



AGENDA

Garden Grove City
Council

Tuesday, February 26,
2019

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steven R. Jones
Mayor

Stephanie Klopfenstein
Mayor Pro Tem - District 5

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Kim B. Nguyen
Council Member - District 6

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

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

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

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

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

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

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Road to 2020 Census as presented by representatives of the U.S. Census.
- 1.b. Code Enforcement 2.0 as presented by Community and Economic Development.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Adoption of a Resolution committing to partner with the U.S. Census Bureau for the 2020 Census. *(Action Item)*
- 3.b. Acceptance of Project Completion for Project No. 7280 - Chapman Avenue, Sapphire Street, Healey Avenue, Santa Rita Avenue, and Wild Goose Street, Garden Grove. *(Action Item)*
- 3.c. Receive and file the Housing Authority Annual Report as Housing Authority and as Housing Successor for Fiscal Year 2017-2018. *(Joint Action Item with the Housing Authority.)*
- 3.d. Approval of an Exclusive Negotiation Agreement with SoCal Hotel, LLC, for the development of a portion of property located at

the northwest corner of Chapman Avenue and Harbor Boulevard, Garden Grove. (*Action Item*)

3.e. Award a contract to McWil Sports Surfaces, Inc., for Project No. 7658 - Gym Floor Replacement, at Garden Grove Sports and Recreation Center at 13641 Deodara Avenue, Garden Grove. (Cost: \$188,050) (*Action Item*)

3.f. Receive and file minutes from the meeting held on February 12, 2019. (*Action Item*)

3.g. Approval of warrants. (*Action Item*)

4. COMMISSION/COMMITTEE MATTERS

4.a. Consideration of two additional appointments to the Administrative Board of Appeals. (Continued from the February 12, 2019, meeting.) (*Action Item*)

5. ITEMS FOR CONSIDERATION

5.a. Approval of a Memorandum of Understanding with the Department of Justice for grant funding to facilitate enforcement of Proposition 56, and appropriation of funds awarded for operational tasks in Fiscal Year 2018-19. (Grant Amount: \$353,085) (*Action Item*)

5.b. Award a contract to Vasilj Inc., for construction of Project No. 7407 - La Bonita Street Storm Drain Improvements. (Cost: \$1,064,980) (*Action Item*)

5.c. Adoption of a Resolution establishing the composition of the Measure O – Citizens' Oversight Committee, setting purpose, scope of responsibility, composition, structure and other related matters. (Continued from the February 12, 2019, meeting) (*Action Item*)

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

7. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, March 12, 2019, 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	Deputy City Manager
Subject:	Adoption of a Resolution committing to partner with the U.S. Census Bureau for the 2020 Census. (<i>Action Item</i>)	Date:	2/26/2019

OBJECTIVE

For the City Council to adopt the attached Resolution committing to partner with the U.S. Census Bureau for the 2020 Census.

BACKGROUND

Every ten years, since 1840, the U.S. Census Bureau conducts a population and housing count in every state and U.S. territory. This program is also known as the Decennial Census and the results of the count are used to determine the number of congressional seats each state will have in the U.S. House of Representatives, draw congressional and state legislative districts, help a community plan for future needs, provide statistical support for grant applications, and distribute more than \$675 billion in federal funds each year.

The U.S. Census Bureau invites tribal, state and local governments an opportunity to assist them in conducting a complete count for their respective jurisdictions. Partnering with the U.S. Census Bureau and participating in the various programs and outreach efforts that they have can help ensure an accurate census for our community.

DISCUSSION

Representatives from the U.S. Census Bureau have requested that the City adopt a Resolution committing to partner with the U.S. Census Bureau to help ensure a full and accurate count in 2020.

As a partner, the City will:

- Support the goals and ideals for the 2020 Census and disseminate Census information to encourage those in our community to participate.

- Encourage Garden Grove residents to place an emphasis on the 2020 Census and participate in events and initiatives that will raise awareness of the Census.
- Support efforts that help our community complete an accurate count.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Adopt a Resolution committing to partner with the U.S. Census Bureau for the 2020 Census.

By: Shawn Park, Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution Census 2020	2/21/2019	Resolution	2-26-19_census.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
DECLARING COMMITMENT TO PARTNER WITH THE U.S. CENSUS BUREAU FOR A
2020 CENSUS

WHEREAS, an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day care centers, road and public transportation, hospitals and other facilities, and is used to make decisions concerning business growth and housing needs;

WHEREAS, more than \$675 billion per year in federal and state funding is allocated to states and communities based on census data;

WHEREAS, census data ensure fair congressional representation by determining how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts;

WHEREAS, the 2020 Census creates jobs that stimulate economic growth and increase employment opportunities in our community; and

WHEREAS, the information collected by the census is protected by law and remains confidential for 72 years.

NOW THEREFORE BE IT RESOLVED that the City Council of City of Garden Grove is committed to collaborating with the U.S. Census Bureau to help ensure a full and accurate count in 2020. As a 2020 Census Partner, the City of Garden Grove shall:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information to encourage residents of our communities to participate.
2. Encourage people in Garden Grove to place an emphasis on the 2020 Census and participate in events and initiatives that will raise overall awareness of the 2020 Census and ensure full and accurate census.
3. Support efforts that help our community complete an accurate count.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Project Completion for Project No. 7280 - Chapman Avenue, Sapphire Street, Healey Avenue, Santa Rita Avenue, and Wild Goose Street, Garden Grove. (<i>Action Item</i>)	Date:	2/26/2019

OBJECTIVE

For City Council to accept Project No. 7280 (project) as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work, which includes: Chapman Avenue from Brookhurst Street to Nelson Street, Sapphire Street from Belgrave Avenue to Vanguard Avenue, Healey Avenue at Lamplighter Street, Santa Rita Avenue from Lamplighter Street to Wild Goose Street, and Wild Goose Street from Chapman Avenue to Santa Rita Avenue.

BACKGROUND

The project consisted of roadway rehabilitation by full depth reclamation and cement treatment, asphalt paving, cold milling, replacement of PCC sidewalk, curb, curb & gutter, stamped concrete, drive approach, cross gutter, and handicap ramps. Also, installation of catch basin inlet filters, installation of traffic striping and signage, reestablishment of centerline ties and monuments, and other items required by the plans and specifications.

DISCUSSION

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

FINANCIAL IMPACT

There is no financial impact to the General Fund. The project was funded through Gas Tax, Measure "M2" Local Fairshare, and California State Tire Recycle Grant funds, and was completed within the project budget and schedule. The retention

payments will be released after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 7280 - Chapman Avenue, Sapphire Street, Healey Avenue, Santa Rita Ave, and Wild Goose Street as completed;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Mike Santos, P.E.
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
NOTICE OF COMPLETION PROJECT NO. 7280	1/30/2019	Backup Material	NOC_7280.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

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

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

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

PROJECT NO. 7280
Chapman Avenue, Sapphire Street, Healey Avenue,
Santa Rita Ave, and Wild Goose Street, Garden Grove.

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with RJ Noble Company on the 12th day of June, 2018, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 26th day of February, 2019 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 7280
Chapman Avenue, Sapphire Street, Healey Avenue,
Santa Rita Ave, and Wild Goose Street, Garden Grove.

NAME OF SURETY on
Labor and Material Bond is:

WESTERN SURETY COMPANY

2020 Main Street, Suite 750

Irvine, CA 92614

Tel No. (866) 404-7926

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove

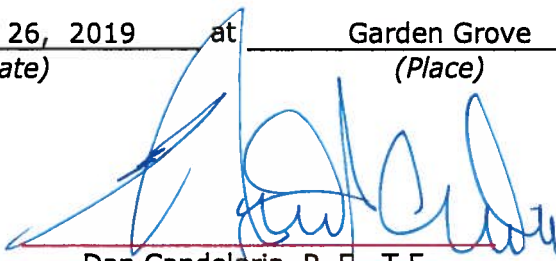
STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

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

Executed on February 26, 2019 at Garden Grove, California
(Date) (Place)



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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Receive and file the Housing Authority Annual Report as Housing Authority and as Housing Successor for Fiscal Year 2017-2018. <i>(Joint Action Item with the Housing Authority.)</i>		
		Date:	2/26/2019

OBJECTIVE

To provide the City Council and Housing Authority Commissioners the Housing Authority Annual Report as Housing Authority and as Housing Successor for Fiscal Year 2017-2018.

BACKGROUND

In 2012, upon the dissolution of redevelopment agencies, the Garden Grove Housing Authority assumed the housing assets and functions of the former Garden Grove Agency for Community Development ("Former Agency"). As a result the Housing Authority as Housing Successor ("Housing Successor") is responsible for housing monitoring, administration, and certain housing production requirements.

In 2014, the Governor signed into law SB 341 requiring Housing Successors to conduct an annual report of their housing activities associated with their assumed assets and functions of the Former Agency.

DISCUSSION

The required report is attached and includes all of the sections required by the statute. Additionally, as required, a draft of this report and its attachments were previously provided to the City Council and Housing Authority Board prior to the December 31, 2018 deadline. The report will be posted on the City website following action to receive and file the report.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council and Housing Authority Commissioners:

- Receive and file the Housing Authority Annual Report as Housing Authority and as Housing Successor for Fiscal Year 2017-18.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Housing Authority Annual Report as Housing Authority and as Housing Successor for Fiscal Year 2017-2018	2/20/2019	Backup Material	Final.DOCSOC.2017- 18_Housing__Successor_Annual_Report.2.20.19.pdf

**GARDEN GROVE HOUSING AUTHORITY ANNUAL REPORT
AS HOUSING AUTHORITY AND AS HOUSING SUCCESSOR
FOR FISCAL YEAR 2017-2018 UNDER CALIFORNIA
HEALTH & SAFETY CODE SECTIONS 34176.1 AND 34328**

This Annual Report of the Garden Grove Housing Authority (GGHA) is prepared under the California Health and Safety Code (HSC), Division 24, Parts 1.8 and 1.85 (Dissolution Law), in particular Section 34176.1 as the housing successor, and under the California Housing Authorities Law, HSC Section 34200, *et seq.* (HAL), in particular Section 34328 as a housing authority (together, Report). The Dissolution Law and HAL respectively require preparation of an annual report on the housing successor and the housing authority's activities for the prior fiscal year. This Report details the GGHA's activities during Fiscal Year (FY) 2017-2018 and is intended to satisfy the requirements under both HSC Sections 34176.1 and 34328. More specifically, this Report details the GGHA's activities for FY 2017-2018, including the information required about the Low and Moderate Income Housing Asset Fund (LMIHAF) and other information under Section 34176.1(f). A copy of the Report, in draft form, was provided to the City Council, as governing body, and to the GGHA by December 31, 2018 under 34176.1(f). Upon joint review and action to file the Report, this Report will be posted on the City's website: <https://ggcity.org/> and thereafter appended to the City's annual update report prepared under Section 65400 of the Government Code.

This Report includes information prepared by City staff on behalf of the GGHA and data from the independent financial audit of the Low and Moderate Income Housing Asset Fund Financial Report for FY 2017-2018 (CAFR) as prepared by Davis Farr LLP, which audit is separate from this Report and attached as Exhibit B hereto; further, this Report conforms with and is organized into sections I. through XIV., inclusive, under HSC Section 34176.1(f) of the Dissolution Law and Section 34328 of the HAL:

- I. **Amounts Received and Deposited Under 34191.4(b)(3)(A).** This section provides the total amount of funds paid to the City and the amount deposited into the LMIHAF allocable to 20% of the repayments on the reinstated City/Agency loan(s), if any, per Section 34191.4.
- II. **Amount Deposited into LMIHAF.** This section provides the total amount of funds deposited into the LMIHAF in FY 17-18 and itemized by amounts deposited in FY 17-18 for items listed on Recognized Obligation Payment Schedule (ROPS), amounts allocable to Section 34191.4 deposits, and other amounts deposited into the LMIHAF.
- III. **Ending Balance of LMIHAF.** This section provides a statement of the balance in the LMIHAF as of the close of FY 17-18. Any amounts deposited for items listed on the ROPS, and amounts allocable to Section 34191.4 deposits, must be distinguished from the other amounts deposited.
- IV. **Description of Expenditures from LMIHAF.** This section provides a description of expenditures made from the LMIHAF during FY 17-18. The expenditures are to be categorized among (A) administration for monitoring, preserving covenanted housing units, (B) homeless prevention and rapid rehousing services and (C) development of housing.
- V. **Statutory Value of Assets Owned by Housing Successor.** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

- VI. Description of Transfers.** This section describes transfers, if any, to another housing successor made in previous fiscal year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.
- VII. Project Descriptions.** This section describes any project for which the Housing Successor receives or holds property tax revenue under the ROPS and the status of that project.
- VIII. Status of Compliance with Section 33334.16.** As and if applicable, this section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
- IX. Description of Outstanding Obligations under Section 33413.** This section describes outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- X. Income Test.** This section provides information required by Section 34176.1(a)(3)(B), or a description of expenditures by income category and restriction for the applicable five-year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- XI. Senior Housing Test.** This section provides the percentage of deed-restricted rental housing units restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former redevelopment agency and its host jurisdiction within the same 10-year time period.
- XII. Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.
- XIII. Inventory of Homeownership Units:** This section provides a summary of covenanted homeownership units assisted by the former redevelopment agency or the housing successor that include equity sharing and repayment provisions, including: (A) number of units; (B) number of units lost to the portfolio in the last fiscal year and the reason for those losses, and (C) any funds returned to the housing successor due to losses or repayments.
- XIV. Additional Information:** GGHA's Activities for the Preceding Year FY 17-18 under HSC Section 34328.

This Report and the former Garden Grove Agency for Community Development's ("Former Agency") pre-dissolution Implementation Plans are to be made available to the public on the City's website: <https://ggcity.org/econdev/redevelopment-agency-dissolution>.

I. AMOUNT RECEIVED BY THE CITY PER HSC SECTION 34191.4

No funds (\$0.00) were received during FY 17-18 by the City in repayment of reinstated City/Agency loans per Section 34191.4.

II. AMOUNT DEPOSITED INTO LMIHAF

A total of \$197,608 was deposited into the LMIHAF during FY 17-18. A total of \$50,000 was funded through the ROPS 17-18 process and held for items listed on ROPS 17-18 that was attributable to legal services provided during the fiscal period of July 1, 2017 to June 30, 2018; Line Item 55 on ROPS 17-18 was funded and then expended related to continued implementation of the *Limon* Judgment (defined below) and monitoring, interpretation and enforcement therefor. In FY 17-18, no funds (\$0.00) were received under or allocable to HSC Section 34191.4(b)(3)(B) or (C).

III. ENDING BALANCE OF LMIHAF

At the close of FY 17-18, the ending balance in the LMIHAF was \$730,829 as reported in the audit/2017-18 CAFR, of which \$0 is held for items listed on the ROPS.

IV. DESCRIPTION OF EXPENDITURES FROM LMIHAF

Below is a table describing expenditures from the LMIHAF by category:

Fiscal Year 17-18	
Monitoring & Administration Expenditures (2017-18 CAFR)	\$375,847
Homeless Prevention and Rapid Rehousing Services Expenditures	\$0
Housing Development Expenditures	\$0
➤ Expenditures on Low Income Units	
➤ Expenditures on Very-Low Income Units	
➤ Expenditures on Extremely-Low Income Units	
➤ Total Housing Development Expenditures	
Total LMIHAF Expenditures in Fiscal Year	\$375,847

The administrative expenditures total less than five percent (<5%) of the statutory value of real property owned by the Housing Successor and of loans and grants receivable held by the Housing Successor.

V. STATUTORY VALUE OF HOUSING ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule (HAT) approved by the Department of Finance (DOF) as listed

in HAT under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor (2017-18 CAFR).

	As of end of FY
Statutory Value of Real Property Owned by Housing Authority	\$2,995,594
Value of Loans and Grants Receivable*	\$18,729,066
Total Value of Housing Successor Assets	\$21,724,666

**This balance includes SERAF and ERAF loans totaling \$13,254,260 (which changed from the prior fiscal year, based on the State of California, Department of Finance's (DOF) determination of allowable notes receivable balances). The total value of loans and grants receivable is gross of any allowance.*

VI. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other housing successor(s) under Section 34176.1(c)(2) during FY 17-18.

VII. PROJECT DESCRIPTIONS

Except as to the \$50,000 funded via ROPS 17-18, Line Item 55, related to continued implementation of the DOF-approved enforceable obligations referred to as the *Limon* Judgment (see II. above), the Housing Successor did not receive or hold property tax revenue pursuant to the ROPS process.

VIII. STATUS OF COMPLIANCE WITH SECTION 33334.16

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; nevertheless, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency *prior* to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset on the HAT.

The following table provides a status update on the real property or properties housing asset(s) that were acquired prior to February 1, 2012 and compliance with five-year period that commenced on August 30, 2012, the date of the letter issued by DOF approving the these properties as housing assets on the HAT:

12892, 12942 Grove St., 10936 Acacia Pkwy, no site address for APNs 089-213- 02, 29, 31,32	03/11/2011	04/29/2017	No status at this time [vacant].
12291 Thackery Dr.	01/10/2008	04/29/2017	No status at this time [vacant].
12602 Keel Ave.	04/25/1989	n/a	This property is subject to an Affordable Housing Agreement with long-term ground lease, sublease and sub-sublease dated as of 6/25/1990 with Orange County Community Housing Corporation as ground lessee and ground sublessor, Shelter for the Homeless (now American Family Housing as sublessee and ground sub-sublessor, and Thomas House as sub-sublessee, and is encumbered with recorded affordable housing covenants (HAT).

The following table provides a status update on the project(s) for property(ies), if any, that have been acquired by the Housing Successor using LMIHAF since dissolution on or after February 1, 2012:

Address of Property	Date of Acquisition	Deadline to Initiate Development Activity	Status of Housing Successor Activity
N/A			

IX. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO HSC SECTION 33413

Replacement Housing: Whatever unmet obligation that existed according to the 2010-2014 Implementation Plan for the former redevelopment agency, if any, this obligation has been superseded and is being met pursuant to that certain *Stipulation to Substitute Party and for Entry of Interlocutory Judgment (Limon Judgment)* approved by the Superior Court, County of Orange, State of California in the action *Marina Limon, et. al., v. Garden Grove Agency for Community Development*, attached as Exhibit A. The Successor Agency to the Garden Grove Agency for Community Development (Successor Agency) in cooperation with the GGHA and City of Garden Grove (City) have entered into and implemented the 38 units of replacement housing required under the *Limon Judgment* through a series of subsidies, contracts and implementing instruments for: (i) Wesley Village a 47-unit, new construction senior and family affordable housing project and (ii) Sycamore Court, a 78-unit substantial rehabilitation multi-family project, both of which have recorded regulatory agreements with 55-year affordability covenants for tenancy and occupancy by qualified very low and low income households. During FY 17-18, the Successor Agency, as well as the City and Housing Authority, have provided documentation and supplemental documentation to the plaintiffs' counsels in the *Limon Judgment*, but to date plaintiffs' counsel for unstated reasons have refused to cause the filing in the Superior Court of a full satisfaction of judgment affirming complete satisfaction of that judgment. Legal counsel to Garden Grove continues to seek filing of that satisfaction of judgment presently.

Inclusionary/Production Housing: Whatever unmet obligation that existed according to the 2010-2014 Implementation Plan for the Former Agency, if any, this obligation has been superseded and has been met in full by performance under that certain *Limon Judgment* (Exhibit A).

The *Limon Judgment* and the Former Agency's Implementation Plans are posted on the City's website at: <https://ggcity.org/econdev/redevelopment-agency-dissolution>.

X. EXTREMELY-LOW INCOME TEST

HSC Section 34176.1(a)(3)(A) requires that the Housing Successor must require at least 30% of the funds in the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. Under HSC Section 34176.1(a)(3)(B), if the Housing Successor fails to comply with the Extremely Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates

compliance with the Extremely-Low Income requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period, which is the first of the five-year periods added by Section 34176.1.

XI. SENIOR HOUSING TEST

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The table on the next page provides information about the Housing Successor's Senior Housing Test for the 10-year period of July 1, 2008 through June 30, 2018:

Senior Housing Test		07/01/2008 – 6/30/2018
# of Assisted Senior Rental Units (in the Wesley Village project 16 of the 47 units are senior units, and 30 are family units, with one manager's unit)		16
# of Total Assisted Rental Units		497
Senior Housing Percentage		3%

XII. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The following provides the Excess Surplus test for the preceding Fiscal Years of the Housing Successor:

	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
Beginning Balance	\$191,355	\$252,996	\$314,555	\$459,145	\$704,604
Add: Deposits	\$89,909	\$135,552	\$219,904	\$500,105	\$402,072
(Less)	(\$28,268)	(\$73,992)	(\$75,314)	(\$254,646)	(\$375,847)
Expenditures					
Ending Balance	\$252,996	\$314,555	\$459,145	\$704,604	\$730,829

The Low and Moderate Income Housing Asset Fund does not have an Excess Surplus.

XIII. INVENTORY OF HOMEOWNERSHIP UNITS

This section provides an inventory of homeownership units assisted by the Former Agency or the Garden Grove Housing Authority, as Housing Successor, that are subject to covenants or restrictions or to an adopted program that protects the Former Agency's investment of moneys

from the former Low and Moderate Income Housing Fund (LMIHF) per HSC Section 33334.3(f). This inventory includes:

A. The total number of homeownership units assisted by the former Agency:

13741 Clinton #76, Garden Grove, CA	1 Unit
10302 Malinda, Garden Grove, CA	1 Unit
12191 Stanford, Garden Grove, CA	1 Unit
12661 James, Garden Grove, CA	1 Unit
11761 Samuel, Garden Grove, CA	1 Unit
5742 Ludlow, Garden Grove, CA	1 Unit
13180 Ferndale, Garden Grove, CA	1 Unit
8861 Calico, Garden Grove, CA	1 Unit
8183 Larson #D, Garden Grove, CA	1 Unit
12631 Woodland, Garden Grove, CA	1 Unit
10119 Andy Reese, Garden Grove, CA	1 Unit
12582 Spinnaker, Garden Grove, CA	1 Unit
12372 Elmwood, Garden Grove, CA	1 Unit
9852 Orangewood, Garden Grove, CA	1 Unit
1360 River Drive, Norco, CA	1 Unit
9611 Blanche, Garden Grove, CA	1 Unit
13421 Mickey, Garden Grove, CA	1 Unit
6732 Laurelton, Garden Grove, CA	1 Unit
10592 McKeen, Garden Grove, CA	1 Unit
14402 Ward, Garden Grove, CA	1 Unit
11682 MacDuff, Garden Grove, CA	1 Unit
6652 Belgrave, Garden Grove, CA	1 Unit
6662 Park, Garden Grove, CA	1 Unit
5452 Richmond, Garden Grove, CA	1 Unit
13096 Blackbird, Garden Grove, CA	1 Unit
11531 Faye, Garden Grove, CA	1 Unit
13582 Hope, Garden Grove, CA	1 Unit
11450 Brookhurst, Garden Grove, CA	1 Unit
13651 Havenwood, Garden Grove, CA	1 Unit
11291 Garden, Garden Grove, CA	1 Unit
Note: The following homeownership units were identified in further review of Garden Grove files, but had not been located or identified during preparation of the HAT in July 2012 that was submitted to and approved by the DOF or listed in the initial report prepared under HSC Section 34176.1(f)(13) relating to homeownership units assisted by the Former Agency, but are listed in this Report as each is an ownership unit assisted by the Former Agency prior to dissolution. Several of these loans have been paid off or the covenants expired, so are also listed in the tables that follow.	
11861 Winton St., Garden Grove, CA	1 Unit
12741-12831 Arbor Ct. & 12752-12852 Arbor Ct., Garden Grove, CA	17 Units
13143 Michael Monsoor Ct., Garden Grove, CA	1 Unit

10852 Sonoma Ln., Garden Grove, CA	1 Unit
13100 Mendocino Ln., Garden Grove, CA	1 Unit
10803 Sonoma Ln., Garden Grove, CA	1 Unit
10811 Sonoma Ln., Garden Grove, CA	1 Unit
10853 Sonoma Ln., Garden Grove, CA	1 Unit
10831 Sonoma Ln., Garden Grove, CA	1 Unit
Total	55 Units

B. Summary of Lost Units.

1. The total number of homeownership units lost to the Housing Successor's portfolio between February 1, 2012 up to June 30, 2018, along with the reason or reasons for those losses: 28 units

Fiscal Year	Property Address	Reason for Loss
FY 2011-12	11861 Winton St., Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2013-14	9852 Orangewood Ave., Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2014-15	12741-12831 Arbor Ct. & 12752-12852 Arbor Ct., Garden Grove, CA (17 units)	Covenants expired
FY 2014-15	10831 Sonoma Lane, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2012-13	13741 Clinton #76, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2017-18	10119 Andy Reese, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2014-15	6732 Laurelton, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2014-15	10592 McKeen, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2015-16	6652 Belgrave, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2013-14	11450 Brookhurst, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2012-13	13651 Havenwood, Garden Grove, CA (1 unit)	Loan paid off by owner
FY 2014-15	11291 Garden, Garden Grove, CA (1 unit)	Loan paid off by owner

2. Total losses between 2/1/12 to 6/30/18: 28 units

Fiscal Year	Property Address	Pay Off Date
FY 2011-12	11861 Winton St., Garden Grove, CA (1 unit)	3/27/2012
FY 2013-14	9852 Orangewood Ave., Garden Grove, CA (1 unit)	11/12/2013
FY 2014-15	12741-12831 Arbor Ct. & 12752-12852 Arbor Ct., Garden Grove, CA (17 units)	2014
FY 2014-15	10831 Sonoma Lane, Garden Grove, CA (1 unit)	5/8/2015
FY 2012-13	13741 Clinton #76, Garden Grove, CA (1 unit)	5/6/2013
FY 2017-18	10119 Andy Reese, Garden Grove, CA (1 unit)	9/18/2017
FY 2014-15	6732 Laurelton, Garden Grove, CA (1 unit)	3/17/2015
FY 2014-15	10592 McKeen, Garden Grove, CA (1 unit)	8/28/2014
FY 2015-16	6652 Belgrave, Garden Grove, CA (1 unit)	11/12/2015
FY 2013-14	11450 Brookhurst, Garden Grove, CA (1 unit)	3/31/2014
FY 2012-13	13651 Havenwood, Garden Grove, CA (1 unit)	6/18/2013

FY 2014-15	11291 Garden, Garden Grove, CA (1 unit)	8/11/2014
------------	---	-----------

3. Reason for loss from portfolio of each such unit (FY 2017-18 only):

Fiscal Year	Property Address	Reason for Loss
FY 2017-18	10119 Andy Reese, Garden Grove CA	Loan paid off by owner

4. Funds returned to the Housing Successor as part of an adopted program that protects the Former Agency's investment of moneys from the LMIHF. This includes repayments of all Single Family Rehab and First Time Homebuyer loans including principal, interest, and equity sharing payments from February 1, 2012 to June 30, 2018. There were cumulative repayments since dissolution of \$114,582.62.

C. The number of homeownership units lost to the Housing Successor's portfolio in fiscal year 2017-18 and the reason for those losses.

1. Total losses to portfolio in FY 17-18: One

2. Reason for loss from portfolio of each such unit: Loan was paid off by owner.

3. Funds returned to the Housing Successor as part of an adopted program that protects the former Agency's investment of moneys from the LMIHF, which includes repayments of all Single Family Rehab and First Time Homebuyer loans including principal, interest, and equity sharing payments during FY 2017-18 was \$2,571.08.

D. State whether the Housing Successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.

1. The City's Neighborhood Improvement Division administered a majority of the Former Agency's Single Family Rehabilitation Program and First Time Homebuyer Program. The Neighborhood Improvement Division does have an existing agreement with Amerinational Community Services, Inc., a Minnesota corporation (dba AmeriNat), relating to certain, but not all, aspects of administration of the Former Agency's Single Family Rehabilitation loans and First Time Homebuyer loans that provided second lien mortgages for homeownership units. These consulting services include assistance with oversight and administration of amortized loan payments, if any, due; with tracking and calculation of loan balances in the event of payoff; and, other administrative activities for these outstanding Single Family Rehab and First Time Homebuyer loans. Additionally, the City has contracted with AIM Asset Property Management for property management services.

XIV. ADDITIONAL INFORMATION ABOUT GARDEN GROVE HOUSING AUTHORITY'S ACTIVITIES FOR THE PRECEDING YEAR FY 17-18 PER HSC SECTION 34328

The GGHA provides rental assistance up to 2,337 households per month through Section 8 vouchers. The lease-up rate by month for FY 2017-18 was as follows:

<u>Month</u>	<u>Number of units leased</u>
July	2171
August	2178

September	2188
October	2197
November	2192
December	2197
January	2206
February	2218
March	2221
April	2226
May	2214
June	2215

Additionally, the GGHA also administers a Tenant Based Rental Assistance Program for the City's Neighborhood Improvement Division funded with HOME Investment Partnership Program (HOME) funds from the Department of Housing and Urban Development. During FY 2017-18, the GGHA provided no new Tenant Based Rental Assistance vouchers.

During FY 2017-18, there were no terminations of Section 8 vouchers of victims of domestic violence.

During FY 2017-18, the GGHA and the City's Neighborhood Improvement staff worked with the developers of the Wesley Village and Sycamore Court projects, respectively in continued implementation of those affordable housing projects, which were further described above in this Report, along with monitoring, compliance and enforcement activities and the preliminary negotiations related to potential new projects and programs, as well as the proposed resyndication and refinancing of existing affordable housing projects, including without limitation tax credit and bond projects sponsored or authorized by the GGHA.

EXHIBIT A

Limón, et al. v. Garden Grove Agency for Community Development
Case No. 30-2009-00291597

Stipulation to Substitute Party and for Entry of Interlocutory Judgment
(attached)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX LITIGATION CENTER

MAY - 8 2014

ALAN CARLSON, Clerk of the Court

Alan Carlson
BY: S. ZUANICH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MARINA LIMON, *et al.*,
Plaintiffs and Petitioners,

v.

GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT, a municipal
entity, *et al.*,

Defendants and Respondents.

GARDEN GROVE MXD, LLC, and
MCWHINNEY REAL ESTATE SERVICES,
and DOES 21 through 40,

Real Parties in Interest.

Case No. 30-2009-00291597

INTERLOCUTORY JUDGMENT

Complaint Filed: August 10, 2009
Dept.: CX-102
Judge: Robert J. Moss

Comes now Plaintiffs Marina Limon, Alfredo Cordero, Celia Gonzalez, Jackquelyn Bodenstedt as executor of the Estate of Randolph Maynor, Jose Sanchez, Raymond Kent Creamer, Ana Rosa Olea, Elidia Gonzalez, Ivan Torres, Javier Ibarra ("Individual Plaintiffs"), and the Kennedy Commission (collectively, "Plaintiffs"), along with Defendants, the City of Garden Grove ("City"), the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency"), the Garden Grove Housing Authority as Successor Agency to the Garden Grove Agency for Community Development ("Housing Successor") and the Garden Grove City Council (collectively, "Defendants").

1 Judgment is hereby entered on the following terms:

2 1. As used herein, the term "Low Income Households" shall have the meaning set
3 forth in Health and Safety Code section 50079.5.

