 Buyer's Authority. Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

4.2.2 No Untrue Statements or Omissions of Fact. Each of the representations and warranties made by Buyer in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances which are contrary to the representations and warranties contained in this Agreement.

4.3. Mutual Indemnity. Seller and Buyer shall defend, indemnify, and hold free and harmless the other from and against any losses, damages, costs and expenses (including attorneys' fees) resulting from any inaccuracy in or breach of any representation or warranty of the indemnifying party or any breach or default by such indemnifying party under any of such indemnifying party's covenants or agreements contained in this Agreement and Buyer further agrees to indemnify and hold harmless Seller from any liability arising out of Buyer's operations under this Agreement and agrees to assume responsibility for any damages proximately caused by reason of Buyer's operations under this Agreement and Buyer will, at its option, either repair or pay for such damage.

5. CONDEMNATION. Seller and Buyer acknowledge that this transaction is a negotiated settlement *in lieu* of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the City of Garden Grove, wherein the herein described Easement Area or Easement is included, in whole or in part, and also waives any and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller (or Seller's tenant) is served with a Summons and Complaint in Eminent Domain in which Seller (or Seller's tenant) is a named defendant, upon the Close of Escrow, Seller agrees and consents to Buyer taking a default in the action. Moreover, the total compensation to be paid by Buyer to Seller is for all of Seller's interest in the Easement Area or as described and set forth in the Easement and any rights which exist or may arise out of the acquisition of the Easement for public purposes, including without limitation, Seller's interest in the land and any improvements to the land, severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Easement Area or Easement by the Buyer. The compensation paid under this Agreement does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which Seller may be entitled to receive, if any. Relocation assistance, if any, will be handled via separate Agreement.

6. BROKERS. Seller and Buyer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Easement and that no commissions or finder's fees are payable in connection with this transaction. Buyer and Seller each agree to indemnify

and hold harmless the other against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of breach of the foregoing representation by the indemnifying party. Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 6 shall survive the Close of Escrow or earlier termination of this Agreement.

7. GENERAL PROVISIONS.

7.1. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument and any executed counterpart may be delivered by facsimile transmission with the same effect as if an originally executed counterpart had been delivered.

7.2. Further Assurances. Each of the parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be appropriate or necessary to effectuate the agreements of the parties, whether the same occurs before or after the Close of Escrow.

7.3. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

7.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

7.5. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

7.6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

7.7. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

7.8. Legal Advice and Construction. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question. There shall be no presumption in the interpretation of this Agreement that any ambiguity is to be resolved against any party hereto. The parties waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

7.9. Relationship of Parties. The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

7.10. Attorneys' Fees. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its reasonable attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

7.11. Assignment. Neither Seller nor Buyer shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

7.12. Notices. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall

be deemed effective only upon such delivery), delivered by air courier next- day delivery (e.g. Federal Express), delivered by mail or sent by registered or certified mail, return receipt requested, or sent via facsimile, as follows:

If to Buyer, to: Scott C. Stiles, City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Telephone No.: (714) 741-5100
sstiles@ci.garden-grove.ca.us

With a copy to: Omar Sandoval, City Attorney
c/o Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
Telephone No.: (714) 558-7000
osandoval@wss-law.com

If to Seller, to: F J Hanshaw Enterprises Inc.
Attn: Debra/Veronica
10921 Westminster Avenue
Garden Grove, CA 92843

With a copy to: CPSI
Attn: Jeff Wellcome
26070 Towne Centre Drive, Ste 150
Foothill Ranch, CA 92610

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via electronic mail shall be deemed delivered the same business day transmitted if done so before 4:00 p.m., otherwise delivery shall be considered to be on the next business day. The

addresses, addressees, and facsimile numbers for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

7.13. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties, and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Right of Way Easement, and be binding upon and inure to the benefit of the respective Parties.

7.14. Release. The total compensation to be paid by Buyer for the Easement is the Purchase Price, which consideration covers any and all land and improvements, attached or detached furniture, fixtures and equipment, loss of business goodwill, and is the full and complete acquisition cost of the Easement. Buyer shall have no obligation to Seller under the California Relocation Assistance and Real Property Acquisition statutes and guidelines. Except for any breach of terms or conditions contained in this Agreement, Seller waives and forever releases Buyer, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Buyer's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the facts or allegations and circumstances arising from Buyer's acquisition of the Easement. By such release, Seller expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR."

7.15 City Council Approval of Agreement. This Agreement is subject to the approval of the Buyer's City Council. If this Agreement remains unapproved by the Buyer's City Council thirty (30) days following the date first written above, then the parties will have no further obligation under this Agreement. If Buyer's City Council approves this Agreement within less than thirty (30) days of the Closing Date set forth herein, the parties agree to extend the Closing Date for an additional thirty (30) days.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall only become effective as of the day and year the last of the parties set forth below signs this Agreement.

[SIGNATURE PAGE FOLLOWS]

BUYER

CITY OF GARDEN GROVE, a
California municipal corporation,

City Manager Dated:

Attest:

City Clerk Dated:

Approved as to form by:

City Attorney Dated:

SELLER

F J Hanshaw Enterprises Inc.

By: Frederick J. Hanshaw
Print Name: Frederick J. Hanshaw

Its: President/owner
Dated: 3/1/2018

Exhibit List

- Exhibit A -- Legal Description of the Right of Way Easement
- Exhibit B -- Depiction of the Right of Way Easement
- Exhibit C -- Form of Right of Way Easement
- Exhibit D -- Affidavit of Non-foreign Taxpayer Status

ACCEPTANCE BY ESCROW HOLDER:

_____ hereby acknowledges that it has received a fully executed counterpart of the foregoing Right-of-Way Agreement for Acquisition of Real Property and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Date: _____

By: _____
Name: _____
Its: _____

RIGHT OF WAY ACQUISITION
APN 099-362-20,21

EXHIBIT A

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN RANCHO LAS BOLSAS, ALSO BEING IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 51, BOOK 12, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, BEING ALSO A PORTION OF PARCEL 1 OF THE LAND DESCRIBED IN DEED RECORDED MARCH 20, 187 AS INSTRUMENT NUMBER 87-149613 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

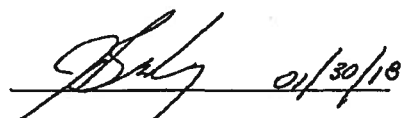
COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID SOUTHEAST QUARTER SAID POINT BEING ALSO THE CENTERLINE INTERSECTION OF WESTMINSTER AVENUE AND EUCLID STREET AS SHOWN ON PARCEL MAP NO. 88-190 AS PER MAP FILED IN BOOK 258 PAGE(S) 5 TO 8 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER NORTH 0° 55' 11" WEST 331.56 FEET TO THE MOST EASTERLY SOUTHEAST CORNER OF TRACT NO. 2433, AS SHOWN ON A MAP RECORDED IN BOOK 72, PAGE 1 AND 2 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT NO. 2433 SOUTH 89°29'54" WEST 50.00 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN DOCUMENT RECORDED FEBRUARY 21, 1965 IN BOOK 3407, PAGE 155 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE SOUTH 00°55'11"EAST 50.00 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING ON SAID WESTERLY LINE SOUTH 00°55'11" EAST 216.56 FEET; THENCE SOUTH 44°17'24" WEST 21.14 FEET; THENCE SOUTH 89°29'54" WEST 24.33 FEET; THENCE NORTH 44°33'36" EAST 38.33 FEET; THENCE NORTH 00°55'11" WEST 144.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 78.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 30.79 FEET THROUGH A CENTRAL ANGLE OF 22°37'12" TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 78.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 30.79 FEET THROUGH A CENTRAL ANGLE OF 22°37'12" TO THE TRUE POINT OF BEGINNING.

CONTAINING: 2,676 SQUARE FEET (0.61 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.


J BRALEY, P.L.S. 8446

PAGE 1

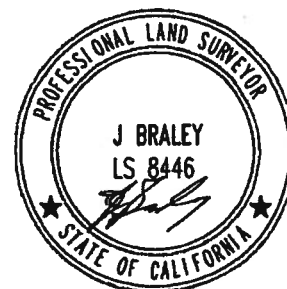


EXHIBIT 'B'

TR. NO. 2433 M.B. 72/1-2

SHEET 1 OF 1

S89°29'54"W

50.00'

50'

T.P.O.B.

N00°55'11"W
50.00' $\Delta=22^{\circ}37'12''$
R=78.00'
L=30.79' $\Delta=22^{\circ}37'12''$
R=78.00'
L=30.79'PORTION OF THE SE 1/4,
SE 1/4, SECTION 5,
TWP 5S, R 10W

AP# 099-362-20, 21, 23



SCALE: 1"=50'

- (A) S.C.E. ESMT BK.11616/P.1943 O.R.
 (B) PAC BELL ESMT INST.# 20010524429 O.R.
 (C) S.C.E. ESMT INST.# 20000579053 O.R.

N44°33'36"E
38.33'S89°29'54"W
24.33'S44°17'24"W
21.14'

P.O.C.

WESTMINSTER AVE.

N89°29'54"E (R1)

ST.

EUCLID


331.56'

N00°55'11"W

**LEGEND**

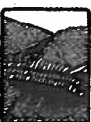
P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

(R1) PARCEL MAP NO. 88-190 BK. 258 PGS.
5-8 OF PARCEL MAPS PROPOSED ACQUISITION
(2,676 SQ. FT. MORE OR LESS)J BRALEY
P.L.S. NO. 8446

DATE

01/30/18

**PENCO ENGINEERING, INC.**Civil Engineering Planning Surveying
16842 Van Korman Ave.
Suite 150
Irvine, California 92606
(949) 753-8111SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION**CITY OF GARDEN GROVE
DEPT OF PUBLIC WORKS**

APN# 099-362-20, 21, 23

WESTMINSTER AVENUE AND EUCLID STREET

SCALE: AS-SHOWN

DRAWN BY: JB

CHECKED BY: JK

DATE: 1-30-18

JOB No. 16044.02

Parcel name: P3 REVISED 1-30-18

North: 25545.9150 East : 45768.8676
Line Course: N 00-55-11 W Length: 331.56
North: 25877.4322 East : 45763.5456
Line Course: S 89-29-54 W Length: 50.00
North: 25876.9945 East : 45713.5475
Line Course: S 00-55-11 E Length: 50.00
North: 25827.0009 East : 45714.3500
Line Course: S 00-55-11 E Length: 216.56
North: 25610.4688 East : 45717.8262
Line Course: S 44-17-24 W Length: 21.14
North: 25595.3365 East : 45703.0643
Line Course: S 89-29-54 W Length: 24.33
North: 25595.1235 East : 45678.7352
Line Course: N 44-33-36 E Length: 38.33
North: 25622.4342 East : 45705.6297
Line Course: N 00-55-11 W Length: 144.40
North: 25766.8156 East : 45703.3119
Curve Length: 30.79 Radius: 78.00
Delta: 22-37-12 Tangent: 15.60
Chord: 30.59 Course: N 10-23-25 E
Course In: N 89-04-49 E Course Out: N 68-17-59 W
RP North: 25768.0676 East : 45781.3018
End North: 25796.9082 East : 45708.8296
Curve Length: 30.79 Radius: 78.00
Delta: 22-37-12 Tangent: 15.60
Chord: 30.59 Course: N 10-23-25 E
Course In: N 68-17-59 W Course Out: N 89-04-49 E
RP North: 25825.7488 East : 45636.3574
End North: 25827.0008 East : 45714.3474
Line Course: N 00-55-11 W Length: 50.00
North: 25876.9944 East : 45713.5448
Line Course: N 89-29-54 E Length: 50.00
North: 25877.4322 East : 45763.5429
Line Course: S 00-55-11 E Length: 331.56
North: 25545.9149 East : 45768.8649

Perimeter: 1369.46 Area: 2,676 sq.ft. 0.061 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0027 Course: S 88-19-40 W

Error North: -0.00008 East : -0.00268

Precision 1: 507,207.41

**RECORDING REQUESTED BY:
CITY OF GARDEN GROVE**

Once Recorded, Return To:
City of Garden Grove
Engineering Department
11222 Acacia Parkway
Garden Grove, California 92840

APN: 099-362-20 & 21

Address: 10921 Westminster Ave.
Garden Grove, CA
92843

NO RECORDING FEE REQUIRED:

This document is exempt from Fee Pursuant
to Government Code Section 11922
Documentary Tax Due: \$None

By: _____

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ does hereby grant, to the CITY OF GARDEN GROVE, a Municipal Corporation ("Grantee"), an EASEMENT for street, highway, and public utility purposes over, under, and upon the real property in the City of Garden Grove, County of Orange, State of California described as follows:

Said Easement Deed is more specifically described in Exhibit "A" and shown on Exhibit "B" both attached hereto.

F. J. Hanshaw Enterprises Inc.

BY: *Fredrick J. Hanshaw*

3/1/2018

Date

ITS: President/owner

Sheet 1 of 4
City Index No. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California)
County of Orange)

On March 1, 2018 before me, Debra Hoffman Notary Public,
DATE NAME, TITLE OF OFFICER

Personally appeared Frederick J. Hangshaw

NAME(S) OR SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Debra Hoffman
SIGNATURE OF NOTARY PUBLIC



CITY OF GARDEN GROVE ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____ from _____, to the City of Garden Grove, a Municipal Corporation, is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the City Council adopted on _____ and the grantee consents to the recordation thereof by its duly authorized officer.

By: _____

City Engineer
City of Garden Grove

Sheet 2 of 4
City Index No. _____

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS UNDER
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA")
(26 U.S.C. 1445)**

File No: _____

March 1st, 2018**THIS SECTION FOR INDIVIDUAL TRANSFEROR:**

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, I, Frederick J. Hanshaw, hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identification number (Social Security Number) is 235-44-1412;
3. My home address is 9282 Royal Palm, Garden Grove, CA 92841

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Date

Signature

Typed or Printed Name

THIS SECTION FOR ENTITY TRANSFEROR:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Fre F.J. Hanshaw Enterprises, Inc., [name of transferor] ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 95-3308544;
4. Transferor's office address is 10921 Westminster Avenue,
Garden Grove, CA 92843.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date

Signature

Typed or Printed Name

BUYER

CITY OF GARDEN GROVE, a
California municipal corporation,

City Manager Dated:

Attest:

City Clerk Dated:

Approved as to form by:

Omara J. Anderson 9-5-18
City Attorney Dated:

SELLER

F J Hanshaw Enterprises Inc.

By: Fred J. Hanshaw
Print Name:

Its: President / Owner
Dated: 3/1/2018

Exhibit List

- Exhibit A -- Legal Description of the Right of Way Easement
- Exhibit B -- Depiction of the Right of Way Easement
- Exhibit C -- Form of Right of Way Easement
- Exhibit D -- Affidavit of Non-foreign Taxpayer Status

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Maria Stipe

Dept.: City Manager Dept.: City Manager

Subject: Discussion and consideration Date: 9/25/2018
of the Orange County Fire
Authority Fire Services
Proposal and related analysis
as requested by City
Manager Stiles. (*Action
Item*)

Attached is the Orange County Fire Authority (OCFA) Fire Services Proposal that was presented to the City Council on March 27, 2018, and the analysis of the OCFA proposal provided by the Finance Department and Fire Chief at the Study Session held on August 28, 2018. On September 19, a collaborative review meeting was conducted with representatives from OCFA, the Fire Association, Fire Management Association, the City Council sub-committee and staff in accordance with direction provided at the Study Session. The presentation provided by the Fire Association at the September 19 meeting is also attached. Follow-up discussion meetings are continuing with all parties.

It is recommended that the City Council consider the attached documents and provide further direction to staff.

ATTACHMENTS:

Description	Upload Date	Type	File Name
OCFA Proposal	9/20/2018	Backup Material	OCFA_3-27-18.pdf
OCFA Proposal Review	9/20/2018	Backup Material	9-25-18_ocfa-proposal-review-presentation.pdf
Fire Department Operational Analysis	9/20/2018	Backup Material	9-25-18_Fire_Department_Operational_Analysis.pdf
GGFD Local 2005 Presentation	9/21/2018	Backup Material	9-25-18_GGFD_Local_2005_Presentation.pdf

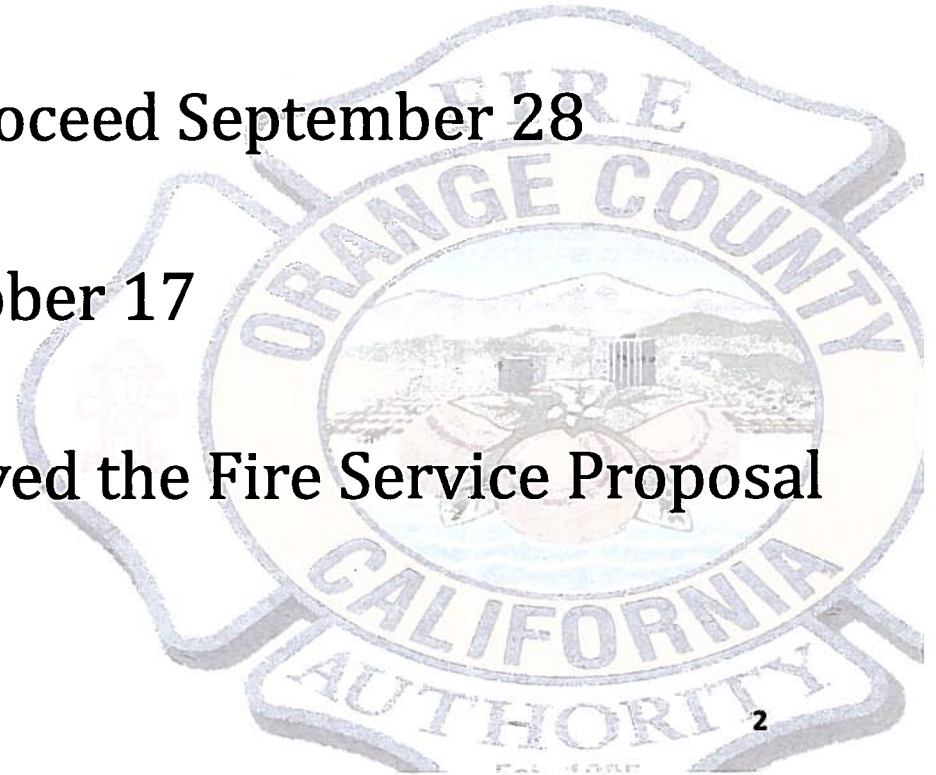
OCFA Fire Services Proposal to Garden Grove City Council

March 27, 2018



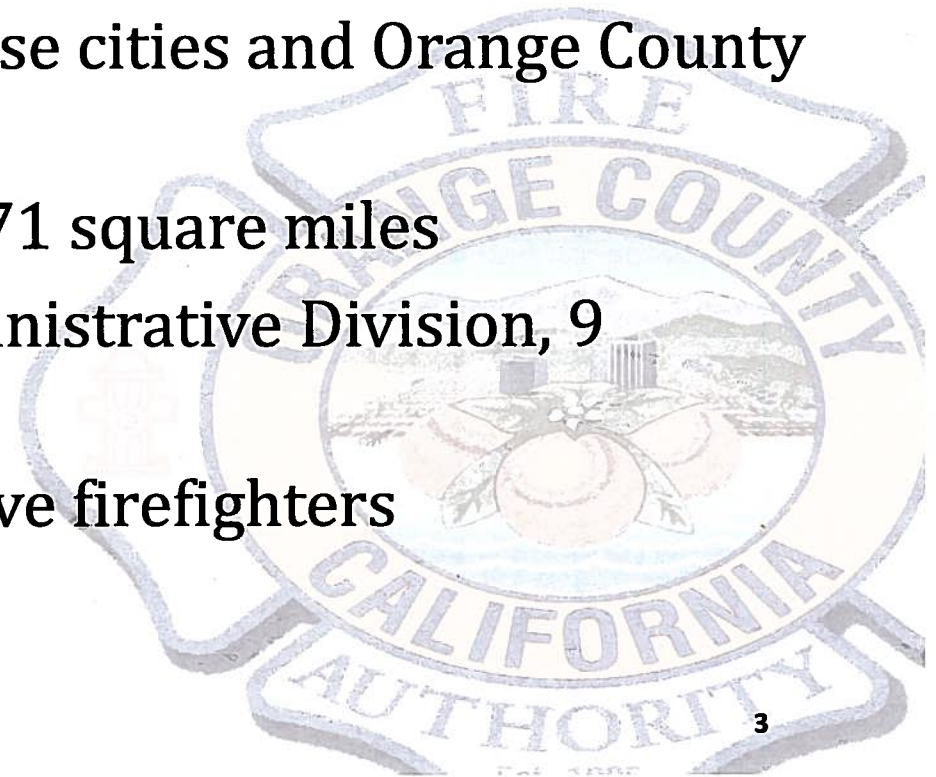
Proposal History

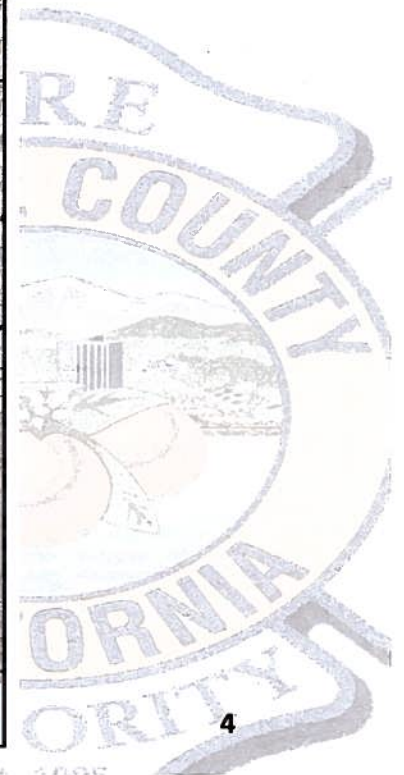
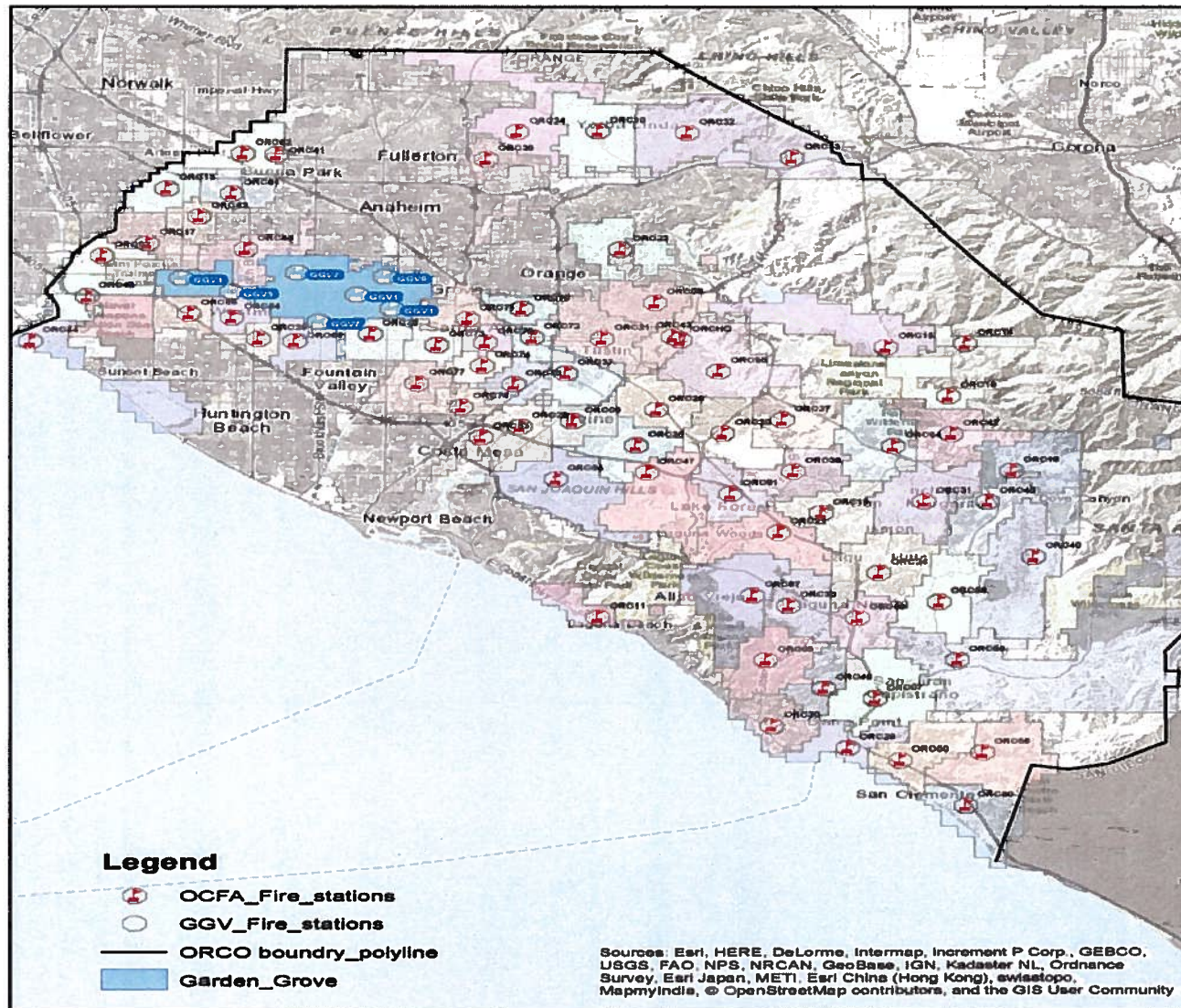
- OCFA received request for proposal September 22
- OCFA Board approved Staff to proceed September 28
- First meeting with City staff October 17
- OCFA Board unanimously approved the Fire Service Proposal (FSP) March 22



The OCFA

- Fiscally Strong Organization
- Serves 23 demographically diverse cities and Orange County unincorporated areas
- Serves 1.8 million residents in 571 square miles
- 7 Geographical Divisions, 1 Administrative Division, 9 Battalions
- 1,019 Firefighters and 172 reserve firefighters
- 297 non-safety personnel





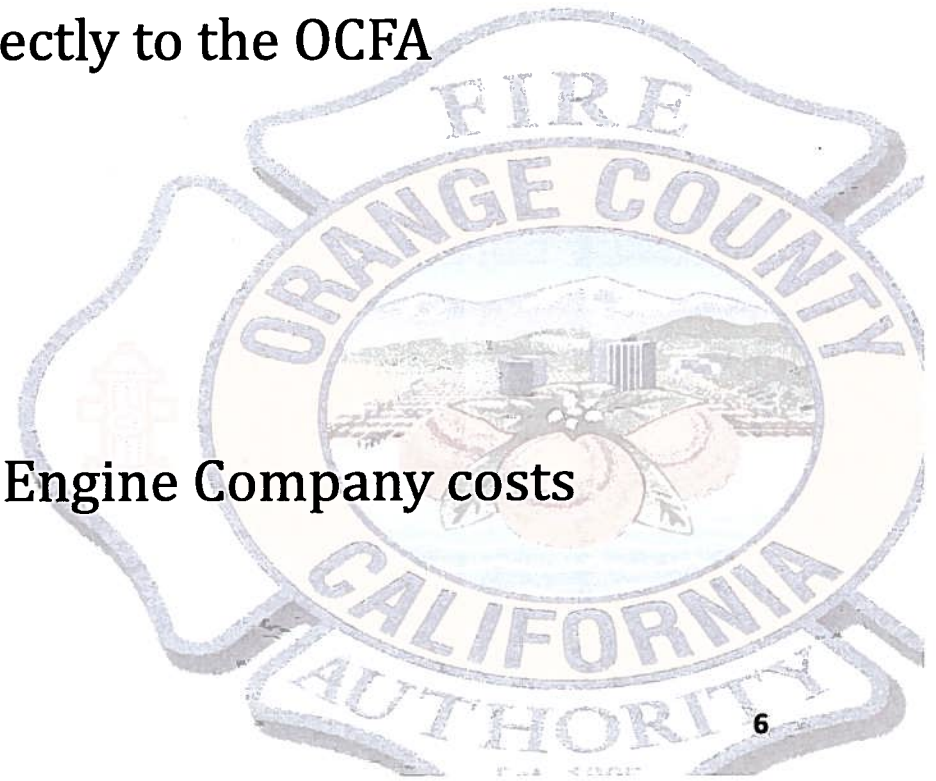
Governance

- Board of Directors
 - One council member from each city
 - Two members from OC Board of Supervisors
- Executive Committee
- Budget and Finance Committee
- Human Resources Committee
- City Managers' Technical Advisory Committee
- City Managers' Budget and Finance Committee



