

## AGENDA



Garden Grove City Council

Tuesday, March 8, 2016

6:30 PM

Courtyard Center  
12732 Main Street, Garden Grove,  
CA 92840

**Bao Nguyen**

Mayor

**Steven R. Jones**

Mayor Pro Tem

**Christopher V. Phan**

Council Member

**Phat Bui**

Council Member

**Kris Beard**

Council Member

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

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

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

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

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

**Time Limitation:** Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

## AGENDA

### Open Session

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER BUI, COUNCIL MEMBER PHAN, MAYOR PRO TEM JONES, MAYOR NGUYEN

INVOCATION

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

1. PRESENTATIONS
2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)
3. WRITTEN COMMUNICATIONS

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

#### 4. CONSENT ITEMS

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

- 4.a. Receive and file minutes from the February 9, 2016, meeting. *(Action Item)*
- 4.b. Adoption of a Resolution approving the Memorandum of Understanding between the City and the Garden Grove Police Association. *(Action Item)*
- 4.c. Adoption of a Resolution initiating the 2016 Spring Weed/Rubbish Abatement Program. *(Action Item)*
- 4.d. Acceptance of a Street Deed for an easement for public street and highway purposes for a portion of the property located at 12232 Lampson Avenue, Garden Grove. *(Action Item)*
- 4.e. Adoption of a Resolution approving an updated relocation plan for Site "C" located at the northwest corner of Twintree Lane and Harbor Boulevard, Garden Grove. (Cost: \$64,176) *(Action Item)*
- 4.f. Approval of Warrants. *(Action Item)*
- 4.g. Approval to waive full reading of Ordinances listed. *(Action Item)*

5. PUBLIC HEARINGS

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

6. COMMISSION/COMMITTEE MATTERS

7. ITEMS FOR CONSIDERATION

- 7.a. Approval of a Cooperative Agreement with the Orange County Transportation Authority for the Chapman Avenue Corridor Traffic Signal Synchronization Project. (Cost: \$316,301) *(Action Item)*
- 7.b. Approval of a Cooperative Agreement with the Orange County Transportation Authority for the Westminster Avenue Corridor Traffic Signal Synchronization Project. (Cost: \$109,017) *(Action Item)*
- 7.c. Adoption of a Resolution authorizing the submittal of an application for the City of Garden Grove's Project V Circulator Study. (Cost: \$6,000) *(Action item)*
- 7.d. Discussion of February 24, 2016, District Attorney report regarding allegations of Brown Act violations, and Adoption of a Resolution designating City Clerk as Closed Session Recorder. *(Action Item)*

8. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 8.a. Second reading and adoption, by title only, of Ordinance No. 2865 relating to design-build procedures. *(Action Item)*  
Ordinance No. 2865 entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING SECTION 2.52.020 TO CHAPTER 2.52 OF TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE AUTHORIZING DESIGN-BUILD PROCEDURES TO AWARD CONTRACTS FOR CERTAIN PUBLIC WORKS PROJECTS

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

10. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, March 22, 2016, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, CA.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Kathleen Bailor  
Dept.: City Manager                      Dept.: City Clerk  
Subject: Receive and file minutes      Date: 3/8/2016  
            from the February 9, 2016,  
            meeting. (*Action Item*)

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Attached are the minutes from the February 9, 2016, meeting for the City Council to receive and file.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
February 9, 2016, Minutes	3/1/2016	Cover Memo	February_9__2016.docx



MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, February 9, 2016

Courtyard Center  
12732 Main Street, Garden Grove, CA 92840

CONVENE CITY COUNCIL

At 6:00 p.m., Mayor Nguyen convened the meeting.

ROLL CALL      PRESENT:      (4)      Mayor Nguyen, Council Members Beard,  
Jones, Phan

ABSENT:      (1)      Council Member Bui

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers:      None.

CONVENE CLOSED SESSION

At 6:01 p.m., Mayor Nguyen announced that the City Council was going into Closed Session in the Activity Room at the Courtyard Center to discuss the following matter:

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6(f)

City Designated Representative: Laura Stover, Human Resources Director

Employee Organizations: Garden Grove Police Association

ADJOURNMENT OF CLOSED SESSION

At 6:45 p.m., Mayor Nguyen adjourned the Closed Session.

RECONVENE MEETING

At 6:46 p.m., Mayor Nguyen reconvened the meeting in the Courtyard Center with Council Members Beard, Jones, and Phan present.

## CLOSED SESSION REPORT

There was no reportable action.

## CONVENE REGULAR MEETING

At 6:47 p.m., Mayor Nguyen convened the meeting.

ROLL CALL      PRESENT:      (4)      Mayor Nguyen, Council Members Beard,  
Jones, Phan

ABSENT:      (1)      Council Member Bui

## INVOCATION AND PLEDGE OF ALLEGIANCE

## PRESENTATIONS

Report from the Orange County Human Relations Commission. (F: 52.3)

Community Spotlight: Recognition of the Orange Coast Optimists and the Octagon Club. (F: 52.3)

## ORAL COMMUNICATIONS

Speakers: Nicholas Dibs, Tony Flores, Keith Riley

## RECESS

At 7:08 p.m., Mayor Nguyen declared a recess.

## RECONVENE MEETING

At 7:11 p.m., Mayor Nguyen reconvened the meeting with Council Members Beard, Jones, and Phan present.

## APPROVAL OF WARRANTS (F: 60.5)

It was moved by Council Member Phan, seconded by Council Member Jones that:

Regular Payroll Warrants 179268 through 179323; Direct Deposits D287644 through DD288653; and Wires W2202 through W2205 be approved as presented in the payroll register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

Regular Warrants 598715 through 598985; Wire W1530; Warrants 598986 through 599629; Direct Deposits W598985 through W599629; Warrants 599630 through 599754 and Wires W1531 through W599696 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 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

#### MINUTES (F: Vault)

It was moved by Council Member Phan, seconded by Council Member Jones that:

The minutes from the January 12, 2016, meeting be received and filed.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

#### WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Phan, seconded by Council Member Jones that:

Full reading of ordinances listed be waived.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

#### LETTER OF RESIGNATION FROM SOPHIE TRAN, PARKS, RECREATION AND ARTS COMMISSIONER (F: 122.70A)

It was moved by Mayor Nguyen, seconded by Council Member Phan that:

The resignation from Sophie Tran for the Parks, Recreation and Arts Commission, be accepted; and

The City Clerk be directed to advertise a vacancy on the Parks, Recreation and Arts Commission.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

REMOVAL OF VU MAI FROM THE PLANNING COMMISSION (F: 122.10A)

After City Council discussion, it was moved by Mayor Nguyen, seconded by Council Member Phan that:

Vu Mai be removed from the Planning Commission.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

CONTRACT WITH ORANGE COUNTY STRIPING SERVICE, INC. FOR IFB NO. S-1179-A FOR STREET STRIPING, CURB PAINTING AND SIGN INSTALLATION SERVICES (F: 55-Orange County Striping Service, Inc.)

Following staff's presentation, it was moved by Council Member Beard, seconded by Council Member Jones that:

A contract be awarded to Orange County Striping Service, Inc., for IFB No. S-1179-A, to provide as-needed traffic striping, curb painting and sign installation services, in an amount not to exceed \$351,767.30 per year, with the option to renew the contract for four (4) one year options for a total of \$1,758,836.90 for a five year term;

The City Manager be authorized to execute the agreement and make any minor modifications as appropriate; and

The City Manager be authorized to exercise each option term and sign the option year agreements, provided that sufficient funds are budgeted for the option years.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

CONTRACT WITH WALLACE & ASSOCIATES CONSULTING, INC., FOR ON-CALL PROFESSIONAL CONSTRUCTION INSPECTION SERVICES

(F: 55-Wallace & Associates Consulting, Inc.)

Following staff's presentation, it was moved by Council Member Jones, seconded by Council Member Phan that:

A contract be awarded for professional construction inspection services to Wallace & Associates Consulting, Inc.; and

the City Manager be authorized to execute the professional service agreement with Wallace & Associates Consulting, Inc. in the amount of \$400,000.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

ORDINANCE REQUIRING ALL COMISSIONERS TO BE QUALITIED ELECTORS OF THE CITY (F: 122.1)(XR: 50.2)

*(As approved earlier in the meeting: It was moved by Council Member Phan, seconded by Council Member Jones, and carried by a 4-0-1 vote that full reading of ordinances listed be waived.)*

After City Council discussion, it was moved by Council Member Beard, seconded by Council Member Phan that:

Ordinance No. 2864 entitled: An Ordinance of the City Council of the City of Garden Grove amending Section 2.21.015 of Chapter 2.21 of Title 2 of the Garden Grove Municipal Code relating to qualifications of members of committees and commissions, be passed to second reading.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Bui

DISCUSSION REGARDING THE PROVISION OF FINANCIAL SUPPORT FOR NON-PROFIT ORGANIZATIONS, AS REQUESTED BY COUNCIL MEMBER BUI (F: 130.1)

This item to be discussed at the February 23, 2016, City Council meeting.

DISCUSSION REGARDING ANIMAL CARE SERVICES, AS REQUESTED BY CITY MANAGER STILES (F: 27.1)

COUNCIL MEMBER BEARD RECUSED HIMSELF FROM THIS DISCUSSION AS HIS EMPLOYMENT WITH THE COUNTY IS WITHIN THE DEPARTMENT THAT HAS DIRECT CONTACT WITH ANIMAL CARE SERVICES AND LEFT THE DAIS.

COUNCIL MEMBER PHAN ANNOUNCED THAT ALTHOUGH HE IS A COUNTY EMPLOYEE WITH THE DISTRICT ATTORNEY'S OFFICE, HE HAS NO CONTACT WITH ANIMAL CARE SERVICES.

City Manager Stiles and Deputy City Manager Stipe provided information regarding animal care services, noting that the City has contracted with the County for the past 34 years with very positive results. However, the past five years have seen increases to the annual cost with Fiscal Year 2015/16 projected at 1.3 million dollars. The County's current facility is 70 years old, and the County is moving forward with plans to acquire land from the former Marine Base in Tustin and to build a new animal care facility for a projected 35 million dollars. The County's contribution towards the cost of the facility is the land acquisition and five million dollars, and is seeking a commitment by April 1, 2016, to establish a ten year agreement for a supplemental cost sharing for the new facility in addition to the animal services. Garden Grove's portion would be approximately 3.5 to 4 million dollars. Due to the cost increase, alternative options have been explored that include several meetings with potential shelter service providers and with nearby cities interested in animal care service partnerships. It was requested whether the City Council would consider further investigation into alternative means of providing animal care services.

It was the consensus of Mayor Nguyen and Council Members Jones and Phan that staff be directed to move forward with exploring alternative solutions to animal care services.

COUNCIL MEMBER BEARD RETURNED TO THE DAIS.

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

In response to concerns raised under Oral Communications regarding increase of crime in Garden Grove, Council Member Phan pointed out the challenges all cities face with changes to state law for early release of prisoners and for reduced sentencing for non-violent crimes. He commended the Police Department and stated that the City is working hard to ensure everyone's safety.

Council Member Beard concurred with Council Member Phan that changes to state law impact the community, and commented that the Police Department should be recognized for doing a phenomenal job. The City is working hard to recruit and fill

public safety positions as the budget allows. He stated that the Olson Company's neighborhood meeting on Wednesday, February 10, 2016, is not a City sponsored meeting, and that he will be attending to learn about their proposed project.

Mayor Nguyen asked that the Police Department work with the Information Technology Department to provide a fillable citizen complaint form that can be submitted online. He noted that the District Attorney's Office is ready to provide a report on the Barlag/Broadwater investigation, and that for the benefit of transparency, he would like the Investigators to attend a City Council meeting and provide their findings and recommendations. He announced that he would be having one-on-one meetings for anyone interested in meeting the Mayor at the Next Level Sports Complex on Wednesday, February 10, 2016, at 5:30 p.m.

City Manager Stiles noted that there will be a Community Development Department representative attending the Olson Company's neighborhood meeting. He stated that he has directed the Human Resources Director, as well as the Fire and Police Chiefs, to be proactive at filling the public safety positions with the most qualified candidates. He announced the recruitment of nine new Fire Fighters, and the eligibility list for those positions will be in place through December 2016. Nine vacancies in the Police Department have been filled by five lateral Police Officers starting March 1, 2016, two new Police Recruits will be starting on April 6, 2016, and two more on August 16, 2016, with one of the two bilingual in English and Vietnamese.

Council Member Beard asked that there be a discussion item of the history and background on the Youth Commission and the Youth in Government Day be placed on a future agenda.

Council Member Phan commended Ms. Robin Marcario for her outstanding mosaic art work recently placed near the Pacific Electric Right of Way at the corner of Nelson Street and Acacia Parkway.

Mayor Nguyen commended City staff for their work on the State of the City event. He stated that on a sad note he would be adjourning the meeting in the memory of Daniel Nguyen, a Garden Grove resident who lost his life helping save the life of his fellow hiker and friend.

#### ADJOURNMENT

At 7:45 p.m., Mayor Nguyen adjourned the meeting in memory of Daniel Nguyen. The next City Council Meeting will be held on Tuesday, February 23, 2016, at 5:30 p.m. at the Courtyard Center, 12732 Main Street, Garden Grove, California.

Teresa Pomeroy, CMC

Deputy City Clerk



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution approving the Memorandum of Understanding between the City and the Garden Grove Police Association. ( <i>Action Item</i> )		
		Date:	3/8/2016

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**OBJECTIVE**

To obtain City Council approval for a new three (3) year Memorandum of Understanding (hereinafter "MOU") with the Garden Grove Police Association (hereinafter "Union").

**BACKGROUND**

The City, at the Council's direction, met and conferred with the Union and agreed to a three (3) year MOU that will expire June 30, 2018. The prior MOU expired on June 30, 2015.

**DISCUSSION**

The MOU provides for an increase to the City's cafeteria benefits in January 2016, January 2017, and January 2018. The City and Union agreed to move away from the current City Fringe Benefit Formula – Composite Figure to flat rate adjustments towards the City's cafeteria benefits in the future.

The City and Union also agreed to an increase to the City's annual contribution to the Association's Retiree Medical Trust, and a new 4% H step at the top of the salary range for Police Officers and Police Sergeants.

The final language of this MOU is still being worked out by the legal representatives of both parties and the document may not be finalized until after the March 8<sup>th</sup>, 2016, City Council meeting. In order to not delay any changes that this MOU provides, it is requested that the City Council give the City Manager the authorization to approve any final language revisions agreed to by the parties. There would not be any financial changes, only language changes.

## FINANCIAL IMPACT

The estimated cost for the increase in the City's cafeteria contributions is approximately \$230,880 for 2016, \$189,180 for 2017, and \$43,200 for 2018. The estimated cost for the increase to the Retiree Medical Trust is \$86,400 per year. The new H step is estimated to cost \$447,675 for FY 17/18.

Future budgets appropriations will be made as appropriate to accommodate these estimated costs.

## RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution that approves the Memorandum of Understanding between the Garden Grove Police Association and the City.
- Authorize the City Manager to finalize and approve any last minute language changes agreed to by the parties.

## **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	3/2/2016	Cover Memo	Police_Union_MOU_Resolution.doc
MOU	3/1/2016	Cover Memo	POA_MOU_15-18_final.docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
APPROVING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES, AND  
FRINGE BENEFITS FOR THE TERM 2015-2018, BY AND BETWEEN THE GARDEN  
GROVE POLICE ASSOCIATION AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2015-2018, by and between the Garden Grove Police Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Police Association, and the Human Resources Director on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

CITY OF GARDEN GROVE  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT  
BY AND BETWEEN  
GARDEN GROVE POLICE ASSOCIATION  
AND  
CITY OF GARDEN GROVE  
2015-18

PARTIES TO MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING has been prepared pursuant to Resolution No. 4066-71 of the City of Garden Grove, as amended, which Resolution is generally identified as the "EMPLOYEE RELATIONS RESOLUTION" and Government Code Section 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of the requests of the Garden Grove Police Association and the City of Garden Grove. The items in this Agreement are subject to the approval of the City Manager and the City Council of the City of Garden Grove and will be placed into effect upon the taking of administrative action by the City Manager's Office and the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

For simplicity of language and usage, whenever the male pronoun is used, it shall be assumed to apply to both genders.

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period July 1, 2015 – June 30, 2018 unless otherwise provided.

POLICE ASSOCIATION/CITY  
MEMORANDUM OF UNDERSTANDING

2015-2018

TABLE OF CONTENTS

ARTICLE	PAGE
I. Recognition and Rights .....	3
II. Salary and Compensation .....	5
III. Fringe Benefits .....	7
IV. Work Schedules and Overtime .....	11
V. Leave Policy .....	15
VI. Equipment and Safety.....	23
VII. Working Conditions .....	24
VIII. General Provisions .....	28
 <u>EXHIBITS</u>	
A. Promotional Procedure .....	30
B. Transfer Policy .....	32
C. Advisory Safety Committee .....	35
D. Education Incentive Program.....	36
E. Tuition Reimbursement .....	39
F. Uniform Allowance .....	41
 INDEX .....	 42

## ARTICLE I

### RECOGNITION AND RIGHTS

#### 1. MANAGEMENT RIGHTS

- a. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding (MOU) or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this agreement or by law, shall include but not be limited to the following rights:
- b. To manage the City generally and to determine the issues of policy;
- c. To determine the existence or non-existence of facts which are the basis of the management decision;
- d. To determine the necessity or organization of any service or activity conducted by the City and expand or diminish services;
- e. To determine the nature, manner, means, and technology, and extent of services to be provided to the public;
- f. Methods of financing;
- g. Types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;
- i. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operation of the City;
- j. To assign work to and schedule employees in accordance with requirements as determined by the City, to assign overtime, and to establish or change assignments, start times and work schedules;
- k. To relieve employees from duties for lack of work, funding, or similar non-disciplinary reasons;
- l. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in Departmental Disciplinary Procedure;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU;

- o. To determine policies, procedures, and standards for selection, training, and promotion of employees subject to the provisions of Article VII, Section 1 of this MOU;
- p. To establish employee performance standards including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
- s. To take any and all necessary action to prepare for and carry out the mission of the City in emergencies.

## 2. WORK SCHEDULE DETERMINATION

Notwithstanding any other provision in this MOU, [except for the Notice of Discontinuance in Article IV, Section 6(a)], the City reserves the exclusive right to determine unilaterally, such issues relating to work schedules and alternative work schedules (e.g., 4/10, 3/12.5 and 9/80 Plans) as start times, scheduling and assignments to such schedules.

## 3. NO STRIKE

The Association, its officers, agents, representatives and/or members agree that during the term of this agreement, they will not cause or condone any unlawful strike, walkout, concerted slowdown, sick-out, or any other unlawful concerted job action by withholding or refusing to perform services.

## 4. ASSOCIATION LEAVE WITH PAY

The City shall allow employees of the Garden Grove Police Association to donate compensatory time from their Compensatory Time Bank (MOU) (Article IV, Section 3) to create an Association leave bank with pay of up to a cumulative total of 300 hours of leave annually in order for Association members to attend Association functions or meetings. Employee may donate hours from their own compensatory time bank (MOU) to this Association bank each January. Any request for time off must be approved in advance by the department. Time spent by employees who are on duty attending meetings with the Administration of the Police Department shall not be charged against the 300 hours.

## 5. POLICE CONTRACT WORK

The City agrees that full-time sworn Police personnel shall be given the opportunity on a minimum of forty-eight hours' notice, to volunteer for "police contract work" before such work opportunity is afforded to non-full-time City employees.

## ARTICLE II

### SALARY AND COMPENSATION

#### 1. WAGES

During the term of this MOU there will be no across the board adjustment to base salary. Individual employees remain eligible for merit increases, adjustments in education pay, bilingual pay and other special compensation, etc.

Effective on the first day of pay period following July 1, 2017, a new step (Step "H") will be added to the salary schedule. Step "H" will be four percent (4%) higher than Step "G". All members of the bargaining unit, who were on Step "G" for twelve months or more on July 1, 2017, will be eligible to move to Step "H" (assuming they are eligible for a salary merit increase in accordance with the Salary Step Increase provision below in Article II, Section 2) on the first day of the pay period following July 1, 2017. Any member of the unit who was at Step "G" for less than 12 months on July 1, 2017, will be eligible to move to Step "H" in accordance with the Salary Step Increase provision below in Article II, Section 2.

#### 2. SALARY STEP INCREASE

##### a. Salary Merit Increases

All salary step increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized. The time period for eligibility for advancement from Step "A" to "B" shall be 6 months of service.

##### b. Salary Increase Upon Promotion

The phrase "at least five percent (5%)" in Section 2.44.210 of the Municipal Code is clarified to include the rounding (i.e., 4.5% or higher) to the nearest whole percent, within the established salary plan.

#### 3. MASTER OFFICER

All selections to Master Officer are made by the Police Chief. The Police Chief may appoint up to 36 Master Officers. Master Officer positions shall receive five percent (5%) above the base salary of the position of Police Officer.

#### 4. CORPORAL

All selections to Corporal are made by the Police Chief. The Police Chief may appoint up to 25 Corporals. Corporal positions shall receive seven percent (7%) above the base salary of the position of Police Officer.



5. ACTING PAY

Except with the consent otherwise of the employee, an employee who is appointed to serve in an acting capacity shall be compensated at approximately five percent (5%) higher than his entitlement in his current position at the time of such appointment; provided, however, that he shall in no case receive less than the amount paid for the first step of the position to which he is so appointed. If the salary paid at the first step is less than approximately five percent (5%) higher than the salary to which the employee would otherwise be entitled if he had not been so appointed, then the salary of the next regular step for the acting position shall be paid. A person appointed in an acting capacity shall be eligible to receive merit increases in his permanent position during the acting appointment, but shall not be entitled to merit increases in the position which he holds in an acting capacity.

6. BILINGUAL PAY

- a. The City shall pay an additional five percent (5%) per month of base salary to an employee who is capable of speaking and interpreting Vietnamese, Korean, Spanish, and/or any other language designated by the City Manager. Determination of capability shall be made by passing both the qualifying verbal and written tests established by the City.
- b. The City agrees to pay the sum of sixty dollars (\$60.00) per pay period to employees who only pass a verbal skills test in the designated language(s), as determined by a qualifying test established by the City.

7. EDUCATION INCENTIVE

The City shall provide an education incentive program to qualified Police Officers and Police Sergeants as described in Exhibit D. This program replaces and supersedes the previous program described in prior Memoranda of Understandings and Resolution No. 4294-72.

8. TUITION REIMBURSEMENT

The City will provide a Tuition Reimbursement Program to qualified employees as described in Exhibit E.

9. MILEAGE ALLOWANCE

When an employee is authorized to use his private vehicle to perform official City business, the employee will be compensated at the allowable IRS reimbursement rate and will not be reported as taxable income. Should the IRS reimbursement rate be adjusted, the City's rate shall be similarly adjusted, prospectively, to the new IRS rate, but only after the City has received official notification of the new IRS rates.

When an employee is participating in POST training and is required to use his vehicle, the City agrees to compensate the employee at the approved POST mileage rate.

ARTICLE III  
FRINGE BENEFITS

1. RETIREMENT

- a. Every employee in the unit shall participate in the Public Employees' Retirement System three percent (3%) at 50 (Section 21362.2 Full formula for local Police Safety Members) retirement plan including all existing related retirement benefits as adopted by the City Council, such as Government Code Sections 20024.2 (Highest Year) and 20862.8 (Credit for Unused Sick Leave). Participation shall begin immediately upon employment.
- b. Effective May 25, 1996, the City will no longer pay the employee's nine percent (9%) contribution to the Public Employees' Retirement System.

Effective May 25, 1996, the employee shall begin to pay the "Employee's Contribution" to the Public Employees' Retirement System (PERS). The City shall treat these contributions as "pick-up" in accordance with Section 414(h)2 of the Internal Revenue Code and any applicable Government Code sections. These "pick-up" contributions, to the extent permissible, shall be treated as deferred income to the employee for federal and state tax purposes.

Any income tax obligations or penalties resulting from the "pick-up" contributions shall be the exclusive responsibility of the employee. In the event the Internal Revenue Service shall change its current position and determine that such contributions constitute salary, not deferred compensation, any resulting tax obligations or penalties shall be the exclusive responsibility of the employee and the City shall not be held responsible therefore. In that event, the Association shall have the option to cause the salary ranges of the affected classifications to be reduced by nine percent (9%) and to cause the City to resume paying the employees' required nine percent (9%) retirement contribution pursuant to Section 20615 of the Government Code, with this payment to be designated as special compensation under Government Code Section 20023(c)(4).

- c. Such participation in the applicable retirement plan shall continue until the employee terminates employment with the City for any reason and shall then cease under the terms of said plan.
- d. Pursuant to the Public Employees' Pension Reform Act ("PEPRA," AB 340, Laws of 2012), persons who were not members of the Public Employees' Retirement System (PERS) or another California public retirement system which has effected reciprocity with PERS as of December 31<sup>st</sup>, 2012, or who were part of such a plan but have had a break in service of more than six months are considered new members under PEPRA and will be subject to the provisions contained therein notwithstanding any other provision of this Agreement.
- e. Pursuant to Government Code § 20516.5, unit members defined by PEPRA as "classic members" (meaning those persons who were members of PERS or a reciprocal California public retirement system as of December 31, 2012 or were part of such a plan within the prior six months of being employed by the City)

commenced paying a PERS member contribution of twelve percent (12%) on June 30, 2015.

2. HEALTH INSURANCE

Except as provided in Section 4 of this Article, the City shall contribute on behalf of each employee and each eligible retiree, the monthly amount required by PERS toward the payment of premiums for health insurance under the PERS Health Insurance program.

Retiring employees and their dependents shall have available the ability to continue to participate in the PERS Health Insurance program. The eligibility of participation shall be determined by the PERS Program.

3. CAFETERIA PLAN

a. The City shall make a monthly contribution to each eligible member of the unit to be used toward the cafeteria plan. These funds shall only be used for eligible plans included within the cafeteria plan. The plan includes health, dental, flexible health care and child care reimbursement, deferred compensation and cash.

b. All employees must enroll in one of the PERS health program plans, unless they submit to the City both (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans.

c. An employee who selects the option of not enrolling ("Waiver of Coverage") in one of the PERS plans and who meets the conditions outlined in section 3(b) shall receive a \$100.00 per month credit either payable in cash or contributed to the employee's account with the City's deferred compensation plan. This credit shall be provided to such employee once a year in the month of December.

d. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2016:

Employee only	\$550 per month
Employee plus 1	\$970 per month
Employee plus 2 or more	\$1240 per month
Waiver of Coverage	\$155 per month

e. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2017:

Employee only	\$605 per month
Employee plus 1	\$1070 per month
Employee plus 2 or more	\$1350 per month
Waiver of Coverage	\$155 per month

f. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2018:

Employee only	\$655 per month
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Employee plus 1	\$1120 per month
Employee plus 2 or more	\$1400 per month
Waiver of Coverage	\$205 per month

#### 4. UNIFORMS

The City shall provide up to four work uniforms per year on an as-needed basis. The cost of uniforms shall not constitute compensation for purposes of the regular rate calculation under the Fair Labor Standard Act. This policy shall remain in effect unless a change is dictated by applicable law.

The City shall report to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value by classification is listed in Exhibit F, entitled "UNIFORM ALLOWANCE."

Uniform allowance is defined as compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain.

#### 5. RETIREE MEDICAL FUND

a. During the month of January each year, the City will calculate the value of two percent (2%) of salary and pay that amount toward an Association retiree medical trust fund on an ongoing basis. In so doing, the Association warranted that there were no legal barriers to the validity of the trust fund or to payment by the City to such a trust fund, and that by making any such payment, the City would assume no obligation or liability to the trust fund or its beneficiaries, or to the Association.

b. Adjustment

Once the amount of the City's contribution to the Retiree Medical Fund has been calculated pursuant to the methods specified in subpart a., above, the resulting total amount to be paid will be increased by 2%. Effective beginning in January 2016, that sum will be also increased by the product of \$600 multiplied by the number of authorized positions in the bargaining unit. For calendar year 2017 only, the additional amount of \$600 per authorized position will be paid out in two (2) installments of \$300 multiplied by the number of authorized positions, one installment to be paid in January 2017 and the second installment to be paid in July 2017. Annually thereafter the entire \$600 per authorized position in bargaining unit will be paid in January.

#### 6. LIFE INSURANCE

The City will provide a term life insurance policy, which will allow a benefit of the individual's annual salary rounded up to the next \$1,000.

#### 7. LONG-TERM DISABILITY

For the term of this MOU, the City will pay the cost of the existing long-term disability plan through the California Law Enforcement Association or an equivalent plan. The existing plan provides for a death benefit not to exceed \$10,000.

#### 8. MEDICARE

Effective April 1, 1986, all newly hired employees must be covered under MEDICARE. All newly hired employees will have a deduction from their paycheck to cover the cost of MEDICARE. The deduction and salary requirements are determined by federal regulations. In the event that all employees hired prior to April 1, 1986, are mandated to be covered under MEDICARE, these same provisions shall apply.

In the event that any or all of the provisions of MEDICARE are no longer applicable to local government, due to either legislation or applicable final Appellate Court decision, the benefits set forth in this section so effected shall be null and void and the City's requirement to provide those benefits shall cease.

#### 9. SOCIAL SECURITY (FICA)

In the event that all newly hired and/or current employees are mandated by federal or state legislation to be covered under Social Security (FICA), all employees will have a deduction from their paycheck to cover the cost of Social Security (FICA). The deduction and salary requirements are determined by federal regulations.

In the event that any or all of the provisions of Social Security (FICA) are no longer applicable to local government, due to either legislation or applicable final Appellate Court decision, the benefits set forth in this section so effected shall be null and void and the City's requirement to provide those benefits shall cease.

Should Federal legislation mandate Social Security (FICA) upon "new" hires into the bargaining unit, the City and Association acknowledge that the PERS retirement plan will not be automatically available to those "new" hires, and the City and the Association will immediately begin to meet to discuss alternative retirement plans for these "new" hires. No plan will be implemented during the term of this MOU, unless agreed by both parties.

#### 10. CONTINUATION OF FRINGE BENEFITS

The City shall continue to pay its designated contribution toward the cost of medical and dental insurance premiums for up to 12 weeks in a 12-month period of a leave of absence without pay for employees who are on such status due to illness, injury, or pregnancy disability only. This time is not in addition to the time period provided under the FMLA or CFRA. Should such leave continue longer than 12 weeks, or in the case of any other type of leave of any length, the employee shall become liable for the full cost of these insurance premiums in order to continue uninterrupted coverage.

If an employee fails to return to work after his leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health and dental plan

premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee.

## ARTICLE IV

### WORK SCHEDULES AND OVERTIME

#### 1. OVERTIME – (MOU)

a. Overtime shall be defined as hours worked in excess of the regularly scheduled daily work shift or (a) forty (40) hours per week for employees assigned to work a 5/8 or 4/10 work schedule, or (b) eighty (80) hours in a two-week period for those employees assigned to work any other work schedule. Except as provided below, hours worked shall include all authorized paid leaves of absence. This overtime (MOU) shall be accrued at a rate of 1-1/2 times base pay with the following exceptions:

- (1) court alert pay shall be at straight time;
- (2) straight-time pay shall be paid when an employee is sent to a training institution/class and is relieved of normal duties during the training period;
- (3) holiday pay shall be paid at straight-time rate.

b. Employees may choose to be paid this overtime (MOU) or bank it into the compensatory time bank (MOU) up to a maximum of three hundred (300) hours.

#### 2. OVERTIME – (FLSA)

The City has designated a twenty-eight (28) day work period for the purposes of calculating Fair Labor Standards Act (FLSA) overtime pay. At the end of the 28-day cycle, all FLSA overtime is payable.

All overtime compensation that is required by an application of the Fair Labor Standards Act (FLSA) for employees covered by this agreement shall be calculated at the rate of one and one-half times the employee's regular rate of pay, as defined in the FLSA, provided that, in making those calculations, the City shall be entitled to offset any overtime (MOU) compensation provided pursuant to this contract during the applicable work period that was not required by the FLSA. Police Sergeants shall be paid as if the FLSA requirements were applicable to them pursuant to the method set forth above. Beginning July 3, 2004, all FLSA overtime shall be paid and cannot be banked.

#### 3. COMPENSATORY TIME BANK - (MOU)

a. Employees may be allowed to accrue only Overtime (MOU) as specified in Section 1 up to a maximum of three (300) hours of compensatory time ("three-hundred bank") in lieu of cash payment at any one time. Any MOU overtime in excess of this three-hundred (300) hour bank will be paid in cash each pay period. Any request for compensatory time off must be approved in advance by the employee's immediate supervisor.

If for some specific reason an employee wishes to accrue compensatory time in excess of the limits established herein, he must submit a request in writing to his department listing these reasons. The Police Chief and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the Police Chief and the City Manager.

- b. During any pay period, an employee may request a cash-out of any time in their compensatory time bank (MOU). However, in the second pay period in February of each year, this compensatory time bank shall be cashed out down to a maximum of forty (40) hours, plus any amount that was approved pursuant to 3(a) above for that calendar year.

- c. Payback Day Substitution

Employees will be able to use compensatory time (or vacation time) to cover no more than one (1) of the "payback" days that occurs every 28 days, each calendar year, with supervisory approval.

#### 4. COURT ALERT

- a. Court Alert Pay

Court alert pay is intended to compensate officers for the inconvenience of being available to testify in court during their off-duty hours. An employee shall receive two (2) hours of straight time compensation for awaiting a call to court between 8:00 a.m. and 12:00 p.m. (noon) and two (2) hours of straight time compensation for awaiting a call to court after 1:00 p.m.

Officers who receive a subpoena for a time that is less than two (2) hours prior to the commencement of their duty shift or other compensated hours, will receive court alert pay for the actual time on alert up to the start of their duty shift.

Officers who receive an afternoon subpoena shall receive no compensation if they are called off prior to the court subpoena time if it is an "on-duty" day for the employee, regardless of the shift hours.

Officers who receive a subpoena for an off-duty day shall be compensated for two (2) hours court alert time even if they are called off 7 days prior to the subpoena date. Officers who receive a subpoena for an off-duty day shall not be compensated for court alert time if they are called off 8 or more days prior to the subpoena date.

Officers who receive subpoenas for their on-duty day and are scheduled to go off duty within one (1) hour of the end of the normal court day shall not receive court alert pay. Upon completion of their on-duty day, if they have not been taken off call, they shall call the court liaison officer, check the case status and notify the liaison officer that they are leaving work and where they can be located for the one (1) hour. If the court liaison officer is not available, the officer will notify the Watch Commander of his location for the one (1) hour.



Notwithstanding any of the foregoing, the department reserves the right to manage court subpoenas, including the rights: (1) to designate whether an employee shall be placed "on-call" or required to appear in court; (2) to designate the time period an employee will be placed "on-call," if at all; and/or (3) to designate or change the time an employee will be required to appear in court in response to a subpoena to the extent permitted by court practices.

b. Court Pay

Court Pay is intended to compensate officers for time spent in court during their off-duty hours. When officers are called to attend court, they shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours or the actual time spent in court if it exceeds more than two (2) hours. The actual time in court cannot be counted twice if it extends into the officer's duty shift. Lunch break from court shall not be considered work time and will not be compensated.

5. MEALTIME COMPENSATION

A thirty (30) minute paid meal period, when available, will be included in the shift of all employees assigned to call-for-service positions, including the Special Investigations Unit, as defined by the department. Except for officers assigned to work the major portion of their shift between 11 p.m. and 7 a.m., this break is to be taken within their assigned area or the Police Station, and must allow them to respond to emergency situations. A meal schedule allowing the taking of meals outside the employee's assigned area and other than at the Police Station will be established by the department for officers assigned to work a shift the majority of which is between 11 p.m. and 7 a.m. Officers assigned to the administrative functions shall be permitted a thirty (30) minute non-paid meal break per shift. If a City vehicle is utilized for transportation to a meal site, the employee will notify the department of location for contact in case of emergency situations. Time spent in response to such calls shall be compensated at the normal overtime rate of the employee.