4 2. As used herein, the term "Very Low Income Households" shall have the meaning
5 set forth in Health and Safety Code section 50105.

6 3. As used herein, the term "Low Income Rent" shall be rent affordable to lower
7 income households as set forth in Health and Safety Code section 50053(b)(3).

8 4. As used herein, the term "Very Low Income Rent" shall be rent affordable to very
9 low income households as set forth in Health and Safety Code section 50053(b)(2).

10 5. Within the timeframe described in Paragraph 8, below, the Successor Agency or,
11 at its discretion, the Housing Successor (hereinafter "Successors"), shall develop replacement
12 housing. Pursuant to this paragraph funds held in the Low and Moderate Income Housing Asset
13 Fund, as defined in Health and Safety Code section 34176, shall be available for development of
14 the replacement housing pursuant to this Judgment. The Successors shall develop or cause to be
15 developed twenty five (25) additional new construction dwelling units as replacement housing for
16 the Travel Country Recreational Vehicle Park ("Park") to address Plaintiffs' claims for
17 development of replacement housing pursuant to Health and Safety Code section 33413. No less
18 than twelve (12) of the units developed pursuant to this paragraph shall be covenanted to be
19 leased at Very Low Income Rent and restricted to occupancy by Very Low Income Households;
20 the balance of thirteen (13) units shall be covenanted to be leased at Low Income Rent and
21 restricted to occupancy by Low Income Households.

22 6. In addition to the dwelling units described in Paragraph 5, within the timeframe
23 described in Paragraph 8, below Successors shall develop or cause to be developed thirteen (13)
24 additional dwelling units, either as new construction or Substantial Rehabilitation (as defined
25 below), as replacement housing for the Park to address Plaintiffs' claims for development of
26 replacement housing pursuant to Health and Safety Code section 33413. No less than seven (7)
27 of the units developed pursuant to this paragraph shall be covenanted to be leased at Very Low
28 Income Rent and restricted to occupancy by Very Low Income Households; the balance of six (6)

1 units shall be covenanted to be leased at Low Income Rent and restricted to occupancy by Low
2 Income Households.

3 7. The Successors may reduce the number of dwelling units required to be developed
4 pursuant to Paragraph 6 (but not Paragraph 5) by one dwelling unit for each dwelling unit offered
5 to a household listed on Exhibit A or B hereto that is rejected by such household provided that a
6 household's rejection of a unit under this section will not disqualify that household from
7 eligibility under Paragraph 10. In order to reduce the unit count, (1) a displaced household must
8 receive an offer of affordable replacement housing after a determination (provided to the
9 displaced household in writing) by the operator of that housing that the displaced household
10 is eligible for occupancy of the replacement housing with respect to all of its qualifications and
11 restrictions, including but not limited to income, family size, rental history and credit score, (2)
12 the offer of affordable housing must be either hand delivered to the displaced household as
13 evidenced by a proof of personal service, or through regular and certified U.S. mail, and (3) the
14 displaced household must be allowed ten (10) business days after receipt of the offer to accept or
15 reject the offer.

16 8. The Successors shall develop, rehabilitate, construct or cause the development,
17 rehabilitation or construction (as applicable) of the dwelling units described in Paragraphs 5 and
18 6 ("Replacement Units") within four years from entry of this Judgment.

19 9. "Substantial Rehabilitation" shall have the same meaning as contained in Health
20 and Safety Code section 33413.

21 10. In accordance with Health and Safety Code section 33411.3, all residents displaced
22 by the Redevelopment Agency shall have priority in occupancy of the Replacement Units
23 developed pursuant to this Judgment. Successors shall provide for such priority in any agreement
24 for development or administration of the Replacement Units, and shall maintain a list of eligible
25 persons and families displaced by the Redevelopment Agency.

26 11. Defendants shall provide notice to Plaintiffs' counsel upon (1) entry into an
27 agreement for development of Replacement Units, and (2) completion of construction of any
28 replacement dwelling units, no later than ten (10) days after issuance of a certificate of

1 occupancy. The number of required replacement dwelling units shall not be reduced pursuant to
2 Paragraph 7 unless the Successor Agency shall have provided notice (including a copy of the
3 offer) to Plaintiffs' Counsel within five (5) business days of making an offer of affordable
4 housing to a displaced household. Notice to Plaintiffs' counsel pursuant to this paragraph shall be
5 delivered by electronic mail and first class mail to: Public Counsel, Shashi Hanuman, Directing
6 Attorney, Community Development Project, 610 South Ardmore Avenue, Los Angeles,
7 California 90005, shanuman@publiccounsel.org. Plaintiffs and Defendants shall cooperate in the
8 exchange of information relating to any offers.

9 12. Successor Agency shall pay additional relocation amounts to Individual Plaintiffs
10 based on rents paid in 2003 as initiation of negotiation rents, pursuant to the California Relocation
11 Assistance Act, 25 Code of California Regulations, § 6104, as set forth in the "Total Payment"
12 column of Exhibit A hereto.¹ Successor Agency shall pay additional relocation amounts to all
13 other former residents of the Park whom they determined to be eligible for relocation assistance,
14 based on rents paid in 2005 as initiation of negotiation rents, pursuant to the California Relocation
15 Assistance Act, 25 Code of California Regulations, § 6104, as set forth in the "Total Payment"
16 column of Exhibit B hereto.

17 13. Pursuant to action of the California Legislature in Stats. 2012, Ch. 5 (Assembly
18 Bill No. 26, 2011-2012 1st Ex. Sess.) (the "Dissolution Act"), effective June 29, 2011,
19 redevelopment agencies throughout California began a dissolution process. The Dissolution Act
20 provides that the city "that authorized the creation of each redevelopment agency" became the
21 "successor agency" to that redevelopment agency, by operation of law, unless the designated
22 successor entity elected not to serve as the successor agency. California Health and Safety Code
23 sections 34173(a), (d). The Garden Grove City Council adopted resolutions electing to serve as
24 the Successor Agency to the dissolved Redevelopment Agency pursuant to Health and Safety
25 Code section 34173, and designating the Garden Grove Housing Authority as the Housing
26

27 ¹ In order to protect the privacy of the individual plaintiffs and displacees, Exhibits A and B
28 hereto reference each household by space number only. Plaintiffs and Defendants have reviewed
and agree that the relocation amounts, household names, and corresponding space numbers in
Exhibit A, as previously exchanged by their respective counsel of record are correct.

1 Successor pursuant to Health and Safety Code section 34176. City of Garden Grove Resolution
2 Nos. 9072-11 (July 12, 2011) and 9089-12 (Jan 17, 2012). As prescribed by the Dissolution Act,
3 the amounts the Successor Agency is obligated to pay pursuant to the terms of this Judgment shall
4 be included as an enforceable obligation of the Successor Agency on each applicable Recognized
5 Obligation Payment Schedule ("ROPS"), as defined in California Health and Safety Code section
6 34171(h) and in accordance with Health and Safety Code section 34177(l), (m), and as set forth
7 below.

8 14. The Successor Agency shall include in the ROPS due to be completed and
9 approved by the oversight board of the Successor Agency no later than October 3, 2014, the
10 entire amount of relocation assistance due pursuant to Paragraph 12.

11 15. The Successor Agency shall include in the ROPS due to be completed and
12 approved by the oversight board of the Successor Agency no later than October 3, 2015 (ROPS
13 2015-16B), amounts for Replacement Units that will be expended during the January 1, 2016
14 through June 30, 2016 period. The amounts to be expended during this ROPS 2015-16B period
15 shall be appropriate to complete development of the Replacement Units for occupancy within
16 four years from entry of the Judgment.

17 16. The Successor Agency shall pay \$795,000 in attorneys' fees to Public Counsel.
18 This amount shall bear interest at the rate of 7 percent per annum, from the date of entry of this
19 Judgment, pursuant to Article XV, Section 1, of the California Constitution. The entire amount of
20 attorneys' fees shall be placed on the ROPS due to be completed by the oversight board of the
21 Successor Agency no later than October 3, 2014 (ROPS 2014-15B).

22 17. The obligations contained herein are obligations of the Garden Grove Agency for
23 Community Development ("Redevelopment Agency"), now dissolved, prior to enactment of the
24 Dissolution Act. The obligations set forth herein are not and under no circumstances shall they be
25 construed as obligations of the City or Garden Grove Housing Authority other than in their roles
26 as Successor Agency and Housing Successor, respectively. Consistent with Health and Safety
27 Code § 34173(e), Successor Agency's liability for amounts owing pursuant to this Judgment shall
28 be limited to the extent of the total sum of property tax revenues the Successor Agency and the

1 Housing Successor receive pursuant to the ROPS process and the value of the assets received by
2 the Successor Agency and the Housing Successor. The Successor Agency shall continue to list
3 the obligations of this Judgment on each ROPS until all obligations required by the Judgment are
4 satisfied.


5 18. Jackqulyn Bodenstedt as executor of the Estate of Randolph Maynor is substituted
6 as a plaintiff in this action in place of plaintiff Randolph Maynor, by reason of his death.

7 19. The Court shall have continuing jurisdiction to enforce the terms of this settlement
8 and Judgment pursuant to California Code of Civil Procedure section 664.6.

9 20. This Judgment represents the sole obligation among the parties hereto and all other
10 causes of action and/or claims arising out of this action are dismissed with prejudice and forever
11 waived.

12 IT IS SO ORDERED

13
14 DATED: 5/8/14



JUDGE OF THE SUPERIOR COURT
ROBERT J. MOSS

Exhibit A
Additional Relocation Payments to Plaintiffs

<u>SPACE</u>	<u>Relocation Base Rent</u>	<u>2003 Rent</u>	<u>Differential</u>	<u>Total Payment</u>
1	955	800	155	\$6,510.00
35	416	410	6	\$252.00
38	665	410	255	\$10,710.00
45	418.5	400	18.5	\$777.00
60	630	420	210	\$8,820.00
82	655	400	255	\$10,710.00
93	695	490	205	\$8,610.00
94a	392.4	470	-77.6	0
114	423.73	540	-116.27	0
118a	523.31	450	73.31	\$3,079.02

Exhibit B
Additional Relocation Payments to Non-Plaintiff Displacees

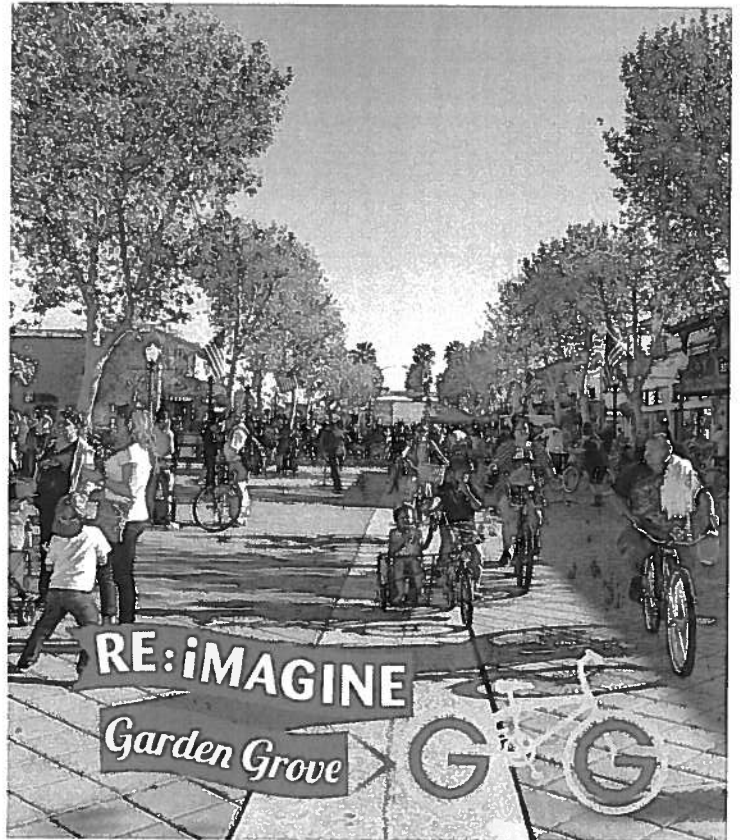
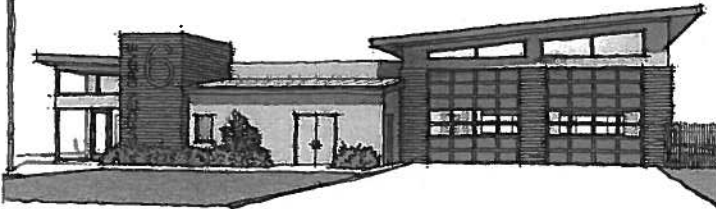
<u>SPACE</u>	<u>Relocation Base Rent</u>	<u>2005 Rent</u>	<u>Differential</u>	<u>Total Payment</u>
2	587.95	575	12.95	\$543.90
14	331.19	565	-233.81	0
22	705	575	130	\$5,460.00
23	720	590	130	\$5,460.00
41	670	540	130	\$5,460.00
53	394.3	625	-230.7	0
57	695	565	130	\$5,460.00
74	695	565	130	\$5,460.00
75	344.1	555	-210.9	0
80a	715	585	130	\$5,460.00
85a	680	550	130	\$5,460.00
88a	402.97	590	-187.03	0
92a	698	615	83	\$3,486.00
98	650	520	130	\$5,460.00
100a	685	555	130	\$5,460.00
104	339	515	-176	0
105	695	565	130	\$5,460.00
107	675	545	130	\$5,460.00
109	336.3	550	-213.7	0
111a	675	545	130	\$5,460.00
115	670	540	130	\$5,460.00
116	690	560	130	\$5,460.00
119a	385.37	545	-159.63	0
120	705	575	130	\$5,460.00
122	669.29 (Section 8)	575	0	\$0.00
126	541.23	525	16.23	\$681.66
129	356.3	565	-208.7	0
130	695	565	130	\$5,460.00

Exhibit B
2017-2018 Audit of LMIHAF

CITY OF GARDEN GROVE, CALIFORNIA COMPREHENSIVE ANNUAL FINANCIAL REPORT



NEW FIRE STATION #6



JULY 1, 2017 -
JUNE 30, 2018



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CITY OF GARDEN GROVE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018

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To the City Council
City of Garden Grove, California

Independent Auditor's Report

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Garden Grove, California (the City), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Garden Grove, California, as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described further in note 18 to the financial statements, during the year ended June 30, 2018 the City implemented Governmental Accounting Standards Board (GASB) Statement No. 75, which resulted in a prior period adjustment. The financial statements for the year ended June 30, 2018 also reflect other prior period adjustments as described further in note 18 to the financial statements. Our opinion is not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *management's discussion and analysis, certain budgetary comparison information, Schedule of Changes in Net Pension Liability and Related Ratios, Schedule of Pension Contributions and the Schedule of Changes in total OPEB liability and Related Ratios* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The *combining and individual nonmajor fund financial statements, certain budgetary comparison schedules, the introductory section and the statistical section* are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The *combining and individual nonmajor fund financial statements* and the *budgetary comparison schedules* are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such

information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the *combining and individual nonmajor fund financial statements* and *certain budgetary comparison schedules* are fairly stated, in all material respects, in relation to the basic financial statements as a whole. The *introductory section* and the *statistical section* have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report date January 28, 2019 on our consideration of the City of Garden Grove's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Garden Grove's internal control over financial reporting and compliance.

A handwritten signature in cursive script, appearing to read "Davis Lam".

January 28, 2019
Irvine, California

**CITY OF GARDEN GROVE
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2018**

		Housing Successor		
	General	Agency	Nonmajor	Total
	Fund	Capital Project	Governmental	Governmental
	Fund	Fund	Funds	Funds
ASSETS				
Cash and cash investments	\$ 30,594,736	\$ 730,829	\$ 18,824,058	\$ 50,149,623
Cash and cash investments with fiscal agents	136	-	4,776,541	4,776,677
Taxes receivable	6,144,106	-	423,230	6,567,336
Accounts receivable	2,180,582	-	828,883	3,009,465
Interest receivable	364,730	3,568	54,505	422,803
Intergovernmental receivable	-	-	1,029,453	1,029,453
Intercity loans receivable, net	13,455,995	-	-	13,455,995
Due from Successor Agency	-	13,254,260	-	13,254,260
Deposits and prepaid items	16,970	-	3,749	20,719
Notes receivable, net	2,255,090	5,444,806	21,872,921	29,572,817
Land held for resale	-	2,995,594	-	2,995,594
Total assets	<u>\$ 55,012,345</u>	<u>\$ 22,429,057</u>	<u>\$ 47,813,340</u>	<u>\$ 125,254,742</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 925,658	\$ 198,184	\$ 1,733,847	\$ 2,857,689
Accrued liabilities	1,694,946	1,486	1,145,833	2,842,265
Refundable deposits	1,619,380	-	23,813	1,643,193
Intercity loan payable	-	-	52,354	52,354
Due to other funds	-	-	1,081,344	1,081,344
Total liabilities	<u>4,239,984</u>	<u>199,670</u>	<u>4,037,191</u>	<u>8,476,845</u>
Deferred inflows of resources:				
Unavailable revenue	<u>1,104,314</u>	<u>-</u>	<u>490,438</u>	<u>1,594,752</u>
Total Deferred inflows	<u>1,104,314</u>	<u>-</u>	<u>490,438</u>	<u>1,594,752</u>
Fund balances:				
Non-Spendable:				
Intercity loan	13,455,995	-	-	13,455,995
Prepaid items	16,970	-	-	16,970
Restricted:				
Public safety	84,181	-	5,335,797	5,419,978
Public right of way	280	-	9,021,011	9,021,291
Drainage	-	-	412,565	412,565
Community planning and development	2,763,610	22,229,387	26,146,468	51,139,465
Community services	165,734	-	2,369,870	2,535,604
Municipal support and services	34,612	-	-	34,612
Assigned:				
Post-employment benefits	1,000,000	-	-	1,000,000
Property tax lawsuit	500,000	-	-	500,000
Building Improvements	1,300,000	-	-	1,300,000
General plan	301,492	-	-	301,492
Paramedic Tax	617,195	-	-	617,195
Unassigned	29,427,978	-	-	29,427,978
Total fund balances	<u>49,668,047</u>	<u>22,229,387</u>	<u>43,285,711</u>	<u>115,183,145</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 55,012,345</u>	<u>\$ 22,429,057</u>	<u>\$ 47,813,340</u>	<u>\$ 125,254,742</u>

The notes to basic financial statements are an integral part of this statement.

CITY OF GARDEN GROVE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2018

		Housing Successor		
	General	Agency	Nonmajor	Total
	Fund	Capital Project	Governmental	Governmental
	Fund	Fund	Funds	Funds
REVENUES:				
Taxes	\$ 98,957,130	\$ -	\$ 4,132,763	\$ 103,089,893
Licenses and permits	1,969,553	-	35,025	2,004,578
Fines, forfeits and penalties	2,028,031	-	1,106,308	3,134,339
Investment earnings	1,233,957	109,127	503,269	1,846,353
Charges for current services	7,266,859	-	4,678,139	11,944,998
From other agencies	258,685	-	11,788,776	12,047,461
Other revenues	3,482,218	-	711,056	4,193,274
Total revenues	115,196,433	109,127	22,955,336	138,260,896
EXPENDITURES:				
Current:				
Fire	24,718,290	-	348,963	25,067,253
Police	54,672,769	-	1,455,072	56,127,841
Traffic safety	1,980,534	-	1,944,482	3,925,016
Public right of way	5,021,633	-	2,175,797	7,197,430
Drainage	65,559	-	-	65,559
Community buildings	3,421,453	-	-	3,421,453
Community services	2,808,902	-	1,877,751	4,686,653
Economic development	738,494	-	2,360,215	3,098,709
Parks and greenbelts	1,544,635	-	780,391	2,325,026
Community planning and development	5,450,619	1,120,708	1,411,002	7,982,329
Municipal support	7,478,070	-	148,201	7,626,271
Capital outlay:				
Fire	11,350	-	3,482,855	3,494,205
Police	-	-	1,201,519	1,201,519
Traffic safety	160,440	-	21,105	181,545
Public right of way	-	-	5,849,492	5,849,492
Drainage	-	-	29,718	29,718
Community buildings	-	-	18,293	18,293
Parks and greenbelts	-	-	163,486	163,486
Debt service:				
Principal retirement	572,744	-	-	572,744
Interest and other charges	1,087,349	-	-	1,087,349
Total expenditures	109,732,841	1,120,708	23,268,342	134,121,891
Excess (deficiency) of revenues over (under) expenditures	5,463,592	(1,011,581)	(313,006)	4,139,005
OTHER FINANCING SOURCES (USES):				
Transfers in	2,329,772	-	495,950	2,825,722
Transfers out	(495,950)	-	(757,288)	(1,253,238)
Total other financing sources (uses)	1,833,822	-	(261,338)	1,572,484
Special item	2,502,947	15,424,125	12,102,321	30,029,393
Net change in fund balances	9,800,361	14,412,544	11,527,977	35,740,882
Fund balances, beginning of year, as restated (Note 18)	39,867,686	7,816,843	31,757,734	79,442,263
Fund balances, end of year	\$ 49,668,047	\$ 22,229,387	\$ 43,285,711	\$ 115,183,145

The notes to basic financial statements are an integral part of this statement.

**CITY OF GARDEN GROVE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FISCAL YEAR ENDED JUNE 30, 2018**

D. DETAILED NOTES ON ALL FUNDS (continued)

3. Due From Successor Agency

The former Redevelopment Agency has five loans from the Low Income Housing Assets Capital Project Fund, that were used to make the fiscal year 2003-04 (\$847,149), 2004-05 (\$1,523,830), and 2005-06 (\$1,350,397) mandated Educational Revenue Augmentation Fund (ERAF) payments and "Supplemental" Educational Revenue Augmentation (SERAF) payments for the fiscal year 2009-10 (\$7,906,610) and 2010-11 (\$1,626,274). These loans were due 10 years from when the loans were originally established except for 2009-10 and 2010-11 loans which are due on May 10, 2015 and June 30, 2016, respectively. These loans which were previously invalidated, have been approved as an allowable Recognized Obligation payment by the State of California Department of Finance (DOF).

On June 12, 2018, the DOF approved the repayment of the original principal balance of \$13,254,260 based on review of the April 27, 2018 Oversight Board (OB) Resolution No. 58-18. All accrued interest was therefore denied, OB Resolution No. 58-18 establishes and approves the repayment schedule of the funds borrowed from the Low and Moderate Income Housing Fund (LMIHF) to make the ERAF and SERAF payment totaling \$ 3,721,376 and \$ 9,532,884 respectively.

\$ 13,254,260

4. Interfund Receivables, Payables, and Transfers

a. The composition of interfund receivable/payable balances as of June 30, 2018 is as follows:

	Due From Other Funds	Due To Other Funds
Housing Authority Fund	\$ -	\$ 336,468
Nonmajor governmental funds	-	1,081,344
Internal service funds	<u>1,417,812</u>	<u>-</u>
Total	<u>\$ 1,417,812</u>	<u>\$ 1,417,812</u>

The interfund payable balances represent routine and temporary cash flow assistance from the Workers' Compensation internal service fund until the amounts receivable are collected to reimburse eligible expenditures.

**CITY OF GARDEN GROVE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FISCAL YEAR ENDED JUNE 30, 2018**

D. DETAILED NOTES ON ALL FUNDS (continued)

5. Notes receivable at June 30, 2018, consisted of the following: (continued)

e. Single Family Rehab (Deferred Loan) - Housing Successor Agency Major Capital Project Fund:

The City has entered into seventy Deferred Loan Agreements utilizing City funds; at June 30, 2018 eight Deferred Loan Agreements remain, which are reflected in nonmajor governmental funds. These loans provide up to \$20,000 in down payment assistance in the form of a silent loan that requires no payment for 15 or 30 years. The loans carry 3% or 5% interest charges.

\$ 126,064

f. ADDI Down Payment Rehab (ADDI) Loan - Other nonmajor governmental funds:

The City has entered into nine ADDI Agreements utilizing American Dream Downpayment Initiative funds; at June 30, 2018 fourteen ADDI Agreements remain, which are reflected in nonmajor governmental funds. These loans provide up to \$30,000 in down payment assistance in the form of a silent loan that requires no payment for 15 years. The loans carry 0% interest charges. These loans are forgivable if the recipient complies with all conditions.

206,825

g. Rental rehabilitation - Housing Successor Agency Major Capital Project Fund:

The Low and Moderate Income Housing Asset capital projects fund holds five notes related to property rehabilitation loans, which have been used to assist developers in the rehabilitation of multifamily residential buildings located within the City for the purpose of providing adequate low income housing opportunities for City residents.

3,471,472

h. Rental rehabilitation - Housing Successor Agency Major Capital Project Fund and Other nonmajor governmental funds:

The City has entered into sixteen Housing Rehabilitation Agreements utilizing CDBG funds, which are reflected in other governmental funds and the HOME fund. These loans were for the purpose of assisting developers in the rehabilitation and operation of multifamily apartment buildings for the purpose of providing adequate low-income housing to City residents. Many of these buildings had suffered from serious structural deterioration, overcrowding and high crime.

13,530,673

i. Affordable housing agreement - General fund:

The City has entered into three Affordable Housing Agreements with developers wherein the developers have agreed to comply to certain affordability covenants including the reimbursement to the City of forgone property taxes which would have been payable for the property, increasing at the rate of approximately 2 % annually.

2,230,090

**CITY OF GARDEN GROVE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FISCAL YEAR ENDED JUNE 30, 2018**

D. DETAILED NOTES ON ALL FUNDS (continued)

5. Notes receivable at June 30, 2018, consisted of the following: (continued)

j. Rental construction – Housing Successor Agency Major Capital Project Fund and other nonmajor governmental fund:

The City has entered into a rental construction loan agreement utilizing HOME funds. The note was for the purpose of assisting the developer with the construction of new low-income housing for City residents. The note bears a simple annual interest rate of 3%. Loan repayment is based on residual receipts and is contingent upon the release of construction covenants for the project. The note commenced upon the initial disbursement of Home funds in June 2015. An additional \$1.6 million was disbursed in June 2017 and is payable to the Housing Successor Agency Fund. Its maturity will be the fifty-fifth anniversary of the date of the Release of Construction Covenants.

\$ 3,930,510

k. Conveyance of Property Loan Agreement – Housing Successor Agency and other non-major Capital Project Fund:

The City has entered into a financed sale agreement with the Housing Authority for the sale of twelve single-family residential parcels on March 12, 2016. The initial loan amount is \$2,709,030. The note bears a simple annual interest rate of 4% in 60 equal monthly interest-only payments in the amount of \$9,030 with a balloon payment on the 60th month. The term of the promissory note is due and payable in five years in March 2021.

2,709,030

l. Small Business Assistance Program – General fund and Other nonmajor governmental funds:

The City has entered into a loan agreement through the Small Business Assistance Program utilizing CDBG funds as well as General Fund monies for a total loan amount of \$50,000. The note bears an interest rate equal to the lower of 6.5% or the highest rate permitted by applicable law compounded annually. The note is payable in five years with the monthly payment of \$489.

50,000

m. Private Sewer Lateral Loan Agreement – Sewer Fund:

The Garden Grove Sanitary District has entered into a Private Sewer Lateral Loan Agreement with The Helen Brooks Montgomery Revocable Trust on October 1, 2012, for an original amount of \$10,000. The loan is due and payable at the simple annual interest rate of 2.24%. Monthly payments in the amount of \$65.47 are required. Loan principal is amortized over the 15-year life and the principal portion of monthly payment reduces the loan payable.

6,103

Total Notes Receivable

29,608,920

Less Allowance

(30,000)

Total Notes Receivable, net

\$ 29,578,920

CITY OF GARDEN GROVE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FISCAL YEAR ENDED JUNE 30, 2018

D. DETAILED NOTES ON ALL FUNDS (continued)

6. Land Held for Resale

The City and the Successor Agency land held for resale is an inventory of land intended to be sold to developers. The land is carried at the lower of cost or estimated net realizable value, as determined upon execution of a disposition and development agreement.

City land held for resale is comprised of inventory held by the Housing Successor Agency capital projects fund. City and Successor Agency land held for resale balances at June 30, 2018 are \$2,995,594 and \$26,511,026, respectively.

7. Capital Assets

Capital asset activity for the year ended June 30, 2018 was as follows:

	Beginning Balance *	Increases	Decreases	Ending Balance
Governmental activities				
Capital assets, not being depreciated:				
Land	\$ 418,711,185	\$ -	\$ (3,191,887)	\$ 415,519,298
Construction in progress	3,347,920	11,090,722	(9,389,418)	5,049,224
Total capital assets, not being depreciated	422,059,105	11,090,722	(12,581,305)	420,568,522
Capital assets, being depreciated:				
Infrastructure				
Street system	398,995,411	5,968,129	(2,958,683)	402,004,857
Storm drain assets	71,671,703	611,510	(175,282)	72,107,931
Buildings and park assets	45,602,139	1,995,019	(686,234)	46,910,924
Furniture and equipment	34,851,167	2,603,899	(5,146,855)	32,308,211
Total capital assets, being depreciated	551,120,420	11,178,557	(8,967,054)	553,331,923
Less accumulated depreciated for:				
Infrastructure				
Street system	(229,647,185)	(10,602,799)	2,563,292	(237,686,692)
Storm drain assets	(46,598,959)	(1,420,496)	175,282	(47,844,173)
Buildings and park assets	(26,565,699)	(1,315,568)	644,022	(27,237,245)
Furniture and equipment	(20,147,443)	(1,929,333)	5,045,215	(17,031,561)
Total accumulated depreciation	(322,959,286)	(15,268,196)	8,427,811	(329,799,671)
Total capital assets, being depreciated, net	228,161,134	(4,089,639)	(539,243)	223,532,252
Governmental activities capital assets, net	\$ 650,220,239	\$ 7,001,083	\$ (13,120,548)	\$ 644,100,774
Business-type activities				
Capital assets, not being depreciated:				
Land	\$ 2,564,750	\$ -	\$ (554,961)	\$ 2,009,789
Construction in progress	4,958,300	4,869,032	(6,639,053)	3,188,279
Total capital assets, not being depreciated	7,523,050	4,869,032	(7,194,014)	5,198,068
Capital assets, being depreciated:				
Building and structures	328,260	-	-	328,260
Water system	140,388,459	3,935,568	(1,275,472)	143,048,555
Sewer system	113,243,940	2,703,485	(794,814)	115,152,611
Machinery and equipment	487,706	31,701	(6,783)	512,624
Total capital assets, being depreciated	254,448,365	6,670,754	(2,077,069)	259,042,050
Less accumulated depreciated for:				
Building and structures	(10,442)	(25,442)	-	(35,884)
Water system	(55,138,438)	(3,223,500)	1,137,573	(57,224,365)
Sewer system	(51,165,477)	(1,749,617)	558,989	(52,356,105)
Machinery and equipment	(355,542)	(21,866)	6,783	(370,625)
Total accumulated depreciation	(106,669,899)	(5,020,425)	1,703,345	(109,986,979)
Total capital assets, being depreciated, net	147,778,466	1,650,329	(373,724)	149,055,071
Business-type activities capital assets, net	\$ 155,301,516	\$ 6,519,361	\$ (7,567,738)	\$ 154,253,139

* As restated (see note 18)

**CITY OF GARDEN GROVE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FISCAL YEAR ENDED JUNE 30, 2018**

D. DETAILED NOTES ON ALL FUNDS (continued)

16. Tax Abatements (continued)

In 1998, the former Successor Agency entered into an Owner Participation Agreement with Gateway Properties for the development of the Hyatt Hotel Gateway. The term of this Agreement is for a period of 17-years and performance based assistance began in Fiscal Year 2001-02. The performance based assistance is an amount equal to 75% of the Transient Occupancy Tax and 75% of the Tax Increment Revenues up to a maximum amount of \$19.8 million. Approximately \$2,973,573 was due to Gateway Properties for Fiscal Year 2017-18. This amount is an approved enforceable obligation of the Successor Agency, and will be paid via the State of California approved Recognized Obligation Payments Schedule.