Types of City Membership

- Structural Fire Fund Members (16)
 - Funded through property taxes directly to the OCFA
- Cash Contract Cities (8)
 - Had previous fire department
 - Funded by individual cities
 - Contract costs based on Truck and Engine Company costs



Benefits to Garden Grove

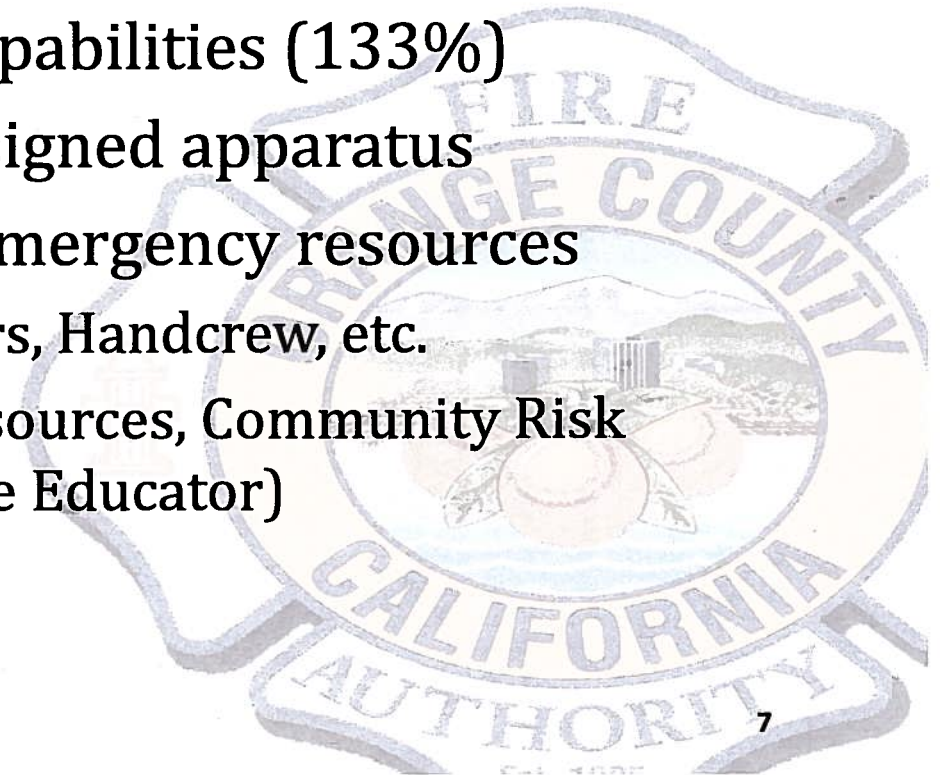
Reduced cost for fire service in City

Increase in Paramedic response capabilities (133%)

Four-person staffing on all City assigned apparatus

Use of OCFA emergency and non-emergency resources

- Haz-Mat, US&R, Helicopters, Dozers, Handcrew, etc.
- Community Education, Human Resources, Community Risk Reduction, Purchasing, EMS (Nurse Educator)



Benefits to OCFA

Strengthens Organization

- Garden Grove borders 6 OCFA service areas
 - More OCFA emergency resource response capabilities
 - Enhances regional services



Proposal Cost to Garden Grove

OCFA Proposal Cost Budget Comparison with annual increases

	2018/19	2019/20	2020/21	2021/22
OCFA Service Charge (A)	\$22,592,221	\$23,608,870	\$24,671,258	\$25,781,464
OCFA % Inc. Maximum	Included in cost	4.50%	4.50%	4.50%
2018/19 GGFD Budget Total (B)	\$25,122,000	\$25,912,000	\$26,816,000	\$27,339,000
% Increase		3.14%	3.49%	1.95%
Annual Savings (B-A)	\$2,529,779	\$2,303,129	\$2,144,730	\$1,557,523
Cumulative Savings		\$8,535,161		

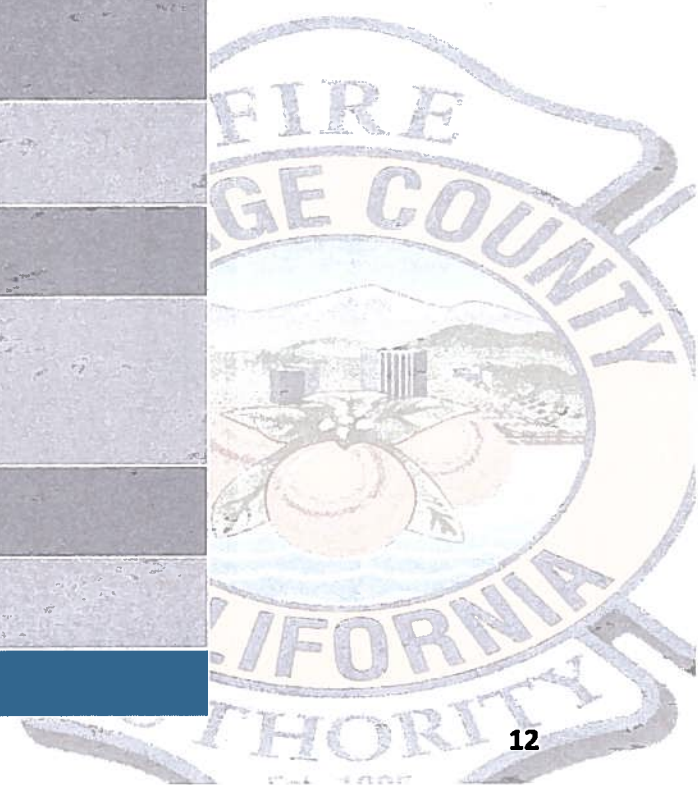
Summary of Start-Up costs	
Communications	\$293,146
Facilities	\$156,500
Personnel	\$152,650
Service Center	\$309,661
Fleet Services	\$20,800
EMS	\$203,468
Total	\$1,136,225

Yearly Savings Comparison Using 10 year average increases

	FY 2029/30	FY 2030/31	FY 2031/32	FY 2032/33	FY 2033/34
OCFA Contract	\$ 30,993,512	\$ 31,897,283	\$ 32,827,408	\$ 33,784,655	\$ 34,769,816
	2.92%	2.92%	2.92%	2.92%	2.92%
GGFD Budget	\$ 31,900,394	\$ 32,600,715	\$ 33,316,410	\$ 34,047,817	\$ 34,795,281
	2.20%	2.20%	2.20%	2.20%	2.20%
Savings	\$ 906,882	\$ 703,432	\$ 489,002	\$ 263,162	\$ 25,465
Accumulated Savings	\$ 21,560,119	\$ 22,263,551	\$ 22,752,553	\$ 23,015,715	\$ 23,041,180

Start Up Costs

Based on 84 Sworn		
Service Center \$309,661	Helmet Shields Station Equipment Brush Helmets Wildland PPE Fire Shelters Wildland T-shirts	Goggles Rain Gear Apparatus Complement Uniforms Dress Uniforms Apparatus Decaling
Personnel Costs \$152,650	Physicals Insurance (Risk Management) Livescan	
Fleet Services \$20,800	Apparatus Repairs	
Comm/IT \$293,146	Station Alarms Station Phones (Office & Fax) Tablets for Engines/Trucks Radios (Station & Mobile) Pagers OCFA Computer Programs	Station Network Station Computers Printers/Copiers Radio Pacset MDC's Vehicle Tech Upgrades
Facilities \$156,500	Gear Grids Air Compressors New Refrigerators	Station Locks Safety on Gates New mattresses
EMS \$203,468	Nurse Education Equipment	Standardize Equipment
Total Start-Up Costs: \$1,136,225		



Paramedic Deployment

Paramedic Assessment Unit (PAU)

One Paramedic



Paramedic Engine (PME)

Two Paramedics



- Orange County EMSA – Requires a paramedic response to have at least two paramedics
- Whenever a PAU is dispatched to a paramedic level call a PME is also dispatched – **impacting coverage**
- Two-in Two-out (OSHA requirement for rescue)

Deployment Comparison

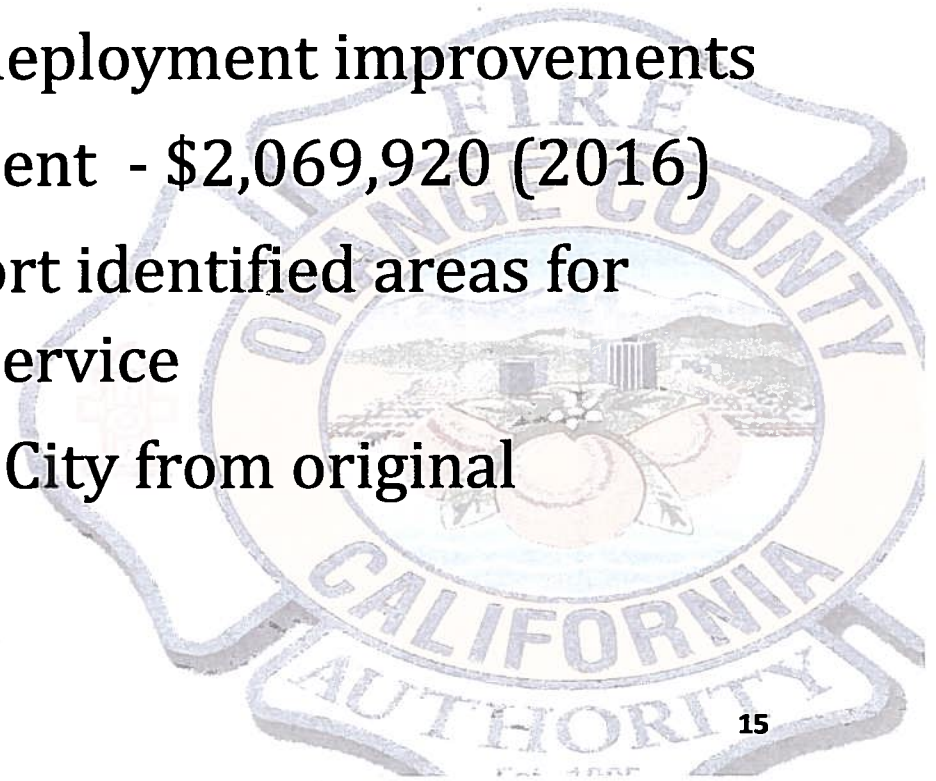
OCFA Proposal comparison with current Garden Grove deployment

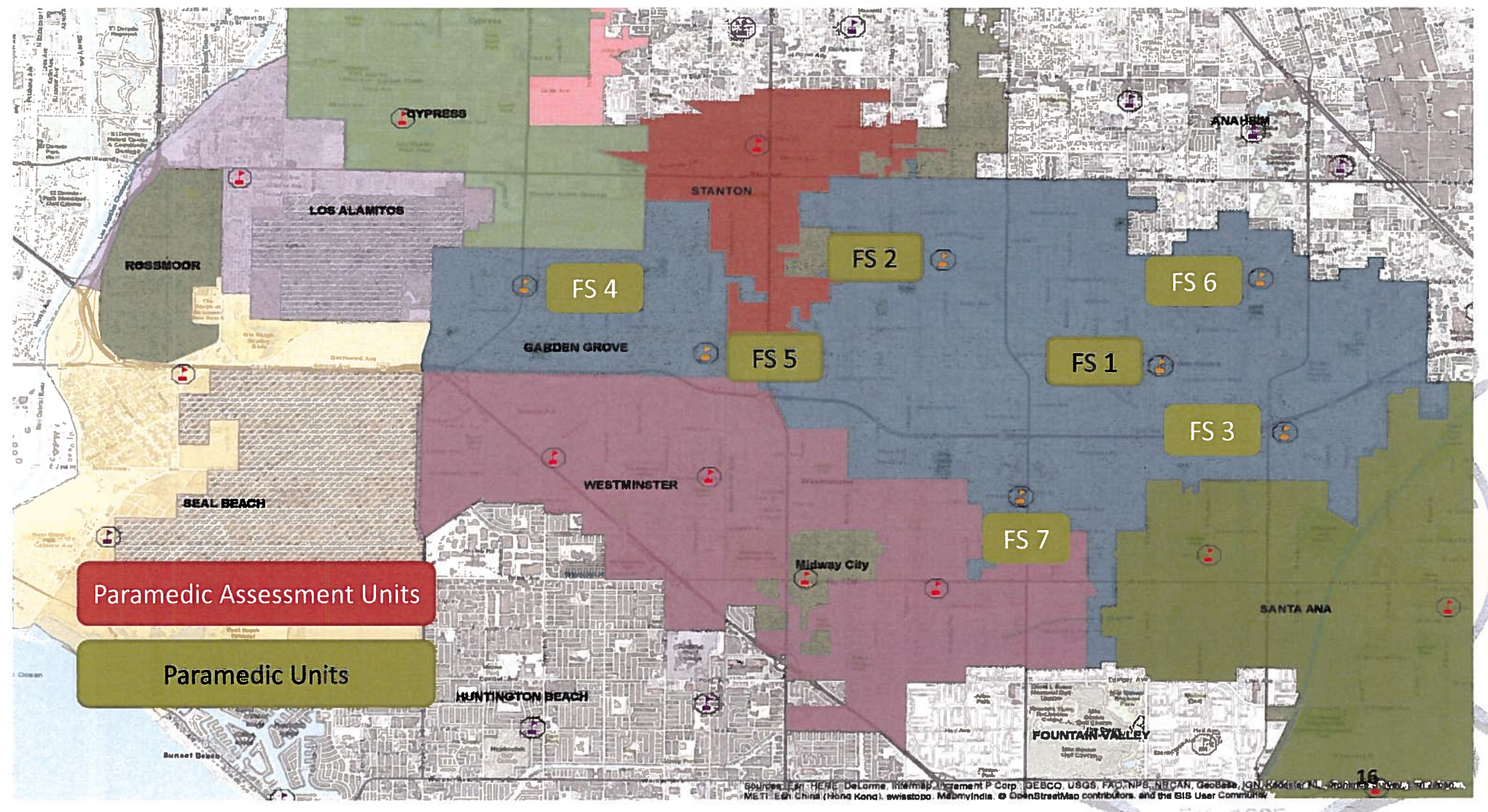
	Station 1	Station 2	Station 3	Station 4	Station 5	Station 6	Station 7	Daily Staffing
GGFD Current Deployment	Truck BLS Eng. PM Squad BC	PME	PAU	PAU	PME	PAU	PAU	29
OCFA	PMT BC	PME	PME	PME	PMT	PME	PME	29

1. PME = Paramedic Engine, PMT = Paramedic Truck, PAU = Paramedic Assessment Unit
2. Indicates conversion to **ALS** capability
3. **OCFA T64 is relocated to Garden Grove Station 5**

2016 GGFD Deployment Report

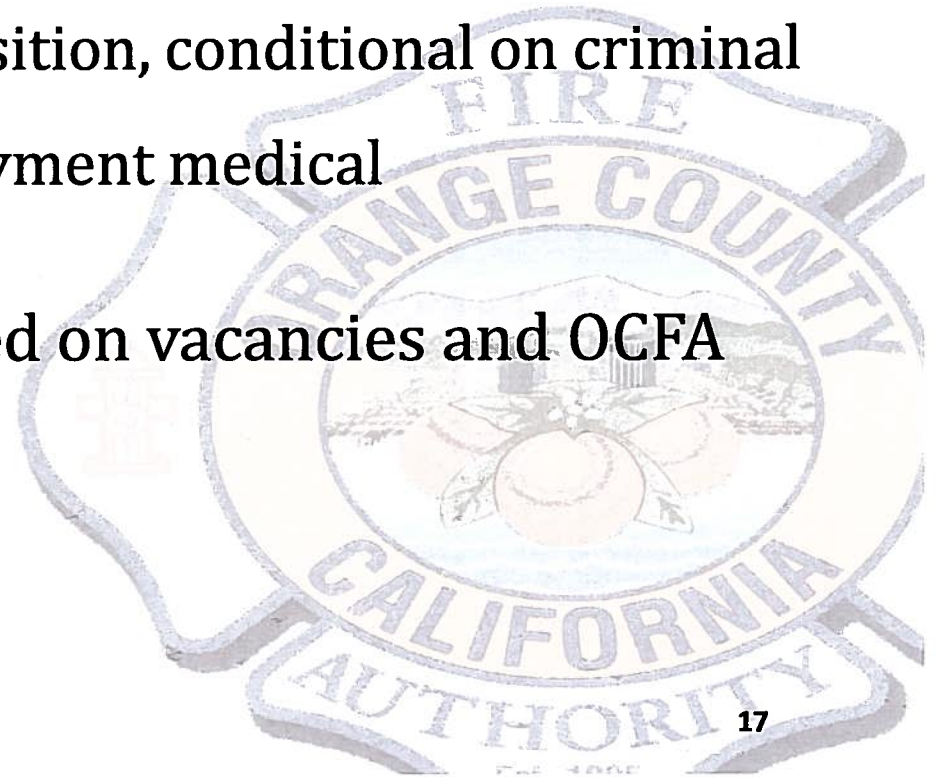
- Identified areas for improvement
- 3 phases over 3 years for GGFD deployment improvements
- Estimated Cost to City to implement - \$2,069,920 (2016)
- OCFA FSP meets or exceeds Report identified areas for improvement on Day 1 of OCFA service
- 4 year savings of \$16,814,841 to City from original projected cost





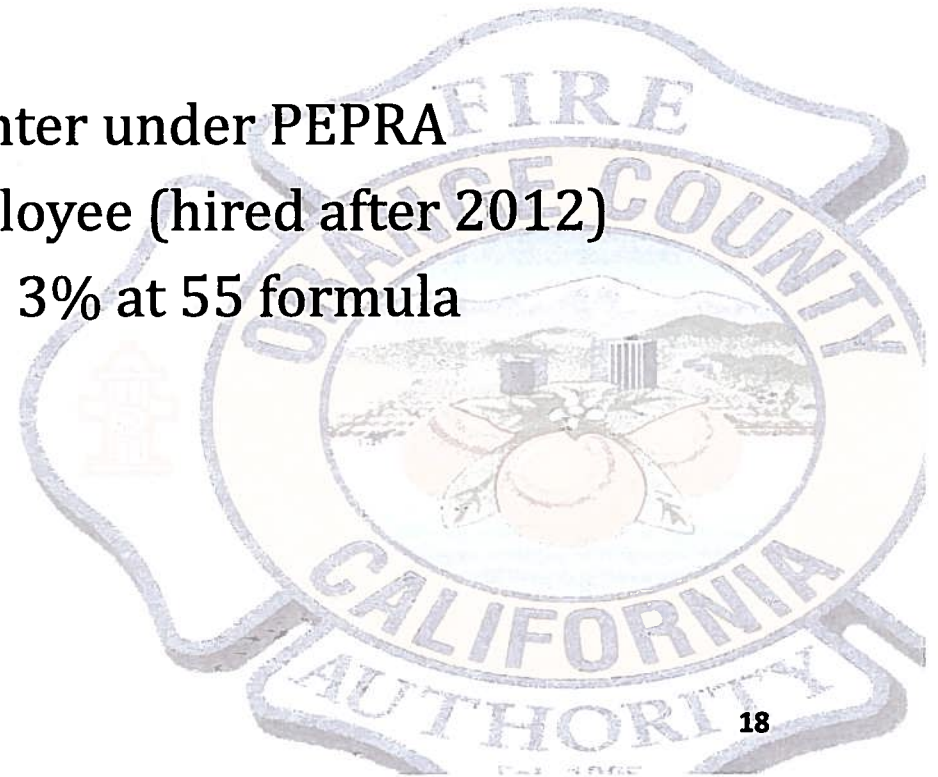
Personnel/Transition

- Minimum 120 day timeline
- All GGFD sworn employees to transition, conditional on criminal record/DMV check and pre-employment medical
- Non-sworn personnel hired based on vacancies and OCFA needs



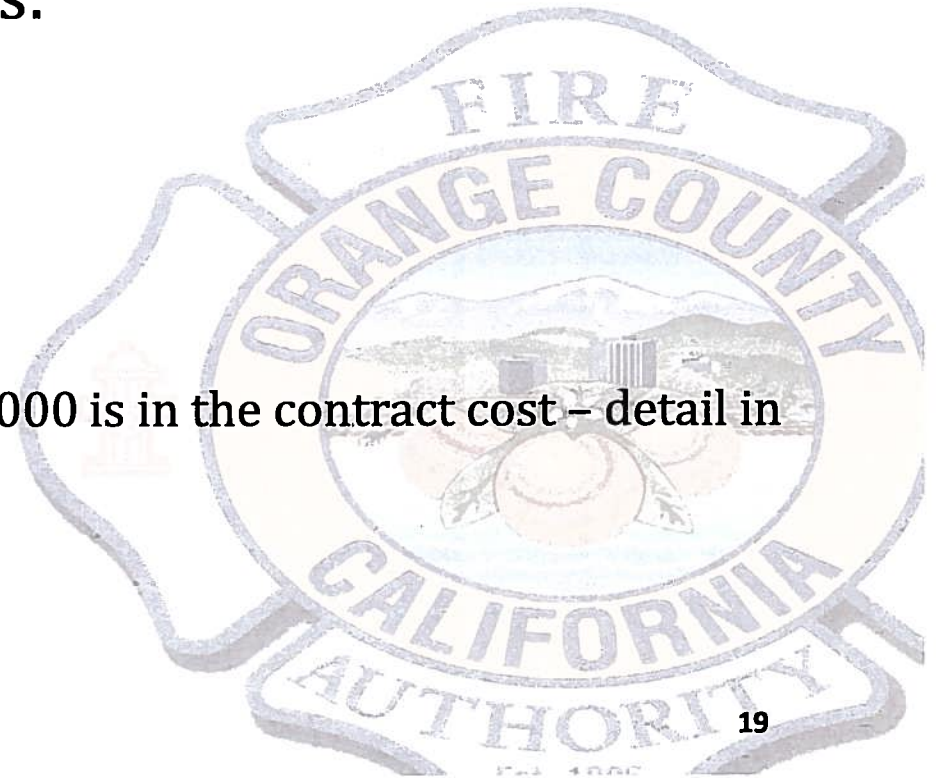
Retirement

- Four Options
 - Retire from Fire Service
 - Retire from PERS, join OCFA and enter under PEPRA
 - Utilize reciprocity as a PEPRA employee (hired after 2012)
 - Utilize reciprocity with OCERS into 3% at 55 formula



Facilities

- Ownership of fire stations remain with City of Garden Grove
- Expenses divided into 3 categories:
 - Start up costs -\$156,500
 - Capital Improvements
 - Project costs that exceed \$15,000
 - Yearly Maintenance
 - \$15,000 per station for a total of \$105,000 is in the contract cost – detail in FSP



Apparatus

Proposal includes 10 Vehicles to OCFA from GGFD

- 6 Type 1 engines
- 1 Truck Company – Will be replaced with OCFA Truck
- 3 Small Vehicles

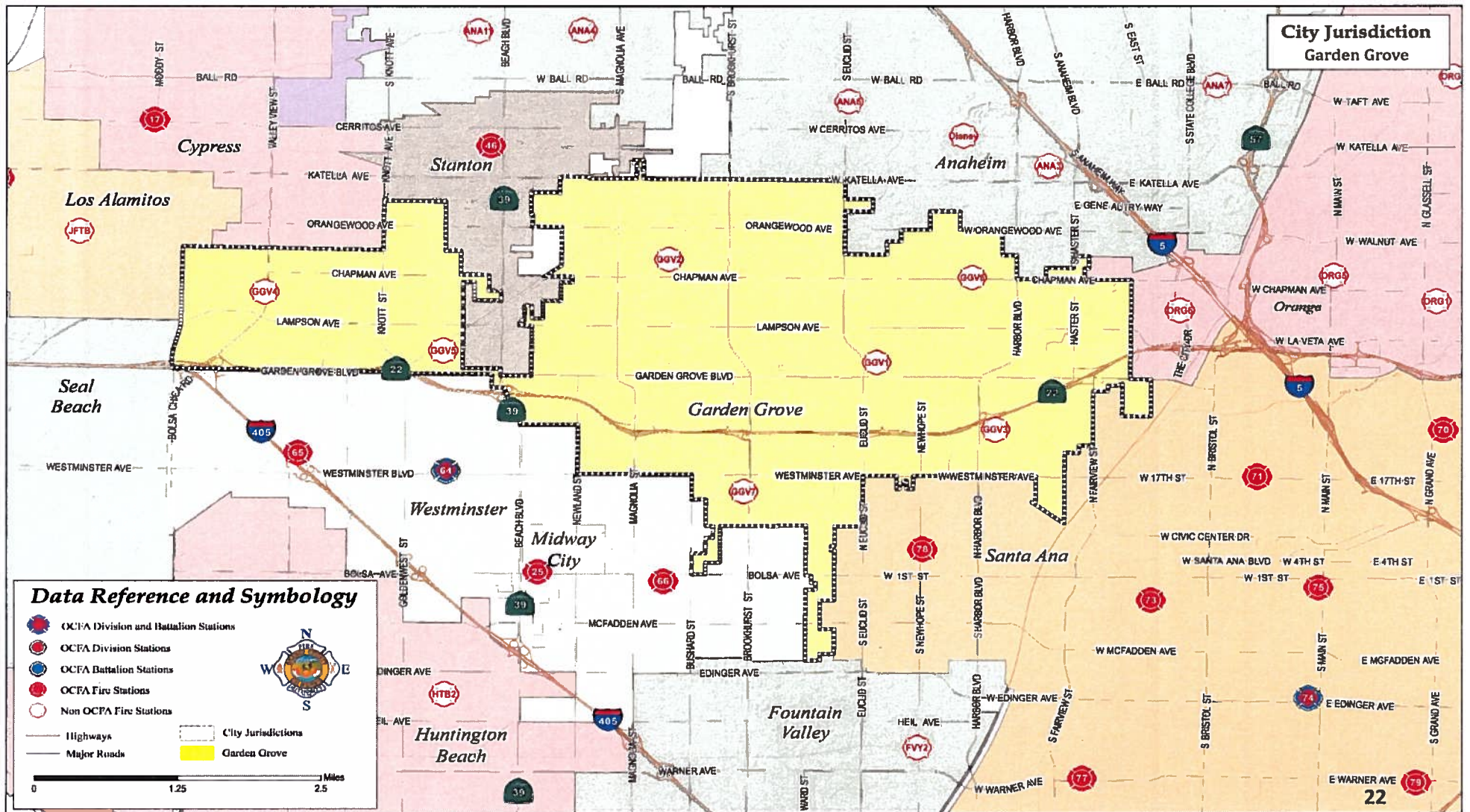
Options to City with other Fire Department vehicles

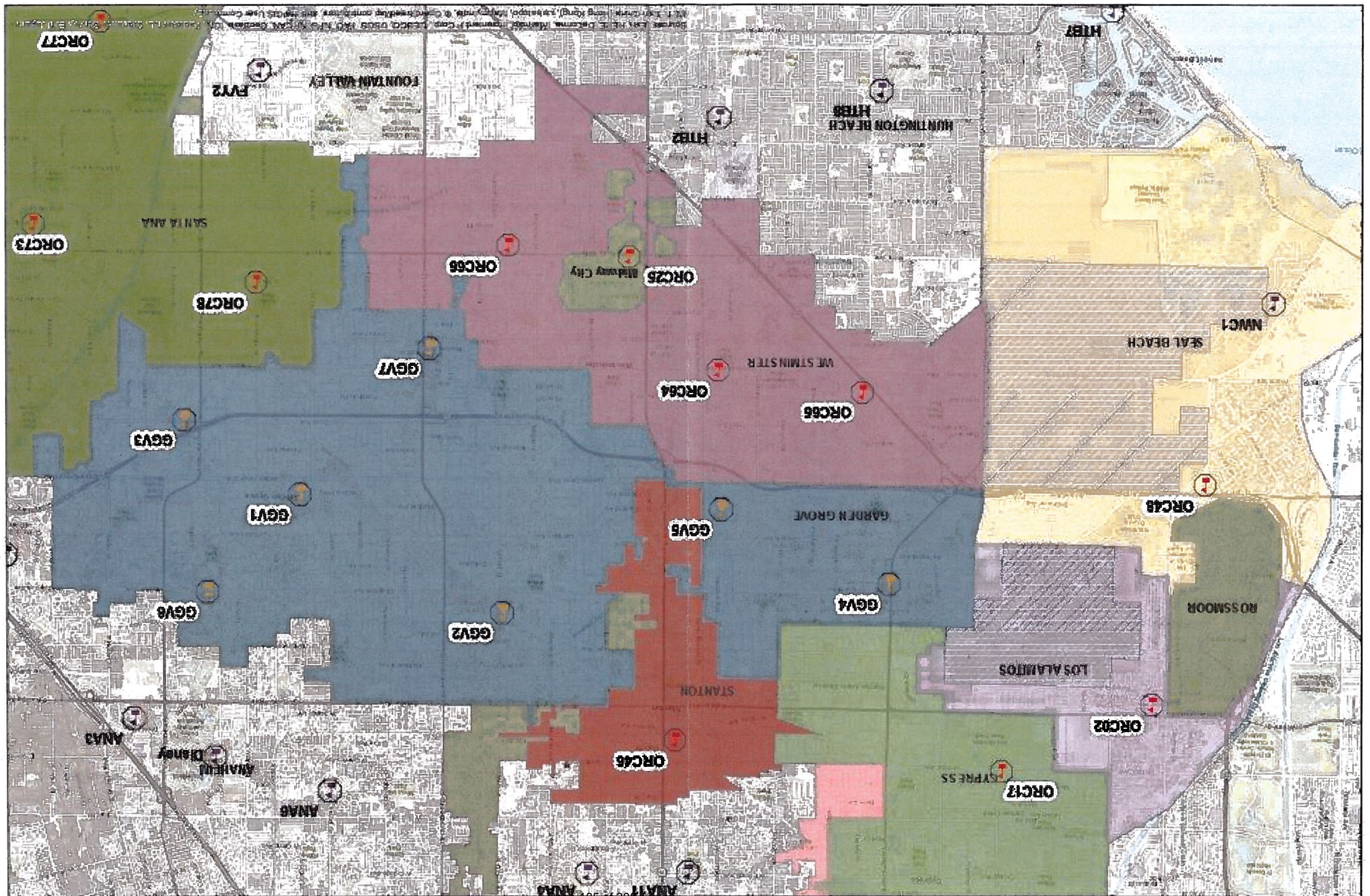
- Keep vehicles
- Sell on their own
- OCFA assistance with selling



Questions ?