6. ALTERNATIVE WORK SCHEDULES

a. 4/10 Plan

All employees not assigned to the Community Policing Bureau for Patrol Assignment shall be assigned a "4/10" work schedule, consisting of four consecutive ten-hour work days and three consecutive days off, except that employees assigned to the Special Investigations Unit (SIU) may be required to work a 4/10 schedule that does not include three consecutive days off when required by the needs of the department.

Meal Periods: For all employees not assigned to the Special Investigations Unit, Gang Suppression Unit, Traffic Unit, or Patrol, the employee's meal period shall not be counted as part of the ten hours the employee is scheduled to work. Thus, for example, if such an employee is scheduled to have a one-hour meal period, his regularly scheduled shift shall be scheduled to end eleven hours after it is scheduled to begin. An employee who is authorized to work

during all or any portion of the scheduled meal period shall be entitled to regard that time as time worked.

b. 3/12.5 Plan

Employees assigned to the Community Policing Bureau for Patrol Assignment only, effective July 15, 2006, shall be assigned to a 3/12.5 work schedule. The 3/12.5 work schedule shall consist of three consecutive 12.5-hour work days followed by four consecutive days off. The 3/12.5 work schedule requires that once within every 28-day period each employee work an additional 10-hour shift. Employees will be notified at least 28 days in advance of the date for the 10-hour work shift. The 10-hour work shift shall be assigned in conjunction with the employee's regularly scheduled days off and shall allow for at least a 9-hour break between the 10-hour work shift and the end or commencement of the employee's regular duty shift. Exceptions to the 10-hour shift rules relative to being in conjunction with the employee's days off or providing for a minimum of 9 hours between shifts will be:

- 1) The 10-hour shift is for training and the employee agrees to waive the minimum 9-hour break requirement.
- 2) The department becomes aware of an event, (e.g., an event involving civil unrest, an emergency situation, or some other activity that is not anticipated or planned) requiring additional police officer staffing. In such cases, the employee shall have the option of agreeing to work such event in lieu of their scheduled 10-hour work shift. If the event does not require the employee work a complete 10-hour shift, the employee shall work the remaining time in a patrol function or other function approved by the watch or division commander.

7. SPECIALTY AND SENIOR SPECIALTY ASSIGNMENTS

All employees assigned to any specialty assignment or unit may be assigned by the Police Chief to work up to one (1) consecutive month, each calendar year, in patrol.

8. ABSENCE FROM WORK

Employees are required to use all reasonable efforts to schedule all non-work related activities, such as routine medical, dental, or other health-related appointments, and any other type of appointments that may otherwise necessitate the employee's absence from work, for their regularly scheduled days off.

ARTICLE V  
LEAVE POLICY

1. HOLIDAYS

a. Authorized Holidays

- (1) Effective the first pay period of each calendar year, each employee shall receive one hundred and ten (110) total hours of paid holiday leave in a "holiday bank." Non-patrol employees who choose to work on the actual holiday shall do so in patrol, unless specifically authorized by their supervisor for another assignment. During the first six months of the calendar year, employees may either use (subject to supervisory approval) or request payment for up to one-half the total annual holiday hours accrued. The remaining hours accrued may be either used (subject to supervisory approval) or requested for payment during the second six months of the calendar year.
- (2) An employee who commences employment at a time other than the beginning of a calendar year shall only be entitled to receive those holiday benefits described in subparagraph (3) of this section attributable to those holidays that have occurred during the period actually worked. Likewise, employees who separate from service during the course of a calendar year shall only be entitled in that year to utilize those holiday benefits described in subparagraph (3) of this section which pertain to the time period they worked. The value of any holidays used in excess of those entitled shall be deemed a wage advance and shall be deducted from the employee's final paycheck.

An employee who is on an unpaid leave of absence during any holiday designated in subparagraph (3) is not entitled to receive any holiday benefits for that holiday and such hours shall not be included in the Holiday Bank. If an employee dies or has a grave non-industrial illness/injury and does not return to work, the City will not seek reimbursement of any used but unearned holiday pay.

(3) Designated Holidays

January 1<sup>st</sup> (New Year's Day)  
Third Monday of February (President's Day)  
Last Monday of May (Memorial Day)  
July 4<sup>th</sup> (Independence Day)  
First Monday in September (Labor Day)  
November 11 (Veteran's Day)  
Fourth Thursday in November (Thanksgiving Day)  
The Day after Thanksgiving  
December 24<sup>th</sup> (Christmas Eve)  
December 25<sup>th</sup> (Christmas Day)  
December 31<sup>st</sup> (New Year's Eve)

b. Holiday – Cash Out

Any portion of the annual holiday hours not used at the end of the calendar year will be relinquished in return for a cash payment equal to the value of those benefits based upon the employee's hourly rate of pay in effect on December 31 of the calendar year in question.

2. VACATION

Annual vacation schedules shall be established by the department once a year on the basis of seniority as established within assignment by the Police Chief. Unscheduled vacations (of one or more days) may be granted by the Police Chief at such times as in his opinion, they would cause the least interference with the department.

a. Basis of Accrual

Every regular and interim employee shall be entitled to eighty (80) hours of paid vacation leave following one year of full-time service with the City. Following the completion of the first year of service, every employee shall be allowed ten (10) hours vacation leave with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Accrual of vacation leave after the one year of employment period will begin with the first of the month nearest the one year completion date of said service. Following the completion of the ninth year of service, every employee except part-time and temporary appointments shall be allowed twelve (12) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the fourteenth year of service, every employee except part-time and temporary appointments, shall be allowed fourteen (14) hours vacation leave with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the nineteenth year of service, every employee except part-time and temporary appointments shall be allowed seventeen and one-quarter (17.25) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay. Following the completion of the twenty-fourth year of service, every employee except part-time and temporary appointments shall be allowed twenty and one-half (20.5) hours vacation with pay for each full month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

b. Vacation Accrual

All employees shall be entitled to accrue vacation earned during two (2) full calendar years of employment. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he must submit a request in writing to his department listing these reasons. The department head and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the department head and the City Manager.

c. Effects of Holiday on Vacation Leave

In the event one or more authorized municipal holidays falls within a vacation leave, employees may utilize hours from either their holiday or vacation banks.

d. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

e. Compensation for City Work during Vacation

Employees shall be permitted to work for compensation for the City with the approval of their department head within their normal capacity during the time of his paid vacation leave from City service.

f. Vacation Pay Upon Separation

Any employee with regular or interim status separating from the City service who has accrued vacation leave shall be entitled to separation pay in lieu of such vacation. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

g. Vacation Buy-Back

Employees may elect to convert unused vacation benefit at their hourly rate of pay into cash, provided that they retain after such conversion at least eighty (80) hours of unused vacation benefits.

h. The City will add 10 hours, one time only, to each member's vacation bank in the first full pay period after 7/1/09.

3. SICK LEAVE

a. Accrual of Sick Leave

Every employee shall be allowed ten (10) hours sick leave with pay for each calendar month of actual continuous service dating from the first of the month nearest the commencement of said service. Such accruals shall be cumulative.

Sick leave can only be used for a non-industrial illness, non-industrial injury, or family sick leave. Payoff of sick leave is authorized only under the conditions and qualifications listed in this MOU.

b. Family Sick Leave

One-half of an employee's normally accrued sick leave may be permitted to be used in any calendar year for family sick leave in lieu of personal sick leave. Only legal spouse, dependent children, dependent sibling (residing with employee) and/or dependent parent(s) living in the employee's household are considered "family" for definition of this benefit, except that "family" shall also include other dependent minor children and/or parent(s) requiring the employee's presence for the purpose of receiving medical care.

c. Proof of Illness

- (1) Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. This form shall be attached to their time sheet. The Personnel Director may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave pay is granted. If the sick leave request equals five (5) or more working days, the Personnel Director may also designate a licensed physician to conduct a physical examination and such examination shall be conducted at City expense.
- (2) Notwithstanding (1) above, the Police Chief may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave pay is granted for absences of any duration if, prior to the beginning of the absence, the Police Chief has issued a letter to the individual employee stating that such certification will be required.
- (3) Such a letter may be issued by the Police Chief in his discretion whenever an employee's record indicates any of the following:
  - a) Excessive sick leave incidents
  - b) Abuse of sick leave usage
  - c) Excessive tardiness
  - d) Unacceptable patterns of absence or tardiness, such as chronic absences on the last day of a work week or first day of a work week, or chronic absences on days preceding or following holidays or vacation days.

d. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen (15) calendar days of such leave.

e. Annual Sell Back

Once every fiscal year during the month of July an employee who has accumulated 240 unused sick leave hours shall be eligible to sell back to the City one-half of his annual accrued but unused sick leave hours in excess of 240 hours, at the rate of \$.75 on the dollar, based upon the hourly rate of pay in effect as of June 30<sup>th</sup>. The remaining one-half of annual accrued but unused sick leave hours will remain in the employee's bank of accumulated sick leave.

f. Pay Off at Retirement

At the time of an employee's service or disability retirement, the City shall pay to him an amount equal to 100% of his total accumulated but unused sick leave hours, provided that the 100% pay out under this provision may be applied to no more than 750 hours accumulated but unused sick leave. The remaining accumulated but unused sick leave hours will be used toward the extension of his service period under the PERS retirement system, subject to Government Code Section 20862.8.

At the request of the employee, 100% of accumulated but unused sick leave hours may be used toward the extension of his service period under PERS Section 20862.8 and no payout will occur.

4. BEREAVEMENT LEAVE

Whenever any employee, except those with temporary appointments, is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's extended family (father, mother, brother, sister, spouse, children, current step-child, mother-in-law, father-in-law, step parent, grandmother, grandfather, grandchildren, legal guardian or ward) such person shall be entitled to a one-time per family member leave of absence with pay for up to four (4) working days.

5. MILITARY LEAVE

Military leave with pay shall be granted in accordance with provisions of the Military and Veterans Code of the State. An employee entitled to military leave shall give his department head an opportunity within the limits of military regulations to determine when such leave shall be taken. The employee shall as soon as practicable notify his supervisor upon receipt of military orders and present a copy of the orders to his department head prior to taking such leave. The department head shall in turn advise the Human Resources Director of such military orders.

6. NON-INDUSTRIAL DISABILITY LEAVE

An employee who is temporarily incapable of performing the full range of duties of his position due to illness, injury, or pregnancy disability must provide a medical certificate from his treating physician certifying that the medical leave is necessary and the employee is unable to perform their job duties, specific limitations/restrictions, the beginning date and anticipated ending date of such limitations/restrictions. Should the employee need to take a leave of absence due to such disability, he or she must use all accrued paid leave prior to requesting leave without pay, provided that the use of sick leave in the case of pregnancy disability is

optional to the employee prior to use of leave without pay. A medical certificate from the employee's treating physician stating the requirement for leave and anticipated length of leave must be submitted to the Human Resources Director prior to authorization for such leave. Upon return to work from a disability leave, a medical certificate with specific comment on limitations/restrictions (or lack of such) must be submitted to the Human Resources Director.

7. INDUSTRIAL INJURY LEAVE

Sworn Police personnel shall be entitled to time off and compensation with respect to industrial injuries as provided by law.

8. JURY DUTY

An employee called for jury duty shall immediately submit a memorandum to the Police Chief through the chain of command listing the required dates of service. Employees serving on jury duty in courts that have established a "stand by" or "call in" system are required to use the "stand by" or "call in" process.

An employee who is required to attend jury duty on a scheduled work day will be compensated for the hours served at their normal rate of pay, hour for hour. Jury duty hours will be substituted for regular work hours, hour for hour for the normal work day.

Employees who do not spend all the hours of their regular work shift on jury duty are required to report to the department to complete the remaining hours. The employee may request from his immediate supervisor, or the on-duty watch commander, compensatory time off in lieu of reporting for duty.

An employee who is required to attend jury duty on regular, previously scheduled days off, or holiday will not be compensated for jury service. Regular or previously scheduled days off will not be adjusted to coincide with dates of jury service. No overtime pay will be paid for jury duty hours that exceed the normal number of hours an employee is scheduled to work.

An employee who is called for jury duty must submit a certificate from the court that shows the dates and hours of service. This certificate will be submitted with the employee's time sheet and forwarded to Payroll.

9. TIME OFF FOR EXAMINATIONS

All persons in the competitive service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in the competitive service of the City.

10. LEAVE OF ABSENCE WITHOUT PAY

a. General Policy

Any employee may be granted a leave of absence without pay upon the approval of the Human Resources Director pursuant to the recommendation of his department head. A leave without pay may be granted for any of the following reasons:



- (1) Illness or disability
- (2) Pregnancy
- (3) To take a course of study which will increase the employee's usefulness on return to his position in the City service
- (4) For personal reasons acceptable to the Human Resources Director and department head.

b. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee but may be initiated by his department head. The department head's written recommendation (that it be granted, modified or denied) shall be promptly transmitted to the Human Resources Director. The Human Resources Director shall then make his determination in writing. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Finance Director.

c. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the City Manager may extend such leave for an additional period not to exceed one (1) year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

d. Return from Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he shall contact his department head at least fourteen (14) calendar days prior to the day he plans to return. The department head shall promptly notify the Personnel Director of the employee's intention.

e. Leave without Pay

An employee shall utilize all his vacation and/or compensatory time off prior to taking an authorized leave of absence without pay.

11. ABSENCE WITHOUT LEAVE

a. Advance Notice

Whenever possible an employee shall notify his department head or immediate supervisor in advance of the date he expects to be absent from duty and the reasons for such absence.

b. Notification on Day of Absence

Employees shall notify, except as otherwise excused by reason of law, the on-duty Operations Commander at least one (1) hour prior to the assigned reporting time if they do not intend to report for assigned duty. The Operations Commander shall notify the employee's Commander and/or immediate supervisor.

c. Failure to Provide Notice

Absences not reported as prescribed by this section may be considered as absences without leave. A deduction of pay shall be made for the duration of any absence without leave in accordance with the provisions of this chapter.

## ARTICLE VI

### EQUIPMENT AND SAFETY

#### 1. SAFETY EQUIPMENT

The .40 or .45 Glock caliber handgun will be provided to all members required to carry a gun, at the City's expense and will be the primary weapon authorized by the Police Department. A member may, however, be authorized to carry an approved make and model .40 caliber or .45 caliber handgun if qualified by the department in its use. The City will provide training and ammunition for any one of the weapons mentioned above. Each officer shall upon request be furnished with 120 rounds of practice ammunition per month.

#### 2. CONCEALED GUN

Departmental General Order 14.3 permits officers to carry a concealed second hand gun to be used in emergency situations where the officer's primary duty gun has become inoperable or unavailable. The second hand gun shall be carried at the officer's option and shall not be furnished by the Department. The second hand gun must be carried in a concealed manner, as more specifically set forth in the General Order and the officer who desires to carry it will be required to qualify for it on an annual basis under supervision of the Departmental Range Master and at Departmental convenience. Such qualification must be on the officer's own time and with his own ammunition. All weapons and ammunition are to be inspected by the Departmental Range Master prior to qualification. The second hand gun shall be a .38 caliber revolver or semi-automatic pistol, .380 caliber semi-automatic pistol, .40 caliber semi-automatic pistol, .45 caliber semi-automatic pistol (other than Model 59 Smith & Wesson and Model 39 Smith & Wesson), or another weapon specifically authorized in writing by the Police Chief.

#### 3. ADVISORY SAFETY COMMITTEE

The City shall utilize the Safety Committee policy set forth in Exhibit C of this Agreement. Any part of this policy may be changed by written agreement of the parties.

## ARTICLE VII

### WORKING CONDITIONS

#### 1. PROMOTIONAL POLICY

The City shall utilize the Promotional policy set forth in Exhibit A of this Agreement. Any part of this policy may be changed by written agreement of the parties.

#### 2. TRANSFER POLICY

The City shall utilize the Transfer policy set forth in Exhibit B of this Agreement. Any part of this policy may be changed by written agreement of the parties.

#### 3. SHIFT ASSIGNMENTS

Beginning with the July 2004 patrol shift change, the patrol shift selection system will change to "Dream Sheet" system, with the noted exception for qualified Patrol Officers and qualified Master Officers as described below. A dream sheet system is one in which Officers and Sergeants submit a first and second choice request for a patrol shift, and the patrol division lieutenants retain final scheduling authority. In practice, the patrol Lieutenants will meet and review the Sergeants' dream sheets before assigning shifts, and the patrol Sergeants and patrol Lieutenants will meet and review the Officers' and Master Officers' dream sheets before assigning shifts.

Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be on a seniority basis for two consecutive shift changes. After these two consecutive shift changes, "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will revert to the "Dream Sheet" system used for non-qualifying Officers and Master Officers. To be "qualified," an Officer or Master Officer must have 15 years of service with the Garden Grove Police Department as a full-time sworn Police Officer prior to the first day of the shift change. Beginning with the July 2004 shift change, "qualified" patrol Officers and "qualified" Master Officers assigned patrol beats will be staggered, as described below, to distribute the number of seniority shift selections over three shift changes.

Beginning with the July 2004 shift change, the number of "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be equally divided between the two patrol divisions. Then, using a lottery system administered by the department, each patrol division will equally divide the combined "qualified" patrol Officers and "qualified" Master Officers into three groups: A, B, and C. A "two-shift seniority, one-shift non-seniority selection" cycle will be established, with respect to those groups, as follows: 1) A and B seniority, C non-seniority; 2) B and C seniority, A non-seniority; 3) C and A seniority, B non-seniority. Employees in the two lettered groups who have seniority preference in shift selection shall not have such preference affected by which of the two lettered groups they are in. As "qualified" Officers and "qualified" Master Officers rotate, or are otherwise assigned to patrol divisions and beats, they will be assigned to one of the three groups based on maintaining an equal distribution of "qualified" personnel amongst the three groups. Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats only applies during the regularly scheduled semi-annual shift changes. The department retains the right to make

division, beat and squad assignments when Officers are initially hired or transferred to patrol during the middle of a six-month shift assignment.

In applying this clause to shift assignments, the department reserves the right to distribute, at its discretion, the number of Master Officers assigned to patrol beats amongst the seven squads to ensure a relatively even distribution of Master Officers 24 hours a day, 7 days a week.

4. SHIFT ASSIGNMENT LABOR/MANAGEMENT COMMITTEE

The City and the Police Association agree to create a joint committee composed of an equal number of members from the Police Association and Management to meet and confer in good faith and develop, by June 10 2009, mutually-acceptable policies, rules and procedures for scheduling of the "payback day" via a system taking seniority into account.

This joint committee shall also meet and confer in good faith over the course of this Agreement regarding the development of mutually-acceptable policies, rules and procedures for "overall" shift selection by seniority.

5. SPECIALTY UNIT ASSIGNMENT

- a. Except as provided for herein, all assignments to a specialty unit shall be on a five (5) year basis. At the end of such specialty assignment, Officers may be rotated out of such assignments by the Police Chief. The Association agrees that this rotation shall not be subject to any administrative or other review.

Except to the extent expressly provided in this paragraph, the assignment and re-assignments of Police Sergeants to and/or out of specialty units or positions will continue to be made at the sole discretion of the Police Chief. The assignment of Police Sergeants to specialty units or positions will be on a three (3) year basis. At the end of such specialty assignment, Police Sergeants will be subject to rotation out of such assignment by the Police Chief without any administrative or other review.

The Police Chief may, in his sole discretion and on a year-to-year basis, extend an Officer or Sergeant's assignment in a specialty unit for a period of twelve (12) months. The Police Chief or his designee will notify any employee who is to be rotated per this section by November 15<sup>th</sup> of each year, and any such rotation to patrol will occur the following January shift change. It is expressly understood that if the Police Chief does not notify an employee that he is to be rotated, then a twelve (12) month extension has been granted. Nothing in this section shall be interpreted to require the Police Chief to rotate a specific number of officers each year.

- b. The City shall identify the following units and position assignments as non-patrol specialty assignments:

Motor Officer  
Traffic Collision Investigator  
Special Investigations Unit  
Youth Services Unit  
Crimes Against Persons Unit

Crimes Against Property Unit  
Personnel Sergeant  
Internal Affairs Sergeant

The Police Chief will have the right to determine additional specialty unit positions and/or assignments.

Notwithstanding any other provision of this MOU, the decision as to whether any assignment or position shall be established within the department as well as its impact is exclusively that of the Police Chief, and shall not be subject to the meet and confer process; provided that, by waiving its right to meet and confer, the Association does not waive its right to pursue judicial remedies consistent with this MOU. The City shall not be required to establish or maintain any Specialty Unit or position, or to establish or maintain any particular staffing level.

- c. Other than specified above, assignments for six (6) months or less are "not" regularly assigned within the meaning of this MOU. Such assignment constitutes a temporary assignment. Service during such a temporary assignment will count toward the satisfaction of specialty service required for the Master Officer II position.
- d. Nothing in this MOU shall restrict the right of the Police Chief to reassign or remove any employee to or from a specialty assignment, during the term of such assignment, for such reasons as, or circumstances where, such right could have been exercised by the Police Chief prior to the execution of this MOU.

6. EMPLOYMENT MEDICAL/PHYSICAL

Any employee in the competitive service may be required to take and pass a medical, and/or physical and/or psychological examination whenever, in the judgment of the appointing authority, it would be in the best interest of the City to make such a requirement. Employees, who in the medical examination are physically incapable of meeting the normal requirements of their positions, may be assigned to a class for which they are suitable. All employment examinations required by the City shall be conducted at City expense.

7. TRAINING SCHEDULING

The Department will attempt to alleviate officer inconvenience caused by scheduled training during non-duty hours. This may include weekend, weeknight or alternative training hour times. The Department may request officers to submit a preference day or time of day for a given six (6) month period.

8. DISCIPLINARY ACTIONS

The department may choose to offer an employee who is subject to a suspension the alternatives of a salary step reduction or loss of accumulated vacation time of an equal monetary value. The department also retains the right to utilize a mandatory step reduction as a form of disciplinary action.

9. DISCIPLINARY APPEAL

- a. The Association agrees that the appeals procedure referred to in Section 2.44.390 of the Municipal Code shall not be available for either a "Warning/Reprimand" or "Suspension" of less than one (1) work day.
- b. The City may elect to amend Section 2.44.390 of the Municipal Code so that it would no longer be required to serve subpoenas on behalf of the disciplined employee, in which case the employee would be responsible for causing any such subpoenas to be served. The witness shall not be entitled to receive any compensation from the City for an off-duty appearance at a disciplinary proceeding in response to the subpoena issued on behalf of the disciplined employee.
- c. Both the City and the Association acknowledge the right to waive upon mutual agreement the tri-partite ad hoc personnel appeals board, as described in Section 2.44.390 of the Municipal Code, and if so waived the parties will mutually select a hearing officer.

10. DRUG TESTING POLICY

The department may implement a policy which includes both random and for-cause drug testing. The City will meet and confer with the Association prior to implementing such a policy. The policy will apply to all sworn department personnel.

11. SCAQMD

In compliance with the SCAQMD Regulation XV, the City reserves the right to delete or modify incentives, add new incentives, or add disincentives to the extent mandated, by SCAQMD, to the City's Trip Reduction Plan.

12. PAY PERIOD ADJUSTMENT

The City retains the right to adjust the pay periods, including the ability to continue to have the Friday after Thanksgiving Day remain an off-Friday for most employees in other bargaining units.

13. PROBATIONARY PERIOD – POLICE SERGEANT

The probationary period for the classification of Police Sergeant shall be twelve (12) months commencing on the date of appointment.

## ARTICLE VIII

### GENERAL PROVISIONS

#### 1. MAINTENANCE OF BENEFITS

Except as set forth in this MOU and specifically subject to Management Rights Clause of this agreement, all existing prescribed economic fringe benefits shall remain in full force and effect during the term of this agreement. Nothing herein contained shall apply to those items which by law are and shall remain management prerogatives.

#### 2. SAVINGS CLAUSE

If any provision of this MOU or any of the applications of such provisions to any person or circumstances be ruled contrary to law, by any Federal or State court, or duly authorized agency, the remainder of this MOU will remain in force and effect.

#### 3. CONSTRUCTION

Nothing contained in this MOU or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of this reference, law shall include the Constitution and all relevant Federal and State statutes, and all final appellate court decisions on the issue. References contained herein to matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City of Garden Grove.

#### 4. TERM

Following ratification of this MOU by the membership of the Association and approval thereof by the City Council of the City of Garden Grove, said agreement shall be effective from July 1, 2015, through and including June 30, 2018. During the term of said agreement, neither party shall propose any improvements in wages, hours, or working conditions concerning the affected employees which are to take effect prior to the expiration date of said agreement, except as explicitly outlined herein.



ATTACHMENTS

Copies of the following documents are incorporated herein by reference:

- (a) City Council Resolution No. 4066-71 as amended -- "Employee Relations"
- (b) Chapter 2.44 of the Garden Grove Municipal Code, revised, entitled "Human Resources"

DATE:

FOR THE CITY OF GARDEN GROVE:

FOR THE GARDEN GROVE POLICE  
ASSOCIATION:

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LAURA J. STOVER  
*Human Resources Director*

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Corporal BRIAN DALTON  
*President*

PROMOTIONAL PROCEDURE  
FOR THE POSITION OF SERGEANT  
GARDEN GROVE POLICE DEPARTMENT

1. The Personnel Office will provide notification of the promotional opportunity thirty (30) days in advance of the closing date for the filing of an application.
2. A promotional bulletin will be prepared outlining basic job duties, the application procedure, and a list of resource materials from which the written examination will be taken.
3. All individuals applying must meet the following requirements as of the deadline for applications:
  - a. Except as provided below in subparagraph b), each individual must possess an Associate of Arts (AA) or Associate of Science (AS) degree or equivalent units in a four (4) year program in a police related field and at least five (5) years experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department.
  - b. As an alternative to the requirements described in subparagraph a), an employee may qualify if he or she has at least seven (7) years experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department.
4. All candidates will be required to complete a City interest form and file it with the Personnel Office prior to the closing date.
5. A written exam will be scheduled with at least a two (2) week advance notice to all candidates. The appropriate provisions will be made to allow on-duty candidates an opportunity to take the examination. This exam will carry a weight of twenty percent (20%) in determining the final score for placement on the eligibility list.
6. All candidates scoring seventy percent (70%) or higher on the written exam will be eligible to continue in the process. Once the Human Resources Director certifies those who have passed the written exam, candidates will have seven (7) calendar days in which to submit a self-assessment report using a number of job related dimensions as identified by the Human Resources Director. An In-house Review Panel consisting of five (5) sergeants and five (5) lieutenants will be convened to evaluate and score each candidate. The high score and the low score for each candidate will be thrown out and the remaining eight (8) scores will be averaged to form the promotional review score. This score will be weighted as forty percent (40%) of the final score.

All candidates must pass the In-house Review Panel with a score of seventy percent (70%) or higher. Those who pass both the written exam and the In-house Review Panel will participate in a sergeant promotional assessment center. The assessment center will be weighted as forty percent (40%) of the final score for placement on the eligibility list. For candidates who pass the written exam and the In-House

Review Panel and complete the assessment center, final placement on the eligibility list will be in rank order based on each candidate's cumulative score, weighted as described above. All candidates placed on the final eligibility list must receive a cumulative score of seventy percent (70%) or higher in the promotional process. An eligibility list ranking the candidates will be certified by the Human Resources Director. The Police Chief shall have the right to select from any of the top four (4) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than four (4) candidates. If the Police Chief does not make his selection in accordance with the procedures described above, he has the obligation to review with the candidate(s) who was passed over the reasons why he was not selected.

7. The list will remain in effect for a period of one (1) year, unless the Police Chief extends the list for up to one (1) year; or unless the list contains four (4) or less candidates, all of whom have been passed over and notified of the reasons therefore as provided in paragraph seven (7) above. However, should the list be exhausted prior to the one-year period, a new promotional list would be prepared based upon the procedure outlined herein.
8. If two (2) people achieve the same percentage score on the eligibility list, seniority with the department will determine the rank order of placement.

## TRANSFER POLICY

This transfer procedure for Police Officer will apply to the following units:

Special Investigation Unit  
Youth Services Unit  
Investigation Unit  
Motorcycle Officer  
Accident Investigation

1. Qualifications

All officers applying must meet the two-year Department experience requirement. The two-year experience requirement begins the date the employee is sworn in as a full-time police officer.

Application Process

The Human Resources Department will post the opportunity for transfer to the above units/positions at least 30 days prior to the test date. Officers meeting the qualifications for transfer will be required to submit an application with Human Resources.

The Human Resources Department will give each applicant written instructions, including the due date, on completing a self-assessment report based on job related dimensions as identified by the Police Chief or his designee.

2. Testing

For the purposes of transfers and testing, the following units shall each be considered as one unit: Youth Services and Investigation Unit; Motorcycle and Accident Investigator Unit; and Special Investigation Unit. Each unit will be tested separately as described below.

An In-house Review Panel consisting of one (1) lieutenant, preferably the division commander of the specialty unit being tested, and three (3) sergeants, preferably sergeants who have worked in or supervised officers in the units being tested, will be convened to evaluate and score each candidate based on the self-assessment reports. The In-house Review scores will count as sixty percent (60%) in determining the final score for placement on the eligibility lists. All candidates scoring seventy percent (70%) or higher on the In-house Review will be eligible to continue in the process. Those candidates who pass the In-house review will be invited to appear before the same panel, which will also serve as an oral board. The oral board will score each applicant. For all transfer tests, the scores of the oral board will be averaged and count forty percent (40%) in determining the final score for placement on the eligibility list. All candidates must pass the oral board with a score of seventy percent (70%) or higher to be placed on the eligibility list. For candidates that pass both phases of the transfer process, the cumulative score, weighted as described above, will determine final placement on the eligibility list.

3. Selection

If two (2) people achieve the same percentage score on the eligibility list, seniority with the Department will determine the rank order placement.

The Police Chief shall have the right to select from any of the top four (4) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than four (4) candidates. If the Police Chief does not make his selection in accordance with the procedures described above, he has the obligation to review with the candidate(s) who was passed over, the reasons why he was not selected.

In the event there are not applicants qualified for the position, the Police Chief reserves the right to make the assignment. The assignment will be for a maximum one (1) year period or until a new eligibility list has been established.

The list will remain in effect for a period of one (1) year, unless the parties hereto mutually agree to a shorter duration, or unless the list contains four (4) or less candidates, all of whom have been passed over and notified of the reasons therefore. However, should the list be exhausted prior to the one-year period, a new transfer list would be prepared based upon the procedure outlined herein.

If an eligible candidate is offered a transfer and declines to accept the transfer, he remains on the eligibility list at the same position. If another vacancy occurs and the eligible candidate is offered a transfer and declines to accept the transfer, he shall drop to the bottom of the list.

4. Change in Specialty Assignment Unit

An individual who assumes a specialty assignment, other than a six (6) month rotational assignment, shall not be eligible to transfer to another specialty assignment for two (2) years from the date of appointment of the previous specialty assignment. During the second year, however, an individual may test for placement on a specialty assignment eligibility list, but may not be appointed to such a position until the completion of the two (2) year period and unless the position becomes open after the expiration of such two (2) year period.

5. Intra Unit Transfer

The Youth Services Unit and Investigation Unit shall be considered as one unit. Motors (including Accident Investigator) and Special Investigation shall each be considered as two separate units. These units will be tested for separately and have separate eligibility lists.

No employee will be allowed to transfer among the three (3) separate units without following this transfer procedure.

It is permissible for investigators assigned to Youth Services or Investigation, and Motorcycle or Accident Investigators, to change assignments within these separate units without further testing.

6. Intelligence Unit

The position of Intelligence Officer is exempt from this transfer procedure. However, once an individual wishes to leave the position of Intelligence Officer for another specialty assignment, that individual must be certified through this transfer procedure as eligible on the appropriate specialty assignment eligibility.

7. No Successive Terms in the Same Specialty Assignment

No one may serve more than one consecutive term in the same assignment. Upon the conclusion of a specialty assignment term or upon leaving a specialty assignment, an incumbent must wait twenty-four (24) months before testing again for that same assignment. This subsection will not become operative until July 1, 2014.

ADVISORY SAFETY COMMITTEEAUTHORITY

The Advisory Safety Committee is granted only that authority as delegated by the Police Chief to assist his office in administrative duties. Nothing in this section shall be interpreted to abridge the authority of the Police Chief to take whatever action is necessary to maintain the integrity, discipline and good order of the Department.

STANDING BOARD OF INQUIRY

Purpose. To provide a fair and impartial method of resolving responsibility for any incident involving damage to, or loss of, police property, or injury to department personnel, an Advisory Safety Committee shall sit to make determinations regarding the responsibility, if any, for the damage, loss or injury.

Board Membership. The Advisory Safety Committee shall consist of three (3) members, all to be City employees - one (1) to be chosen by City Personnel Department, one (1) chosen by the Police Chief and one (1) chosen by the Garden Grove Police Association.

Any member involved in an Advisory Safety Committee Review shall have the right to request disqualification of any member of the appointed Board, provided he has just cause to do so. Request and justification for disqualification must be presented to the appointing authority prior to the date set for the Board to convene.

If a member of the Advisory Safety Committee is involved in any incident, he shall be temporarily replaced for the matter under consideration and a substitute shall be appointed to serve on the Board in the classification he represents.

Type of Incidents Referred to the Standing Board of Inquiry for Action. The Standing Board of Inquiry shall investigate all incidents involving damaged or lost Department property, any industrial accident which results in a disabling injury causing loss of work, an industrial injury which necessitates extended light duty for the employee, or any accident deemed serious by the Department or division head.

Board Authority and Responsibilities. The Board shall convene as soon as possible after an incident to consider all evidence, reports, and statements presented. The Board shall have full authority to review the circumstances surrounding each incident referred to them and to interview the necessary witnesses and personnel involved.

No consideration shall be given to the personalities of the principals involved in determining responsibility for any incident into which inquiry is being made.

Board Findings and Recommendations. After gathering and evaluating relevant facts and circumstances, the Board shall prepare a detailed written report of the results of the investigation along with their determination as to responsibility for the incident. The Board shall forward the report to the principal's Bureau Commander for his review. He shall then route the report to the Police Chief.

EDUCATION INCENTIVE PROGRAM1. EDUCATIONAL INCENTIVE

Effective March 11, 2000, this program is available only to Police Officers or Police Sergeants.

a. Qualification:

- (1) Unit employees appointed as Police Officers or Police Sergeants who possess an Associate of Arts (Science) degree from an accredited college shall be eligible to receive and thereafter maintain a two and one-half percent (2.5%) bonus above base salary each month.
- (2) Unit employees appointed as Police Officers or Police Sergeants who possess a Bachelors of Arts (Science) degree from an accredited university or college OR a POST Intermediate Certificate shall be eligible to receive and thereafter maintain a five percent (5%) bonus above base salary each month.
- (3) Unit employees appointed as Police Officers and Police Sergeants who possess a Bachelors of Arts (Science) degree from an accredited university or college AND a POST Intermediate Certificate shall be eligible to receive and thereafter maintain a seven and one-half percent (7.5%) bonus above base salary each month.
- (4) Unit employees appointed as Police Officers and Police Sergeants who possess ninety (90) semester or equivalent approved units, which must be accepted by a four (4) year accredited university or college toward a Bachelor's Degree AND a POST Intermediate Certificate, shall be eligible to receive and thereafter maintain a seven and one-half percent (7.5%) bonus above base salary each month. At least twenty (20) of the ninety (90) qualifying units must be in police career related field.
- (5) Unit employees appointed as Police Officers and Police Sergeants who possess a POST Advanced Certificate shall be eligible to receive and thereafter maintain a ten percent (10%) bonus above base salary each month.



## 2. ADDITIONAL EDUCATION INCENTIVE PAY - PATROL ASSIGNMENT

Service of the applicable time in one of the following specialty units or position assignments only shall qualify Police Officers, when assigned to Patrol, for the additional 2-1/2% education incentive pay as described below:

### Specialty Assignment Eligibility

Collision Investigator  
Detective  
Motorcycle Officer  
Special Investigations Investigator  
Youth Services Investigator  
Former Burglary Suppression Unit  
Former Crime Scene Investigator

D.A.R.E. Officer  
Intelligence Officer  
K-9 Officer  
Gang Suppression Unit  
Investigator Assigned to Gang  
Suppression Unit

Assignment to the following positions or units does not qualify an individual for the additional education incentive pay.