In 2010, the Successor Agency entered into an agreement with Garden Grove MXD, LLC for the construction of the Great Wolf Lodge. The performance based assistance began in 2015-16 and is based on the Transient Occupancy Tax rate. If the Transient Occupancy Tax rate charged by the City impacts an agreed upon Transient Occupancy Tax rate differential with a neighboring City, an amount will be rebated to the developer equal to the total room revenue multiplied by that Transient Occupancy Tax differential. The amount of Transient Occupancy Tax to be rebated to Garden Grove MXD, LLC for the Fiscal Year 2017-18 is approximately \$715,604. This amount is an approved enforceable obligation of the Successor Agency, and will be paid via the State of California approved Recognized Obligation Payments Schedule.

17. Special Line Item

General Fund, HOME, Other Grants & Contributions, Housing Successor Agency

In Fiscal Year 2017-18, the City reassessed the collectability of its notes receivables. The City determined that the majority of its notes receivables are collectible despite the extended length of time for collections. As such, the allowance for doubtful accounts balances have been reduced resulting in a non-cash "increase" to the statement of net position.

Housing Successor Agency (a Major Governmental Fund) and the Private Purpose Trust Fund - ERAF & SERAF Loans

When the redevelopment agency was dissolved, the California Department of Finance denied repayment of the ERAF and SERAF loans as an enforceable obligation. As a result the City recorded a full allowance for doubtful accounts in the Housing Successor Agency Fund in the amount of the outstanding loans. In fiscal year 2017-18, the California Department of Finance changed its previous determination and has now approved the repayment of the principal balance of the ERAF and SERAF loans (\$13,254,260) as an enforceable obligation. As the loans are now deemed collectible, the allowance for doubtful accounts balances in the Housing Successor Agency Fund have been reduced to zero. This resulted in a non-cash increase in the Housing Successor Agency's statement of net positions. In addition, the loan payable to the Housing Successor Agency was recognized in the current year thus increasing the liability and decreasing the net position of the Private Purpose Trust Fund, City of Garden Grove as Successor Agency to the Garden Grove Redevelopment Agency.

CITY OF GARDEN GROVE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FISCAL YEAR ENDED JUNE 30, 2018

D. DETAILED NOTES ON ALL FUNDS (continued)

17. Special Line Item (continued)

Net Effect on the Statement of Revenues, Expenditures, And Changes In Fund Balance:

	<u>General Fund</u>	<u>Housing Successor Agency Capital Project Fund</u>	<u>Nonmajor Governmental Fund</u>	<u>Total</u>
Special Item	\$ 2,502,947	\$ 15,424,125	\$ 12,102,321	\$ 30,029,393

Net Effect on the Statement of Changes In Fiduciary Net Position:

	<u>City of Garden Grove as Successor Agency</u>
Special Item	\$ (13,254,260)

18. Prior Period Adjustment

GOVERNMENT WIDE AND FUND FINANCIAL STATEMENTS

Prior period adjustments were made to the beginning net position/fund balance of the Government-Wide Financial Statements and the Fund Financial Statements. As a result, the beginning of the year was restated to properly account for these corrections.

A prior period adjustment of \$1,600,000, was made to increase the beginning fund balance of Housing Successor Agency Fund, a nonmajor special revenue fund, for an understatement of revenue and notes receivable at June 30, 2017.

A prior period adjustment of \$349,156 was made to decrease the beginning fund balance of the Solid Waste Disposal Enterprise Fund, for an overstatement of accounts receivable at June 30, 2017.

The Governmental Activities had a net restatement of \$46,179 due to capital assets being understated at June 30, 2017. The Governmental Activities and Business-Type Activities had a net restatement of \$1,292,295 and \$2,607,256, respectively, due to accumulated depreciation being overstated at June 30, 2017.

Prior period adjustments of \$9,055,451 and \$1,005,052 were made to decrease the beginning net position of the respective governmental activities and business-type activities, respectively, to relect the prior period costs related to the implementation of the OPEB liability in accordance with GASB 75.

CITY OF GARDEN GROVE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
FISCAL YEAR ENDED JUNE 30, 2018

D. DETAILED NOTES ON ALL FUNDS (continued)

18. Prior Period Adjustment (continued)

The aforementioned adjustments resulted in the following restatement to net position at July 1, 2017:

	Housing Successor Agency Fund	Other Governmental Funds	Fleet Management Fund	Information Systems Fund	Other Internal Service Funds	Governmental Activities
Net position at July 1, 2017, as previously reported	\$ 6,216,843	\$ 492,148,780	\$ 37,480,733	\$ (486,065)	\$ 34,583,918	\$ 569,944,209
Prior period adjustments:						
Note receivable	1,600,000	-	-	-	-	1,600,000
Capital assets	-	(174,195)	220,374	-	-	46,179
Accumulated depreciation	-	826,913	514,633	(49,251)	-	1,292,295
Implementation of GASB Statement No. 75, net effect	-	(8,696,013)	(68,523)	(290,915)	-	(9,055,451)
Net position at July 1, 2017, as restated	<u>\$ 7,816,843</u>	<u>\$ 484,105,485</u>	<u>\$ 38,147,217</u>	<u>\$ (826,231)</u>	<u>\$ 34,583,918</u>	<u>\$ 563,827,232</u>

	Water Utility Fund	Sewage Collection Fund	Solid Waste Disposal Fund	Housing Authority Fund	Business-type Activities
Net position at July 1, 2017, as previously reported	\$ 65,960,376	\$ 76,705,800	\$ 5,045,915	\$ (3,963,600)	\$ 146,658,610
Prior period adjustments:					
Accounts receivable	-	-	(349,156)	-	(349,156)
Accumulated depreciation	767,648	1,839,608	-	-	2,607,256
Implementation of GASB Statement No. 75, net effect	(681,307)	(58,459)	(89,282)	(176,004)	(1,005,052)
Net position at July 1, 2017, as restated	<u>\$ 66,046,717</u>	<u>\$ 78,486,949</u>	<u>\$ 4,607,477</u>	<u>\$ (4,139,604)</u>	<u>\$ 147,911,658</u>

**CITY OF GARDEN GROVE
SPECIAL REVENUE FUNDS (CONTINUED)**

Garden Grove Tourism Improvement District

This fund is used to account for the tourism marketing efforts through the Anaheim/Orange County Visitors and Convention Bureau and other activities and improvements that promote tourism in the Garden Grove Tourism Improvement District area.

Street Rehabilitation Fund

This fund is used to account for revenues received and expenditures made for various street rehabilitation projects.

HOME Grant Special Revenue Fund

The HOME Grant special revenue fund is used to account for the revenues received and expenditures made for the housing assistance program, which is funded by the U.S. Department of Housing and Urban Development.

CAPITAL PROJECTS FUNDS

Major Fund:

Housing Successor Agency Fund

Capital projects for low and moderate income housing are accounted for in this fund.

Nonmajor Funds:

Housing Authority Assets Fund

Capital projects with the Civic Center area are accounted for in this fund.

Public Safety Fund

Capital projects with Public Safety are accounted for in this fund.

CITY OF GARDEN GROVE
Housing Successor Agency Capital Projects Fund
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE FISCAL YEAR ENDED JUNE 30, 2018

	Original Budgeted Amounts	Final Budgeted Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES:				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Fines, forfeits and penalties	-	-	-	-
Investment earnings	39,813	39,813	109,127	69,314
Charges for current services	-	-	-	-
From other agencies	-	-	-	-
Other revenues	-	-	-	-
Total revenues	<u>39,813</u>	<u>39,813</u>	<u>109,127</u>	<u>69,314</u>
EXPENDITURES:				
Current:				
Fire	-	-	-	-
Police	-	-	-	-
Traffic safety	-	-	-	-
Public right of way	-	-	-	-
Community buildings	-	-	-	-
Community services	-	-	-	-
Parks and greenbelts	-	-	-	-
Community planning and development	308,282	308,282	1,120,708	(812,426)
Municipal support	-	-	-	-
Capital outlay:				
Fire	-	-	-	-
Police	-	-	-	-
Traffic safety	-	-	-	-
Public right of way	-	-	-	-
Drainage	-	-	-	-
Community buildings	-	-	-	-
Community services	-	-	-	-
Parks and greenbelts	-	-	-	-
Community planning and development	-	-	-	-
Municipal support	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	<u>308,282</u>	<u>308,282</u>	<u>1,120,708</u>	<u>(812,426)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(268,469)</u>	<u>(268,469)</u>	<u>(1,011,581)</u>	<u>(743,112)</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Proceeds from sale of capital assets	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Special item	-	-	15,424,125	15,424,125
Net change in fund balance	(268,469)	(268,469)	14,412,544	14,681,013
Fund balance, beginning of year	<u>7,816,843</u>	<u>7,816,843</u>	<u>7,816,843</u>	<u>-</u>
Fund balance, end of year	<u>\$ 7,548,374</u>	<u>\$ 7,548,374</u>	<u>\$ 22,229,387</u>	<u>\$ 14,681,013</u>

See accompanying note to required supplementary information.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of an Exclusive Negotiation Agreement with SoCal Hotel, LLC, for the development of a portion of property located at the northwest corner of Chapman Avenue and Harbor Boulevard, Garden Grove. (<i>Action Item</i>)		
		Date:	2/26/2019

OBJECTIVE

To request the City Council consider approval of an Exclusive Negotiation Agreement ("ENA") between the City and SoCal Hotel, LLC, a California limited liability company to develop a three (3) acre portion of the Garden Grove Sanitary District property located in the City of Garden Grove.

BACKGROUND

The Developer has requested an ENA for the development of an upper upscale hotel on the three acre (3 acre) portion of the Garden Grove Sanitary District landfill property (the "Property"). The ENA will grant the developer time to determine project feasibility. The proposed scope of development would include:

- A new 4-story, upper upscale, AAA Three Diamond, nationally branded hotel with approximately 225 hotel guest rooms.
- Hotel amenities consistent with an upper upscale hotel.
- New surface parking to accommodate the hotel.

The City will also be negotiating with the Garden Grove Sanitary District ("GGSD") for use of the Property for the proposed development.

DISCUSSION

The ENA will provide the Developer the exclusive right to negotiate with the City, and to work toward the terms of a Disposition and Development Agreement ("DDA"),

which will include, without limitation, the economics of the development, the site plan, and the specific uses.

The ENA period is through December 31, 2019. The City Manager may extend the term of the negotiation period for an additional six (6) months if the Developer has provided evidence and the City has verified they are making substantial progress.

Within one hundred eighty (180) days the Developer shall make a written determination whether or not the Conforming Hotel is feasible and there are conditions under which the GGSD landfill, including the SoCal Hotel, LLC property, can viably provide a site on which parking for the development may be situated (the "Affirmative Feasibility Determination" or "Negative Feasibility Determination," as applicable).

In the event of an Affirmative Feasibility Determination, the Developer shall submit:

- A site plan and elevation(s) for the Conforming Hotel;
- A construction and operating pro forma which identifies all sources and uses of funds, with respect to the Conforming Hotel and supporting infrastructure;
- A statement describing the proposed method of financing, including construction and permanent financing;
- A list of entities committed to be involved in the development and the operation of the Conforming Hotel, their respective roles, and financial references for such entities;
- An updated evidence of interest by a nationally recognized hotel brand for the Conforming Hotel; and
- Evidence that Developer has adequate and construction access to the SoCal Hotel, LLC property.

The Developer will deposit with the City the cash sum of Fifty Thousand Dollars (\$50,000) (the "Deposit") concurrently with delivery of an Affirmative Feasibility Determination. The Deposit will be retained by the City if a DDA is executed by the parties or returned to the Developer upon termination of this Agreement without a City DDA.

The ENA period is for a maximum of one hundred eighty (180) days. The City Manager may extend the term of the negotiation period for an additional six (6) months if the Developer has provided evidence and the City has verified substantial progress is made.

FINANCIAL IMPACT

This ENA has no impact to the General Fund. If the City Council decides to enter into a DDA with the Developer, the project, upon completion, would generate new annual tax revenues for the City. Additionally, all financial impacts will be identified at the time a DDA is considered by the City Council.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Exclusive Negotiation Agreement with SoCal Hotel, LLC, and
- Authorize the City Manager to execute the agreement, and to make minor modifications, execute pertinent documents and amend or extend the ENA period on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
ENA Between the City of Garden Grove and SoCal Hotel, LLC	2/14/2019	Backup Material	Attachment_1_-_Staff_Report.pdf

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the “Agreement”) is made and entered into as of _____, 2019 (the “Date of Agreement”), by and between the **CITY OF GARDEN GROVE**, a municipal corporation (“City”) and **SOCAL HOTEL, LLC**, a California limited liability company (the “Developer”) (the Developer and the City are collectively referred to herein as the “Parties”).

RECITALS

The following recitals are a substantive part of this Agreement.

- A. City is a municipal corporation.
- B. Developer is an experienced developer, owner, manager and operator of hotels and commercial facilities.
- C. The Garden Grove Sanitary District, a California special district and subsidiary district to the City (“GGSD”) owns certain landfill property as shown on the Site Map attached hereto as Exhibit A and incorporated herein by reference (the “GGSD Property”), a portion of which currently provides parking for the Hyatt Regency which is also shown on the Site Map. The parties acknowledge that the GGSD Property, as a former landfill site, will require surcharging. The scope of surcharging and access to the GGSD Property are open issues to be resolved during the Term.
- D. Developer has proposed the development, opening, and operation of an approximately 200-225 room AAA Three Diamond Hotel (the “Conforming Hotel”) on an approximately three (3) acre portion of the GGSD Property shown as the “SoCal Hotel Site” on the Site Map.
- E. The parties further acknowledge that the City is also negotiating an agreement with GGSD with respect to the use of the GGSD Property for purposes of the construction and operation of the Conforming Hotel for purposes described herein.
- F. The parties further acknowledge that no determination has been made as to the viability of the Conforming Hotel and/or the utility of the GGSD Property for purposes described herein.
- G. This Agreement is in the vital and best interests of the City and the health, safety and welfare of its residents, and in accordance with public purposes of applicable state and local laws and requirements.
- H. The Parties intend that during and for the period of negotiations set forth herein (the “Negotiation Period”) each will perform certain actions and responsibilities under this Agreement.
- I. The foregoing Recitals constitute a substantive part of this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Exclusive Agreement to Negotiate.

a. Developer Feasibility Determination. Within one hundred eighty (180) days from the Date of Agreement, Developer will make a written determination, in its sole and absolute discretion, whether or not (i) the Conforming Hotel is feasible and (ii) there are conditions under which the GGSD Property, including the SoCal Hotel Site, can feasibly provide a site on which parking for the Conforming Hotel may be situated (the “Affirmative Feasibility Determination” or “Negative Feasibility Determination,” as applicable).

b. Negative Feasibility Determination. In the event of a Negative Feasibility Determination, this Agreement will be automatically terminated and neither party shall have any rights or obligations with respect to the other.

c. Affirmative Feasibility Determination. In the event of an Affirmative Feasibility Determination, the Developer shall submit:

- (1) a site plan and elevation(s) for the Conforming Hotel;
- (2) a construction and operating pro forma which identifies all sources and uses of funds, with respect to the Conforming Hotel and supporting infrastructure;
- (3) a statement describing the proposed method of financing, including construction and permanent financing;
- (4) a list of entities committed to be involved in the development and the operation of the Conforming Hotel, their respective roles, and financial references for such entities;
- (5) An updated evidence of interest by Hilton or Marriott in the Conforming Hotel; and
- (6) evidence that Developer has adequate access to the SoCal Hotel Site.

d. Response by City. Within sixty (60) days of submittal of the items described in Section 1.c.(1), above, the City shall provide Developer with a written response regarding the submittals, including further direction in connection therewith, leading toward the City DDA.

2. Negotiating the City/GGSD Agreement and City DDA. Following submittal by Developer, as described in Section 1.c. above, and the Parties joint determination that the proposed development is feasible based on such submittals, the City will then:

- (1) enter into negotiations with GGSD pursuant to which GGSD will grant City a sufficient interest in the GGSD Property to enable the City to enter into the City DDA (the “City/GGSD Agreement”), and
- (2) enter into negotiations with the Developer with respect to the conveyance of an interest in the SoCal Hotel Site to Developer and the construction and operation by Developer of the Conforming Hotel (the “City DDA”).

3. **Term.** The term of the negotiation period shall commence as of the Date of Agreement and shall continue until the earlier to occur of (i) a Negative Feasibility Determination as evidenced by written notice to Developer by City to that effect, (ii) the execution by the Parties of the City DDA, or (iii) or December 31, 2019 (the "Term of the Negotiation Period") at which time this Agreement shall automatically terminate unless sooner terminated pursuant to Sections 1.5., 14, and 15 or extended by the Parties, each acting at its sole and absolute discretion. Notwithstanding the foregoing, the City Manager may, in his sole and absolute discretion, extend the Term of the Negotiation Period for an additional six (6) months.

4. **Agreement to Negotiate.** The City and Developer agree that for the term of the Negotiation Period (whether said period expires or is earlier terminated by the provisions herein) each party shall negotiate diligently and in good faith to carry out its obligations under this Agreement with the goal (but not the obligation) of coming to agreement on a City DDA. The Developer expressly agrees and acknowledges that its rights pursuant to this Agreement are subject to and based upon compliance by the Developer with this Agreement (including without limitation the making of all submittals required pursuant to this Agreement, in conformity with this Agreement).

5. **Supplemental Progress Reports.** In addition to the information required in Section 1 above, for so long as this Agreement remains in effect Developer agrees to make weekly oral progress reports and monthly written reports to the City Manager or his designee advising the City on all matters and all studies being made.

6. **Deposit by Developer.** The Parties recognize that the City will incur significant expenses in evaluating the Developer's proposal hereunder. Accordingly, as consideration for this Agreement, to be used by the City for any purpose it determines, acting in its sole and absolute discretion. The Developer will deposit with the City the cash sum of Fifty Thousand Dollars (\$50,000) (the "Deposit") concurrently with delivery of an Affirmative Feasibility Determination. The Deposit will be retained by the City if a City DDA is executed by the parties or returned to the Developer upon termination of this Agreement without a City DDA.

7. **No Predetermination of City Discretion; No Assurances as to Actions of Other Entities.** The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the City's discretion. The Developer acknowledges in this regard that the feasibility of the Developer's proposal has not been determined nor has the City completed necessary environmental review or governmental processes necessary for processing of plans for development or use of the GGSD Property, including the SoCal Hotel Site. Further, nothing in this Agreement in any respect does or shall be construed to affect or prejudice the City's discretion to consider, negotiate, and/or undertake the acquisition and/or development of any portion of the GGSD Property, including the SoCal Hotel Site, or shall affect the City's compliance with the laws, rules, and regulations governing land uses, environmental review, or disposition of the GGSD Property, including the SoCal Hotel Site. In addition, no assurances are made by City hereunder that parking or any other use is feasible on the GGSD Property, including the SoCal Hotel Site. However, pursuant to this Agreement the Parties agree to negotiate in good faith and to take all actions necessary and customary in determining the feasibility of Developer's proposal as set forth in this Agreement.

8. **Environmental and Other Requirements.** Certain federal, state, and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et seq.) may be applicable to proposed

development. Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for any proposed development. The City, by this Agreement, undertakes no obligation to pay any costs associated with such environmental documents. However, the Parties anticipate that certain environmental documents will apply to the overall GGSD Property, and if the City makes an Affirmative Parking Feasibility Determination, then during the Negotiation Period, the Parties will discuss and agree on the allocation of costs for such environmental documents among developers of the GGSD Property.

9. **Costs and Expenses.** Except as otherwise provided in this Agreement, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

10. **No Change in Developer or its Constituent Members.** The qualifications of the Developer are of particular interest to the City. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement nor shall the Developer assign all or any part of this Agreement without the prior written approval of the City, which approval the City may grant, withhold, condition, or deny at its sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

11. **Address for Notices.** Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City:	City of Garden Grove Attention: Scott C. Stiles, City Manager 11222 Acacia Parkway Garden Grove, California 92842
With a copy to:	Stradling Yocca Carlson & Rauth 660 Newport Center Drive, Suite 1600 Newport Beach, California 92660 Attention: Thomas P. Clark, Jr. tclark@sycr.com
	Woodruff Spradlin & Smart 555 Anton Boulevard, Suite 1200 Costa Mesa, CA, 92626 Attention: Omar Sandoval omars@ci.garden-grove.ca.us
To Developer:	SoCal Hotel, LLC 19700 Fairchild Rd., Suite 130 Irvine, CA 92612 Attn: Mark David mdavid@landmarkco.com

With a copy to: Hecht Solberg Robinson Goldberg & Bagley LLP
600 West Broadway, Suite 800
San Diego, California 92101
Attn: Jonathon Giebeler, Esq., CCIM
jgiebeler@hechtsolberg.com

12. **Breach.** Failure by either party to perform one or more of its duties as provided in this Agreement shall constitute a "Breach" under this Agreement. The non-breaching party shall give written notice of a Breach to the breaching party, specifying the nature of the Breach and the action required to cure the Breach. If the breaching party fails to cure such Breach within thirty (30) days of written notice, such Breach shall become a "Default."

13. **Remedies for Default.** In the event of a Default under this Agreement, the sole remedy of the nondefaulting party shall be to terminate this Agreement. Following such termination, neither party shall have any further rights, remedies or obligations under this Agreement. Neither party shall have any liability to the other for monetary damages or specific performance for Default of this Agreement or failure to reach agreement on a City DDA, and each party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, the Developer knowingly agrees that it shall have no right to specific performance for conveyance of, nor to claim any right of title or interest in the GGSD, including the SoCal Hotel Site, or any portion thereof.

14. **Termination.** This Agreement shall: (i) automatically terminate upon the expiration of the Term of the Negotiation Period, or (ii) terminate prior to the time(s) set forth in Section 3 above in the event the Developer shall be in Default hereunder. In addition, the Parties agree that, if the development of the Conforming Hotel does not appear to either party to be economically sound and feasible, either party may, upon ten (10) days' written notice to the other party, terminate this Agreement. Upon termination of this Agreement, whether upon expiration of the Negotiation Period or otherwise, both Parties knowingly agree that neither party shall have any further rights or remedies to the other and the Developer shall have no rights in or with respect to the GGSD Property, including the SoCal Hotel Site.

15. **Time of Essence.** Time is of the essence of every portion of this Agreement in which time is a material part. During the Negotiation Period the time periods set forth in this Agreement for the performance obligations hereunder shall apply and commence upon a complete submittal of the applicable information or occurrence of an applicable event. In no event shall an incomplete submittal by the Developer trigger any of the City's obligations of review, approval and/or performance hereunder; provided, however that the City shall notify the Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the City's action on the particular item in question. Further, the time periods set forth herein are outside dates of performance. In the event a party completes a performance item earlier than the time required hereunder, the time for the next performance obligation of a party shall commence. Thus, the Parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

16. **Real Estate Commissions.** The City shall not be liable for any real estate commission, finder's fee, or brokerage fees which may arise with respect to this Agreement, or the GGSD Property, including the SoCal Hotel Site.

17. **Developer Not an Agent.** The Developer is not an agent of the City.

18. **Press Releases.** The Developer agrees to discuss any press releases with the City Manager or his designee prior to disclosure or publication in order to assure timeliness, propriety, accuracy, and consistency of the information.

19. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

20. **Agreement Does Not Constitute Development Approval.** The City reserves final discretion and approval as to the sale and/or sublease or development and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct the Conforming Hotel or any other project. All design, architectural, and building plans for the Conforming Hotel shall be subject to the review and approval of the City and such governmental entities properly exercising authority with respect thereto. By its execution of this Agreement, the City is not committing itself to or agreeing to undertake the disposition of the GGSD Property, including the SoCal Hotel Site to the Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

21. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

22. **Implementation of Agreement.** The City shall maintain authority to implement this Agreement through the City Manager (or his or her duly authorized representative). The City Manager shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or concept of the proposed development, or add to the costs or risks incurred or to be incurred by the City as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform. All other materials and/or substantive interpretations, waivers, or amendments shall require the collective consideration, action and written consent of the City Council.

23. **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

24. **Waiver of Damages.** Each party hereby waives any claim for monetary damages for breach or default hereunder.

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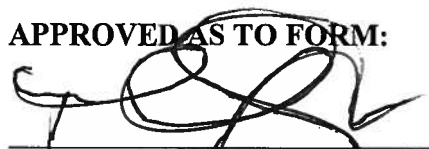
NOW THEREFORE, the Parties have executed this Negotiation Agreement as of the date and year first set forth above.

CITY:

CITY OF GARDEN GROVE,
a municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:



Stradling Yocca Carlson & Rauth PC
Special Counsel to City

DEVELOPER:

SOCAL HOTEL, LLC,
a California limited liability company


By:  _____
Its: managing member

EXHIBIT A
MAP OF THE SITE



So Cal Hotel Site/Mark David Site



Garden Grove Sanitary District Property

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Award a contract to McWil Sports Surfaces, Inc., for Project No. 7658 - Gym Floor Replacement, at Garden Grove Sports and Recreation Center at 13641 Deodara Avenue, Garden Grove. (Cost: \$188,050) (<i>Action Item</i>)	Date:	2/26/2019

OBJECTIVE

For City Council to award a contract to McWil Sports Surfaces, Inc., for Project No. 7658 – Gym Floor Replacement at 13641 Deodara Avenue.

BACKGROUND

The existing gymnasium is located within the Garden Grove Park at 13641 Deodara Avenue. The existing composite gymnasium floor warped due to moisture intrusion into a wood layer creating hazardous conditions for the users.

The proposed improvement includes removal and replacement of existing gym floor and bleachers. The contractor will then install a moisture barrier, new wood flooring, then sand, coat, and paint game lines and install finish coating.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100.

Two (2) qualified bids were received and opened in the City Clerk's Office at 11:00 a.m. on February 12, 2019. The lowest qualified bidder was McWil Sports Surfaces, Inc., with a total bid of \$188,050.00. This bid is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract ~ February 26, 2019

Begin Construction (estimated) ~ March 25, 2019

Complete Construction (estimated) ~ May 31, 2019

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in the 2018-19 Community Services Budget and is funded by Park Fee funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to McWil Sports Surfaces, Inc., in the amount of \$188,050.00, for Project No. 7658 – Gym Floor Replacement; and
- Authorize the City Manager to execute the agreement and make minor modifications as appropriate thereto, on behalf of the City.

By: Navin B. Maru
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BID SUMMARY	2/13/2019	Backup Material	BID_SUMMARY_2_26_19.docx
AGREEMENT	2/13/2019	Backup Material	2_26_19-AGREEMENT.docx

ATTACHMENT #1

CITY OF GARDEN GROVE COMMUNITY SERVICES DEPARTMENT

BID SUMMARY

**PROJECT: PROJECT NO. 7658
GYM FLOOR REPLACEMENT
LOCATED WITHIN THE GARDEN GROVE PARK AT
13641 DEODARA AVENUE**

BID RECEIVED: FEBRUARY 12, 2019

TIME: 11:00 A.M.

ENGINEER'S ESTIMATE: \$ 200,000.00

	Bidder's Name	Total Proposal	% Under/Over Engrs. Est
1.	McWil Sports Surfaces, Inc., Gardena	\$ 188,050	-5.97 % Under
2.	Geary Floors Inc., El Cajon	\$ 224,360	+12.12% Over

ATTACHMENT #2

CONSTRUCTION AGREEMENT

MCWIL SPORTS SURFACES, INC.

THIS AGREEMENT is made this _____ day of February, 2019 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and MCWIL SPORTS SURFACES, INC., hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated **February 26, 2019.**
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **GYM FLOOR REPLACEMENT, CITY PROJECT NO. 7658.**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

SECTION 5 - AGREEMENT (Continued)

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: **GYM FLOOR REPLACEMENT, CITY PROJECT NO. 7658.**
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **GYM FLOOR REPLACEMENT, CITY PROJECT NO. 7658.** Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.
- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit submittals **within fourteen (14) calendar days.** The CONTRACTOR shall diligently prosecute the work on **GYM FLOOR REPLACEMENT, within forty five (45) working days starting on March 25, 2019** and on to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

SECTION 5 - AGREEMENT (Continued)

5.6 Time is of the Essence. Time is of the essence of this Contract.

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

5.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that

SECTION 5 - AGREEMENT (Continued)

CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

5.9 Changes in Project.

- 5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the

SECTION 5 - AGREEMENT (Continued)

CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.
- 5.9.4** Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

SECTION 5 - AGREEMENT (Continued)

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **seven hundred and fifty dollars (\$750.00) per day** each and every calendar day during which completion of **gym floor replacement** have not been completed within sixty (60) days. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **One Hundred and Eighty Eight thousand Fifty Dollars and No Cents (\$188,050.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

5.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions

SECTION 5 - AGREEMENT (Continued)

of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each

SECTION 5 - AGREEMENT (Continued)

worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

5.14.6 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

5.14.7 Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

SECTION 5 - AGREEMENT (Continued)

5.14.7 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5.15 Surety Bonds. CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY."

5.16 Insurance.

5.16.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

5.16.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.16.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

SECTION 5 - AGREEMENT (Continued)

5.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CG 20 26 07 04 & Form CG 20 37 07 04 or equivalent)** **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CA 20 48 02 99 or equivalent)** **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. **(Claims made and modified occurrence policies are not acceptable;** Insurance

SECTION 5 - AGREEMENT (Continued)

companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

5.16.5 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

SECTION 5 - AGREEMENT (Continued)

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

- 5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

SECTION 5 - AGREEMENT (Continued)

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is

SECTION 5 - AGREEMENT (Continued)

brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

- 5.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Navin Maru
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180
(714) 741-5578 Fax*

TO CONTRACTOR:

*McWil Sports Surfaces, Inc.
Attention: Grant Patterson
135 W 155th Street
Gardena, CA 90248
(424) 233-1818
(424) 233-1819 Fax*

[SIGNATURE PAGE FOLLOWS]

SECTION 5 - AGREEMENT (Continued)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

McWil Sports Surfaces, Inc.
CONTRACTOR'S State License No. **676605**
(Expiration Date: 09/30/2019)

By: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a
Corporate Resolution and/or Corporate
Seal is required.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes from the meeting held on February 12, 2019. (*Action Item*) Date: 2/26/2019

Attached are the minutes from the meeting held on February 12, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	2/21/2019	Minutes	February_12__2019.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, February 12, 2019

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

CONVENE CLOSED SESSION

At 5:40 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Mayor Jones, Mayor Pro Tem Klopfenstein,
Council Members Brietigam, O'Neill, T.
Nguyen, Bui, K. Nguyen

ABSENT: (0) None

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CONVENE CLOSED SESSION

At 5:42 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case.