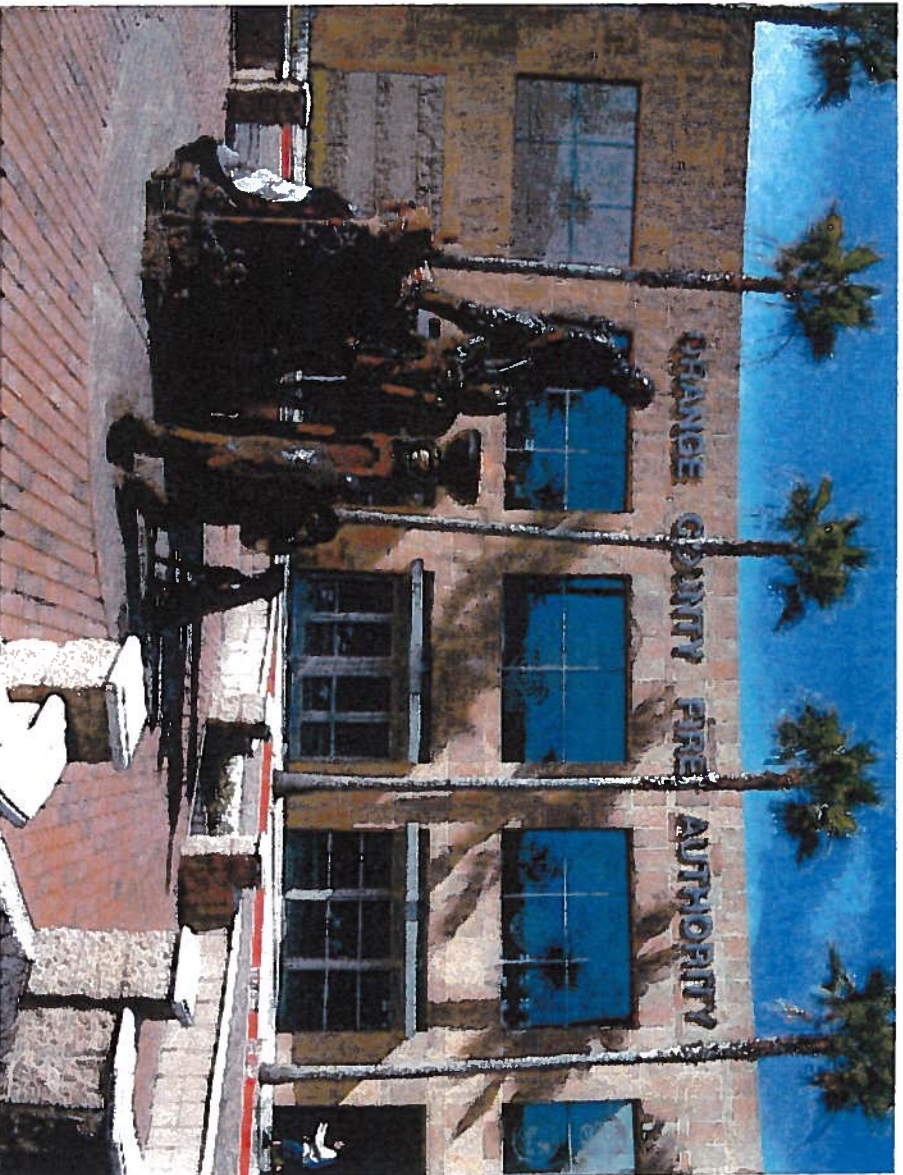






Orange County Fire Authority

Emergency Command Center



Work Schedule Analysis

March 8, 2018

Purpose

This white paper intends to overview the current work environment in the Emergency Command Center (ECC) and compare 24-hour and 12-hour shift schedules for dispatchers.

Section 1. - Introduction

The ECC is an essential component of every OCFA emergency response. Although less visible to the community than firefighters, dispatchers are first to make contact with the public, obtain information about the emergency, and initiate a response. To support the critical and time-sensitive role of the ECC, adequate staffing is needed 24-hours a day and 7-days a week. Without sufficient staffing, there may be delays in rapidly answering 9-1-1 calls, initiating emergency response, and coordinating resources; all having the potential to impact public and firefighter safety.

Although *staffing* and *scheduling* are often used interchangeably, it is essential to clarify the distinction between the two terms. Staffing concerns "*the number of employees needed to do the job*" while scheduling assigns "*employees to specific time blocks to match the need*" (APCO, 2005, p. 67). That is, staffing is of critical importance because it determines the number of dispatchers on-hand to address phone and radio traffic. Decisions about shift lengths, meal and break times, and day on/off patterns are scheduling considerations and don't speak to staffing needs.

Section 1.1 - ECC Overview

The ECC is located at the Regional Fire Operations and Training Center (RFOTC) in Irvine, California, and operated by 27 shift dispatchers, three shift supervisors, and six administrators (Attachment 1). The ECC provides service to 1.8 million residents of Orange County who live in the 23 cities served and unincorporated areas of Orange County. In coordination with 9-1-1 centers throughout the county and state, emergency calls are answered, call nature and location identified, and resources dispatched. All dispatchers are Emergency Medical Dispatcher (EMD) certified to provide medical advice and treatment instruction to callers before the arrival of first-responders. Examples of instructions include

clearing airway obstructions, bleeding control, CPR, and childbirth procedures. Dispatchers also answer non-emergency phone lines to receive complaints and service-related requests.

The ECC serves as the Operational Area Coordinator for all Orange County fire service agencies, which provides mutual aid fire and rescue resources throughout the state. This responsibility includes handling requests from California's Statewide Fire and Rescue Mutual Aid system, dispatching and tracking of fire and rescue mutual aid resources, and coordinating asset movement.

Section 1.2 - Dispatcher Roles/Responsibilities

The ECC has four key positions that are staffed throughout the workday. Fire Communications Dispatchers (FCD) fill the roles of call-taker, primary dispatcher, and tactical radio operator, and one Fire Communications Supervisor (FCS) oversees and coordinates activities.

- Call-Takers obtain relevant information and inputs into Computer Aided Dispatch; sorts calls using medical criteria; provides pre-arrival instructions; calms emotional callers.
- Primary Dispatcher determines and dispatches appropriate personnel and apparatus; maintains the status of equipment, personnel, and apparatus as to location, availability, and ensures optimum coverage; serves as a liaison with the public and other public officials for inquiries and customer complaints.
- Tactical Radio Operators receive and process requests from field personnel over multiple radio frequencies; track incident and unit statuses; make notifications to assisting partner agencies.
- Shift Supervisors oversee the operations and employees, which includes: prioritizing and assigning work; conducting performance evaluations; ensuring staff is trained; administrative and disciplinary actions; supervises the disposition of emergency calls and the dispatching of fire suppression and EMS units.

Section 1.3 - Emergency Activity and Staffing Levels

Like fire departments across the nation, the OCFA is experiencing a steady annual increase in emergency activity and calls for service (National Fire Protection Agency, 2017). In the last five years, emergency activity has increased 24% (See Table 1); the expanding call volume directly affects the dispatchers as each call requires entry, dispatch, and tracking. In 2012, the ECC was staffed each day with seven dispatchers and one supervisor on a 24-hour period. After partnering with the City of Santa Ana, a part-time 12-hour position was added. As call volume continued to grow, one full-time dispatcher was added in 2016 and the part-time position converted to full-time in 2017. Today's daily staffing of the ECC includes nine dispatchers and one dispatch supervisor on a 24-hour shift schedule. Forced backfill is utilized to maintain daily staffing of eight dispatchers and one supervisor as agreed upon through the ECC Joint Labor-Management group.

Table 1 – Incident and Phone Activity

	2013	2014	2015	2016	2017
9-1-1 Calls Received	80,977	84,028 3.8% Increase	93,005 10.7% Increase	102,171 9.9% Increase	106,452 4.2% Increase
9-1-1 Answered within 15-seconds	99.87%	99.77%	99.72%	99.66%	99.54%
Incidents Dispatched	114,354	117,105 2.4% Increase	130,713 11% Increase	136,934 4.7% Increase	141,858 ¹ 3.6% Increases
Dispatchers per 24-hour shift	7 full-time 1 part-time	7 full-time 1 part-time	7 full-time 1 part-time	8 full-time 1 part-time	9 full-time
Supervisors per 24-hour shift	1 full-time	1 full-time	1 full-time	1 full-time	1 full-time
¹ Incident totals for 2017 are under final review by Strategic Services and should be considered preliminary					

In 2017, the ECC dispatched on average 389 incidents and answered 292 9-1-1 calls each day. The number of incidents per hour was highest between 8 AM and 9 PM (averaging over 16 calls per hour) and lowest between 1 AM and 6 AM (Attachment 5). Weekdays were roughly 5% busier than weekends, and

Friday's statistically had the highest volume of emergency responses (Attachment 6). Seasonally, January and December were the most active months with on average over 400 responses each day (Attachment 7).

Section 2. - Analysis

While the focus of this paper is on scheduling differences between 24-hour and 12-hour shift schedules, it is first necessary to calculate 'how many' dispatchers are needed in the ECC at any one time – also known as the staffing level. Having an adequate number of dispatchers at their consoles ensures 9-1-1 calls are answered rapidly, units are dispatched, and radio traffic answered. When there is inadequate staffing, performance is negatively affected.

Section 2.1 - Staffing Level Standards

The goal of determining staffing levels is to figure out "the number of positions needed to comfortably handle the workload" (APCO, 2005, p. 2). As workload increases so do the needed number of dispatch personnel. A variety of public safety agencies and associations provide formulas and calculations for staffing levels although no single formula can be applied to all organizations.

Adequate staffing has its benefits to employees. In a 2005 study, up to one-third of dispatch centers were chronically understaffed, which was correlated to excessive overtime, employee burnout, high turnover rates, and empathy fatigue (APCO, 2005; Gendron, 2015). Understaffing and information overload contribute to stress, lower job satisfaction, and higher tolerance for errors (Pendleton, 2008).

The following bullet points identify a variety of approaches to calculating staffing levels. Part art and part science, staffing needs are often based on management experience, judgment, and performance measures. While staffing formulas often focus on the concept of workload to determine needed personnel, an important caveat requires attention. As a dispatch center approaches maximal efficiency, the margin to take on additional work diminishes. It is vital for dispatch centers to plan for unanticipated surges in call activity due to severe weather, natural disasters, and internal disruption. During peak

activity, every member of the dispatch center contributes and helps maintain critical 9-1-1 answering times and dispatch center performance.

- California Office of Emergency Services (Cal OES) – Under California’s Governor of Emergency Services, serves “the public through effective collaboration in preparing for, protecting against, responding to, recovering from, and mitigating the impacts of all hazards and threats.”
 - CalOES does not have a standard for 9-1-1 center minimum staffing.
 - 9-1-1 Calls: Ninety-five (95) percent of Incoming 9-1-1 calls shall be answered within fifteen (15) seconds
- Emergency Call Tracking System (ECATS) – Provided by the state of California, ECATS “is a statewide 9-1-1 call related data gathering system” which gathers and analyzes data, and generates reports.
 - Based on 2017 phone data, two (2) to three (3) call takers are needed (based on time of day) to answer 90% of 9-1-1 calls within 10 seconds; two (2) to four (4) call takers are needed (based on time of day) to answer both 9-1-1 calls and administrative lines within 10 seconds (Attachments 12 & 13).
- International Association of Fire Chiefs (IAFC) – Mission “to provide leadership to current and future career, volunteer, fire-rescue and EMS chiefs, chief fire officers, company officers and managers of emergency service organizations throughout the international community through vision, information, education, services and representation to enhance their professionalism and capabilities.”
 - IAFC does not have a standard for 9-1-1 center minimum staffing.
- International Organization of Standardization (ISO) – “an independent, non-governmental international organization with a membership of 161 national standards bodies. Through its members, it brings together experts to share knowledge and develop voluntary, consensus-based,

market-relevant International Standards that support innovation and provide solutions to global challenges."

- ISO points to NFPA 1221 to assess communications center performance
- National Emergency Number Association (NENA) – “As The Voice of 9-1-1™, NENA is on the forefront of all emergency communications issues. The association serves its members and the greater public safety community as the only professional organization solely focused on 9-1-1 policy, technology, operations, and education issues. With more than 12,000 members in 48 chapters across the United States and around the globe, NENA promotes the implementation and awareness of 9-1-1, as well as international three-digit emergency communications systems.”
 - NENA offers a staffing calculator based on 9-1-1 calls and 10-digit emergency call volume (Attachment 3). The formulas, dating back to 2003, was designed for dispatch centers much smaller than the OCFA’s; the calculated results of 33.4 needed dispatchers should be interpreted with the formula’s limitation in mind.
- National Fire Protection Agency (NFPA) – “The National Fire Protection Association (NFPA) is a global nonprofit organization, established in 1896, devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.”
 - “There shall be a minimum of two telecommunicators on duty and present in the communications center at all times.”
 - “The Authority Having Jurisdiction (AHJ) shall ensure that there are sufficient telecommunicators available to effect the prompt receipt and processing of alarms needed to meet the requirements of section 7.4.”
 - 9-1-1 Calls: Ninety-five (95) percent of Incoming 9-1-1 calls shall be answered within fifteen (15) seconds, and ninety-five (99) percent of incoming 9-1-1 calls shall be answered within fifteen (40) seconds

- o Alarm Processing: Ninety (90) percent of emergency alarm processing shall be completed within 64 seconds, and ninety-five (95) percent shall be completed within 106 seconds.

Section 2.2 - Shift Schedules

Shift work is a fact of life in dispatch centers. According to APCO, “the shift assignment is the most critical contributor to employees’ feelings of control over their lives” (2005, p. 20). Most police and fire communications centers across the nation use 8-hour shifts (49%) with 10-hour shifts (10%) and 12-hour shifts (3%) less prevalent. The remainder of dispatch centers (38%) utilize combinations of 8, 10, 12, and 24-hour shifts or unique configurations that meet employee or agency needs. Table 2 displays a small sample of work schedules used by Orange County fire agencies, surrounding counties, agencies previously recognized in OCEA documents, and like-function centers; the number of entries in each column is not intended to infer how frequently each schedule is used throughout the state.

Table 2 – Survey of 9-1-1 Center Shift Schedules

12-hour	12/24-hour	24-hour	48-hour
CalFire/Riverside CalFire/San Diego San Diego City Heartland (San Diego) Costa Mesa Police/Fire LA County	Laguna Police/Fire Metronet Fire JPA Sacramento Regional Ventura County Fire Verdugo Fire	North County Fire City of Montecito Fire City of Stockton Fire LA City (sworn FF's) Contra Costa Fire San Ramon Valley FPD OCFA	Marin County Fire

In Table 3, a side-by-side comparison of 24-hour and 12-hour schedules are listed, which show required personnel, costs, schedules, and strengths and weaknesses.

Table 3 – 24-hour schedule vs. 12-hour schedule

	24-hour shift schedule (current)	12-hour shift schedule (proposed)
Total Supervisors Required	3	4
Total Dispatchers Required	27	28
Total Salaries & Employee Benefits	\$4,816,098	\$5,347,544 (11.03% increase)
Start Time	7 AM	7 AM Day Shift 9 AM (1 dispatcher added) 1 PM (1 dispatcher added) 7 PM Night Shift
Shift Cycle	XOXOXOXOXOOO (X = work day)	XXOXXXXXOXXXXO (X = work day)
Shift Length	24-hours	12-hours
Hours Work at Console	15-hours	11-hours
Average Shifts per Month	10	15
Maximum Shift Duration	48-hours forced overtime 72-hours voluntary overtime	16-hours voluntary/forced overtime
Dispatchers		
At RFOTC	Day = 9 dispatchers Night = 9 dispatchers	Day = 7 to 9 dispatchers Night = 5 to 7 dispatchers
At ECC Console	Day = 5 to 9 dispatchers Night = 3 to 6 dispatchers	Day = 7 to 9 dispatchers Night = 5 to 7 dispatchers
Supervisors		
At RFOTC	1	1
At ECC Console	All hours except 2 PM – 5 PM (3 hours) & 1 AM to 7 AM (6 hours)	All hours except 1 PM to 2 PM (1 hour) & 1 AM to 2 AM (1 hour)
Strengths	<ul style="list-style-type: none"> Cost-effective Nine (9) dispatchers on-site at all times for unforeseen surges in activity Meets Staffing Level Standards (Sect. 2.1) 	<ul style="list-style-type: none"> Improved supervisor coverage and ratio of incidents per dispatcher (Attachment 9) Replenished dispatchers every 12-hours Meets Staffing Level Standards (Sect. 2.1)
Weaknesses	<ul style="list-style-type: none"> Supervisors away from ECC for nine (9) hours of shift Challenging to add 24-hour positions as center operations grow since all start at 7 AM 15-hours of focused work per shift 	<ul style="list-style-type: none"> Call-back of additional dispatchers may be necessary for unforeseen surges in emergency activity (Attachment 2) Requires two additional full-time positions (one FCD and one FCS) 11-hours of focused work per shift

Section 2.3 - Financial Considerations (Attachment 4)

Position	Shift Schedule	Salary & Employee Benefits	Positions required	Total
Fire Communications Dispatcher	12-hour (proposed)	\$165,513	28	\$4,634,364
	24-hour (current)	\$158,850	27	\$4,288,950
Fire Communications Supervisor	12-hour (proposed)	\$182,795	4	\$713,180
	24-hour (current)	\$175,716	3	\$527,148
Annual Salaries & Benefits/12-hour schedule				\$5,347,544
Annual Salaries & Benefits/24-hour schedule				\$4,816,098
Cost Increase to move from 24-hour to 12-hour schedule				\$531,446

Section 2.4 - Lessons learned from Ventura County Fire Department

The ECC Chief from Ventura County Fire Department (VCFD) was interviewed regarding their recent transition from 24-hour to 12-hour shifts. The following was shared with OCFA leadership.

Approximately one year ago, Ventura County Fire Department transitioned their ECC from 24-hour to 12-hour shifts. The decision to evaluate shift schedules originally came at the request of ECC staff who pointed to fatigue and extended shifts. There was also a monetary reason for looking at an alternate schedule due to employees being paid for all hours worked and attended training. Although the decision to look at the staffing options outside of 24-hour shifts was initiated by dispatch staff, the decision to change to a 24-hour shift was vigorously opposed. After a substantial review period, the Fire Chief decided to transition the ECC to 12-hour shifts. Some of the deciding factors were the addition of a Shift Supervisor in the center at all times, reduction of the extended 36 and 48-hour shifts, and elimination the pay issues related to 24-hour schedules.

A common argument made by dispatch staff when considering moving away from 24-hour shifts was the loss of constant staffing in the ECC for a significant event. This was a factor that was considered when evaluating data for the transition, and it was determined that the surge capacity was very rarely

used. Since the transition, there have been no issues with staffing and ability to handle incidents. An example provided by the VCFD ECC Chief was their staffing for the Thomas Fire (California's largest wildfire) earlier this year. Because the ECC was already up-staffed for predicted fire weather, and the event started around shift change, there was plenty of staff to work through the Initial Attack of what was described as a once in a lifetime incident.

One additional note the ECC Chief shared is that their shifts are 12.5-hours. The extra half hour is intended to be a briefing/training period followed by relief. The extra half hour makes shifts feel longer, but VCFD modeled the practice after the Ventura County Sheriff's Department who also works 12.5-hour shifts.

The ECC Chief advised that this was not a popular decision with the ECC staff, and 1-year later is still not positively viewed by dispatch staff. The most common complaint that the ECC staff has expressed since the transition is the 12-hour shifts extended to 16-hour shifts. The ECC Chief advised that this is a result of dispatchers not answering the call when there is last minute overtime available. Per the ECC Chief, this may be avoidable if there were better coordination between dispatchers. The center has a minimum staffing level established, and they will force employees to extend their hours after they are scheduled to go home up to 16-hours or force them to come back for their next shift early.

Finally, there was a lot of discussions that staff would be leaving if the change was made because some of the staff lives two to three hours away from the ECC. Ventura County Fire Department retained their dorms and allowed staff to sleep on site if they are working extended days, and at this point, the ECC has not lost any of their dispatch staff following the change. The ECC Chief recommends that significant notice is given to the employees if a change in schedule was implemented. Ventura County Fire provided dispatchers a 6-month notice, which provided sufficient time for all employees to prepare for the transition.

Section 2.5 – Safety Risk?

In open session presentations, the statement has been made that moving from 24-hour to 12-hour shifts is a public safety risk since there would be fewer dispatchers available to answer sudden surges in 9-1-1 calls. The assertion is based on the point that with 24-hour shifts, there are nine (9) dispatchers on duty at all times and that during sleep hours when only three (3) dispatchers are at consoles, the other six (6) can be awoken from adjacent dorms in a moment's notice. While having nine (9) dispatchers on-duty is advantageous, data from 2016 and 2017 suggests (Attachment 2) that assistance was required on few occasions; when help was needed, it was for short durations and involved one or two dispatchers. During the early morning hours, the proposed 12-hour shift would provide a minimum of five (5) dispatchers and one (1) supervisor at all times, and call-back would be required for instances where unexpected workload exceeded capacity. Based on this information, the statement that a 12-hour shift for dispatchers creates a safety risk for the citizens protected by the OCFA is not supported by call volume or the number of dispatchers who will be on duty.

Section 2.6 - Dispatcher Perspectives

In December of 2017, OCFA management received 25 letters from dispatchers and supervisors in opposition to changing shift schedules; a copy of each letter was provided to Board members at the December 2017, meeting. Letters detailed the negative impressions of a schedule change, which impacted personal lives and ECC operations. Personal impacts included an increased commute (frequency, safety, costs), negative financial impacts, and changes to lifestyle (routine, childcare, happiness). Professional concerns included dispatcher recruitment and retention, impacts to dispatcher capacity during unforeseen surges in activity, decreased service delivery, and firefighter safety. Three dispatchers indicated they would likely leave OCFA if a schedule change were to occur.

Section 3. - Summary

The ECC plays a critical role in the delivery of fire, rescue, and medical services. In an environment where seconds count, adequate daily staffing is needed to handle the workload. In addition to operational benefits, adequate staffing can improve employee health by reducing excessive overtime and dispatcher burnout.

In comparing the 24-hour (current) and 12-hour (proposed) work schedules, each meets the tenets of staffing level standards as identified in section 2.1. The 24-hour shift schedule is desired by current dispatchers and has the benefit of cost-effectiveness and nine (9) dispatchers continuously on duty for unforeseen surges in activity. The limitation of the 24-hour shift schedule is the lack of consistent supervision throughout the 24-hour period. The proposed 12-hour shift schedule replenishes dispatch staff every 12-hours, has a supervisor and dispatchers at consoles for a greater number of hours of the workday. The 12-hour shift schedule is opposed by existing dispatchers, requires two additional positions, and raises salary costs 11.03%.

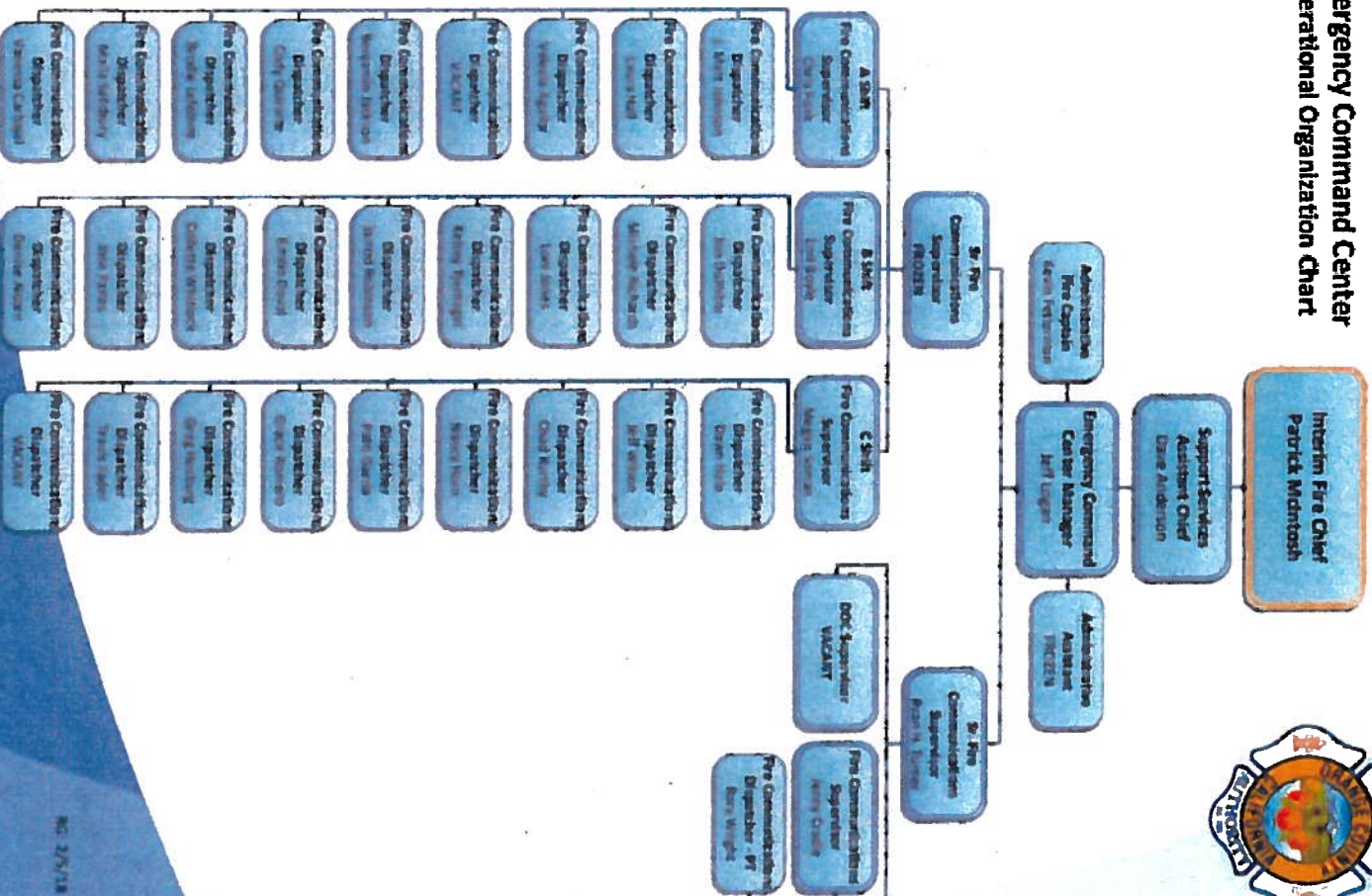
Although not addressed in this whitepaper, future research should consider methods to enhance continuous ECC supervisory oversight and the potential benefits of mixed shift schedules (8, 10, 12, and 24) to address rising call volume and peak activity during the day.