TRAP  
Buena Clinton  
Asian Services  
Desk Officer

Any other current or future special units or assignments, whether listed or not, do not qualify an employee for the additional education incentive pay.

#### a. Qualification

- (1) Police Officers who have an Intermediate or Advanced POST Certificate are eligible.

#### b. Conditions

- (1) Completion of Specialty Assignment - A Police Officer who has completed two (2) consecutive years of work in a Specialty Assignment or Specialty Unit and is subsequently re-assigned to Patrol is eligible for the bonus increase and thereafter maintains such bonus.
- (2) Non-Completion of Specialty Assignment - If a Police Officer fails to complete two (2) consecutive years in such Specialty Assignment or Specialty Unit for any reason, and is thereafter assigned to Patrol, such employee shall not be eligible for the bonus provided in this exhibit.

## 3. APPLICATION

- a. Forms for application of qualification, continuation of qualification, re-qualification, and conversation to flat-rate bonus shall be provided by the Personnel Office and must be completed by the employee, approved by the department, and submitted to the Personnel Office with proof of qualification.
- b. The date for the initial qualification of the appropriate incentive bonus pay shall be the date which proof of the possession of the required degree and/or units and/or Department approval of a POST Certificate application is submitted to the Personnel Office. Compensation of the appropriate bonus pay shall begin at the beginning of the pay period in which proof of qualification is submitted.

A copy of a college degree, a copy of college transcripts, and/or a copy of the appropriate POST Certificate application, as approved by the Department, shall serve as proof of qualification. In the event the Commission for Peace Officers Standards and Training does not award the qualifying certificate, the Police Department must immediately notify Human Resources to schedule the repayment of the bonus pay by the employee.

4. DEFINITIONS

- a. All units referred to in this Exhibit must have been satisfactorily completed with a grade of "C" or better or "credit" if no grade is given.
- b. College degrees and any units must be completed on the employee's off-duty time and at his own expense. Units qualify if they meet the following guidelines: (1) units are directly related to the employee's position, as determined by the Department; or, (2) are transferable units toward a college degree in Police Science, Criminal Justice, Police Administration, Psychology, Sociology, Law, Public Administration, or Business Administration from an accredited college or university.
- c. All universities or colleges referred to in this Exhibit must be accredited by the "Western Association of Schools and Colleges."
- d. None of the bonuses referred to in this Exhibit are cumulative and an employee is eligible to receive no more than one bonus at any time.

TUITION REIMBURSEMENT PROGRAM

1. ELIGIBILITY

All regularly appointed full time employees who have passed their initial probationary period are eligible to receive tuition reimbursement. Course must commence after passing the initial probationary period.

2. COURSE ELIGIBILITY

Courses must be in excess of the educational standards for the position. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.

Courses must be taken at colleges or universities accredited by the Western Association of Schools and Colleges. Credits given for non-classroom assignments such as life experiences, military training, and professional training are not reimbursable. Correspondence courses are not eligible for reimbursement.

Coursework must be related to the employee's current occupation or to a City classification to which the employee may reasonably expect promotion.

No coursework beyond the Master's Degree level or any law school coursework is eligible for reimbursement.

Each course must be identified as to whether it is a core course or a recommended elective for the approved major.

Courses that duplicate previously taken courses are not eligible.

Courses are required for the completion of the pre-approved job-related major. An example would be general education or elective requirements to the major as stated in the college/university catalog. Remedial courses or those taken as required for non-approved major shall not be eligible.

Employees who currently have a Bachelor's/Master's degree may be authorized to take an undergraduate/graduate course in a specialized field directly related to the duties of their classification.

Courses are not taken on City time and must be certified that they are taken on the employee's off-duty time.

Courses must be approved by the Police Chief and the Human Resources Department before commencement of the class.

3. REIMBURSABLE EXPENSES

The City shall reimburse employees for tuition, registration fees and texts/materials and lab fees required for the eligible courses. Expenses for parking, travel, meals,

non-course fees (e.g., student association fees, insurance fees), processing fees, transcript fees, materials and any other costs are not reimbursable.

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$1,600 per fiscal year for courses taken during that particular fiscal year. The difference between the City's maximum reimbursement during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.

Funds received from any outside sources for the same purpose, such as a scholarship, grant or Veteran's Educational Benefits, must be applied toward the cost of the tuition/fees before the City's tuition reimbursement plan shall apply.

Reimbursement shall be made upon completion of the course with a minimum final grade of "C" or its equivalent, i.e., a pass in a pass/fail course will be considered equivalent to a "C." Graduate level courses require a minimum grade of "B" for reimbursement. No reimbursement shall be made for audited or incomplete courses.

Employees must submit, from the attendant institution, a bona fide certification of fees paid and grade achieved in order to have their application considered for reimbursement. These documents must accompany the reimbursement application form in order to be processed.

Application for reimbursement must be submitted within three months of the completion of the approved course in order to be considered for reimbursement.

Upon separation from employment, employees shall be required to reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who are laid off by the City.

The tuition reimbursement may be a taxable benefit depending upon the provisions of the Internal Revenue Code. The individual employee will be responsible for any tax liability.

UNIFORM ALLOWANCE

<u>Title</u>	<u>Reported to PERS each Pay Period</u>
Police Officer	\$ 13.38
Police Sergeant	\$ 13.38

POLICE ASSOCIATION/CITY  
MEMORANDUM OF UNDERSTANDING  
2015-18  
INDEX

	Article No.	Section No.	Page No.
Absence From Work	IV	8	14
Absence Without Leave	V	11	21
Acting Pay	II	5	6
Advisory Safety Committee	VI	3	23
Alternative Work Schedules	IV	6	13
Association Leave with Pay	I	4	4
Bereavement Leave	V	4	19
Bilingual Pay	II	6	6
Cafeteria Plan	III	3	8
Compensatory Time Bank - (MOU)	IV	3	11
Concealed Gun	VI	2	23
Construction	VIII	3	28
Continuation of Fringe Benefits	III	10	10
Corporal	II	4	5
Court Alert	IV	4	12
Disciplinary Actions	VII	8	26
Disciplinary Appeal	VII	9	27
Drug Testing Policy	VII	10	27
Education Incentive	II	7	6
Employment Medical/Physical	VII	6	26
Health Insurance	III	2	8
Holidays	V	1	15
Industrial Injury Leave	V	7	20
Jury Duty	V	8	20
Leave of Absence Without Pay	V	10	20
Life Insurance	III	6	9
Long-Term Disability	III	7	9
Maintenance of Benefits	VIII	1	28
Management Rights	I	1	3
Master Officer I	II	3	5
Mealtime Compensation	IV	5	13
Medicare	III	8	10
Mileage Allowance	II	9	6
Military Leave	V	5	19

	Article No.	Section No.	Page No.
No Strike	I	3	4
Non-Industrial Disability Leave	V	6	19
Overtime – (MOU)	IV	1	11
Overtime – (FLSA)	IV	2	11
Pay Period Adjustment	VII	12	27
Police Contract Work	I	5	4
Probationary Period – Sergeant	VII	13	27
Promotional Policy	VII	1	24
Retiree Medical Fund	III	5	9
Retirement	III	1	7
Safety Equipment	VI	1	23
Salary Step Increase	II	2	5
Savings Clause	VIII	2	29
SCAQMD	VII	11	27
Shift Assignments	VII	3	24
Shift Assignment Labor/Mgmt Committee	VII	4	25
Sick Leave	V	3	17
Social Security (FICA)	III	9	10
Specialty and Senior Specialty Assignments	IV	7	14
Specialty Unit Assignment	VII	5	25
Term	VIII	4	28
Time Off for Examinations	V	9	20
Training Scheduling	VII	7	26
Transfer Policy	VII	2	24
Tuition Reimbursement	II	8	6
Uniforms	III	4	9
Vacation	V	2	16
Wages	II	1	5
Work Schedule Determination	I	2	4

#### EXHIBITS

Advisory Safety Committee	Exhibit C	35
Education Incentive Program	Exhibit D	36
Promotional Procedure	Exhibit A	30
Transfer Policy	Exhibit B	32
Tuition Reimbursement Program	Exhibit E	39
Uniform Allowance	Exhibit F	41





**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott Stiles	From:	Tom Schultz
Dept.:	City Manager	Dept.:	Fire
Subject:	Adoption of a Resolution initiating the 2016 Spring Weed/Rubbish Abatement Program. ( <i>Action Item</i> )	Date:	3/8/2016

---

**OBJECTIVE**

Staff is requesting that the City Council adopt the attached Resolution regarding weed and rubbish abatement, authorizing the Spring 2016 Weed Abatement Program as provided for under Government Code Section 39560 et seq.

**BACKGROUND**

The Fire Department administers the Weed Abatement Program for the City, providing for the abatement of weeds, rubbish, and debris from vacant parcels of land within the city. The process is repeated twice a year, designated as a Fall and Spring Weed Abatement Program. The objective of the program is the removal of weeds, dirt, rubbish, and debris from vacant lots, as these represent a potential fire hazard to adjacent and surrounding properties, and the community. At this time, staff is in the process of organizing the Spring 2016 Weed and Rubbish Abatement Program and has thoroughly surveyed the city, compiling an inventory of those vacant lots, that qualify for the Spring 2016 Weed Abatement Program.

**DISCUSSION**

Under State Law, a Resolution is required that provides a determination by the City Council that a nuisance exists on a subject property and describes the parcel(s) that need to be abated. The "Declaration of Public Nuisance" Resolution is attached. As a required part of the Resolution, a description of qualifying parcels and information regarding the ownership of each parcel is included as "Exhibit A Weed Notice-Spring 2016." Upon adoption of this Resolution, all property owners listed on Exhibit A, will be notified that April 9, 2016, is the final day to have their property cleared, after which an inspection by the City, for compliance on their part, will take place.

The Weed Abatement Official and the City's Contractor will again survey the city on April 11, 2016, making on-site inspections as to whether the listed parcel sites have been cleared. The initial Exhibit A, list of parcels, will then be updated, retaining

those properties still found to be a public nuisance. This list will be distributed to non-compliant property owners prior to the April 26, 2016, City Council Meeting, notifying them of the meeting and Public Hearing during which protests, if any, will be heard from subject property owners. Prior to this meeting, the City Council will receive another staff report, including an updated Exhibit A, and further requests for City Council action regarding the Weed Abatement Program.

#### FINANCIAL IMPACT

Program costs and administrative costs have been included in the Fire Department's budget for the current fiscal year. It is anticipated that costs will be recaptured through future invoicing of non-compliant property owners, as well as the attachment and subsequent satisfaction of property liens, (in the case of non-payment), as required.

#### RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution authorizing the Spring 2016 Weed Abatement Program; and
- Direct staff to proceed with the weed abatement process as required under Government Code Section 39560 et seq, which also requires mailing of written Weed Abatement Notices to property owners, as listed in the last Equalized Assessment Roll and as officially identified in Exhibit A, dated March 8, 2016.

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	3/2/2016	Cover Memo	Spring_Weeds_2016.docx
Exhibit A	2/24/2016	Exhibit	Exhibit_A_-_step_1_-_spring_2016.xlsx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING THAT A NUISANCE EXISTS IN CONNECTION WITH THE EXISTENCE OF WEEDS, RUBBISH, AND REFUSE ON CERTAIN PROPERTIES WITHIN THE CITY OF GARDEN GROVE AND AUTHORIZING THE CITY CLERK TO MAIL A WRITTEN NOTICE OF THE NUISANCE(S) IN ACCORDANCE WITH THE PROVISIONS OF GOVERNMENT CODE SECTION 39566 AND 39567.1

WHEREAS, the City Council, by virtue of Government Code Section 39561, is authorized to declare by Resolution as public nuisances and abate all weeds growing on the streets, sidewalks, or private property in the city and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the city; and

WHEREAS, under the provisions of Government Code Section 39562, the Resolution must refer to the street location by its common name and describe the property upon which or in front of which the nuisance exists by giving its parcel number and address, according to the Official or City assessment map.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE that a public nuisance is hereby deemed to exist and needs to be abated as a result of weeds or rubbish or refuse or dirt, growing or being stored on parcels of land described in the Exhibit "A" dated March 8, 2016.

BE IT FURTHER RESOLVED that the City Clerk be and hereby is directed to mail written Notices pursuant to Government Code Sections 39566 and 39567.1 to each person to whom such property described in Exhibit "A" is assessed in the last Equalized Assessment Roll available as of the date the Resolution was adopted by the City Council.

Exhibit A Weed Notice - Spring 2016

<u>Dist.</u>	<u>Parcel No.</u>	<u>** Address</u>	<u>Owner</u>	<u>Owner Address</u>	<u>Owner City</u>	<u>Owner St.</u>
2522	10001344	11362 Garden Grove Blvd.	Troung Le	2005 Palo Verde Ave #150	Long Beach	CA
2522	10003238	11392 Garden Grove Blvd.	Troung Le	2005 Palo Verde Ave #150	Long Beach	CA
2314	13134504	7131 Lampson Ave	Syrenclas, George K	7131 Lampson.	Garden Grove	CA
2521	09913421	13321 Century Ave	Hui Wang	8311 Westminster Ave	Westminster	CA
2319	13312215	9972 Catherine	Joe Ledesma	5423 W 5th St	Santa Ana	CA
2417	21509121	8561 Stanford Ave	A.L. Norman, Inc	11832 Steele Dr.	Garden Grove	CA
2418	13342154	12882 Shackleford Ln.	Mandelbaum Family Holdings	12882 Shackleford Ln.	Garden Grove	CA
2422	09015321	12783 Ninth St	Peter & Tanya Nguyen	17985 Cypress St.	Fountain Valley	CA
2522	10001309	11222 Garden Grove Blvd.	Albert Lissoy Trust	2922 Daimler St.	Santa Ana	CA

Exhibit A Weed Notice - Spring 2016

<u>Owner Zip</u>	<u>Contact</u>	<u>Phone Number</u>	<u>Pgr Number</u>	<u>Fax Number</u>
90815				
90815				
92841-3913				
92863				
92703-2460				
92843				
92841				
92708-5109				
92705-5853				

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of a Street Deed for an easement for public street and highway purposes for a portion of the property located at 12232 Lampson Avenue, Garden Grove. (Action Item)		
		Date:	3/8/2016

---

**OBJECTIVE**

To request City Council approval for the acceptance of a street deed for an easement for public street and highway purposes in accordance with Precise Grading Plan G-1327 (the "Project"), for a portion of the real property located at 12232 Lampson Avenue, Garden Grove, owned by Tan Trung Nghiem ("Owner").

**BACKGROUND**

On September 11, 2015, the owner submitted grading plans for construction of a new two-story, single family home currently improved with a single-family home at 12232 Lampson Avenue, Garden Grove, and to dedicate 20 feet of right-of-way along Lampson Avenue and a corner cut-off to the City of Garden Grove for future widening improvements.

**FINANCIAL IMPACT**

There is no impact to the General Fund.

**RECOMMENDATION**

It is recommended that the City Council:

- Approve the acceptance of the easement for public street and highway purposes for a portion of the property located at 12232 Lampson Avenue, Garden Grove; and
- Authorize the City Clerk to accept the Street Deed on behalf of the City.

By: Kamyar Dibaj, MS, Project Engineer

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
STREET DEED	2/24/2016	Cover Memo	3.8.16_STDEED.pdf

Recording Requested By:

CITY OF GARDEN GROVE

AND WHEN RECORDED MAIL TO

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

Portion of : (APN 231-373-42)  
ASSESSOR PARCEL NUMBER

This document is exempt from payment of recording fees pursuant to Section 6103 of the Government Code.

City Clerk's No. \_\_\_\_\_

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

## STREET DEED

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

**Tan Trung Nghiem, a sole owner**

do(es) hereby **GRANT** to the CITY OF GARDEN GROVE, a municipal corporation, an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, described as:

PER LEGAL DESCRIPTION SHOWN ON EXHIBIT "A", AND DELINEATED ON PLOT MAP SHOWN AS EXHIBIT "B" BOTH OF WHICH ARE ATTACHED HERETO, AND MADE A PART HEREOF

*It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.*

### ACKNOWLEDGMENT

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

State of California

County of Orange

On Feb 22<sup>nd</sup> 2016 before me,

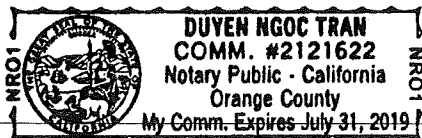
DUYEN NGOC TRAN, notary public (insert name and title of the officer) personally appeared

TAN TRUNG NGHIEM, 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.

Signature Duyen Tran  
(Seal)



By: [Signature]

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

Date: 2/22/2016

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

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

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



# Street Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL  
DESCRIPTION

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

APPROVED AS TO EXECUTION AND DESCRIPTION

By: clg  
Right of Way Agent

Dated: 2/23/2016

This is to certify that the interest in real property conveyed by  
the deed or grant dated \_\_\_\_\_ from

\_\_\_\_\_ to the City of Garden Grove, a governmental agency, is  
hereby accepted by the undersigned officer on behalf of the  
Garden Grove City Council pursuant to authority conferred by  
Resolution of the Garden Grove City Council adopted July 17,  
1978, and the grantee consents to recordation thereof by its  
duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

EXHIBIT "A"  
LEGAL DESCRIPTION  
FOR STREET PURPOSES

THAT PORTION OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, S.B.B.M., AS THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION AS INDICATED ON A MAP OF TRACT NO. 2189, RECORDED IN BOOK 63, PAGES 35, 36 AND 37 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

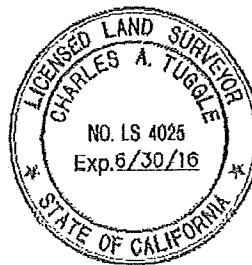
BEGINNING AT THE CENTERLINE INTERSECTION OF LAMPSON AVENUE AND BUARO STREET AS SHOWN ON SAID TRACT NO. 2189; THENCE ALONG THE CENTERLINE OF LAMPSON AVENUE SOUTH ~~89°44'37" WEST 119.16 FEET~~; THENCE SOUTH 00°15'23" EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°15'23" EAST 20.00 FEET; THENCE NORTH 89°44'37" EAST 74.13 FEET; THENCE SOUTH 45°13'55" EAST 21.20 FEET TO THE WESTERLY LINE OF BUARO STREET AS SHOWN ON SAID TRACT NO. 2189; THENCE NORTH 00°12'28" WEST 35.00 FEET; THENCE NORTH 89°44'37" EAST 89.14 FEET ALONG THE SOUTHERLY LINE OF LAMPSON AVENUE AS SHOWN ON SAID TRACT NO. 2189 TO THE TRUE POINT OF BEGINNING.

THE AREA OF DESCRIBED PARCEL OF LAND IS 1895 SQUARE FEET.

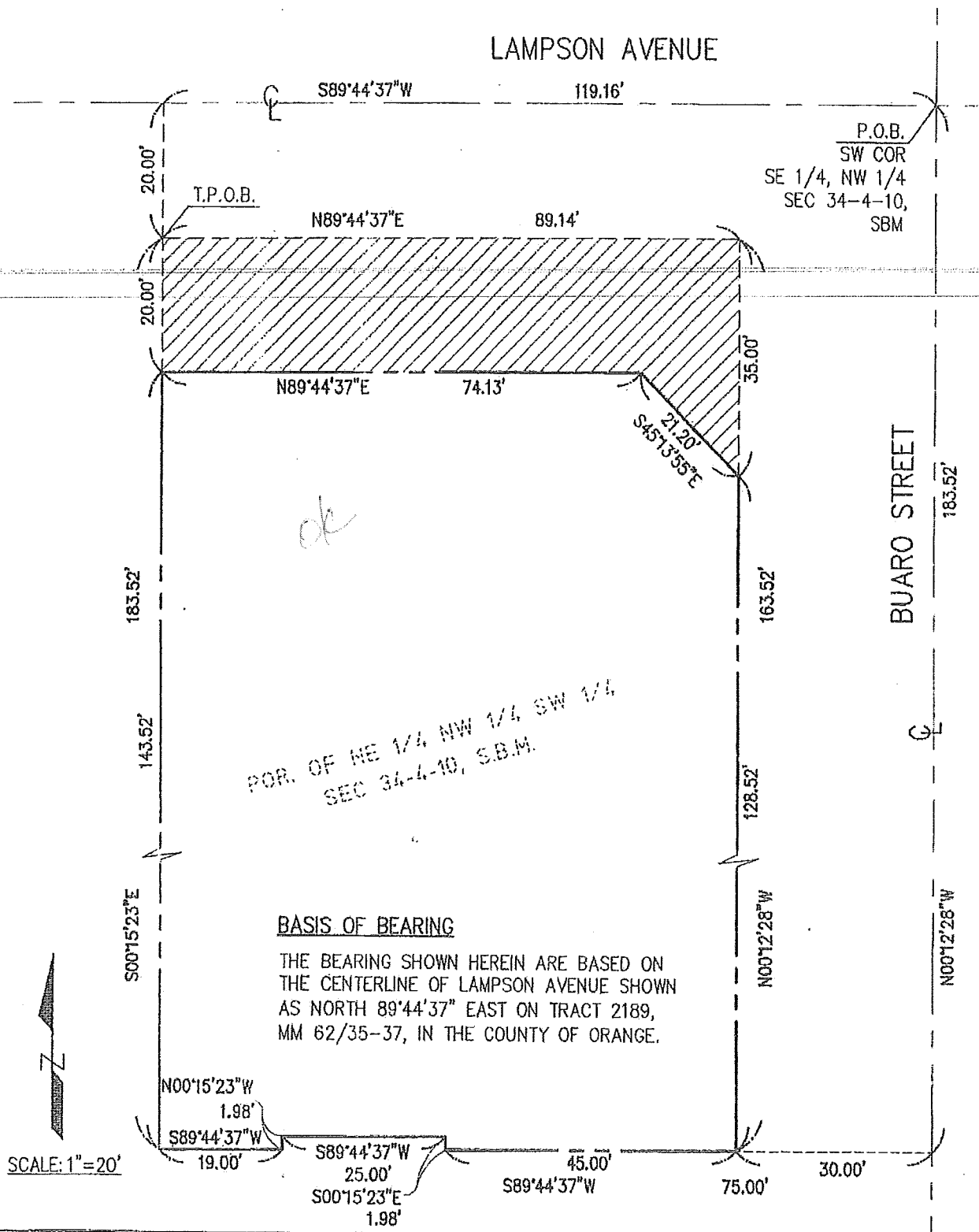
DATED THIS 7<sup>TH</sup> DAY OF OCTOBER, 2015

*Charles A. Tuggle*

CHARLES A. TUGGLE, PLS 4025  
REGISTRATION EXPIRES 6/30/16



# EXHIBIT "B" SKETCH OF DEDICATION FOR STREET PURPOSES



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Kingsley Okereke
Dept.:	City Manager	Dept.:	Finance
Subject:	Adoption of a Resolution approving an updated relocation plan for Site "C" located at the northwest corner of Twintree Lane and Harbor Boulevard, Garden Grove. (Cost: \$64,176) ( <i>Action Item</i> )		
		Date:	3/8/2016

---

**OBJECTIVE**

It is requested that the City Council adopt the attached Resolution (Attachment 1) approving and implementing an updated relocation plan ("Relocation Plan") for the displacement of eligible households as part of the Site "C" Project located at the northeast corner of Harbor Boulevard and Twintree Lane.

**BACKGROUND**

The California Relocation Assistance Law, Government Code Section 7260, et seq., and the implementing regulations thereto in Title 25 Cal Code of Regulations Section 6000, et seq. are the state laws that govern relocation assistance and benefits (together, "Relocation Law"). The Relocation Law requires preparation, public availability, and action by the legislative body on relocation if displacement might occur. The term "displacement" means when a person or business is caused to move from real property as a direct result of the implementation of a public program or project. The City Council as the legislative body is vested with the authority to review and take action on relocation plans.

On June 14, 2011, the Garden Grove Agency for Community Development ("Former Agency") approved a Disposition and Development Agreement ("DDA") with Land and Design Inc., ("Developer") for the conveyance of Former Agency property and development of an upscale hotel and related amenities at the northwest corner of Harbor Boulevard and Twintree Lane ("Project Site"). The DDA was deemed not an enforceable obligation by the State Department of Finance ("DOF") pursuant to ABX-126 and AB 1484. The parcels owned by the Former Agency were transferred to the City pursuant to the Long Range Property Management Plan and compensation agreements with the taxing entities.

On April 9, 2013, the City and the Developer negotiated the terms of a separate hotel development agreement entitled, "Grove District Resort Hotel Development Agreement" ("Resort Agreement") for the proposed development of Site "C", which consists of the construction of an upscale select service hotel with a maximum of 700 rooms, 50,000 square feet of meeting/conference space, 15,000 square feet of restaurant space, a parking structure, a resort pool, and potentially up to two additional limited service hotels (collectively, "Proposed Project").

## DISCUSSION

Implementation of the Proposed Project under the Resort Agreement would lead to the displacement of two (2) residential households; thus, the City is obligated to prepare a Relocation Plan (Attachment 2) pursuant to Relocation Law. The Relocation Plan has been prepared based upon personal interviews with the residential households that were conducted by the City's relocation consultant, Overland, Pacific & Cutler, Inc., ("OPC"). The Relocation Plan includes a description of re-housing needs of the households that will be displaced, evaluation of comparable replacement housing resources, and assessment of last resort housing resources. When and if actual displacement occurs, if at all, such will occur only upon and based on notices to vacate of not less than 90 days as issued by the City. Then eligible displaced households and businesses will receive relocation assistance and benefits as required by and pursuant to the Relocation Law and the following will occur;

1. Full and comprehensible relocation advisory assistance will be provided to eligible residential households that may be displaced both in person orally and in writing; and in language(s) most easily understood by the displacee;
2. Eligible persons will be adequately informed of the relocation assistance, benefits, policies, practices and procedures, including grievance procedures, available to them;
3. Fair and reasonable relocation payments will be provided to eligible persons;
4. Eligible persons will be provided the services offered in the City's relocation assistance program; and
5. Orderly, timely, and efficient relocation to comparable replacement housing will be made available to eligible persons without regard to race, color, religion, sex, marital status, or national origin with minimum hardship to those affected.

The total cost to relocate the households is estimated to be \$64,176.00, which includes estimated moving costs, purchase price differentials, and rental assistance payments. The estimate does not account for households that could be eligible for Section 8 rental assistance, which could reduce relocation expenditures.

Citizen participation and making the Relocation Plan available for public review has occurred for a period of thirty (30) days. General notice of the availability of the Relocation Plan for public review and comment has been provided to the two (2)

residential households and was posted on the City's Economic Development Division webpage. Copies of the Relocation Plan were made available at the City Clerk's office and Garden Grove Regional Library. The two (2) residential households were informed that the Relocation Plan would be made available in a language other than English if necessary and requested.

#### FINANCIAL IMPACT

The estimated relocation expenditures are estimated to be \$64,176.00, payable through Economic Development Fund/Package (106/8850).

#### RECOMMENDATION

Staff recommends that the City Council:

- Adopt the attached Resolution approving the Relocation Plan for Site "C" that authorizes the City Manager and his designee to implement the Relocation, including the payment of relocation claims.

By: Carlos Marquez, Senior Real Property Agent

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	3/2/2016	Cover Memo	Resolution_approving_relocation_plan_for_Site_C.03.08.2016.doc
Amended Relocation Plan	2/23/2016	Resolution Letter	GGR-037_-_Site_C_Amended_Relo_Plan_-_final_rev_2-23-16-1.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF CITY COUNCIL OF THE CITY OF GARDEN GROVE  
APPROVING THE RELOCATION PLAN FOR THE SITE C PROPOSED PROJECT AND  
MAKING CERTAIN OTHER FINDINGS IN CONNECTION THEREWITH

WHEREAS, the Garden Grove Agency for Community Development ("Former Agency") a redevelopment agency formerly existing under Chapter 2 of the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") acquired certain real property located at 12222 Harbor Boulevard, 12252 Harbor Boulevard, 12262 Harbor Boulevard, 12272 Harbor Boulevard, 12292 Harbor Boulevard, 12302 Harbor Boulevard, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, 12571 Twintree Lane, 12237 Choisser Road, and 12239 Choisser Road (collectively, the "Property"), for redevelopment purposes;

WHEREAS, pursuant to ABX1-26, AB 1484, and the State of California Supreme Court decision in California Redevelopment Association vs. Matosantos, redevelopment agencies in California, including the Agency, were dissolved as of February 1, 2012;

WHEREAS, on April 9, 2013, the City of Garden Grove, a municipal corporation ("City"), and Land and Design, Inc. ("Developer"), executed a hotel development agreement entitled, "Grove District Resort Hotel Development Agreement" ("Resort Agreement") for the proposed development of the Property, which consists of the construction of an upscale select service hotel with a maximum of 700 rooms, 50,000 square feet of meeting/conference space, 15,000 square feet of restaurant space, a parking structure, a resort pool, and potentially up to two additional limited service hotels (collectively, "Site C Project");

WHEREAS, the Property was conveyed to the City from the Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") in accordance with the Long Range Property Management Plan, for economic development purposes;

WHEREAS, relocation assistance and benefits for eligible residential occupants and businesses in California are governed by and provided for in the California Relocation Assistance Law, Government Code Section 7260, *et seq.* ("CRAL") and the implementing regulations promulgated by the California Department of Housing and Community Development set forth in California Code of Regulations, Title 25, Housing and Community Development, Division 1, Chapter 6, Section 6000, *et seq.* ("Guidelines"), together the CRAL and Guidelines are referred to as the "Relocation Law";

WHEREAS, the City has authorized the preparation of a relocation plan pursuant to the Relocation Law ("Relocation Plan") to be undertaken in connection

with the Site C Project to evaluate the present circumstances and replacement requirements of potential displacees;

WHEREAS, in connection therewith and as a condition precedent to such conveyance to the Developer, the City will cause to be provided to the occupants, two residential households, thereon relocation assistance and benefits in compliance with the Relocation Plan;

WHEREAS, permanently displaced households, as a direct result of the implementation of the Site C Project will be eligible for relocation assistance and benefits pursuant to the Relocation Law;

WHEREAS, the Relocation Law requires that the local legislative body consider and approve relocation plans, namely the Garden Grove City Council;

WHEREAS, in accordance with the Relocation Law, the Relocation Plan has been made available for public review and comment for a period not less than 30 days prior to submittal of the Relocation Plan to the City Council for consideration, action, and approval;

WHEREAS, the City Council has reviewed the Relocation Plan and considered public comment (both oral and written), if any, and the City Council believes the Site C Project and implementation of the Relocation Plan are in the best interests of the City and the health, safety, and welfare of the Garden Grove community and in accord with the public purposes and provisions of applicable legal requirements; and

WHEREAS, the City Council desires to approve the Relocation Plan and authorize the City Manager and his designees, to carry out the Relocation Plan, as and when displacement may occur due to implementation of the Project pursuant to an agreement and subject to the conditions therein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove as follows:

Section 1. The foregoing recitals are a substantive part of this Resolution and fully incorporated herein.

Section 2. The City Council approves the Relocation Plan and authorizes the implementation of such Relocation Plan.

Section 3. The City Manager and his designees are hereby authorized to carry out the Relocation Plan.

Section 4. In furtherance of such approval and authorization, the City Manager is authorized take all necessary actions and execute all documents necessary or appropriate to carry out the Relocation Plan. The City Manager is



further authorized to the extent necessary during the implementation of the Relocation Plan to accept, process, and approve relocation claims, to provide interpretations and waivers, to cause issuance of warrants for payment of relocation claims, to cause issuance of warrants to pay consulting, legal, and other administrative costs incurred in connection therewith, and to administer the City's obligations, responsibilities and duties to be performed under the Relocation Plan pursuant to the Relocation Law.

Section 5. A copy of the final, approved Relocation Plan shall be placed on file in the City Clerk's official records.

Section 6. The City Clerk shall certify to the adoption of this Resolution.

EXHBIT A  
RELOCATION PLAN  
(to be attached)



***Site “C” Project***  
**AMENDED RELOCATION PLAN**

Prepared for:

The City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842  
(714) 741-5181

By:

Overland, Pacific & Cutler, Inc.  
1 Jenner, Suite 200  
Irvine, California 92618  
949-951-5263

January 8, 2016

Adopted

Date \_\_\_\_\_

# TABLE OF CONTENTS

	INTRODUCTION	1
I.	PROJECT DESCRIPTION	3
A.	REGIONAL LOCATION	3
B.	PROJECT SITE LOCATION	4
C.	GENERAL DEMOGRAPHIC & HOUSING CHARACTERISTICS	5
II.	ASSESSMENT OF RELOCATION NEEDS	6
A.	SURVEY METHOD	6
B.	FIELD STUDY DATA	6
1.	Current Residential Occupants	6
a.	Replacement Housing Needs	6
b.	Income	7
c.	Ethnicity/Language	7
d.	Senior/Handicapped Households	7
e.	Preferred Relocation Areas	7
III.	RELOCATION RESOURCES	8
A.	METHODOLOGY	8
B.	REPLACEMENT HOUSING AVAILABILITY	8
1.	Residential Rental Housing	8
2.	Summary	8
C.	RELATED ISSUES	8
1.	Concurrent Residential Displacement	8
2.	Temporary Housing	9
IV.	THE RELOCATION PROGRAM	10
A.	ADVISORY ASSISTANCE	10
B.	RELOCATION BENEFITS	11
1.	Residential Moving Expense Payments	11
2.	Rental Assistance to Tenants Who Choose to Rent	12
3.	Downpayment Assistance to Tenants Who Choose to Purchase	14
C.	DETERMINATION OF COMPARABLE HOUSING	14
D.	GENERAL INFORMATION REGARDING THE PAYMENT OF RELOCATION BENEFITS	14
E.	LAST RESORT HOUSING	15
F.	RELOCATION TAX CONSEQUENCES	15
V.	ADMINISTRATIVE PROVISIONS	16
A.	NOTICES	16
B.	PRIVACY RECORDS	17
C.	GRIEVANCE PROCEDURES	17
D.	EVICTON POLICY	17
E.	CITIZEN PARTICIPATION	17
F.	PROJECTED DATE OF DISPLACEMENT	18
G.	ESTIMATED RELOCATION COSTS	18

## LIST OF TABLES

TABLE 1:	2010 Census Population – City of Garden Grove & Impacted Tract	5
TABLE 2:	2010 Census Housing units – City of Garden Grove & Impacted Tract	5
TABLE 3:	Availability & Cost of Replacement Rental Housing	8
TABLE 4:	Schedule of Fixed Moving Payments	12
TABLE 5:	Computation of Rental Assistance Payments	13

## LIST OF EXHIBITS

EXHIBIT A:	Residential Interview Form
EXHIBIT B:	HUD Income Levels – Orange County
EXHIBIT C:	Residential Information Statement
EXHIBIT D:	Public Comments and Response

## INTRODUCTION

The City of Garden Grove (the “City”) has authorized the preparation of an updated Relocation Plan to address the remaining relocations to be completed for the proposed Site “C” Project. The Garden Grove Agency for Community Development acquired and proposed clearance of 14 parcels in Garden Grove, CA. The parcels are located in a redevelopment project zone and were being assembled as part of the proposed Site “C” Project (“Project”). At this time, there is an approved development agreement with Land & Design, Inc. (the “Developer”). The City proposes to convey the properties to the Developer, and the City will relocate the Project occupants and demolish all existing improvements.

The site is zoned for hotel, restaurant and other similar commercial uses and development plans include the construction of an upscale select service hotel with a maximum of 700 rooms, 50,000 square feet of conference space, 15,000 square feet of restaurant space, a parking structure and a resort pool. The anticipated timeframe is to commence construction in summer or fall of 2016 and complete construction in 2018.

Existing improvements located on the site have been and will be relocated or demolished, as appropriate, in order to clear the properties, which will cause the relocation of a total of six residential households and four businesses.

A Relocation Plan was prepared in 2011 to address the needs of Project site occupants to be relocated. All Project occupants, with the exception of two residential households, were successfully relocated or evicted for cause during the past four years. The needs and characteristics of the remaining residential occupants, available relocation resources and the City’s program to provide assistance to each affected person are general subjects of this updated Relocation Plan (Plan).