City Attorney Sandoval reported that the Council will consider a case based on facts/circumstances not yet known to a potential plaintiff.

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; Firefighters Local 2005; Fire Management Association; Orange County Employees Association.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: Assessor Parcel Numbers 23318101 and 23317121

City Negotiator: Scott C. Stiles, City Manager

Negotiating Parties: Landmark, LLC; Investel Harbor Resorts, LLC; Garden Grove Sanitary District.

Under Negotiation: To obtain direction regarding the price and terms of payment for the acquisition/disposition of the property.

RECESS CLOSED SESSION

At 6:25 p.m., Mayor Jones recessed Closed Session.

CONVENE REGULAR MEETING

At 6:36 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF OFFICERS RENE BARRAZA AND JEREMY MORSE FOR PERFORMING LIVE SAVING EFFORTS

COMMUNITY SPOTLIGHT IN RECOGNITION OF OFFICERS RENE BARRAZA AND THOMAS REED FOR THEIR LIFE-SAVING EFFORTS, OFFICERS KIRK HURLEY AND AARON SHIPLEY FOR ASSISTING, AND OFFICERS CODY JOHNSON AND EDWARD KIM FOR GOING ABOVE AND BEYOND THE CALL OF DUTY

ORAL COMMUNICATIONS

Speakers: Craig Durfey, Ray Heimstra, Leland Sisk, Eric Nong, Tom Raber, Gloria Bram

WRITTEN REQUEST FROM THE KOREAN CHAMBER OF COMMERCE OF ORANGE COUNTY TO CHANGE "KOREAN BUSINESS DISTRICT" TO "KOREATOWN" AND REVISE THE TWO EXISTING MONUMENT SIGNS LOCATED ON GARDEN GROVE BOULEVARD (F: 88.1)

Following staff introduction, Mr. Raymond Choi and his associates from the Korean

Chamber of Commerce requested support for the name change. Following City Council discussion and suggestions from Council Member Bui, it was moved by Council Member K. Nguyen, seconded by Mayor Jones that:

The area formerly named the Korean Business District be changed to Koreatown, and the existing monument signs located on Garden Grove Boulevard at Fern Street and at Brookhurst Street be revised to reflect the name change.

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

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

RECESS

At 7:31 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:34 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A RESOLUTION TO APPROVE UPDATES TO THE CITY COUNCIL POLICY MANUAL (F: 127.3)

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

Resolution No. 9538-19 entitled: A Resolution of the City Council of the City of Garden Grove updating the City Council Policy Manual in its entirety for conformity with organizational updates, minute actions, and current state and local laws, be adopted.

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

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

APPROVAL OF FINAL PARCEL MAP NO. PM-2017-187 FOR PROPERTY LOCATED AT 7901-7905 GARDEN GROVE BOULEVARD, GARDEN GROVE (F: 118.PM-2017-187)

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

Final Parcel Map No. PM-2017-187 be approved.

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

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

AWARD A CONTRACT TO HARRIS & ASSOCIATES, INC., TO PROVIDE ASSESSMENT ENGINEERING SERVICES FOR THE CITY'S STREET LIGHTING DISTRICT, STREET LIGHTING DISTRICT 99-1, AND PARK MAINTENANCE DISTRICT FOR FISCAL YEARS 2019-20, 2020-21, 2021-22 AND 2022-23 (F: 55-Harris & Associates, Inc.)

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

A contract be awarded to Harris & Associates, Inc., to provide assessment engineering services for the City's Street Lighting District, Street Lighting District 99-1 and Park Maintenance Assessment District for Fiscal Years 2019-20, 2020-21, 2021-22 and 2022-23, in an amount not to exceed the annual proposed fee, with the option to extend the contract for two (2) two year terms; and

The City Manager be authorized to execute the professional services agreement on behalf of the City and to make minor modifications as appropriate thereto.

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

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

APPROVAL OF A COOPERATIVE COST REIMBURSEMENT AGREEMENT WITH THE CITY OF SANTA ANA FOR THE REHABILITATION OF EUCLID STREET FROM HAZARD AVENUE TO WESTMINSTER AVENUE (F: 55-City of Santa Ana)

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

The Cooperative Agreement with the City of Santa Ana for the rehabilitation of Euclid Street from Hazard Avenue to Westminster Avenue, be approved; and

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

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JANUARY 22, 2019,
AND JANUARY 29, 2019 (F: VAULT)

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

Minutes from the meetings held on January 22, 2019, and January 29, 2019, be received and filed.

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

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

WARRANTS

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

Regular Warrants 647121 through 647414; 647415 through 647628, and 647629 through 647815; W647414 through W647628; Wires W2383 through W2390; W2391 through W2398; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the City Manager or his designee; and

Payroll Warrants 183020 through 183038; Direct Deposits D343058 through DD343724; and Wires W2550 through W2553; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the City Manager or his designee.

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

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

WAIVER

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

Full reading of ordinances listed be waived.

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

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

APPOINTMENTS TO CITY COMMISSIONS AND TO THE ADMINISTRATIVE BOARD OF APPEALS (Continued from the January 22, 2019, meeting.) (F: 122.1) (F:122.2C)(F: 122.4A)(F: 122.6A)(F: 122.10A) (F: 122.11A)(F: 122.70A)

Following the City Clerk announcing the Mayor's appointments, it was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that the following appointments be made:

Administrative Board of Appeals: Arturo Arestegui, Brandon Chavira, and Pauline Merry. Mayor Jones noted that two more appointments need to be made for the Administrative Board of Appeals and would be done at a future meeting.

Traffic Commission: David Johnson, Josh Lindsay, Kadi Kiisk-Mohr, Kevin Rodgers, Randy Arbcast, Ricardo Cepeda, and Robert Dalton.

Planning Commission: Andrew Kanzler, Christy Le, Dale Soeffner, Jeremy Lehman, John Ramirez, Daisy Perez, and Man Jordan Nguyen.

Parks, Recreation, and Arts Commission: Andrea Perez, Kevin Rhee, Marisa Salicos, Nicole Ramirez, Reina Solis, John No, and Ted Stevens.

Neighborhood Improvement and Conservation Commission: Bonnie Crawford, Brian Newbold, Maureen Blackmun, Peterson Pham, Roger Flanders, Jonathan Swaim, and Vickie Hanssen.

Downtown Commission: Audrey Pecor, James Schierberl, Jennifer Stewart, John Wietor, Rebecca Weimer, Ric Lerma, and Angel Zaragoza.

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

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

ADOPTION OF A RESOLUTION ESTABLISHING THE COMPOSITION OF THE MEASURE O – CITIZENS' OVERSIGHT COMMITTEE, SETTING PURPOSE, SCOPE OF RESPONSIBILITY, COMPOSITION, STRUCTURE AND OTHER RELATED MATTERS (F: 58.2.2018)(F: 122.90)

Following staff introduction and City Council discussion, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that this item be continued to the next regular meeting on February 26, 2019.

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

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

APPROVAL OF AN AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC., FOR GRAFFITI ABATEMENT SERVICES (F: 55-Graffiti Protective Coatings, Inc.)

Following staff presentation, it was moved by Council Member Brietigam, seconded by Council Member Klopfenstein that:

The agreement with Graffiti Protective Coatings, Inc., through October 31, 2020, in the amount of \$271,573.27, be approved; and

The City Manager be authorized to execute the agreement and make minor modifications as appropriate thereto.

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

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

MAYOR JONES LEFT THE MEETING AT 8:26 P.M. AND RETURNED TO THE MEETING AT 8:28 P.M.

APPROVAL OF SOUTHERN CALIFORNIA EDISON'S OPTION E LED PROGRAM REBATE FUNDS IN FISCAL YEAR 2018-19 FOR INFRASTRUCTURE PROJECTS (F: 121.2A)

Following staff presentation and City Council discussion, it was moved by Council Member Brietigam, seconded by Mayor Jones that:

\$755,708 be appropriated in Fiscal Year 2018-19 to be deposited in Fund 111 for the LED conversion of City-owned street lights (Package 7284) and for the construction of La Bonita Storm Drain (Package 7407), with any remaining funds to be used to offset street and drainage capital projects identified in the City's Five Year Capital Improvement Program

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

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

APPROVAL OF AN AGREEMENT WITH AXON ENTERPRISES, INC., AND TO APPROPRIATE FUNDING FOR IN-CAR VIDEO, BODY WORN CAMERAS AND CLOUD STORAGE FOR THE POLICE DEPARTMENT (F: 55-Axon Enterprise, Inc.)

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

The agreement with Axon Enterprises, Inc., in the amount of \$1,403,646.38 for the purchase of in-car video (IVS), body worn cameras (BWC), cloud storage and related hardware components, be approved;

That \$453,630.38 be appropriated from the Fleet Management fund, and the cost of not more than ten percent of the first year contract amount, or \$45,363 for unforeseen contingencies during the project management and implementation stages of the project with the approval of the City Manager or his designee; and

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

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

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

SECOND READING AND ADOPTION OF ORDINANCE NO. 2900
(F: 116.PUD-103-82 (REV. 2018))

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

Following reading of the title, it was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

Ordinance No. 2900 entitled: An Ordinance of the City Council of the City of Garden Grove approving Planned Unit Development No. PUD-103-82 (Rev. 2018), amending Planned Unit Development No. PUD-103-82 to allow for reconstruction of an existing on-premise freeway-oriented digital sign for the Toyota Place Automobile Dealership on property located at 9444 Trask Avenue, Assessor's Parcel No. 098-090-63, be adopted.

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

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

SECOND READING AND ADOPTION OF ORDINANCE NO. 2901 (F: 50.2)

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

Following reading of the title, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Ordinance No. 2901 entitled: An Ordinance of the City Council of the City of Garden Grove amending and restating Chapter 8.48 of Title 8 of the Garden Grove Municipal Code pertaining to vending on the public right-of-way and regulating sidewalk vendors, be adopted.

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

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

SECOND READING AND ADOPTION OF ORDINANCE NO. 2902 (F: 50.2)

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

Following reading of the title, it was moved by Council Member O'Neill, seconded by Council Member Brietigam that:

Ordinance No. 2902 entitled: An Ordinance of the City Council of the City of Garden Grove adding Chapter 18.60 to Title 18 of the Garden Grove Municipal Code implementing a construction and demolition waste recycling program, be adopted.

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

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

SECOND READING AND ADOPTION OF ORDINANCE NO. 2903 (F: 50.2)

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

Following reading of the title, it was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Ordinance No. 2903 entitled: An Ordinance of the City Council of the City of Garden Grove amending Section 1.22.010 of Chapter 1.22 of Title 1, and adding Chapter 8.02 of Title 8, of the Garden Grove Municipal Code, to enhance the City's Code Enforcement Program by increasing Administrative Fines for violations of Building and Safety Codes and prohibiting commercial advertisements for unlawful activities and uses, be adopted.

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

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

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

CONSIDERATION OF APPOINTMENTS FOR AN AD HOC COMMITTEE FOR THE WILLOWICK GOLF COURSE SITE AS REQUESTED BY THE CITY COUNCIL (F: VIP) (F: 73.13)

Mayor Jones announced that at the joint Study Session with the City of Santa Ana, it was suggested that each city appoint three of its council members to an Ad Hoc Committee to report to each respective city on the activities on the Willowick Golf Course redevelopment proposals.

It was moved by Mayor Jones, seconded by Council Member Brietigam that Mayor Jones, Council Member Bui, and Council Member K. Nguyen would be selected to serve as Garden Grove's Ad Hoc Committee for the Willowick Golf Course site.

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

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

DISCUSSION REGARDING CITY HALL 9/80 WORK SCHEDULE AS REQUESTED BY COUNCIL MEMBER BRIETIGAM

Following City Manager's Stiles overview of the benefits of maintaining the City's 9/80 schedule, Council Member Brietigam responded that as City Hall is a public service for the community, it should be open every Friday. He also noted that he is recommending that the employees maintain their 9/80 schedules, and to have a skeleton crew working on alternating Fridays.

Following further City Council discussion, consensus was to table further discussion after July to give more time to analyze the feasibility.

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

Council Member Brietigam commented that he had a great time at the recent Tet Festival parade.

Council Member O'Neill commented on his three day trip to Washington D.C. with a delegation that included 50 elected officials, community leaders and mayors. They discussed issues that included pensions, infrastructure, water, homelessness, housing, and sober living homes. The delegation met with Orange County congressional leaders and asked some very hard questions, and it is consensus among the leadership that bipartisan politics need to be set aside and that compromise is necessary. Congressional leaders did talk about issues that can be addressed, such as infrastructure, transportation and the opioid epidemic, during the next two years. He noted that legislation regarding sober living is being addressed, which should help Garden Grove.

Council Member T. Nguyen stated that she attended the ground breaking for the Garden Brook Senior Apartments in her District 3, which is a very nice project that will replace the "Rusty Skeleton" on Garden Grove Boulevard. She commended Community and Economic Development Director Lisa Kim and her staff on their work in moving this project forward.

Council Member Bui commented on the "Rusty Skeleton" and the efforts to try to make this project work; however, with patience and the decision to hold off on forcing the demolition has made the Senior Apartment project possible that will provide for nice homes for low income people. Across from this project will soon be the next phase of the Brookhurst Triangle.

City Attorney Sandoval announced that there was no reportable action on the Closed Session item regarding the anticipated litigation; that City Council will be reconvening Closed Session to continue with the remaining items listed.

City Manager Stiles noted that Chief Schultz's Celebration Memorial will be taking place on Wednesday, February 13, 2019, at 2:00 p.m. at the EVFree Church in Fullerton.

Mayor Jones noted that the State of the City was a successful event that was hosted by the Chamber of Commerce and held at the Great Wolf Lodge. He commented on the hard work and progress being done in Garden Grove. He stated that tonight's meeting will be adjourned in memory of Garden Grove Fire Chief Tom Schultz, a dedicated public servant, who passed away on Sunday, January 27, 2019.

RECONVENE CLOSED SESSION

At 9:07 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to continue discussion of the following matters:

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; Firefighters Local 2005; Fire Management Association; Orange County Employees Association.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: Assessor Parcel Numbers 23318101 and 23317121

City Negotiator: Scott C. Stiles, City Manager

Negotiating Parties: Landmark, LLC; Investel Harbor Resorts, LLC; Garden Grove Sanitary District.

Under Negotiation: To obtain direction regarding the price and terms of payment for the acquisition/disposition of the property.

ADJOURN CLOSED SESSION

At 10:30 p.m., Mayor Jones adjourned Closed Session.

CONVENE MEETING

At 10:31 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

Mayor Jones announced that there was no reportable action.

ADJOURNMENT

At 10:32 p.m., Mayor Jones adjourned the meeting in memory of Fire Chief Tom Schultz. The next Regular City Council Meeting will be held on Tuesday, February 26, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Approval of warrants. Date: 2/26/2019
(*Action Item*)

Attached are the warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	2/21/2019	Warrants	02-26-19_CC_Warrants_(01-03-19_PR).pdf
Warrants	2/21/2019	Warrants	02-26-19_CC_Warrants_(01-17-19_PR).pdf
Warrants	2/21/2019	Warrants	02-26-19_CC_Warrants_(02-14-19_PR).pdf
Warrants	2/21/2019	Warrants	02-26-19_CC_Warrants_(02-26-19).pdf

182970	THOMAS A CAPPS	178.52	182971	ALBERT R LECOUC JR	962.82
182972	JASON A FERTAL	1458.93	182973	JASON A FERTAL	1607.58
182974	SANDRA L VERA	2785.11	182975	SANDRA L VERA	1757.99
182976	JASON A FERTAL	1.40	182977	RACHEL L JORDAN	331.86
182978	JUDITH A MOORE	2139.94	182979	DIANE BELAIR	1717.83
182980	PRIT J KASKLA	227.81	182981	WILLIAM J ENGELS	545.54
182982	MICHAEL F ROCHA	1959.23	182983	DANIEL C MOSS	1673.94
182984	FRANK X DE LA ROSA	2643.91	182985	DEANNA M CHUMACERO	807.91
182986	STEVEN E GOMEZ	324.28	182987	SHADY S PUALLOA	242.56
182988	MARIA D ROSALES	204.88	182989	SPENCER S CLIFT	185.65
182990	TYLER D VU	351.82	182991	O.C.E.A. GENERAL	2205.54
182992	O.C.E.A.	1027.25	182993	COMMUNITY HEALTH CHARITI	45.00
182994	GARDEN GROVE POLICE ASSO	1370.00	D341732	GEORGE S BRIETIGAM III	312.05
D341733	PHAT T BUI	28.32	D341734	STEVEN R JONES	176.03
D341735	STEPHANIE L KLOPFENSTEIN	117.67	D341736	DIEDRE THU HA NGUYEN	278.31
D341737	KIM B NGUYEN	279.45	D341738	JOHN R O'NEILL	297.62
D341739	VERONICA AVILA	1835.96	D341740	JEFFREY P DAVIS	2379.03
D341741	PAMELA M HADDAD	1664.73	D341742	NOELLE N KIM	1729.76
D341743	MISSY M MENDOZA	233.35	D341744	MARIE L MORAN	2498.06
D341745	SHAWN S PARK	2104.30	D341746	ANA E PULIDO	3364.96
D341747	SCOTT C STILES	7331.97	D341748	MARIA A STIPE	4901.78
D341749	KRISTY H THAI	2226.94	D341750	MEENA YOO	2136.57
D341751	MARITZA PIZARRO	1711.34	D341752	TERESA L POMEROY	2988.04
D341753	LIZABETH C VASQUEZ	1841.91	D341754	SHAUNA J CARRENO	2024.54
D341755	VY D HO	1233.70	D341756	DANNY HUYNH	3437.11
D341757	VILMA C KLOESS	2027.22	D341758	IVY LE	2126.44
D341759	TAMMY LE	1794.78	D341760	LINDA MIDDENDORF	2183.03
D341761	MARIA A NAVARRO	2203.15	D341762	PHUONG VIEN T NGUYEN	2478.78
D341763	QUANG NGUYEN	2369.59	D341764	TINA T NGUYEN	2188.09
D341765	THYANA T PHI	2281.58	D341766	MARIA RAMOS	2131.96
D341767	TANYA L TO	1379.41	D341768	CUONG K TRAN	2039.40
D341769	ELAINE TRUONG	1492.19	D341770	THANH-NGUYEN VO	2232.87
D341771	SYLVIA GARCIA	2072.86	D341772	KAREN M HARRIS	2699.36
D341773	CHRISTI C MENDOZA	594.08	D341774	JANET J CHUNG	2462.46
D341775	ANN C EIFERT	2740.12	D341776	MARGARITA A ABOLA	1969.52
D341777	MARY ANN M ALCANCIA	2015.90	D341778	MARISA ATIN RAMOS	1469.91
D341779	ELLIS EUN ROK CHANG	2733.12	D341780	RHONDA C KAWELL	1961.74
D341781	ROBERT W MAY	1493.09	D341782	SHAWNA A MCDONOUGH	1548.44
D341783	HEIDY Y MUNOZ	2878.77	D341784	LIGIA ANDREI	1496.22
D341785	ARIANA B BAUTISTA	1524.03	D341786	KAREN J BROWN	469.68
D341787	CORINNE L HOFFMAN	2333.02	D341788	JEFF N KURAMOTO	2679.96
D341789	CHELSEA E LUKAS	1534.42	D341790	EDWARD E MARVIN JR	1672.26
D341791	ANGELA M MENDEZ	1684.40	D341792	JENNIFER L PETERSON	2041.73
D341793	ANH PHAM	1691.26	D341794	EVA RAMIREZ	1667.12
D341795	JAIME F CHAVEZ	1465.69	D341796	GARY F HERNANDEZ	1635.13
D341797	NEAL M MANALANSAN	1604.09	D341798	DANIEL J SANCHEZ	1529.35
D341799	SANDRA E SEGAWA	3311.39	D341800	ALANA R CHENG	2364.73
D341801	LISA L KIM	4192.66	D341802	JAYME K AHLO	2397.43

**** PAGE TOTAL = 166753.23

D341803	JULIE A ASHLEIGH	2230.10	D341804	MICHAEL G AUSTIN	2419.16
D341805	RITA M CRAMER	2310.64	D341806	CHRISTOPHER J CRANDALL	2559.31
D341807	DAVID A DENT	3790.87	D341808	TODD C HARTWIG	2490.30
D341809	RALPH V HERMANDEZ	2261.89	D341810	AARON J HODSON	2282.43
D341811	DONALD E LUCAS	2687.41	D341812	SVETLANA MOURE	2050.94
D341813	PHU T NGUYEN	3339.28	D341814	LORENA J QUILLA-SOULES	2378.20
D341815	PEDRO ROQUE	2344.60	D341816	CHRISTOPHER CHUNG	2670.55
D341817	PAUL GUERRERO	2481.61	D341818	HUONG Q LY	1647.06
D341819	LEE W MARINO	3601.72	D341820	MARIA L MEDRANO	1984.97
D341821	MARIA C PARRA	3220.67	D341822	GREG BLODGETT	3705.37
D341823	MONICA COVARRUBIAS	2717.91	D341824	GRACE E LEE	2261.73
D341825	AMEENAH ABU-HAMDIYYAH	1653.71	D341826	ROY N ROBBINS	2729.83
D341827	TIMOTHY E THRONE	1688.86	D341828	ALLISON D WILSON	1927.69
D341829	MICHAEL C BOS	2289.11	D341830	DANIEL J CANDELARIA	4559.71
D341831	VINCENT L DE LA ROSA	1933.59	D341832	KAMYAR DIRAJ	1184.57
D341833	ALICIA M HOFER	1615.81	D341834	NICOLAS C HSIEH	3168.09
D341835	ROSEMARIE JACOT	1910.22	D341836	SHAN L LEWIS	1999.18
D341837	NAVIN B MARU	4327.69	D341838	JUAN C NAVARRO	2243.94
D341839	MICHAEL F SANTOS	2656.18	D341840	MARK P UPHUS	4010.25
D341841	JOSE A VASQUEZ	2093.25	D341842	ANA G VERGARA NEAL	2208.83
D341843	DAI C VU	3587.34	D341844	KHANG L VU	3481.44
D341845	JOSHUA J ARIONUS	2155.57	D341846	JAN BERGER	2191.13
D341847	ROBERT P BERMUDEZ	3033.59	D341848	TIM P CANNON	2809.35
D341849	MYUNG J CHUN	3602.79	D341850	CARINA M DAN	1761.67
D341851	RYAN H DAVIS	1288.40	D341852	RONALD W DIEMERT	1946.44
D341853	CHRIS N ESCOBAR	4335.18	D341854	ALEJANDRO GONZALEZ	4863.12
D341855	MICHAEL J GRAY	2402.21	D341856	LARRY GRIFFIN	2404.57
D341857	ROBERT A HAENDIGES	2577.38	D341858	RYAN S HART	2036.54
D341859	EDWARD A HUY	3936.19	D341860	VIDAL JIMENEZ	2971.50
D341861	SAMUEL K KIM	1639.59	D341862	REBECCA PIK KWAN LI	3330.25
D341863	DAVID MA'AE	1788.34	D341864	TYLER MEISLAHN	1835.79
D341865	JESSE K MONTGOMERY	1987.29	D341866	JUSTIN M MORRIS	722.88
D341867	STEVEN J MOYA JR	754.47	D341868	BASIL G MURAD	2520.48
D341869	KIRK L NATLAND	2575.86	D341870	DUC TRUNG NGUYEN	2352.16
D341871	CORNELIU NICOLAE	2049.55	D341872	ANDREW I ORNELAS	1579.16
D341873	DAVID A ORTEGA	3044.26	D341874	CELESTINO J PASILLAS	2660.32
D341875	WILLIAM F PEARSON	2065.01	D341876	LES A RUITENSCHILD	2534.43
D341877	JONATHAN RUIZ	2881.88	D341878	ALEXIS SANTOS	1001.17
D341879	ADRIAN M SARMIENTO	2232.01	D341880	ALBERT TALAMANTES JR	3097.90
D341881	MINH K TRAN	1937.23	D341882	ALEJANDRO VALENZUELA JR	1247.22
D341883	ALEJANDRO N VALENZUELA	1638.70	D341884	KATHLEEN N VICTORIA	869.77
D341885	RONALD J WOLLAND	1850.36	D341886	VICTOR K YERGENSEN	2689.89
D341887	ALICE K FREGOSO	7215.42	D341888	RAQUEL K MANSON	2510.62
D341889	WILLIAM E MURRAY JR	2736.15	D341890	EMILY H TRIMBLE	1700.09
D341891	ALFRED J AGUIRRE	1228.10	D341892	RODOLPHO M BECERRA	1867.68
D341893	RAYMOND A BUCHLER	1654.08	D341894	EDGAR A CANO	1718.71
D341895	ALBERT J CARRISOZA	1556.39	D341896	GABRIELA R CONTRERAS	1998.77
D341897	JULIE T COTTON		D341898	DANIEL A DEL ROSARIO	676.86

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D341899	ERIC M ESPINOZA	1583.25	D341900	ALBERT R EURS II	2460.90
D341901	ROBERT J FRANCO	730.52	D341902	MAURICIO S GARCIA	2362.28
D341903	GILBERTO GAYTAN PINEDA	233.64	D341904	HERMILO HERNANDEZ	1889.58
D341905	DARNELL D JERRY	279.39	D341906	BRENT KAYLOR	2065.94
D341907	MARK W LADNEY	2477.53	D341908	RAUL LEYVA	1568.43
D341909	ANTONIO R MARTIN	2144.93	D341910	DIEGO A MEJIA	1324.89
D341911	RIGOBERTO MENDEZ	2006.24	D341912	STEVEN T ORTIZ	2241.42
D341913	RICHARD L PINKSTON	2271.41	D341914	BRADLEY J POINDEXTER	734.57
D341915	JOSE J ROMAN	334.48	D341916	ALEXIS P TARIN	1948.93
D341917	STEVE J TAUANU'U	3003.78	D341918	SUSAN VITALI	680.60
D341919	IOAN ANDREI	894.13	D341920	SYLVESTER A BABINSKI IV	1507.56
D341921	JEFFREY G CANTRELL	1935.41	D341922	JAMES CUNNINGHAM	2102.16
D341923	JULIA ESPINOZA	1160.41	D341924	CECELIA A FERNANDEZ	1130.45
D341925	CONRAD A FERNANDEZ	945.77	D341926	DIANA GOMEZ	783.93
D341927	JORGE GONZALEZ	1126.94	D341928	MICHAEL R GREENE	2072.45
D341929	RONALD D GUSMAN	876.14	D341930	GLORIA A HARO	1143.28
D341931	ERIC W JOHNSON	1047.26	D341932	URIEL MACIAS	815.15
D341933	KHUONG NGUYEN	1202.49	D341934	DELFRADO C REYES	1143.29
D341935	RAFAEL ROBLES	1196.22	D341936	ADRIANNA M RODRIGUEZ	866.85
D341937	RODERICK THURMAN	1569.19	D341938	EVARISTO VERA	1650.38
D341939	RICHARD L WILLIAMS	1693.78	D341940	ANSELMO AGUIRRE	1888.99
D341941	CHRISTOPHER L ALLEN	1783.19	D341942	PHILLIP J CARTER	2662.44
D341943	RICK L DUVAL	2740.62	D341944	CASEY G GIROUARD	707.35
D341945	AARON R HANSEN	1843.91	D341946	HUY HOA HUYNH	2014.89
D341947	BRYAN D KWIATKOWSKI	1412.02	D341948	CHRISTOPHER B PRUDHOMME	1529.05
D341949	ROLANDO QUIROZ	1743.50	D341950	TODD R REED	2341.87
D341951	ESTEBAN H RODRIGUEZ	1468.61	D341952	ROBERTO RODRIGUEZ	500.36
D341953	LUIS A TAPIA	2048.60	D341954	MICHAEL W THOMPSON	2265.88
D341955	WILLIAM J WHITE	1963.33	D341956	JESSE GUZMAN	2167.32
D341957	MARK M KHALIL	1717.13	D341958	BRETT A MEISLAHN	1982.47
D341959	DOUGLAS A MOORE	1855.60	D341960	AUSTIN H POWELL	1738.06
D341961	MELVIN P REED	1707.13	D341962	STEPHEN D SUDDUTH	1541.66
D341963	TIMOTHY WALLINGFORD	2114.59	D341964	HILLARD J WILLIAMS	654.00
D341965	SOUHELIA K GOUNTOUMA	2113.33	D341966	ALBERT J HOLMON III	3223.45
D341967	VICTOR T BLAS	3502.81	D341968	ERVIN DUBRUL	1652.28
D341969	JEREMY J GLENN	1287.00	D341970	JOSE GOMEZ	1855.35
D341971	BRENT W HAYES	2924.16	D341972	FRANK D HOWENSTEIN	2200.56
D341973	ALLEN G KIRZHNER	1849.16	D341974	BRANDON S NUNES	1140.05
D341975	STEPHEN PORRAS	2632.72	D341976	JESSE VIRAMONTES	1529.01
D341977	JOHN ZAVALA	2024.29	D341978	KAETLYN L AGATEP	90.96
D341979	STEPHANIE AMBRIZ	196.05	D341980	JOSELYN D AVALOS	260.04
D341981	JOSUE BARREIRO MENDOZA	1507.86	D341982	ALEXIS R BAUTISTA-MOYANO	114.17
D341983	IMMANUEL M CALDONA	197.43	D341984	RACHEL M CAMARENA	1956.89
D341985	RENE CAMARENA	1657.47	D341986	VICTORIA M CASILLAS	1989.43
D341987	RACHAEL M CHOATE	49.53	D341988	AMANDA D CROSS	1037.64
D341989	GISELL L CRUZ	256.87	D341990	KENNETH E CUMMINGS	1097.25
D341991	GABRIELA DIAZ	111.45	D341992	GRISELL V EVERASTICO	293.18
D341993	MARK C FREEMAN	2796.48	D341994	JARED D GARCIA	65.69