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Attachment 1
ECC Organization Chart

Emergency Command Center
Operational Organization Chart



MC 3/5/18

Attachment 2

24-hour Shift Schedule

Interrupted Sleep Analysis

Below is a synopsis of "Interrupted Sleep" from 2016 and 2017 where dispatchers (on 24-hour shifts) were required to return from sleep/break to help with center workload.

2016

Dispatchers re-called from sleep break between 7 PM – 1 AM for unanticipated surge of activity (six dispatchers were on the floor under the current 24-hour schedule)

- 11 instances of recalled dispatchers
 - Most entries indicate one to two dispatchers recalled
 - Duration of time spend on ECC Floor (1.25 to 1.5 hours)
 - Three (3) instances when there was more than seven (7) dispatchers used on ECC floor
 - High occurrences between 7 PM at 8:30 PM

Dispatchers re-called from sleep break between 1 AM and 7 AM for unanticipated surge of activity (three dispatchers were on the floor under the current 24-hour schedule)

- 12 instances of recalled dispatchers
 - Most entries indicate one to two dispatchers recalled
 - Duration spent on ECC floor (1.5 to 2.5 hours)
 - One occurrence (Holy Jim Fire) where seven (7) dispatchers where on the floor 4:30 AM to 7:00 AM

2017

Dispatchers re-called from sleep break between 7 PM – 1 AM for unanticipated surge of activity (six dispatchers were on the floor under the current 24-hour schedule)

- Eight (8) instances of recalled dispatchers
 - Most entries indicate one to two dispatchers recalled
 - Duration of time spend on ECC Floor (0.5 to 2 hours)
 - Brea Fire – nine (9) dispatchers 7:15 PM to 7:45 PM

Dispatchers re-called from sleep break between 1 AM – 7 AM for unanticipated surge of activity (due to three dispatchers were on the floor under the current 24-hour schedule)

- Seventeen (17) instances
 - Most entries indicate one to two dispatchers recalled
 - Duration of time spend on ECC floor (.5 to 3 hours)
 - Three (3) instance when there was more than five (5) dispatchers on ECC floor
 - Cristianitos Fire - seven (7) dispatchers working 1:00 AM to 2:15 AM
 - Gypsum Fire - eight (8) dispatchers 1 AM to 2:30 AM
 - Fire Baker Canyon – seven (7) dispatchers working 2:45 AM to 4:00 AM

Attachment 3

National Emergency Number Association (NENA) – Staffing Calculator

Call Volume Category	Call Volume		Call Duration In Seconds
	Busy Hour Shift	Normal Shift	
9-1-1 calls	16	5.7	108.9
7/10-digit emergency #	12.5	5.7	64.5

The above calls equate to approximately 149,796 calls per year.

75 Determine Hours of Work Per Year to be Obtained from Each Call Taker

77 Enter number of days off per category in table below (highlighted cells).

78 It is realized that you may have telecommunicators with different numbers for each category.
79 Use the average numbers for your PSAP.

81 Days in year	365
82 Less Days Off:	
Weekends (i.e., 2 days per 52 weeks)	182
84 Paid Holidays Off	0
85 Vacation	18
86 Personal Days off	7
87 Training	1
88 Conference	1
89 Sick	3
90 Total Days off per Year	212

92 Days available to work	153
93 If work eight hours per day	12
84 Hours available to work	1836
95 Staffing Ratio* (Hours in Year/Hours Available)	4.77

97 *Staffing Ratio - How many persons must be hired to keep on position manned 24 x 7. It is calculated by dividing the number of hours in a year by the number of hours a call taker is available to work at a position.

104 Calculations for Staff based on above inputs and P.01 Grade of Service

	Shift	
	Busy Hour	Normal
9-1-1 calls in Emergys	0.484	0.172
7/10-digit emergency # calls in Emergys	0.224	0.102
Total Emergys per Shift	0.708	0.275
Call takers required per shift	4	3
Number of shifts per day	1	1
Total Call Takers on watch in typical day	7	4
Staffing Ratio	4.77	33.4
Telecommunicators required for 24 x 7		

117 Staffing options that the PSAP Manager should consider include:

- 1 Full time employees
- 2 Overtime (But recommended only to cover rare high-volume times or personnel absences owing to illness or other emergency)
- 3 Part time employees (Consider as an option for experienced telecommunicators who want to reduce working time but still want income and/or enjoy the work.)

Attachment 4

Salary & Employee Benefits

Orange County Fire Authority Fire Communications Dispatcher Cost Calculation

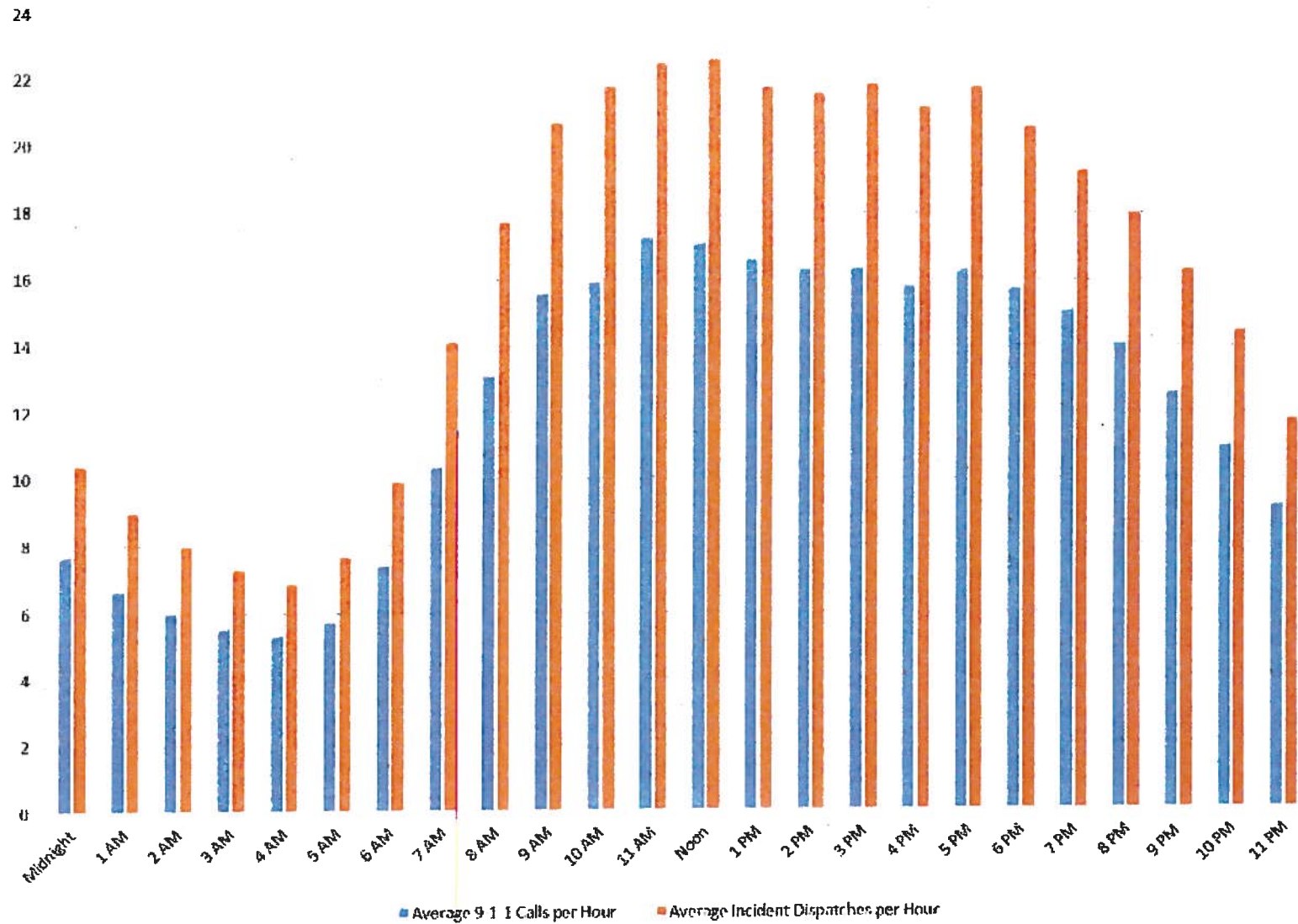
	Fire Communication Dispatcher				Fire Communication Supervisor			
	24-Hr	12-Hr	10-Hr (4/10)	9-Hr (9/8/0)	24-Hr	12-Hr	10-Hr (4/10)	9-Hr (9/8/0)
KEY ASSUMPTIONS								
Base Hourly Rate (Top-Step)	37.41	37.41	37.41	37.41	41.71	41.71	41.71	41.71
Annual Hours	2,080	2,184	2,080	2,080	2,080	2,184	2,080	2,080
Night Assignment Hours [i]	-	1,450	1,387	1,387	-	1,450	1,387	1,387
Annual Built-In Overtime/FLSA Hours [ii]	189.80	104.00	-	-	189.80	104.00	-	-
Retirement Rate [iv]	34.08%	34.08%	34.08%	34.08%	34.08%	34.08%	34.08%	34.08%
Workers Comp Code	9410	9410	9410	9410	9410	9410	9410	9410
Workers Comp Rate [v]	4.258%	4.259%	4.258%	4.258%	4.258%	4.259%	4.258%	4.258%
Holiday Hours [vi]	118.00	118.00	108.00	108.00	118.00	118.00	108.00	108.00
Sick Hours for Backfill Overtime	88.00	88.00	88.00	88.00	88.00	88.00	88.00	88.00
Vacation/PAL Hours for Backfill Overtime [vii]	156.02	162.02	156.02	156.02	156.02	162.02	156.02	156.02
SALARY								
Regular Salary	\$ 77,813	\$ 81,703	\$ 77,813	\$ 77,813	\$ 88,757	\$ 91,085	\$ 88,757	\$ 88,757
Holiday Pay	4,452	4,452	3,965	3,965	4,452	4,452	4,421	4,421
Annual Built-In Overtime	3,550	1,945	-	-	3,550	2,169	-	-
Night Assignment Pay	-	2,184	2,080	2,080	-	2,184	2,080	2,080
VT/Sick Leave Backfill OT [viii] Hourly rate * (Sick + Vacation) * 1.5	14,142	14,478	14,142	14,142	15,767	15,767	15,767	15,767
EMD Bonus [ix]	4,717	4,702	4,302	4,302	5,259	5,310	4,863	4,863
Educational Incentive [x]	3,891	3,891	3,891	3,891	4,338	4,338	4,338	4,338
Total Salary	\$ 108,568	\$ 113,416	\$ 106,253	\$ 106,253	\$ 121,043	\$ 125,282	\$ 118,227	\$ 118,227
BENEFITS								
Retirement	\$ 32,179	\$ 33,718	\$ 31,391	\$ 31,391	\$ 35,878	\$ 37,508	\$ 34,918	\$ 34,918
Workers' Compensation	4,422	4,624	4,324	4,324	4,850	5,145	4,811	4,811
Health Insurance [xi]	12,110	12,110	12,110	12,110	12,110	12,110	12,110	12,110
Medicare	1,574	1,645	1,541	1,541	1,765	1,830	1,714	1,714
Total Benefits	\$ 50,285	\$ 52,097	\$ 49,366	\$ 49,366	\$ 54,673	\$ 56,593	\$ 53,553	\$ 53,553
TOTAL SALARY & BENEFITS	\$ 158,853	\$ 165,513	\$ 155,619	\$ 155,619	\$ 175,716	\$ 181,875	\$ 171,780	\$ 171,780

Notes:

- [i] Not applicable to 24-hr shifts. Per hour rate for "Night Diff Pay" = 5% of base salary/number of paid hours in the year, capped at \$1.5/hour. Only hours worked between 4 pm and 8 am are entitled to Night Diff Pay.
- [ii] Per timekeeping department, dispatchers qualify for FLSA overtime that affects retirement. Assumes 24-Hr dispatchers have 7.3 hours of OT every pay period as a result of working their normal schedule. Assumes 12-Hr dispatchers have 4.0 hours of OT every pay period as a result of working their normal schedule.
- [iii] Not used.
- [iv] Retirement rate based on 18/19 estimated rates for 2.7% \$55 plan for employees hired prior to 1/1/2011.
- [v] Based on FY 2018/19 Worker's Comp projections.
- [vi] 13 Holidays per year. 8-Hrs per Holiday for 24-Hr Shift and 12-Hr shift Employees per MOU + 2 Hrs. Spring Holiday. 5 Hrs per holiday for 9hr & 10 hr shift employees.
- [vii] Assumes 120 hours vacation and 36 hours PAL time.
- [viii] Backfill for Vac and Sick Leave are included due to constantly staffed position.
- [ix] EMD bonus is 5% and applies to overtime hours.
- [x] Assumes 5%. Does not apply to overtime hours.
- [xi] Based on FY 2018/19 health insurance amounts.

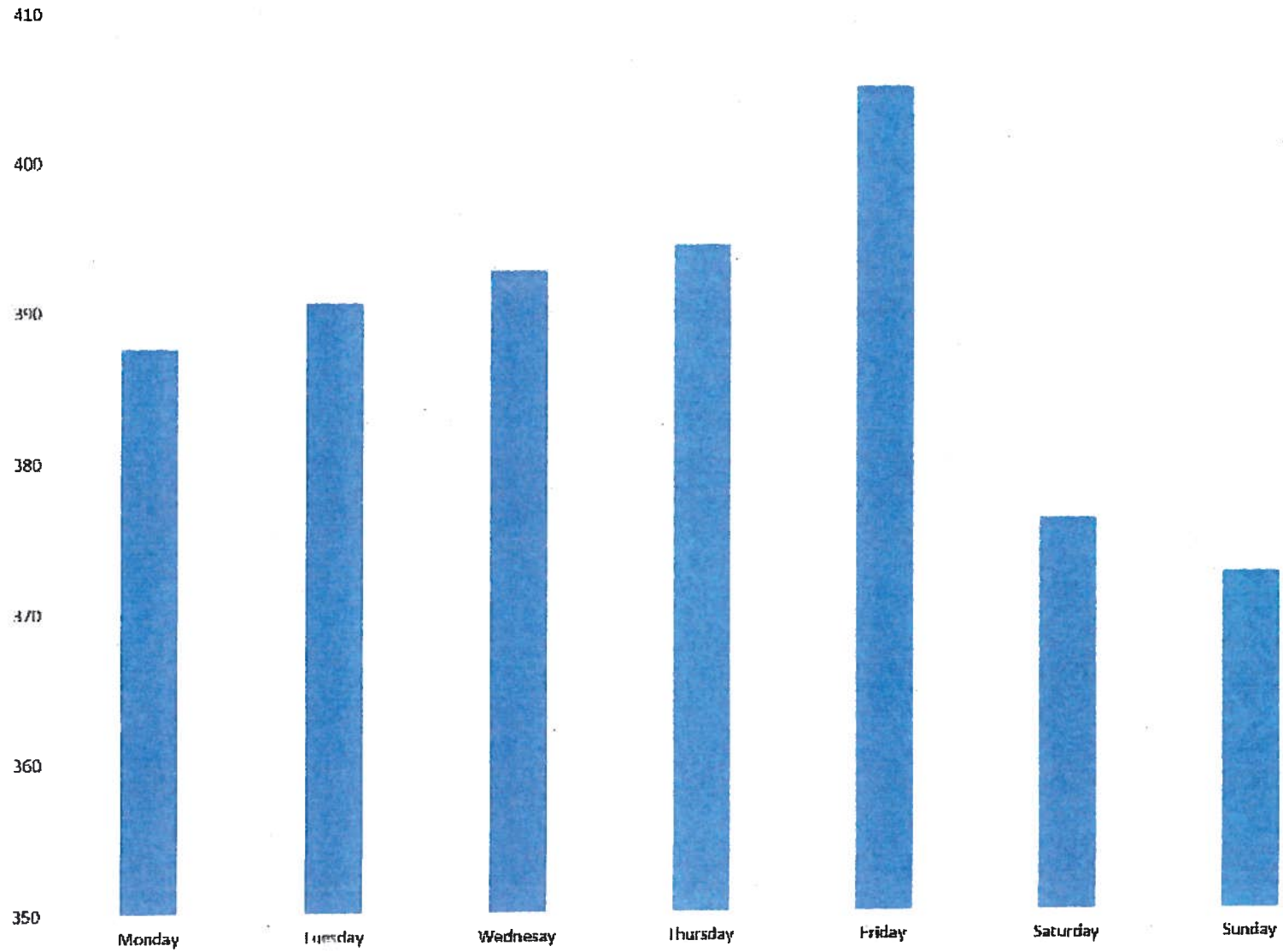
Attachment 5

Average 9-1-1 Calls and Incidents Dispatched by Hour (from 2017 data)



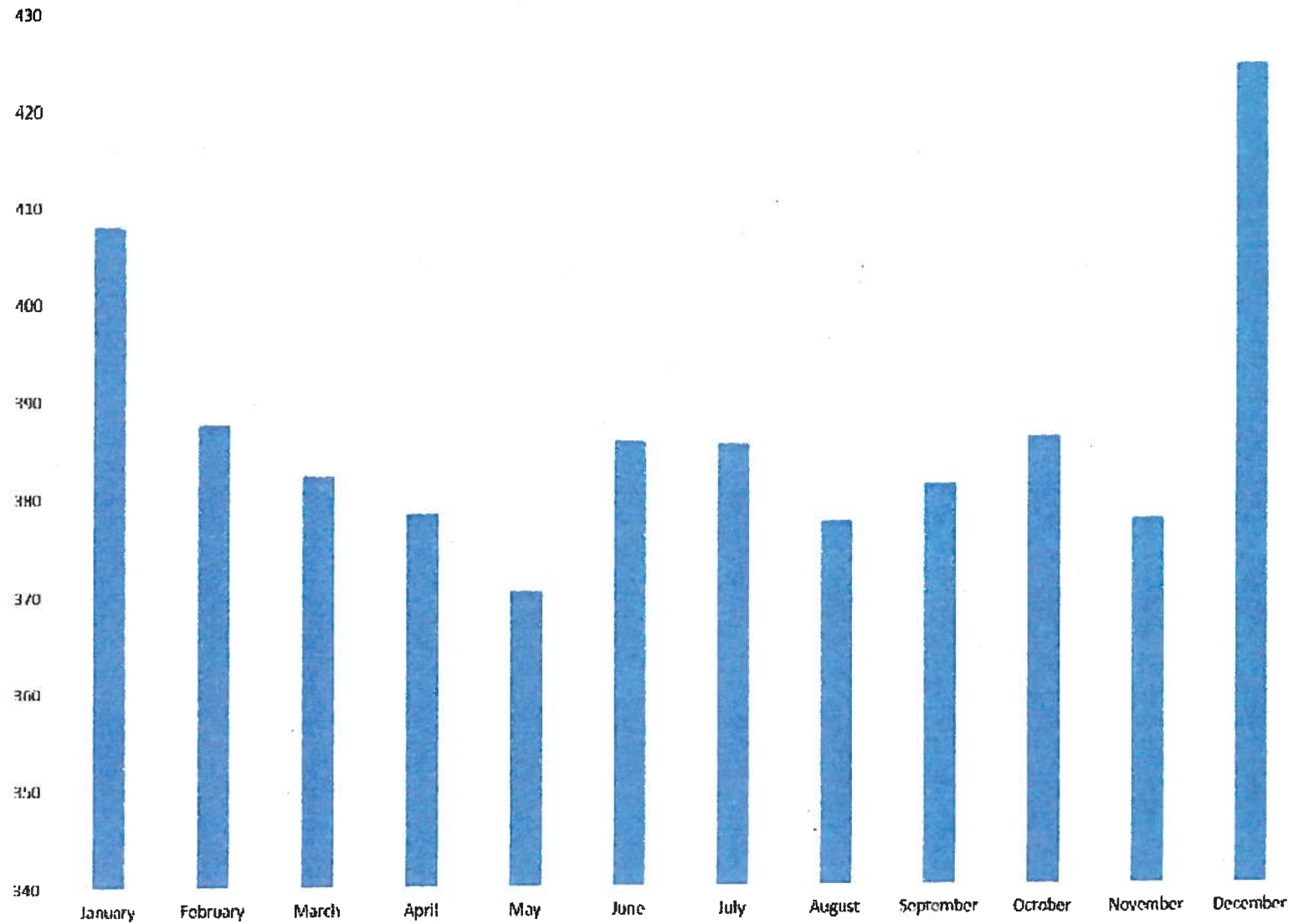
Attachment 6

Average Incidents Dispatched by Day of Week (from 2017 data)



Attachment 7

Average Incidents Dispatched each Day by Month (from 2017 data)



Attachment 8

24-hour work schedule (Current work schedule)

	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	Midnight	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM
Shift Supervisor																								
Dispatcher 1																								
Dispatcher 2																								
Dispatcher 3																								
Dispatcher 4																								
Dispatcher 5																								
Dispatcher 6																								
Dispatcher 7																								
Dispatcher 8																								
Dispatcher 9																								
Dispatchers on Floor	9	9	9	7	6	6	5	6	7	7	6	5	5	6	6	6	6	6	3	3	3	3	3	3
Supervisors on Floor	1	1	1	1	1	1	1	0	0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0
Avg. Incidents per hour	14.1	17.7	20.7	21.8	22.5	22.6	21.8	21.6	21.9	21.2	21.8	20.6	19.3	18	16.3	14.5	11.8	14.1	10.4	9	8	7.3	6.9	7.7
Ratio of Incidents per dispatcher on floor	1.6	2.0	2.3	3.1	3.8	3.8	4.4	3.6	3.1	3.0	3.6	4.1	3.9	3.0	2.7	2.4	2.0	2.4	3.5	3.0	2.7	2.4	2.3	2.6

	Dispatcher on Dispatch Floor
	Supervisor on Dispatch Floor
	Break Hour (subject to immediate recall)
	Sleep/Unpaid (subject to immediate recall)

The ratio of incidents per hour and dispatchers on floor each hour is calculated in the last row of the table. The average for the 24-hour period is 3 incidents per dispatcher per hour.

Attachment 9

12-hour work schedule (Proposed/Draft work schedule)

	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	Midnight	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM
Day/Shift Supervisor																								
Day/Dispatcher 1																								
Day/Dispatcher 2																								
Day/Dispatcher 3																								
Day/Dispatcher 4																								
Day/Dispatcher 5																								
Day/Dispatcher 6																								
Day/Dispatcher 7																								
Overlap 1/Dispatcher																								
Overlap 2/Dispatcher																								
Night/Shift Supervisor																								
Night/Dispatcher 1																								
Night/Dispatcher 2																								
Night/Dispatcher 3																								
Night/Dispatcher 4																								
Night/Dispatcher 5																								
Dispatchers on Floor	7	7	8	8	6	6	8	7	8	9	9	8	7	7	6	6	5	4	4	3	5	5	5	5
Supervisors on Floor	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	1	1
Avg. Incidents per hour	14.1	17.7	20.7	21.8	22.5	22.6	21.8	21.6	21.9	21.2	21.8	20.6	19.3	18	16.3	14.5	11.8	14.1	10.4	9	8	7.3	6.9	7.7
Ratio of Incidents per dispatcher on floor	2.0	2.5	2.6	2.7	3.8	3.8	2.7	3.1	2.7	2.4	2.4	2.6	2.8	2.6	2.7	2.4	2.4	3.5	2.6	3.0	1.6	1.5	1.4	1.5

	Dispatcher on Dispatch Floor
	Supervisor on Dispatch Floor
	Not on Duty
	Break Hour (subject to immediate recall)

The ratio of incidents per hour and dispatchers on floor each hour is calculated in the last row of the table. The average for the 24-hour period is 2.5 incidents per dispatcher per hour. This is a 16.7% decrease as compared to 24-hour schedule.

The proposed 12-hour schedule is for seven (7) day shift dispatchers, two (2) overlapping dispatchers, and five (5) night shift dispatchers. The number of night shift dispatchers may need to be reassessed in the future as workload is lowest between the hours of 1 AM and 7 AM. It may prove beneficial to reassign night shift positions to an earlier portion of the day where workload is higher.

Attachment 10**Schedule Comparison – 24-hour vs. 12-hour schedule****Dispatchers/Supervisors Working at Consoles**

Dispatchers																								
	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	Midnight	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM
24-hour schedule	9	9	9	7	6	6	5	6	7	7	6	5	5	6	6	6	6	6	3	3	3	3	3	3
12-hour schedule	7	7	8	8	6	6	8	7	8	9	9	8	7	7	6	6	5	4	4	3	5	5	5	5
Net Difference	-2	-2	-1	+1			+3	+1	+1	+2	+3	+3	+2	+1			-1	-2	+1		+2	+2	+2	+2

Supervisors																								
	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	Midnight	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM
24-hour schedule	1	1	1	1	1	1	1	0	0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0
12-hour schedule	1	1	1	1	1	1	0	1	1	1	1	1	1	1	1	1	1	1	0	1	1	1	1	1
Net Difference							-1	+1	+1	+1										+1	+1	+1	+1	+1

The numbers in RED indicate less personnel on the ECC floor when comparing 24-hour schedule (existing) vs. 12-hour scheduling. The numbers in GREEN indicate where 12-hour personnel working at consoles to address workload.

Work Production

Dispatchers			
24-hour schedule	9 dispatchers	15-hours of work on ECC floor by each	135 man-hours each 24-hour period
12-hour schedule	14 dispatchers	11-hours of work on ECC floor by each	154 man-hours each 24-hour period

Supervisors			
24-hour schedule	1 supervisor	15-hours of work on ECC floor	15 man-hours each 24-hour period
12-hour schedule	2 supervisors	11-hours of work on ECC floor by each	22 man-hours each 24-hour period

The number in GREEN indicate a greater number of dispatchers at consoles to address workload.

Attachment 11**Schedule Comparison – 24-hour vs. 12-hour schedule****Dispatchers and Supervisors at RFOTC**

Dispatchers																									
	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	Midnight	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	
24-hour shift	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	
12-hour shift	7	7	8	8	8	8	9	9	9	9	9	9	7	7	6	6	6	6	5	5	5	5	5	5	5
Net Difference	-2	-2	-1	-1	-1	-1							-2	-2	-3	-3	-3	-3	-4	-4	-4	-4	-4	-4	-4

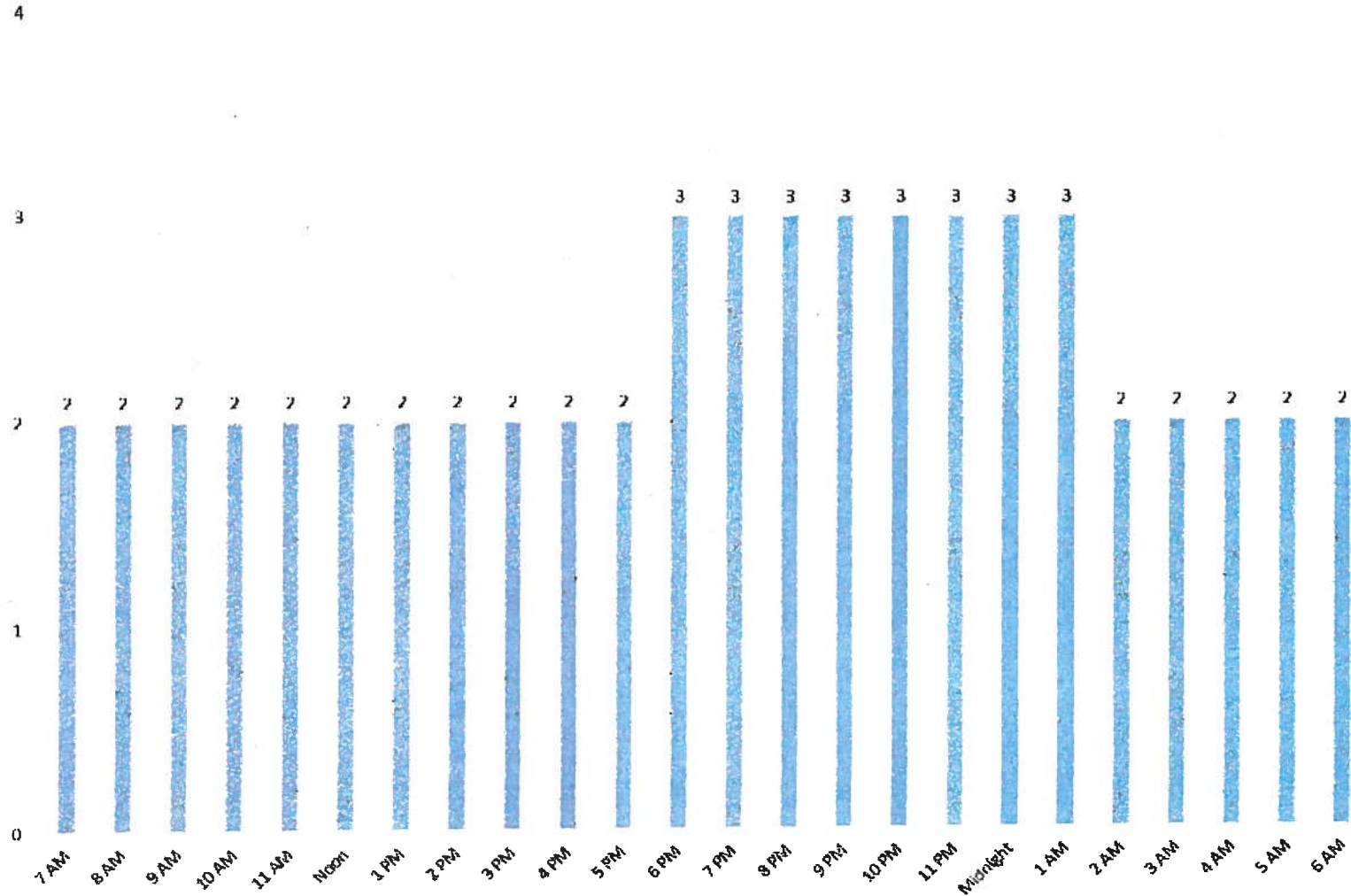
Dispatch Supervisors																								
	7 AM	8 AM	9 AM	10 AM	11 AM	Noon	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	Midnight	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM
24-hour shift	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
12-hour shift	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Net Difference																								

The numbers in RED indicate less total dispatchers at the RFOTC when comparing 24-hour schedule (existing) vs. 12-hour scheduling; the number indicates a decreased capability to address unforeseen surges in workload and may require call-back.