Funding for the Project comes from the City’s Economic Development Fund. Overland, Pacific & Cutler, Inc. (“OPC”), an experienced relocation and acquisition firm, has been selected to prepare the updates to the Relocation Plan and provide all subsequent required relocation assistance.

In compliance with statutory requirements, the Plan has been prepared to evaluate the present circumstances and replacement requirements of the remaining Project displacees and, further, has been prepared in accordance with the requirements of the California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development and Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

This Plan is organized in five sections:

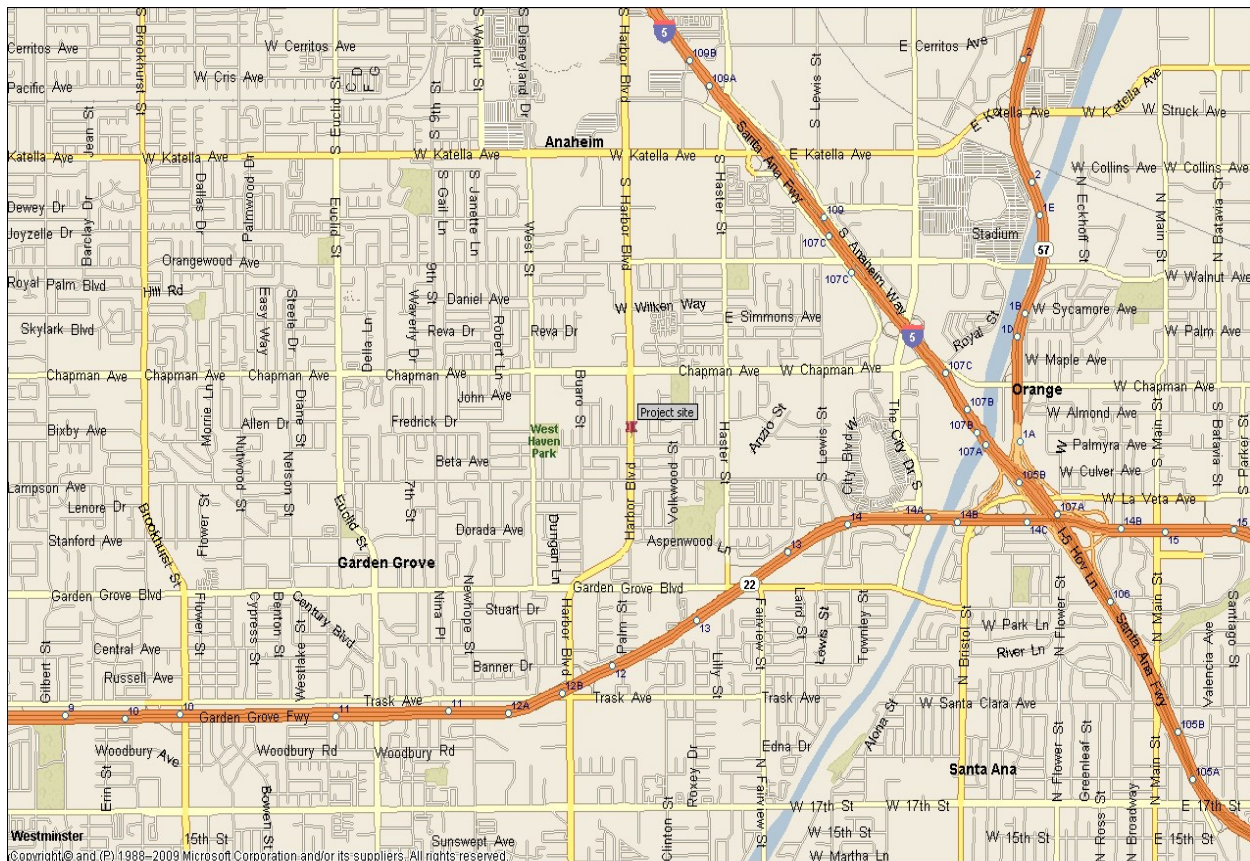
1. Project description (**SECTION I**);
2. Assessment of the relocation needs of the persons subject to displacement (**SECTION II**);

3. Assessment of available replacement housing within the City of Garden Grove and surrounding communities (**SECTION III**);
4. Description of the City's relocation program (**SECTION IV**);
5. Description of the City's outreach efforts, Project timeline and budget (**SECTION V**).

# I. PROJECT DESCRIPTION

## A. REGIONAL LOCATION

The Project is located in the City of Garden Grove within Orange County. Garden Grove is located in the north-western section of Orange County, approximately 25 miles south of downtown Los Angeles and is immediately accessible from State Routes 22 and 39 and Interstate Freeways 5 and 405. Adjacent communities include Stanton, Westminster, Santa Ana, Anaheim, Cypress and Los Alamitos. (See Figure 1: Regional Project Location)

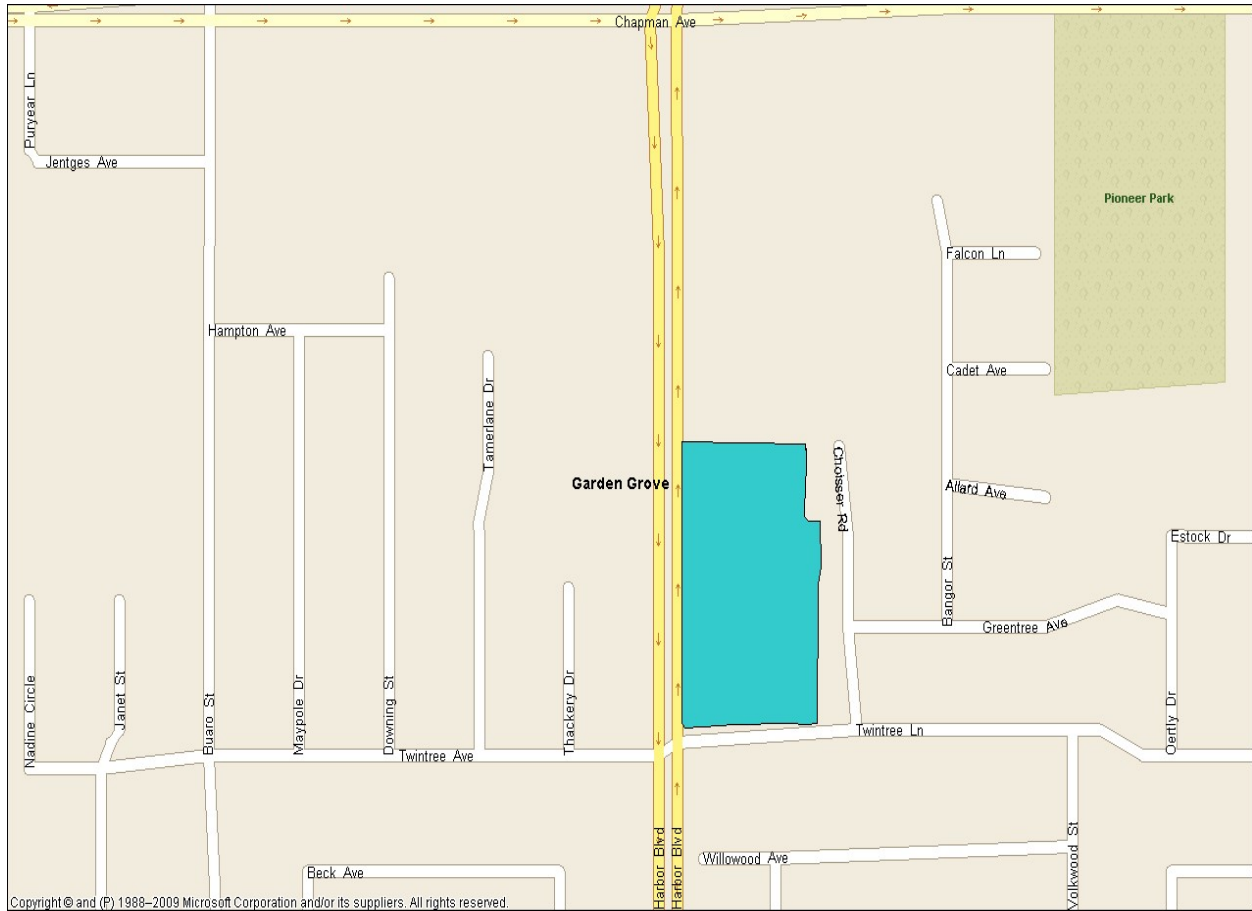


**Figure 1: Regional Project Location**



## B. PROJECT SITE LOCATION AND DESCRIPTION

The total Project site is comprised of 14 parcels totaling 5.18 acres on Harbor Boulevard generally bordered by Choisser Road to the east, Twintree Lane to the south, Thackery Drive to the west and Chapman Avenue to the north. (See Figure 2: Project Site Location)



**Figure 2: Project Site Location**

## C. GENERAL DEMOGRAPHIC AND HOUSING CHARACTERISTICS

According to the 2010 U.S. Census, the population of the City of Garden Grove is 170,883 and the population of the impacted Census Tract 884.03 is 6,896 (see **Table 1**). Corresponding Census data concerning the housing mix is shown in **Table 2**.

<b>TABLE 1: 2010 Census Population – City of Garden Grove &amp; Impacted Tract</b>				
Population	Tract 884.03	%	City	%
Total Population	6,896	100.0%	170,883	100.0%
White	3,073	44.6%	68,149	39.9%
Black or African American	213	3.1%	2,155	1.3%
American Indian or Alaska Native	38	0.6%	983	0.6%
Asian	1,507	21.9%	63,451	37.1%
Native Hawaiian or Other Pacific Islander	47	0.7%	1,110	0.6%
Some Other Race	1,721	25.0%	28,916	16.9%
Two or More Races	297	4.3%	6,119	3.6%
Hispanic or Latino (of Any Race)	3,820	55.4%	63,079	36.9%

Source: U.S. Census Bureau, QT-PL. Race, Hispanic or Latino, and Age: 2010

<b>TABLE 2: 2010 Census Housing Units – City of Garden Grove &amp; Impacted Tract</b>				
Type	Tract 884.03	%	City	%
Total Occupied Units	1,852	96.3%	46,037	96.4%
Owner-Occupied	1,123	60.6%	26,240	57.0%
Renter-Occupied	729	39.4%	19,797	43.0%
Vacant Housing Units	72	3.7%	1,718	3.6%
Available for Sale Only	18	0.9%	308	0.6%
Available for Rent – Full Time Occupancy	24	1.2%	961	2.0%
Sold or Rented – Not Occupied	2	0.2%	106	0.2%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	5	0.3%	67	0.1%
Other Vacant	23	1.2%	276	0.6%

Source: U.S. Census Bureau, QT-H1. General Housing Characteristics: 2010

## **II. ASSESSMENT OF RELOCATION NEEDS**

### **A. SURVEY METHOD**

To obtain information necessary for the preparation of this updated Plan, personal interviews with the residents to be permanently displaced were conducted in late September 2015. The interviewer was successful in interviewing both residential households on the Project site.

The data in this section of the Plan are based solely on the unconfirmed responses of the individuals who participated in the survey. However, budgetary projections were based on expected relocation costs associated with the relocation of all Project occupants.

Inquiries made of the residential occupants concerned household size and composition, income, rent, length of occupancy, ethnicity, home language, physical disabilities, and replacement housing preferences. A sample of the residential interview form used in the interview process is presented as **Exhibit A** of this report.

### **B. FIELD SURVEY DATA**

#### **1. Current Residential Occupants**

There are two residential households to be relocated for the Project. At the time of the interviews, there are four adults and three children (17 years or younger) on-site to be permanently displaced.

One tenant household occupies a three-bedroom single-family dwelling (front house), and one tenant rents a room within a two-bedroom single family dwelling (back house) on the same property located at 12571 Twintree Lane. (The remaining occupants of the back house moved onto the property post-acquisition with acknowledgement that they would not be eligible for relocation assistance.)

The commonly accepted standard for housing density allows two persons per bedroom and one person in the common living area. Based on this criterion and available tenant data, there are no overcrowded units among the Project households.

#### **a. Replacement Housing Needs**

Replacement housing needs, as expressed in this Plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing survey data for household size with typical replacement housing occupancy standards. These standards, generally, allow for up to three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

Replacement units required for the Project occupants include one three-bedroom single-family residence for rent and one room for rent.

**b. Income**

Income information was provided by the two households. According to income standards for the County of Orange (**Exhibit B**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD): one Project household qualifies as Very Low Income (31% - 50% of median), and one Project household qualifies as Low Income (51%-80% of median).

**c. Ethnicity/Language**

Both Project households reported their ethnicity as Hispanic and stated Spanish as their primary language.

**d. Senior/Handicapped Households**

There are no senior (62 years or older) or disabled occupants on the Project site.

**e. Preferred Relocation Areas**

One household expressed a preference to remain within the Garden Grove community in order to remain within a reasonable distance from the children's schools. The other household was open to surrounding communities as well as Garden Grove to remain within a reasonable distance to his employment.

### III. RELOCATION RESOURCES

#### A. METHODOLOGY

A resource survey was conducted to identify available rental units beginning within a five mile radius from the subject properties in Garden Grove and expanded to surrounding communities. The following sources were utilized:

- Classified rental listings from *For Rent* publications
- Internet sources

#### B. REPLACEMENT HOUSING AVAILABILITY

##### 1. Residential Rental Housing

The rental replacement housing survey considered single-family residences and rooms for rent in Garden Grove and surrounding communities. This data is summarized in **Table 3** below.

<b>TABLE 3: Availability and Cost of Replacement Rental Housing</b>		
Bedroom Size	Room for Rent	Three
# Found (# Needed)	5 (1)	6 (1)
Rent Range	\$650 - \$900	\$1,700 - \$2,200
Median Rent	\$700	\$2,025

The median rent amounts shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

##### 2. Summary

Considering the above described availability of replacement housing resources gathered for the Plan, it appears that there are more than adequate replacement resources for the residential occupants. But, while adequate replacement resources exist, based on surveyed results of rental opportunities, some tenant occupants will likely have increase in monthly rent. This possible increase, if any, will be met through the City's obligation under the relocation regulations, including Last Resort Housing (LRH) requirements (See Section IV, E).

#### C. RELATED ISSUES

##### 1. Concurrent Residential Displacement

At this time, there are no other current public projects causing significant displacements underway in the city of Garden Grove or adjacent communities which would compete with the Project for needed housing resources. No residential displacee will be required to

move without both 90 days notice to vacate and access to available affordable decent, safe and sanitary housing.

**2. Temporary Housing**

No need for temporary housing is anticipated.

## IV THE RELOCATION PROGRAM

The City's Relocation Program is designed to minimize hardship, be responsive to unique project circumstances, emphasize maintaining personal contact with all affected individuals, consistently apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements.

The City has retained Overland, Pacific & Cutler, Inc. ("OPC") to administer the Relocation Program. OPC has worked on more than 4,000 public acquisition and relocation projects over the past 35 years. Experienced City staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations and interpretations of the City's policy.

Relocation staff can be contacted at **(800) 400-7356** from 8:00 am to 5:00 pm Monday through Friday, and are available via voicemail and/or cellular phones after hours. The Relocation Office is located at **3750 Schauffele Avenue, Suite 150, Long Beach, CA 90808**. The Relocation Program consists of two principal constituents: Advisory Assistance and Financial Assistance.

### A. ADVISORY ASSISTANCE

Individuals who will need to move from existing homes will receive advisory assistance. Advisory assistance services are intended to:

- inform displacees about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the City
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the City meets its obligations under the law, relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the City's relocation program;
2. Inform eligible project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits. (See **Exhibit C**)
3. Determine the needs of each residential displacee eligible for assistance;
4. Provide residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement;
5. Maintain an updated database of available replacement resources, and distribute referral information to displacees for the duration of the Project;

6. Provide transportation to residential displacees, if necessary, to inspect replacement sites within the local area;
7. Offer special assistance to help elderly or disabled tenants find housing near friends, relatives, medical facilities, and services and convenient transportation;
8. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
9. Assist each eligible residential occupant in the preparation and submission of relocation assistance claims;
10. Provide additional reasonable services necessary to successfully relocate residents;
11. Make benefit determinations and payments in accordance with applicable law and the City's adopted relocation guidelines;
12. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate.
13. Inform all persons subject to displacement of the City's policies with regard to eviction and property management;
14. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the City's decision with respect to relocation assistance; and,
15. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

## **B. RELOCATION BENEFITS**

Specific eligibility requirements and benefit plans will be detailed on an individual basis with the displacee. In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be paid to eligible displacees upon submission of required claim forms and documentation in accordance with the City's administrative procedures. The City may process advance payment requests to mitigate hardships for residential occupants who do not have access to sufficient funds to initially secure replacement housing such as paying an escrow deposit or first month's rent and security deposit. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

### **1. Residential Moving Expense Payments**



All residential occupants to be relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

**a. Actual Cost (Professional Move)**

The displacee may elect to retain the services of a licensed professional mover, in which case the City will pay the actual cost of moving services, based on the lowest of three (3) acceptable bids. (The City may, at its discretion, solicit competitive bids to determine the lowest, reasonable move cost.) After the move is complete, the displacee may request a direct payment from the City to the mover.

**b. Fixed Payment (based on Room Count Schedule)**

The displacee may, while taking full responsibility for the move, elect to receive a fixed payment for moving expenses based on a room count in the displacement dwelling. The fixed payment is a one-time, all inclusive allowance that does not require back-up documentation. The current schedule for fixed payments is set forth in **Table 4**:

<b>TABLE 4: Schedule of Fixed Moving Payments</b>									
Unfurnished Dwelling									
Room count	1	2	3	4	5	6	7	8	Each additional
Amount	\$725	\$930	\$1,165	\$1,375	\$1,665	\$1,925	\$2,215	\$2,505	\$265
Furnished Dwelling									
Room count	1	each additional							
Amount	\$475	\$90							

Source: California Department of Transportation, August 1, 2015

**2. Rental Assistance to Tenants Who Choose to Rent**

A tenant displaced from the Project site may be entitled to a Replacement Housing Payment in the form of rental or downpayment assistance not-to-exceed \$5,250 (prior to consideration of eligibility for Last Resort Housing benefits – see Last Resort Housing, Section IV, E), if the displacee:

1. Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
2. Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling or site within one year (unless the City extends this period for good cause) after the date he or she moves from the displacement dwelling.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling or site; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary replacement dwelling or site actually occupied by displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling or site 90 days prior to the offer on the property. For owner-occupants or households, which pay no rent, Fair Market Rent will be used as a substitute for actual rent; or
- (ii) Thirty percent (30%) of the displaced person's average, monthly, adjusted gross household income. If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or
- (iii) The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities.

**Table 5** below illustrates the computation of a rental/downpayment assistance payment.

<b>TABLE 5: Computation of Rental Assistance Payments</b>		
1 Old Rent	\$650	Old Rent, plus Utility Allowance
<b>or</b>		
2. Ability to Pay	\$700	30% of the Adjusted Gross Household Income*
3. Lesser of lines 1 <b>or</b> 2	\$650	Base Monthly Rental
<b>Subtract From:</b>		
4. Actual New Rent	\$750	Actual New Rent including Utility Allowance
<b>or</b>		
5. Comparable Rent	\$775	Determined by City, includes Utility Allowance
6. Lesser of lines 4 <b>or</b> 5	\$750	
7. Yields Monthly Need	\$100	Subtract line 3 from line 6
<b>8. Rental Assistance Payment</b>	<b>\$4,200</b>	<b>Multiply line 7 by 42 months</b>

\*Gross income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this

purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

### **3. Downpayment Assistance to Tenants Who Choose to Purchase**

Displacees otherwise eligible to receive a Rental Assistance payment as previously described, may choose to utilize the full amount of their rental assistance eligibility amount (including Last Resort benefit) to purchase a home. Such payments shall be deposited directly into an escrow account with provisions that allow the City to recover its funds should the escrow be cancelled or not proceed in a timely manner. These funds can be used as a downpayment and/or to pay for eligible non-recurring closing costs.

## **C. DETERMINATION OF COMPARABLE HOUSING**

Relocation staff will evaluate the cost of comparable replacement sites in the preparation of each individual Notice of Eligibility issued to residential displacees. For residential tenant occupants, the cost of comparable replacement sites will be determined primarily by the schedule method, which determines the median rent in the local market.

## **D. GENERAL INFORMATION REGARDING THE PAYMENT OF RELOCATION BENEFITS**

Claims and supporting documentation for relocation benefits must be filed with the City no later than 18 months after the date of displacement. The procedure for the preparation and filing of claims, and the processing and delivery of payments, will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation staff will review all necessary documentation including, but not limited to, income verification, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation;
3. Required claims forms will be prepared by relocation staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the City;
4. The City will review and approve claims for payment, or request additional information;
5. The City will issue benefit checks to claimants in the most secure, expeditious manner possible;

6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated and actual residency at the replacement unit is verified;
7. Receipts of payment and all claims materials will be maintained in the relocation case file.

#### **E. LAST RESORT HOUSING**

Specifically, for renters, when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person's average monthly income, Last Resort Housing will have to be provided.

Therefore, if the Project is to go forward, the City will authorize its funds or funds authorized for the Project to provide housing of last resort. Funds will be used to make payments in excess of the monetary limit specified in the statute (\$5,250); hence, satisfying the requirement that "comparable replacement housing" is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person's average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person's financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non 90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

The City may pay Last Resort Housing payments in installments or a lump sum. Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance.

#### **F. RELOCATION TAX CONSEQUENCES**

In general, relocation payments are not considered income for the purpose of Division 2 of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U.S. Code), or for the purpose of determining the eligibility or extent of eligibility of any person for assistance under the Social Security Act (42 U.S. Code 301 et seq.) or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of Revenue and Taxation Code. The above statement on tax consequences is not intended as tax advice by the City or OPC. Displacees are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

## V. ADMINISTRATIVE PROVISIONS

### A. NOTICES

Each notice, which the City is required to provide to a Project occupant, shall be personally delivered or sent certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions and other needed help.

There are three principal notices:

- 1) the Information Statement
- 2) the Notice of Relocation Eligibility, and
- 3) the 90-Day Vacate Notice.

The Informational Statement is intended to provide potential relocatees with a general written description of the City's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights. Informational Statements were provided to the Project occupants at the time of the interviews. (See **Exhibit C**)

A Notice of Relocation Eligibility (NOE) will be distributed to each residential relocatee. The NOE to residential relocatees contains a determination of eligibility for relocation assistance and a computation of a maximum entitlement based on information provided by the affected household and the analysis of comparable replacement properties undertaken by the relocation staff.

No lawful occupant will be required to move without having received at least 90 days advance written notice of the earliest date by which the move will be necessary. The 90-Day Vacate Notice will state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 60 days in advance, the specific date of the required move. The 90-Day Notice will not be issued to any residential displacee before a comparable replacement dwelling has been made available.

In addition to the three principal notices, relocation staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits
- 2) have moved from the acquired property, and
- 3) have not filed a claim for benefits.

Reminder Notices will be issued periodically throughout the qualification period. An attempt shall be made to make written contact with all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

## **B. PRIVACY OF RECORDS**

All information obtained from displacees is considered confidential and will not be shared without consent of the displacee or the City. Relocation staff will comply with federal regulations concerning safeguarding of relocation files and their contents.

## **C. GRIEVANCE PROCEDURES**

A person who is dissatisfied with a determination as to eligibility for benefits, a payment amount, the failure to provide comparable temporary housing, or the City's property management practices may file a Relocation Assistance Appeal Form or any other written form of appeal with the City. The City's appeal policies will follow the standards described in Article 5, Section 6150 et seq., Title 25, Chapter 6, State of California, Department of Housing and Community Development Program guidelines. Specific details for the City's appeals policy will be furnished upon request.

## **D. EVICTION POLICY**

The City recognizes that eviction is permissible only as a last resort, and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent, serious violation of the rental agreement, a dangerous or illegal act in the unit, or if the household refuses all reasonable offers of alternate accommodation. In the event of an eviction for cause, the displacee will forfeit their eligibility for relocation benefits.

## **E. CITIZEN PARTICIPATION**

As the process for considering the Project moves forward, the City will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in reviewing the Relocation Plan and monitoring the relocation assistance program;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval; and
5. Include written or oral comments concerning the Plan as an attachment (**Exhibit D**) when it is forwarded to the City Council for approval.

## **F. PROJECTED DATE OF DISPLACEMENT**

The City anticipates that a date specific Notices to Vacate will not be issued prior to November 2015. No occupant will be required to vacate without a minimum of 90 days' notice. However, an occupant may choose to vacate prior to a vacate notice being issued, once they have received their Notice of Eligibility, and be assured they will receive any relocation assistance to which they may be entitled.

## **G. ESTIMATED RELOCATION COSTS**

The total budget estimate for relocation-related payments for this Project, including a 10 percent contingency, is **\$71,000**.

The estimated relocation budget does not include any payments related to property acquisition. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project.

If the Project is to be implemented, and circumstances arise that should change either the number of displaced occupants, or the nature of their activity, the City will authorize any additional compensable funds that may need to be appropriated. The City pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project, including funds necessary for Last Resort Housing as indicated in Section IV, E of this Plan to meet its obligation under the relocation regulations.

**EXHIBIT A**  
**RESIDENTIAL INTERVIEW FORM**





## Residential Relocation Interview

Client/Project:		Case ID:			
Site Address:		Total occupants:	Interview Date:	<input type="checkbox"/> Unoccupied	
City, St, ZIP:			Interviewer:	<input type="checkbox"/> No Contact	
<b>INDIVIDUAL OCCUPANTS (use additional pages as needed)</b>					
1. Name:		Gender: F M	Employer/School:		
Relationship (list 1): HEAD OF HOUSEHOLD	<input type="checkbox"/> ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
2. Name:		Gender: F M	Employer/School:		
Relationship (list 1):	<input type="checkbox"/> ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
3. Name:		Gender: F M	Employer/School:		
Relationship (list 1):	<input type="checkbox"/> ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
4. Name:		Gender: F M	Employer/School:		
Relationship (list 1):	<input type="checkbox"/> ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
5. Name:		Gender: F M	Employer/School:		
Relationship (list 1):	<input type="checkbox"/> ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					
6. Name:		Gender: F M	Employer/School:		
Relationship (list 1):	<input type="checkbox"/> ID verified	Income srce (list 2):	Income/empl. description:	Hire/start date:	Mo Income:
Lawful presence (list 3):	Date of birth:				
Phone/fax/email:	Move-in date:				
Notes/special needs:					

DWELLING			HOUSEHOLD		
Mailing Address:			<input type="checkbox"/> Primary residence of all occupants? (If not, explain in notes)		
City, St, ZIP:			<input type="checkbox"/> Can someone read/understand English? If not, language:		
Carbon Copy Address:			Race/Ethnicity: <input type="checkbox"/> American Indian/Alaskan <input type="checkbox"/> Asian		
City, St, ZIP:			<input type="checkbox"/> Black/African-American <input type="checkbox"/> Hawaiian/Pacific Islander		
Dwelling Type (list 4):			<input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> White <input type="checkbox"/> Other <input type="checkbox"/> Mixed		
Bedrooms:	Attic/Utility/Storage:	Approx Sq Ft:	Subscribe to: <input type="checkbox"/> Land phone <input type="checkbox"/> TV service <input type="checkbox"/> Internet		
Kitchen:	Basement:	Bathrooms:	<input type="checkbox"/> Home-based business? (describe in notes)		
Living/family rooms:	Garage:	Garage Spaces:	<input type="checkbox"/> Rent rooms in dwelling? (describe in notes)		
Dining room:	Other/Extra:	Carport Spaces:	<input type="checkbox"/> On fixed income or public assistance? (describe in Occupants)		
Den/Office:	Total physical and content rooms to move:	Parking Spaces:	<input type="checkbox"/> Disabled occupants? (describe modifications/needs in Occupants)		
Total Rooms:		Number of cars:	Replacement site <u>special</u> needs (mark and describe in Notes)		
Air Cond: <input type="checkbox"/> Central <input type="checkbox"/> Wall/Window <input type="checkbox"/> Heat Pump <input type="checkbox"/> Evap./Swamp <input type="checkbox"/> None			<input type="checkbox"/> Employment access <input type="checkbox"/> Shopping		
Heating: <input type="checkbox"/> FAU <input type="checkbox"/> Radiant <input type="checkbox"/> Hot Water <input type="checkbox"/> Space Htr <input type="checkbox"/> Solar <input type="checkbox"/> Heat Pump			<input type="checkbox"/> Public transport <input type="checkbox"/> Religious		
Dwelling Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			<input type="checkbox"/> Medical facilities/services <input type="checkbox"/> Social/Public services		
Neighborhood Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			<input type="checkbox"/> School needs <input type="checkbox"/> Relatives/Ethnic		
Amenities:			<input type="checkbox"/> Childcare <input type="checkbox"/> Other special needs		
			<input type="checkbox"/> All occupants to move to the same dwelling? (If not, explain in notes)		
TENANT			Replacement dwelling preference: <input type="checkbox"/> Rent <input type="checkbox"/> Buy		
Rent terms: <input type="checkbox"/> Month-Month <input type="checkbox"/> Lease, months left:			Can relocate from: <input type="checkbox"/> Neighborhood <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State		
<input type="checkbox"/> Rent reduced in exchange for service		<input type="checkbox"/> Unit furnished by tenant	Preferred relocation areas:		
Monthly contract rent: \$		Security deposit: \$	HOMEOWNER		
Landlord/manager name/ph:			Lot Size (sq ft):	Date purchased:	Age (yrs):
<input type="checkbox"/> Written rental agreement available?		<input type="checkbox"/> Rent receipts available?	<input type="checkbox"/> Own clear with no mortgages/loans		# of stories:
<input type="checkbox"/> Receiving Section 8 or other housing assistance?			1st Loan Information		2nd Loan Information
Caseworker name/ph:			Lender:		Lender:
Monthly tenant portion of rent: \$			Loan Type (list 5):		Loan Type (list 5):
Annual family/child care expenses to allow work: \$			Current % Rate:		Current % Rate:
Annual non-reimbursed medical expenses: \$			Principal Balance: \$		Principal Balance: \$
Annual non-reimb. handicapped assistance expenses: \$			Original Date:		Original Date:
Utilities paid by tenant:		Pets:	Remaining months:		Remaining months:
<input type="checkbox"/> Gas: \$		Energy source: Gas Electr Oil Other Cooking Stove: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Water Heater: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Space Heat: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Air Conditioning: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Monthly P&I payment:		Monthly P&I payment:
<input type="checkbox"/> Electric: \$			MOBILE HOME		
<input type="checkbox"/> Water: \$			Pad space: <input type="checkbox"/> Rent <input type="checkbox"/> Own		Coach: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<input type="checkbox"/> Sewer: \$			Pad rent: \$		Make/Model:
<input type="checkbox"/> Trash: \$			Coach length (ft):		Year:
<input type="checkbox"/> NONE		Coach width (ft):		Decal #:	

[illegible]

Page 3

## EXHIBIT B

### HUD INCOME LIMITS – ORANGE COUNTY

The following figures are approved by the U. S. Department of Housing and Urban Development (H.U.D.) for use in the **County of Orange** to define and determine housing eligibility by income level.

<b>Area Median: \$84,100</b>			
<b>Family Size</b>	<b>Extremely Low</b>	<b>Very Low</b>	<b>Lower</b>
<b>1 Person</b>	19,250	32,050	51,250
<b>2 Person</b>	22,000	36,600	58, 600
<b>3 Person</b>	24,750	41,200	65,900
<b>4 Person</b>	27,450	45,750	73,200
<b>5 Person</b>	29,650	49,450	79,100
<b>6 Person</b>	31,850	53,100	84,950
<b>7 Person</b>	34,050	56,750	90,800
<b>8 Person</b>	36,250	60,400	96,650

Figures are per the Department of Housing and Urban Development, 2015.

**EXHIBIT C**  
**RESIDENTIAL INFORMATION STATEMENT**

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# Relocation Assistance Informational Statement for Families and Individuals

(CA State)

Displacing Agency:  
**The City of Garden Grove**

Project Name:  
**Site "C" Project**

Displacing City Representative:



**Overland, Pacific & Cutler, Inc.**  
**3750 Schauffele Ave., Suite 150**  
**Long Beach, CA 90808**  
**Phone: (562) 304-2000**

## Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

**Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.**

# Informational Statement for Families and Individuals

(CA State)

## **1. GENERAL INFORMATION**

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING.** However, if you desire to move sooner than required, you must contact your agent at Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

**Please continue to pay your rent to the Displacing Agency, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive.**

## **2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING**

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

## **3. MOVING BENEFITS**

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

**A. Fixed Moving Payment (Self-Move)**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from \$450.00 for one furnished room to \$2,365.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

<b>Fixed Moving Schedule CALIFORNIA (Effective 2015)</b>	
<b>Occupant Owns Furniture:</b>	
1 room	\$725
2 rooms	\$930
3 rooms	\$1,165
4 rooms	\$1,375
5 rooms	\$1,665
6 rooms	\$1,925
7 rooms	\$2,215
8 rooms	\$2,505
Each additional room	\$265
<b>Occupant does NOT Own Furniture:</b>	
1 room	\$475
Each additional room	\$90

**B. Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a "mover" scope of services for Displacing Agency approval.

**4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS**

You may be eligible for a payment of up to \$5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

**A. Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

**- OR -**

**B. Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures necessary to apply for this payment.



Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

## **5. SECTION 8 TENANTS**

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation agent will provide counseling and other advisory services along with moving benefits.

## **6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS**

A. If you own and occupy a dwelling to be purchased by the Displacing Agency for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to \$22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:

1. **Purchase Price Differential** - An amount which, when added to the amount for which the Displacing City purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling. Your relocation agent will explain both methods to you.
2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation agent will explain limiting conditions.
3. **Incidental Expenses** - Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.

B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

## **7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS**

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:

- a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; **or**
- b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

## **8. LAST RESORT HOUSING ASSISTANCE**

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

## **9. RENTAL AGREEMENT**

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

## **10. EVICTIONS**

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the City will be required to move without having been provided with at least 90 days written notice from the City. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

## **11. APPEAL PROCEDURES - GRIEVANCE**

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

## **12. TAX STATUS OF RELOCATION BENEFITS**

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **13. NON-DISCRIMINATION AND FAIR HOUSING**

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

## **14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE**

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at Overland, Pacific & Cutler.

## **EXHIBIT D**

### **PUBLIC COMMENTS AND RESPONSES**

**There were no public comments received during the 30-day public review and comment period between Tuesday, December 8, 2015 and Thursday, January 7, 2016.**

## City of Garden Grove

# INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kathy Bailor
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of Warrants. (Action Item)	Date:	3/8/2016

Attached are the Payroll and Regular warrants submitted for approval.