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D341995	VANESSA L GARCIA	46.71	D341996	ALINA D GONZALEZ	121.19
D341997	JACOB R GRANT	1776.72	D341998	MARITZA JIMENEZ	50.54
D341999	KALYSTA N LOPEZ	307.09	D342000	STEPHANIA LUNA	345.09
D342001	ELAINE M MA'AE	2373.17	D342002	JESUS MEDINA	1485.00
D342003	JUAN MEDINA	1991.24	D342004	JOHN A MONTANCHEZ	4150.37
D342005	BRIANNA M MOORE	1076.33	D342006	KIRSTEN K NAKAISHI	83.58
D342007	GINA D NECCO	208.18	D342008	JACOB J NEELY	424.51
D342009	NOEL N NICHOLAS	993.90	D342010	JENNIFER GODDARD NYE	2367.56
D342011	GABRIELA O'CADIZ-HERNAND	2687.01	D342012	NANCY A OCAMPO	60.63
D342013	LORI OCHOA	1859.77	D342014	STEPHANIE ORTIZ	121.28
D342015	CHRISTIAN PANGAN	321.69	D342016	JANET E PELAYO	2958.85
D342017	JESUS PEREZ	242.56	D342018	ALEXA PRADO	131.39
D342019	SUGEIRY REYNOSO	2427.20	D342020	MARINA Y ROMERO	1783.56
D342021	MONICA K ROMO	13.50	D342022	TANYA ROSAS	123.83
D342023	DIANA SALDIVAR	327.46	D342024	RICARDO SALDIVAR	432.36
D342025	YARELI SANCHEZ GUIJOSA	70.74	D342026	DANA MARIE SAUCEDO	2053.64
D342027	EMERON J SCHLUMPBERGER	935.69	D342028	AUSTIN M ST MARSEILLE	131.39
D342029	RYAN J STEVENS	181.91	D342030	MIRANDA M TORRES	150.40
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D342033	JEFFREY VAN SICKLE	2055.57	D342034	DAISY O VENCES	298.86
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D342037	JACOB D VIRAMONTES	218.50	D342038	TIFFANY D VU	146.55
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D342043	ANTHONY R ACOSTA	3189.20	D342044	JOHN D BARANGER III	2096.58
D342045	LUCAS B BAUER	2622.53	D342046	BRADLEY D BELL	3229.30
D342047	JERRY R BRENNEMAN	5564.49	D342048	JOSE J CAMBEROS	3552.60
D342049	YVES G CLERMONT	3105.20	D342050	JOE W CRAWFORD	6616.02
D342051	TIMOTHY A CRAWFORD	3200.71	D342052	JUSTIN D DOYLE	4613.10
D342053	MICHAEL G ECKHARDT JR	4016.19	D342054	STEVE P FELLNER	5416.43
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D342059	WILLIAM R JAEGER	3183.88	D342060	JORDAN R JEMIOLA	4432.14
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D342063	NICHOLAS A LERARIO	2199.95	D342064	COREY L LINDSAY	1552.47
D342065	NORMAN M LOVELY	1967.36	D342066	JOHN M MARQUEZ JR	2746.33
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D342079	DAVID C SANCHEZ	3503.49	D342080	NICK R SCHAEFER	2615.78
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D342083	WILLIAM S STROHM	3395.38	D342084	JUSTIN D TRAVER	2648.69
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D342089	MARK S WEISS	5063.50	D342090	JOSEPH A WINGERT JR	3375.46

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D342103	JOSHUA D LEE	3356.78	D342104	DANIEL J MOORE	3504.65
D342105	GRANT A NOBLE	2566.67	D342106	ERIC S NORRDIN	4589.93
D342107	ANTHONY J PAGE	2885.85	D342108	ERIC M PALOMO	2862.76
D342109	ANDREW J ROACH	3548.82	D342110	RICHARD RONSADT	5731.05
D342111	TIMOTHY N STOWE	1913.50	D342112	ERIC THORSON	2585.86
D342113	RYAN D VAN WIE	3273.47	D342114	JONATHAN C WHITE	2308.46
D342115	GREGORY D WILLIAMS	6629.43	D342116	JEREMIE E YORKE	2548.80
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D342119	DYLAN A NELSON	116.89	D342120	DON T NGUYEN	1694.63
D342121	PAUL J WHITTAKER	7329.75	D342122	JAMES L GABBARD	4171.44
D342123	TODD J ELGIN	10701.83	D342124	CAROLE A KANEGAE	2294.23
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D342129	RICHARD O BURILLO	5048.98	D342130	THOMAS R DARE	5718.60
D342131	AMIR A EL-FARRA	4175.23	D342132	HELENA ELSOUSOU	2553.07
D342133	PATRICK E GILDEA	3868.24	D342134	AI KELLY HUYNH	1705.19
D342135	KEIRA LONG	1699.68	D342136	JOHN E REYNOLDS	6054.86
D342137	REYNA ROSALES	1608.11	D342138	MICHAEL J VISCOMI	5686.63
D342139	PEDRO R ARELLANO	3631.68	D342140	TIMOTHY R ASHBAUGH	2687.27
D342141	ALFREDO R AVALOS	3351.65	D342142	RENE BARRAZA	2790.51
D342143	BEAU A BERENGER	2927.04	D342144	RYAN S BERLETH	2996.59
D342145	SUMMER A BOGUE	2090.92	D342146	JESENIA CAMPOS	1751.70
D342147	RENZO CHUMBE	2419.76	D342148	GARY L COULTER	3022.10
D342149	CHARLIE DANIELEY III	2543.59	D342150	NICHOLAS A DE ALMEIDA LO	4186.21
D342151	STEPHEN C ESTLOW	753.09	D342152	HECTOR FERREIRA JR	2215.77
D342153	KARI A FLOOD	2232.33	D342154	ROBERT J GIFFORD	3164.39
D342155	VICTORIA A GILL	1975.29	D342156	JOSEPH P GROSS JR	2684.64
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D342163	KRISTOFER D KELLEY	2911.39	D342164	EDWARD K KIM	2459.36
D342165	TIMOTHY P KOVACS	3652.49	D342166	MARK A LORD	2957.69
D342167	SHAYLEN L MAO	11883.45	D342168	JORGE L MAZON	2359.59
D342169	BRYAN J MEERS	2535.48	D342170	JAKE T MELIA	1454.45
D342171	JEREMY N MORSE	4947.49	D342172	MITCHEL S MOSSER	2405.49
D342173	JASON M MURO	3127.37	D342174	AARON S NELSON	2668.41
D342175	ADAM C NIKOLIC	3160.30	D342176	JASON S PERKINS	3305.17
D342177	PHILLIP H PHAM	2702.29	D342178	COREY T POLOPEK	8947.79
D342179	THOMAS S REED	2278.64	D342180	CHRISTIN E ROGERS	2811.67
D342181	AARON T SHIPLEY	2007.64	D342182	BRIAN T STROUD	4794.41
D342183	EDGAR VALENCIA	3214.03	D342184	ROYCE C WIMMER	3503.76
D342185	ADAM D ZMIJA	3798.54	D342186	MARCOS R ALAMILLO	2559.71

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D342187	BOBBY B ANDERSON	2731.11	D342188	JOHN F BANKSON	2927.01
D342189	JOSHUA K BEHZAD	6953.95	D342190	EVAN S BERESFORD	2911.46
D342191	JEFFREY A BROWN	4393.46	D342192	JOHN CASACCIA II	5589.57
D342193	JUAN C CENTENO	9878.42	D342194	DAVID Y H CHANG	9.83
D342195	JEROME L CHEATHAM	19318.14	D342196	HAN J CHO	3479.47
D342197	BRIAN M CLASBY JR	2931.56	D342198	JULIO C CORTEZ	2383.13
D342199	JUAN L DELGADO JR	3329.59	D342200	KEVIN DINH	2807.21
D342201	JOSHUA N ESCOBEDO	2664.30	D342202	MICHELLE N ESTRADA-MONSA	3043.44
D342203	GEORGE R FIGUEROA	2255.67	D342204	MICHAEL E GERDIN	2552.61
D342205	BRIAN C GIRGENTI	3523.26	D342206	SEAN M GLEASON	3009.83
D342207	BRIAN G HATFIELD	2583.29	D342208	EFRAIN A JIMENEZ JR	2151.90
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D342211	RAFAEL M LEE	441.11	D342212	ERICK LEYVA	3507.03
D342213	DEREK M LINK	2873.96	D342214	RAFAEL LOERA JR	2506.69
D342215	CHARLES H LOFFLER	3142.49	D342216	BRADLEY A LOWEN	2337.61
D342217	ROBERTO MACHUCA	2080.17	D342218	TAYLOR A MACY	2850.44
D342219	GIANLUCA F MANIACI	2289.62	D342220	MARIO MARTINEZ JR	4738.56
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D342225	STEVEN TRUJILLO ORTIZ	2221.91	D342226	OMAR F PEREZ	1701.33
D342227	JOHN E RANEY	3175.33	D342228	DANIEL RODRIGUEZ	2349.70
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D342231	ROBERT M STEPHENSON III	3670.12	D342232	JOHN J YERGLER	2320.11
D342233	PAUL W ASHBY	17829.99	D342234	RYAN V BUSTILLOS	4484.91
D342235	THOMAS A CAPPS	4445.14	D342236	MICHAEL K ELHAMI	4356.72
D342237	AUSTIN C LAVERTY	3921.72	D342238	DANNY J MIHALIK	4527.35
D342239	RON A REYES	6365.57	D342240	ROCKY F RUBALCABA	3080.04
D342241	LINO G SANTANA	6751.07	D342242	CHRISTOPHER M EARLE	2638.79
D342243	BENJAMIN M ELIZONDO	2581.88	D342244	OTTO J ESCALANTE	3997.85
D342245	PETER M KUNKEL	3353.15	D342246	NICHOLAS A LAZENBY	2680.19
D342247	LUIS F RAMIREZ	3216.49	D342248	RYAN R RICHMOND	2706.18
D342249	GAREY D STAAL	2953.37	D342250	AARON J COOPMAN	11143.00
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D342253	RYAN M LUX	2418.28	D342254	RAUL MURILLO JR	3001.72
D342255	JOSHUA T OLIVO	3302.52	D342256	COURTNEY P ALLISON	2831.90
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D342259	ADAM B COUGHRAN	213.97	D342260	CHRISTOPHER C DOVEAS	445.94
D342261	DANIEL S EDWARDS	1023.05	D342262	JOHN O OJEISEKHORA	106.99
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D342265	CARL J WHITNEY	3465.34	D342266	FRANCISCO AVALOS JR	470.41
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D342269	EUN WHA LEE	268.19	D342270	JULIAN TAPIA	326.85
D342271	KENTON TRAN	368.81	D342272	CALEB I VAUGHN	334.03
D342273	GIOVANNI ACOSTA	1884.37	D342274	KAREN D BRAME	1272.18
D342275	KENNETH L CHISM	1879.88	D342276	PAUL E DANIELSON	1235.54
D342277	ISAAC DAVILA	1762.78	D342278	RUSSELL B DRISCOLL	318.75
D342279	BROC D DUDLEY	1722.84	D342280	JESUS FAJARDO	1748.36
D342281	KORY C FERRIN	3453.46	D342282	JAMES D FISCHER	766.30

**** PAGE TOTAL = 311352.81

D342283	VICTORIA M FOSTER	1576.35	D342284	ROBERT D FRESENIUS	1666.45
D342285	TRAVIS J HADDEN	1722.84	D342286	KENNETH E MERRILL	298.69
D342287	DOUGLAS A PLUARD	3272.00	D342288	CHARLES W STARNES	3993.27
D342289	TUONG-VAN NGUYEN VU	1897.71	D342290	JASON B YETTAW	1884.37
D342291	COLE A YNIGUEZ	1722.84	D342292	WILLIAM ALLISON	4139.14
D342293	FLOR DE LIS ELIZONDO	1246.19	D342294	JOHN A FLAWS	2136.87
D342295	JASON S FULTON	2104.07	D342296	ROBERT J KIVLER	1871.23
D342297	EDUARDO C LEIVA	4983.05	D342298	RAQUEL D MATA	738.72
D342299	REBECCA S MEEKS	3338.26	D342300	JONATHAN B WAINWRIGHT	3112.21
D342301	DAVID C YOUNG	3936.02	D342302	MARIA A ALCARAZ	2245.39
D342303	MARIA S ATWOOD	1710.54	D342304	CARISSA L BRUNICK	1710.92
D342305	TAMMY L CHAURAN-HAIGROV	1760.16	D342306	VERONICA FRUTOS	1523.98
D342307	DAVID L GEORGE	1984.65	D342308	PINKY C HINGCO	2899.18
D342309	SHELBY KEULIAN	1633.73	D342310	CHAD B KIM	1681.99
D342311	MICHELLE L KRESS	1683.15	D342312	ALLYSON T LE	1652.96
D342313	ANGELA LEDESMA	1957.08	D342314	MARIA C MCFARLANE	2171.03
D342315	TRINA T NGUYEN	1690.83	D342316	DEBRA J NICHOLS	2310.12
D342317	JENNIFER V ROMBOUGH	2370.91	D342318	KIMBRA S VELLANOWETH	2236.38
D342319	SHANNON M YELENSKY	1933.88	D342320	JENNIFER A DIX	3267.27
D342321	KATHERINE M FRANCISCO	2289.97	D342322	AMANDA B GARNER	2092.15
D342323	ARCHIE GUZMAN	3546.10	D342324	ROBERT D LUX	2232.87
D342325	MELISSA MENDOZA-CAMPOS	2298.26	D342326	MICHAEL A MOSER	2531.61
D342327	BRANDY J PARK	2704.76	D342328	CRISTINA V PAYAN	3160.98
D342329	JENNIFER M RODRIGUEZ	2156.75	D342330	TANYA L SAMOFF	3025.32
D342331	SUSAN A I SEYMOUR	2277.74	D342332	NICOLE D SHORROW	1979.71
D342333	DANNY J SOSEBEE	1895.55	D342334	MARSHA D SPELLMAN	2870.84
D342335	SPENCER T TRAN	2273.97	D342336	SANTA WARDLE	1657.29
D342337	CHERYL L WHITNEY	2855.35	D342338	CLAUDIA ALARCON	2771.84
D342339	RICHARD A ALVAREZ-BROWN	2712.89	D342340	RAY E BEX	3742.24
D342341	DANIEL A CAMARA	2816.33	D342342	SCOTT A COLEMAN	2857.36
D342343	BRIAN D DALTON	1852.33	D342344	RICHARD E DESBIENS	1951.50
D342345	JAMES D FRANKS	2802.48	D342346	PETE GARCIA	2155.83
D342347	STEVEN H HEINE	1699.83	D342348	JOSE D HERRERA	3156.72
D342349	WILLIAM T HOLLOWAY	3258.59	D342350	THI A HUYNH	2704.56
D342351	GERALD F JORDAN	4550.66	D342352	JOSEPH L KOLANO	2442.67
D342353	LEA K KOVACS	2734.04	D342354	DAVID LOPEZ	2288.25
D342355	STEVEN W LUKAS	1488.94	D342356	MATTHEW P MARCHAND	2550.85
D342357	LUIS A PAYAN	3546.37	D342358	SINDY RAMIREZ OROZCO	2626.61
D342359	TERRA M RAMIREZ	2518.04	D342360	CHRISTOPHER M SHELGREEN	2308.63
D342361	PAUL M TESSIER	3061.73	D342362	DENNIS WARDLE	2816.34
D342363	RONALD A DOSCHER	95.38	D342364	ERIC A QUINTERO	3851.75
D342365	MARY C CERDA	1559.42	D342366	BRANDI M HART	296.92
D342367	LIANE Y KWAN	2888.31	D342368	JANY H LEE	3499.60
D342369	SHERILL A MEAD	2153.69	D342370	JESSICA MEDINA	1874.54
D342371	STEPHANIE E RICHARDS	1709.89	D342372	CAITLYN M STEPHENSON	1815.81
D342373	LAURA J STOVER	5029.59	D342374	ANNA L GOLD	1721.24
D342375	KATRENA J SCHULZE	546.92	D342376	MATTHEW T SWANSON	1359.64
D342377	ANTHONY VALENZUELA	1476.12	D342378	CANDY G WILDER	1879.52

**** PAGE TOTAL = 225087.62

D342379	STEVEN F ANDREWS	2024.28	D342380	TERENCE S CHANG	2189.81
D342381	VERNA L ESPINOZA	1847.85	D342382	CESAR GALLO	2385.76
D342383	ERNIE E HINGCO	1575.62	D342384	GEOFFREY A KLOESS	2835.89
D342385	RACHOT MORAGRAAN	3455.21	D342386	NOEL J PROFFITT	3022.05
D342387	ANAND V RAO	3925.85	D342388	JOSEPH M SCHWARTZ	2436.03
D342389	ROD T VICTORIA	2034.75	D342390	TERREL KEITH WINSTON	3382.86
D342391	POLICE ASSN	14069.11	D342392	GG FIRE FIGHTERS 2005	20053.94
D342393	SO CAL CU	70223.33	D342394	SOUTHLAND CU	4491.94
W2542	GREAT WEST LIFE 457 #340	49623.03	W2543	GREAT WEST LIFE OBRA#340	1344.35
W2544	INTERNAL REVENUE SERVICE	323561.69	W2545	EMPLOYMENT DEVELOPMENT D	105863.58

*** PAGE TOTAL = 620346.93

TOTAL CHECK PAYMENTS	25	26,757.30
TOTAL DIRECT DEPOSITS	663	1,735,852.76
TOTAL WIRE PAYMENTS	4	480,392.65
GRAND TOTAL PAYMENTS	2,243,002.71

Checks #182970 thru #182994, and Direct Deposits #D341732 thru #D342394, and wire #W2542 thru #W2545 presented in the Payroll Register submitted to the Garden Grove City Council 22 JAN 2019, Have been audited for accuracy and funds are available for payment thereof.

Sandra Leguano
FINANCE DIRECTOR

WARRANT NUMBER	NAME	AMOUNT	STATUS	DATE	TIME	LOCATION	REMARKS
182995	JESSE K MONTGOMERY	0.00	(VOID)				
182997	JESSE K MONTGOMERY	2817.69					
182999	KARLYN L AGATEP	90.96					
183001	RACHEL L JORDAN	507.78					
183003	DIANE BELAIR	1734.72					
183005	ALICIA R GARCIA	332.71					
183007	DANIEL C MOSS	1395.35					
183009	DEANNA M CHUMACERO	577.08					
183011	SHADY S PUAIOA	209.33					
183013	SPENCER S CLIFT	71.56					
183015	RANDY L TUCKER	5938.06					
183017	O.C.E.A.	1171.25					
183019	GARDEN GROVE POLICE ASSO	1450.00					
183021	GEORGE S BRIETIGAM III	312.05					
183023	STEVEN R JONES	176.03					
183025	DIEDRE THU HA NGUYEN	278.71					
183027	JOHN R O'NEILL	297.62					
183029	JEFFREY P DAVIS	1981.90					
183031	NOELLE N KIM	1737.63					
183033	MARIE L MORAN	2398.07					
183035	ANA E PULIDO	3357.30					
183037	MARIA A STIPE	6123.03					
183039	MEENA YOO	2011.10					
183041	TERESA L POMEROY	2988.04					
183043	SHAUNA J CARRENO	2024.84					
183045	DANNY HUYNH	3448.04					
183047	IVY LE	1778.56					
183049	LINDA MIDDENDORF	2188.88					
183051	PHUONG VIEN T NGUYEN	2231.23					
183053	TINA T NGUYEN	2078.92					
183055	MARIA RAMOS	2141.45					
183057	CUONG K TRAN	1960.20					
183059	THANH-NGUYEN VO	1461.86					
183061	KAREN M HARRIS	2590.86					
183063	JANET J CHUNG	2467.92					
183065	MARGARITA A ABOLA	1806.02					
183067	MARISA ATIN RAMOS	972.83					
183069	RHONDA C KAWELL	2504.97					
183071	SHAWNA A MCDONOUGH	1487.47					
183073	LIGIA ANDREI	1504.46					
183075	KAREN J BROWN	624.63					
183077	JEFF N KURAMOTO	2486.96					
183079	EDWARD E MARVIN JR	1679.91					
183081	JENNIFER L PETERSON	3231.39					
183083	EVA RAMIREZ	1690.59					
183085	GARY F HERNANDEZ	1584.31					
183087	DANIEL J SANCHEZ	1531.98					
183089	ALANA R CHENG	2282.15					
182996	CARL J WHITNEY						805.74
182998	JENNIFER M RODRIGUEZ						1322.07
183000	JONATHAN B WAINWRIGHT						1796.75
183002	JUDITH A MOORE						1946.12
183004	PRIIT J KASKLA						355.43
183006	MICHAEL F ROCHA						1936.26
183008	FRANK X DE LA ROSA						4386.31
183010	STEVEN E GOMEZ						297.29
183012	MARIA D ROSALES						172.96
183014	WILLIAM ALLISON						4270.30
183016	O.C.E.A. GENERAL						2299.18
183018	COMMUNITY HEALTH CHARITI						45.00
183019	COMMUNITY HEALTH CHARITI		(VOID)				-90.96
183021	PHAT T BUI						28.32
183023	STEPHANIE L KLOPFENSTEIN						117.67
183025	KIM B NGUYEN						279.85
183027	VERONICA AVILA						1842.41
183029	PAMELA M HADDAD						1672.38
183031	MISSY M MENDOZA						559.64
183033	SHAWN S PARK						2013.32
183035	SCOTT C STILES						5643.59
183037	KRISTY H THAI						2168.07
183039	MARITZA PIZARRO						1783.19
183041	LIZABETH C VASQUEZ						1813.47
183043	VY D HO						1236.71
183045	VILMA C KLOESS						1935.22
183047	TAMMY LE						1270.30
183049	MARIA A NAVARRO						2211.44
183051	QUANG NGUYEN						2353.50
183053	THYANA T PHI						2290.38
183055	TANYA L TO						1381.26
183057	ELAINE TRUONG						1495.20
183059	SYLVIA GARCIA						2069.14
183061	CHRISTI C MENDOZA						602.92
183063	ANN C EIFERT						2652.41
183065	MARY ANN M ALCANCIA						2293.67
183067	ELLIS EUN ROK CHANG						2744.05
183069	ROBERT W MAY						1379.83
183071	HEIDY Y MUNOZ						2829.12
183073	ARIANA B BAUTISTA						1527.73
183075	CORINNE L HOFFMAN						2245.33
183077	CHELSEA E LUKAS						1550.91
183079	ANGELA M MENDEZ						1693.51
183081	ANH PHAM						1613.93
183083	JAIME F CHAVEZ						1402.99
183085	NEAL M MANALANSAN						1527.41
183087	SANDRA E SEGAWA						3291.96
183089	LISA L KIM						3941.41

**** PAGE TOTAL = 170723.09

D342463	JAYME K AHLO	2403.49	D342464	JULIE A ASHLEIGH	2239.59
D342465	MICHAEL G AUSTIN	2428.06	D342466	RITA M CRAMER	2298.58
D342467	CHRISTOPHER J CRANDALL	2401.78	D342468	DAVID A DENT	3801.17
D342469	TODD C HARTWIG	2394.39	D342470	RALPH V HERNANDEZ	2173.51
D342471	AARON J HODSON	2397.40	D342472	DONALD E LUCAS	2686.67
D342473	SVETLANA MOURE	2026.01	D342474	PHU T NGUYEN	3354.43
D342475	LORENA J QUILLA-SOULES	2383.26	D342476	PEDRO ROQUE	2350.06
D342477	CHRISTOPHER CHUNG	2545.08	D342478	PAUL GUERRERO	2488.72
D342479	HUONG Q LY	1733.14	D342480	LEE W MARINO	3615.77
D342481	MARIA L MEDRANO	1994.45	D342482	MARIA C PARRA	2749.98
D342483	GREG BLODGETT	2781.63	D342484	MONICA COVARRUBIAS	2728.59
D342485	GRACE E LEE	2202.10	D342486	AMEENAH ABU-HAMDIYYAH	1656.91
D342487	ROY N ROBBINS	2716.59	D342488	TIMOTHY E THRONE	1700.04
D342489	ALLISON D WILSON	1944.66	D342490	MICHAEL C BOS	3393.50
D342491	DANIEL J CANDELARIA	4189.12	D342492	VINCENT L DE LA ROSA	1624.05
D342493	KAMYAR DIBAJ	1031.68	D342494	ALICIA M HOFER	1900.80
D342495	NICOLAS C HSIEH	2633.35	D342496	ROSEMARIE JACOT	3481.01
D342497	SHAN L LEWIS	2040.28	D342498	NAVIN B MARU	2663.69
D342499	JUAN C NAVARRO	2246.12	D342500	MICHAEL F SANTOS	2372.14
D342501	MARK P UPHUS	3396.58	D342502	JOSE A VASQUEZ	3577.88
D342503	ANA G VERGARA NEAL	2218.32	D342504	DAI C VU	2134.45
D342505	KHANG L VU	2934.96	D342506	JOSHUA J ARIONUS	2979.11
D342507	JAN BERGER	1945.77	D342508	ROBERT P BERMUDEZ	3557.18
D342509	TIM P CANNON	2826.26	D342510	MYUNG J CHUN	1281.85
D342511	CARINA M DAN	1766.07	D342512	RYAN H DAVIS	2321.33
D342513	RONALD W DIEMERT	1887.57	D342514	CHRIS N ESCOBAR	1036.36
D342515	ALEJANDRO GONZALEZ	4934.98	D342516	MICHAEL J GRAY	2750.13
D342517	LARRY GRIFFIN	1465.82	D342518	ROBERT A HAENDIGES	2771.40
D342519	RYAN S HART	1589.77	D342520	EDWARD A HUY	3513.06
D342521	VIDAL JIMENEZ	3253.70	D342522	SAMUEL K KIM	1530.16
D342523	REBECCA PIK KWAN LI	3345.56	D342524	DAVID MA'AE	630.84
D342525	TYLER MEISLAHN	1828.58	D342526	JUSTIN M MORRIS	2568.69
D342527	STEVEN J MOYA JR	1997.95	D342528	BASIL G MURAD	2292.01
D342529	KIRK L NATLAND	755.74	D342530	DUC TRUNG NGUYEN	1582.47
D342531	CORNELIU NICOLAE	2465.86	D342532	ANDREW I ORNELAS	2535.01
D342533	DAVID A ORTEGA	1903.68	D342534	CELESTINO J PASILLAS	2530.91
D342535	WILLIAM F PEARSON	2791.20	D342536	LES A RUITENSCHILD	983.27
D342537	JONATHAN RUIZ	2286.27	D342538	ALEXIS SANTOS	1716.21
D342539	ADRIAN M SARMIENTO	3041.71	D342540	ALBERT TALAMANTES JR	1166.92
D342541	MINH K TRAN	2590.43	D342542	ALEJANDRO VALENZUELA JR	878.67
D342543	ALEJANDRO N VALENZUELA	3533.57	D342544	KATHLEEN N VICTORIA	1828.60
D342545	RONALD J WOLLAND	1173.55	D342546	VICTOR K YERGENSEN	2488.83
D342547	ALICE K FREGOSO	1800.63	D342548	RAQUEL K MANSON	1649.81
D342549	WILLIAM E MURRAY JR	7242.32	D342550	EMILY H TRIMBLE	1832.93
D342551	ALFRED J AGUIRRE	2874.65	D342552	RODOLPHO M BECERRA	1335.46
D342553	RAYMOND A BUCHLER	1148.32	D342554	EDGAR A CANO	2137.94
D342555	ALBERT J CARRISOZA	1602.91	D342556	GABRIELA R CONTRERAS	521.69
D342557	JULIE T COTTON	1556.22	D342558	DANIEL A DEL ROSARIO	

*** PAGE TOTAL = 224104.21

D342559	WILLIAM J ENGELS	669.25	D342560	ERIC M ESPINOZA	1560.03
D342561	ALBERT R EURS II	2240.96	D342562	ROBERT J FRANCO	685.16
D342563	MAURICIO S GARCIA	2311.75	D342564	GILBERTO GAYTAN PINEDA	468.85
D342565	HERMILO HERNANDEZ	1846.55	D342566	DARNELL D JERRY	708.34
D342567	BRENT KAYLOR	2075.43	D342568	MARK W LADNEY	2283.70
D342569	RAUL LEYVA	1579.51	D342570	ANTONIO R MARTIN	2527.40
D342571	DIEGO A MEJIA	1657.62	D342572	RIGOBERTO MENDEZ	2010.64
D342573	STEVEN T ORTIZ	2162.23	D342574	RICHARD L PINKSTON	2196.54
D342575	BRADLEY J POINDEXTER	693.70	D342576	JOSE J ROMAN	444.01
D342577	ALEXIS P TARIN	1825.81	D342578	STEVE J TAVANU'U	1725.97
D342579	SUSAN VITALI	1072.02	D342580	STEPHANIE A WASINGER	762.14
D342581	IOAN ANDREI	864.41	D342582	SVLVESTER A BABINSKI IV	1514.03
D342583	JEFFREY G CANTRELL	1920.61	D342584	JAMES CUNNINGHAM	2045.66
D342585	JULIA ESPINOZA	1163.27	D342586	CECELIA A FERNANDEZ	1132.88
D342587	CONRAD A FERNANDEZ	947.35	D342588	DIANA GOMEZ	824.70
D342589	JORGE GONZALEZ	1090.15	D342590	MICHAEL R GREENE	1963.02
D342591	RONALD D GUSMAN	877.81	D342592	GLORIA A HARO	1155.00
D342593	ERIC W JOHNSON	1049.01	D342594	URIEL MACIAS	846.81
D342595	KHUONG NGUYEN	1204.34	D342596	DELFRADO C REYES	1145.13
D342597	RAFAEL ROBLES	1176.52	D342598	ADRIANNA M RODRIGUEZ	700.29
D342599	RODERICK THURMAN	1576.93	D342600	EVARISTO VERA	1457.55
D342601	RICHARD L WILLIAMS	1703.88	D342602	ANSELMO AGUIRRE	1809.78
D342603	CHRISTOPHER L ALLEN	1786.50	D342604	PHILLIP J CARTER	2429.91
D342605	RICK L DUVAIL	1874.91	D342606	CASEY G GIROUARD	433.89
D342607	AARON R HANSEN	2234.28	D342608	HUY HOA HUYNH	2019.30
D342609	BRYAN D KWIATKOWSKI	1377.46	D342610	CHRISTOPHER B PRUDHOMME	1233.84
D342611	ROLANDO QUIROZ	1547.19	D342612	TODD R REED	1581.23
D342613	ESTEBAN H RODRIGUEZ	1447.68	D342614	ROBERTO RODRIGUEZ	517.43
D342615	LUIS A TAPIA	2024.21	D342616	MICHAEL W THOMPSON	2255.15
D342617	WILLIAM J WHITE	1970.18	D342618	JESSE GUZMAN	2115.85
D342619	MARK M KHALIL	1722.77	D342620	BRETT A MEISLAHN	1991.96
D342621	DOUGLAS A MOORE	1887.25	D342622	AUSTIN H POWELL	1742.47
D342623	MELVIN P REED	1421.10	D342624	STEPHEN D SUDDUTH	1548.98
D342625	TIMOTHY WALLINGFORD	2236.19	D342626	HILLARD J WILLIAMS	646.61
D342627	SOUHELIA K GOUNTOUNA	1699.02	D342628	ALBERT J HOLMON III	3190.36
D342629	VICTOR T BLAS	3476.93	D342630	ERVIN DUBRUL	1722.40
D342631	JEREMY J GLENN	1314.33	D342632	JOSE GOMEZ	1880.79
D342633	BRENT W HAYES	2874.16	D342634	FRANK D HOWENSTEIN	2367.99
D342635	ALLEN G KIRZHNER	2327.83	D342636	BRANDON S NUNES	1142.66
D342637	STEPHEN PORRAS	2631.33	D342638	JESSE VIRAMONTES	2164.99
D342639	JOHN ZAVALA	2694.64	D342640	STEPHANIE AMBRIZ	430.30
D342641	JOSELYN D AVALOS	487.09	D342642	JOSUE BARREIRO MENDOZA	1266.58
D342643	ALEXIS R BAUTISTA-MOYANO	77.12	D342644	IMMANUEL M CALDONA	266.54
D342645	RACHEL M CAMARENA	1864.13	D342646	RENE CAMARENA	1578.62
D342647	VICTORIA M CASILLAS	1716.36	D342648	RACHAEL M CHOATE	117.64
D342649	AMANDA D CROSS	1113.74	D342650	GISELL L CRUZ	303.05
D342651	KENNETH E CUMMINGS	777.68	D342652	GABRIELA DIAZ	247.66
D342653	GRISSELL V EVERASTICO	101.98	D342654	MARK C FREEMAN	2727.82