Attachment 12

Emergency Call Tracking System (ECaTS)

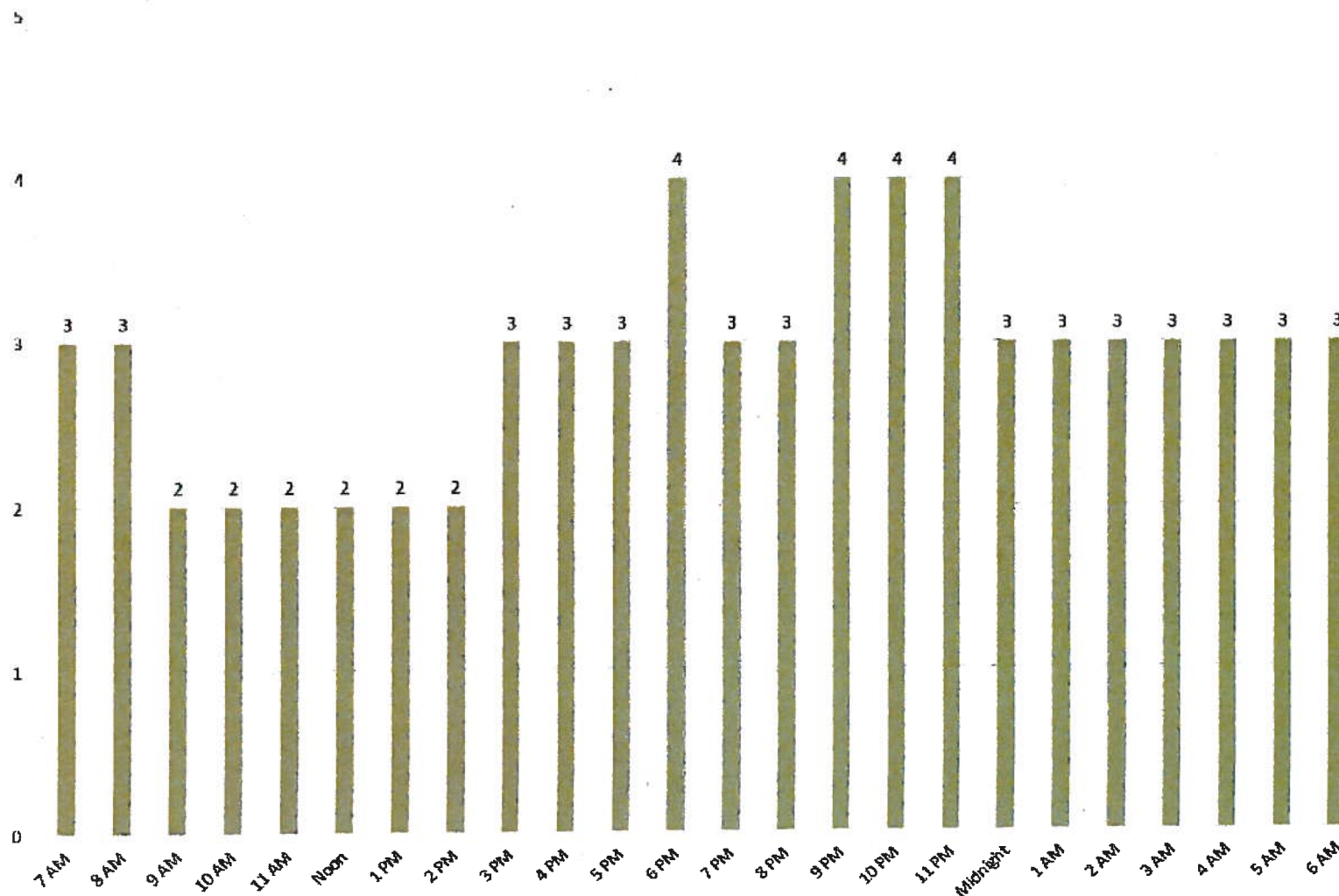
Needed call takers to answer 9-1-1 calls within 10 seconds (90th percentile) - based on 2017 data



Attachment 13

Emergency Call Tracking System (ECaTS)

Needed call takers to answer 9-1-1 AND administrative phone calls with 10 seconds (90th percentile) - based on 2017 data



Response to

Orange County Fire Authority

Emergency Command Center

Work Schedule Analysis March 8, 2018

Purpose

This paper is a response to the white paper published by the Orange County Fire Authority titled Orange County Fire Authority Emergency Command Center Work Schedule Analysis March 8, 2018. The purpose is to identify portions of the initial report that have left out key information or are presenting information that is not completely accurate. Each section, table and/or attachment will be addressed individually. Where a section, table or attachment is skipped, there appears to be no issue with any statements or data within that item.

Section 1.- Introduction- The acknowledgement of the Emergency Command Center as “an essential component of every OCFA emergency response” (Orange County Fire Authority (OCFA), 2018, p. 2) is appreciated and fully supported. It is also agreed that any failure to adequately staff the Emergency Command Center can result in “delays in rapidly answering 9-1-1 calls, initiating emergency response, and coordinating resources” (p. 2).

Serving as the Operational Area Coordinator for the state’s mutual aid system brings an additional workload not required of other dispatch centers. During periods of moderate to heavy fire activity within the State of California (and often out-of-state), the ECC is tasked with “handling requests from (the) California Statewide Fire and Rescue Mutual Aid System, dispatching and tracking of fire and rescue mutual aid resources, and coordinating asset movement” (Orange County Fire Authority (OCFA), 2018, p. 3) A number of these resources are not a part of OCFA, placing additional responsibilities on ECC supervisors and dispatch staff during an already active time of the year. ECC staff performs additional work in the Resource Ordering and Status System (ROSS) to process requests for resources and personnel to respond to incidents throughout the state.

Section 1.3- Emergency Activity and Staffing Levels- This section states that “emergency activity has increased 24%” over the past five years. The data in Table 1- Incident and Phone Activity to support this statistic includes only 9-1-1 calls. According to the ECC Statistical Summary issued monthly by OCFA staff, total 9-1-1 calls for 2017 stood at 106,533 versus 106,452 as stated in the white paper. In addition, there were approximately 77,869¹ calls received via the 10-digit emergency lines. When both methods of receiving emergency calls is calculated, the increase in emergency activity over the last five years is closer to 26.5 percent. As noted in Table 1, OCFA ECC dispatchers have consistently answered over 99 percent of 9-1-1 calls within 15 seconds (Orange County Fire Authority (OCFA), 2018, p. 4). Also of importance is an understanding that even though there is a delineation between 9-1-1 lines, 10-digit emergency lines and business,

¹ Approximate number of calls in 2017. 10-digit emergency calls and business line calls were combined for January 2017. Numbers approximated using average of following 11 months percent of 10-digit emergency calls received.

or administrative, lines, requests for assistance can come in to ECC through any of those three methods. It is not unusual to receive an emergency call on a business line.

The part-time position that is identified as having been converted to full-time in 2017 was not actually converted to full-time until 2018. The staffing of the position was not reflected in the OCFA Staffing program until February 1, 2018. Until that time, the position remained a part-time position, staffed for 12 hours only.

Incidents Dispatched presented in Table 1 represent only emergency activity. In terms of incident numbers issued (which represent calls that were entered and had a unit assigned) the numbers are slightly higher. One possible explanation for this could be the difference between CAD's issuance of incident numbers (triggered by a dispatcher entering a call location and incident type) and incidents entered and completed in the Orange County Fire Incident Reporting System (OCFIRS). For 2015-2017, there were also a number of ADVISED calls entered. These include such things as street repairs or utility work that affect emergency response routes and incidents where an inspector is on-site testing an alarm system or OCFA has been advised that a system is being worked on and will be offline for a period of time. Each of these incidents requires a dispatcher to enter a call just as if it were an emergency, so that an active call is in the Computer-Aided Dispatch (CAD) system. This may also contribute to the difference in numbers in that if an ADVISED call was inadvertently entered as an incident, an incident number would be generated instead of an ADVISED call notice. Entering ADVISED calls is done to prevent the inadvertent dispatching of resources to these incidents causing an unnecessary "code three" response, placing responding units and the public at risk and exposing OCFA to potential liability. The table below includes the amount of incident numbers issued and the ADVISED call types in the total number of incidents per year.

Table 1- Incidents per Year

	2013	2014	2015	2016	2017
Incidents Dispatched- OCFA Report	114,354	117,105 3.8% increase	130,713 11% increase	136,934 9.9% increase	141,858 4.2% increase
Incident Numbers Issued			133,821	139,723	144,610
ADVISED Incidents Entered			10,336	10,596	10,711
Total Incidents			144,157 23.1% increase	150,319 4.27% increase	155,321 3.32% increase
Difference			10.28%	9.77%	9.49%

Recalculating the daily statistics based on the numbers shown for 2017 brings the total incidents dispatched per day to 425 (vs. 389 as stated). In addition to the average 292 9-1-1 calls answered daily, OCFA dispatchers answered an average of another 213 10-digit emergency calls per day and answered or placed an average of 330 business line calls per day. This is a total average of 835 phone calls answered or placed during a 24-hour period.

Section 2.1- Staffing Level Standards- The bullet point for the Emergency Call Tracking System (ECaTS) notes the number of call takers required to meet certain benchmarks. It is important to note that ECaTS is a statistical reporting tool. It is not a standard based on any recommendations of any professional fire service or telecommunications industry organization. The stated benchmark 90% of calls answered within 10 seconds is not consistent with the NFPA 1221 standard “Ninety-five (95) percent of incoming 9-1-1 calls shall be answered within fifteen (15) seconds, and ninety-(nine) (99) percent of incoming 9-1-1 calls shall be answered within (forty) (40) seconds” noted later in the section (Orange County Fire Authority (OCFA), 2018, pp. 6-7).

Section 2.2- Shift Schedules- Table 3 shows a side-by-side comparison of the current 24-hour schedule and one potential schedule for 12-hour shifts. It is important to note that no schedule rotation outlining shift hours, start times, staggered schedules, break times, number of dispatchers per shift, floor coverage, etc. was ever presented to the employee group. There are a number of options and this is a meet-and-confer item. Any information presented in Table 3 regarding the 12-hour shift is preliminary and subject to change.

Hours Work at Console- For 24-hour shift, all current break time is included when calculating hours spent at the console. With 12-hour shifts, additional break time beyond the meal hour needs to be considered. Allowing for a fifteen-minute break for each block of time on either side of the meal hour, hours at the console is closer to 10.5.

Supervisors- For 24-hour shifts, it is noted in the table, and discussed in other portions of the document, that the supervisor is away from the console from 2 pm to 5 pm daily. During this time, the ECC staff is supervised by either one of the day staff (Fire Communications Supervisor or Senior Fire Communications Supervisor) or an identified move-up (or “acting”) supervisor, which is an experienced dispatcher who is responsible for handling the duties of the supervisor in his/her absence. If need, the supervisor is immediately available to be recalled to the floor. During the supervisor’s sleep hours (0100-0700), there is a move-up supervisor identified. Again, the supervisor can be recalled immediately to the floor, if necessary.

Strengths- For the 24-hour shift option, it is noted that “Nine (9) dispatchers are available at all times for unforeseen surges in activity” (Orange County Fire Authority (OCFA), 2018, p. 9). While the timing and frequency of this surge in activity cannot be determined, they are hardly “unforeseen.” As an emergency service provider, OCFA is well-aware of the increased activity during certain periods. Whether it is holiday weekends or wildland fire season, we prepare annually for these occurrences. One example: based on our Fire Danger Operating Plan and Annual Operating Agreement with CALFIRE, OCFA increases resource staffing during times of high fire danger. This has included additional ECC staff. With 24-hour staffing, two-thirds of the ECC staff is off-duty during these times and can be used to augment staffing or be placed on-call to respond if activity warrants. With the 12-hour option, only one-half of the staff is available

to provide full coverage of any needed positions. One-quarter of the staff is already working and one-quarter is scheduled to cover the next twelve hours and is only available to cover the first four hours or the last four hours of the overlap (based on a maximum shift length of sixteen hours).

For the 12-hour shift option, one strength identified is the replenishment of dispatchers every 12 hours. Later in the report, in the interview with the Ventura County ECC chief, it is stated that a “common complaint that the ECC staff has expressed since the transition is the 12-hour shifts is extended to 16-hour shifts” (Orange County Fire Authority (OCFA), 2018, p. 11). This contradicts the statement regarding replenishing staff every 12-hours.

A weakness identified for the 24-hour shift option is the challenge “to add 24-hour positions as center operations grow since all start at 7 AM” (Orange County Fire Authority (OCFA), 2018, p. 9). There is no documentation to support this claim. In fact, there have been two full-time positions added since 2015 with little difficulty. No discussions with the labor group have occurred to discuss staggering shift start times for staff on the 24-hour shift schedule. The previous part-time position was a twelve-hour shift from 0800 to 2100 (one unpaid meal hour break).

One weakness stated for the 12-hour shift is that calling back additional staff “may be necessary for unforeseen surges in emergency activity” (Orange County Fire Authority (OCFA), 2018, p. 9). Again, these are hardly entirely unforeseen and it will be necessary to callback additional personnel to ensure effective ECC operations and service to the public. Please see the discussion regarding surge capacity later in this document.

One item not addressed in the original report is the consequences of a dispatcher (or dispatchers) calling in sick, becoming sick during the shift, or suffering an injury. In such a case it would likely be necessary to force one or more dispatchers to cover the vacancy. With a maximum shift length of sixteen hours as identified in the report, one dispatcher would be forced to cover the first four hours of the shift and then another dispatcher forced to come in early and cover the last four hours of the shift. Depending on what day of the shift cycle this occurs on, the only option might be to force two dispatchers on the relieving shift. The result is a four-hour coverage gap. If this happens for both the “day” shift and the “night” shift, the result is eight hours of missed coverage in ECC in that 24-hour period. The current 24-hour schedule provides the ability to cover the entire 24-hour period with one or two dispatchers, depending on the shift cycle. There are no gaps in coverage and no floor coverage gaps.

Section 2.4- Lessons learned from Ventura County Fire Department- In this section, it is stated that the Ventura County Fire Department had “plenty of staff” to handle the Thomas Fire. The fire is one of the largest fires to-date in California history. It is noted that the fire started “around shift change”, which is significant to note. Had it not happened at shift change, there would not have been any additional staff to holdover. This quite probably would have had a negative effect on the ability to handle the incident, even in the “Initial Attack” phase. It is impossible to count

on any major incident starting “around shift change” (Orange County Fire Authority (OCFA), 2018, pp. 10-11) In fact, the Canyon Fire started in the afternoon, and the Canyon 2 fire at approximately 9:45 am. Neither of these times are current (or proposed) shift change times.

Contact with representatives from the employee group at Ventura County Fire Department has discovered that one supervisor and four dispatchers have left their employment with the agency. According to a Service Employees International Union representative, the employee representation group recently surveyed the dispatchers (the group that had originally proposed and supported the schedule change to 12-hours), and 100 percent desire to return to the 24-hour shift schedule (Personal conversation, March 2018). Also, Ventura County Fire Department has staffed their ECC with 30 dispatchers (budgeted for 40). Table 2 below presents a comparison of demographics between Ventura County Fire and OCFA.

Table 2- Comparison of Ventura County Fire Department and OCFA Demographics

Agency	Ventura Co. ²	OCFA	Difference
Data			
Population	480,000	1,800,000	275%
Stations	32	72	125%
2015 Incidents	40,142	133,821	233%
2016 Incidents	41,611	139,723	236%
Budgeted Staff	40	27	-33%
Actual Staff	32	25	-22%
Incidents per Actual Dispatcher			
	Ventura Co.	OCFA	Difference
2015	1,254.44	5,146.96	310%
2016	1,300.34	5,373.96	313%

Research has indicated that the number of interrupted sleep hours for 2016 was 73 versus the stated 23 and in 2017 was 130 versus the stated 25. These hours included those from the Canyon Fire and Canyon 2 Fire, which are not addressed in the original report. It is important to note here that these numbers are limited to interrupted sleep hours (7 pm to 7 am). While emergency activity can certainly surge during these hours and create the need to bring additional staff to the floor, two of the primary incidents that often require immediate assistance from additional staff are Remote Rescues and Vegetation Fires. Both of these incidents have much higher occurrences rates during daylight hours. There is no mention of interrupted meal hours, which are during the day, and would provide a better snapshot of surges in activity that included these two types of incidents.

² Ventura County Fire Department 2016 Annual Report (Ventura County Fire Department, 2017)

Surge capacity-

Day-to-day- For day-to-day operations in ECC, the ability to have additional staff available immediately should not be underestimated. During times of high emergency incident or emergency call volume, staff needs to be available to respond and assist in answering phone calls, handling radio traffic, ensuring adequate move-up and cover of vacant stations, or other support activities. There have been numerous occasions when ECC staff were delayed going, or were needed to be called back from, meal breaks during hours of the shift. Many of these instances were not captured in Staffing. When emergency call volume exceeds the capacity of ECC staff on the floor, help is needed immediately. The statistics provided in the study indicate that, when staff was recalled from sleep, the duration ranged from 1.25 to 2.5 hours. This indicates the urgency of the need for assistance. It is not practical to callback staff that may be, at best 30 to 45 minutes away, and wait for them to arrive to handle incident or phone traffic. 9-1-1 calls and emergencies will not wait that long. It is also reasonable that during times of high call or incident volume, staff will not be available to place a number of phone calls to contact and confirm the response of off-duty staff.

During incidents that have multiple units assigned (structure fires, vegetation fires, remote rescues, etc.), the assigned tactical dispatcher for that division is dedicated to the incident. Another tactical dispatcher will assume the duties of monitoring the “routine” tactical frequency(ies) for the division(s) that tactical dispatcher was assigned. In the event of more than one such incident, it is often necessary to have another dispatcher assist in monitoring the impacted tactical frequencies. These incidents result in a significant amount of radio traffic and support needs (calling utility companies, land management agencies, etc.). The ability to recall staff from breaks provides the capacity to support these incidents.

Extended incidents- Following the Santiago and Freeway Complex fires in 2007 and 2008 respectively, a great deal of research and effort went into the development of the Rapid Attack and Mobilization Plan (RAMMP) for OCFA. Identified after the fires was the need to develop a plan and process to provide for “surge” capacity for the OCFA to handle a large emergency or emergencies and continue handling the day-to-day service to our citizens. Apparatus were inventoried, equipment complements adjusted, staffing policies updated and an organizational structure based on ICS principles established to stand-up the Department Operations Center (DOC). A key component in handling a large emergency, or multiple large emergencies, is the staffing of Expanded Dispatch in ECC. While the study noted the times and incidents where additional staff was on the ECC floor for local incidents, two major incidents and the impact on staffing were left out. During the Canyon Fire and Canyon 2 Fire, ECC staff were committed to Expanded Dispatch in support of these incidents. The number of additional staff needed to handle the incidents ranged from a low of two to as many as eleven dispatchers and supervisors. Expanded Dispatch was staffed around the clock for both of these incidents. The 24-hour shift

schedule allowed additional positions to be staffed and personnel rotated through appropriate sleep breaks.

While switching to a 12-hour shift schedule provides a consistent level of staff on the ECC floor, it eliminates the surge capacity for the inevitable times when additional staff are needed. These times are during critical incidents and volumes. The inability to support surge capacity will result in delays in answering phone lines (quite probably including 9-1-1 lines), missed radio traffic, and an inability to provide the necessary support to Operations staff at the scene of critical incidents and the normal day-to-day incidents.

The study identifies the number of call takers needed to answer 9-1-1 calls within 10 seconds ninety percent of the time and also the number of call takers needed to answer 9-1-1 and administrative lines within 10 seconds ninety percent of the time. While seeming to make sense and demonstrate the benefits of 12-hour shifts, a few pieces of information provide a better picture. The first lies in the performance measure itself. In Table 1 of the report, it is stated that current staffing is answering over ninety-nine percent of 9-1-1 calls within fifteen seconds. NFPA 1221 uses a fifteen second time benchmark as well. The only mention of a ten-second benchmark is in the ECaTS discussion. As previously noted, ECaTS is reporting software only and is not any sort of standard supported by a recognized public safety organization (Orange County Fire Authority (OCFA), 2018, pp. 4-6, 26-27). This appears to be accepting a lower level of performance than is currently being provided. Another key point is identifying a "call taker." To properly handle incident radio traffic volume, ECC staffing from 0700 to 0100 is a minimum of one primary dispatcher, three tactical dispatchers, and one supervisor. The primary dispatcher and tactical dispatchers do not have answering 9-1-1 or 10-digit emergency line calls as their primary responsibility. They are support to the call takers. Additional staff above four dispatchers are assigned as call takers. In a situation where staff is recalled from sleep or breaks, there are additional personnel that can be assigned as call takers to handle the increased call volume and ensure meeting the call-answering standard. Current staffing of nine dispatchers means the availability of two dispatchers more than if ECC were staffed with seven dispatchers. This means two additional call takers available under the 24-hour shift schedule than would be available during significant time periods of the 12-hour staffing scenario. As a reminder, the schedule and coverage presented in the report is only one possible scenario and no conversations regarding the establishment of a schedule have occurred. Without additional support, tactical dispatchers will likely be placed in a position of choosing whether to answer the radio or answer the phone. If the primary dispatcher must be engaged in answering phone calls, errors or delays in resource assignment to incidents become more probable.

It may seem reasonable to make the statement that answering 9-1-1 or 10-digit emergency lines should be a priority for all dispatchers and anything else can wait. However, if the missed radio traffic from a field unit is related to the safety of the crews at an incident (request for law enforcement immediately; lost, missing or trapped firefighter; wires down; etc.), the result could be catastrophic. While few of these incidents have occurred within OCFA, the fact is that this is a

risky business and there are times when unexpected things happen. In these instances, not only is it imperative to have a dispatcher that can be dedicated to that incident until the situation is resolved. A lack of available personnel to recall jeopardizes the ability to do so.

Whether discussing day-to-day operations or extended incident operations, the consequences of a coverage gap due to illness or injury are exacerbated. In addition to an increase in activity, there would be fewer personnel to handle the call volume and breaking away to try to call staff back would be nearly impossible in any rapid or beneficial time frame.

The Standards of Cover adopted by the OCFA Board of Directors delineates a Total Response Time standard of 7 minutes and 22 seconds eighty (80) percent of the time and 8 minutes and 30 seconds ninety (90) percent of the time. Included in the Total Response Time is call processing time by ECC (Orange County Fire Authority (OCFA), 2006, p. 49). The lack of additional immediately available staff to assist in answering 9-1-1 and 10-digit emergency line calls has significant potential to impact the OCFA's ability to meet the standards set forth by the Board of Directors. In the scenario of a coverage gap due to illness or injury of one or more dispatchers, there is almost certain to be a negative impact to this performance standard.

Summary

It is vitally important that OCFA's Emergency Command Center be staffed adequately and effectively. The number of incidents dispatched by ECC continues to increase year after year. As to be expected, there is a correlated increase in 9-1-1 and 10-digit emergency line calls. It must be ensured that sufficient staff are available to cover the day-to-day operations and the to-be-expected surges in activity. OCFA's ECC serves as more than just a dispatch center for the OCFA. As Operational Area Coordinator for the California Statewide Fire and Rescue Mutual Aid System, it supports local, regional, statewide and national emergencies. It also functions as the communications hub for major incidents within Orange County, often regardless of jurisdiction. These responsibilities place additional workload on ECC staff and require staffing considerations for managing such incidents.

The professionally-trained men and women of OCFA's ECC provide a vital link between first responders and those in need of emergency assistance. As Emergency Medical Dispatchers, they provide critical instructions to patients and callers prior to the arrival of emergency medical personnel. As skilled radio operators, they provide vital support to the Operations Section during emergency incidents. They proudly serve the OCFA and the citizens who rely on them to be there in their time of need.

The current ECC work schedule of 24-hour shifts provides significant benefit to the OCFA in the ability to respond to increased emergency activity, support extended incident operations through Expanded Dispatch, and ensure full coverage of the shift and full effectiveness in serving the citizens and supporting the organization. In addition to providing staff needed handle the day-to-day operations of ECC, a surge capacity is maintained that provides the ability to immediately meet any increased staffing needs in ECC. A change to a 12-hour shift schedule would remove the surge capacity and potentially provide less coverage of ECC on a daily basis.

The potential addition of the City of Garden Grove as a Cash Contract City member of the OCFA brings seven more fire stations (for a total of 79), a new battalion, several additional apparatus, and between 14,000 and 15,000 more incidents per year. Initial reviews of the proposal being considered by the OCFA Board of Directors for submittal to the City of Garden Grove do not indicate adding any additional ECC staff (Orange County Fire Authority (OCFA), 2018). The potential increase in phone calls, incidents dispatched and other added workload on current ECC staff further underscores the need for surge capacity.

One final note, had the employee group come forward at the beginning of negotiations and proposed a change in staffing ECC that resulted in the need to promote and hire additional staff, could result in a decreased level of staffing in ECC, removed the surge capacity currently maintained at no additional cost and required an increase in salary and benefit costs that exceeded half a million dollars, would it still be so vigorously supported by the OCFA and the Board of Directors?

References

- Orange County Fire Authority (OCFA). (2006). *Standards of Cover*. Irvine, CA. p. 49.
- Orange County Fire Authority (OCFA). (2018). *City of Garden Grove Fire Service Proposal*. Irvine, CA.
- Orange County Fire Authority (OCFA). (2018). *Emergency Command Center Work Schedule Analysis*. Irvine, CA. pp. 1-27.
- Ventura County Fire Department. (2017). *2016 Annual Report*. Camarillo, CA.