**ATTACHMENTS:**

Description	Upload Date	Type	File Name
Warrants	3/2/2016	Backup Material	cc_warrants.pdf

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
596278	NGO, KIM	REV & VOID	-794.00 *
599506	TANG, KIM VAN	REV & VOID	-1,563.00 *
599674	SUNRUN, INC	REV & VOID	-136.87 *
599693	HENRY DAO	REV & VOID	-136.87 *
600137	MILE SQUARE GOLF COURSE	REV & VOID	-900.00 *
600190	FLORES JR, MANUEL	MED TRUST REIMB	1,951.80 *
600191	GARCIA, SYLVIA	MED TRUST REIMB	1,230.00 *
600192	MURAD, BASIL	MED TRUST REIMB	1,000.06 *
600193	SCHAEFER, NICK	L/S/A TRANSPORTATION	44.25 *
600194	SPARGUR *, JEFFREY T	MED TRUST REIMB	196.76 *
600195	SPILLMAN TECHNOLOGIES	TUITION/TRAINING	530.00 *
600196	TIME WARNER CABLE	NETWORK COMMUNICT	834.00 *
600197	WEISS, MARK S	MED TRUST REIMB	364.64 *
600198	VALDIVIA, CLAUDIA	MED TRUST REIMB	221.42 *
600199	AARON HANSEN	MED TRUST REIMB	104.28 *
600200	CSMFO	TUITION/TRAINING	450.00 *
600201	M. GANNON ECKHARDT	MED TRUST REIMB	255.80 *
600202	TRUONG, ELAINE	DEP CARE REIMB	384.00 *

PAGE TOTAL FOR "\*" LINES = 4,036.27

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600203	HANES*, CARRIE	MED TRUST REIMB	283.00 *
600204	MARK S. ROSEN CLIENT TRUST	LIAB.CLAIMS PAYMENT	18,000.00 *
600205	SHENKMAN & HUGHES CLIENT TRUST	LIAB.CLAIMS PAYMENT	290,000.00 *
600206	LIZ VASQUEZ	DEP CARE REIMB	96.23 *
600207	TRIMBLE, EMILY	MED TRUST REIMB	225.00 *
600208	VICTORIA, ROD	EMPL COMPUTER PURCH	2,486.92 *
600209	ABM SERVICES, INC.	MAINT OF REAL PROP	771.77 *
600210	ADVANCED EQUIPMENT CORPORATION	OTHER MAINT ITEMS	384.00 *
600211	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	530.51 *
600212	ALCO TARGET COMPANY	OTHER PROF SUPPLIES	220.53 *
600213	CITY OF ANAHEIM DIVISION OF COLLECTION	MAINT OF REAL PROP	420.00 *
600214	ANGELUS QUARRIES, INC.	AGGREGATES/MASONRY	2,320.47 *
600215	AQUA-METRIC SALES, CO.	WHSE INVENTORY	11,561.18 *
600216	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	2,201.37 *
600217	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	615.06 *
600218	CAMERON WELDING SUPPLY	OTHER MINOR TOOLS/EQ	25.54 *
600219	COMLINK LASERCARE	REPRO SUPPLIES	723.60 *
600220	EDWARD MEDICAL GROUP	MEDICAL SERVICES	1,208.00 *
600221	FEDERAL EXPRESS CORP	DELIVERY SERVICES	25.84 *
600222	FRYE SIGN CO	MOTOR VEH PARTS	665.00 *
600223	FIRST BANKCARD UNION BANK OF CALIFORNIA	FOOD	104.93

PAGE TOTAL FOR "\*" LINES = 332,764.02

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		BOTTLED WATER	36.20
			141.13 *
600224	FIRST BANKCARD UNION BANK OF CALIFORNIA	UNIFORMS	268.92
		BOTTLED WATER	43.90
		OTHER FOOD ITEMS	18.32
		ELECTRICAL SUPPLIES	17.98
		OFFICE SUPPLIES/EXP	866.99
		SIGNS/FLAGS/BANNERS	306.60
			1,522.71 *
600225	REPUBLIC SERVICES #676	TRASH/CLEANING SERV	10.28 *
600226	HD SUPPLY WATERWORKS, LTD.	MOTOR VEH PARTS	313.21 *
600227	HYDRO-SCAPE PRODUCTS INC	PIPES/APPURTENANCES	506.07
		OTHER MAINT ITEMS	42.93
			549.00 *
600228	LIFECOM SAFETY SERVICE & SUPPLY	SAFETY EQ/SUPPLIES	642.21 *
600229	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	MAINT-SERV CONTRACTS	2,359.63 *
600230	ORANGE COUNTY CONSERVATION CORP	OTHER PROF SERV	777.00 *
600231	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	110.00 *
600232	QUINN POWER SYSTEMS ASSOCIATES	REPAIRS-FURN/MACH/EQ	1,104.73 *
600233	SPARKLETTS	BOTTLED WATER	21.87 *
600234	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	721.51 *
600235	FIRST BANKCARD UNION BANK OF CALIFORNIA	REPAIRS-FURN/MACH/EQ	129.00
		OTHER FOOD ITEMS	30.43
		OTHER MINOR TOOLS/EQ	16.12
			175.55 *
600236	FIRST BANKCARD UNION BANK OF CALIFORNIA	TAXES/LICENSES	245.96
		OTHER MINOR TOOLS/EQ	486.88
			732.84 *
600237	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	LABORATORY CHEMICALS	1,545.22 *

PAGE TOTAL FOR "\*" LINES = 10,726.89



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600238	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	609.95 *
600239	WAXIE SANITARY SUPPLY	WHSE INVENTORY	671.72 *
600240	FERGUSON ENTERPRISES, INC.	PIPES/APPURTENANCES	115.55 *
600241	ULINE INC.	GEN PURPOSE TOOLS	174.72 *
600242	BADOUD, TOM	OTHER PROF SERV	30.00 *
600243	WAUKESHA-PEARCE INDUSTRIES	OTHER MAINT ITEMS	256.50 *
600244	SCHORR METALS, INC.	MOTOR VEH PARTS	152.95 *
600245	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	188.78
		NSP HOME IMP GRANT	67.50
			256.28 *
600246	TRISKELION EVENT SERVICES, INC.	OTHER PROF SERV	656.25 *
600247	VN-US IMMIGRATION & SERVICES	OTHER PROF SERV	237.12 *
600248	CLA-VAL C/O GRISWOLD INDUSTRIES	OTHER MAINT ITEMS	210.61 *
600249	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	1,080.00 *
600250	FIRST BANKCARD UNION BANK OF CALIFORNIA	OTHER FOOD ITEMS	17.20 *
600251	FIRST BANKCARD UNION BANK OF CALIFORNIA	NETWORKING SERVICES	74.12
		REGISTRATION FEES	80.00
		PAPER/ENVELOPES	354.74
		NETWORKING SUPPLIES	106.94
		OFFICE SUPPLIES/EXP	289.44
		NETWORKING EQUIP	84.89
			990.13 *
600252	PETTY CASH - FINANCE	MABEL PADILLA, #50321	5.00
		GAYNOR'S LOUNGE VOID	-70.00
		PHUONG HOANG SEAFOOD RESTAURA	5.00
		BARTS PUB & GRILL	5.00
		ABSOLUTE AUTO	5.00
		SAKONE LEISA THAVIKITH	25.00

PAGE TOTAL FOR "\*" LINES = 5,458.98

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		QUALITY CONSERVATION SERVICES	45.00
		JULIE H VU	25.30
		LUIS MADRIGAL	86.00
		THUY BUI/KIM KEIN T DANG	46.05
		KEINA DUENAS	10.69
		HENRY CHAO REIMBURSEMENT	16.00
		HARRY WONG REIMBURSEMENT	32.00
		ELLIS CHANG REIMBURSEMENT	16.00
		CLAUDIA FLORES REIMBURSEMENT	32.00
		MARGARITA ABOLA REIMBURSEMENT	15.65
			299.69 *
600253	OVERLAND, PACIFIC & CUTLER INC.	RELOCATION SERVICES	86.25 *
600254	FIRST BANKCARD UNION BANK OF CALIFORNIA	POSTAGE	31.01
		OTHER CONF/MTG EXP	259.78
		TUITION/TRAINING	776.45
		OTHER MINOR TOOLS/EQ	34.46
			1,101.70 *
600255	COUNTY OF ORANGE	OTHER CONF/MTG EXP	160.00 *
600256	CPPA MEMBERHSIP	DUES/MEMBERSHIPS	135.00 *
600257	LEYVA, RAUL	TUITION REIMB	344.61 *
600258	KUHLMAN, SCOTT	TUITION REIMB	2,800.00 *
600259	GASSER-OLDS CO., INC.	OTHER REC/CULT SUPP	1,026.78 *
600260	HERNANDEZ, GARY	MED TRUST REIMB	215.00 *
600261	LOWE*, SCOTT T	MED TRUST REIMB	300.00 *
600262	OVERLAND, PACIFIC & CUTLER INC.	RELOCATION SERVICES	268.75 *
600263	RUITENSCHILD, LES	DEP CARE REIMB	183.80 *
600264	FIRST BANKCARD UNION BANK OF CALIFORNIA	TRUST FUND EXPEND	53.34
		FACT:YTH ENRCH	60.00
		FACT:TLFR FAM FUN	100.00
		FACT:PROGRAM EXP	114.58
		FACT:CAC EXP	85.88

PAGE TOTAL FOR "\*" LINES = 6,921.58

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		FOOD	157.64
		OTHER FOOD ITEMS	37.54
		OTHER MAINT ITEMS	125.73
		OTHER MINOR TOOLS/EQ	162.05
		OTHER REC/CULT SUPP	67.12
			963.88 *
600265	CSMFO	REGISTRATION FEES	120.00 *
600266	ALBARRAN, JUDY	TRUST FUND EXPEND	240.00 *
600267	C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS	DISABILITY INSURANCE	595.50 *
600268	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	93.00 *
600269	DELGADO, JUAN	TRAVEL ADVANCE-P.D.	170.20 *
600270	GARCIA, PETE	TRAVEL ADVANCE-P.D.	200.00 *
600271	GOLDEN WEST COLLEGE CRIMINAL JUSTICE TRAINING CENTER	TUITION/TRAINING	3,340.00 *
600272	LEE, GRACE	MED TRUST REIMB	200.00
		DEP CARE REIMB	192.30
			392.30 *
600273	LOPEZ, DAVID	TRAVEL ADVANCE-P.D.	80.79 *
600274	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
600275	RESIDENCE INN HUNTINGTON BEACH RESIDENCE INN BY MARRIOTT LLCLODGING		1,579.68 *
600276	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
600277	RUITENSCHILD, LES	DEP CARE REIMB	8.50 *
600278	FIRST BANKCARD UNION BANK OF CALIFORNIA	ADVERTISING	154.07
		DUES/MEMBERSHIPS	99.00
		TUITION/TRAINING	30.75
		OFFICE SUPPLIES/EXP	280.26
			564.08 *
600279	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *

PAGE TOTAL FOR "\*" LINES = 9,287.16

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600280	HODSON, AARON	DEP CARE REIMB	138.46 *
600281	CO. OF ORANGE	WAGE ATTACHMENT	276.92 *
600282	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
600283	TRAVELTECH ENTERPRISES	TRUST FUND EXPEND	100.00 *
600284	JOHNSON, JASON	TRAVEL ADVANCE-P.D.	502.52 *
600285	THOMAS CAPPS	TRAVEL ADVANCE-P.D.	502.52 *
600286	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
600287	CO. OF ORANGE	WAGE ATTACHMENT	831.00 *
600288	PRADO FAMILY SHOOTING RANGE	TUITION/TRAINING	180.00 *
600289	DESBIENS, RICHARD	TRAVEL ADVANCE-P.D.	390.86 *
600290	BICKMORE RISK SERVICES AND CONSULTING	ACCTG/AUDITING	5,500.00 *
600291	ELHAMI, MICHAEL	TRAVEL ADVANCE	502.52 *
600292	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	1,782.63 *
600293	RCS INVESTIGATIONS & CONSULTING	OTHER PROF SERV	5,891.26 *
600294	THE ORANGE COUNTY REGISTER	ADVERTISING	325.95 *
600295	VOID WARRANT		
600296	SPARKLETTS	BOTTLED WATER	9.99 *
600297	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	903.84 *
600298	TRITON TECHNOLOGY SOLUTIONS INC	OTHER PROF SERV	667.94 *
600299	COMMERCIAL DOOR OF ORANGE COUNTY, INC.	OTHER PROF SUPPLIES	966.08 *
600300	ARIONUS, JOSH	DUES/MEMBERSHIPS	80.00 *

PAGE TOTAL FOR "\*" LINES = 19,719.99

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600301	CANNON, TIMOTHY	DUES/MEMBERSHIPS	60.00 *
600302	NWN CORPORATION	OFFICE SUPPLIES/EXP	120.05 *
600303	CULVER COMPANY	OTHER EDUCATION EXP	1,109.30 *
600304	HERNANDEZ, GARY	MED TRUST REIMB	1,064.99 *
600305	THE INSTITUTE OF INTERNAL AUDITORS	DUES/MEMBERSHIPS	140.00 *
600306	AQUA-METRIC SALES, CO.	WHSE INVENTORY	49,412.16 *
600307	COMLINK LASERCARE	OFFICE SUPPLIES/EXP	333.72 *
600308	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	78.20 *
600309	i.i. FUELS, INC	MV GAS/DIESEL FUEL	9,623.92 *
600310	LA HABRA FENCE CO, INC.	MAINT OF REAL PROP	1,370.00 *
600311	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	14,540.58 *
600312	NIAGARA PLUMBING	PIPES/APPURTENANCES	32.62 *
600313	ORANGE COUNTY SANDBAGGER	AGGREGATES/MASONRY	696.60 *
600314	QUEST DIAGNOSTICS INC	MEDICAL SERVICES	105.96 *
600315	THE ORANGE COUNTY REGISTER	ADVERTISING	282.00 *
600316	AT&T GLOBAL SERVICES INC	TELEPHONE	1,151.37 *
600317	BERGARA, BOB	MEDICAL SERVICES	0.00 *
600318	O'REILLY AUTO PARTS	MOTOR VEH PARTS	3,160.49 *
600319	R DEPENDABLE CONST INC	MAINT OF REAL PROPERTY	970.00 *
600320	FAIR HOUSING FOUNDATION	CONTRACTUAL SERV	2,044.77 *
600321	HOSHIZAKI WESTERN PENGUIN SERV-ICE	MINOR FURN/EQUIP	7,620.59 *
600322	SOUTHERN COMPUTER WAREHOUSE, INC	MINOR FURN/EQUIP	3,580.19 *

PAGE TOTAL FOR "\*" LINES = 97,497.51

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600323	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	9,456.00 *
600324	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	2,598.85 *
600325	S.C. YAMAMOTO, INC.	MAINT OF REAL PROP	8,711.66 *
600326-600329	VOID WARRANTS		
600330	AT&T	TELEPHONE	75,636.90 *
600331	VOID WARRANT		
600332	SO CALIF EDISON CO	ELECTRICITY	24,518.12 *
600333	TIME WARNER CABLE	CABLE	80.83 *
600334	VERIZON CALIFORNIA	TELEPHONE/BEEPERS	627.93 *
600335	BOGUE JR., ROBERT L	TRAVEL ADVANCE-P.D.	104.90 *
600336	KOVACS, TIMOTHY P.	TRAVEL ADVANCE-P.D.	290.55 *
600337	RIVERSIDE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	197.00 *
600338	VISCOMI, MICHAEL	TRAVEL ADVANCE-P.D.	134.65 *
600339	WAINWRIGHT*, JONATHAN B.	TRAVEL ADVANCE-P.D.	31.47 *
600340	MEMA ATTN: CRAIG CROWDER	DUES/MEMBERSHIPS	770.00 *
600341	CSULB FOUNDATION	TUITION/TRAINING	1,033.00 *
600342	D-PREP, LLC	TUITION/TRAINING	674.00 *
600343	ORANGE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	15.00 *
600344	BAZZ HOUSTON CO.	WIRE/METALS	486.00 *
600345	ANGELINA GRANADO	DEPOSIT REFUND	12,711.29 *
600346	A-1 ALL AMERICAN ROOFING CO	BLDG PERMIT REFUND	177.42 *
600347	VHB NAPA, LLC FAIRFIELD INN & SUITES	LODGING	654.36 *

PAGE TOTAL FOR "\*" LINES = 138,909.93

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600348	SAN DIEGO REGIONAL TRAINING CENTER	TUITION/TRAINING	525.00 *
600349	ALBARRAN, JUDY	TRUST FUND EXPEND	300.00 *
600350	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	6,547.39 *
600351	BASC GROUP, INC.	BOOKS/SUBS/CASSETTES	1,980.00 *
600352	COASTLINE EQUIPMENT	OTHER MAINT ITEMS	2,661.07 *
600353	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	4,044.00 *
600354	FARMER BROTHERS CO.	OTHER FOOD ITEMS	348.24 *
600355	FEDERAL EXPRESS CORP	DELIVERY SERVICES	60.06 *
600356	GBS LINENS	LAUNDRY SERVICES	1,813.84 *
600357	i.i. FUELS, INC	MV GAS/DIESEL FUEL	3,155.60 *
600358	R.J. NOBLE COMPANY	STREET CONSTR CONT	4,528.02 *
600359	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	1,523.61 *
600360	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	1,334.47 *
600361	SOUTH COAST A.Q.M.D	PERMITS/OTHER FEES	467.98 *
600362	GRAINGER	GEN PURPOSE TOOLS	122.48 *
600363	SARMIENTO, ADRIAN	DUES/MEMBERSHIPS	50.00 *
600364	TUSTIN POLICE DEPARTMENT ATTN: KRISTIN MILLER-CALEA	DUES/MEMBERSHIPS	100.00 *
600365	CSMFO	TUITION/TRAINING	225.00 *
600366	THORPE, DON	BOOKS/SUBS/CASSETTES	257.58 *
600367	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	OTHER MAINT ITEMS	77.11 *
600368	INFOSEND, INC.	POSTAGE	5,912.03
		DELIVERY SERVICES	647.38
			6,559.41 *

PAGE TOTAL FOR "\*" LINES = 36,680.86

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600369	ALAN'S LAWN AND GARDEN CENTER INC.	REPAIRS-FURN/MACH/EQ	175.92
		MOTOR VEH PARTS	462.56
		HARDWARE	4.54
			643.02 *
600370	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	389.44 *
600371	CAMERON WELDING SUPPLY	FACT:PROGRAM EXP	19.47 *
600372	CEMEX	AGGREGATES/MASONRY	3,835.86 *
600373	SUPPLYWORKS	WHSE INVENTORY	868.32 *
600374	CLEANSTREET	STREET SWEEPING SERV	332.50 *
600375	COOPERATIVE PERSONNEL SERVICES DEPT	TUITION/TRAINING	739.00 *
600376	DOCUMEDIA GROUP	PAPER/ENVELOPES	1,998.00 *
600377	FLOWERS BY CINA, INC.	OTHER AGR SUPPLIES	86.40 *
600378	FORD OF ORANGE	MOTOR VEH PARTS	852.79 *
600379	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	17.70
		GUNS/AMMUNITION	45.12
			62.82 *
600380	LORRAINE MENDEZ & ASSOCIATES, LLC	OTHER PROF SERV	722.50 *
600381	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	369.80 *
600382	R.J. NOBLE COMPANY	STREET CONSTR CONT	86,032.40 *
600383	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	549.93 *
600384	PEST OPTIONS, INC.	NON-SPEC CONTR SERV	881.98 *
600385	ROSEBURROUGH TOOL, INC.	AGGREGATES/MASONRY	269.46 *
600386	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	1,125.00 *
600387	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	968.26 *

PAGE TOTAL FOR "\*" LINES = 100,746.95



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600388	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
600389	SUNBELT RENTALS	HEAVY EQUIP RENTAL	597.53 *
600390	UNIFIRST CORP	LAUNDRY SERVICES	1,082.09 *
600391	UNITED PARCEL SERVICE	DELIVERY SERVICES	51.54 *
600392	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,771.41 *
600393	GRAINGER	WHSE INVENTORY	1,113.94
		ELECTRICAL SUPPLIES	538.00
		GEN PURPOSE TOOLS	208.86
		OTHER MINOR TOOLS/EQ	330.57
		HARDWARE	70.69
			2,262.06 *
600394	WALTERS WHOLESALE ELECTRIC	MAINT OF REAL PROP	91.03
		LEGAL FEES	6.90
		ELECTRICAL SUPPLIES	463.62
			561.55 *
600395	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	335.40 *
600396	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	150.00 *
600397	YELLOW CAB COMPANY	L/S/A TRANSPORTATION	160.00 *
600398	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	74.91 *
600399	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	279.94 *
600400	TRAFFIC MANAGEMENT INC	SIGNS/FLAGS/BANNERS	190.08 *
600401	DARTCO	MOTOR VEH PARTS	133.42 *
600402	ECOLOGICAL FERTIGATION, INC.	MAINT OF REAL PROP	990.00 *
600403	MASTER WASH INC	MOTOR VEHICLE MAINT	559.60 *
600404	SHAMROCK SUPPLY COMPANY, INC	WHSE INVENTORY	1,982.91 *
600405	MARK ANDY PRINT PRODUCTS	REPRO SUPPLIES	491.40 *

PAGE TOTAL FOR "\*" LINES = 12,248.84

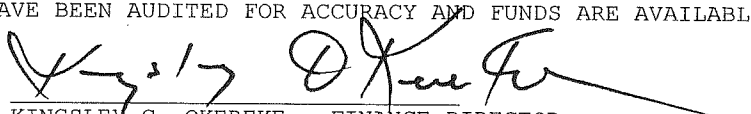
## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/24/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600406	HONEYWELL ANALYTICS, INC.	REPAIRS-FURN/MACH/EQ	625.00 *
600407	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	1,285.10 *
600408	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	383.98 *
600409	CRAFCO INC. DEPT #2279	ASPHALT PRODUCTS	1,518.26 *
600410	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	76.04 *
600411	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	2,000.00 *
W1547	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	4,444.43 *

PAGE TOTAL FOR "\*" LINES = 10,332.81

FINAL TOTAL 785,331.79 \*

DEMANDS #600190 - 600411 AND WIRE W1547 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL FEBRUARY 24, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



KINGSLEY C. OKEREKE - FINANCE DIRECTOR

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600412	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	2,709.00 *
600413	1939 WALLACE, LP	RENT SUBSIDY	1,093.00 *
600414	2012 NHAN HOANG REVOCABLE TRST	RENT SUBSIDY	1,091.00 *
600415	2555 WEST WINSTON ROAD, LP	RENT SUBSIDY	2,277.00 *
600416	8080 BEVER PLACE-NEGBA LLC C/O LRS	RENT SUBSIDY	427.00 *
600417	VOID WARRANT		
600418	ADAMS, WILLIAM C/O KK & ASSOCIATES	RENT SUBSIDY	650.00 *
600419	ADRIATIC APTS C/O MANAGER	RENT SUBSIDY	818.00 *
600420	AEGEAN APARTMENTS C/O STERLING PROPERTY MGMT	RENT SUBSIDY	4,678.00 *
600421	AGUIAR, MARIA	RENT SUBSIDY	762.00 *
600422	ALPINE APTS	RENT SUBSIDY	4,881.00 *
600423	AMERICAN FAMILY HOUSING	RENT SUBSIDY	2,437.00 *
600424	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	633.00 *
600425	ANAHEIM REVITALIZATION PARTNERS LP	RENT SUBSIDY	1,109.00 *
600426	AOU, CHUNG NAN	RENT SUBSIDY	704.00 *
600427	ARJON, TIMOTEO	RENT SUBSIDY	2,865.00 *
600428	ATTIA, EIDA A	RENT SUBSIDY	1,373.00 *
600429	AUDUONG, PAUL	RENT SUBSIDY	1,500.00 *
600430	AYERS, MARILISA BRADFORD	RENT SUBSIDY	780.00 *
600431	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	1,603.00 *
600432	BAROT, JITENDRA P	RENT SUBSIDY	600.00 *
600433	BARRON COUNTY HA	RENT SUBSIDY	281.10 *

PAGE TOTAL FOR "\*" LINES = 33,271.10

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600434	BARRY SAYWITZ PROP TWO,LP	RENT SUBSIDY	5,875.00 *
600435	BEACH CREEK APARTMENTS C/O C&R MANAGEMENT COMPANY	RENT SUBSIDY	1,000.00 *
600436	BHATT, N C	RENT SUBSIDY	1,299.00 *
600437	BIDWELL, KIM OANH	RENT SUBSIDY	1,135.00 *
600438	BOOTH, JAMES	RENT SUBSIDY	691.00 *
600439	BOWEN PROPERTY, LLC	RENT SUBSIDY	1,025.00 *
600440	BOZARJIAN, RICHARD	RENT SUBSIDY	2,488.00 *
600441	BROWN, SHARON OR NORMAN	RENT SUBSIDY	2,335.00 *
600442	BUI JR, RICHARD	RENT SUBSIDY	4,315.00 *
600443	BUI JR, RICHARD	RENT SUBSIDY	705.00 *
600444	BUI, BINH N.	RENT SUBSIDY	1,439.00 *
600445	BUI, DANG THANH	RENT SUBSIDY	1,059.00 *
600446	BUI, JIMMY QUOC	RENT SUBSIDY	3,400.00 *
600447	BUI, LAI	RENT SUBSIDY	763.00 *
600448	BUI, LAN HUYNH NGOC	RENT SUBSIDY	682.00 *
600449	BUI, MINH Q	RENT SUBSIDY	1,490.00 *
600450	BUI, PHAT	RENT SUBSIDY	1,604.00 *
600451	BUI, SON MINH	RENT SUBSIDY	1,847.00 *
600452	BUI, SON VAN	RENT SUBSIDY	1,720.00 *
600453	BUI, THOA KIM C/O CALIFORNIA NETWORK REALTY	RENT SUBSIDY	47.00 *
600454	BUI, TINH TIEN	RENT SUBSIDY	886.00 *
600455	BUI, VU DINH	RENT SUBSIDY	830.00 *

PAGE TOTAL FOR "\*" LINES = 36,635.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600456	BUI,NGA GIANG	RENT SUBSIDY	802.00 *
600457	CALAIS, LLC	RENT SUBSIDY	661.00 *
600458	CALIFORNIA APTS	RENT SUBSIDY	244.00 *
600459	CALKINS, RONALD	RENT SUBSIDY	1,019.00 *
600460	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	955.00 *
600461	CAO, PHUOC GIA	RENT SUBSIDY	848.00 *
600462	CEDAR CREEK APARTMENT HOMES	RENT SUBSIDY	755.00 *
600463	CENTURY CRESCENT, LLC	RENT SUBSIDY	1,764.00 *
600464	CHANG, WARREN	RENT SUBSIDY	749.00 *
600465	CHANTECLAIR APTS	RENT SUBSIDY	853.00 *
600466	CHAU, TU KHA	RENT SUBSIDY	868.00 *
600467	CHELSEA COURT APTS	RENT SUBSIDY	1,091.00 *
600468	CHEN, PHAN SHIN	RENT SUBSIDY	1,558.00 *
600469	CHEN, SHIAO-YUNG	RENT SUBSIDY	5,895.00 *
600470	CHEN, T C	RENT SUBSIDY	33,412.00 *
600471	CHERRY WEST PROPERTIES	RENT SUBSIDY	2,220.00 *
600472	CHUNG, NICHOLAS	RENT SUBSIDY	1,231.00 *
600473	CHUNG, SEKYUNG	RENT SUBSIDY	2,545.00 *
600474	CO, PONCH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	794.00 *
600475	CO, TRUC	RENT SUBSIDY	862.00 *
600476	COMMUNITY GARDENS PARTNERS LP	RENT SUBSIDY	592.00 *
600477	CONCEPCION, RODRIGO C/O LOTUS PROPERTY SERVICES	RENT SUBSIDY	830.00 *

PAGE TOTAL FOR "\*" LINES = 60,548.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600478	CONCORD MGMT LLC	RENT SUBSIDY	745.00 *
600479	CORNER CAPITAL INVESTMENTS C/O DROUIN REALTY	RENT SUBSIDY	797.00 *
600480	COURTYARD VILLAS	RENT SUBSIDY	8,918.00 *
600481	CRESTWOOD ON 7, LLC	RENT SUBSIDY	2,910.00 *
600482	CROSS CREEK	RENT SUBSIDY	3,109.00 *
600483	CU, LARRY Q	RENT SUBSIDY	1,051.00 *
600484	CURTIS PROPERTIES, INC	RENT SUBSIDY	793.00 *
600485	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	8,917.00 *
600486	DANG, ANNIE	RENT SUBSIDY	1,895.00 *
600487	DANG, KHANH	RENT SUBSIDY	974.00 *
600488	DANG, DAVID	RENT SUBSIDY	1,307.00 *
600489	DAO, JOSEPH N	RENT SUBSIDY	1,009.00 *
600490	DE MIRANDA MANAGEMENT	RENT SUBSIDY	2,466.00 *
600491	DEERFIELD APARTMENTS	RENT SUBSIDY	499.00 *
600492	DEERING II FAMILY L.P. C/O EMPIRE PROPERTY MANAGEMENT	RENT SUBSIDY	2,398.00 *
600493	DELAWARE COUNTY HOUSING AUTH.	RENT SUBSIDY	1,106.11 *
600494	DEWYER, CLARA J.	RENT SUBSIDY	1,072.00 *
600495	DINH, KIM	RENT SUBSIDY	920.00 *
600496	DINH, NHU Y	RENT SUBSIDY	698.00 *
600497	DINH, QUYEN	RENT SUBSIDY	842.00 *
600498	DINH, THANH	RENT SUBSIDY	1,032.00 *
600499	DINH, THANH	RENT SUBSIDY	1,349.00 *

PAGE TOTAL FOR "\*" LINES = 44,807.11

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600500	DO, AI HANG NGUYEN	RENT SUBSIDY	1,687.00 *
600501	DO, KENNETH	RENT SUBSIDY	1,661.00 *
600502	DO, LAN HOANG	RENT SUBSIDY	1,802.00 *
600503	DO, MINH C.	RENT SUBSIDY	1,316.00 *
600504	DO, THAI VAN	RENT SUBSIDY	765.00 *
600505	DO, THUAN	RENT SUBSIDY	476.00 *
600506	DO, TIM	RENT SUBSIDY	1,634.00 *
600507	DOAN, DINH T	RENT SUBSIDY	1,463.00 *
600508	DOAN, DUNG VAN	RENT SUBSIDY	1,160.00 *
600509	DOAN, HUY	RENT SUBSIDY	1,043.00 *
600510	DOAN, NHA & JOANNE TRANG VU	RENT SUBSIDY	1,335.00 *
600511	DONNER, HELMUT	RENT SUBSIDY	869.00 *
600512	DOWNS, NANCY L	RENT SUBSIDY	2,550.00 *
600513	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	841.00 *
600514	DUCATO GARDENS, LLC C/O J FRENCH	RENT SUBSIDY	631.00 *
600515	DUNN, DAVID C C/O JLE PROPERTY MGMT	RENT SUBSIDY	3,368.00 *
600516	DUONG, HAI DINH	RENT SUBSIDY	1,116.00 *
600517	DUONG, LAN	RENT SUBSIDY	1,241.00 *
600518	DUONG, LOM	RENT SUBSIDY	1,355.00 *
600519	DUONG, THI A	RENT SUBSIDY	973.00 *
600520	DUONG, THUY	RENT SUBSIDY	734.00 *
600521	DUONG, VAN TU	RENT SUBSIDY	1,298.00 *

PAGE TOTAL FOR "\*" LINES = 29,318.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600522	DUONG, CHI THI	RENT SUBSIDY	1,671.00 *
600523	DUONG, HOA THI KIM	RENT SUBSIDY	862.00 *
600524	DYO, GLADYS C/O LION PROPERTIES	RENT SUBSIDY	474.00 *
600525	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	1,649.00 *
600526	EDLUND, DANIEL T C/O WETHERGAGE MGMT	RENT SUBSIDY	829.00 *
600527	EL CAMINO LU, LLC	RENT SUBSIDY	1,079.00 *
600528	EL PUEBLO APTS	RENT SUBSIDY	273.00 *
600529	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,074.00 *
600530	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,050.00 *
600531	EMERALD GARDENS APT	RENT SUBSIDY	1,912.00 *
600532	ENGEL, TERRY C	RENT SUBSIDY	510.00 *
600533	ERIKSEN, HAI	RENT SUBSIDY	1,398.00 *
600534	ERILEX FAMILY L.P. C/O MARK WEINER, MANAGER	RENT SUBSIDY	1,082.00 *
600535	EUCLID PARK APTS	RENT SUBSIDY	1,550.00 *
600536	FBC APARTMENTS	RENT SUBSIDY	761.00 *
600537	FIELDS, FLOYD H	RENT SUBSIDY	416.00 *
600538	FINCH, WENDY	RENT SUBSIDY	965.00 *
600539	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	1,793.00 *
600540	FOUNTAIN GLEN HUNTINGTON BEACH	RENT SUBSIDY	603.00 *
600541	FRANCISCAN GARDENS APTS- ATTN: MANAGER	RENT SUBSIDY	16,535.00 *
600542	FULLWOOD, DALE A	RENT SUBSIDY	760.00 *
600543	GANZ, KARL	RENT SUBSIDY	847.00 *

PAGE TOTAL FOR "\*" LINES = 38,093.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600544	GARCIA, ALBINO	RENT SUBSIDY	1,562.00 *
600545	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	RENT SUBSIDY	4,132.00 *
600546	GARDEN TERRACE ESTATES	RENT SUBSIDY	663.00 *
600547	GARZA, CAROL	RENT SUBSIDY	765.00 *
600548	GEORGIAN APTS	RENT SUBSIDY	962.00 *
600549	GIA VU, INC	RENT SUBSIDY	1,819.00 *
600550	GIGI APARTMENTS	RENT SUBSIDY	2,477.00 *
600551	GLENDALE HOUSING AUTHORITY	RENT SUBSIDY	2,243.00 *
600552	GLENHAVEN MOBILODGE	RENT SUBSIDY	230.00 *
600553	GOMEZ, HENRY S.	RENT SUBSIDY	1,417.00 *
600554	GR8 FAMILY HOMES, LLC	RENT SUBSIDY	912.00 *
600555	GRANDE APARTMENTS LP	RENT SUBSIDY	1,110.00 *
600556	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	361.00 *
600557	GREEN LOTUS GROUP, LLC	RENT SUBSIDY	486.00 *
600558	GREENHOUSE APARTMENTS	RENT SUBSIDY	802.00 *
600559	VOID WARRANT		
600560	GROVE PARK L.P.	RENT SUBSIDY	55,509.00 *
600561	Grove Park LLC	RENT SUBSIDY	3,539.00 *
600562	GULMESOFF, JIM	RENT SUBSIDY	4,637.00 *
600563	HA OF DEKALB COUNTY	RENT SUBSIDY	477.96 *
600564	HA OF SNOHOMISH COUNTY	RENT SUBSIDY	846.27 *
600565	HA, MANH MINH	RENT SUBSIDY	837.00 *

PAGE TOTAL FOR "\*" LINES = 85,787.23

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600566	HALL & ASSOCIATES, INC.	RENT SUBSIDY	7,072.00 *
600567	HAN, LINDA	RENT SUBSIDY	1,597.00 *
600568	HANSEN, RICHARD D	RENT SUBSIDY	2,292.00 *
600569	HARA, CHIZUKO	RENT SUBSIDY	522.00 *
600570	HARA, KULJIT	RENT SUBSIDY	681.00 *
600571	HARA, STEVE C/O WESTERN INTL PROP	RENT SUBSIDY	1,950.00 *
600572	HARBOR GROVE LUXURY APARTMENTS C/O RENTAL OFFICE	RENT SUBSIDY	28,833.00 *
600573	HARRIS COUNTY HOUSING AUTH.	RENT SUBSIDY	502.63 *
600574	HAUPT PROPERTIES LLC C/O DROUIN REALTY	RENT SUBSIDY	1,834.00 *
600575	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	895.00 *
600576	HERITAGE VILLAS SENIOR APTS	RENT SUBSIDY	1,042.00 *
600577	HIROMOTO, JANE	RENT SUBSIDY	1,351.00 *
600578	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	1,209.00 *
600579	HO, PAULINE	RENT SUBSIDY	1,751.00 *
600580	HO, THOMAS P	RENT SUBSIDY	860.00 *
600581	HOANG, ELIZABETH	RENT SUBSIDY	200.00 *
600582	HOANG, JAMES	RENT SUBSIDY	3,040.00 *
600583	HOANG, LAN T	RENT SUBSIDY	2,190.00 *
600584	HOANG, LIEN	RENT SUBSIDY	1,866.00 *
600585	HOANG, LONG	RENT SUBSIDY	982.00 *
600586	HOANG, TRACY	RENT SUBSIDY	801.00 *
600587	HOANG, NHAN TIEN	RENT SUBSIDY	908.00 *