*** PAGE TOTAL = 144286.92

D342655	JARED D GARCIA	301.63	D342656	VANESSA L GARCIA	163.07
D342657	JACOB R GRANT	1768.84	D342658	KIMBERLY K HOLER	367.23
D342659	CAROLINA HONSTAIN	115.28	D342660	MARITZA JIMENEZ	132.20
D342661	ISABELLA H KUBES	66.10	D342662	KALYSTA N LOPEZ	225.85
D342663	STEPHANIA LUNA	402.93	D342664	ELAINE M MA'AE	2262.04
D342665	JOHANNA L MALDONADO	55.08	D342666	JESUS MEDINA	1494.49
D342667	JUAN MEDINA	1966.84	D342668	JOHN A MONTANCHEZ	4172.34
D342669	BRIANNA M MOORE	910.22	D342670	KIRSTEN K NAKAISHI	104.48
D342671	GINA D NECCO	271.17	D342672	JACOB J NEELY	392.51
D342673	NOEL N NICHOLAS	1034.74	D342674	JENNIFER GODDARD NYE	2376.70
D342675	GABRIELA O'CADIZ-HERNAND	2671.67	D342676	NANCY A OCAMPO	33.05
D342677	LORI OCHOA	1863.07	D342678	STEPHANIE ORTIZ	88.14
D342679	CHRISTIAN PANGAN	434.29	D342680	JANET E PELAYO	2969.77
D342681	JESUS PEREZ	407.69	D342682	ALEXA PRADO	88.14
D342683	SUGEIRY REYNOSO	2357.91	D342684	CATIA J RIVERA	93.65
D342685	MARINA Y ROMERO	1787.98	D342686	MONICA K ROMO	47.38
D342687	TANYA ROSAS	260.04	D342688	DIANA SALDIVAR	306.58
D342689	RICARDO SALDIVAR	415.09	D342690	YARELI SANCHEZ GUIJOSA	77.12
D342691	DANA MARIE SAUCEDO	2351.31	D342692	EMERON J SCHLUMBERGER	908.82
D342693	AUSTIN M ST MARSEILLE	148.22	D342694	RYAN J STEVENS	66.10
D342695	MIRANDA M TORRES	121.19	D342696	KENNETH P TRAVIS III	253.39
D342697	CLAUDIA VALDIVIA	2695.31	D342698	JEFFREY VAN SICKLE	2065.06
D342699	DAISY O VENCES	471.66	D342700	JOSHUA VENCES	187.81
D342701	PAUL E VICTORIA	1288.26	D342702	JACOB D VIRAMONTES	232.35
D342703	TIFFANY D VU	148.73	D342704	DAVID M WILMES	192.18
D342705	AMANDA M POLLOCK	1658.97	D342706	TREVOR G SMOUSE	1934.26
D342707	ANTHONY R ACOSTA	2968.90	D342708	JOHN D BARANGER III	4661.67
D342709	LUCAS B BAUER	2664.17	D342710	BRADLEY D BELL	4280.83
D342711	JERRY R BRENNEMAN	7982.41	D342712	JOSE J CAMBEROS	2907.90
D342713	YVES G CLERMONT	2615.96	D342714	JOE W CRAWFORD	7993.16
D342715	TIMOTHY A CRAWFORD	4303.44	D342716	JUSTIN D DOYLE	3004.01
D342717	MICHAEL G ECKHARDT JR	3289.67	D342718	STEVE P FELLNER	6257.72
D342719	DREW R GARCIA	3156.62	D342720	JEFF W HANNA	7467.71
D342721	MATTHEW R HENSHAW	5178.29	D342722	MICHAEL L JACOBS	3275.58
D342723	WILLIAM R JAEGER	2724.28	D342724	JORDAN R JEMTOLA	3511.51
D342725	MATTHEW C KLEIBACKER	3692.89	D342726	SCOTT A KUHLMAN	6039.69
D342727	NICHOLAS A LERARIO	3720.33	D342728	COREY L LINDSAY	1710.43
D342729	NORMAN M LOVELY	3859.91	D342730	JOHN M MARQUEZ JR	971.99
D342731	CHEYNE C MAULE	7673.44	D342732	TERRY A MCGOVERN JR	5299.12
D342733	SHANE D MELLE	230.50	D342734	TRAVIS M MELLE	3066.54
D342735	MARK A MICKELSEN	4205.50	D342736	SON L NGUYEN	4327.19
D342737	THANH Q NGUYEN	4887.39	D342738	FREDERICK N NIBLO	2231.95
D342739	BRENT C PARDOEN	3643.01	D342740	MICHAEL KURT RIETH	3088.82
D342741	WADE E RUHMAN	3592.40	D342742	DENNIS L RUZICKA	3282.86
D342743	DAVID C SANCHEZ	2111.87	D342744	NICK R SCHAEFER	3107.10
D342745	SCOTT A SCHERER	5368.24	D342746	MORRIS B SPELL	7204.96
D342747	WILLIAM S STROHM	4736.88	D342748	JUSTIN D TRAVER	2712.24
D342749	CHRISTOPHER B TRENHOLM	7817.77	D342750	JUSTIN TRUHILL	6984.60

**** PAGE TOTAL = 231020.38

D342751	MARIO G VALDERRAMA	4045.49	D342752	DAVID S WALDSCHMIDT	3023.07
D342753	MARK S WEISS	3476.35	D342754	JOSEPH A WINGERT JR	7375.70
D342755	JASON R BLOMGREN	3101.55	D342756	MYLES A BURROUGHS	977.10
D342757	DAVID M CARLSON	3907.00	D342758	PARKER W CARY	3177.89
D342759	JOSHUA A FELDMAN	4704.74	D342760	TIMOTHY D FISHER	3255.83
D342761	GARRET M FURUTA	2164.23	D342762	CHRISTOPHER P HAWKINS	2430.35
D342763	SHANE S HOWEY	1819.31	D342764	PETER M HUBER	3475.31
D342765	JAYCEN R JUSTUS	3542.27	D342766	ANTHONY L KNAACK	9779.12
D342767	JOSHUA D LEE	2816.49	D342768	DANIEL J MOORE	3797.24
D342769	GRANT A NOBLE	2694.13	D342770	ERIC S NORRDIN	3953.83
D342771	ANTHONY J PAGE	2026.73	D342772	ERIC M PALOMO	2179.42
D342773	ANDREW J ROACH	3679.95	D342774	RICHARD RONSTADT	8105.16
D342775	TIMOTHY N STOWE	1955.52	D342776	ERIC THORSON	3234.75
D342777	RYAN D VAN WIE	2586.18	D342778	JONATHAN C WHITE	2676.33
D342779	GREGORY D WILLIAMS	3079.68	D342780	JEREMIE E YORKE	3246.15
D342781	BRYSON T DAHLHEIMER	1931.50	D342782	LISA S GUARDI	269.60
D342783	DYLAN A NELSON	143.13	D342784	DON T NGUYEN	1703.53
D342785	PAUL J WHITTAKER	8916.23	D342786	JAMES L GABBARD	4195.12
D342787	TODD D ELGIN	10701.83	D342788	CAROLE A KANEGAE	2241.01
D342789	VINCENTE J VAICARO	7197.83	D342790	KRISTEN A BACKOURIS	1592.61
D342791	SHARON S BAEK	1679.21	D342792	GENA M BOWEN	1534.90
D342793	RICHARD O BURILLO	5102.03	D342794	THOMAS R DARE	6306.66
D342795	AMIR A EL-FARRA	4195.77	D342796	HELENA ELISOUSOU	2064.61
D342797	PATRICK E GILDEA	4583.24	D342798	AI KELLY HUYNH	1717.59
D342799	KEIRA LONG	1707.33	D342800	JOHN E REYNOLDS	5219.26
D342801	REYNA ROSALES	1628.50	D342802	MICHAEL J VISCOMI	5528.91
D342803	PEDRO R ARELLANO	4398.22	D342804	TIMOTHY R ASHBAUGH	2529.93
D342805	ALFREDO R AVALOS	3364.24	D342806	RENE BARRAZA	3014.20
D342807	BEAU A BERENGER	2881.52	D342808	RYAN S BERLETH	1895.98
D342809	SUMMER A BOGUE	2164.70	D342810	JESENIA CAMPOS	1755.40
D342811	RENZO CHUMBE	2317.20	D342812	GARY L COULTER	2357.63
D342813	CHARLIE DANIELEY III	4468.56	D342814	NICHOLAS A DE ALMEIDA LO	3900.10
D342815	STEPHEN C ESTLOW	883.96	D342816	HECTOR FERREIRA JR	4538.23
D342817	KARI A FLOOD	2188.54	D342818	ROBERT J GIFFORD	2715.73
D342819	VICTORIA A GILL	14674.41	D342820	JOSEPH P GROSS JR	1365.48
D342821	TROY HALLER	7155.14	D342822	JASON A HOWARD	3952.54
D342823	KIRK P HURLEY	3456.29	D342824	MICHAEL J JENSEN	4496.21
D342825	NICKOLAS K JENSEN	2359.77	D342826	PATRICK R JULIENNE	2531.47
D342827	KRISTOFER D KELLEY	2424.26	D342828	EDWARD K KIM	16924.18
D342829	TIMOTHY P KOVACS	6771.19	D342830	MARK A LORD	2969.24
D342831	SHAYLEN L MAO	2058.06	D342832	JORGE L MAZON	2625.03
D342833	BRAYAN J MEERS	2545.79	D342834	JAKE T MELIA	1457.45
D342835	JEREMY N MORSE	3624.70	D342836	MITCHEL S MOSSER	2800.65
D342837	JASON M MURO	2484.69	D342838	AARON S NELSON	4140.78
D342839	ADAM C NIKOLIC	3083.02	D342840	JASON S PERKINS	6182.19
D342841	PHILLIP H PHAM	4531.39	D342842	COREY T POLOPEK	2522.80
D342843	THOMAS S REED	6881.57	D342844	CHRISTIN E ROGERS	2559.77
D342845	AARON T SHIPLEY	6646.15	D342846	BRIAN T STROUD	2705.41

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D342847	EDGAR VALENCIA	13377.97	D342848	ROYCE C WIMMER	2663.15
D342849	ADAM D ZMIJA	3381.11	D342850	MARCOS R ALAMILLO	3206.99
D342851	BOBBY B ANDERSON	3413.35	D342852	JOHN F BANKSON	5890.53
D342853	JOSHUA K BEHZAD	4821.94	D342854	EVAN S BERESFORD	18207.73
D342855	JEFFREY A BROWN	21886.92	D342856	JOHN CASACCIA II	3992.87
D342857	JUAN C CENTENO	2917.84	D342858	DAVID Y H CHANG	9.83
D342859	JEROME L CHEATHAM	2789.75	D342860	HAN J CHO	3635.36
D342861	BRIAN M CLASBY JR	6544.15	D342862	JULIO C CORTEZ	4379.40
D342863	JUAN L DELGADO JR	17740.63	D342864	KEVIN DINH	2810.59
D342865	JOSHUA N ESCOBEDO	4577.32	D342866	MICHELLE N ESTRADA-MONSA	5457.47
D342867	GEORGE R FIGUEREDO	3760.49	D342868	MICHAEL E GERDIN	4894.83
D342869	BRIAN C GIRGENTI	2691.05	D342870	SEAN M GLEASON	3954.72
D342871	BRIAN G HATFIELD	2026.75	D342872	EFRAIN A JIMENEZ JR	2156.25
D342873	CODY M JOHNSON	3264.43	D342874	ARION J KNIGHT	2809.70
D342875	RAFAEL M LEE	2922.46	D342876	ERICK LEYVA	3444.88
D342877	DEREK M LINK	2818.74	D342878	RAFAEL LOERA JR	2197.92
D342879	CHARLES H LOFFLER	3254.62	D342880	BRADLEY A LOWEN	2503.27
D342881	ROBERTO MACHUCA	3262.81	D342882	TAYLOR A MACY	12578.10
D342883	GIANLUCA F MANIACI	2381.82	D342884	MARIO MARTINEZ JR	7736.71
D342885	NATHAN D MORTON	12773.24	D342886	PATRICK W MURPHY	2152.05
D342887	PATRICK J MUSCHETTO	3959.01	D342888	JEFFREY C NGUYEN	2853.80
D342889	STEVEN TRUJILLO ORTIZ	4053.96	D342890	OMAR F PEREZ	3996.96
D342891	JOHN E RANEY	2912.56	D342892	DANIEL RODRIGUEZ	3539.81
D342893	ERIC T RUZIECKI	20550.43	D342894	SEAN M SALAZAR	16711.74
D342895	ROBERT M STEPHENSON III	3698.83	D342896	JOHN J YERGLER	2279.11
D342897	PAUL W ASHEY	2537.00	D342898	RYAN V BUSTILLOS	2965.71
D342899	THOMAS A CAPPS	5532.03	D342900	MICHAEL K ELHAMI	3615.33
D342901	AUSTIN C LAVERTY	3896.29	D342902	DANNY J MIHALIK	3606.39
D342903	RON A REYES	4963.38	D342904	ROCKY F RUBALCABA	2400.42
D342905	LINO G SANTANA	7846.55	D342906	CHRISTOPHER M EARLE	5143.40
D342907	BENJAMIN M ELIZONDO	6156.59	D342908	OTTO J ESCALANTE	8613.88
D342909	PETER M KUNKEL	3218.77	D342910	NICHOLAS A LAZENBY	20287.61
D342911	LUIS F RAMIREZ	3105.94	D342912	RYAN R RICHMOND	5043.06
D342913	GAREY D STAAL	3052.75	D342914	AARON J COOPMAN	3016.32
D342915	DONALD J HUTCHINS	2156.03	D342916	JASON L JOHNSON	2935.89
D342917	RYAN M LUX	3320.15	D342918	RAUL MURILLO JR	3448.13
D342919	JOSHUA T OLIVO	427.93	D342920	COURTNEY P ALLISON	3090.20
D342921	LISA A BELTHIUS	213.97	D342922	RANDY G CHUNG	16.80
D342923	ADAM B COUGHRAN	883.52	D342924	CHRISTOPHER C DOVEAS	416.12
D342925	DANIEL S EDWARDS	6432.45	D342926	JOSEPH D VARGAS	223.92
D342927	TRAVIS J WHITMAN	384.13	D342928	CARL J WHITNEY	4336.21
D342929	FRANCISCO AVALOS JR	384.13	D342930	TANNER C DE PADUA	363.57
D342931	JOSEPH A GARCIA	278.61	D342932	EUN WHA LEE	279.63
D342933	JULIAN TAPIA	485.49	D342934	KENTON TRAN	421.75
D342935	CALEB I VAUGHN	1888.08	D342936	TYLER D VU	423.93
D342937	GIOVANNI ACOSTA	2045.35	D342938	KAREN D BRAME	1222.18
D342939	KENNETH L CHISM	1771.01	D342940	PAUL E DANIELSON	1042.09
D342941	ISAAC DAVILA		D342942	RUSSELL B DRISCOLL	312.09

**** PAGE TOTAL = 418902.94

D342943	BROC D DUDLEY	1730.49	D342944	JESUS FAJARDO	1756.60
D342945	KORY C FERRIN	3471.20	D342946	JAMES D FISCHER	1244.64
D342947	VICTORIA M FOSTER	1763.83	D342948	ROBERT D FRESENIUS	1674.10
D342949	TRAVIS J HADDEN	1730.49	D342950	KENNETH E MERRILL	434.89
D342951	DOUGLAS A PLUARD	3308.62	D342952	CHARLES W STARNES	5601.65
D342953	TUONG-VAN NGUYEN VU	1680.50	D342954	JASON B YETTAW	1888.08
D342955	COLE A YNIGUEZ	1661.29	D342956	FLOR DE LIS ELIZONDO	1095.51
D342957	JOHN A FLAWS	2142.73	D342958	JASON S FULTON	2003.21
D342959	ROBERT J KIVLER	1394.50	D342960	EDUARDO C LEIVA	5089.87
D342961	RAQUEL D MATA	580.32	D342962	REBECCA S MEES	2574.85
D342963	JONATHAN B WAINWRIGHT	2667.23	D342964	DAVID C YOUNG	7053.99
D342965	MARIA A ALCARAZ	2256.07	D342966	MARIA S ATWOOD	2054.23
D342967	CARISSA L BRUNICK	1813.58	D342968	TAMMY L CHAURAN-HAIRGROV	1839.19
D342969	VERONICA FRUTOS	1550.31	D342970	DAVID L GEORGE	1911.17
D342971	PINKY C HINGCO	2617.14	D342972	SHELBY KEULLIAN	1552.76
D342973	CHAD B KIM	1432.28	D342974	MICHELLE L KRESS	1686.85
D342975	ALLYSON T LE	1748.24	D342976	ANGELA LEDESMA	1960.79
D342977	MARIA C MCFARLANE	2212.51	D342978	TRINA T NGUYEN	1977.32
D342979	DEBRA J NICHOLS	2719.53	D342980	CHRISTAL L RAY	833.87
D342981	JENNIFER V ROMBOUGH	1987.38	D342982	KIMBRA S VELLANOWETH	2096.01
D342983	SHANNON M YELENSKY	1657.37	D342984	JENNIFER A DIX	3149.84
D342985	KATHERINE M FRANCISCO	1959.39	D342986	AMANDA B GARNER	2095.21
D342987	ARCHIE GUZMAN	3654.35	D342988	ROBERT D LUX	2367.44
D342989	MELISSA MENDOZA-CAMPOS	1852.75	D342990	MICHAEL A MOSER	2409.95
D342991	BRANDY J PARK	3808.87	D342992	CRISTINA V PAVAN	3037.29
D342993	JENNIFER M RODRIGUEZ	2946.65	D342994	TANYA L SAMOFF	3695.71
D342995	SUSAN A I SEYMOUR	1347.39	D342996	NICOLE D SHORROW	1936.04
D342997	DANNY J SOSEBEE	2359.42	D342998	MARSHA D SPELLMAN	2882.38
D342999	SPENCER T TRAN	2239.23	D343000	SANTA WARDLE	4247.04
D343001	CHERYL L WHITNEY	4186.65	D343002	CLAUDIA ALARCON	2804.02
D343003	RICHARD A ALVAREZ-BROWN	2724.44	D343004	RAY E BEX	3179.68
D343005	DANIEL A CAMARA	2156.87	D343006	SCOTT A COLEMAN	5352.92
D343007	BRIAN D DALTON	1974.26	D343008	RICHARD E DESBIENS	1525.46
D343009	JAMES D FRANKS	3013.24	D343010	PETE GARCIA	2009.76
D343011	STEVEN H HEINE	1182.71	D343012	JOSE D HERRERA	3089.83
D343013	WILLIAM T HOLLOWAY	3214.77	D343014	THI A HUYNH	18063.98
D343015	GERALD F JORDAN	15978.53	D343016	JOSEPH L KOLANO	3640.85
D343017	LEA K KOVACS	3638.09	D343018	DAVID LOPEZ	9698.54
D343019	STEVEN W LUKAS	1497.85	D343020	MATTHEW P MARCHAND	5376.25
D343021	LUIS A PAVAN	22839.69	D343022	SINDY RAMIREZ OROZCO	4923.70
D343023	TERRA M RAMIREZ	6850.77	D343024	CHRISTOPHER M SHELREN	4433.28
D343025	PAUL M TESSIER	17358.51	D343026	DENNIS WARDLE	3495.48
D343027	RONALD A DOSCHER	928.84	D343028	ERIC A QUINTERO	1473.80
D343029	MARY C CERDA	1925.80	D343030	BRANDI M HART	484.77
D343031	SUSAN A HOLSTEIN	3470.94	D343032	LIANE Y KWAN	2899.56
D343033	JANY H LEE	3420.72	D343034	SHERILL A MEAD	2167.87
D343035	JESSICA MEDINA	1883.44	D343036	STEPHANIE E RICHARDS	1717.54
D343037	CAITLYN M STEPHENSON	1757.24	D343038	LAURA J STOVER	5049.81

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183039	JOHN A FLAWS	5463.35	183040	RACHEL L JORDAN	874.05
183041	JUDITH A MOORE	1946.12	183042	DIANE BELAIR	1727.54
183043	MARCO A VALADEZ	346.34	183044	PRITT J KASKLA	465.93
183045	MICHAEL F ROCHA	1934.63	183046	DANIEL C MOSS	1395.35
183047	FRANK X DE LA ROSA	2760.74	183048	DEANNA M CHUMACERO	1154.17
183049	STEVEN E GOMEZ	451.24	183050	SHADY S PUALLOA	307.89
183051	MARIA D ROSALES	380.82	183052	CHRISTOPHER A BENNETT	338.83
183053	SPENCER S CLIFT	143.13	183054	TROY F BOWMAN	949.75
183055	JOSEPH A T PURSLEY	998.50	183056	WILLIAM ALLISON	4597.78
183057	O.C.E.A. GENERAL	2314.41	183058	O.C.E.A.	1171.25
183059	COMMUNITY HEALTH CHARITI	45.00	183060	GARDEN GROVE POLICE ASSO	1510.00
D343724	GEORGE S BRIETIGAM III	312.05	D343725	PHAT T BUI	28.32
D343726	STEVEN R JONES	176.03	D343727	STEPHANIE L KLOPFENSTEIN	117.67
D343728	DIEDRE THU HA NGUYEN	278.71	D343729	KIM B NGUYEN	279.85
D343730	JOHN R O'NEILL	297.62	D343731	PAMELA M HADDAD	1591.10
D343732	MISSY M MENDOZA	435.58	D343733	SHAWN S PARK	2127.67
D343734	SCOTT C STILES	6308.20	D343735	MARIA A STIPE	4919.52
D343736	MEENA YOO	2011.10	D343737	MARITZA PIZARRO	1598.74
D343738	TERESA L POMEROY	2988.04	D343739	LIZABETH C VASQUEZ	1813.47
D343740	VERONICA AVILA	1842.41	D343741	JEFFREY P DAVIS	1981.90
D343742	NOELLE N KIM	1737.63	D343743	MARIE L MORAN	2398.07
D343744	ANA E PULIDO	3752.65	D343745	KRISTY H THAI	2168.07
D343746	SHAUNA J CARRENO	2024.84	D343747	VY D HO	1236.71
D343748	DANNY HUYNH	3448.04	D343749	VILMA C KLOESS	1935.22
D343750	IVY LE	2029.36	D343751	TAMMY LE	1270.30
D343752	LINDA MIDDENDORF	2188.88	D343753	MARIA A NAVARRO	2209.76
D343754	PHUONG VIEN T NGUYEN	2229.55	D343755	QUANG NGUYEN	2353.50
D343756	TINA T NGUYEN	2077.35	D343757	THYANA T PHI	2288.53
D343758	MARIA RAMOS	2141.45	D343759	TANYA L TO	1381.26
D343760	CUONG K TRAN	1960.20	D343761	ELAINE TRUONG	1495.20
D343762	THANH-NGUYEN VO	1461.86	D343763	SYLVIA GARCIA	2067.40
D343764	KAREN M HARRIS	2461.43	D343765	CHRISTI C MENDOZA	602.92
D343766	JANET J CHUNG	2367.92	D343767	ANN C EIFERT	2652.41
D343768	MARGARITA A ABOLA	1806.02	D343769	MARY ANN M ALCANCIA	2025.39
D343770	MARISA ATIN RAMOS	972.83	D343771	ELLIS EUN ROK CHANG	2744.05
D343772	EMER JAYSON BANAN FABRO	2166.94	D343773	RHONDA C KAWELI	2923.36
D343774	ROBERT W MAY	1379.83	D343775	SHAWNA A MCDONOUGH	1487.47
D343776	HEIDY Y MUNOZ	2829.12	D343777	LIGIA ANDREI	1504.46
D343778	ARIANA B BAUTISTA	1527.73	D343779	KAREN J BROWN	971.76
D343780	CORINNE L HOFFMAN	2237.06	D343781	JEFF N KURAMOTO	2486.96
D343782	CHELSEA E LUKAS	1543.73	D343783	EDWARD E MARVIN JR	1679.91
D343784	ANGELA M MENDEZ	1691.96	D343785	JENNIFER L PETERSON	1813.01
D343786	ANH PHAM	1612.53	D343787	EVA RAMIREZ	1681.93
D343788	JAIME F CHAVEZ	1401.82	D343789	GARY F HERNANDEZ	1583.04
D343790	NEAL M MANALANSAN	1527.41	D343791	DANIEL J SANCHEZ	1531.98
D343792	SANDRA E SEGAWA	3291.96	D343793	ALANA R CHENG	3138.23
D343794	PAUL GUERRERO	2488.72	D343795	LISA L KIM	4076.95
D343796	JAYME K AHLO	2516.44	D343797	JULIE A ASHLEIGH	1958.09

**** PAGE TOTAL = 174926.00

D343798	MICHAEL G AUSTIN	2428.06	D343799	RITA M CRAMER	2308.46
D343800	CHRISTOPHER J CRANDALL	2401.78	D343801	DAVID A DENT	3801.17
D343802	TODD C HARTWIG	2494.39	D343803	RALPH V HERNANDEZ	2171.60
D343804	AARON J HODSON	2397.40	D343805	DONALD E LUCAS	2686.67
D343806	SVETLANA MOURE	2026.01	D343807	PHU T NGUYEN	3351.90
D343808	LORENA J QUILLA-SOULES	2383.26	D343809	PEDRO ROQUE	2226.82
D343810	CHRISTOPHER CHUNG	2545.08	D343811	HUONG Q LY	1725.96
D343812	LEE W MARINO	4063.05	D343813	MARIA L MEDRANO	1994.45
D343814	MARIA C PARRA	2749.98	D343815	GREG BLODGETT	2781.63
D343816	MONICA COVARRUBIAS	2728.59	D343817	GRACE E LEE	2202.10
D343818	AMEENAH ABU-HAMDIYYAH	1656.91	D343819	ROY N ROBBINS	2716.59
D343820	TIMOTHY E THRONE	1770.48	D343821	ALLISON D WILSON	1944.66
D343822	MICHAEL C BOS	2298.01	D343823	DANIEL J CANDELARIA	4189.12
D343824	VINCENT L DE LA ROSA	1940.29	D343825	KAMYAR DIBAJ	1031.68
D343826	ALICIA M HOFER	1624.05	D343827	NICOLAS C HSIEH	2633.35
D343828	ROSEMARIE JACOT	1900.80	D343829	SHAN L LEWIS	2195.88
D343830	NAVIN B MARU	3404.69	D343831	JUAN C NAVARRO	2132.03
D343832	MICHAEL F SANTOS	2663.69	D343833	MARK P UPHUS	3396.58
D343834	JOSE A VASQUEZ	2441.19	D343835	ANA G VERGARA NEAL	2317.53
D343836	DAI C VU	3577.88	D343837	KHANG L VU	2934.96
D343838	JOSHUA J ARIONUS	2026.92	D343839	JAN BERGER	1945.77
D343840	ROBERT P BERMUDEZ	996.42	D343841	TIM P CANNON	2812.56
D343842	MYUNG J CHUN	3557.18	D343843	CARINA M DAN	1766.07
D343844	RYAN H DAVIS	1341.78	D343845	RONALD W DIEMERT	1887.57
D343846	CHRIS N ESCOBAR	2319.34	D343847	ALEJANDRO GONZALEZ	2891.44
D343848	MICHAEL J GRAY	1601.40	D343849	LARRY GRIFFIN	1468.87
D343850	ROBERT A HAENDIGES	2781.89	D343851	RYAN S HART	2360.40
D343852	EDWARD A HUY	3276.25	D343853	VIDAL JIMENEZ	3382.79
D343854	SAMUEL K KIM	3513.06	D343855	REBECCA PIK KWAN LI	3345.56
D343856	DAVID MA'AE	1506.92	D343857	TYLER MEISLAHN	1828.58
D343858	JUSTIN M MORRIS	661.09	D343859	STEVEN J MOYA JR	1997.95
D343860	BASIL G MURAD	1986.10	D343861	KIRK L NATLAND	571.21
D343862	DUC TRUNG NGUYEN	2555.85	D343863	CORNELIU NICOLAE	2559.74
D343864	ANDREW I ORNELAS	1582.47	D343865	DAVID A ORTEGA	4723.81
D343866	CELESTINO J PASILLAS	2535.01	D343867	WILLIAM F PEARSON	2986.66
D343868	LES A RUITENSCHILD	2782.17	D343869	JONATHAN RUIZ	1871.52
D343870	ALEXIS SANTOS	983.27	D343871	ADRIAN M SARMIENTO	2991.71
D343872	ALBERT TALAMANTES JR	2479.79	D343873	MINH K TRAN	1847.70
D343874	ALEJANDRO VALENZUELA JR	1166.92	D343875	ALEJANDRO N VALENZUELA	2337.47
D343876	KATHLEEN N VICTORIA	878.67	D343877	RONALD J WOLLAND	1173.55
D343878	VICTOR K YERGENSEN	3504.12	D343879	ALICE K FREGOSO	1800.63
D343880	ALICIA R GARCIA	637.67	D343881	RAQUEL K MANSON	2488.83
D343882	WILLIAM E MURRAY JR	7242.32	D343883	EMILY H TRIMBLE	1648.15
D343884	ALFRED J AGUIRRE	2661.46	D343885	RODOLPHO M BECERRA	1831.71
D343886	RAYMOND A BUCHLER	1148.32	D343887	EDGAR A CANO	1592.93
D343888	ALBERT J CARRISOZA	1944.45	D343889	GABRIELA R CONTRERAS	2124.71
D343890	JULIE T COTTON	1556.22	D343891	DANIEL A DEL ROSARIO	572.00
D343892	WILLIAM J ENGELS	669.25	D343893	ERIC M ESPINOZA	1646.79