OCFA PROPOSAL REVIEW

AUGUST 28, 2018

OCFA CONTRACT PROPOSAL

- ▲ Contract Proposal Cost - \$22,191,928
 - ▲ Capped at 4.5% Annually
 - ▲ Recapture Clause
 - ▲ Average increase 2.92%
- ▲ Option to Withdraw Every 10 Years (Year 2030)
- ▲ Personnel
- ▲ Equipment Maintenance & Replacement
- ▲ Routine Station Maintenance
- ▲ Plan Check Services
- ▲ Administration
- ▲ 1 Member on the OCFA Board of Directors

PERSONNEL

3

- ▶ All 84 Sworn Employees Will Be Offered Positions
 - ▶ Pre-employment Check
 - ▶ Medical/Physical Examination
 - ▶ Livescan
 - ▶ CA DMV Check
 - ▶ City Responsible for Employees Who Do Not Pass Pre-Employment
 - ▶ 6 Fire Management Demotions (may have some flexibility with OCFA)
- ▶ 5 Non-Sworn Employees
 - ▶ Requires Application through OCFA if Positions Available (may have some flexibility with OCFA)
- ▶ 4 Part-Time Employees
 - ▶ Requires Application through OCFA if Positions Available

Facilities

- ▶ OCFA Leasing of Facilities
 - ▶ 7 Stations
 - ▶ \$1.00 Per Year for Each Facility
 - ▶ Normal Daily Maintenance Operations
 - ▶ Utilities
- ▶ City Remains Responsible For:
 - ▶ Revolving Facility Account \$15,000 Per Station (\$105,000)
 - ▶ Repairs Over \$1,000
 - ▶ To Be Replenished Annually
 - ▶ Capital Improvements
 - ▶ Repairs Over \$15,000
 - ▶ Hazard Issues (i.e. fuel tanks)
 - ▶ Property Insurance

Equipment

5

- ▶ Equipment Will Be Leased to OCFA At No Cost
 - ▶ 6 Type 1 Engines
 - ▶ 1 Battalion Chief Vehicle
 - ▶ 1 Battalion Utility
 - ▶ 1 Truck Company
 - ▶ 1 Air Light Unit
- ▶ OCFA Will Provide Maintenance of Vehicles
- ▶ Contract Cost Includes Vehicle Replacement
- ▶ Remaining City Equipment May Be Sold (Est. Value \$190,000)

Additional Costs

6

- ▶ Asbestos Certification \$20,740
- ▶ Start-Up Costs \$1,136,225
 - ▶ Payment Over 10 Years

Description	Start-Up Cost
Service Center (Equipment/Uniforms)	\$309,661
Personnel Costs	\$152,650
Fleet Services	\$20,800
Communications/IT	\$293,146
Facilities	\$156,500
EMS	\$203,468
Total	\$1,136,225
Amortized Over 10 Years	\$113,623

Ongoing City Costs

7

- ▲ Pension Obligation (Pre-OCFA Unfunded Liability)
- ▲ Retiree Medical Premium Contribution
- ▲ Workers' Compensation Claims
- ▲ Records Management
- ▲ Weed Abatement
- ▲ Potential Need for 1 Additional Full-Time Staff:
 - ▲ Emergency Operations Coordination
 - ▲ Training/Compliance
 - ▲ Management of Ambulance Contract
 - ▲ Records Requests Before Transition

Other Savings

8

- ▶ Daily Facility Maintenance
 - ▶ Utilities
- ▶ Insurance Premiums
 - ▶ General Liability - \$30,000
 - ▶ Workers' Compensation - \$70,000

Impact on City Services

- ▶ Risks Include Loss of Budgetary Control
- ▶ Building/Plan Check Services
- ▶ Increase in Fees for Plan Check, Permits, and Fire Inspections
- ▶ Emergency Coordination (EOC Planning, Training, etc. if Position is not funded)
- ▶ Tactical Emergency Medical Support (TEMS)
- ▶ Citizen Emergency Response Team Program (CERT)
- ▶ Community Services
 - ▶ Special Events (Planning/Logistics)
 - ▶ Non Profit Event Sponsorships

OCFA Cap & Recapture Provision

10

- ▶ The annual cap is 4.5%
- ▶ When OCFA cost increases exceed the cap, the cash city is protected, but that means that OCFA is no longer recovering its full cost of service
- ▶ The recapture provision allows OCFA to eventually bring the annual charge up to a cost recovery level, but never allows OCFA to recover prior year costs that were less than full cost recovery
- ▶ The chart to the right demonstrates how this cap and recapture provision work

Contract Year	Recapture Bank		
	Increase to OCFA Budget	Increase to Cash Contract Charge	Recapture Bank
1	3.25%	3.25%	
2	3.25%	3.25%	
3	5.50%	4.50%	+1.0%
4	3.50%	4.50%	-1.0%
5	4.00%	4.00%	

(Slide Provided by OCFA)

Changes in Assumptions

11

- ▶ City Budget Adjustment
 - ▶ Council Approved Amendment June 2018 (Includes Budget Reductions & Elimination of 1 Full-Time Department Secretary Position)
 - ▶ Itemizes Unfunded Liability, Labor, and Other Operating Costs
- ▶ Start-Up Costs
 - ▶ 5-Year to 10-Year Amortization
- ▶ Proposal Cost Offset (\$75,000)
- ▶ Capital Improvement Costs
 - ▶ Not Required in 1st Year
 - ▶ Improvements Require Future Agreement with City
- ▶ Vehicle Replacement Savings
- ▶ Adjustment to Pension Obligation (Valuation Report - August 2018)
- ▶ Assumes Additional Labor & Operating Cost Increases
- ▶ Comparison of Costs to OCFA's Deployment Model

Deployment Cost Comparisons

12

COST COMPARISONS (#28.1.1)		Scenario #1 Current GG	Scenario #2 Comparable GGFD	Scenario #3 Contract with OCA
		Current GG Auth Pos List	Number of Positions (OCA Proposal Deployment)	TOTAL COST OF FIRE SERVICES IF CONTRACTED WITH OCA
ADMIN	FY 18-19 Avg. Tot Comp	102,675	1	102,675
	Description:			
	Department Secretary	1	1	112,135
	Public Safety Fiscal Analyst	1	1	112,135
	Sr. Fire Protection Specialist	2	2	281,220
	Fire Chief	1	1	394,767
	Fire Division Chief	2	2	561,336
	Fire Battalion Chief	0	1	248,782
	Fire Captain	2	1	217,311
	Fire Battalion Chief	3	3	746,346
FRONT-LINE	Fire Captain	24	21	4,563,531
	Fire Engineer	24	21	3,901,170
	Firefighter (Constant Manning)	4	4	480,764
	Firefighter	6	0	-
	Firefighter/Paramedic	30	42	5,765,612
	Total Full-Time Labor Cost	100	100	18,375,649
				N/A
OTHER OPERATING COSTS	Part-Time	58,281		58,281
	Over-Time	2,439,977		2,439,977
	Other Costs			
	Contractuals	1,222,407		1,222,407
	Commodities	438,910		438,910
	Tel/Beeper	82,701		82,701
	Equip Pool Rental	1,772,611		1,772,611
	Stores Non Stock	16,211		16,211
	Info Systems	130,166		130,166
	Insurance-Liab/Prop	99,934		99,934
ADDITIONAL EQUIPMENT	Capital Outlay	178,200		178,200
	Subtotal	6,439,398		6,439,398
	Labor & Other Operating Costs	24,861,357		24,861,357
				22,296,928
	Addition of a Quint	N/A		134,272
	Equip Rental Rate for Quint	N/A		165,000
	Less 1 Squad (#880 Annual Rate)	N/A		(45,228)
	Less 2 Engines (#555, 556 Annual Rate)	N/A		(225,510)
	Additional Equipment Subtotal	N/A		28,534
	Total Costs	24,861,357		24,843,581
	Revenue Offset			295,293
	Additional Services	(150,000)		(150,000)
	Pension Obligation	Included		Included
	Retired Medical Premium	Included		Included
	Additional Savings (Excl. One-Time)	-		-
TOTAL COST FOR FIRE SERVICES		24,711,357		24,693,581
				26,199,123

10-Year Forecast – (2.92% Increase)

13

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
CITY COSTS WITH OCFA											
Annual Contract (2.92%)	22,191,928	22,839,932	23,506,858	24,193,259	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653	253,470,275
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start -Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	0	0	0	0	0	0	0	0	0	0	0
Asbestos Certification	20,740	0	0	0	0	0	0	0	0	0	20,740
Proposal Cost Reimbursement	(75,000)	0	0	0	0	0	0	0	0	0	(75,000)
Total OCFA Estimated Contract Costs	22,651,584	23,362,707	24,038,757	24,734,556	25,450,679	26,187,721	26,946,293	27,727,023	28,530,558	29,357,566	258,987,443
City Continuation of Services Not Included In OCFA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	0	0	0	0	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Total Projected Costs	26,551,498	27,830,376	28,950,582	30,166,422	31,314,461	32,319,987	33,354,245	34,114,707	35,105,855	36,125,644	315,833,576
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,960)
<i>One-time Sell Off of Fire Equipment</i>	<i>(190,000)</i>	0	0	0	0	0	0	0	0	0	(190,000)
<i>One-time Fleet Management Cash Availability</i>	<i>(2,549,414)</i>	0	0	0	0	0	0	0	0	0	(2,549,414)
Total Cost for Fire Services with OCFA	23,515,072	27,524,723	28,631,210	29,832,149	30,963,952	31,951,906	32,966,998	33,706,591	34,674,805	35,679,613	309,441,460
CITY COSTS											
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (2.92%)	17,244,711	17,748,257	18,266,506	18,799,888	19,348,844	19,913,831	20,495,314	21,093,778	21,709,716	22,343,640	196,964,483
Other Operating Costs (2.92%)	3,969,674	4,085,588	4,204,888	4,327,670	4,454,038	4,584,096	4,717,952	4,855,716	4,997,503	5,143,430	45,340,556
Total Fire Budget	24,843,581	26,052,296	27,130,430	28,302,995	29,406,521	30,366,261	31,367,140	32,079,158	33,020,275	33,989,006	296,557,664
Fire Dept Revenue Offset	(150,000)	(153,000)	(156,060)	(159,181)	(162,365)	(165,612)	(168,924)	(172,303)	(175,749)	(179,264)	(1,642,458)
Net Cost of Fire Dept with City	24,693,581	25,899,296	26,974,370	28,143,814	29,244,156	30,200,649	31,198,216	31,906,855	32,844,527	33,809,742	294,915,205
Estimated Projected Savings/(Additional Cost)	1,174,509	(1,625,427)	(1,656,840)	(1,688,335)	(1,719,837)	(1,751,257)	(1,768,782)	(1,799,736)	(1,830,279)	(1,860,271)	(14,526,255)

10-Year Forecast – (4.5% Increase)

14

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
CITY COSTS WITH OCFA											
Annual Contract (4.5%)	22,191,928	23,190,565	24,234,140	25,324,676	26,464,287	27,655,180	28,899,663	30,200,148	31,559,154	32,979,316	272,699,058
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start-Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	0	0	0	0	0	0	0	0	0	0	0
Asbestos Certification	20,740	0	0	0	0	0	0	0	0	0	20,740
Proposal Cost Reimbursement	(75,000)	0	0	0	0	0	0	0	0	0	(75,000)
Total OCFA Estimated Contract Costs	22,651,584	23,713,339	24,766,039	25,865,974	27,015,264	28,216,128	29,470,881	30,781,943	32,151,845	33,583,229	278,216,226
City Continuation of Services Not Included In OCFA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	0	0	0	0	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Total Projected Costs	26,551,498	28,181,008	29,677,864	31,297,840	32,879,046	34,348,394	35,878,833	37,169,628	38,736,942	40,351,307	335,062,359
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,960)
<i>One-time Sell Off of Fire Equipment</i>	<i>(190,000)</i>	0	0	0	0	0	0	0	0	0	(190,000)
<i>One-time Fleet Management Cash Availability</i>	<i>(2,549,414)</i>	0	0	0	0	0	0	0	0	0	(2,549,414)
Total Cost for Fire Services with OCFA	23,519,072	27,875,356	29,358,492	30,963,567	32,528,577	33,980,313	35,491,586	36,761,512	38,296,092	39,895,676	328,670,243
CITY COSTS											
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retired Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (4.5%)	17,244,711	18,020,723	18,831,656	19,679,080	20,564,639	21,490,047	22,457,099	23,467,669	24,523,714	25,627,281	211,906,619
Other Operating Costs (4.5%)	3,969,674	4,148,309	4,334,983	4,530,057	4,733,910	4,946,936	5,169,548	5,402,178	5,645,276	5,899,313	48,780,185
Total Fire Budget	24,843,581	26,387,484	27,825,676	29,384,575	30,902,187	32,305,317	33,780,521	34,999,511	36,482,046	38,028,531	314,939,428
Fire Dept Revenue Offset	(150,000)	(153,000)	(156,060)	(159,181)	(162,365)	(165,612)	(168,924)	(172,303)	(175,749)	(179,264)	(1,642,458)
Net Cost of Fire Dept with City	24,693,581	26,234,484	27,669,616	29,225,394	30,739,822	32,139,705	33,611,597	34,827,208	36,306,298	37,849,267	313,296,970
Estimated Projected Savings/(Additional Cost)	1,174,509	(1,640,872)	(1,688,876)	(1,738,174)	(1,788,756)	(1,840,608)	(1,879,989)	(1,934,304)	(1,989,795)	(2,046,409)	(15,373,273)

Plan Check Fees – Planning & Development Section

15

- OCFA Achieves Full Cost Recovery
- Fees Directed Towards Businesses, Developers, Contractors, etc.

Plan Check and Construction Inspection Permit Cost Per Permit			
	Garden Grove		OCFA
NFPA 13D System	\$125.00 plus \$3.00 per head after 4 heads		\$625.00
NFPA 13 and 13R Systems	\$347.00 for 1-100 heads		\$718.00
Underground Fire Service (Hydrants/DCDA/Risers/etc.)	\$327.00		\$575.00
Fire Alarm Systems Plan Check	\$411.50 for 11-50 initiating/indicating devices		\$591.00 for 6-15 initiating devices and/or 21-40 notification devices
Fire Alarm Systems Plan Check	\$559.50 for 51-100 initiating/indicating devices		\$999.00 for 16-30 initiating and/or 41-80 notification devices
Fire Alarm Systems Plan Check	\$599.50+\$1.75 per device		\$1353.00 for more than 30 initiating devices and/or more than 80 notification devices
Fire Extinguishing Hood Systems	\$264.50+\$5.00/nozzle		\$475.00
Commercial Tenant Improvements under 6,000 sqft.	15% of Building Permit Fee, Not to Exceed \$50.00		\$488.00
New Commercial or Office Buildings under 6,000 sqft.	2.5% of Building Permit Fee, Not to Exceed \$200.00		\$488.00

Permit Fees – Prevention Field Services

16

- ▲ Issuance of Annual Operational Permits
- ▲ Fees Paid by Local Businesses, Building Owners, and Special Event Contractors

Top 10 Operational Permit Cost Per Business/Permit			
	Garden Grove	OCFA Issuance	OCFA Re-Issuance
Hazardous Materials - Use, Handling or Storage	\$0.00	\$152.00 to \$234.00	\$145.00 to \$156.00
A-2 Assembly uses intended for food an/or drink consumption	\$170.00	\$557 for <300 occ. \$856 for >300 occ.	\$400 for <300 occ. \$479 for >300 occ.
Welding and Cutting Operations.	\$85.00	\$184.00	\$138.00
Garages/Motor Vehicle Repair	\$125.00	\$283.00	\$225.00
High-Piled Combustible Stock	\$340.00	\$397.00	\$243.00
Day Care Facilities, 7 or more occupants	\$85.00	\$168 Per annual inspection	No reissuance
ASSEMBLY A-3 50-300 occupant load SPRAYING/DIPPING - flammable/combustible liquids	\$170.00	\$557 for <300 occ. \$856 for >300 occ.	\$400 for <300 occ. \$479 for >300 occ.
FLAMMABLE / COMBUSTIBLE LIQUID - more than 120 gallons storage / transport	\$170.00	\$381.00	\$138.00
DUST PRODUCING IN F OCCUPANCIES	\$85.00	\$234.00	\$173.00

QUESTIONS?

Study Session

Fire Department Operational Analysis

Background/Timeline

In 2016, City Council was provided a Deployment Report by Fire staff that identified deficiencies in emergency response and recommendations to improve the current paramedic deployment.

On 3/22/2018, OCFA presented a Fire Service Proposal for complete fire services to City Council.

The OCFA proposal included many of the recommendations found in the GGFD 2016 Deployment Report.

Following the City Staff presentation on 7/10/2018, City Council directed City & Fire Department staff to provide more comparable data for a future study session

Garden Grove Fire Services General Needs Assessment

Background

Key Operational Issues Garden Grove Fire Department is Facing

1. Paramedic Response Times
2. Retention & Recruitment
3. Public Safety Infrastructure

Community Risk

The City of Garden Grove's major risk are similar to any city in the urban area (center of the County).

General Daily Risk:

- Building fires
- Medical emergencies
- Transportation emergencies
- Hazardous materials incidents
- Human events

Natural Hazard Risk:

- Flooding
- Earthquakes
- Storms

Comparison Analysis

In an effort to provide comparative data, the following deployment models were evaluated for:

- Operational Effectiveness
- Risk & Benefit

The Deployment models evaluated :

- Current GGFD Deployment
- Comparable to OCFA Deployment (applies to apples)
- OCFA/FSP

The key goal is to achieve improved paramedic response times.

Apples to Apples Comparison

- When comparing the OCFA/FSP to an equal GGFD Deployment, it is important to understand that several factors need to be considered:
- Deployment of Resources
 - Similar/Same deployment of Engines, Trucks, or Quints
- Retention & Recruitment
 - Retention steps that will ensure that firefighter/paramedics are competitively compensated within the job market
 - Recruitment steps that will ensure we can hire the best entry-level Firefighter/Paramedics

Data Points

- 6-Minute-Total Paramedic Response Time Breakdown
 - Dispatch Time (Target 105 Seconds) (April-June 67 Seconds)
 - Turn-Out Time (60 Seconds)
 - Drive Time (195 Seconds) or 3.25 minutes
- *4 Minutes is used for drive time analysis (6:11)

Fractal Measurement Goal: Achieve response times 90% of the time

Data from Metro Net Communications

Performance Standards NFPA 1710

- **First Unit On Scene (FUOS)**
 - 6 Minutes Total or 4 Minutes Drive Time
 - 90 % Fractal Measurement NOT Average
- **Effective EMS Force (EEMSF)**
 - 8 Minutes Total
 - 90% Fractal Measurement NOT Average
- **Effective Fire Force (EFF)**
 - 8 Minutes Total
 - 90% Fractal Measurement NOT Average
- **Paramedic Override Tax (POT)**
 - 5 Minute Average

Daily Staffing Comparison

All Models (29 On-Duty)

#1 Current GGFD			
7 Fire Stations			
9 Pieces of Equipment			
<ul style="list-style-type: none"> • 7 Engines • 1 Truck • 1 PM Squad 			
<ul style="list-style-type: none"> • 1 Battalion Chief • 8 Captains • 8 Engineers • 12 Firefighters 			
10 Certified Paramedics			
FUOS	65%	Average 3:47	
EEMS	28.20%	Average 4:29	
EFF	30%	Average 8:05	
POT		Average 4:22	

#2 Comparable GGFD			
7 Fire Stations			
7 Pieces of Equipment			
<ul style="list-style-type: none"> • 5 Engines • 2 Quints 			
<ul style="list-style-type: none"> • 1 Battalion Chief • 7 Captains • 7 Engineers • 14 Firefighters 			
14 Certified Paramedics			
FUOS	63%	Average 3:50	
EEMS	63%	Average 3:50	
EFF	90%	Average 6:09	
POT		Average 3:50	

#3 OCFA FSP			
7 Fire Stations			
7 Pieces of Equipment			
<ul style="list-style-type: none"> • 5 Engines • 2 Quints 			
<ul style="list-style-type: none"> • 1 Battalion Chief • 7 Captains • 7 Engineers • 14 Firefighters 			
14 Certified Paramedics			
FUOS	63%	Average 3:50	
EEMS	63%	Average 3:50	
EFF	90%	Average 6:09	
POT		Average 3:50	

Apples to Apples Daily Equipment & Staffing

#2 GGFD (29/FF)

7 Fire Stations

7 Pieces of Equipment

- 5 Engines
- 2 Quints
- 1 Battalion Chief
- 7 Captains
- 7 Engineers
- 14 Firefighters

- *14 Certified Paramedics

FUOS (2PM) EEMS 63% Average 3:50

#3 OCFA/FSP (29/FF)

7 Fire Stations

7 Pieces of Equipment

- 5 Engines
- 2 Quints
- 1 Battalion Chief
- 7 Captains
- 7 Engineers
- 14 Firefighters

- *14 Certified Paramedics

FUOS (2PM) EEMS 63% Average 3:50

Applies To Apples Equipment & Paramedic Daily Staffing

<u>STATION</u>	<u>#2 GGFD *14/PM</u>	<u>#3 OCFA/FSP*14/PM</u>
1	1 BC (1.0) 1 Quint (4.0)*2pm	1 BC (1.0) 1 Quint (4.0)*2pm
2		
3	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
4	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
5	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM
6	1 Quint (4.0)*2PM	1 Quint (4.0)*2PM
7	1 Engine (4.0)*2PM	1 Engine (4.0)*2PM

Regional Integration & Common Approach

For decades, the Orange County Fire Services (local Fire & OCFA) have worked together to provide the best fire service to all the citizens in the county.

Examples of this Collaboration;

- AVL Dispatch
- Cad-to-Cad Integration
- Criteria Based Dispatch (CBD)
- Regional Annexes and Operational Plans
- Auto Aid (No jurisdiction boundary approach)
- Station Move Ups

Paramedic Oversight

#2 GGFD Comparable Deployment

Paramedic Coordinator

- Reclassification of Captain Training Officer to Battalion Chief Training/EMS

Nurse Educator/CQI

- Nurse Coordinator provided by CARE Ambulance, by contract agreement.

#3 OCFA/FSP Deployment

Paramedic Coordinator

- Included in FSP Nurse Educator/CQI
- Included in FSP

Risk Benefit Analysis

#1 Current GGFD Deployment (Risk/Benefit)

Benefits	
<u>Response Times</u>	<ul style="list-style-type: none"> No Improvement
<u>Retention / Recruitment</u>	<ul style="list-style-type: none"> No Improvement
<u>Infrastructure</u>	<ul style="list-style-type: none"> No Improvement

Risk	
<u>Response Times</u>	<ul style="list-style-type: none"> Continued Poor Response Times <ul style="list-style-type: none"> FUOS 65% EEMS 28.20% EFF 30%
<u>Retention / Recruitment</u>	<ul style="list-style-type: none"> Challenges recruiting best entry-level employees due to entry compensation Challenges of losing work force experience due to employees leaving for other better paying fire departments Ongoing compensation issues affecting employee moral
<u>Infrastructure</u>	<ul style="list-style-type: none"> Challenges with aging infrastructure continues

#2 Comparable GGFD (Risk/Benefit)

Benefits	Risk
<p><u>Response Times</u></p> <ul style="list-style-type: none"> Improved Response Times (6 Minutes) <ul style="list-style-type: none"> FUOS 63% EEMS 63% EFF 90% All 7 Fire Stations will have 2 Paramedics Improved Effective Fire Force Times Engine company 5 upgraded to quint <p><u>Retention / Recruitment</u></p> <ul style="list-style-type: none"> Increased entry-level compensation will assist in recruiting the best new firefighter/paramedics Competitive compensation will assure firefighter/paramedics stay with department <p><u>Infrastructure</u></p>	<p><u>Response Times</u></p> <ul style="list-style-type: none"> None <p><u>Retention / Recruitment</u></p> <ul style="list-style-type: none"> Exact compensation cost increase is unknown. Will require negotiation process with labor. <p><u>Infrastructure</u></p> <ul style="list-style-type: none"> Challenges with funding for aging infrastructure

#3 OCFA/FSP (Risk/Benefit)

Benefits	
<u>Response Times</u>	
<ul style="list-style-type: none"> Improved Response Times <ul style="list-style-type: none"> FUOS 63% EEMS 63% EFF 90% All 7 Fire Stations will have 2 Paramedics Improvement in Effective Fire Force Times Engine company 5 upgraded to Quint 	
<u>Retention / Recruitment</u>	
Recruitment and Retention not an issue	
<u>Infrastructure</u>	

Risk	
<u>Response Times</u>	
<ul style="list-style-type: none"> None 	
<u>Retention / Recruitment</u>	
<ul style="list-style-type: none"> None 	
<u>Infrastructure</u>	
<ul style="list-style-type: none"> Challenges with funding for aging infrastructure 	

Stand Alone Truck Company

- Both the GGFD & OCFA/FSP Deployment plans eliminate the stand-alone truck company at fire station 1.
- Both the GGFD & OCFA/FSP deployment will not affect paramedic response times
- Both the GGFD & OCFA/FSP deployment may cause delays in truck-specific functions at emergency incidents such as:
 - Technical Rescues
 - Vehicle Extrications
 - Ventilation & Rescue Operations (Structure Fires)

Questions



2018 Workshops

- At NO time have the Garden Grove Firefighter's been invited to meetings discussing the OCFA FSP



Why are we HERE today ?

2016 City Budget Workshop

- Rising Pension Costs



Actor John Heard found dead in local hotel room

Actor John Heard, whose many roles included the father in the "Home Alone" series and a corrupt detective in "The Sopranos," died in a Palo Alto hotel room following surgery at Stanford Hospital. He was 71.

Heard was found dead Friday by a maid at the Sheraton Hotel at 625 El Camino Real. A representative for Heard said the actor had "minor back surgery" earlier in the week. [See HEARD, page 18]

Daily Post

Locally owned, independent

City's pension costs to jump

BY ELAINE GOODMAN
Daily Post Correspondent

The city of Burlingame's employee pension shortfall has swelled to an estimated \$51.9 million — up 5.3% from two years ago — but that's not the only bad news the city is facing when it comes to pensions.

In addition to the total shortfall, the amount that the city is required to pay each year toward employee pensions is expected to grow to \$13.5 million in the next 10 years — more than double the current \$5.7 million. That's a sizeable amount for a city that is expecting general fund revenues of \$69 million this year.

City officials are looking at a variety of strategies to get ahead of the rapidly rising payments, such as setting aside money in a dedicated fund to use when the increased payments kick in. The City Council heard a brief presentation on the issue on July 3 and is expected to have a more in-depth discussion in two or three months.