PAGE TOTAL FOR "\*" LINES = 62,378.63

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600588	HOFFMAN, NICK	RENT SUBSIDY	686.00 *
600589	HOLFORD, DEEANNE	RENT SUBSIDY	961.00 *
600590	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	920.00 *
600591	HOPPE, SALLY	RENT SUBSIDY	911.00 *
600592	HOUSING AUTHORITY OF PORTLAND	RENT SUBSIDY	732.35 *
600593	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,085.00 *
600594	HUSS, DON	RENT SUBSIDY	1,154.00 *
600595	HUYNH, ANNIE N	RENT SUBSIDY	2,397.00 *
600596	HUYNH, CHEN THI	RENT SUBSIDY	4,131.00 *
600597	HUYNH, JENNIFER	RENT SUBSIDY	3,398.00 *
600598	HUYNH, KIET	RENT SUBSIDY	2,702.00 *
600599	HUYNH, MINH HUY	RENT SUBSIDY	1,381.00 *
600600	HUYNH, NATALIE N	RENT SUBSIDY	1,877.00 *
600601	HUYNH, PHILIP	RENT SUBSIDY	316.00 *
600602	HUYNH, RICHARD T	RENT SUBSIDY	1,701.00 *
600603	HUYNH, LONG BAO	RENT SUBSIDY	1,210.00 *
600604	HUYNH, NGHIA TRUNG	RENT SUBSIDY	607.00 *
600605	HUYNH, TRANG	RENT SUBSIDY	1,770.00 *
600606	JANESKI, JERRY	RENT SUBSIDY	986.00 *
600607	JOHNSON, L.D.	RENT SUBSIDY	696.00 *
600608	JOHNSON, LINDA	RENT SUBSIDY	2,803.00 *
600609	JOMARC PROPERTIES LTD C/O ROSE BREE	RENT SUBSIDY	4,993.00 *

PAGE TOTAL FOR "\*" LINES = 37,417.35

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600610	JU, LIN J	RENT SUBSIDY	2,645.00 *
600611	K & K INVESTMENTS, LP	RENT SUBSIDY	1,511.00 *
600612	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	499.00 *
600613	KCM INVESTMENTS LLC	RENT SUBSIDY	1,285.00 *
600614	KDF HERMOSA LP	RENT SUBSIDY	4,440.00 *
600615	KDF MALABAR LP C/O VPM INC	RENT SUBSIDY	20,306.00 *
600616	KDF QV LP	RENT SUBSIDY	975.00 *
600617	KDF SEA WIND LP	RENT SUBSIDY	1,489.00 *
600618	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	2,854.00 *
600619	KENSINGTON GARDENS	RENT SUBSIDY	939.00 *
600620	KHEANG, SETH S	RENT SUBSIDY	1,747.00 *
600621	KIM, SON H	RENT SUBSIDY	2,337.00 *
600622	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	2,152.79 *
600623	KING INVESTMENT GROUP, INC C/O BERNARD KING	RENT SUBSIDY	4,964.00 *
600624	KING, BERNARD	RENT SUBSIDY	981.00 *
600625	KITSELMAN, KENT M	RENT SUBSIDY	807.00 *
600626	KNK PROPERTIES C/O EDWARD KUO	RENT SUBSIDY	6,742.00 *
600627	KOLSY, M I	RENT SUBSIDY	1,489.00 *
600628	KOTLYAR, ALISA	RENT SUBSIDY	878.00 *
600629	KUNZMAN, WILLIAM	RENT SUBSIDY	1,250.00 *
600630	KUO, EDWARD	RENT SUBSIDY	1,629.00 *
600631	KUO, EDWARD C/O BUENA GROVE	RENT SUBSIDY	1,550.00 *

PAGE TOTAL FOR "\*" LINES = 63,469.79

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600632	LA PALMA APTS L.P.	RENT SUBSIDY	911.00 *
600633	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	811.00 *
600634	LAM, ANDRE	RENT SUBSIDY	1,808.00 *
600635	LAM, THONG KIM	RENT SUBSIDY	1,859.00 *
600636	LAM, TOM	RENT SUBSIDY	1,723.00 *
600637	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	10,490.00 *
600638	LARDERUCCIO, SAL	RENT SUBSIDY	1,182.00 *
600639	LAZENBY, JOHN	RENT SUBSIDY	1,329.00 *
600640	LE FAMILY TRUST C/O PHONG THANH LE	RENT SUBSIDY	2,172.00 *
600641	LE, DANIEL	RENT SUBSIDY	925.00 *
600642	LE, DON	RENT SUBSIDY	528.00 *
600643	LE, DONALD	RENT SUBSIDY	1,227.00 *
600644	LE, HIEP THI	RENT SUBSIDY	1,764.00 *
600645	LE, JIMMY T	RENT SUBSIDY	1,864.00 *
600646	LE, JOHN TOAN	RENT SUBSIDY	1,307.00 *
600647	LE, LANH C	RENT SUBSIDY	1,384.00 *
600648	LE, LANH VAN	RENT SUBSIDY	988.00 *
600649	LE, LYAN	RENT SUBSIDY	787.00 *
600650	LE, MAI	RENT SUBSIDY	978.00 *
600651	LE, MY C/O CALIFORNIA NETWORK REALTY	RENT SUBSIDY	1,129.00 *
600652	LE, NGA	RENT SUBSIDY	1,220.00 *
600653	LE, NGAT THI	RENT SUBSIDY	5,427.00 *

PAGE TOTAL FOR "\*" LINES = 41,813.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600654	LE, NGHIA V	RENT SUBSIDY	1,378.00 *
600655	LE, NGOC-MAI T	RENT SUBSIDY	1,353.00 *
600656	LE, PHU THI NOC	RENT SUBSIDY	777.00 *
600657	LE, TINA M	RENT SUBSIDY	840.00 *
600658	LE, TOAN Q	RENT SUBSIDY	1,186.00 *
600659	LE, TRACEY	RENT SUBSIDY	1,137.00 *
600660	LE, TRUNG ANH	RENT SUBSIDY	675.00 *
600661	LE, VIET Q.	RENT SUBSIDY	888.00 *
600662	LE, YENNHI	RENT SUBSIDY	1,979.00 *
600663	LE,ANH NGOC	RENT SUBSIDY	693.00 *
600664	LE,BAO GIA	RENT SUBSIDY	866.00 *
600665	LE,KIM Q	RENT SUBSIDY	1,048.00 *
600666	LE,XAN NGOC	RENT SUBSIDY	995.00 *
600667	LE-MUNZER, HOABINH	RENT SUBSIDY	961.00 *
600668	LEE, DAVID OR TRINH	RENT SUBSIDY	1,061.00 *
600669	LEE,JANET	RENT SUBSIDY	2,864.00 *
600670	LIAO, ALICE	RENT SUBSIDY	1,079.00 *
600671	LIAO,ALICE	RENT SUBSIDY	1,845.00 *
600672	LIM, HONG S	RENT SUBSIDY	1,861.00 *
600673	LIN, DAVID	RENT SUBSIDY	2,050.00 *
600674	LLOYD, JANET A	RENT SUBSIDY	750.00 *
600675	LOS CABALLEROS REAL ESTATE &FS	RENT SUBSIDY	1,313.00 *

PAGE TOTAL FOR "\*" LINES = 27,599.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600676	LOUIE, CINDY W	RENT SUBSIDY	837.00 *
600677	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,516.00 *
600678	LUU,KIM MY	RENT SUBSIDY	1,076.00 *
600679	LY, PHUOC VINH	RENT SUBSIDY	1,151.00 *
600680	LY, THANH	RENT SUBSIDY	1,692.00 *
600681	LY, TUYEN X	RENT SUBSIDY	2,764.00 *
600682	MACDONALD, WILLIAM T	RENT SUBSIDY	3,802.00 *
600683	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	3,160.00 *
600684	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,392.00 *
600685	MAGNOLIA PLAZA	RENT SUBSIDY	955.00 *
600686	MAH, LARRY	RENT SUBSIDY	764.00 *
600687	MAI, ANN N	RENT SUBSIDY	2,259.00 *
600688	MAI, FRANK	RENT SUBSIDY	1,854.00 *
600689	MAI-NGUYEN, HANH T	RENT SUBSIDY	999.00 *
600690	MAMMEN, TERRY	RENT SUBSIDY	4,002.00 *
600691	MANDELBAUM,URI C/O REAL ESTATE ESTABLISHMENT	RENT SUBSIDY	636.00 *
600692	MANNIL,SUPUNNEE	RENT SUBSIDY	1,275.00 *
600693	MARIPOSA PROPERTIES	RENT SUBSIDY	817.00 *
600694	MARQUIS APTS, LLC C/O BEACH FRONT PROP. MGMT INC	RENT SUBSIDY	3,263.00 *
600695	MARTIN, MARILYN C/O ADVANTAGE PROPERTY MGMT	RENT SUBSIDY	1,584.00 *
600696	MAX & MIN PROPERTIES, LLC C/O AMPAC MANAGEMENT GROUP, INC	RENT SUBSIDY	3,326.00 *
600697	MAYER, LEOPOLD	RENT SUBSIDY	1,536.00 *

PAGE TOTAL FOR "\*" LINES = 40,660.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600698	MAYFIELD II,ARTHUR	RENT SUBSIDY	1,813.00 *
600699	MAZENKO, FRANCINE	RENT SUBSIDY	1,007.00 *
600700	MC GOFF, JOHN	RENT SUBSIDY	1,238.00 *
600701	MCCARTHY, CAMILLE D	RENT SUBSIDY	942.00 *
600702	MCCOWN,A R	RENT SUBSIDY	1,187.00 *
600703	MEAGHER,ELMER	RENT SUBSIDY	1,699.00 *
600704	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	1,181.00 *
600705	METRO WEST HOUSING SOLUTIONS	RENT SUBSIDY	876.21 *
600706	MICKEY LESTER TRUST B	RENT SUBSIDY	2,131.00 *
600707	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	913.00 *
600708	MILLER, RONALD	RENT SUBSIDY	1,087.00 *
600709	MIRACLE MILE PROPERTIES,LP	RENT SUBSIDY	1,177.00 *
600710	MITTAL,MARK	RENT SUBSIDY	2,037.00 *
600711	MIYAMOTO,JEAN C/O MONTEREY PROPERTY	RENT SUBSIDY	488.00 *
600712	MOHLER, BYRON OR CHRISTINE COY - MANAGER	RENT SUBSIDY	969.00 *
600713	MONACO ANAHEIM LP	RENT SUBSIDY	1,205.00 *
600714	MONARCH POINTE	RENT SUBSIDY	949.00 *
600715	MONARK, LP	RENT SUBSIDY	1,278.00 *
600716	MONTEBELLO, ANTHONY	RENT SUBSIDY	907.00 *
600717	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,196.00 *
600718	MY MONTECITO	RENT SUBSIDY	514.00 *
600719	NEW HORIZONVIEW, LLC	RENT SUBSIDY	1,872.00 *

PAGE TOTAL FOR "\*" LINES = 26,666.21



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600720	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	2,248.00 *
600721	NEW MAINLAND, LLC	RENT SUBSIDY	1,298.00 *
600722	NGHIEM, DANIEL	RENT SUBSIDY	11,146.00 *
600723	NGHIEM, THANH XUAN	RENT SUBSIDY	1,950.00 *
600724	NGO, ANDREW	RENT SUBSIDY	427.00 *
600725	NGO, DANNY	RENT SUBSIDY	1,049.00 *
600726	NGO, HELYNE DIEP	RENT SUBSIDY	200.00 *
600727	NGO, HONG DIEP LE	RENT SUBSIDY	843.00 *
600728	NGO, KIM	RENT SUBSIDY	794.00 *
600729	NGO, MARY	RENT SUBSIDY	4,632.00 *
600730	NGO, MIMI T	RENT SUBSIDY	1,111.00 *
600731	NGO, NANCY DINH	RENT SUBSIDY	1,095.00 *
600732	NGO, HOA KIM	RENT SUBSIDY	1,206.00 *
600733	NGUYEN, AN	RENT SUBSIDY	1,226.00 *
600734	NGUYEN, AN KIM	RENT SUBSIDY	908.00 *
600735	NGUYEN, ANH-DAO	RENT SUBSIDY	883.00 *
600736	NGUYEN, ANTHONY	RENT SUBSIDY	957.00 *
600737	NGUYEN, BACH THI	RENT SUBSIDY	993.00 *
600738	NGUYEN, BICHLE T	RENT SUBSIDY	3,894.00 *
600739	NGUYEN, BINH NGOC	RENT SUBSIDY	1,615.00 *
600740	NGUYEN, BOYCE JR	RENT SUBSIDY	1,019.00 *
600741	NGUYEN, BRYAN	RENT SUBSIDY	1,710.00 *

PAGE TOTAL FOR "\*" LINES = 41,204.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600742	NGUYEN, CHARLIE	RENT SUBSIDY	856.00 *
600743	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,260.00 *
600744	NGUYEN, CONG	RENT SUBSIDY	1,126.00 *
600745	NGUYEN, CUONG	RENT SUBSIDY	1,906.00 *
600746	NGUYEN, D DUY MD	RENT SUBSIDY	1,099.00 *
600747	NGUYEN, FRANK M	RENT SUBSIDY	1,467.00 *
600748	NGUYEN, HANH V	RENT SUBSIDY	1,382.00 *
600749	NGUYEN, HAO DINH	RENT SUBSIDY	615.00 *
600750	NGUYEN, HOA THI	RENT SUBSIDY	1,192.00 *
600751	NGUYEN, HOC VAN	RENT SUBSIDY	2,891.00 *
600752	NGUYEN, HUNG	RENT SUBSIDY	504.00 *
600753	NGUYEN, HUNG	RENT SUBSIDY	1,600.00 *
600754	NGUYEN, HUNG H	RENT SUBSIDY	1,695.00 *
600755	NGUYEN, HUNG THANH	RENT SUBSIDY	502.00 *
600756	NGUYEN, HUNG X	RENT SUBSIDY	1,671.00 *
600757	NGUYEN, JOHNATHON	RENT SUBSIDY	798.00 *
600758	NGUYEN, KHAI HUE	RENT SUBSIDY	806.00 *
600759	NGUYEN, KHANH DANG	RENT SUBSIDY	714.00 *
600760	NGUYEN, LE THUY	RENT SUBSIDY	1,101.00 *
600761	NGUYEN, LOAN THANH	RENT SUBSIDY	947.00 *
600762	NGUYEN, MICHELLE M	RENT SUBSIDY	1,936.00 *
600763	NGUYEN, MY THI	RENT SUBSIDY	876.00 *

PAGE TOTAL FOR "\*" LINES = 26,944.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600764	NGUYEN, NGHIA	RENT SUBSIDY	1,375.00 *
600765	NGUYEN, NGHIA H	RENT SUBSIDY	451.00 *
600766	NGUYEN, NHUT THI	RENT SUBSIDY	521.00 *
600767	NGUYEN, NICOLE U	RENT SUBSIDY	2,525.00 *
600768	NGUYEN, PETER L OR MAI, HAI T. C/O 999 INVESTMENT REALTY, IN	RENT SUBSIDY	1,257.00 *
600769	NGUYEN, PHUC T	RENT SUBSIDY	1,215.00 *
600770	NGUYEN, QUANG M	RENT SUBSIDY	1,152.00 *
600771	NGUYEN, ROBERT B	RENT SUBSIDY	1,150.00 *
600772	NGUYEN, SON DINH	RENT SUBSIDY	1,093.00 *
600773	NGUYEN, STEVE	RENT SUBSIDY	1,162.00 *
600774	NGUYEN, STEVEN	RENT SUBSIDY	811.00 *
600775	NGUYEN, STEVEN	RENT SUBSIDY	2,093.00 *
600776	NGUYEN, STEVENS	RENT SUBSIDY	1,210.00 *
600777	NGUYEN, TAM N	RENT SUBSIDY	1,028.00 *
600778	NGUYEN, TAN QUAN	RENT SUBSIDY	1,039.00 *
600779	NGUYEN, THANH VAN C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	2,579.00 *
600780	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,532.00 *
600781	NGUYEN, THIEN THI	RENT SUBSIDY	1,530.00 *
600782	NGUYEN, THOMAS	RENT SUBSIDY	1,500.00 *
600783	NGUYEN, THU-ANH	RENT SUBSIDY	1,773.00 *
600784	NGUYEN, THUYHUONG THI	RENT SUBSIDY	971.00 *
600785	NGUYEN, TIENG KIM	RENT SUBSIDY	1,598.00 *

PAGE TOTAL FOR "\*" LINES = 29,565.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600786	NGUYEN, TIMMY	RENT SUBSIDY	391.00 *
600787	NGUYEN, TOMMY	RENT SUBSIDY	1,578.00 *
600788	NGUYEN, TRACY TRUC	RENT SUBSIDY	823.00 *
600789	NGUYEN, TU THANH	RENT SUBSIDY	1,398.00 *
600790	NGUYEN, TUAN NGOC	RENT SUBSIDY	1,732.00 *
600791	NGUYEN, TUNG XUAN	RENT SUBSIDY	1,370.00 *
600792	NGUYEN, TUYET TRINH	RENT SUBSIDY	909.00 *
600793	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,497.00 *
600794	NGUYEN, VAN	RENT SUBSIDY	1,730.00 *
600795	NGUYEN, VAN	RENT SUBSIDY	566.00 *
600796	NGUYEN, VAN HUY	RENT SUBSIDY	1,642.00 *
600797	NGUYEN, VU	RENT SUBSIDY	1,179.00 *
600798	NGUYEN, WENDY	RENT SUBSIDY	874.00 *
600799	NGUYEN, CANG	RENT SUBSIDY	987.00 *
600800	NGUYEN, CUONG CHI	RENT SUBSIDY	2,740.00 *
600801	NGUYEN, HAN	RENT SUBSIDY	662.00 *
600802	NGUYEN, HUYEN T.T.	RENT SUBSIDY	3,350.00 *
600803	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,107.00 *
600804	NGUYEN, LEYNA T	RENT SUBSIDY	1,038.00 *
600805	NGUYEN, MICHELLE	RENT SUBSIDY	2,617.00 *
600806	NGUYEN, NICOLE UYEN	RENT SUBSIDY	1,328.00 *
600807	NGUYEN, PAUL	RENT SUBSIDY	1,042.00 *

PAGE TOTAL FOR "\*" LINES = 30,560.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600808	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,103.00 *
600809	NGUYEN, SHERRY LIEU	RENT SUBSIDY	1,539.00 *
600810	NGUYEN, TAM THUY	RENT SUBSIDY	928.00 *
600811	NGUYEN, THANH	RENT SUBSIDY	3,892.00 *
600812	NGUYEN, THANH-NGHIA	RENT SUBSIDY	422.00 *
600813	NGUYEN, THANH-TUYEN	RENT SUBSIDY	968.00 *
600814	NGUYEN, TIM C/O PARK PACIFIC	RENT SUBSIDY	465.00 *
600815	NGUYEN, TON SANH	RENT SUBSIDY	573.00 *
600816	NGUYEN, TRACY	RENT SUBSIDY	1,500.00 *
600817	NGUYEN, TUNG	RENT SUBSIDY	2,083.00 *
600818	NGUYEN, WIN	RENT SUBSIDY	1,011.00 *
600819	NGUYEN, XUAN YEN	RENT SUBSIDY	873.00 *
600820	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	2,110.00 *
600821	NHAN, VU	RENT SUBSIDY	1,360.00 *
600822	NLL INVESTMENTS	RENT SUBSIDY	812.00 *
600823	NNT PROPERTIES 4, LLC	RENT SUBSIDY	949.00 *
600824	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	1,020.00 *
600825	NORTHWOOD PLACE	RENT SUBSIDY	2,702.00 *
600826	OKADA, MICHAEL C/O WESTERN INTERNATIONAL	RENT SUBSIDY	801.00 *
600827	OLSEN, MARIEL J	RENT SUBSIDY	1,213.00 *
600828	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	25,177.00 *
600829	ORANGE TREE APTS-RENTAL OFFICE	RENT SUBSIDY	14,226.00 *

PAGE TOTAL FOR "\*" LINES = 65,727.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600830	OZAKI, SUIKO	RENT SUBSIDY	837.00 *
600831	PAHU, BRADRAKUMAR L	RENT SUBSIDY	762.00 *
600832	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,010.00 *
600833	PALMILLA VILLAS	RENT SUBSIDY	916.00 *
600834	PALMYRA SENIOR APARTMENTS	RENT SUBSIDY	855.00 *
600835	PARISIAN APT C/O DALJIT SARKARIA	RENT SUBSIDY	881.00 *
600836	PARK RIDGE APARTMENTS	RENT SUBSIDY	1,721.00 *
600837	PARK RIDGE APARTMENTS	RENT SUBSIDY	875.00 *
600838	PARK VISTA APTS	RENT SUBSIDY	1,059.00 *
600839	PARK, JIN	RENT SUBSIDY	1,187.00 *
600840	PARK, CHONG PIL	RENT SUBSIDY	1,007.00 *
600841	PARKWOOD APARTMENTS	RENT SUBSIDY	1,335.00 *
600842	PATEL, MUKESH R	RENT SUBSIDY	781.00 *
600843	PATEL, SMITA DIPAK	RENT SUBSIDY	1,112.00 *
600844	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,070.00 *
600845	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	1,212.00 *
600846	PELICAN INVESTMENTS #8 LLC	RENT SUBSIDY	1,565.00 *
600847	PEREZ, DANIEL	RENT SUBSIDY	815.00 *
600848	PHAM, BINH Q	RENT SUBSIDY	1,147.00 *
600849	PHAM, CAROLINE	RENT SUBSIDY	763.00 *
600850	PHAM, CHIEN DINH	RENT SUBSIDY	1,304.00 *
600851	PHAM, DAVID DUNG	RENT SUBSIDY	2,506.00 *

PAGE TOTAL FOR "\*" LINES = 24,720.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600852	PHAM, HOANG	RENT SUBSIDY	1,166.00 *
600853	PHAM, LIEN	RENT SUBSIDY	977.00 *
600854	PHAM, MINH VAN	RENT SUBSIDY	994.00 *
600855	PHAM, NGHIA	RENT SUBSIDY	1,045.00 *
600856	PHAM, QUANG DUY	RENT SUBSIDY	3,530.00 *
600857	PHAM, QUYEN	RENT SUBSIDY	758.00 *
600858	PHAM, QUYNH GIAO	RENT SUBSIDY	1,206.00 *
600859	PHAM, RICHARD	RENT SUBSIDY	776.00 *
600860	PHAM, TAP VAN	RENT SUBSIDY	536.00 *
600861	PHAM, THUY T T	RENT SUBSIDY	1,426.00 *
600862	PHAM, TIM	RENT SUBSIDY	2,383.00 *
600863	PHAM, TRINH	RENT SUBSIDY	1,101.00 *
600864	PHAM, TUAN A.	RENT SUBSIDY	1,078.00 *
600865	PHAM, TUNG	RENT SUBSIDY	1,161.00 *
600866	PHAM, VAN LOAN THI	RENT SUBSIDY	1,138.00 *
600867	PHAM, VANTHI	RENT SUBSIDY	1,437.00 *
600868	PHAM, VU	RENT SUBSIDY	939.00 *
600869	PHAM, XUANNHA T	RENT SUBSIDY	980.00 *
600870	PHAM, HELEN	RENT SUBSIDY	928.00 *
600871	PHAM, KHANG	RENT SUBSIDY	993.00 *
600872	PHAM, LOAN ANH THI	RENT SUBSIDY	935.00 *
600873	PHAN, BRIAN HAI NGOC	RENT SUBSIDY	1,177.00 *

PAGE TOTAL FOR "\*" LINES = 26,664.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600874	PHAN, VIVIAN	RENT SUBSIDY	893.00 *
600875	PHAN, DON	RENT SUBSIDY	1,275.00 *
600876	PHAN, THUY-TIEN	RENT SUBSIDY	1,341.00 *
600877	PHUNG, THICH VAN	RENT SUBSIDY	1,232.00 *
600878	PINCEK, DAVID C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	811.00 *
600879	PINEMEADOWS APARTMENTS	RENT SUBSIDY	1,139.00 *
600880	PLYMOUTH HRA	RENT SUBSIDY	173.63 *
600881	POKAL, SAILESH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	1,781.00 *
600882	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,078.00 *
600883	POWELL, LEO OR DEBORAH	RENT SUBSIDY	2,765.00 *
600884	PP TT, LLC	RENT SUBSIDY	1,782.00 *
600885	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	252.00 *
600886	QUACH, SAN T	RENT SUBSIDY	718.00 *
600887	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,106.00 *
600888	QUAN, VAN-LAN	RENT SUBSIDY	1,860.00 *
600889	QUIET COVE APARTMENT CO. L.P..	RENT SUBSIDY	694.00 *
600890	RAMIREZ, RAYMOND	RENT SUBSIDY	1,248.00 *
600891	RANCHO ALISAL	RENT SUBSIDY	4,358.00 *
600892	RANCHO MADERAS	RENT SUBSIDY	700.00 *
600893	RANCHO MARIPOSA	RENT SUBSIDY	1,469.00 *
600894	RANCHO TIERRA APARTMENTS	RENT SUBSIDY	1,709.00 *
600895	RATANJEE, D M	RENT SUBSIDY	1,611.00 *

PAGE TOTAL FOR "\*" LINES = 29,995.63



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600896	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	609.00 *
600897	ROANOKE INC	RENT SUBSIDY	1,135.00 *
600898	ROBERTA APTS LP	RENT SUBSIDY	1,010.00 *
600899	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	889.00 *
600900	RUSSO & DUCKWORTH, LLP IOLTA	RENT SUBSIDY	3,539.00 *
600901	SABUNJIAN, MIHRAN	RENT SUBSIDY	3,993.00 *
600902	SACRAMENTO HOUSING	RENT SUBSIDY	298.33 *
600903	SALSOL PROPERTIES, LLC	RENT SUBSIDY	1,407.00 *
600904	SAN BERNARDINO HOUSING AUTH	RENT SUBSIDY	974.53 *
600905	SAN LEON	RENT SUBSIDY	2,003.00 *
600906	SAN MARCO APTS	RENT SUBSIDY	757.00 *
600907	SAN MARCO VILLA	RENT SUBSIDY	813.00 *
600908	SAN MARINO VILLAS APTS	RENT SUBSIDY	758.00 *
600909	SARGENT, PAT	RENT SUBSIDY	967.00 *
600910	SCHLEIFER, JILL ANN C/O ORANGE COUNTY PROP MGMT INC.	RENT SUBSIDY	1,926.00 *
600911	SCHWERTMAN, CELESTE	RENT SUBSIDY	1,474.00 *
600912	SCOTT G JOE C/O VP PROPERTY MANAGEMENT	RENT SUBSIDY	1,010.00 *
600913	SERRANO WOODS, LP	RENT SUBSIDY	1,007.00 *
600914	SHAPIRO, CHRISTOPHER	RENT SUBSIDY	1,397.00 *
600915	SHREEVES PROPERTIES, LLC C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	5,273.00 *
600916	SIGEL, IRV D C/O GERARD PROPERTIES	RENT SUBSIDY	810.00 *
600917	SIL0 NORTHEAST, LLC	RENT SUBSIDY	2,316.00 *

PAGE TOTAL FOR "\*" LINES = 34,365.86

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600918	SILVER COVE APARTMENTS, LP ATTEN: MANAGER OFFICE	RENT SUBSIDY	2,615.00 *
600919	SILVERSTEIN, MARILYN	RENT SUBSIDY	815.00 *
600920	SKEOCH, JAMES C/O CASA BONITA	RENT SUBSIDY	313.00 *
600921	SPRINGSIDE, LLC	RENT SUBSIDY	4,095.00 *
600922	STANTON GROUP THREE, LLC	RENT SUBSIDY	1,898.00 *
600923	STEWART PROPERTIES	RENT SUBSIDY	777.00 *
600924-600925	VOID WARRANTS		
600926	SUNDIAL APARTMENTS	RENT SUBSIDY	1,185.00 *
600927	SUNNYGATE, LLC	RENT SUBSIDY	1,911.00 *
600928	SUNRISE APARTMENTS	RENT SUBSIDY	949.00 *
600929	TA, DAVID	RENT SUBSIDY	364.00 *
600930	TA, THAI T.	RENT SUBSIDY	1,570.00 *
600931	TAHAMI, ALI	RENT SUBSIDY	1,464.00 *
600932	TALLEN, LLC	RENT SUBSIDY	2,936.00 *
600933	TAMERLANE APARTMENTS	RENT SUBSIDY	1,801.00 *
600934	TAMERLANE ASSOCIATES LLC C/O MPMS INC	RENT SUBSIDY	2,013.00 *
600935	TANG, KIM VAN	RENT SUBSIDY	1,563.00 *
600936	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	861.00 *
600937	THE ENTRUST GRUOP INC. FBO TOM TUONG QUOC LE IRA#36-10690	RENT SUBSIDY	626.00 *
600938	THE FLORENTINE APTS	RENT SUBSIDY	1,687.00 *
600939	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	7,814.00 *
600940	THE KNOLLS	RENT SUBSIDY	119.00 *

PAGE TOTAL FOR "\*" LINES = 37,376.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600941	THE MEDITERRANEAN APTS	RENT SUBSIDY	872.00 *
600942	THE ROSE GARDEN APTS	RENT SUBSIDY	4,010.00 *
600943	THOMSON EQUITIES	RENT SUBSIDY	860.00 *
600944	THOMSON EQUITIES C/O BILL MAC DONALD	RENT SUBSIDY	2,461.00 *
600945	TLHA PALM LLC	RENT SUBSIDY	1,696.00 *
600946	TOPADVANCED, LLC	RENT SUBSIDY	3,087.00 *
600947	TRAN, ANDREW	RENT SUBSIDY	1,171.00 *
600948	TRAN, ANH TUYET T	RENT SUBSIDY	1,038.00 *
600949	TRAN, ANNIE N	RENT SUBSIDY	745.00 *
600950	TRAN, ANTON	RENT SUBSIDY	963.00 *
600951	TRAN, BAC	RENT SUBSIDY	1,229.00 *
600952	TRAN, CATHY	RENT SUBSIDY	973.00 *
600953	TRAN, EDWARD T	RENT SUBSIDY	806.00 *
600954	TRAN, FREDERICK M	RENT SUBSIDY	1,154.00 *
600955	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	4,255.00 *
600956	TRAN, HO VAN	RENT SUBSIDY	4,511.00 *
600957	TRAN, HOA THU	RENT SUBSIDY	1,106.00 *
600958	TRAN, HUNG QUOC	RENT SUBSIDY	865.00 *
600959	TRAN, JIM DUC	RENT SUBSIDY	1,388.00 *
600960	TRAN, JOHN D.	RENT SUBSIDY	708.00 *
600961	TRAN, JOSEPH QUANG	RENT SUBSIDY	696.00 *
600962	TRAN, JULIE	RENT SUBSIDY	1,873.00 *

PAGE TOTAL FOR "\*" LINES = 36,467.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600963	TRAN, KEVIN THANH	RENT SUBSIDY	863.00 *
600964	TRAN, KIM	RENT SUBSIDY	1,754.00 *
600965	TRAN, KIM VAN	RENT SUBSIDY	1,171.00 *
600966	TRAN, LINDA L	RENT SUBSIDY	1,335.00 *
600967	TRAN, LUCIA THUY	RENT SUBSIDY	483.00 *
600968	TRAN, MAI B	RENT SUBSIDY	932.00 *
600969	TRAN, MY T	RENT SUBSIDY	809.00 *
600970	TRAN, NGOCLAN THI	RENT SUBSIDY	966.00 *
600971	TRAN, NHUT NGUYEN	RENT SUBSIDY	1,813.00 *
600972	TRAN, PHUONG	RENT SUBSIDY	1,805.00 *
600973	TRAN, SHELLY	RENT SUBSIDY	890.00 *
600974	TRAN, TAM MINH	RENT SUBSIDY	1,263.00 *
600975	TRAN, TAN MANH	RENT SUBSIDY	1,025.00 *
600976	TRAN, THANG	RENT SUBSIDY	1,059.00 *
600977	TRAN, THERESA T	RENT SUBSIDY	526.00 *
600978	TRAN, THONG	RENT SUBSIDY	1,019.00 *
600979	TRAN, THU-HA	RENT SUBSIDY	1,850.00 *
600980	TRAN, THUY T	RENT SUBSIDY	1,579.00 *
600981	TRAN, TIEN	RENT SUBSIDY	794.00 *
600982	TRAN, TRI	RENT SUBSIDY	1,563.00 *
600983	TRAN, TUNG	RENT SUBSIDY	1,174.00 *
600984	TRAN, VAN	RENT SUBSIDY	777.00 *

PAGE TOTAL FOR "\*" LINES = 25,450.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600985	TRAN,HAU	RENT SUBSIDY	901.00 *
600986	TRAN,NGUYET ANH THI	RENT SUBSIDY	999.00 *
600987	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	872.00 *
600988	TRIEU, HONG QUANG C/O HAI THANH TA	RENT SUBSIDY	811.00 *
600989	TRINH, HAI	RENT SUBSIDY	1,584.00 *
600990	TRINH, KATHLEEN	RENT SUBSIDY	1,407.00 *
600991	TRINH, THANH-MAI	RENT SUBSIDY	1,540.00 *
600992	TRINH, TUAN	RENT SUBSIDY	752.00 *
600993	TRUONG, BAY LE	RENT SUBSIDY	1,286.00 *
600994	TRUONG, DUNG T	RENT SUBSIDY	77.00 *
600995	TRUONG, THUAN BICH	RENT SUBSIDY	894.00 *
600996	TRUONG, THUAN BICH	RENT SUBSIDY	2,701.00 *
600997	TRUONG,QUYEN MY	RENT SUBSIDY	1,108.00 *
600998	TRUONG,SON BICH	RENT SUBSIDY	1,360.00 *
600999	TSAU,LI-CHIN	RENT SUBSIDY	1,840.00 *
601000	TU BI THIEN TAM	RENT SUBSIDY	811.00 *
601001	VOID WARRANT		
601002	TUDOR GROVE C/O GOLDEN REMCO INC	RENT SUBSIDY	59,685.00 *
601003	TURI, ANGELO S	RENT SUBSIDY	2,439.00 *
601004	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,277.00 *
601005	V & M RASMUSSEN PROPERTIES,LLC	RENT SUBSIDY	891.00 *
601006	V.N. TIWARI & S. TIWARI AS TRUSTEES OF KASHI TRUST	RENT SUBSIDY	11,642.00 *

PAGE TOTAL FOR "\*" LINES = 94,877.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
601007	VAN, KEITH KY THANH	RENT SUBSIDY	715.00 *
601008	VAN, MINH XUONG c/o KEVIN VAN	RENT SUBSIDY	829.00 *
601009	VAZQUEZ, ARTURO ENRIQUEZ	RENT SUBSIDY	1,259.00 *
601010	VERSAILLES APTS	RENT SUBSIDY	3,279.00 *
601011	VIEN, DAVID	RENT SUBSIDY	633.00 *
601012	VILLA CAPRI ESTATES	RENT SUBSIDY	893.00 *
601013	VILLA, ROSENDO AND/OR ENEDINA	RENT SUBSIDY	1,189.00 *
601014	VILLAGE PROPERTY MGMT	RENT SUBSIDY	12,539.00 *
601015	VILLAGE PROPERTY MGMT	RENT SUBSIDY	886.00 *
601016	VINH, THUA	RENT SUBSIDY	367.00 *
601017	VIRAMONTES, ARTHUR E	RENT SUBSIDY	770.00 *
601018	VISTA DEL SOL APTS	RENT SUBSIDY	3,067.00 *
601019	VO, CUONG B GALERIA PASEOS MALL	RENT SUBSIDY	999.00 *
601020	VO, DANNY	RENT SUBSIDY	1,581.00 *
601021	VO, KHANH MAI	RENT SUBSIDY	4,636.00 *
601022	VO, KIMCHI	RENT SUBSIDY	1,578.00 *
601023	VO, LAN KHAI THI	RENT SUBSIDY	1,108.00 *
601024	VO, NAM T	RENT SUBSIDY	645.00 *
601025	VO, TIN TRUNG	RENT SUBSIDY	834.00 *
601026	VOLE, TINA NGA	RENT SUBSIDY	693.00 *
601027	VONG, LONG	RENT SUBSIDY	1,068.00 *
601028	VPM MANAGEMENT	RENT SUBSIDY	817.00 *