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D343894	ALBERT R EURS II	2240.96	D343895	ROBERT J FRANCO	685.15
D343896	MAURICIO S GARCIA	2320.18	D343897	GILBERTO GAYTAN PINEDA	540.41
D343898	HERMILO HERNANDEZ	1846.55	D343899	DARNELL D JERRY	700.43
D343900	BRENT KAYLOR	2075.43	D343901	MARK W LADNEY	2283.70
D343902	RAUL LEYVA	1542.86	D343903	ANTONIO R MARTIN	2690.73
D343904	DIEGO A MEJIA	1657.62	D343905	RIGOBERTO MENDEZ	2662.51
D343906	STEVEN T ORTIZ	2162.23	D343907	RICHARD L PINKSTON	2194.84
D343908	BRADLEY J POINDEXTER	734.56	D343909	JOSE J ROMAN	573.61
D343910	ALEXIS P TARIN	2315.73	D343911	STEVE J TAUANU'U	3063.67
D343912	SUSAN VITALI	533.75	D343913	STEPHANIE A WASINGER	591.15
D343914	JOAN ANDREI	895.52	D343915	SYLVESTER A BABINSKI IV	1514.03
D343916	JEFFREY G CANTRELL	1897.81	D343917	JAMES CUNNINGHAM	2045.66
D343918	JULIA ESPINOZA	1163.27	D343919	CECELIA A FERNANDEZ	1132.88
D343920	CONRAD A FERNANDEZ	936.98	D343921	DIANA GOMEZ	760.87
D343922	JORGE GONZALEZ	1090.15	D343923	MICHAEL R GREENE	2094.58
D343924	RONALD D GUSMAN	894.95	D343925	GLORIA A HARO	1145.13
D343926	ERIC W JOHNSON	1049.01	D343927	URIEL MACIAS	846.81
D343928	KHUONG NGUYEN	1145.13	D343929	DELFRADO C REYES	1145.14
D343930	RAFAEL ROBLES	1369.27	D343931	ADRIANNA M RODRIGUEZ	899.72
D343932	RODERICK THURMAN	1576.93	D343933	EVARISTO VERA	1457.55
D343934	RICHARD L WILLIAMS	2091.61	D343935	ANSELMO AGUIRRE	1809.78
D343936	CHRISTOPHER L ALLEN	2421.25	D343937	PHILLIP J CARTER	2429.91
D343938	RICK L DUVAL	2076.32	D343939	CASEY G GIROUARD	690.69
D343940	AARON R HANSEN	1441.40	D343941	HUY HOA HUYNH	2019.30
D343942	BRYAN D KWIATKOWSKI	1443.63	D343943	CHRISTOPHER B PRUDHOMME	1233.84
D343944	ROLANDO QUIROZ	1559.03	D343945	TODD R REED	1565.36
D343946	ESTEBAN H RODRIGUEZ	1863.34	D343947	ROBERTO RODRIGUEZ	698.94
D343948	LUIS A TAPIA	2024.21	D343949	MICHAEL W THOMPSON	2456.56
D343950	WILLIAM J WHITE	1970.18	D343951	JESSE GUZMAN	2115.85
D343952	MARK M KHALIL	1722.77	D343953	BRETT A MEISLAHN	1991.96
D343954	DOUGLAS A MOORE	1952.79	D343955	AUSTIN H POWELL	1742.47
D343956	MELVIN P REED	1419.94	D343957	STEPHEN D SUDDUTH	1385.53
D343958	TIMOTHY WALLINGFORD	2191.82	D343959	HILLARD J WILLIAMS	645.27
D343960	SOUHELIA K GOUNTOUNA	1699.02	D343961	ALBERT J HOLMON III	3190.36
D343962	VICTOR T BLAS	3766.88	D343963	ERVIN DUBRUL	1652.28
D343964	JEREMY J GLENN	1458.02	D343965	JOSE GOMEZ	1833.85
D343966	BRENT W HAYES	3640.38	D343967	FRANK D HOWENSTEIN	3219.59
D343968	ALLEN G KIRZHNER	3712.08	D343969	BRANDON S NUNES	2784.00
D343970	STEPHEN PORRAS	4232.73	D343971	JESSE VIRAMONTES	2582.57
D343972	JOHN ZAVALA	6999.23	D343973	STEPHANIE AMBRIZ	212.55
D343974	JOSELYN D AVALOS	483.90	D343975	JOSUE BARREIRO MENDOZA	1266.68
D343976	ALEXIS R BAUTISTA-MOYANO	77.12	D343977	IMMANUEL M CALDONA	266.54
D343978	RACHEL M CAMARENA	1864.13	D343979	RENE CAMARENA	1578.62
D343980	VICTORIA M CASILLAS	1724.06	D343981	RACHAEL M CHOATE	346.11
D343982	AMANDA D CROSS	1625.07	D343983	GISELL L CRUZ	298.57
D343984	KENNETH E CUMMINGS	1273.53	D343985	GABRIELA DIAZ	814.85
D343986	GRISELL V EVERASTICO	600.03	D343987	MARK C FREEMAN	2727.82
D343988	JARED D GARCIA	306.58	D343989	VANESSA L GARCIA	435.25

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D343990	JACOB R GRANT	1768.84	D343991	KIMBERLY K HOLER	735.41
D343992	CAROLINA HONSTAIN	198.41	D343993	MARITZA JIMENEZ	55.08
D343994	KALYSTA N LOPEZ	192.80	D343995	STEPHANIA LUNA	472.47
D343996	ELAINE M NA'AE	2262.04	D343997	JOHANA L MALDONADO	158.12
D343998	JESUS MEDINA	1494.49	D343999	JUAN MEDINA	1966.84
D344000	JOHN A MONTANCHEZ	4172.34	D344001	BRIANNA M MOORE	973.20
D344002	KIRSTEN K NAKAISHI	167.17	D344003	GINA D NECCO	521.06
D344004	JACOB J NEELY	424.91	D344005	NOEL N NICHOLAS	957.41
D344006	JENNIFER GODDARD NYE	2376.70	D344007	GABRIELA O'CADIZ-HERNAND	2671.67
D344008	NANCY A OCAMPO	33.05	D344009	LORI OCHOA	1837.99
D344010	STEPHANIE ORTIZ	202.66	D344011	CHRISTIAN PANGAN	459.19
D344012	JANET E PELAYO	2969.77	D344013	JESUS PEREZ	354.68
D344014	ARIELLE PICKRELL	219.65	D344015	ALEXA PRADO	181.79
D344016	SUGEIRY REYNOSO	2357.91	D344017	CATIA J RIVERA	41.86
D344018	MARINA Y ROMERO	1786.56	D344019	MONICA K ROMO	180.88
D344020	TANYA ROSAS	389.69	D344021	DIANA SALDIVAR	271.94
D344022	RICARDO SALDIVAR	432.76	D344023	YARELI SANCHEZ GUIJOSA	77.12
D344024	DANA MARIE SAUCEDO	2349.46	D344025	EMERON J SCHLUMBERGER	908.82
D344026	KRISTOF A SIERRA	44.07	D344027	AUSTIN M ST MARSEILLE	326.37
D344028	KENNETH P TRAVIS III	396.61	D344029	CLAUDIA VALDIVIA	2695.31
D344030	JEFFREY VAN SICKLE	2065.06	D344031	DAISY O VENCES	368.05
D344032	JOSHUA VENCES	370.92	D344033	PAUL E VICTORIA	1218.46
D344034	JACOB D VIRAMONTES	390.71	D344035	TIFFANY D VU	77.12
D344036	DAVID M WILMES	197.91	D344037	AMANDA M POLLOCK	1658.97
D344038	TREVOR G SMOUSE	1934.26	D344039	ALBERTO ACOSTA	8763.46
D344040	ANTHONY R ACOSTA	1045.06	D344041	JOHN D BARANGER III	4643.63
D344042	LUCAS B BAUER	2592.97	D344043	BRADLEY D BELL	6930.05
D344044	JERRY R BRENNEMAN	5102.38	D344045	JOSE J CAMBEROS	3757.64
D344046	YVES G CLERMONT	3818.89	D344047	JOE W CRAWFORD	4217.10
D344048	TIMOTHY A CRAWFORD	3484.80	D344049	JUSTIN D DOYLE	4900.29
D344050	MICHAEL G ECKHARDT JR	4058.47	D344051	STEVE P FELLNER	5081.09
D344052	DREW R GARCIA	4238.74	D344053	JEFF W HANNA	1605.23
D344054	MATTHEW R HENSHAW	6448.06	D344055	MICHAEL L JACOBS	3275.58
D344056	WILLIAM R JAEGER	2712.86	D344057	JORDAN R JEMIOLO	3501.15
D344058	MATTHEW C KLEIBACKER	3017.93	D344059	SCOTT A KUHLMAN	3789.72
D344060	NICHOLAS A LERARIO	3141.67	D344061	COREY L LINDSAY	1630.15
D344062	NORMAN M LOVELY	3818.54	D344063	JOHN M MARQUEZ JR	3354.15
D344064	CHEYNE C MAULE	5448.54	D344065	TERRY A MCGOVERN JR	5783.48
D344066	SHANE D MELLEEM	2138.61	D344067	TRAVIS M MELLEEM	3699.70
D344068	MARK A MICKELSEN	3530.53	D344069	SON L NGUYEN	4255.58
D344070	THANH Q NGUYEN	5785.07	D344071	FREDERICK N NIBLO	4234.38
D344072	BRENT C PARDOEN	3603.05	D344073	MICHAEL KURT RIETH	4162.24
D344074	WADE E RUHMAN	3557.15	D344075	DENNIS L RUZICKA	4637.28
D344076	DAVID C SANCHEZ	2135.11	D344077	NICK R SCHAEFER	1500.16
D344078	SCOTT A SCHERER	6102.50	D344079	MORRIS B SPELL	3564.27
D344080	WILLIAM S STROHM	4721.73	D344081	JUSTIN D TRAVER	2712.24
D344082	CHRISTOPHER B TRENHOLM	5127.12	D344083	JUSTIN TRUHILL	7888.31
D344084	MARIO G VALDERRAMA	3596.69	D344085	DAVID S WALDSCHMIDT	3018.10

**** PAGE TOTAL = 238500.01

D344086	MARK S WEISS	5449.90	D344087	JOSEPH A WINGERT JR	3139.89
D344088	JASON R BLOMGREN	2510.92	D344089	MYLES A BURROUGHS	1806.60
D344090	DAVID M CARLSON	3366.75	D344091	PARKER W CARY	3375.53
D344092	JOSHUA A FELDMAN	2817.60	D344093	TIMOTHY D FISHER	3930.55
D344094	GARRET M FURUTA	3458.33	D344095	CHRISTOPHER P HAWKINS	3939.57
D344096	SHANE S HOWEY	1753.31	D344097	PETER M HUBER	3042.26
D344098	JAYCEN R JUSTUS	2279.56	D344099	ANTHONY L KNAACK	4089.84
D344100	JOSHUA D LEE	3444.62	D344101	DANIEL J MOORE	5166.72
D344102	GRANT A NOBLE	3267.63	D344103	ERIC S NORRDIN	4078.54
D344104	ANTHONY J PAGE	1968.55	D344105	ERIC M PALOMO	2990.79
D344106	ANDREW J ROACH	3926.02	D344107	RICHARD RONSADT	4894.66
D344108	TIMOTHY N STOWE	1955.52	D344109	ERIC THORSON	1645.51
D344110	RYAN D VAN WIE	2587.62	D344111	JONATHAN C WHITE	1797.88
D344112	GREGORY D WILLIAMS	2125.03	D344113	JEREMIE E YORKE	2619.81
D344114	BRYSON T DAHLHEIMER	1931.50	D344115	LISA S GUARDI	816.27
D344116	DYLAN A NELSON	143.13	D344117	DON T NGUYEN	1703.53
D344118	PAUL J WHITTAKER	5503.98	D344119	JAMES L GABHARD	3150.04
D344120	TODD D ELGIN	7986.09	D344121	CAROLE A KANEGAE	2239.27
D344122	VINCENTE J VAICARO	4669.48	D344123	KRISTEN A BACKOURIS	1502.02
D344124	SHARON S BAEK	1902.17	D344125	GENA M BOWEN	1480.64
D344126	RICHARD O BURILLO	3738.35	D344127	THOMAS R DARE	4779.62
D344128	AMIR A EL-FARRA	3337.89	D344129	HELENA ELISOUSOU	2354.92
D344130	PATRICK E GILDEA	3246.31	D344131	AI KELLY HUYNH	1716.06
D344132	KEIRA LONG	1707.33	D344133	JOHN E REYNOLDS	4957.04
D344134	REYNA ROSALES	1621.32	D344135	MICHAEL J VISCOMI	4270.50
D344136	RICHARD A ALVAREZ-BROWN	2724.44	D344137	PEDRO R ARELIANO	3102.83
D344138	TIMOTHY R ASHBAUGH	2529.93	D344139	ALFREDO R AVALOS	3364.24
D344140	RENE BARRAZA	2677.78	D344141	BEAU A BERENGER	2523.88
D344142	RYAN S BERLETH	2239.42	D344143	SUMMER A BOGUE	2004.38
D344144	JESENIA CAMPOS	1755.40	D344145	RENZO CHUMBE	9164.28
D344146	GARY L COULTER	3190.20	D344147	CHARLIE DANIELEY III	2288.54
D344148	ISAAC DAVILA	1975.61	D344149	NICHOLAS A DE ALMEIDA LO	8102.10
D344150	BROC D DUDLEY	1935.08	D344151	STEPHEN C ESTLOW	788.98
D344152	HECTOR FERREIRA JR	2196.91	D344153	KARI A FLOOD	1995.35
D344154	ROBERT J GIFFORD	2715.73	D344155	VICTORIA A GILL	1944.27
D344156	JOSEPH P GROSS JR	743.96	D344157	TROY HALLER	3437.31
D344158	JASON A HOWARD	2609.51	D344159	KIRK P HURLEY	1910.03
D344160	NICKOLAS K JENSEN	2506.73	D344161	PATRICK R JULIENNE	2531.47
D344162	KRISTOFER D KELLEY	2186.94	D344163	EDWARD K KIM	2293.21
D344164	TIMOTHY P KOVACS	3473.23	D344165	MARK A LORD	2969.24
D344166	SHAYLEN L MAO	2058.06	D344167	JORGE L MAZON	2520.53
D344168	BRYAN J MEERS	2545.79	D344169	JAKE T MELIA	1457.45
D344170	JEREMY N MORSE	3021.38	D344171	MITCHEL S MOSSER	2408.19
D344172	JASON M MURO	4459.09	D344173	AARON S NELSON	3049.61
D344174	ADAM C NIKOLIC	3127.79	D344175	JASON S PERKINS	3319.36
D344176	PHILLIP H PHAM	2112.05	D344177	COREY T POLOPEK	2522.80
D344178	THOMAS S REED	2237.46	D344179	DANIELLE E RIEDL	2204.62
D344180	CHRISTIN E ROGERS	2559.77	D344181	AARON T SHIPLEY	2017.13

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D344182	BRIAN T STROUD	2705.41	D344183	EDGAR VALENCIA	3172.81
D344184	ROYCE C WIMMER	2663.15	D344185	SARAH A WRIGHT	2153.57
D344186	COLE A YNIGUEZ	1920.20	D344187	ADAM D ZMIJA	3297.96
D344188	MARCOS R ALAMILLO	4387.48	D344189	BOBBY B ANDERSON	2736.57
D344190	JOHN F BANKSON	2715.25	D344191	JOSHUA K BEHZAD	2569.01
D344192	EVAN S BERESFORD	2811.60	D344193	JEFFREY A BROWN	3259.04
D344194	JOHN CASACCIA II	2752.08	D344195	JUAN C CENTENO	3481.58
D344196	JEROME L CHEATHAM	2717.25	D344197	HAN J CHO	2830.11
D344198	BRIAN M CLASBY JR	3490.39	D344199	JULIO C CORTEZ	2307.18
D344200	JUAN L DELGADO JR	3344.90	D344201	KEVIN DINH	2810.59
D344202	OTTO J ESCALANTE	4931.09	D344203	JOSHUA N ESCOBEDO	2384.03
D344204	MICHAEL N ESTRADA-MONSA	2675.91	D344205	GEORGE R FIGUEROA	2255.67
D344206	MICHAEL E GERDIN	2935.77	D344207	BRIAN C GIRGENTI	2879.40
D344208	SEAN M GLEASON	2851.33	D344209	BRIAN G HATFIELD	7429.13
D344210	EFRAIN A JIMENEZ JR	2512.60	D344211	CODY M JOHNSON	2006.75
D344212	ARION J KNIGHT	2809.70	D344213	PETER M KUNKEL	3424.27
D344214	RAPHAEL M LEE	428.30	D344215	ERICK LEYVA	3444.88
D344216	DEREK M LINK	2922.46	D344217	RAFAEL LOERA JR	2801.74
D344218	JESSE A LUCATERO	2359.98	D344219	ROBERTO MACHUCA	2169.48
D344220	TAYLOR A MACY	2312.40	D344221	GIANLUCA F MANIACI	2511.62
D344222	MARIO MARTINEZ JR	3906.82	D344223	NATHAN D MORTON	3028.47
D344224	PATRICK W MURPHY	2152.05	D344225	PATRICK J MUSCHETTO	2249.42
D344226	JEFFREY C NGUYEN	2853.80	D344227	STEVEN TRUJILLO ORTIZ	2095.87
D344228	OMAR F PEREZ	2076.55	D344229	JOHN E RANEY	3324.29
D344230	DANIEL RODRIGUEZ	2865.30	D344231	ERIC T RUZIECKI	5787.09
D344232	SEAN M SALAZAR	2790.91	D344233	ROBERT M STEPHENSON III	3565.11
D344234	JOHN J YERGLER	3048.10	D344235	JASON B YETTAW	1997.27
D344236	PAUL W ASHBY	3159.09	D344237	RYAN V BUSTILLOS	2870.97
D344238	THOMAS A CAPPS	2747.33	D344239	MICHAEL K ELHAMI	2383.75
D344240	AUSTIN C LAVERTY	2430.34	D344241	DANNY J MIHALIK	3104.69
D344242	RON A REYES	2909.98	D344243	ROCKY F RUBALCABA	3349.74
D344244	LINO G SANTANA	3569.49	D344245	CHRISTOPHER M EARLE	2649.71
D344246	BENJAMIN M ELIZONDO	3119.16	D344247	NICHOLAS A LAZENBY	2812.25
D344248	CHARLES H LOFFLER	3094.27	D344249	BRADLEY A LOWEN	2295.69
D344250	LUIS F RAMIREZ	3218.77	D344251	RYAN R RICHMOND	2376.24
D344252	GAREY D STAAL	2879.48	D344253	AARON J COOPMAN	3016.32
D344254	DONALD J HUTCHINS	2924.03	D344255	JASON L JOHNSON	3456.94
D344256	RYAN M LUX	2489.25	D344257	RAUL MURILLO JR	5681.15
D344258	JOSHUA T OLIVO	3320.15	D344259	COURTNEY P ALLISON	3510.64
D344260	LISA A BELTHIUS	470.72	D344261	RANDY G CHUNG	318.88
D344262	ADAM B COUGHRAN	65.02	D344263	CHRISTOPHER C DOVEAS	416.12
D344264	DANIEL S EDWARDS	808.78	D344265	JOHN O OJEISEKHOBIA	299.55
D344266	TRAVIS J WHITMAN	5015.28	D344267	CARL J WHITNEY	3593.46
D344268	FRANCISCO AVALOS JR	384.13	D344269	TANNER C DE PADUA	334.13
D344270	JOSEPH A GARCIA	384.13	D344271	EUN WHA LEE	367.98
D344272	JULIAN TAPIA	310.50	D344273	KENTON TRAN	384.13
D344274	CALEB I VAUGHN	328.71	D344275	TYLER D VU	396.61
D344276	GIOVANNI ACOSTA	1888.08	D344277	KAREN D BRAME	1222.18

**** PAGE TOTAL = 248271.51

D344278	KENNETH L CHISM	1847.14	D344279	PAUL E DANIELSON	1237.39
D344280	RUSSELL B DRISCOLL	372.05	D344281	JESUS FAJARDO	1756.60
D344282	KORY C FERRIN	8810.21	D344283	JAMES D FISCHER	1331.70
D344284	VICTORIA M FOSTER	1463.27	D344285	ROBERT D FRESENIUS	1674.10
D344286	TRAVIS J HADDEN	1730.49	D344287	KENNETH E MERRILL	448.52
D344288	DOUGLAS A PLUARD	3308.59	D344289	CHARLES W STARNES	3267.60
D344290	TUONG-VAN NGUYEN VU	1943.61	D344291	FLOR DE LIS ELIZONDO	1163.34
D344292	JASON S FULTON	2318.94	D344293	ROBERT J KIVLER	1472.30
D344294	EDUARDO C LEIVA	4259.49	D344295	RAQUEL D MATA	962.14
D344296	REBECCA S MEEKS	2574.85	D344297	JONATHAN B WAINWRIGHT	3538.00
D344298	DAVID C YOUNG	3493.29	D344299	MARIA A ALCARAZ	2225.19
D344300	MARIA S ATWOOD	1390.93	D344301	CARISSA L BRUNICK	2798.24
D344302	TAMMY L CHAURAN-HAIRGROV	2152.62	D344303	VERONICA FRUTOS	963.45
D344304	DAVID L GEORGE	1946.67	D344305	PINKY C HINGCO	2356.41
D344306	SHELBY KEUILIAN	1849.95	D344307	CHAD B KIM	1459.65
D344308	MICHELLE L KRESS	1733.65	D344309	ALLYSON T LE	1418.43
D344310	ANGELA LEDEMA	1960.79	D344311	MARIA C MCFARLANE	2214.12
D344312	TRINA T NGUYEN	1699.07	D344313	DEBRA J NICHOLS	2006.84
D344314	CRYSTAL L RAY	1517.56	D344315	JENNIFER V ROMBOUGH	1889.82
D344316	KIMBRA S VELLANOWETH	1796.52	D344317	SHANNON M YELENSKY	1657.37
D344318	JENNIFER A DIX	2379.25	D344319	KATHERINE M FRANCISCO	2058.82
D344320	AMANDA B GARNER	2093.68	D344321	ARCHIE GUZMAN	2129.94
D344322	ROBERT D LUX	2790.42	D344323	MELISSA MENDOZA-CAMPOS	2366.48
D344324	MICHAEL A MOSER	2212.47	D344325	BRANDY J PARK	2445.73
D344326	CRISTINA V PAYAN	1767.78	D344327	JENNIFER M RODRIGUEZ	2510.76
D344328	TANYA L SAMOFF	2468.68	D344329	NICOLE D SHORROW	1933.99
D344330	DANNY J SOSEBEE	1827.54	D344331	MARSHA D SPELLMAN	3051.84
D344332	SPENCER T TRAN	1990.13	D344333	SANTA WARDLE	1233.48
D344334	CHERYL L WHITNEY	2700.74	D344335	CLAUDIA ALARCON	2819.67
D344336	RAY E BEX	3952.58	D344337	DANIEL A CAMARA	2495.72
D344338	SCOTT A COLEMAN	2868.90	D344339	BRIAN D DALTON	18331.75
D344340	RICHARD E DESBIENS	1403.36	D344341	JAMES D FRANKS	3013.24
D344342	PETE GARCIA	2009.76	D344343	STEVEN H HEINE	924.67
D344344	JOSE D HERRERA	12478.27	D344345	WILLIAM T HOLLOWAY	3214.77
D344346	THI A HUYNH	2632.35	D344347	MICHAEL J JENSEN	3502.20
D344348	GERALD F JORDAN	2717.13	D344349	JOSEPH L KOLANO	2255.67
D344350	LEA K KOVACS	2668.46	D344351	DAVID LOPEZ	2262.32
D344352	STEVEN W LUKAS	1497.85	D344353	MATTHEW P MARCHAND	3441.57
D344354	LUIS A PAYAN	2175.29	D344355	SINDY RAMIREZ OROZCO	3668.62
D344356	TERRA M RAMIREZ	2043.42	D344357	CHRISTOPHER M SHELIGREN	2217.05
D344358	PAUL M TESSIER	2561.54	D344359	DENNIS WARDLE	2657.47
D344360	RONALD A DOSCHER	1373.97	D344361	ERIC A QUINTERO	586.42
D344362	JANNA K BRADLEY	2759.85	D344363	MARY C CERDA	1934.06
D344364	BRANDI M HART	605.14	D344365	SUSAN A HOLSTEIN	1393.52
D344366	LIANE Y KWAN	2899.56	D344367	JANY H LEE	3420.72
D344368	SHERRILL A MEAD	2166.13	D344369	JESSICA MEDINA	1883.44
D344370	STEPHANIE E RICHARDS	1826.17	D344371	CAITLYN M STEPHENSON	1757.24
D344372	LAURA J STOVER	5049.81	D344373	ANNA L GOLD	1729.47

**** PAGE TOTAL = 241171.76

D344374	KATRENA J SCHULZE	485.08	D344375	MATTHEW T SWANSON	1365.55
D344376	ANTHONY VALENZUELA	1370.44	D344377	CANDY G WILDER	1883.93
D344378	STEVEN F ANDREWS	1410.01	D344379	TERENCE S CHANG	2167.18
D344380	VERNA L ESPINOZA	1776.29	D344381	CESAR GALLO	2514.95
D344382	ERNIE E HINGCO	1579.32	D344383	GEOFFREY A KLOESS	2745.89
D344384	RACHOT MORAGRAAN	3472.90	D344385	NOEL J PROFFITT	3030.44
D344386	ANAND V RAO	4286.38	D344387	JOSEPH M SCHWARTZ	2242.79
D344388	ROD T VICTORIA	2039.96	D344389	TERREL KEITH WINSTON	3398.17
D344390	POLICE ASSN	15409.31	D344391	GG FIRE FIGHTERS 2005	20514.10
D344392	SO CAL CU	70196.33	D344393	SOUTHLAND CU	4491.94
W2554	GREAT WEST LIFE 457 #340	124004.15	W2555	GREAT WEST LIFE OBRA#340	2071.40
W2556	INTERNAL REVENUE SERVICE	312742.63	W2557	EMPLOYMENT DEVELOPMENT D	96124.85

**** PAGE TOTAL = 681323.99

TOTAL CHECK PAYMENTS	22
TOTAL DIRECT DEPOSITS	670
TOTAL WIRE PAYMENTS	4
GRAND TOTAL PAYMENTS	696

31,276.82
1,676,367.78
534,943.03
.....
2,242,587.63

Checks #183039 thru #183060, and Direct Deposits #D343724 thru #D344393, and wire #W2554 thru #W2557 presented in the Payroll Register submitted to the Garden Grove City Council 26 FEB 2019, have been audited for accuracy and funds are available for payment thereof.

[Signature]
FINANCE DIRECTOR

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
636670	AM TOOLS INCORPORATED DBA: AM TOOLS	REV & VOID	-146.00 *
637015	GREEN LOTUS GROUP, LLC	REV & VOID	-1,618.00 *
639321	GREEN LOTUS GROUP, LLC	REV & VOID	-1,618.00 *
640379	GREEN LOTUS GROUP, LLC	REV & VOID	-1,618.00 *
641591	GREEN LOTUS GROUP, LLC	REV & VOID	-1,618.00 *
642737	GREEN LOTUS GROUP, LLC	REV & VOID	-1,618.00 *
645806	THOMSON EQUITIES	REV & VOID	-947.00 *
646771	ANDREW HA	REV & VOID	-413.00 *
647200	PUBLIC AGENCY RISK MANAGEMENT ASSOCIATION	REV & VOID	-450.00 *
647497	LAI, KINH	REV & VOID	-1,334.00 *
647679	EWING IRRIGATION PRODUCTS, INC.	REV & VOID	-114.02 *
647732	UNITED PARCEL SERVICE	REV & VOID	-14.50 *
647757	COMPUTERLAND OF SILICON VALLEY	REV & VOID	-861.66 *
647789	TARGET CORPORATION	REV & VOID	-7,675.00 *
W2370	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	REV & VOID	-1,401,690.12 *
647816	AT&T CORP	TELEPHONE	11,337.02 *
647817	AT&T	TELEPHONE	230.89 *
647818	SPOK, INC.	TELEPHONES/BEEPERS	189.70 *
647819	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	903.54 *
647820	CITY OF GARDEN GROVE	WATER	217.12 *
647821	MCI COMM SERVICE	TELEPHONE	36.55 *
647822	VOID WARRANT		
647823	SO CALIF EDISON CO	ELECTRICITY	37,309.68 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647824	SO CALIF GAS CO	NATURAL GAS	19,489.68 *
647825	TIME WARNER CABLE	CABLE	153.38 *
647826	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	18,648.74 *
647827	AMERICAN WELDING AND FABRICATION	OTHER CONST SUPPLIES	1,200.00 *
647828	C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS	DISABILITY INSURANCE	1,886.50 *
647829	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	5,768.50 *
647830	GARCIA, SYLVIA	MED TRUST REIMB	499.98 *
647831	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	450,184.01 *
647832	JACOT, ROSEMARIE	MED TRUST REIMB	400.00 *
647833	JAY'S CATERING	OTHER RENTALS	6,895.16 *
647834	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	21,534.62 *
647835	MURAD*, BASIL	MED TRUST REIMB	2,499.90 *
647836	O'CADIZ-HERNANDEZ*, GABRIELA	MED TRUST REIMB	541.67 *
647837	RAO*, ANAND V.	MED TRUST REIMB	150.00 *
647838	DATA TICKET, INC	OTHER PROF SERV	1,043.00 *
647839	RUITENSCHILD, LES	DEP CARE REIMB	432.00 *
647840	SWA GROUP INC	OTHER PROF SERV	1,108.84 *
647841	U.S. POSTAL SERVICE (HASLER)	POSTAGE	20,000.00 *
647842	WEISS, MARK S	MED TRUST REIMB	89.79 *
647843	YERGENSEN *, VICTOR	MED TRUST REIMB	1,061.64 *
647844	GARCIA, DREW	MED TRUST REIMB	699.92 *
647845	CITY OF TORRANCE	TUITION/TRAINING	1,500.00 *

PAGE TOTAL FOR "*" LINES = 555,787.33

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647846	CITIBANK %CITIGROUP	OTHER PROF SERV L/S/A TRANSPORTATION LODGING OTHER CONF/MTG EXP	36.00 614.40 2,880.27 818.15 4,348.82 *
647847	SHARON BAEK	MED TRUST REIMB	254.82 *
647848	ORANGE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	100.00 *
647849	*VICTORIA, ROD	DEP CARE REIMB	500.00 *
647850	ANDREW HA	PROP/EV REFUND	413.00 *
647851	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	EXEMPT FEE REFUND	50.00 *
647852	TARGET CORPORATION	AWARDS/TROPHIES	7,500.00 *
647853	ORANGE COUNTY WHOLESALE FLOWERS	SEEDS/PLANTS	827.82 *
647854	UNION BANK	L/S/A TRANSPORTATION REGISTRATION FEES FOOD BOTTLED WATER OTHER FOOD ITEMS OFFICE SUPPLIES/EXP OTHER MINOR TOOLS/EQ	334.56 490.00 511.97 20.50 84.71 17.53 133.55 1,592.82 *
647855	UNION BANK	POSTAGE TUITION/TRAINING UNIFORMS BOOKS/SUBS/CASSETTES OFFICE SUPPLIES/EXP SAFETY EQ/SUPPLIES	21.20 525.00 63.40 400.00 17.96 942.63 1,970.19 *
647856	UNION BANK	REGISTRATION FEES SEEDS/PLANTS FOOD SERV SUPPL OTHER FOOD ITEMS	40.00 86.09 328.50 35.98 490.57 *