"More than likely, we'll hit a recession again," said councilwoman Ann Keighran. "And so we have to make [See PENSION, page 18]

THE UPDATE
In the past five sessions

Dow -57.67	Nasdaq +75.28	Oil -0.77
21,580.07	6,387.75	45.77

Gold 1,254.30 +27.70 NY COMEX DOWN
courtesy of Mish Int'l (650) 324-9110

National Debt: 519,966,006,349,473

Developer tries again

To push big office project to replace Malibu Grand Prix

BY EMILY MIBACH

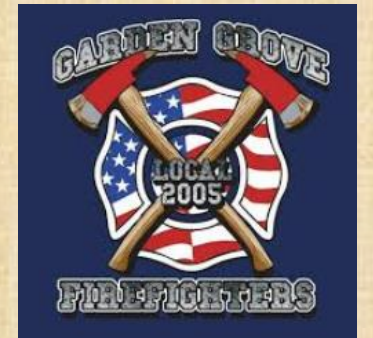
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2017 Negotiations

- City unable to address Recruitment and Retention Issue
- City states Increasing Pension Debt
- City states Increasing Health Insurance Cost
- City states Unable to pay Bills

Garden Grove Firefighters ask to look at a consolidation model

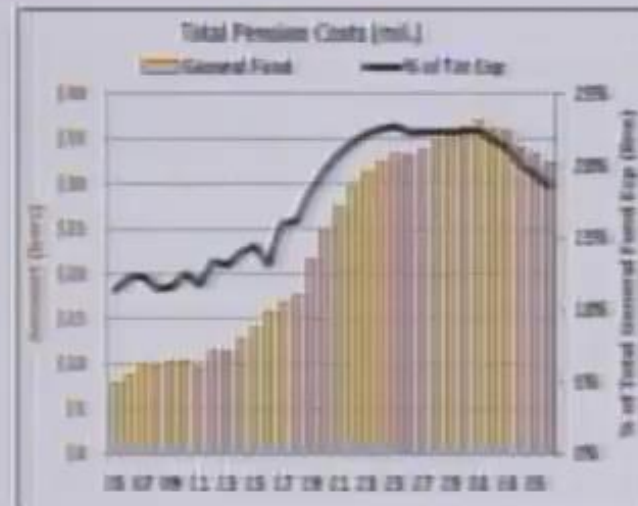
City spends \$ 75,000 dollars to get a bid from OCFA



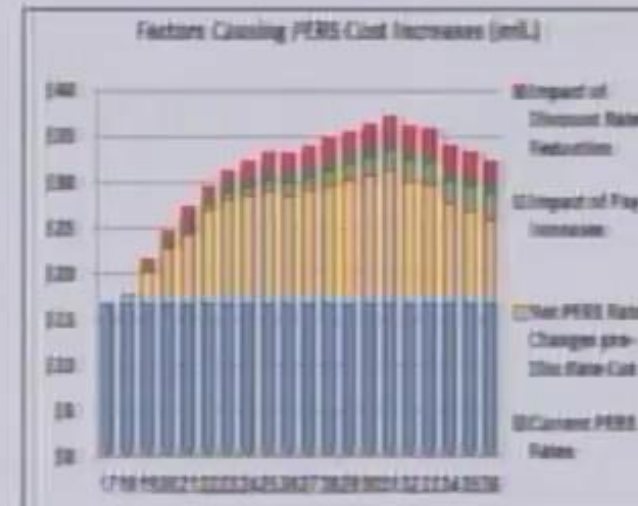
Pension Costs/ Pension Debt



Evolution of Pension Costs

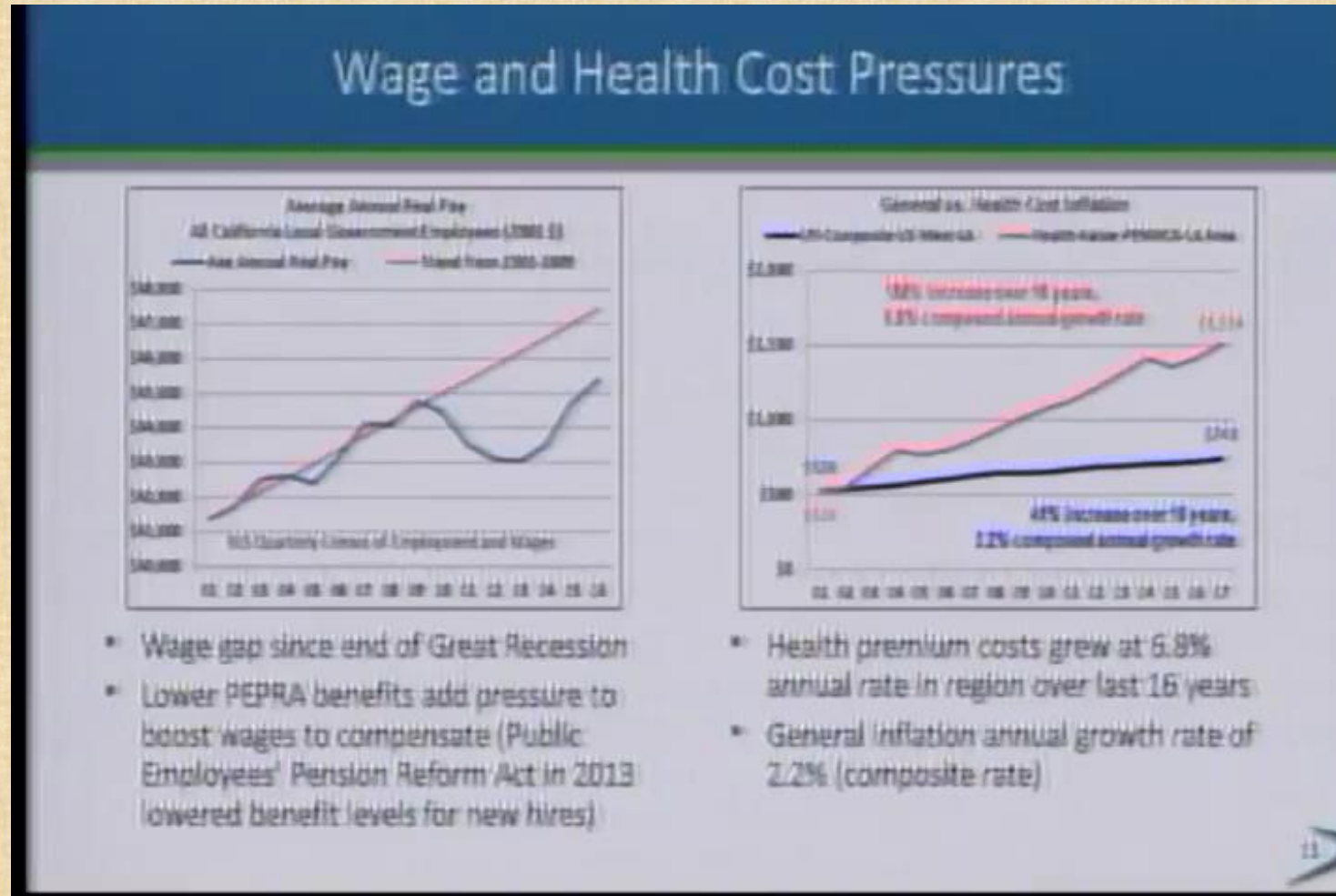


- Costs double in 10 years; pensions peak at 23% of GF expense; costs continue to rise until FY 2030-31; assumes discount rate remains at 7%

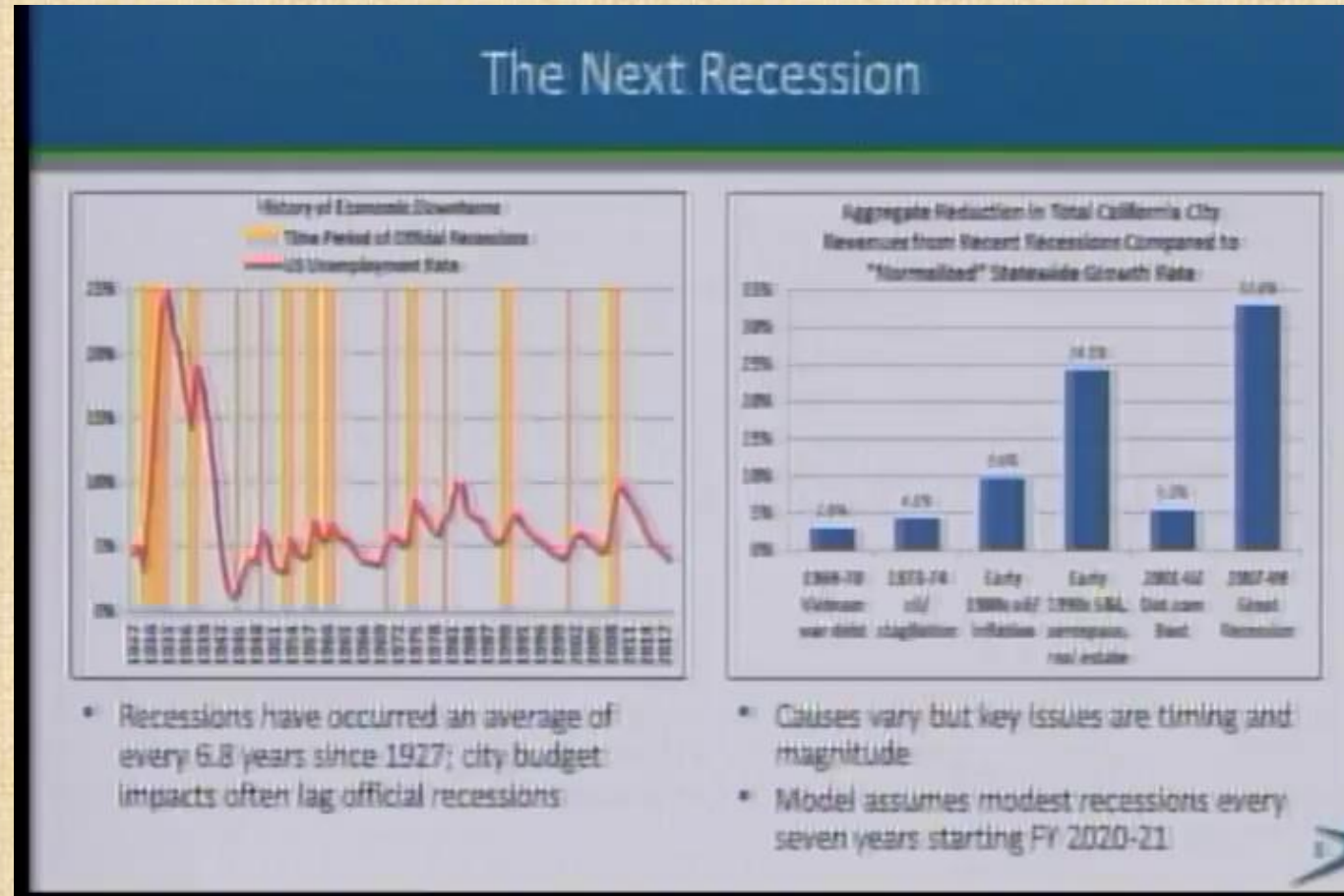


- Shows portion of increase attributable to planned increases, COLAs, and impact of discount rate reduction from 7.5% to 7%

Health Care Costs



Staffing Levels/Calls for Service



Staffing Levels/Calls for Service

Key Expenditure Assumptions

- **Staffing levels:** no change from current FTE
- **Wage Adjustments:** current MOUs through FY 2017-18, assumes 2% growth but this will depend on future MOUs; combination of merit increases and turnover savings adds net 0.25% per year (5% turnover rate is low); vacancy savings rate drops from current 7% to 3% over 3 years; forecast is lower than the CalPERS assumption of 3% growth in payroll
- **Pensions:** based on six-year CalPERS forecast (2016 valuation) with continued transition of employees from Classic to PEPPA benefit levels; assumes discount rate remains at 7%
- **Health:** assumes 3% growth but will depend on future MOUs
- **Other Services and Supplies:** averages 2% annual growth
- **5% Cut:** assumes this is one-time in FY2018-19
- **Debt Service:** per debt schedules of current obligations
- **Capital:** pays for Community Services and Facility Maintenance Plan from CIP; assumes street costs covered by Gas Tax under SB 1 and Measure M
- **Subsidy of Other Funds:** as required to maintain zero balances

Staffing Levels/Calls for Service

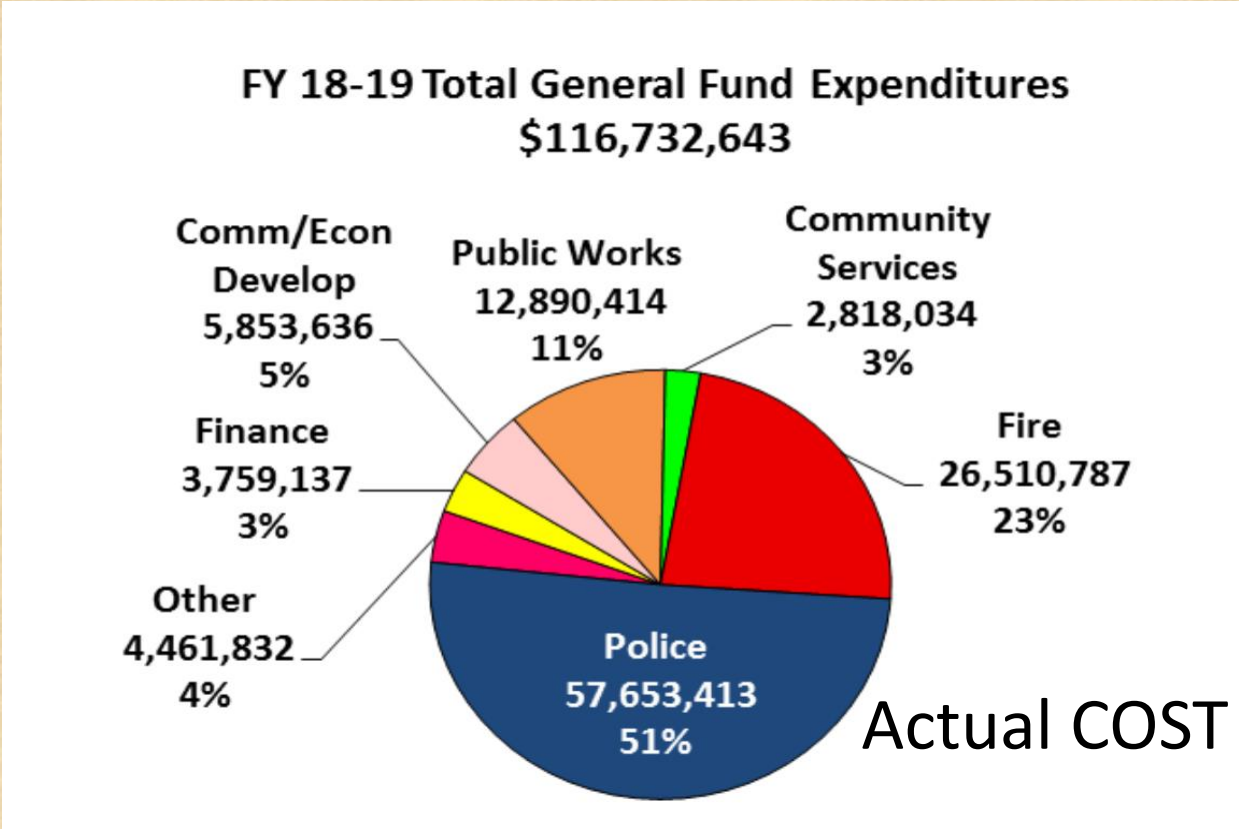


GG Budget

DEPARTMENTS	FY 16-17 00	FY 17-18 00	FY 18-19 00
Fire	\$ 23,000.8	\$ 24,060.1	\$ 25,122.7

BUDGET

Management Partners



Call Load in Last Five Years 40% Increase

2014 Calls for Service	11,200
2015 Calls for Service	14,627
2016 Calls for Service	14,901
2017 Calls for Service	15,093
2018 Calls for Service on Target	15,700



GG Fire Service Issues

- 40% increase in Call Load in 5 years
- Poor Response Times
- Recruitment
- Retention
- Low Morale
- Pension Debt



3 Deployment Models

#1 Current Plan

#2 2016 GG Fire Deployment Plan

#3 OCFA Deployment Plan

Apples to Apples Cost Comparison

Deployment Model # 1 – GG Current Plan

Current Deployment Model Issues

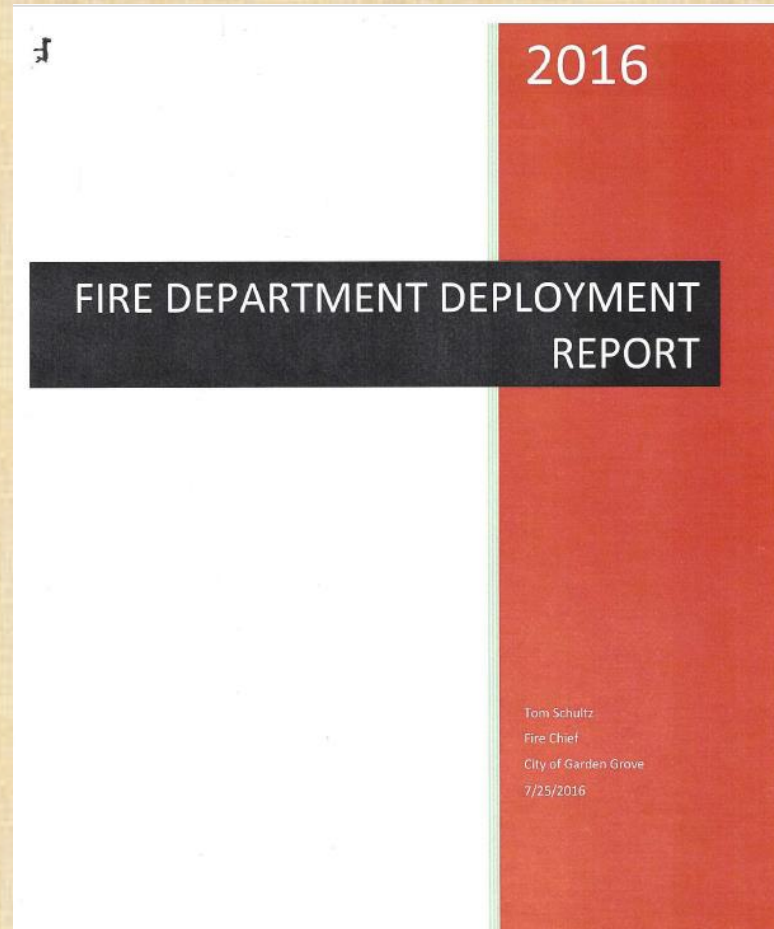
- 35-40% Increase in calls for service

Current Deployment DOES NOT meet Model NFPA 1710

- EEMS 28.20% Responses that meet the minimum Standard
- EFF 30%
- Recruitment and Retention
- Infrastructure
- Low Morale
- Further Increasing Pension Debt



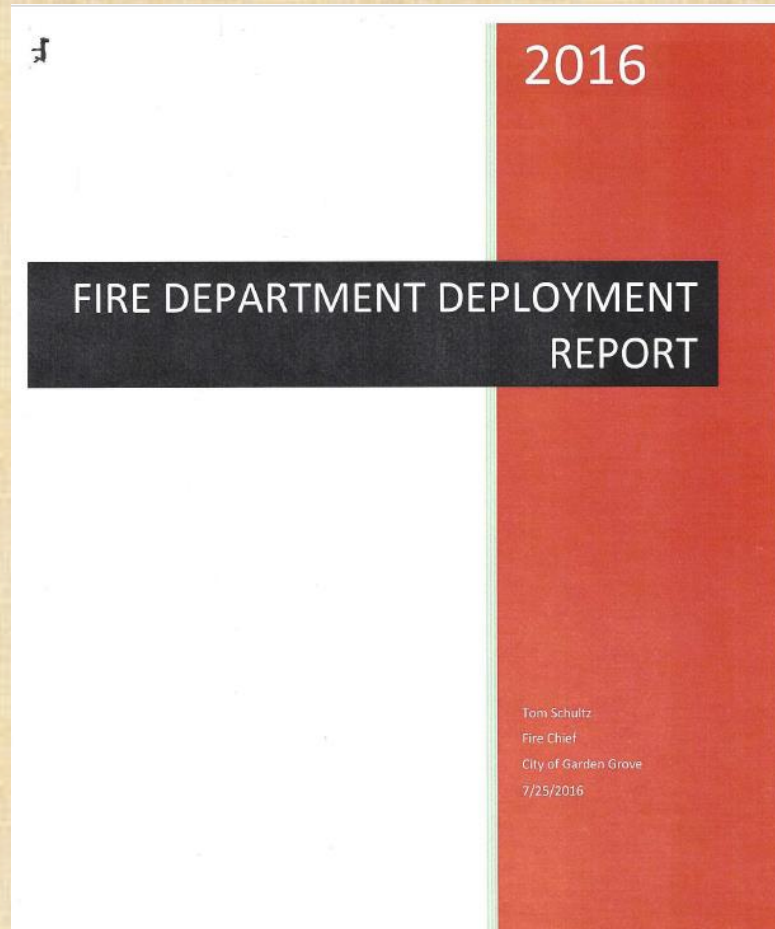
Deployment Model # 2



Submitted to the City in July 2016



Deployment Model # 2



2016 GGFD New Deployment Report

Addresses response times ONLY

DOSE NOT FIX

Recruitment

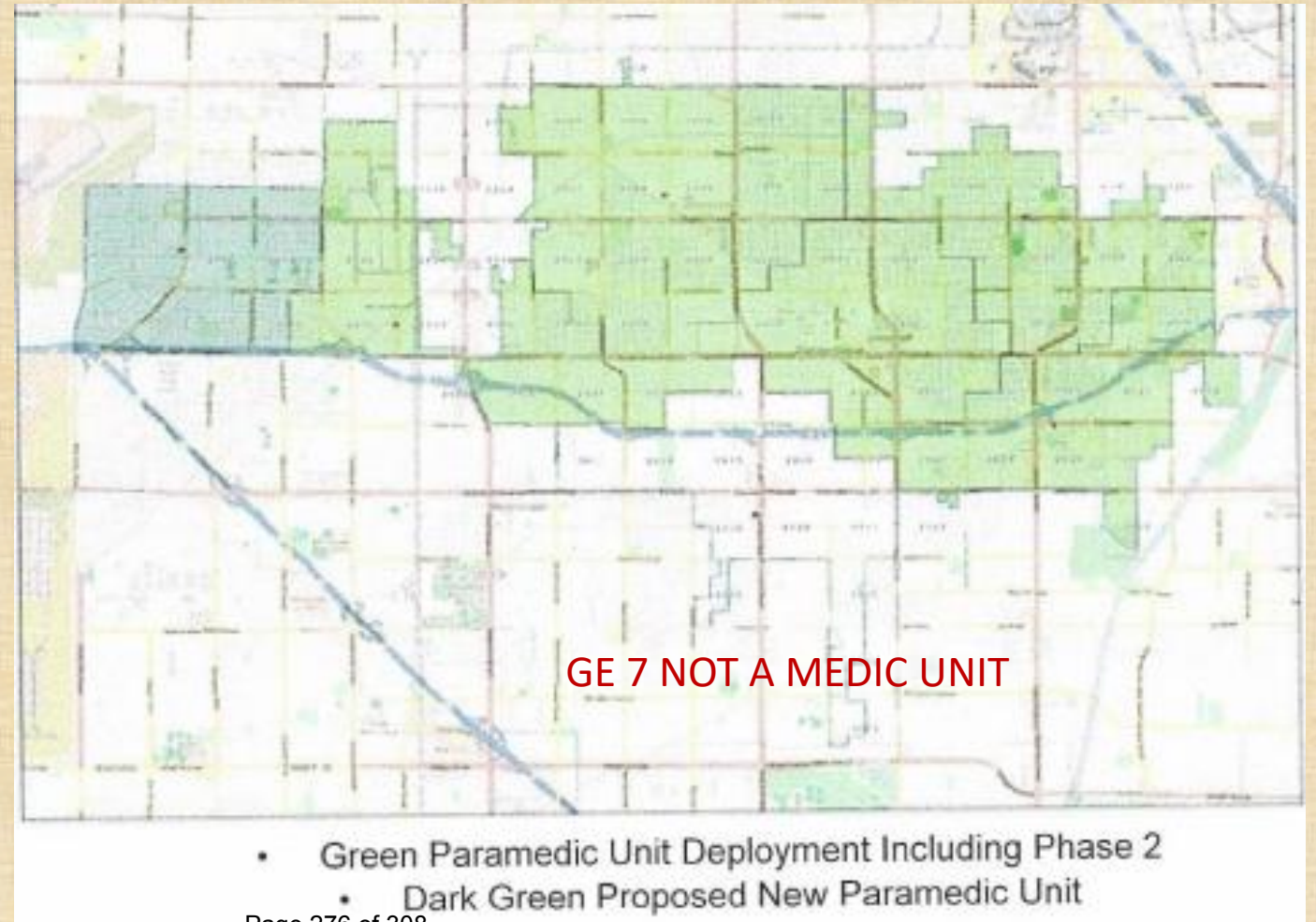
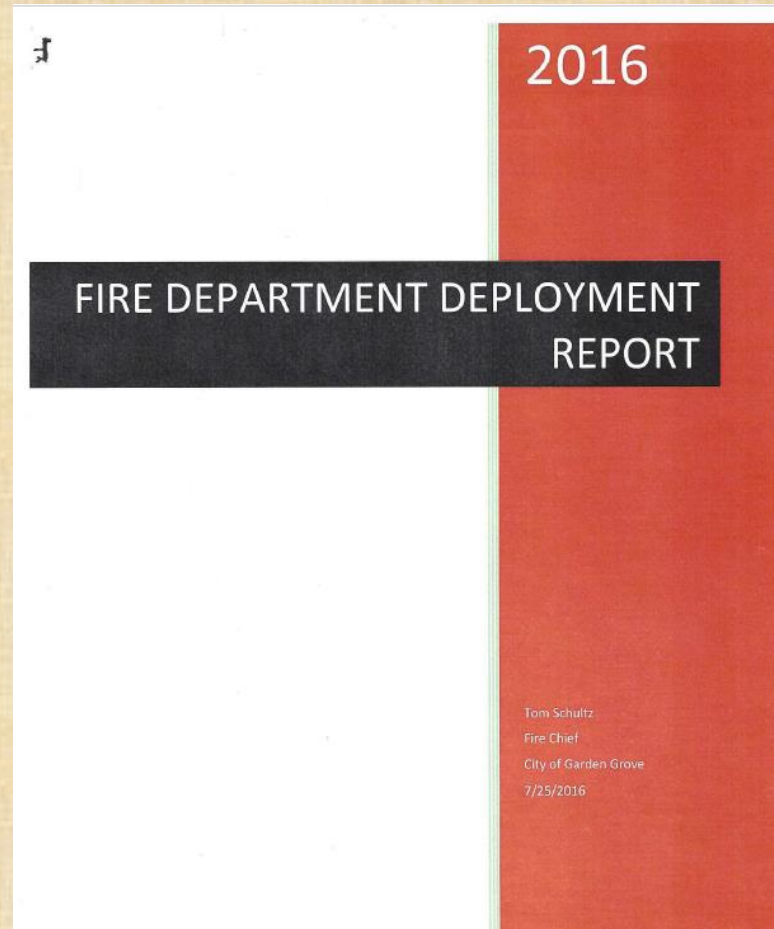
Retention

Low Morale

ADDS to Increasing Pension Debt

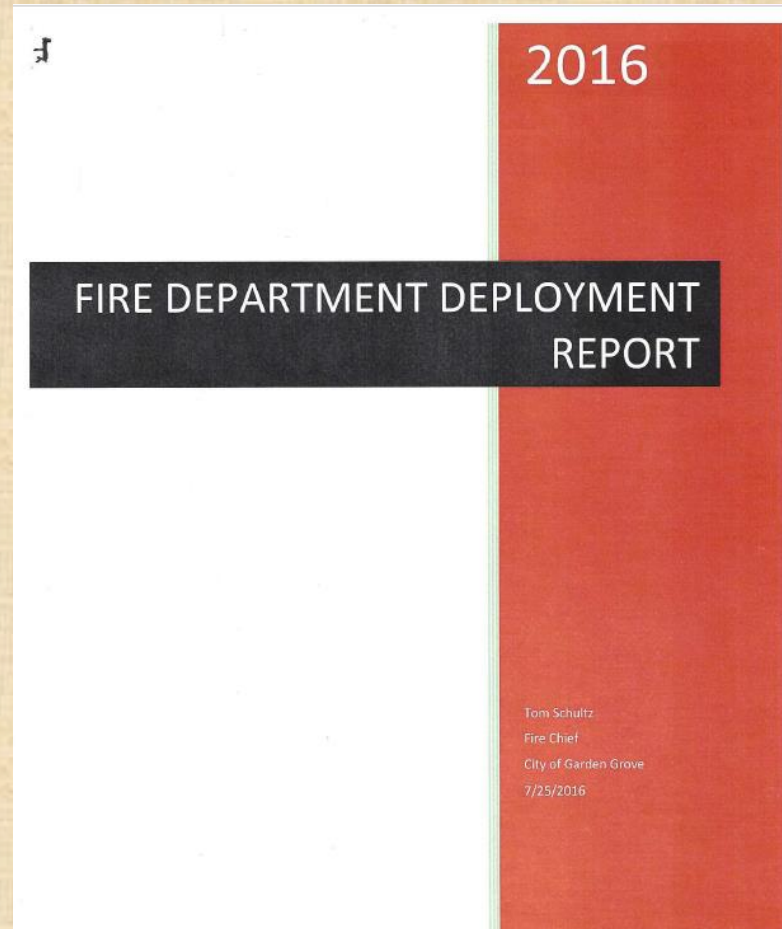
Health Care Cost Increasing

Fire Station 7 NOT a Paramedic Unit



- Green Paramedic Unit Deployment Including Phase 2
- Dark Green Proposed New Paramedic Unit

2 – 2.6 Million added to Budget



Phase 1

Paramedic Assessment Funding Impact
Engine 6 Paramedic Upgrade
\$605,235

Phase 2

Paramedic Assessment Funding Impact
Engine 3 Paramedic Upgrade
\$605,235
Nurse/Paramedic Coordinator
\$254,215
Cost From Phase 1
\$605,235
Total Cost:
\$1,464.685

Phase 3

Paramedic Assessment Funding Impact
Engine 4 Paramedic Upgrade
\$605,235
Cost From (Phase 1 & 2)
\$1,464.685
Total Cost:
\$2,069.920

OCFA Deployment Model # 3

Can Manage Today's and Tomorrow's Increased Calls for Service

Eliminates Recruitment and Retention Issues Immediately

Addresses Infrastructure Issues

Eliminates ANY FURTHER accrual of
Pension Debt
Health Care Costs
Workers Comp



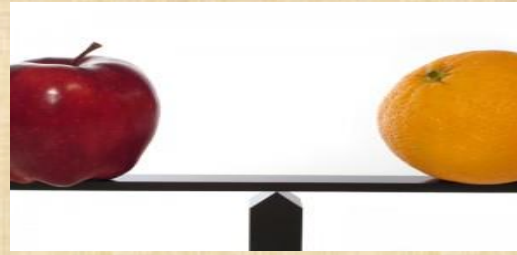
Apples to Apples



- Same deployment but not same level of service
- Loss of 4 Captains Position
- Loss of 3 Engineers Positions
- Stagnation with Promotion (further decreases morale)
- 2-4 Years to deploy
- Does NOT address Recruitment
- Does NOT address Retention ONLY ADDS
- Loss of 6 FF Positions, may have to terminate 4 existing FFs
- 350K to train 4 FF's to become Paramedics
- More Apparatus to purchase and maintain
- INCREASES FURTHER PENSION DEBT



Apples to Apple



OCFA

GG Fire INFRASTRUTRE

Yard

Currently NO truck can fit into yard.

Have to ADD 3 Quints.

MECHANIC

Currently only 1 for 17-20 pieces of fire equipment.