PAGE TOTAL FOR "\*" LINES = 40,385.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
601029	VU, ANNIE	RENT SUBSIDY	1,678.00 *
601030	VU, DAVID	RENT SUBSIDY	630.00 *
601031	VU, HUY HOANG	RENT SUBSIDY	1,113.00 *
601032	VU, LEO M	RENT SUBSIDY	1,594.00 *
601033	VU, LONG DUC	RENT SUBSIDY	1,736.00 *
601034	VU, MARY ANN	RENT SUBSIDY	636.00 *
601035	VU, NAM H	RENT SUBSIDY	812.00 *
601036	VU, TAM	RENT SUBSIDY	1,045.00 *
601037	VU, TAN DUY	RENT SUBSIDY	1,317.00 *
601038	VU, THAI	RENT SUBSIDY	1,293.00 *
601039	VU, DANG V	RENT SUBSIDY	1,394.00 *
601040	VU, DANNY	RENT SUBSIDY	798.00 *
601041	WALDEN APTS	RENT SUBSIDY	3,509.00 *
601042	WALDEN GLEN APTS	RENT SUBSIDY	661.00 *
601043	WASHINGTON COUNTY HRA	RENT SUBSIDY	1,057.63 *
601044	WEGENER, STELLA	RENT SUBSIDY	867.00 *
601045	WEI, FRANCIS	RENT SUBSIDY	891.00 *
601046	WEISER, IRVING	RENT SUBSIDY	4,694.00 *
601047	WEISSER INVESTMENTS	RENT SUBSIDY	6,755.00 *
601048	WEST, NEIL E	RENT SUBSIDY	321.00 *
601049	WESTCHESTER PARK LP	RENT SUBSIDY	1,245.00 *
601050	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	6,010.00 *

PAGE TOTAL FOR "\*" LINES = 40,056.63

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
601051	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	5,785.00 *
601052	WESTMINSTER HSG PARTNERS LP	RENT SUBSIDY	1,370.00 *
601053	WICK, CINDY OR ED	RENT SUBSIDY	679.00 *
601054	WINDMILL APARTMENTS	RENT SUBSIDY	4,953.00 *
601055	WINDSOR TOWNE LP	RENT SUBSIDY	730.00 *
601056	WINDSOR-DAWSON LP	RENT SUBSIDY	5,799.00 *
601057	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,829.00 *
601058	WONG, THOMAS G.	RENT SUBSIDY	1,421.00 *
601059	WOODBURY SQUARE	RENT SUBSIDY	1,218.00 *
601060	WURZELL, DAVID P.	RENT SUBSIDY	1,678.00 *
601061	YIANG, VINCE	RENT SUBSIDY	999.00 *
601062	YOUNG, HENRY H	RENT SUBSIDY	1,032.00 *
601063	ZHAO, GEORGE	RENT SUBSIDY	977.00 *
W600411	13251 NEWLAND LLC C/O ERICA STIDHAM	RENT SUBSIDY	6,524.00 *
W600413	19822 BROOKHURST, LLC	RENT SUBSIDY	2,051.00 *
W600414	2300 W EL SEGUNDO, L.P. C/O SWAMI INT	RENT SUBSIDY	9,023.00 *
W600415	7632 21ST ST LP WESTMINSTER SENIOR APTS	RENT SUBSIDY	2,965.00 *
W600416	ACACIA VILLAGE C/O DOUGLAS HOFER	RENT SUBSIDY	17,878.00 *
W600417	ACACIAN APTS	RENT SUBSIDY	35,146.00 *
W600421	ALLARD APARTMENT, LLC	RENT SUBSIDY	7,110.00 *
W600422	ALTAMIRANO, CHIN MEI CHU	RENT SUBSIDY	3,166.00 *
W600425	ANAHEIM SUNSET PLAZA APTS	RENT SUBSIDY	1,000.00 *

PAGE TOTAL FOR "\*" LINES = 114,333.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600426	AP HIGA-HIGA, LLC	RENT SUBSIDY	6,857.00 *
W600429	AUGUSTA GROUP INVESTMENTS, LLC	RENT SUBSIDY	808.00 *
W600430	AYNEM INVESTMENTS, LP C/O A & M PROP	RENT SUBSIDY	17,569.00 *
W600431	BAKER RANCH AFFORDABLE LP C/O SOLARI ENTERPRISES, INC	RENT SUBSIDY	3,666.00 *
W600435	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	4,973.00 *
W600437	BITTERLICH, CHAD C/O IRVINE PROPERTY MGMT, INC	RENT SUBSIDY	2,211.00 *
W600438	BOUTROS, ADEL A	RENT SUBSIDY	2,060.00 *
W600439	BOZARJIAN, MAI	RENT SUBSIDY	20,673.00 *
W600440	BREA WOODS SENIOR APTS, LLC	RENT SUBSIDY	2,039.00 *
W600443	BUI, BACH	RENT SUBSIDY	1,005.00 *
W600445	BUI, DUNG	RENT SUBSIDY	1,298.00 *
W600446	BUI, KIMBERLY	RENT SUBSIDY	2,308.00 *
W600449	BUI, MONICA	RENT SUBSIDY	2,861.00 *
W600452	BUI, TAM THI	RENT SUBSIDY	1,121.00 *
W600453	BUI, THUAN	RENT SUBSIDY	1,972.00 *
W600454	BUI, TRIET THO-MINH	RENT SUBSIDY	3,154.00 *
W600456	BURLEY, DAVID M C/O PARK PACIFIC	RENT SUBSIDY	2,677.00 *
W600460	CAO, HUONG B	RENT SUBSIDY	818.00 *
W600461	CAO, XUAN	RENT SUBSIDY	9,628.00 *
W600463	CHAN, KOU LEAN	RENT SUBSIDY	7,036.00 *
W600465	CHAU, ALICE	RENT SUBSIDY	2,843.00 *
W600467	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,400.00 *

PAGE TOTAL FOR "\*" LINES = 99,977.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600471	CHIANG, LI-YONG	RENT SUBSIDY	13,348.00 *
W600473	CLIFTON, KATHLEEN P	RENT SUBSIDY	852.00 *
W600475	COLACION, KATHY D	RENT SUBSIDY	1,022.00 *
W600476	CONCEPCION, NORMA S	RENT SUBSIDY	1,093.00 *
W600478	CONTINENTAL GARDENS APTS	RENT SUBSIDY	27,098.00 *
W600479	COURTYARD APTS	RENT SUBSIDY	1,826.00 *
W600481	CROCKETT, JACK	RENT SUBSIDY	3,308.00 *
W600482	CRUZAT, KERILYN	RENT SUBSIDY	817.00 *
W600483	CURTIS FAMILY TRUST C/O SPURR & ASSOCIATES, INC	RENT SUBSIDY	4,711.00 *
W600484	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	2,787.00 *
W600485	DAM, BINH DINH	RENT SUBSIDY	1,958.00 *
W600486	DANG, CHINH VAN	RENT SUBSIDY	517.00 *
W600487	DANG, THO NGOC	RENT SUBSIDY	887.00 *
W600488	DAO, AILEEN A	RENT SUBSIDY	1,456.00 *
W600489	DAO, TU VAN	RENT SUBSIDY	15,283.00 *
W600494	DINH, KATHLEEN	RENT SUBSIDY	5,580.00 *
W600495	DINH, LONG T	RENT SUBSIDY	1,753.00 *
W600499	DNK PROPERTY LLC	RENT SUBSIDY	10,832.00 *
W600500	DO, HIEN DUC	RENT SUBSIDY	1,507.00 *
W600503	DO, NANCY	RENT SUBSIDY	812.00 *
W600505	DO, THUY THI	RENT SUBSIDY	2,677.00 *
W600506	DO, TINA	RENT SUBSIDY	5,818.00 *

PAGE TOTAL FOR "\*" LINES = 105,942.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600508	DOAN, HUY	RENT SUBSIDY	3,398.00 *
W600510	DONG, MINH TRANG	RENT SUBSIDY	12,372.00 *
W600511	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	717.00 *
W600512	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	9,164.00 *
W600515	DUNNETT, DAVID F	RENT SUBSIDY	3,088.00 *
W600516	DUONG, HONG MANH	RENT SUBSIDY	744.00 *
W600518	DUONG, MINH B	RENT SUBSIDY	2,775.00 *
W600520	DUONG, TONY XUAN	RENT SUBSIDY	1,144.00 *
W600523	DV-DEVELOPMENT & INVESTMENT, LLC	RENT SUBSIDY	3,805.00 *
W600526	EHLE, GERALD	RENT SUBSIDY	915.00 *
W600528	EL RAY PARTNERS, LLC C/O SCHROEDER MANAGEMENT CO.	RENT SUBSIDY	8,053.00 *
W600530	EMERALD FIELD, LLC	RENT SUBSIDY	4,924.00 *
W600534	ESPARZA, YOLANDA	RENT SUBSIDY	1,079.00 *
W600535	FAIRFAX COUNTY DEPT OF HOUSING	RENT SUBSIDY	10,661.38 *
W600536	FENG, TIMOTHY	RENT SUBSIDY	497.00 *
W600538	FIVE POINTS SENIOR APTS	RENT SUBSIDY	6,131.00 *
W600541	FRECHTMAN, WILLIAM	RENT SUBSIDY	3,739.00 *
W600544	GARDEN BAY APARTMENTS, LLC C/O PACIFICA CO	RENT SUBSIDY	706.00 *
W600545	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	6,708.00 *
W600548	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,191.00 *
W600549	GIACALONE, BRIGITTE	RENT SUBSIDY	811.00 *
W600557	GREEN, WILLIAM C/O G REYES	RENT SUBSIDY	1,094.00 *

PAGE TOTAL FOR "\*" LINES = 83,716.38

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600562	GUYUMJYAN, GINA	RENT SUBSIDY	3,777.00 *
W600564	HA, KHIEM Q	RENT SUBSIDY	1,717.00 *
W600565	HAH, CHENG	RENT SUBSIDY	2,544.00 *
W600572	HARMONY PARK SR APTS	RENT SUBSIDY	833.00 *
W600573	HAU, STEVEN	RENT SUBSIDY	1,760.00 *
W600574	HELMS, CHARLES	RENT SUBSIDY	2,331.00 *
W600576	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	826.00 *
W600578	HO, HENRY HOI	RENT SUBSIDY	9,421.00 *
W600580	HO, TIM	RENT SUBSIDY	3,033.00 *
W600582	HOANG, KHOI	RENT SUBSIDY	1,994.00 *
W600586	HOANG, LANG	RENT SUBSIDY	830.00 *
W600588	HOLEY, ELIZABETH	RENT SUBSIDY	959.00 *
W600590	HOMEOWNERS PROPERTIES, LLC	RENT SUBSIDY	2,794.00 *
W600592	HOWELL, ARLENE J	RENT SUBSIDY	4,344.00 *
W600596	HUYNH, DUONG P	RENT SUBSIDY	3,862.00 *
W600597	HUYNH, KELVIN	RENT SUBSIDY	2,243.00 *
W600599	HUYNH, MINH T MAI	RENT SUBSIDY	771.00 *
W600602	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	4,588.00 *
W600605	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	9,421.00 *
W600606	JG & B CORPORATION	RENT SUBSIDY	7,416.00 *
W600609	JTK & ASSOCIATES	RENT SUBSIDY	1,127.00 *
W600610	JUNG SUN NOH C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	9,012.00 *

PAGE TOTAL FOR "\*" LINES = 75,603.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600611	K.L.S. ONE LLC	RENT SUBSIDY	971.00 *
W600612	KAY VEE, LLC	RENT SUBSIDY	873.00 *
W600617	KEH, LU-YONG	RENT SUBSIDY	3,279.00 *
W600618	KELLEY, ROBERT	RENT SUBSIDY	4,454.00 *
W600619	KHA,CAM MY	RENT SUBSIDY	3,972.00 *
W600620	KIM, JONG WAN C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	4,210.00 *
W600621	KIM,HARRY H C/O CROWN INV REALTY	RENT SUBSIDY	999.00 *
W600625	KLEIN, MARTIN	RENT SUBSIDY	5,254.00 *
W600632	LAGUNA HILLS TRAVELODGE LLC ATTEN: OFFICE	RENT SUBSIDY	23,358.00 *
W600633	LAKE SIDE ASSOCIATION	RENT SUBSIDY	6,527.00 *
W600634	LAM, HAI	RENT SUBSIDY	9,662.00 *
W600635	LAM,DUY M	RENT SUBSIDY	3,186.00 *
W600637	LANDA, SALVADOR	RENT SUBSIDY	868.00 *
W600643	LE, HIEN QUANG	RENT SUBSIDY	811.00 *
W600644	LE, HONG PHUC THI	RENT SUBSIDY	1,662.00 *
W600646	LE, KIM CHI T	RENT SUBSIDY	2,240.00 *
W600648	LE, LY PHUONG	RENT SUBSIDY	964.00 *
W600650	LE, MICHAEL	RENT SUBSIDY	1,732.00 *
W600652	LE, NGAN VAN	RENT SUBSIDY	1,649.00 *
W600655	LE, NGUYEN NHU	RENT SUBSIDY	937.00 *
W600656	LE, TAN T	RENT SUBSIDY	10,612.00 *
W600660	LE, TRUNG T	RENT SUBSIDY	1,001.00 *

PAGE TOTAL FOR "\*" LINES = 89,221.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600667	LEDUC, MONIQUE	RENT SUBSIDY	1,575.00 *
W600669	LEUNG, ROGER	RENT SUBSIDY	3,751.00 *
W600673	LIN, EEL-YU	RENT SUBSIDY	4,902.00 *
W600674	LOHR, KATHY	RENT SUBSIDY	2,376.00 *
W600675	LOTUS PROPERTIES	RENT SUBSIDY	3,891.00 *
W600676	LUONG, ALAN D	RENT SUBSIDY	3,042.00 *
W600677	LUU, XUYEN	RENT SUBSIDY	1,142.00 *
W600678	LY, NGUYEN HENRI B	RENT SUBSIDY	5,303.00 *
W600679	LY, TAN Q	RENT SUBSIDY	805.00 *
W600680	LY, TRANH	RENT SUBSIDY	1,329.00 *
W600681	LY, XUAN GRACE LINH	RENT SUBSIDY	1,977.00 *
W600688	MAI, CHUCK	RENT SUBSIDY	6,727.00 *
W600695	MAUREEN APARTMENTS NO.2 LP	RENT SUBSIDY	2,851.00 *
W600702	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	3,620.00 *
W600703	MEAK, MANH	RENT SUBSIDY	1,285.00 *
W600707	MIKE & KATHY LEE LP	RENT SUBSIDY	3,901.00 *
W600711	MLR PROPERTY MANAGEMENT, LLC	RENT SUBSIDY	1,012.00 *
W600718	N & V DEVELOPMENT, LLC	RENT SUBSIDY	21,174.00 *
W600721	NEW TCNY LLC RETIREMENT PLAN & TRUST	RENT SUBSIDY	2,583.00 *
W600728	NGO, LOC T	RENT SUBSIDY	944.00 *
W600730	NGO, MY TRONG	RENT SUBSIDY	1,228.00 *
W600731	NGO, VINCE K	RENT SUBSIDY	1,105.00 *

PAGE TOTAL FOR "\*" LINES = 76,523.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600734	NGUYEN, ANDREW Q	RENT SUBSIDY	3,671.00 *
W600735	NGUYEN, ANNIE	RENT SUBSIDY	1,397.00 *
W600736	NGUYEN, AUNDREY N	RENT SUBSIDY	811.00 *
W600739	NGUYEN, BINH QUOC	RENT SUBSIDY	1,330.00 *
W600741	NGUYEN, CALVIN H	RENT SUBSIDY	1,496.00 *
W600742	NGUYEN, CHI HUYEN	RENT SUBSIDY	1,696.00 *
W600743	NGUYEN, CHUONG	RENT SUBSIDY	1,211.00 *
W600745	NGUYEN, CUONG C/O LUKE NGUYEN	RENT SUBSIDY	1,715.00 *
W600746	NGUYEN, DOMINIC	RENT SUBSIDY	5,988.00 *
W600748	NGUYEN, HAO & HUONG T	RENT SUBSIDY	2,262.00 *
W600749	NGUYEN, HOA THI	RENT SUBSIDY	6,218.00 *
W600756	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	2,094.00 *
W600757	NGUYEN, KENNETH	RENT SUBSIDY	1,186.00 *
W600759	NGUYEN, LANIE	RENT SUBSIDY	10,331.00 *
W600760	NGUYEN, LINDA	RENT SUBSIDY	1,969.00 *
W600761	NGUYEN, LYNDA	RENT SUBSIDY	8,721.00 *
W600762	NGUYEN, MIMI	RENT SUBSIDY	1,131.00 *
W600763	NGUYEN, MYRA D	RENT SUBSIDY	14,411.00 *
W600765	NGUYEN, NGOC A	RENT SUBSIDY	266.00 *
W600769	NGUYEN, PHUONG MY THI	RENT SUBSIDY	8,342.00 *
W600772	NGUYEN, SON HONG	RENT SUBSIDY	1,020.00 *
W600778	NGUYEN, THAI DUC	RENT SUBSIDY	1,844.00 *

PAGE TOTAL FOR "\*" LINES = 79,110.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600779	NGUYEN, THANH-LE	RENT SUBSIDY	1,720.00 *
W600781	NGUYEN, THINH QUOC	RENT SUBSIDY	2,403.00 *
W600783	NGUYEN, THUAN C	RENT SUBSIDY	1,976.00 *
W600785	NGUYEN, TIEP	RENT SUBSIDY	1,768.00 *
W600790	NGUYEN, TUNG QUOC	RENT SUBSIDY	1,596.00 *
W600793	NGUYEN, TUYET-LAN T	RENT SUBSIDY	1,895.00 *
W600796	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	150.00 *
W600799	NGUYEN, CHI CHARLIE	RENT SUBSIDY	113.00 *
W600800	NGUYEN, DUNG VAN	RENT SUBSIDY	2,647.00 *
W600801	NGUYEN, HUY	RENT SUBSIDY	1,763.00 *
W600802	NGUYEN, LAN PHUONG THI	RENT SUBSIDY	2,822.00 *
W600803	NGUYEN, LANI LAN T	RENT SUBSIDY	1,160.00 *
W600805	NGUYEN, MINH NGOC	RENT SUBSIDY	1,099.00 *
W600808	NGUYEN, PHAC V & NGUYEN HA T	RENT SUBSIDY	1,747.00 *
W600813	NGUYEN, THINH THI	RENT SUBSIDY	6,366.00 *
W600819	NGUYEN-SHEPARDSON, CAY THI	RENT SUBSIDY	4,099.00 *
W600821	NISHIMOTO, SCOTT	RENT SUBSIDY	3,548.00 *
W600831	PALM ISLAND	RENT SUBSIDY	11,441.00 *
W600835	PARK PLACE APTS LLP	RENT SUBSIDY	3,181.00 *
W600841	PATEL DILIP M	RENT SUBSIDY	5,883.00 *
W600845	PELICAN INVESTMENTS #6 LLC	RENT SUBSIDY	2,998.00 *
W600846	PELICAN INVESTMENTS, LLC	RENT SUBSIDY	375.00 *

PAGE TOTAL FOR "\*" LINES = 60,750.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600847	PETITE ELISE, LLC	RENT SUBSIDY	1,206.00 *
W600851	PHAM, DAVID LINH	RENT SUBSIDY	3,445.00 *
W600852	PHAM, LAN VAN	RENT SUBSIDY	5,933.00 *
W600853	PHAM, LONG NGOC	RENT SUBSIDY	866.00 *
W600854	PHAM, MINH VAN	RENT SUBSIDY	740.00 *
W600855	PHAM, PHUONG T	RENT SUBSIDY	1,133.00 *
W600859	PHAM, SON THAI	RENT SUBSIDY	1,512.00 *
W600860	PHAM, THANH QUOC	RENT SUBSIDY	2,749.00 *
W600861	PHAM, TIEN M	RENT SUBSIDY	1,181.00 *
W600862	PHAM, TRI	RENT SUBSIDY	1,417.00 *
W600867	PHAM, VICTOR	RENT SUBSIDY	2,023.00 *
W600869	PHAM, HAI MINH	RENT SUBSIDY	7,079.00 *
W600872	PHAM, QUANG	RENT SUBSIDY	1,689.00 *
W600873	PHAN, HELEN HOALIEN	RENT SUBSIDY	2,913.00 *
W600876	PHARN, ART S	RENT SUBSIDY	4,648.00 *
W600878	PINE TREE PROPERTY, LLC	RENT SUBSIDY	2,819.00 *
W600879	PLANO HOUSING AUTHORITY	RENT SUBSIDY	3,160.36 *
W600885	PUGH, RONNIE	RENT SUBSIDY	1,919.00 *
W600889	RAGASOL, EDWARD C/O LIDO PROPERTY MGMT	RENT SUBSIDY	660.00 *
W600895	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,810.00 *
W600896	REYES, RAYMOND	RENT SUBSIDY	2,812.00 *
W600899	ROMO, JULIETA	RENT SUBSIDY	3,977.00 *

PAGE TOTAL FOR "\*" LINES = 55,691.36

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600912	SCULLIN, ALFRED L C/O PARK PACIFIC	RENT SUBSIDY	2,750.00 *
W600913	SHADE TREE APTS, LLC, DBA	RENT SUBSIDY	102.00 *
W600919	SINGING TREE	RENT SUBSIDY	2,376.00 *
W600920	SPH ENTERPRISES LLC	RENT SUBSIDY	5,953.00 *
W600923	STIDHAM, ERICA	RENT SUBSIDY	5,282.00 *
W600925	STUART DRIVE/ROSE GARDEN APTS C/O RENTAL OFFICE	RENT SUBSIDY	74,994.00 *
W600926	SUNGROVE SENIOR APTS	RENT SUBSIDY	19,294.00 *
W600928	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	12,061.00 *
W600934	TANG, ENLIANG T	RENT SUBSIDY	1,017.00 *
W600935	TDT WASHINGTON, LLC	RENT SUBSIDY	6,375.00 *
W600938	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	25,540.00 *
W600944	TIET, THAO PHUONG	RENT SUBSIDY	3,666.00 *
W600945	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	58,562.00 *
W600946	TRAN'S APARTMENTS	RENT SUBSIDY	4,935.00 *
W600951	TRAN, BILLY	RENT SUBSIDY	1,061.00 *
W600952	TRAN, CHUONG V.	RENT SUBSIDY	2,297.00 *
W600954	TRAN, HENRY	RENT SUBSIDY	1,166.00 *
W600956	TRAN, HOA	RENT SUBSIDY	1,184.00 *
W600957	TRAN, HOANG N	RENT SUBSIDY	1,325.00 *
W600958	TRAN, HUYEN N	RENT SUBSIDY	2,177.00 *
W600965	TRAN, LAY THI	RENT SUBSIDY	1,179.00 *
W600966	TRAN, LOC H	RENT SUBSIDY	1,258.00 *

PAGE TOTAL FOR "\*" LINES = 234,554.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W600968	TRAN, MARY	RENT SUBSIDY	461.00 *
W600969	TRAN, NGOC THI	RENT SUBSIDY	2,114.00 *
W600972	TRAN, RYAN	RENT SUBSIDY	1,349.00 *
W600973	TRAN, SONNY	RENT SUBSIDY	1,984.00 *
W600977	TRAN, THI	RENT SUBSIDY	1,354.00 *
W600978	TRAN, THU HUONG THI	RENT SUBSIDY	677.00 *
W600979	TRAN, THUY	RENT SUBSIDY	921.00 *
W600982	TRAN, TU	RENT SUBSIDY	4,034.00 *
W600984	TRAN, DANNY	RENT SUBSIDY	1,906.00 *
W600985	TRAN, HUY	RENT SUBSIDY	876.00 *
W600986	TRAN, THAO DUC	RENT SUBSIDY	2,702.00 *
W600987	TRANG, TOM	RENT SUBSIDY	2,776.00 *
W600988	TRIEU, NANCY	RENT SUBSIDY	1,949.00 *
W600992	TRUONG, ALAN	RENT SUBSIDY	3,213.00 *
W600994	TRUONG, HUE	RENT SUBSIDY	2,059.00 *
W600998	TSAI, CAROLINE	RENT SUBSIDY	3,118.00 *
W601003	TURNBULL, JONATHAN H.	RENT SUBSIDY	908.00 *
W601005	V W PROPERTY	RENT SUBSIDY	3,333.00 *
W601006	VALLEY VIEW SENIOR APTS C/O G & K MGMT CO, INC	RENT SUBSIDY	9,910.00 *
W601008	VAN, XUAN NGA	RENT SUBSIDY	2,099.00 *
W601012	VILLA CHAPMAN APARTMENTS, LLC	RENT SUBSIDY	635.00 *
W601018	VLE RENTAL, LLC	RENT SUBSIDY	2,130.00 *

PAGE TOTAL FOR "\*" LINES = 50,508.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W601020	VO, JEFF	RENT SUBSIDY	1,055.00 *
W601023	VO, LOC ANH	RENT SUBSIDY	1,053.00 *
W601024	VO, THIEN T.	RENT SUBSIDY	217.00 *
W601027	VORA, NIPA D	RENT SUBSIDY	2,678.00 *
W601028	VU, ANNE PHUONG	RENT SUBSIDY	3,180.00 *
W601029	VU, DAT	RENT SUBSIDY	12,166.00 *
W601030	VU, DEAN	RENT SUBSIDY	2,285.00 *
W601031	VU, KATHY HUONG	RENT SUBSIDY	286.00 *
W601032	VU, LINH DUY	RENT SUBSIDY	1,453.00 *
W601035	VU, NGUYET-THUYEN LE	RENT SUBSIDY	5,421.00 *
W601038	VU, VINCE HUNG	RENT SUBSIDY	5,653.00 *
W601040	VUONG, PETER H.	RENT SUBSIDY	5,537.00 *
W601042	WANG, SUZY	RENT SUBSIDY	7,160.00 *
W601047	WESSELN, HENRY B	RENT SUBSIDY	980.00 *
W601052	WESTPARK APTS	RENT SUBSIDY	945.00 *
W601057	WONDERFUL IDEA, LLC	RENT SUBSIDY	13,718.00 *
W601060	YAU, DEBBIE C.	RENT SUBSIDY	1,876.00 *
W601062	ZASLAVSKY, ALEXANDER OR EUGENIA	RENT SUBSIDY	3,846.00 *
W601063	ZHOU, JIN	RENT SUBSIDY	689.00 *

PAGE TOTAL FOR "\*" LINES = 70,198.00

FINAL TOTAL 2,408,947.28 \*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/01/16

DEMANDS #600412 - 601063 AND DIRECT DEPOSIT W600411 - W601063 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MARCH 1, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
KINGSLEY C. OKEREKE - FINANCE DIRECTOR

DIRECT DEPOSIT \$1,166,656.74

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a Cooperative Agreement with the Orange County Transportation Authority for the Chapman Avenue Corridor Traffic Signal Synchronization Project. (Cost: \$316,301) ( <i>Action Item</i> )		
		Date:	3/8/2016

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**OBJECTIVE**

For the City Council to approve a Cooperative Agreement with the Orange County Transportation Authority (OCTA) for the Chapman Avenue Corridor Traffic Signal Synchronization Project.

**BACKGROUND**

On December 9, 2014, City Council authorized staff to submit a grant application to the Orange County Transportation Authority for funding under the M2 Regional Traffic Signal Synchronization Program (RTSSP) for traffic signal synchronization on Chapman Avenue.

**DISCUSSION**

The project spans approximately 14 miles and includes 55 traffic signals. It would begin at Valley View Street in the city of Garden Grove and terminate at Cliffway Drive in the city of Orange. The project cost is estimated at \$2,930,055. The project subtotal for the City of Garden Grove is \$1,581,505. The local match (@20%) is \$316,301. The project includes developing signal timing, equipment upgrades, and three years of traffic monitoring along the corridor. The project is anticipated to begin April 2016.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The City of Garden Grove's financial responsibility towards the project is estimated at \$316,301. Funds have been allocated in FY 14/15 and the remainder will be allocated in the upcoming fiscal year

through Measure M2 Local Fair Share.

### RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Cooperative Agreement with the OCTA for the Chapman Avenue Corridor Traffic Signal Synchronization Project; and
- Authorize the City Manager to execute the Cooperative Agreement.

By: Dai C. Vu, Associate Engineer

### ATTACHMENTS:

Description	Upload Date	Type	File Name
COOP AGREEMENT C-5-3587	2/22/2016	Cover Memo	3.8.16_chpmnagrmnt_C-5-3587.pdf

1 COOPERATIVE AGREEMENT NO. C-5-3587

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITIES OF ORANGE, GARDEN GROVE,

6 AND

7 THE COUNTY OF ORANGE

8 FOR

9 CHAPMAN AVENUE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

10 THIS COOPERATIVE AGREEMENT (Agreement), is effective this \_\_\_\_\_ day of  
11 \_\_\_\_\_, 201\_\_, by and between the Orange County Transportation Authority, 550 South  
12 Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of  
13 California (herein referred to as "AUTHORITY") and the cities of Orange, Garden Grove, and the County  
14 of Orange, (hereinafter referred to as "PARTICIPATING AGENCIES") each individually known as "Party"  
15 and collectively known as the "Parties".

16 RECITALS:

17 WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working  
18 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed  
19 Measure M (M2) Regional Traffic Signal Synchronization Program (Project P) to enhance countywide  
20 traffic flow and reduce congestion; and

21 WHEREAS, the AUTHORITY has completed the competitive 2015 Call for Projects (hereinafter,  
22 "2015 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,  
23 "APPLICATION") prepared by the City of Orange (hereinafter referred to as the "APPLICANT  
24 AGENCY") for implementation of signal synchronization of traffic signals along Chapman Avenue  
25 (hereinafter, "PROJECT"); and

26 /



1       **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION has elected to  
2 designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out  
3 PROJECT; and

4       **WHEREAS**, the PROJECT will include approximately fifty-five (55) traffic signalized  
5 intersections as identified in the APPLICATION; and

6       **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements  
7 identified in the APPLICATION including certain hardware and software upgrades to intersection traffic  
8 controller units, traffic telematics and intertie systems, Advanced Transportation Management  
9 Systems (ATMS), and other associated systems (hereinafter collectively referred to as "ITS  
10 ELEMENTS"), will be constructed and/or installed and implemented as part of the PROJECT as  
11 identified in APPLICATION; and

12       **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate  
13 the inclusion of other ITS elements (hereinafter OTHER ELEMENTS) that should be installed at the  
14 same time as the construction of the PROJECT and are not part of this Agreement; and

15       **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the sole  
16 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course  
17 of the project; and

18       **WHEREAS**, based on APPLICATION, the AUTHORITY agrees to implement the PROJECT; and

19       **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide  
20 PROJECT funding in a combined cash and in-kind services match of Five Hundred Eighty Seven  
21 Thousand Eleven Dollars (\$587,011.00), as shown in Attachment A, or equivalent to twenty percent  
22 (20%) of PROJECT cost; and

23       **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this  
24 Agreement to implement the PROJECT in support of Project P; and

25       /

26       /

1       **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities  
2 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the  
3 PROJECT; and

4       **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding for  
5 the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative  
6 agreement on April 27, 2015; and

7       **WHEREAS**, the City of Orange's City Council approved this Agreement on the \_\_\_\_ day of  
8 \_\_\_\_\_, 20\_\_\_\_.

9       **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the \_\_\_\_ day  
10 of \_\_\_\_\_, 20\_\_\_\_.

11       **WHEREAS**, the County of Orange Board of Supervisors approved this Agreement on the \_\_\_\_  
12 day of \_\_\_\_\_, 20\_\_\_\_.

13       **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the  
14 PARTICIPATING AGENCIES as follows:

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       A. This Agreement, including any attachments incorporated herein and made applicable by  
17 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this  
18 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior  
19 representations, understandings, and communications. The invalidity in whole or in part of any term or  
20 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.  
21 The above referenced Recitals are true and correct and are incorporated by reference herein.

22       B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'  
23 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
24 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or  
25 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force  
26 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except

1 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
2 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

3 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's  
4 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
5 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of  
6 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force  
7 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING  
8 AGENCIES except when specifically confirmed in writing by an authorized representative of  
9 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in  
10 accordance with the provisions of this Agreement.

11 **ARTICLE 2. SCOPE OF AGREEMENT**

12 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the  
13 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree  
14 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any  
15 other supplemental agreements that may be required to facilitate purposes thereof.

16 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

17 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

18 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the  
19 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures  
20 contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

21 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal  
22 operational integrity between PROJECT and other similar type projects not older than three (3) years.

23 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation  
24 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

25 D. AUTHORITY shall perform web-based public outreach activities for the PROJECT to  
26 communicate major project milestones and results.

1 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as  
2 described in the CTFP.

3 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of  
4 PROJECT, may perform a technical and/or field review to ensure that the CTFP guidelines, policies, and  
5 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the  
6 PROJECT three-year grant period is complete. If the technical and or field review determines that any of  
7 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse  
8 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

9 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in  
10 APPLICATION and Attachment A for the dollar cash match at the start of the PROJECT or at a mutually  
11 agreed upon time to facilitate any respective AGENCY funding timeframes.

12 H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review  
13 process, including documentation of in-kind match conforming to Attachment A and will include the  
14 PROJECT in the list of active projects in OCfundTracker until completion of the three-year grant period.  
15 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

16 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

17 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the  
18 implementation of the PROJECT:

19 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure,  
20 and complete the PROJECT as identified in APPLICATION.

21 B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

22 C. To collect all data necessary to provide new optimized timing plans including, but not  
23 limited to, manual intersection all movement counts, and twenty four (24) hour/ seven (7) day automated  
24 machine traffic counts with vehicle classification.

25 D. To develop and implement new timing plans optimized for signal synchronization.

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1 E. To provide updated timing plans for all control systems and all relevant data used to  
2 develop said plans to PARTICIPATING AGENCIES.

3 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2  
4 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is  
5 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section  
6 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the  
7 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments  
8 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and  
9 After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

10 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

11 PARTICIPATING AGENCIES agree to the following responsibilities for implementation and  
12 funding of PROJECT:

13 A. Provide a technical representative to meet and participate as a member of the  
14 PROJECT's Traffic Forum.

15 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of  
16 PROJECT.

17 C. To participate and support PROJECT implementation within the timeframe outlined in  
18 APPLICATION and consistent with the CTFP guidelines adopted by AUTHORITY.

19 D. To provide AUTHORITY all current intersection, local field master, and/or ATMS timing  
20 plans and related data upon request.

21 E. To provide the local cash match and/or documentation for the in-kind services match  
22 for PROJECT in accordance with Attachment A. Failure to provide included local cash match and or  
23 evidence of in-kind services match may result in the loss of future participation for competitive funding  
24 opportunities.

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1 F. PARTICIPATING AGENCIES that have included a dollar match as identified in  
2 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar  
3 days of receipt of an invoice.

4 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified  
5 in Attachment A shall provide documentation of conformance as part of the semi-annual review process.

6 H. To waive all fees associated with any local agency permits that may be required of the  
7 consultant, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

8 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as  
9 part of semi-annual review process until completion of the three-year PROJECT grant period. Documents  
10 to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

11 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue ongoing  
12 monitoring and maintenance after the three-year grant period is complete and continue until the end of  
13 the PROJECT per additional maintenance of effort in APPLICATION.

14 **ARTICLE 6. DELEGATED AUTHORITY**

15 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this  
16 Agreement are delegated to it's respective City Manager, or designee, and the actions required to be  
17 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief  
18 Executive Officer or designee.

19 **ARTICLE 7. AUDIT AND INSPECTION**

20 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in  
21 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING  
22 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,  
23 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a  
24 period of five(5) years after final payment, or until any on-going audit is completed. For purposes of audit,

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1 the date of completion of this Agreement shall be the date of AUTHORITY's payment of OCTA  
2 Consultant's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the  
3 right to reproduce any such books, records, and accounts. The above provision with respect to audits  
4 shall extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

5 **ARTICLE 8. INDEMNIFICATION**

6 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at  
7 PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to  
8 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and  
9 agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,  
10 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,  
11 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not  
12 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES' employees  
13 included), for damage to property, including property owned by AUTHORITY, or from any violation of any  
14 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful  
15 misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection  
16 with or arising out of the performance of this Agreement.

17 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole  
18 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,  
19 protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees, and agents  
20 (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims,  
21 demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,  
22 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not  
23 limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for  
24 damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of  
25 any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or  
26 /

1 willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising  
2 out of the performance of this Agreement.

3 C. The indemnification and defense obligations of this Agreement shall survive its expiration  
4 or termination.

5 **ARTICLE 9. ADDITIONAL PROVISIONS**

6 A. Term of Agreement: This Agreement shall be in full force and effect through \_\_\_\_\_  
7 20 \_\_\_\_.

8 B. Amendment: This Agreement may be extended or amended in writing at any time by the  
9 mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless  
10 executed in writing by all Parties and AUTHORITY.

11 C. Termination: In the event any Party defaults in the performance of their respective  
12 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting  
13 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written  
14 notice to the Party in default.

15 D. Termination for Convenience: Either Party may terminate this Agreement for its  
16 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for  
17 convenience to the other Party.

18 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,  
19 state, and local laws, statutes, ordinances and regulations of any governmental authority having  
20 jurisdiction over the PROJECT.

21 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they  
22 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this  
23 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

24 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be  
25 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
26 /



remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

I. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

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M. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To ORANGE:	To AUTHORITY:
City of Orange	Orange County Transportation Authority
300 E. Chapman Avenue Orange, CA 92866	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Jacki Scott City Traffic Engineer Tel: (714) 744-5536 Email: <a href="mailto:jscott@cityoforange.org">jscott@cityoforange.org</a>	Attention: Venita Anderson Senior Contract Administrator Tel: (714) 560-5427 E-mail: <a href="mailto:vanderson@octa.net">vanderson@octa.net</a>

To GARDEN GROVE:	To COUNTY OF ORANGE:
City of Garden Grove	County of Orange
11222 Acacia Parkway Garden Grove, CA 92842	300 N. Flower Street Santa Ana, CA 92703-5000
Attention: Tony Aquino Traffic Engineer Tel: (714) 741-5193 Email: <a href="mailto:tony1@ci.garden-grove.ca.us">tony1@ci.garden-grove.ca.us</a>	Attention: Isaac Alonso Rice Traffic Engineer Tel: (714) 245-4569 Email: <a href="mailto:isaac.alonsorice@ocpw.ocgov.com">isaac.alonsorice@ocpw.ocgov.com</a>

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This Agreement shall be made effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3587 to be executed on the date first written above.

**CITY OF ORANGE**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

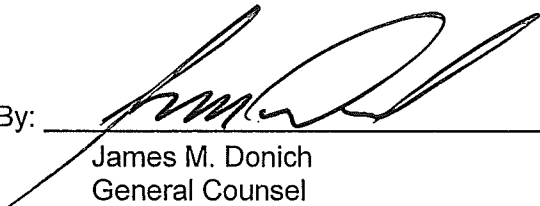
By: \_\_\_\_\_  
Teresa Smith  
Mayor

By: \_\_\_\_\_  
Darrell Johnson  
Chief Executive Officer

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Mary E. Murphy  
City Clerk

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

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Wayne Winthers  
City Attorney

By: \_\_\_\_\_  
Kia Mortazavi  
Executive Director, Planning

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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This Agreement shall be made effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3587 to be  
executed on the date first written above.

**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
Scott C. Stiles  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Kathleen Bailor  
City Clerk

**APPROVED AS TO FORM**

By: Omar Sandoval  
Omar Sandoval  
City Attorney

Dated: 2-12-16

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3587 to be  
3 executed on the date first written above.

4 **COUNTY OF ORANGE**

5 By: \_\_\_\_\_  
6 Todd Spitzer  
7 Board of Supervisors

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Robin Stieler  
12 Clerk of the Board

13 **APPROVED AS TO FORM**

14  
15 By: \_\_\_\_\_  
16 Nicholas S. Chrisos  
17 County Counsel

18  
19 Dated: \_\_\_\_\_  
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**DETAILED LOCAL MATCH COMMITMENT**

**SECTION 1: AGENCY TOTAL MATCH SUMMARY**

AGENCY	CASH	IN-KIND	TOTAL MATCH
City of Orange	\$ 210,172.00	\$ 12,620.00	\$ 222,792.00
City of Garden Grove	\$ 316,773.00	\$ 11,400.00	\$ 328,173.00
County of Orange	\$ 36,046.00	\$ 0.00	\$ 36,046.00
	<b>\$562,991.00</b>	<b>\$24,020.00</b>	<b>\$587,011.00</b>

**SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)**

**A. Cash Match**

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Orange	M2 Fairshare	\$ 210,172.00
City of Garden Grove	M2 Fairshare	\$ 316,773.00
County of Orange	ROADS Funds	\$ 36,046.00
<b>TOTAL</b>		<b>\$562,991.00</b>

**B. In-Kind Services**

*i. Specific Improvements (List items and Cost):*

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
			\$
<b>TOTAL</b>			

COOPERATIVE AGREEMENT NO. C-5-3587  
CHAPMAN AVENUE - RTSSP  
ATTACHMENT A

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL*
City of Orange	City Traffic Engineer	Project Support / Implementation	30	\$121	\$3,630
City of Orange	Operation Engineer	Project Support / Implementation	50	\$79	\$3,950
City of Orange	TMC Technician	Project Support / Implementation	70	\$70	\$5,040
<b>Total for <u>City of Orange</u>:</b>					<b>\$ 12,620.00</b>
City of Garden Grove	Associate Engineer	Project Support / Implementation	40	\$95	\$3,800
City of Garden Grove	Sr. Traffic Signal Engineer	Project Support / Implementation	40	\$75	\$3,000
City of Garden Grove	Construction Inspector	Project Support / Implementation	40	\$115	\$4,600
<b>Total for <u>City of Garden Grove</u>:</b>					<b>\$ 11,400.00</b>
<b>TOTAL IN-KIND MATCH*:</b>					<b>\$ 24,020.00</b>

*\*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a Cooperative Agreement with the Orange County Transportation Authority for the Westminster Avenue Corridor Traffic Signal Synchronization Project. (Cost: \$109,017) (Action Item)		
		Date:	3/8/2016

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**OBJECTIVE**

For the City Council to approve a Cooperative Agreement with the Orange County Transportation Authority (OCTA) for the Westminster Avenue Corridor Traffic Signal Synchronization Project.

**BACKGROUND**

On December 9, 2014, City Council authorized staff to submit a grant application to the Orange County Transportation Authority for funding under the M2 Regional Traffic Signal Synchronization Program (RTSSP) for traffic signal synchronization on Westminster Avenue.

**DISCUSSION**

The project spans approximately 16 miles and includes 63 traffic signals. It would begin at Apollo Drive in the City of Seal Beach and terminate at Newport Avenue in the County of Orange. The project cost is estimated at \$3,525,128. The project subtotal for the City of Garden Grove is \$545,085. The local match (@ 20%) is \$109,017. The project includes developing signal timing, equipment upgrades, and three years of traffic monitoring along the corridor. The project is anticipated to begin April 2016.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The City of Garden Grove's financial responsibility towards the project is estimated at \$109,017. Funds have been allocated in FY 14/15 and the remainder will be allocated in the upcoming fiscal year



through Measure M2 Local Fair Share.

### RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Cooperative Agreement with the OCTA for the Westminster Avenue Corridor Traffic Signal Synchronization Project; and
- Authorize the City Manager to execute the Cooperative Agreement.

By: Dai C. Vu, Associate Engineer

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
COOP AGREEMENT C-5-3589	2/22/2016	Cover Memo	3.8.16_wstmnsagrmnt_C-53589.pdf

1 COOPERATIVE AGREEMENT NO. C-5-3589

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITIES OF SANTA ANA, GARDEN GROVE, SEAL BEACH,

6 TUSTIN, WESTMINSTER,

7 AND

8 COUNTY OF ORANGE

9 FOR

10 WESTMINSTER AVENUE / 17<sup>TH</sup> STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION

11 PROJECT

12 THIS COOPERATIVE AGREEMENT (Agreement), is effective this \_\_\_\_\_ day of  
13 \_\_\_\_\_, 201\_\_\_\_, by and between the Orange County Transportation Authority, 550 South  
14 Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of  
15 California (herein referred to as "AUTHORITY") and the cities of Santa Ana, Garden Grove, Seal Beach,  
16 Tustin, Westminster, and the County of Orange (hereinafter referred to as "PARTICIPATING  
17 AGENCIES") each individually known as "Party" and collectively known as the "Parties".

18 RECITALS:

19 WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working  
20 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed  
21 Measure M (M2) Regional Traffic Signal Synchronization Program (Project P) to enhance countywide  
22 traffic flow and reduce congestion; and

23 WHEREAS, the AUTHORITY has completed the competitive 2015 Call for Projects (hereinafter,  
24 "2015 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,  
25 "APPLICATION") prepared by the City of Santa Ana (hereinafter referred to as the "APPLICANT  
26 /

1 AGENCY") for implementation of signal synchronization of traffic signals along Westminster Avenue/17<sup>th</sup>  
2 Street (hereinafter, "PROJECT"); and

3 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to  
4 designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out  
5 PROJECT; and

6 **WHEREAS**, the PROJECT will include approximately sixty three (63) traffic signalized  
7 intersections as identified in the APPLICATION; and

8 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements  
9 identified in the APPLICATION including certain hardware and software upgrades to intersection traffic  
10 controller units, traffic telematics and intertie systems, Advanced Transportation Management  
11 Systems (ATMS), and other associated systems (hereinafter collectively referred to as "ITS  
12 ELEMENTS"), will be constructed and/or installed and implemented as part of the PROJECT as  
13 identified in APPLICATION; and

14 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate  
15 the inclusion of other ITS elements (OTHER ELEMENTS) that should be installed at the same time  
16 as the construction of the PROJECT and are NOT part of this Agreement; and

17 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the sole  
18 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course  
19 of the project; and

20 **WHEREAS**, based on APPLICATION, the AUTHORITY agrees to implement the PROJECT; and

21 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide  
22 PROJECT funding in a combined cash and in-kind services match of Seven Hundred Five Thousand  
23 Twenty Six Dollars (\$705,026.00), as shown in Attachment A, or equivalent to twenty percent (20%) of  
24 PROJECT cost; and

25 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this  
26 Agreement to implement the PROJECT in support of Project P; and

1       **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities  
2 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the  
3 PROJECT.

4       **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding for  
5 the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative  
6 agreement on April 27, 2015.

7       **WHEREAS**, the City of Santa Ana's City Council approved this Agreement on the \_\_\_\_ day of  
8 \_\_\_\_\_, 20\_\_\_\_.

9       **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the \_\_\_\_ day  
10 of \_\_\_\_\_, 20\_\_\_\_.

11       **WHEREAS**, the City of Seal Beach's City Council approved this Agreement on the \_\_\_\_ day of  
12 \_\_\_\_\_, 20\_\_\_\_.

13       **WHEREAS**, the City of Tustin's City Council approved this Agreement on the \_\_\_\_ day of  
14 \_\_\_\_\_, 20\_\_\_\_.

15       **WHEREAS**, the City of Westminster's City Council approved this Agreement on the \_\_\_\_ day  
16 of \_\_\_\_\_, 20\_\_\_\_.

17       **WHEREAS**, the County of Orange Board of Supervisors approved this Agreement on the \_\_\_\_  
18 day of \_\_\_\_\_, 20\_\_\_\_.

19       **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the  
20 PARTICIPATING AGENCIES as follows:

21       **ARTICLE 1. COMPLETE AGREEMENT**

22       A. This Agreement, including any attachments incorporated herein and made applicable by  
23 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this  
24 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior  
25 representations, understandings, and communications. The invalidity in whole or in part of any term or  
26 /

1 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.

2 The above referenced Recitals are true and correct and are Incorporated by reference herein.

3 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'  
4 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
5 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or  
6 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force  
7 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except  
8 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's  
11 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
12 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of  
13 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force  
14 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING  
15 AGENCIES except when specifically confirmed in writing by an authorized representative of  
16 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in  
17 accordance with the provisions of this Agreement.

18 **ARTICLE 2. SCOPE OF AGREEMENT**

19 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the  
20 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree  
21 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any  
22 other supplemental agreements that may be required to facilitate purposes thereof.

23 /

24 /

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**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal operational integrity between PROJECT and other similar type projects not older than three (3) years.

C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

D. AUTHORITY shall perform web-based public outreach activities for the project to communicate major project milestones and results.

E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as described in CTFP.

F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of PROJECT, may perform a technical and/or field review to ensure that the CTFP Guidelines, policies, and procedures were followed. Such a review may be performed one hundred and eighty (180) days after the PROJECT three year grant period is complete. If the technical and or field review determines that any of the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse and return the amount of funding used to perform the ineligible activity to AUTHORITY.

G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in APPLICATION and Attachment A for the dollar cash match at the start of the PROJECT or at a mutually agreed upon time to facilitate any respective AGENCY funding timeframes.

H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review process, including documentation of in-kind match conforming to Attachment A and will include the PROJECT in the list of active projects in OCfundTrAcker until completion of the three year grant period. Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

**ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the implementation of the PROJECT:

A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure, and complete the PROJECT as identified in APPLICATION.

B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

C. To collect all data necessary to provide new optimized timing plans including, but not limited to, manual intersection all movement counts, and twenty four (24) hour / seven (7) day automated machine traffic counts with vehicle classification.

D. To develop and implement new timing plans optimized for signal synchronization.

E. To provide updated timing plans for all control systems and all relevant data used to develop said plans to PARTICIPATING AGENCIES.

F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and After Study" video of a representative portion of PROJECT at up to two public meetings.

**ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

PARTICIPATING AGENCIES agree to the following responsibilities for implementation and funding of PROJECT:

A. Provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. To authorize the AUTHORITY to manage, procure, and implement all aspects of PROJECT.

1 C. To participate and support PROJECT implementation within the timeframe outlined in  
2 APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

3 D. To provide AUTHORITY all current intersection, local field master, and/or ATMS timing  
4 plans and related data upon request.

5 E. To provide the local cash match and/or documentation for the in-kind services match  
6 for PROJECT in accordance with Attachment A. Failure to provide included local cash match and or  
7 evidence of in-kind services match may result in the loss of future participation for competitive funding  
8 opportunities.

9 F. PARTICIPATING AGENCIES that have included a dollar match as identified in  
10 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar  
11 days of receipt of an invoice.

12 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified  
13 in Attachment A shall provide documentation of conformance as part of the semi-annual review process.

14 H. To waive all fees associated with any local agency permits that may be required of the  
15 consultant, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

16 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as  
17 part of semi-annual review process until completion of the three year PROJECT grant period. Documents  
18 to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

19 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue Ongoing  
20 Monitoring and Maintenance after the three year grant period is complete and continue until the end of  
21 the PROJECT per additional Maintenance of Effort in APPLICATION.

22 **ARTICLE 6. DELEGATED AUTHORITY**

23 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this  
24 Agreement are delegated to their respective City Manager, or designee, and the actions required to be  
25 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief  
26 Executive Officer or designee.



**ARTICLE 7. AUDIT AND INSPECTION**

AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a period of five (5) years after final payment, or until any on-going audit is completed. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of OCTA Consultant's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

**ARTICLE 8. INDEMNIFICATION**

A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES' employees included), for damage to property, including property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify, protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims,

1 demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,  
2 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not  
3 limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for  
4 damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of  
5 any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or  
6 willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising  
7 out of the performance of this Agreement.

8 C. The indemnification and defense obligations of this Agreement shall survive its expiration  
9 or termination.

10 **ARTICLE 9. ADDITIONAL PROVISIONS**

11 A. Term of Agreement: This Agreement shall be in full force and effect through \_\_\_\_\_  
12 20 \_\_\_\_.

13 B. Amendment: This Agreement may be extended or amended in writing at any time by the  
14 mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless  
15 executed in writing by all Parties and AUTHORITY.

16 C. Termination: In the event any Party defaults in the performance of their respective  
17 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting  
18 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written  
19 notice to the Party in default.

20 D. Termination for Convenience: Either Party may terminate this Agreement for its  
21 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for  
22 convenience to the other Party.

23 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,  
24 state, and local laws, statutes, ordinances and regulations of any governmental authority having  
25 jurisdiction over the PROJECT.

26 /

1 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they  
2 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this  
3 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

4 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be  
5 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
6 remainder of this Agreement shall not be affected thereby, and each term,  
7 provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent  
8 permitted by law.

9 H. Counterparts of Agreement: This Agreement may be executed and delivered in any  
10 number of counterparts, each of which, when executed and delivered shall be deemed an original and all  
11 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

12 I. Force Majeure: Either Party shall be excused from performing its obligations under this  
13 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
14 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
15 commandeering of material, products, plants or facilities by the federal, state or local government; national  
16 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause  
17 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond  
18 the control and is not due to the fault or negligence of the Party not performing.

19 J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or  
20 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
21 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed  
22 void and of no force and effect. Consent to one assignment shall be deemed consent to any subsequent  
23 assignment, nor the waiver of any right to consent to such subsequent assignment.

24 K. Governing Law: The laws of the State of California and applicable local and federal laws,  
25 regulations and guidelines shall govern this Agreement.

26 /

L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

M. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To SANTA ANA:	To AUTHORITY:
City of Santa Ana	Orange County Transportation Authority
20 Civic Center Plaza – M43 Santa Ana, CA 92701	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Vinh Nguyen Senior Civil Engineer Tel: (714) 647-5612 E-mail: <a href="mailto:vnguyen@santa-ana.org">vnguyen@santa-ana.org</a>	Attention: Venita Anderson Senior Contract Administrator Tel: (714) 560-5427 E-mail: <a href="mailto:vanderson@octa.net">vanderson@octa.net</a>

To GARDEN GROVE:	To SEAL BEACH:
City of Garden Grove	City of Seal Beach
11222 Acacia Parkway Garden Grove, CA 92842	211 8 <sup>th</sup> Street Seal Beach, CA 90740
Attention: Tony Aquino City Traffic Engineer Tel: (714) 741-5193 E-mail: <a href="mailto:tony1@garden-grove.org">tony1@garden-grove.org</a>	Attention: Cesar Rangel Assistant Engineer Tel: (562) 431-2527 ext. 1328 E-mail: <a href="mailto:crangel@sealbeachca.gov">crangel@sealbeachca.gov</a>

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To TUSTIN:	To WESTMINSTER:
City of Tustin	City of Westminster
300 Centennial Way Tustin, CA 92780	8200 Westminster Blvd. Westminster, CA 92683
Attention: Krys Saldivar Public Works Manager Tel: (714) 573-3172 E-mail: <a href="mailto:ksaldivar@tustinca.org">ksaldivar@tustinca.org</a>	Attention: Adolfo Ozaeta, P. E. Traffic Engineer Tel: (714) 548-3462 E-mail: <a href="mailto:aozaeta@ci.westminster.ca.us">aozaeta@ci.westminster.ca.us</a>

To ORANGE COUNTY:
County of Orange
300 North Flower Street Santa Ana, CA 92703
Attention: Isaac Alonso Rice, P.E. Traffic Engineer Tel: (714) 245-4569 E-mail: <a href="mailto:Isaac.alonsorice@ocpw.ocgov.com">Isaac.alonsorice@ocpw.ocgov.com</a>

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This Agreement shall be made effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3589 to be executed on the date first written above.

**CITY OF SANTA ANA**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**


By: \_\_\_\_\_  
David Cavazos  
City Manager

By: \_\_\_\_\_  
Darrell Johnson  
Chief Executive Officer

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Maria D. Huizar  
City Clerk

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

**APPROVED AS TO FORM**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Sonia R. Carvalho  
City Attorney

By: \_\_\_\_\_  
Kia Mortazavi  
Executive Director, Planning

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

COOPERATIVE AGREEMENT NO. C-5-3589  
WESTMINSTER AVENUE / 17<sup>TH</sup> STREET - RTSSP

This Agreement shall be made effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3589 to be  
executed on the date first written above.

**CITY OF GARDEN GROVE**

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

Scott C. Stiles  
City Manager

**ATTEST:**

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

Kathleen Bailor  
City Clerk

**APPROVED AS TO FORM**

By: Omar Sandoval

Omar Sandoval  
City Attorney

Dated: 2-12-16

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3589 to be  
3 executed on the date first written above.

4 **CITY OF SEAL BEACH**

5 By: \_\_\_\_\_  
6 Jill R. Ingram  
7 City Manager

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Tina Knapp  
12 City Clerk

13 **APPROVED AS TO FORM**

14  
15 By: \_\_\_\_\_  
16 Steven L. Flower  
17 City Attorney

18 Dated: \_\_\_\_\_  
19  
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3589 to be  
3 executed on the date first written above.

4 **CITY OF TUSTIN**

5 By: \_\_\_\_\_  
6 Charles E. Puckett  
7 Mayor

8  
9 **ATTEST:**

10  
11 By: \_\_\_\_\_  
12 Jeffrey C. Parker  
13 City Clerk

14 **APPROVED AS TO FORM**

15  
16 By: \_\_\_\_\_  
17 David E. Kendig  
18 City Attorney

19 Dated: \_\_\_\_\_  
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3 executed on the date first written above.

4 **CITY OF WESTMINSTER**

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

6 Tri Ta  
Mayor

7  
8 **ATTEST:**

9  
10 By: \_\_\_\_\_

11 City Clerk

12 **APPROVED AS TO FORM**

13  
14  
15 By: \_\_\_\_\_

16 City Attorney

17  
18 Dated: \_\_\_\_\_

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3589 to be  
3 executed on the date first written above.

4 **COUNTY OF ORANGE**

5 By: \_\_\_\_\_  
6 Todd Spitzer  
7 Board of Supervisors

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Robin Stieler  
12 Clerk of the Board

13 **APPROVED AS TO FORM**

14  
15 By: \_\_\_\_\_  
16 Nicholas S. Chrisos  
17 County Counsel

18 Dated: \_\_\_\_\_  
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**DETAILED LOCAL MATCH COMMITMENT**

**SECTION 1: AGENCY TOTAL MATCH SUMMARY**

AGENCY	CASH	IN-KIND	TOTAL MATCH
City of Santa Ana	\$241,896.00	\$38,456.00	\$280,352.00
City of Garden Grove	\$95,184.00	\$13,833.00	\$109,017.00
City of Seal Beach	\$47,903.00	\$9,800.00	\$57,703.00
City of Tustin	\$38,500.00	\$0.00	\$38,500.00
City of Westminster	\$84,448.00	\$15,006.00	\$99,454.00
County of Orange	\$120,000.00	\$0.00	\$120,000.00
<b>TOTAL</b>	<b>\$627,931.00</b>	<b>\$77,095.00</b>	<b>\$705,026.00</b>

**SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)**

**A. Cash Match**

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Santa Ana	M2 Fairshare	\$241,896.00
City of Garden Grove	M2 Fairshare	\$95,184.00
City of Seal Beach	M2 Fairshare	\$47,903.00
City of Tustin	M2 Fairshare	\$38,500.00
City of Westminster	Traffic Impact Fee	\$84,448.00
County of Orange	Gas Tax	\$120,000.00
<b>TOTAL</b>		<b>\$627,931.00</b>

**B. In-Kind Services**

*i. Specific Improvements (List items and Cost):*

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
<b>TOTAL</b>			

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL*
City of Santa Ana	Sr. Civil Engineer	Project Admin	24	\$233	\$5,592
City of Santa Ana	Assistant Traffic Operation Engineer	Project Design / Implement / Construction Eng.	40	\$213	\$8,520
City of Santa Ana	Assistant Engineer	Project Design / Implement / Construction Eng.	55	\$213	\$11,715
City of Santa Ana	Construction Inspector	Construction Engineering	55	\$187	\$10,285
City of Santa Ana	Engineering Intern	Project Design / Implement / Construction Eng.	57.17	\$41	\$2,344
<b>Total for <u>City of Santa Ana</u>:</b>					<b>\$ 38,456</b>
City of Garden Grove	Associate Engineer	Project Design / Implement / Review	40	\$95	\$3,800
City of Garden Grove	Associate Engineer	Project Design / Implementation	40	\$95	\$3,800
City of Garden Grove	Sr. Traffic Signal Electrician	Project Design / Construction Eng.	40	\$75	\$3,000
City of Garden Grove	Construction Inspector	Construction Engineering	28.11	\$115	\$3,233
<b>Total for <u>City of Garden Grove</u>:</b>					<b>\$ 13,833</b>
City of Seal Beach	City Traffic Engineer	Project Admin	8	\$175	\$1,400
City of Seal Beach	Assistant Engineer	Project Design / Implement / Construction Eng.	40	\$145	\$5,800
City of Seal Beach	Construction Inspector	Construction Engineering	20.8	\$125	\$2,600
<b>Total for <u>City of Seal Beach</u>:</b>					<b>\$ 9,800</b>

COOPERATIVE AGREEMENT NO. C-5-3589  
WESTMINSTER AVENUE / 17<sup>TH</sup> STREET  
ATTACHMENT A

City of Westminster	Traffic Engineering	Project Admin / Implement / Construction Eng.	110.0	\$94.12	\$10,353
City of Westminster	Civil Engineering Assistant	Project Implement / Construction Eng.	58.12	\$80.06	\$4,653
<b>Total for <u>City of Westminster</u>:</b>					<b>\$ 15,006</b>
<b>TOTAL IN-KIND MATCH*:</b>					<b>\$ 77,095</b>

*\*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution authorizing the submittal of an application for the City of Garden Grove's Project V Circulator Study. (Cost: \$6,000) ( <i>Action item</i> )		
		Date:	3/8/2016

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**OBJECTIVE**

For City Council to adopt a resolution authorizing submittal of an application to request funding from the Orange County Transportation Authority's ("OCTA") Project V Program for the City of Garden Grove's Project V Circulator Study ("Study").

**BACKGROUND**

On February 23, 2016, the City Council authorized the City Manager to submit a letter supporting a joint application with the City of Westminster for the Little Saigon Circulator Project. The initial 4.1-mile route proposal requested \$1.1M annually, for up to seven years, for the implementation of a new transit route with four free shuttles, two in each direction, circulating daily from 10 a.m. to 6 p.m. on Bolsa Avenue, Magnolia Street, Westminster Avenue, and Brookhurst Street.

**DISCUSSION**

OCTA's Project V guidelines require ridership estimates for all new transit route applications. Their minimum ridership criteria for reimbursement is six (6) passengers per operating vehicle hour for the first twelve (12) months and ten (10) passengers per operating vehicle hour for every year thereafter, for a maximum of seven program years. Since the City of Garden Grove did not have ridership estimates to accurately forecast program expenditures, both Cities have agreed for the City of Westminster to submit a stand-alone application for a transit circulator within their jurisdiction, while the City of Garden Grove submits a separate grant application requesting \$50,000 for an initial circulator study. This Study would address ridership demand, demographics, existing roadway networks, existing OCTA transit networks, alternative routes and a financial plan.

**FINANCIAL IMPACT**

There is no impact to the General Fund. Measure M2 Fair Share will be used to provide matching funds in the amount of \$6,000.

**RECOMMENDATION**

It is recommended that the City Council:

- Adopt a resolution authorizing the submittal of a grant application for the City of Garden Grove's Project V Circulator Study.

By: Dan Candelaria, P.E., T.E., City Engineer

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	3/1/2016	Resolution Letter	Project_V_Resolution_3-8-16.doc
Letter of Support	3/2/2016	Backup Material	2-26-16_Garden_Grove_Letter_of_Support.pdf



GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
APPROVING THE SUBMITTAL OF AN APPLICATION TO THE ORANGE COUNTY  
TRANSPORTATION AUTHORITY FOR FUNDS FROM THE MEASURE M2 PROJECT V  
COMMUNITY-BASED TRANSIT/CIRCULATORS FUNDING PROGRAM

WHEREAS, the City of Garden Grove desires to conduct the transit/circulator study listed below;

WHEREAS, the City of Garden Grove has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive Measure M "fair share" funds;

WHEREAS, the City's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways;

WHEREAS, the City of Garden Grove will provide matching funds for the project as required by the Orange County Project V Community Based Transit/Circulators and Program Guidelines;

WHEREAS, the Orange County Transportation Authority intends to allocate funds for the City of Garden Grove's Project V Circulator Study; and

WHEREAS, the City of Garden Grove will not use Measure M funds to supplant Developer Fees or other commitments.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Garden Grove hereby requests the Orange County Transportation Authority to allocate funds in the amounts specified in the application to the City of Garden Grove from the Project V Program. Said funds shall be matched by funds from the City of Garden Grove as required and shall be used as supplemental funding to aid the City in conducting the following study: City of Garden Grove's Project V Circulator Study.



## CITY OF GARDEN GROVE

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February 26, 2016

714-741-5100

Sam Kaur  
Measure M Local Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA 92868

Bao Nguyen  
Mayor

Steven R. Jones  
Mayor Pro Tem

Christopher V. Phan  
Council Member

Phat Bui  
Council Member

Kris Beard  
Council Member

Dear Ms. Kaur,

The City of Garden Grove (City) is pleased to inform you that it is interested in supporting the City of Westminster's application for an Orange County Transportation Authority (OCTA) Project V, Community-Based Transit/Circulators Grant Application. The grant would fund the implementation of a new transit route, servicing Little Saigon.

The City of Garden Grove will also be submitting a Project V planning grant, of up to \$50,000, that would allow the City to study future expansion of the Westminster route into Garden Grove as well as related transportation opportunities. The City understands there will be a ten percent (10%) matching contribution towards the transportation study.

We will be presenting a resolution to our City Council on March 8, 2016, for consideration to approve an application for the planning grant. We thank you in advance for considering this application and collaboration between our cities. Transit funding is very limited to local municipalities, making it imperative to secure grant funding for projects that encourage local transit service.

Sincerely,

Scott C. Stiles  
City Manager

Cc: City Council  
Bill Murray, Public Works Director

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Mayor and Council Members From: Scott C. Stiles

Dept.: Dept.: City Manager

Subject: Discussion of February 24, 2016, District Attorney report regarding allegations of Brown Act violations, and Adoption of a Resolution designating City Clerk as Closed Session Recorder.  
(Action Item) Date: 3/8/2016

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**OBJECTIVE**

The purpose of this memorandum is for the City Council to discuss the February 24, 2016, District Attorney Report regarding allegations of Brown Act violations, along with its recommendations, and consider adoption of a resolution designating the City Clerk and deputies as closed session recorders, including the recording of closed sessions for two years.

**BACKGROUND**

The District Attorney, in its February 24, 2016, report regarding its investigation of alleged Brown Act violations pertaining to the employment of the Public Safety Administrative Officer, concluded that there was a lack of sufficient evidence to prove a violation of the Brown Act beyond a reasonable doubt such that no criminal charges or civil action will be filed. The District Attorney nevertheless recommended that the City Council consider adopting various recommendations in the interest of promoting public transparency. The recommendations are listed in the discussion below.

Government Code section 54957.2 authorizes the City Council by resolution to designate a clerk to attend closed sessions and keep a minute book or recordings of the City Council's closed sessions for a period of two years. Although the City's records are open to the public, Government Code section 54957.2 mandates that closed session records be kept confidential.

**DISCUSSION**

The District Attorney, in its report recommended that the City Council consider the following recommendations:

1. To record future closed session meetings for a period of at least two years effective immediately;
2. If a new employment position is created in the future by the City Council, that the City Council commit to disclose the creation of the new position in public before filling the position;
3. That the City Council commit to refrain from relying on the "pending litigation" exception to create a new City position in closed session without reporting this action immediately at the conclusion of the closed session; and
4. That the City audit the work and performance of the Public Safety Administrative Officer to assure the public that the position is not a "no show" position.

The City Clerk is the designated recorder for all City Council meeting minutes and City records. Government Code section 54957.2 further authorizes the Council to designate the Clerk or some other officer to keep closed session records in the form of a minute book or audio recordings.

Staff recommends that the City Council adopt the resolution appointing the City Clerk and deputies as the official closed session recorders and authorize recording closed sessions for a period of two years. This action will implement the first recommendation of the District Attorney. Staff further recommends that the City Council affirm that any new employment position in the City will be created in open session. With this affirmation, the second and third recommendations of the District Attorney will be implemented.

#### FINANCIAL IMPACT

There is minimal financial impact to the General Fund resulting from the adoption of the resolution and recording of closed sessions,

#### RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution designating the City Clerk and deputies as the official closed session recorders;
- Approve the recordation of closed sessions for a period of two years; and
- Affirm that any new employment position in the City will be created in open session of the City Council.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	3/1/2016	Resolution Letter	DA- GG_Reso_Appointing_Clerk_Recorder_of_Closed_Session_(1).docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
DESIGNATING THE CITY CLERK AND DEPUTIES AS THE OFFICIAL RECORDER OF  
CLOSED SESSIONS PURSUANT TO GOVERNMENT CODE SECTION 54957.2

WHEREAS, the California Ralph M. Brown Act, Government Code Section 54957.2 authorizes the City Council by resolution to designate a clerk to attend closed sessions and keep a minute book or recordings of the City Council's closed sessions;

WHEREAS, closed session records shall be kept confidential and are not public records subject to inspection under the California Public Records Act (Government Code Section 6250 et seq.); and

WHEREAS, the City Council wishes to record its closed sessions for a period of two years and appoint the City Clerk and duly appointed deputies of the City Clerk to keep a record of City Council closed sessions.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES  
HEREBY RESOLVE AS FOLLOWS:

The City Clerk and his/her duly appointed deputies are hereby designated the official recorders of City Council closed sessions. The City Clerk and deputies shall maintain the confidentiality of the records consistent with Government Code Section 54957.2 and other applicable law. The closed sessions of the City Council shall be recorded for a period of two years.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Kathy Bailor

Dept.: City Manager                      Dept.: City Clerk

Subject: Second reading and                      Date: 2/23/2016  
            adoption, by title only, of  
            Ordinance No. 2865 relating  
            to design-build  
            procedures. (*Action Item*)

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Presenting for second reading and adoption: Ordinance No. 2865, amending the Municipal Code relating to design-build procedures.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Ordinance No. 2865	2/24/2016	Ordinance	2865_MC_2.52.020_Design-Building_PW_projects.docx

ORDINANCE NO. 2865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ADDING SECTION 2.52.020 TO CHAPTER 2.52 OF TITLE 2 OF THE GARDEN GROVE  
MUNICIPAL CODE AUTHORIZING DESIGN-BUILD PROCEDURES TO AWARD  
CONTRACTS FOR CERTAIN PUBLIC WORKS PROJECTS

**City Attorney Summary**

***This Ordinance would add Section 2.52.020 to the Municipal Code to authorize the use of the design-build public works contract procurement method for certain types of projects. The design-build procurement method allows the City to award a contract for the design and construction of a qualifying project to a single entity, rather than having to issue separate requests for proposals for project design and bids for construction.***

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Section 2.52.020 is hereby added to Chapter 2.52 of Title 2 of the Garden Grove Municipal Code to read as follows:

**2.52.020 Design-Build Procurement Method for Qualifying Projects.**

- A. The purpose and intent of this Section is to provide an alternative method for the award of contracts for qualifying projects as provided for in Public Contract Code Section 22160 et seq. It is the intent of this Section to incorporate by reference all applicable definitions and procedures as set forth in Public Contract Code Section 22160 et seq.
- B. Definitions.

"Best-Value" means a value determined by evaluation of objective criteria that may include, but not be limited to price, features, functions, life-cycle costs, experience, and past performance. A best value determination may involve the selection of the lowest cost proposal meeting the interests of the City and meeting the objectives of the project, selection of the best proposal for a stipulated sum established by the City, or a tradeoff between price and other specified factors.

"Design-Build" means a project delivery process in which both the design and construction of a project are procured from a single entity.

"Design-Build Entity" means a corporation, limited liability company, partnership, joint venture, or other legal entity that is



able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract.

"Qualifying Project" means the construction of a building or buildings and improvements directly related to the construction of a building or buildings, and park and recreational facilities, excluding other infrastructure such as streets and highways, water, and sewer distribution facilities.

- C. The Finance Director may use the Design-Build contract procurement method for Qualifying Projects in excess of one million dollars (\$1,000,000) subject to the procedures and requirements of Public Contract Code Section 22160 et seq. The Design-Build contract shall be awarded to the Design-Build Entity providing the lowest bid or Best Value.

SECTION 2: 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 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

STATE OF CALIFORNIA    )  
COUNTY OF ORANGE     ) SS:  
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on February 23, 2016, with a vote as follows:

AYES:     COUNCIL MEMBERS:   (5) BEARD, BUI, JONES, PHAN, NGUYEN  
NOES:     COUNCIL MEMBERS:   (0) NONE  
ABSENT:   COUNCIL MEMBERS:   (0) NONE