Need to add X 1 additional mechanic. \$125K

24 Fleet Service Personnel

Modern Maintenance Service Area

24 hr Mobile Mechanic

Parts Department on Site

Quints

1.4 million

Station 1



1.4 million

Station 5



1.4 million

Reserve Unit

250K to Equip Reserve Quint



City Yard Fire Maintenance



OCFA Infrastructure



Garden Grove Full Time Fire Investigator

Fire Investigator

Certification Task Book
February 2017



California Department of Forestry and Fire Protection
Office of the State Fire Marshal
State Fire Training

- Full Time Investigator position cut in 2005
- Was a Temporary Cost Saving Measure
- Shift Investigator Program created as a stop gap

Apples to Apples Need to Add Full Time Fire Investigator

Full Time Fire Investigator

Anaheim Fire Department

40 hr and Shift Investigators

Orange Fire Department

40 hr and Shift Investigators

Garden Grove

NO 40 hr Fire Investigator ONLY Shift Investigators

OCFA Fire Investigation UNIT

40 hr Fire Investigator

40 hr Police Officer

Shift Fire Investigators



Recruitment Issue

Entry Level Pay Currently 17% below 5th in County

Fire Chief Stated it was a serious issue

Labor has also recognized it



GG Fire Fighter Starting Pay \$20.52

GG Paramedic Starting Pay \$ 23.60

Average Starting pay for Firefighters \$23-\$24.05

Average Starting pay for Paramedics \$26.36-\$27.66

FIREFIGHTER PARAMEDIC

Salary ⓘ	\$7,072.00 - \$8,760.27 Monthly	Location ⓘ	Huntington Beach, CA
Job Type	Full-Time	Department	Fire Department
Job Number	0226-0818		
Closing	10/6/2018 11:59 PM Pacific		

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Recruitment Fix – Drop first 2 steps

Now 7 years to top step

Paramedic Steps

A Step \$23.60

B Step \$24.78

C step \$26.01

D Step

E Step \$161,086

F Step

G Step

H Step

I Step

Paramedic Steps

A Step \$23.60

B Step \$24.78

C step \$26.01

D Step

E Step

F Step

G Step

H Step

I Step

New Paramedic Steps

A \$26.01

B

C

D

E

F

G

\$177,194

Total Cost of a Paramedic

2016 Plan

Paramedic Assessment Funding Impact	
Engine 6 Paramedic Upgrade	
\$605,235	\$201,745

Apples to Apples

\$177,000

Retention- Competitive Wage

- Currently 10.19% below 5th in County
- We have never asked to be in the top three
- We have had several paramedics leave



Retention
Solution –
Competitive
Wage



- 5% FY 18-19
- 4% FY 19-20
- 2% FY 20-21

Labor Cost – Labor Inflator

Labor (2.92%)	17,244,711
Other Operating Costs (2.92%)	3,969,674

2.92 % Labor Inflator INCLUDES

Future PERS Cost 2.75%

Medical 1.45%

Worker Comp Expenses

Health Care Cost Increases

PEMHCA – Public Employees Medical & Hospital Care Act

Step Increases

Promotions

10-Year Forecast - (2.92% Increase)											
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Annual Contract (2.9%)	22,191,928	22,839,932	23,506,858	24,193,259	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653	253,470,275
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start - Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	-	-	-	-	-	-	-	-	-	-	-
Asbestos Certification	20,740	-	-	-	-	-	-	-	-	-	20,740
Proposal Cost Reimbursement	(75,000)	-	-	-	-	-	-	-	-	-	(75,000)
Total OCFA Estimated Contract Costs	22,651,584	23,362,707	24,038,757	24,734,556	25,450,679	26,187,721	26,946,293	27,727,023	28,530,558	29,357,566	258,987,443
City Continuation of Services Not Included in OCFA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	-	-	-	-	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Total Projected Costs	26,551,498	27,830,376	28,950,582	30,166,422	31,314,461	32,319,987	33,354,245	34,114,707	35,105,655	36,125,644	315,833,576
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,959)
One time Sell Off of Fire Equipment	(190,000)	-	-	-	-	-	-	-	-	-	(190,000)
One-time Fleet Management Cash Availability	(2,549,414)	-	-	-	-	-	-	-	-	-	(2,549,414)
Total Cost for Fire Services with OCFA	23,519,072	27,524,723	28,631,210	29,832,149	30,963,992	31,951,906	32,966,998	33,706,591	34,674,805	35,670,014	309,441,460
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (2.92%)	17,244,711	17,748,257	18,266,506	18,799,888	19,348,844	19,913,831	20,495,314	21,093,778	21,709,716	22,343,640	196,964,483
Other Operating Costs (2.92%)	3,969,674	4,085,588	4,204,888	4,327,670	4,454,038	4,584,096	4,717,952	4,855,716	4,997,503	5,143,430	45,340,556
Total Fire Budget	24,843,581	26,052,296	27,130,430	28,302,995	29,406,521	30,366,261	31,367,140	32,079,158	33,020,275	33,989,006	296,557,663
Fire Dept Revenue Offset	(150,000)	(153,000)	(156,060)	(159,181)	(162,365)	(165,612)	(168,924)	(172,303)	(175,749)	(179,264)	(1,642,458)
Net Cost of Fire Dept with City	24,693,581	25,899,296	26,974,370	28,143,814	29,244,156	30,200,649	31,198,216	31,906,855	32,844,526	33,809,742	294,915,205
Estimated Projected Savings/(Additional Cost)	1,174,510	(1,625,427)	(1,656,840)	(1,688,335)	(1,719,837)	(1,751,257)	(1,768,782)	(1,799,736)	(1,830,279)	(1,860,271)	(14,526,255)

Apples to Apples Cost Analysis

1 Time Cost 4 FF's trained to Paramedic \$350K

1 Time Cost –Equip the Reserve Quint \$250K

EOC- Bonus Only not a full time position -\$11,000

Cost to add adequate Equipment/Apparatus support

X1 Mechanic \$125k

Cost to return Fire investigation to 2005 Staffing Levels

X1 Full Time Fire investigator \$217K

Cost of X3 Quints to provide sustainable service levels

1.1 million \$136K

Annual maintenance \$165K

Recruitment Solution -Drop first 2 steps

Increase Top step achievement from 9 to 7 years

Retention Solution-5% FY 18-19-4% FY 19-20-2% FY 20-21

1 Time Cost of Paramedic Training and Equipment for Reserve Quint

10-Year Forecast - (2.92% Increase)											
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Annual Contract (2.9%)	22,191,928	22,839,932	23,506,858	24,193,259	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653	253,470,275
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start - Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	-	-	-	-	-	-	-	-	-	-	-
Asbestos Certification	20,740	-	-	-	-	-	-	-	-	-	20,740
Proposal Cost Reimbursement	(75,000)	-	-	-	-	-	-	-	-	-	(75,000)
Total OCFA Estimated Contract Costs	22,651,584	23,362,707	24,038,757	24,734,556	25,450,679	26,187,721	26,946,293	27,727,023	28,530,558	29,357,566	258,987,443
City Continuation of Services Not Included in OCFA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	-	-	-	-	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Total Projected Costs	26,551,498	27,830,376	28,950,582	30,166,422	31,314,461	32,319,987	33,354,245	34,114,707	35,105,655	36,125,644	315,833,576
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,959)
One time Sell Off of Fire Equipment	(190,000)	-	-	-	-	-	-	-	-	-	(190,000)
One-time Fleet Management Cash Availability	(2,549,414)	-	-	-	-	-	-	-	-	-	(2,549,414)
Total Cost for Fire Services with OCFA	23,519,072	27,524,723	28,631,210	29,832,149	30,963,992	31,951,906	32,966,998	33,706,591	34,674,805	35,670,014	309,441,460
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (2.92%)	17,244,711	17,748,257	18,266,506	18,799,888	19,348,844	19,913,831	20,495,314	21,093,778	21,709,716	22,343,640	196,964,483
Other Operating Costs (2.92%)	3,969,674	4,085,588	4,204,888	4,327,670	4,454,038	4,584,096	4,717,952	4,855,716	4,997,503	5,143,430	45,340,556
Total Fire Budget	24,843,581	26,052,296	27,130,430	28,302,995	29,406,521	30,366,261	31,367,140	32,079,158	33,020,275	33,989,006	296,557,663
Fire Dept Revenue Offset	(150,000)	(153,000)	(156,060)	(159,181)	(162,365)	(165,612)	(168,924)	(172,303)	(175,749)	(179,264)	(1,642,458)
Net Cost of Fire Dept with City	24,693,581	25,899,296	26,974,370	28,143,814	29,244,156	30,200,649	31,198,216	31,906,855	32,844,526	33,809,742	294,915,205
Estimated Projected Savings/(Additional Cost)	1,174,510	(1,625,427)	(1,656,840)	(1,688,335)	(1,719,837)	(1,751,257)	(1,768,782)	(1,799,736)	(1,830,279)	(1,860,271)	(14,526,255)

EOC- \$11,000 Bonus

10-Year Forecast - (2.92% Increase)											
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Annual Contract (2.9%)	22,191,928	22,839,932	23,506,858	24,193,259	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653	253,470,275
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start - Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	-	-	-	-	-	-	-	-	-	-	-
Asbestos Certification	20,740	-	-	-	-	-	-	-	-	-	20,740
Proposal Cost Reimbursement	(75,000)	-	-	-	-	-	-	-	-	-	(75,000)
Total OCFA Estimated Contract Costs	22,651,584	23,362,707	24,038,757	24,734,556	25,450,679	26,187,721	26,946,293	27,727,023	28,530,558	29,357,566	258,987,443
City Continuation of Services Not Included in OCFA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	-	-	-	-	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Total Projected Costs	26,551,498	27,830,376	28,950,582	30,166,422	31,314,461	32,319,987	33,354,245	34,114,707	35,105,655	36,125,644	315,833,576
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,959)
One time Sell Off of Fire Equipment	(190,000)	-	-	-	-	-	-	-	-	-	(190,000)
One-time Fleet Management Cash Availability	(2,549,414)	-	-	-	-	-	-	-	-	-	(2,549,414)
Total Cost for Fire Services with OCFA	23,519,072	27,524,723	28,631,210	29,832,149	30,963,992	31,951,906	32,966,998	33,706,591	34,674,805	35,670,014	309,441,460
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (2.92%)											
Other Operating Expenses											
Total Fire Budget											
Fire Dept Revenue											
Estimate											

City Continuation of Services Not Included in OCFA

Add Position for EOC Management

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175,000

Add Mechanic and Quints

	Description:	FY 18-19 Avg. Tot Comp	Current GG Auth Pos List	Total GG Current Costs	Number of Positions (OCFA Proposal Deployment)	Estimated Cost Using OCFA Model	TOTAL COST OF FIRE SERVICES IF CONTRACTED WITH OCFA
ADMIN	Department Secretary	102,675	1	102,675	1	102,675	
	Public Safety Fiscal Analyst	112,135	1	112,135	1	112,135	
	Sr. Fire Protection Specialist	140,610	2	281,220	2	281,220	
	Fire Chief	394,767	1	394,767	1	394,767	
	Fire Division Chief	280,668	2	561,336	2	561,336	
	Fire Battalion Chief (Training)	248,782	0	-	1	248,782	
	Fire Captain (Deputy Fire Marshall)	217,311	2	434,622	1	217,311	
FRONT-LINE	Fire Battalion Chief	248,782	3	746,346	3	746,346	
	Fire Captain	217,311	24	5,215,464	21	4,563,531	
	Fire Engineer	185,770	24	4,458,480	21	3,901,170	
	Firefighter (Constant Manning)	120,191	4	480,764	4	480,764	
	Firefighter	133,595	6	801,570	0	-	
	Firefighter/Paramedic	161,086	30	4,832,580	42	6,765,612	
	Total Full-Time Labor Cost		100	18,421,959	100	18,375,649	N/A
OTHER OPERATING COSTS	Part-Time			58,281		58,281	
	Over-Time			2,439,977		2,439,977	
	Other Costs						
	Contractuals			1,222,407		1,222,407	
	Commodities			438,910		438,910	
	Tel/Beeper			82,701		82,701	
	Equip Pool Rental			1,772,611		1,772,611	
	Stores-Non Stock			16,211		16,211	
	Info Systems			130,166		130,166	
	Insurance-Liab/Prop			99,934		99,934	
	Capital Outlay			178,200		178,200	
	Subtotal			6,439,398		6,439,398	
	Labor & Other Operating Costs			24,861,357		24,815,047	22,296,928
ADDITIONAL EQUIPMENT	Addition of a Quint		N/A			134,272	
	Equip Rental Rate for Quint		N/A			165,000	
	Less 1 Squad (#880 Annual Rate)		N/A			(45,228)	
	Less 2 Engines (#555,556 Annual Rate)		N/A			(225,510)	
	Additional Equipment Subtotal		N/A			28,534	295,293
	Total Costs			24,861,357		24,843,581	22,592,221

ADDITIONAL EQUIPMENT	Addition of a Quint			N/A		134,272
	Equip Rental Rate for Quint			N/A		165,000
	Less 1 Squad (#880 Annual Rate)			N/A		(45,228)
	Less 2 Engines (#555,556 Annual Rate)			N/A		(225,510)
	Additional Equipment Subtotal			N/A		28,534
	Total Costs			24,861,357		24,843,581

Return Fire investigation Staffing Levels to 2005

		FY 18-19 Avg. Tot Comp	Current GG Auth Pos List	Total GG Current Costs	Number of Positions (OCFA Proposal Deployment)	Estimated Cost Using OCFA Model	TOTAL COST OF FIRE SERVICES IF CONTRACTED WITH OCFA
ADMIN	Description:						
	Department Secretary	102,675	1	102,675	1	102,675	
	Public Safety Fiscal Analyst	112,135	1	112,135	1	112,135	
	Sr. Fire Protection Specialist	140,610	2	281,220	2	281,220	
	Fire Chief	394,767	1	394,767	1	394,767	
	Fire Division Chief	280,668	2	561,336	2	561,336	
	Fire Battalion Chief (Training)	248,782	0	-	1	248,782	
FRONT-LINE	Fire Captain (Deputy Fire Marshall)	217,311	2	434,622	1	217,311	
	Fire Battalion Chief	248,782	3	746,346	3	746,346	
	Fire Captain	217,311	24	5,215,464	21	4,563,531	
	Fire Engineer	185,770	24	4,458,480	21	3,901,170	
	Firefighter (Constant Manning)	120,191	4	480,764	4	480,764	
	Firefighter	133,595	6	801,570	0	-	
	Firefighter/Paramedic	161,086	30	4,832,580	42	6,765,612	
Total Full-Time Labor Cost			100	18,421,959	100	18,375,649	N/A

OTHER OPERATING COSTS	Part-Time			58,281		58,281	
	Over-Time			2,439,977		2,439,977	
	Other Costs						
	Contractuals			1,222,407		1,222,407	
	Commodities			438,910		438,910	
	Tel/Beeper			82,701		82,701	
	Equip Pool Rental			1,722,611		1,722,611	

10% Staff Adjustment

OTHER OPERATING COSTS	Equip Pool Rental	Fire Captain (Deputy Fire Marshall)	217,311	2	434,622	1	217,311						
	Stores-Non Stock	Fire Battalion Chief	248,782	3	746,346	3	746,346						
	Info Systems												
	Insurance-Liab/Prop												
Capital Outlay	Labor	Fire Captain	217,311	24	5,215,464	21	4,563,531						
ADDITIONAL EQUIPMENT	Addition of a Quint	Fire Engineer	185,770	24	4,458,480	21	3,901,170						
	Equip Rental Rate for Quint												
	Less 1 Squad (#880 Annual	Firefighter (Constant Manning)	120,191	4	480,764	4	480,764						
	Less 2 Engines (#555,556 Ar												
	Additic												
								Firefighter	133,595	6	801,570	0	-
								Firefighter/Paramedic	161,086	30	4,832,580	42	6,765,612
	Total Full-Time Labor Cost		100	18,421,959	100	18,375,649							

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Recruitment Solution- Drop First 2 steps

Paramedic Cost = 177,194

		FY 18-19 Avg. Tot Comp	Current GG Auth Pos List	Total GG Current Costs	Number of Positions (OCFA Proposal Deployment)	Estimated Cost Using OCFA Model	TOTAL COST OF FIRE SERVICES IF CONTRACTED WITH OCFA
ADMIN	Description:						
	Department Secretary	102,675	1	102,675	1	102,675	
	Public Safety Fiscal Analyst	112,135	1	112,135	1	112,135	
	Sr. Fire Protection Specialist	140,610	2	281,220	2	281,220	
	Fire Chief	394,767	1	394,767	1	394,767	
	Fire Division Chief	280,668	2	561,336	2	561,336	
	Fire Battalion Chief (Training)	248,782	0	-	1	248,782	
FRONT-LINE	Fire Captain (Deputy Fire Marshall)	217,311	2	434,622	1	217,311	
	Fire Battalion Chief	248,782	3	746,346	3	746,346	
	Fire Captain	217,311	24	5,215,464	21	4,563,531	
	Fire Engineer	185,770	24	4,458,480	21	3,901,170	
	Firefighter (Constant Manning)	120,191	4	480,764	4	480,764	
	Firefighter	133,595	6	801,570	0	-	
	Firefighter/Paramedic	161,086	30	4,832,580	42	6,765,612	
Total Full-Time Labor Cost			100	18,421,959	100	18,375,649	N/A
OTHER OPERATING COSTS	Part-Time			58,281		58,281	
	Over-Time			2,439,977		2,439,977	
	Other Costs						
	Contractuals			1,222,407		1,222,407	
	Commodities			438,910		438,910	
	Tel/Beeper			82,701		82,701	
	Equip Pool Rental			1,722,611		1,722,611	
ADDITIONAL EQUIPMENT	Stores-Non Stock						
	Info Systems						
	Insurance-Liab/Prop						
	Capital Outlay						
	Labor						

Fire Captain (Deputy Fire Marshall)	217,311	2	434,622	1	217,311
Fire Battalion Chief	248,782	3	746,346	3	746,346
Fire Captain	217,311	24	5,215,464	21	4,563,531
Fire Engineer	185,770	24	4,458,480	21	3,901,170
Firefighter (Constant Manning)	120,191	4	480,764	4	480,764
Firefighter	133,595	6	801,570	0	-
Firefighter/Paramedic	161,086	30	4,832,580	42	6,765,612
Total Full-Time Labor Cost		100	18,421,959	100	18,375,649

Retention Solution- 5%,4%,2%

10-Year Forecast - (2.92% Increase)											
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Annual Contract (2.9%)	22,191,928	22,839,932	23,506,858	24,193,259	24,899,702	25,626,773	26,375,075	27,145,227	27,937,868	28,753,653	253,470,275
Annual Facility Revolving Fund (\$15,000 x 7)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	1,050,000
Equipment Replacement (3% Per OCFA)	295,293	304,152	313,276	322,675	332,355	342,326	352,595	363,173	374,068	385,290	3,385,203
Start - Up (0%, 10 Years, \$1,136,225)	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	113,623	1,136,225
Capital Improvements Required	-	-	-	-	-	-	-	-	-	-	-
Asbestos Certification	20,740	-	-	-	-	-	-	-	-	-	20,740
Proposal Cost Reimbursement	(75,000)	-	-	-	-	-	-	-	-	-	(75,000)
Total OCFA Estimated Contract Costs	22,651,584	23,362,707	24,038,757	24,734,556	25,450,679	26,187,721	26,946,293	27,727,023	28,530,558	29,357,566	258,987,443
City Continuation of Services Not Included in OCFA											
Add Position for EOC Management	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	1,916,201
Hazmat Clean Up (Ocean Blue)	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	57,000	570,000
Records Management	38,718	13,718	13,718	13,718	13,718	13,718	-	-	-	-	107,308
Total Additional Services	270,718	249,218	252,788	256,429	260,144	263,932	254,078	258,020	262,040	266,141	2,593,509
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Total Projected Costs	26,551,498	27,830,376	28,950,582	30,166,422	31,314,461	32,319,987	33,354,245	34,114,707	35,105,655	36,125,644	315,833,576
Additional Savings: Insurance Premiums	(100,000)	(110,000)	(121,000)	(133,100)	(146,410)	(161,051)	(177,156)	(194,872)	(214,359)	(235,795)	(1,593,742)
Annual Facility Maintenance Savings	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(105,000)	(1,050,000)
Utilities	(88,012)	(90,652)	(93,372)	(96,173)	(99,058)	(102,030)	(105,091)	(108,244)	(111,491)	(114,836)	(1,008,959)
One time Sell Off of Fire Equipment	(190,000)	-	-	-	-	-	-	-	-	-	(190,000)
One-time Fleet Management Cash Availability	(2,549,414)	-	-	-	-	-	-	-	-	-	(2,549,414)
Total Cost for Fire Services with OCFA	23,519,072	27,524,723	28,631,210	29,832,149	30,963,992	31,951,906	32,966,998	33,706,591	34,674,805	35,670,014	309,441,460
Pension Obligation (Pre-OCFA Unfunded Liability)	3,545,268	4,132,425	4,570,860	5,085,056	5,510,997	5,773,377	6,056,543	6,029,900	6,210,798	6,397,122	53,312,346
Retiree Medical Premium Contribution	83,928	86,026	88,177	90,381	92,641	94,957	97,331	99,764	102,258	104,815	940,277
Labor (2.92%)	17,244,711	17,748,257	18,266,506	18,799,888	19,348,844	19,913,831	20,495,314	21,093,778	21,709,716	22,343,640	196,964,483
Other Operating Costs (2.92%)	3,969,674	4,085,588	4,204,888	4,327,670	4,454,038	4,584,096	4,717,952	4,855,716	4,997,503	5,143,430	45,340,556
Total Fire Budget	24,843,581	26,608,591	28,041,936	29,347,409	30,757,879	32,231,824	33,767,262	35,367,256	37,032,272	38,768,887	326,817,322
Fire Dept Revenue Offset	(150,000)	-	-	-	-	-	-	-	-	-	(150,000)
Net Cost of Fire Dept with City	24,693,581	26,608,591	28,041,936	29,347,409	30,757,879	32,231,824	33,767,262	35,367,256	37,032,272	38,768,887	326,667,322
Estimated Projected Savings/(Additional Cost)	1,174,510	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(10,000,000)

Pension Obligation (Pre-OCFA Unfunded Liability)

3,545,268

Retiree Medical Premium Contribution

83,928

Labor (2.92%)

18,182,045

Other Operating Costs (2.92%)

4,368,674

Apples to Apples Cost Comparison

- OCFA more cost effective than GG Fire Deployment



Level of Service

- OCFA
- 2016 GG Fire Model
- Current GG Fire Model
- Apples to Apples



Recruitment and Retention

- OCFA
- 2016 GG Fire Model
- Current GG Fire Model
Apples to Apples



Infrastructure- Fire Maintenance

OCFA

2016 GG Fire Model

Current GG Fire Model

Apples to Apples



Future PENSION DEBT

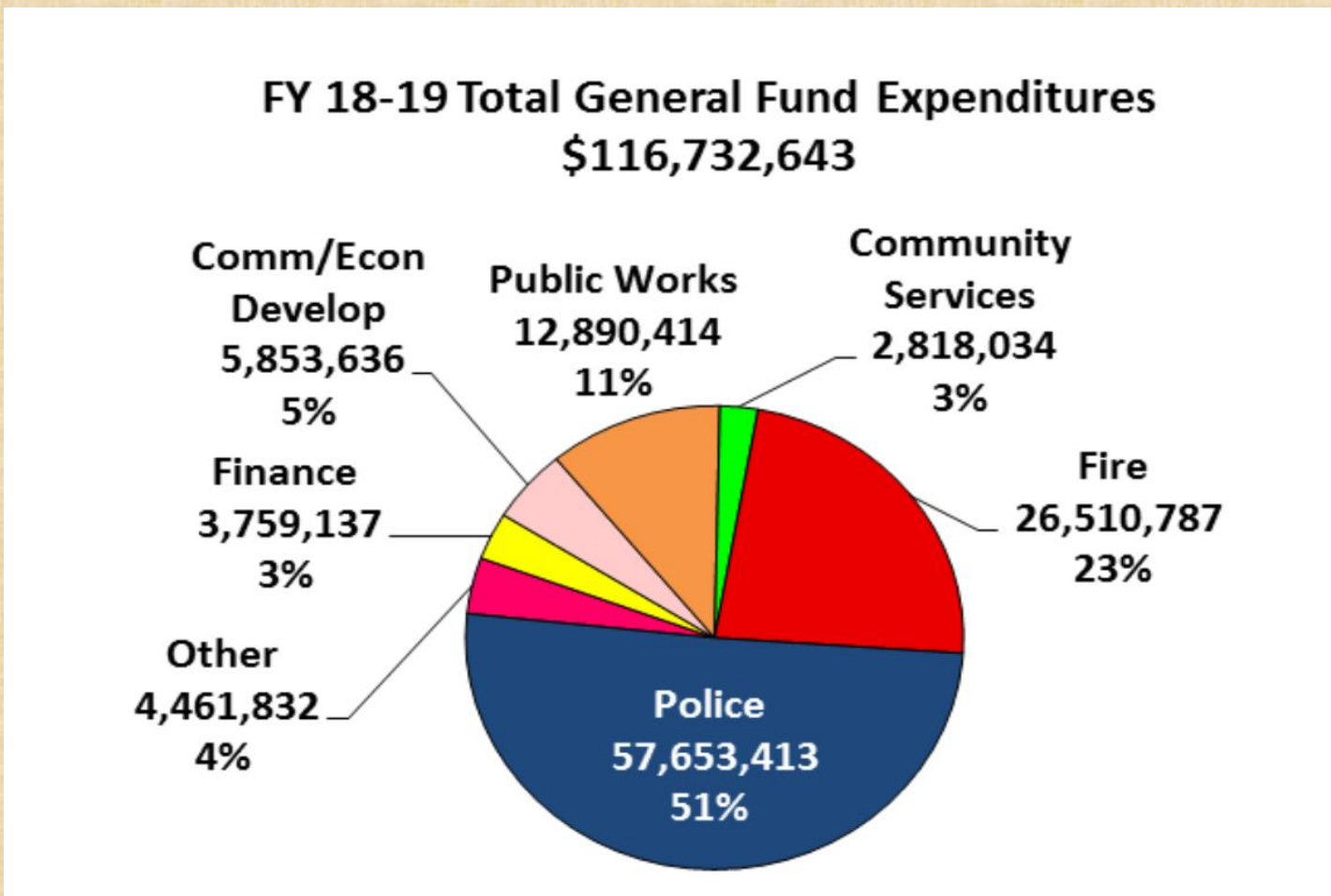
- OCFA
- 2016 GG Fire Model ONLY ADDS
- Current GG Fire Model ONLY ADDS
- Apples to Apples ONLY ADDS



OCFA Costs

- July 10th, 2018 Cost of OCFA per GG City \$27,097,120
 - Subtract \$113,623 (moving start up costs over 10 years instead of 5)
 - Subtract \$357,000 for capital improvement costs
(Need to be addressed either way)
- New GG City Spread Sheet show OCFA Cost \$26,551,498
 - Subtract EOC cost (\$11,000 bonus instead) -\$ 164,000
- New OCFA Cost = \$26,387,498

GGFD Actual Cost



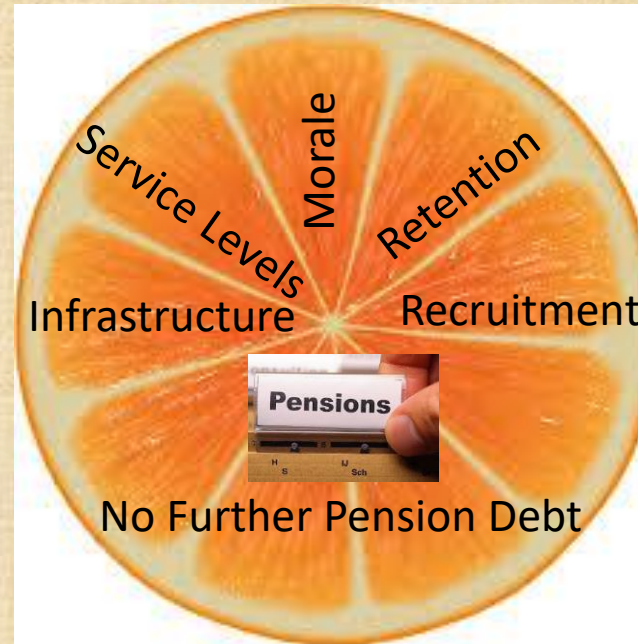
OCFA Cost Savings

GG Fire Cost = \$26,510,787

OCFA Cost = \$26,387,498

Savings = \$123,289 per year to go OCFA

One Solution for all issues



CFA