PAGE TOTAL FOR "*" LINES = 18,048.04

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647857	UNION BANK	DUES/MEMBERSHIPS	-899.00
		REGISTRATION FEES	35.00
		TUITION/TRAINING	1,165.50
			301.50 *
647858	UNION BANK	BOOKS/SUBS/CASSETTES	500.00
		OTHER MAINT ITEMS	516.38
			1,016.38 *
647859	UNION BANK	MV GAS/DIESEL FUEL	375.84 *
647860	UNION BANK	MV GAS/DIESEL FUEL	434.17 *
647861	UNION BANK	MV GAS/DIESEL FUEL	312.32 *
647862	UNION BANK	FACT: PROGRAM EXP	13.73
		FACT: EMRGY NEEDS	177.77
		FOOD	245.10
		FOOD SERV SUPPL	8.17
		BOTTLED WATER	4.19
		OTHER FOOD ITEMS	54.44
		OFFICE SUPPLIES/EXP	68.61
		MINOR OFFICE FURN/EQ	168.04
		CRAFT SUPPLIES	40.95
		OTHER REC/CULT SUPP	39.97
			820.97 *
647863	R. J. NOBLE COMPANY	OTHER MAINT ITEMS	1,596.78 *
647864	*ALCANCIA, MARY ANN	MED TRUST REIMB	449.82 *
647865	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,419.63 *
647866	FELLNER, STEVE	MED TRUST REIMB	1,342.00 *
647867	GUERRERO, PAUL	MED TRUST REIMB	125.00 *
647868	HATCH ASSOCIATES CONSULTANTS	OTHER PROF SERV	24,965.00 *
647869	HOWEY, SHANE	MED TRUST REIMB	390.91 *
647870	*LEE, GRACE	DEP CARE REIMB	192.30 *

PAGE TOTAL FOR "*" LINES = 33,742.62

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647871	LE, TIFFANY	OTHER REC/CULT SUPP	740.00 *
647872	*O'NEIL, JOHN	L/S/A TRANSPORTATION SUBSISTENCE	49.52 67.22
		OTHER CONF/MTG EXP	120.00 236.74 *
647873	TIME WARNER CABLE	NETWORK COMMUNICT	2,700.00 *
647874	VALDIVIA, CLAUDIA	MED TRUST REIMB DEP CARE REIMB	70.00 605.20 675.20 *
647875	YOO, MEENA	MED TRUST REIMB	130.00 *
647876	TRELOAR, TOM	OTHER PROF SERV	400.00 *
647877	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	387.42 *
647878	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
647879	AARON HANSEN	MED TRUST REIMB	91.48 *
647880	WILSON, ALLISON	MED TRUST REIMB	50.00 *
647881	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	19,656.51 *
647882	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
647883	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	EXEMPT FEE REFUND	250.00 *
647884	TARGET CORPORATION	AWARDS/TROPHIES	300.00 *
647885	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	TAXES/LICENSES INTEREST COSTS LONG TERM DEBT	412.28 222.82 5,096.90 5,732.00 *
647886	UNION BANK	MAINT-SERV CONTRACTS NETWORKING SERVICES	41.00 271.91

PAGE TOTAL FOR "*" LINES = 31,530.85

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647887	UNION BANK	REGISTRATION FEES	300.00
		NETWORKING SUPPLIES	204.70
		SOFTWARE	52.99
		OFFICE SUPPLIES/EXP	210.02
		MINOR OFFICE FURN/EQ	166.50
		OTHER MINOR TOOLS/EQ	122.86
			1,369.98 *
		DUES/MEMBERSHIPS	309.00
		ADMN/ENTRANCE FEE	90.00
		FOOD	359.02
			758.02 *
647888	UNION BANK	DUES/MEMBERSHIPS	499.88
		ELECTRICAL SUPPLIES	8.07
		OFFICE SUPPLIES/EXP	124.15
		GEN PURPOSE TOOLS	431.10
		OTHER MINOR TOOLS/EQ	71.55
			1,134.75 *
647889	UNION BANK	ADVERTISING	525.00
		MEDICAL SERVICES	150.00
		REGISTRATION FEES	420.00
		FOOD	137.63
		PAPER/ENVELOPES	72.71
			1,305.34 *
647890	UNION BANK	HSOLD EQUIP/SUPPLIES	65.72 *
647891	UNION BANK	MV GAS/DIESEL FUEL	74.31 *
647892	UNION BANK	MV GAS/DIESEL FUEL	112.38 *
647893	UNION BANK	ADVERTISING	907.98
		PHOTO PROC/ENGRAVING	117.04
		DUES/MEMBERSHIPS	159.00
		TAXES/LICENSES	52.99
		ADMN/ENTRANCE FEE	1,055.00
		FOOD	99.40
		OTHER PROF SUPPLIES	527.95
		OFFICE SUPPLIES/EXP	232.84
		AWARDS/TROPHIES	303.01
			3,455.21 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647894	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	15,196.50 *
647895	UNION BANK	LODGING	812.06
		REGISTRATION FEES	100.00
		TUITION/TRAINING	1,162.00
		OTHER MINOR TOOLS/EQ	88.50
			2,162.56 *
647896	*VISCOMI, MICHAEL	TRAVEL ADVANCE P.D.	160.00 *
647897	*VICTORIA, ROD	EMPL COMPUTER PURCH	2,500.00 *
647898	ABSOLUTE INTERNATIONAL SECURITY	OTHER PROF SERV	560.44 *
647899	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	1,069.64
		GUNS/AMMUNITION	1,853.13
			2,922.77 *
647900	AIS ADVANCED IMAGING STRATEGIES INC.	OFFICE SUPPLIES/EXP	109.91 *
647901	ALAN'S LAWN AND GARDEN CENTER INC.	REPAIRS-FURN/MACH/EQ	1,274.41
		MOTOR VEH PARTS	2,233.77
			3,508.18 *
647902	ALL BRANDS SEWING & VACUUM	JANITORIAL SUPPLIES	27.91 *
647903	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	28,031.40 *
647904	ANAHEIM REGIONAL MEDICAL CENTER	MEDICAL SERVICES	850.00 *
647905	ANIMAL CARE EQUIPMENT & SVCS	CANINE EXPENSES	439.14 *
647906	*BANKSON, JOHN	TUITION REIMB	1,600.00 *
647907	BC WIRE ROPE & RIGGING	OTHER MAINT ITEMS	1,299.63 *
647908	BESTWAY LAUNDRY SOLUTIONS	REPAIRS-FURN/MACH/EQ	637.67 *
647909	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	24,580.89 *
647910	BISHOP CO.	FURN/MACH/EQUIP REPL	1,979.69 *
647911	BOLSA NURSERY	SEEDS/PLANTS	886.86 *

PAGE TOTAL FOR "*" LINES = 87,453.55

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647912	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	2,120.79 *
647913	CDW-GOVERNMENT INC	MAINT-SERV CONTRACTS	613.32
		MINOR OFFICE FURN/EQ	3,714.40
			4,327.72 *
647914	CSG CONSULTANTS, INC.	OTHER PROF SERV	6,950.00 *
647915	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	2,750.88 *
647916	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	3,317.00 *
647917	CALIFORNIA ROBBERY INVESTIGATORS ASSOCIATION	DUES/MEMBERSHIPS	20.00 *
647918	CAMERON WELDING SUPPLY	FACT:PROGRAM EXP	21.33
		MOTOR VEH PARTS	290.22
		OTHER MAINT ITEMS	94.03
			405.58 *
647919	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	380.00 *
647920	CIVILTEC ENGINEERING INC	ENGINEERING SERVICES	1,685.65 *
647921	SUPPLYWORKS	WHSE INVENTORY	3,578.74
		JANITORIAL SUPPLIES	565.47
			4,144.21 *
647922	CLEANSTREET	STREET SWEEPING SERV	2,119.00 *
647923	COASTLINE EQUIPMENT	MOTOR VEH PARTS	4,480.40 *
647924	COMMUNITY VETERINARY HOSPITAL	POLICE CANINE EXP	523.25 *
647925	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	8,691.00 *
647926	CONTROL AUTOMATION DESIGN	MAINT-SERV CONTRACTS	5,962.88 *
647927	CONTROLLED MOTION SOLUTIONS, INC.	MOTOR VEH PARTS	80.18 *
647928	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	3,088.32 *
647929	WM CURBSIDE, LLC AT YOUR DOOR	OTHER PROF SERV	900.00 *

PAGE TOTAL FOR "*" LINES = 51,946.86

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647930	DENNIS GRUBB & ASSOCIATES, LLC	OTHER PROF SERV	2,950.00 *
647931	DIAMOND ENVIRONMENTAL SERVICES	MAINT OF REAL PROP	242.43
		MAINT-SERV CONTRACTS	1,502.92
		NON-SPEC CONTR SERV	438.05
		OTHER MAINT ITEMS	830.90
			3,014.30 *
647932	DOOLEY ENTERPRISES, INC.	GUNS/AMMUNITION	21,741.80 *
647933	ENTERPRISE FLEET MGMT INC CUSTOMER BILLINGS	VEHICLE OP LEASE	5,942.43 *
647934	ES ENGINEERING SERVICES, LLC	OTHER PROF SERV	12,793.13 *
647935	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	228.00 *
647936	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	78.08 *
647937	FEDERAL EXPRESS CORP	DELIVERY SERVICES	37.00
		OFFICE SUPPLIES/EXP	124.24
			161.24 *
647938	FLOWERS BY CINA, INC.	OTHER AGR SUPPLIES	341.51 *
647939	FOSTER MORRISON CONSULTING, LTD	OTHER PROF SERV	3,120.00 *
647940	*FREEMAN, MARK	TRAVEL ADVANCE C.S.	150.00 *
647941	FRYE SIGN CO	MOTOR VEHICLE MAINT	980.00 *
647942	MONTROSE AIR QUALITY SERVICES, LLC	MAINT-SERV CONTRACTS	4,940.00 *
647943	GARDEN GROVE COMMUNITY FOUNDATION	TRUST FUND EXPEND	2,449.80 *
647944	GARDEN GROVE SECURED STORAGE	LAND/BLDG/ROOM RENT	250.00 *
647945	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	518.92 *
647946	GENERAL PUMP CO INC.	WTR/SWR CONST CONTR	145,206.55 *
647947	GLOCK, INC.	UNIFORMS	237.05 *
647948	GRAFFITI PROTECTIVE COATINGS, INC.	MAINT-SERV CONTRACTS	11,370.62 *

PAGE TOTAL FOR "*" LINES = 216,473.43

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647949	GRANICUS, INC.	MAINT-SERV CONTRACTS	7,950.00 *
647950	GRAYBAR	ELECTRICAL SUPPLIES	25.92 *
647951	HAAKER EQUIPMENT COMPANY	MOTOR VEH PARTS	844.52 *
647952	HARRINGTON INDUSTRIAL PLASTICS LLC	LABORATORY CHEMICALS	680.20 *
647953	*LEDESMA, ANGELA	MILEAGE REIMB	30.28 *
647954	HILLCO FASTENER WAREHOUSE	HARDWARE	6.40 *
647955	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS	221.75
		OTHER PROF SERV	257.05
		OTHER MINOR TOOLS/EQ	43.00
			521.80 *
647956	HOST COMPLIANCE, LLC	OTHER PROF SERV	2,000.00 *
647957	IMPREMEDIA	ADVERTISING	525.31 *
647958	INTERVAL HOUSE	OTHER PROF SERV	2,125.20 *
647959	J & M SERVICE, INC.	MOTOR VEH PARTS	145.93 *
647960	JIG CONSULTANTS	ENGINEERING SERVICES	16,138.40
		OTHER PROF SERV	3,175.15
			19,313.55 *
647961	DANGELO CO	WHSE INVENTORY	464.19 *
647962	JAY'S CATERING	OTHER AGR SUPPLIES	390.58
		FOOD	322.17
			712.75 *
647963	KELLY PAPER	WHSE INVENTORY	2,658.77
		PAPER/ENVELOPES	674.25
			3,333.02 *
647964	KEYSER/MARSTON ASSOCIATES INC	LEGAL FEES	1,620.00 *
647965	KLEINFELDER WEST, INC	ENGINEERING SERVICES	1,456.25 *

PAGE TOTAL FOR "*" LINES = 41,755.32

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647966	LANGUAGE LINE SERVICES	TELEPHONE	129.72 *
647967	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	1,500.55 *
647968	LE, TIFFANY	OTHER PROF SERV	500.00 *
647969	*LEE, JANY H	FOOD	160.21 *
647970	LIFECOM, INC.	SAFETY EQ/SUPPLIES	65.00 *
647971	LIGHTING DESIGN ALLIANCE	OTHER PROF SERV	1,125.00 *
647972	MC MASTER-CARR SUPPLY CO	MOTOR VEH PARTS	14.65
		AIR COND SUPPLIES	1,521.24
		WIRE/METALS	188.38
		HARDWARE	303.54
			2,027.81 *
647973	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	29,829.19 *
647974	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	23,794.98 *
647975	SUPERCO SPECIALTY PRODUCTS	HARDWARE	953.34 *
647976	*MONTANCHEZ, JOHN	TRAVEL ADVANCE C.S.	162.00 *
647977	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	135.00 *
647978	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	216.78 *
647979	NIAGARA PLUMBING	PIPES/APPURTENANCES	196.71
		AIR COND SUPPLIES	93.69
			290.40 *
647980	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	1,627.22 *
647981	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	953.49 *
647982	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	1,458.55 *
647983	ORANGE COUNTY APPLIANCE PARTS	PIPES/APPURTENANCES	16.69 *
647984	ORANGE COUNTY RANGE STORE LLC	UNIFORMS	1,051.10 *

PAGE TOTAL FOR "*" LINES = 65,997.03

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
647985	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	13,925.57 *
647986	ORANGE COUNTY WELDING, INC.	OTHER MAINT ITEMS	1,350.00 *
647987	PETDATA	OTHER PROF SERV	2,865.00 *
647988	PACIFIC 4	WHSE INVENTORY	1,058.94 *
647989	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	199.05 *
647990	PACIFIC ROOTER DAY & NIGHT PLUMBING	OTHER MAINT ITEMS	495.00 *
647991	PARKER, CARY	TUITION/TRAINING	150.00 *
647992	PAVEMENT COATINGS CO.	ASPHALT PRODUCTS	1,059.14 *
647993	PERFORMANCE PIPELINE TECHNOLOGIES	REPAIRS-FURN/MACH/EQ	3,412.50 *
647994	PETTY CASH - HUMAN RESOURCES	FOOD	77.32
		BOTTLED WATER	57.96
			135.28 *
647995	PHAM, DANTHU	OTHER PROF SERV	140.00 *
647996	PLUMBERS DEPOT INC.	GEN PURPOSE TOOLS	236.55 *
647997	POWERTRON BATTERY CO	ELECTRICAL SUPPLIES	35.56 *
647998	PRIME TRUCK TIRE SERVICE	MOTOR VEHICLE MAINT	225.00 *
647999	PRO-FORCE LAW ENFORCEMENT	UNIFORMS	592.63 *
648000	PROPERTY BUILDERS CONCEPTS & MAINTENANCE INC	OTHER PROF SERV	18,885.00 *
648001	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	539.65 *
648002	R. P. LAURAIN & ASSOCIATES, INC	APPRAISAL SERVICES	1,800.00 *
648003	RADI'S CUSTOM UPHOLSTERY	MOTOR VEH PARTS	200.00 *
648004	DATA TICKET, INC	OTHER PROF SERV	613.00 *
648005	SCP DISTRIBUTORS, LLC	OTHER MAINT ITEMS	154.35 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648006	SELECTRON TECHNOLOGIES, INC	OTHER PROF SERV	10,195.00 *
648007	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	450.00 *
648008	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	55.13 *
648009	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	152.82 *
648010	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	370.30 *
648011	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	1,150.00 *
648012	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY	689.07 *
648013	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	26,240.15 *
648014	SPARKLETT'S	BOTTLED WATER	471.03
		OTHER MAINT ITEMS	119.56
			590.59 *
648015	SPENCER FLUID POWER	MOTOR VEH PARTS	100.69 *
648016	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,365.06 *
648017	SUN BADGE COMPANY	UNIFORMS	1,157.86 *
648018	TT TECHNOLOGIES, INC	WHSE INVENTORY	1,891.02 *
648019	THOMSON REUTERS	DUES/MEMBERSHIPS	1,989.65 *
648020	TIME WARNER CABLE	CABLE TV SERVICE	124.42 *
648021	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	135.00 *
648022	TRANSACT TECHNOLOGIES, INC.	REPAIRS-FURN/MACH/EQ	101.28 *
648023	TRENCH PLATE RENTAL CO, INC	OTHER MAINT ITEMS	838.85 *
648024	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	1,579.73 *
648025	TURNOUT MAINTENANCE COMPANY	FIRE TUNOUTS REPAIR	466.66 *
648026	TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL	MAINT-SERV CONTRACTS	536.42 *

PAGE TOTAL FOR "*" LINES = 50,179.70

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648027	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	WHSE INVENTORY	84.94 *
648028	U.S. ARMOR CORP.	UNIFORMS	1,286.70 *
648029	UNIFIRST CORP	LAUNDRY SERVICES	1,755.26 *
648030	UNITED PARCEL SERVICE	DELIVERY SERVICES	194.58 *
648031	US DEPARTMENT OF HEALTH AND HUMAN SERVICES	ACCOUNT'S PAYABLE OTHER	5,816.13 0.00 5,816.13 *
648032	UNITED RENTALS NORTHWEST, INC	ASPHALT PRODUCTS AGGREGATES/MASONRY	405.68 494.58 900.26 *
648033	VARGAS, CEASER	OTHER PROF SERV	190.00 *
648034	VISION MARKING DEVICES	OTHER PROF SUPPLIES OFFICE SUPPLIES/EXP	32.78 57.60 90.38 *
648035	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	983.76 *
648036	GRAINGER	WHSE INVENTORY ELECTRICAL SUPPLIES OTHER MAINT ITEMS GEN PURPOSE TOOLS OTHER MINOR TOOLS/EQ HARDWARE	1,195.89 186.88 298.39 1,274.27 608.67 224.89 3,788.99 *
648037	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES OTHER MAINT ITEMS	77.98 96.76 174.74 *
648038	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	2,167.20 *
648039	WAXIE SANITARY SUPPLY	WHSE INVENTORY	1,157.11 *
648040	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	11,829.15 *
648041	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	598.31

PAGE TOTAL FOR "*" LINES = 30,419.20

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648042	FERGUSON ENTERPRISES, INC	AGGREGATES/MASONRY	2,502.43 3,100.74 *
		WHSE INVENTORY	490.69
		PIPES/APPURTENANCES	131.54 622.23 *
648043	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	2,963.00 *
648044	CITY OF WESTMINSTER	PISTOL RANGE RENTAL	2,100.00 *
648045	WESTSIDE BUILDING MATERIALS CORP	PAINT/DYE/LUBRICANTS	231.21 *
648046	WINNERS CIRCLE TROPHY COMPANY	AWARDS/TROPHIES	75.08 *
648047	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	OTHER PROF SERV	127.80 *
648048	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.	OTHER PROF SERV	20,708.08 *
648049	YORBA LINDA FEED STORE, INC.	CANINE EXPENSES	129.28 *
648050	ZEP SALES & SERVICE	WHSE INVENTORY	318.48 *
648051	AVMS, INC.	VIDEO PRODUCTION EXP	7,248.75 *
648052	INGLIS PET HOTEL	CANINE EXPENSES	149.66 *
648053	SIEMENS MOBILITY INC	MAINT-SERV CONTRACTS	113.00 *
648054	MJ ELLS CONSTRUCTION INC	MAINT OF REAL PROP	2,789.00 *
648055	SAFARILAND, LLC	OTHER PROF SUPPLIES	537.32 *
648056	MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL	198.00 *
648057	448500 GREAT WOLF RESORTS C/O ECOVA, INC-MS 5978	WATER REFUND	620.00 *
648058	EMBASSY SUITES ANAHEIM SOUTH	FOOD	29.99 *
648059	LOGOS ETC.	UNIFORMS	520.10 *
648060	GARDEN GROVE POLICE EXPLORER POST #1020	UNIFORMS	1,640.00 *

PAGE TOTAL FOR "*" LINES = 44,221.72

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648061	TIM HOGAN GRAPHICS	OTHER PROF SERV	216.42 *
648062	OCGIA	DUES/MEMBERSHIPS	200.00 *
648063	CHEMEX INDUSTRIES	OTHER MAINT ITEMS	788.34 *
648064	MCFADDEN DALE INDUSTRIAL HARDWARE	MOTOR VEH PARTS	29.09 *
648065	TRAPEZE SOFTWARE GROUP, INC ASSETWORKS LLC	MOTOR VEH PARTS	1,640.00 *
648066	LEAGUE OF CALIFORNIA CITIES	DUES/MEMBERSHIPS	34,412.00 *
648067	NITV FEDERAL SERVICES, LLC	FURN/MACH/EQUIP REPL	6,706.82 *
648068	DISPENSING TECHNOLOGY CORP.	ASPHALT PRODUCTS	1,326.19 *
648069	HUNTINGTON BEACH CHRYSLER JEEP	MOTOR VEH PARTS	323.21 *
648070	E.G. BRENNAN & CO., INC.	OFFICE SUPPLIES/EXP	133.10 *
648071	EMERGENCY MEDICAL SERVICES AUTH	TUITION/TRAINING	37.00 *
648072	CALIF PARK & RECREATION SOCIETY CPERS	DUES/MEMBERSHIPS	145.00 *
648073	PUBLIC AGENCY RISK MANAGEMENT ASSOCIATION	REGISTRATION FEES	450.00 *
648074	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	WHSE INVENTORY	1,734.78 *
648075	HOSHIZAKI WESTERN	MAINT-SERV CONTRACTS	111.94 *
648076	KUHLMAN, SCOTT	BOOKS/SUBS/CASSETTES	450.00 *
648077	ADVANCED CAR CARE INC	TIRES/TUBES	2,782.06 *
648078	O'REILLY AUTO PARTS	MOTOR VEH PARTS	1,155.74 *
648079	MAJOR LEAGUE SOFTBALL, INC.	OTHER PROF SERV	255.00 *
648080	BEST TINT	MOTOR VEHICLE MAINT	200.00 *
648081	VORTEX INDUSTRIES INC	MAINT OF REAL PROP	511.00 *
648082	VERITIV OPERATING COMPANY	WHSE INVENTORY	2,344.08 *

PAGE TOTAL FOR "*" LINES = 55,951.77

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648083	LEXISNEXIS RISK SOLUTIONS	BOOKS/SUBS/CASSETTES	540.50 *
648084	COSTAR GROUP, INC.	OTHER PROF SERV	491.31 *
648085	CAMFIL, USA INC.	OTHER MAINT ITEMS	749.19 *
648086	DISCOVERY SCIENCE CENTER	OTHER PROF SERV	1,696.50 *
648087	DIRECTV	CABLE TV SERVICE	292.02 *
648088	RAY ALLEN MANUFACTURING LLC	UNIFORMS	96.99 *
648089	SCHORR METALS, INC.	MOTOR VEH PARTS	14.45 *
648090	CROSTOWN ELECTRICAL & DATA, INC.	MAINT-SERV CONTRACTS	870.00 *
648091	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	215.78 *
648092	VALDERRAMA, *MARIO	TUITION/TRAINING	150.00 *
648093	AARDVARK	MONITORED EQUIP	47,348.24 *
648094	BATTERY SYSTEMS INC.	MOTOR VEH PARTS	334.02 *
648095	TEAM OF ADVOCATES FOR SPECIAL KIDS	OTHER PROF SERV	1,475.22 *
648096	CACEO	DUES/MEMBERSHIPS	95.00
		TUITION/TRAINING	172.00
			267.00 *
648097	ARIONUS, JOSH	SAFETY EQ/SUPPLIES	86.16 *
648098	RICE, MICHAEL JAY DBA FULLERTON CAMERAS	REPAIRS-FURN/MACH/EQ	75.00 *
648099	SOUTHWEST LIFT & EQUIPMENT INC	MAINT-SERV CONTRACTS	1,044.35 *
648100	BECERRA, RUDY	SAFETY EQ/SUPPLIES	150.00 *
648101	RANDY FERGUSON & MIKE MESSINA DBA GRAFIX SYSTEMS	REPAIRS-FURN/MACH/EQ	1,022.97
		OTHER PROF SUPPLIES	2,299.96
			3,322.93 *
648102	NGUYEN, DUC	FOOD	171.60 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648103	SOCAL SALES & MARKETING	OTHER MOTOR VEH SUPP	626.10 *
648104	DEPARTMENT OF JUSTICE	LIFESCAN FEE-DOJ	1,106.00 *
648105	SCHAFER CONSULTING, INC.	OTHER PROF SERV	14,385.00 *
648106	NAPA AUTO PARTS	MOTOR VEH PARTS	887.46 *
648107	FAIR HOUSING FOUNDATION	OTHER PROF SERV	3,036.98 *
648108	SOMELIA GOUNTOUMA	SAFETY EQ/SUPPLIES	238.91 *
648109	HF&H CONSULTANTS, LLC	OTHER PROF SERV	13,347.60 *
648110	VERONICA MADRILES	OTHER PROF SERV	150.00 *
648111	YO-FIRE SUPPLIES	WHSE INVENTORY	2,530.38 *
648112	UNIVERSITY OF SOUTHERN CALIFORNIA	OTHER EDUCATION EXP	1,400.00 *
648113	MSC INDUSTRIAL SUPPLY CO. INC.	OFFICE SUPPLIES/EXP	152.90 *
648114	THE GEO GROUP, INC.	JAILER SERVICES	46,862.25 *
648115	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	2,433.33 *
648116	GARDEN GROVE POLICE EXPLORERS	MV GAS/DIESEL FUEL	302.34 *
648117	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	132,925.37 *
648118	MIWALL CORPORATION	GUNS/AMMUNITION	1,956.01 *
648119	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	41.99 *
648120	SOUTHERN COMPUTER WAREHOUSE	NETWORKING SUPPLIES	450.79
		DATA PROCESSING SUPP	630.23
		MINOR FURN/EQUIP	1,802.32
			2,883.34 *
648121	GUITAR CENTER STORES, INC.	MINOR OFFICE FURN/EQ	1,003.14 *
648122	INFOSEND, INC.	POSTAGE	982.70
		ADVERTISING	0.00

PAGE TOTAL FOR "*" LINES = 226,269.10

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648123	AUTONATION FORD TUSTIN	PRINTING	54.20
		OTHER PROF SERV	122.38
		PAPER/ENVELOPES	121.63
			1,280.91 *
648124	NICHOLS CONSULTING ENGINEERS, CHTD	REPAIRS-FURN/MACH/EQ	509.54 *
648125	CPS HR CONSULTING	OTHER PROF SERV	1,500.00 *
648126	STOMMEL INC DBA LEHR AUTO	OTHER PROF SERV	7,629.47 *
		MOTOR VEHICLE MAINT	60.00
		MAINT-SERV CONTRACTS	5,194.02
		MOTOR VEH PARTS	188.40
			5,442.42 *
648127	CRAFCO INC.	ASPHALT PRODUCTS	646.50 *
648128	VODIE'S WHEEL ALIGNMENT & BRAKES, INC.	MOTOR VEHICLE MAINT	125.00 *
648129	A1 INTERNATIONAL TV INC	REPAIRS-FURN/MACH/EQ	2,999.44 *
648130	BELL PIPE & SUPPLY CO.	PIPES/APPURTENANCES	331.55 *
648131	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	91.60 *
648132	CLA-VAL C/O GRISWOLD INDUSTRIES	REGISTRATION FEES	600.00 *
648133	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	TELEPHONE	3,612.09
		PISTOL RANGE RENTAL	26.46
		MAINT-SERV CONTRACTS	11,893.62
		NETWORKING SERVICES	1,129.32
		OTHER PROF SERV	14,218.00
		FORENSIC SERV	43,065.42
			73,944.91 *
648134	LOOPNET	OTHER PROF SERV	475.00 *
648135	NATIONAL CREDIT REPORTING	OTHER PROF SERV	77.70 *
648136	KINGDOM CAUSES INC DBA: CITY NET	OTHER PROF SERV	19,146.17 *
648137	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	9,644.48 *

PAGE TOTAL FOR "*" LINES = 124,444.69

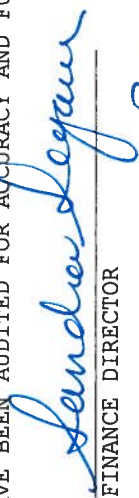
WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/26/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
648138	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	1,930.88 *
648139	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	420.00 *
648140	CHILD GUIDANCE CENTER, INC.	OTHER PROF SERV	7,800.69 *
648141	INSEEGO NORTH AMERICA, LLC	DUES/MEMBERSHIPS	342.00 *
648142	TIME CLOCK SALES & SERVICE CO., INC.	OTHER MAINT ITEMS	182.73 *
648143	THOMSON EQUITIES	RENT SUBSIDY	947.00 *
W2399	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	1,402,394.54 *
W2400	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	478,850.21 *
W2401	ANAHEIM/ORANGE COUNTY VISITOR & CONVENTION BUREAU	AMT DUE VCB	145,846.15 *
W2402	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	1,400,566.00 *
W2403	SUCCESSOR AGENCY WIRE		
W2404	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	2,996.29 *
W2405	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
W2406	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
W2407	SUNTRUST	INTEREST COSTS	880.97
		LONG TERM DEBT	25,753.35
			26,634.32 *
W2408	CO. OF ORANGE	WAGE ATTACHMENT	553.85 *
W2409	US BANK TRUST N.A.	BANK FEES	2,890.00 *

PAGE TOTAL FOR "*" LINES = 3,473,159.58

FINAL TOTAL 3,851,609.18 *

DEMANDS #647816 - 648143 AND WIRES W2399 - W2409 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE
GARDEN GROVE CITY COUNCIL FEBRUARY 26, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE
FOR PAYMENT THEREOF


FINANCE DIRECTOR



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Consideration of two additional appointments to the Administrative Board of Appeals. (Continued from the February 12, 2019, meeting.) (<i>Action Item</i>)	Date:	2/26/2019

Attached is the draft minute excerpt from the meeting held on February 12, 2019, that lists the appointments to the City's Commissions and to the Administrative Board of Appeals. Three members were selected to serve on the Administrative Board of Appeals, which leaves two positions available. As noted in the draft minute excerpt, Mayor Jones continued the appointment to a future meeting.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minute Excerpt	2/21/2019	Backup Material	2-26-19_Minute_Excerpt_-_Commission_appointment.pdf

APPOINTMENTS TO CITY COMMISSIONS AND TO THE ADMINISTRATIVE BOARD OF APPEALS (Continued from the January 22, 2019, meeting.) (F: 122.1)
(F:122.2C)(F: 122.4A)(F: 122.6A)(F: 122.10A) (F: 122.11A)(F: 122.70A)

Following the City Clerk announcing the Mayor's appointments, it was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that the following appointments be made:

Administrative Board of Appeals: Arturo Arestegui, Brandon Chavira, and Pauline Merry. Mayor Jones noted that two more appointments need to be made for the Administrative Board of Appeals and would be done at a future meeting.

Traffic Commission: David Johnson, Josh Lindsay, Kadi Kiisk-Mohr, Kevin Rodgers, Randy Arbcast, Ricardo Cepeda, and Robert Dalton.

Planning Commission: Andrew Kanzler, Christy Le, Dale Soeffner, Jeremy Lehman, John Ramirez, Daisy Perez, and Man Jordan Nguyen.

Parks, Recreation, and Arts Commission: Andrea Perez, Kevin Rhee, Marisa Salicos, Nicole Ramirez, Reina Solis, John No, and Ted Stevens.

Neighborhood Improvement and Conservation Commission: Bonnie Crawford, Brian Newbold, Maureen Blackmun, Peterson Pham, Roger Flanders, Jonathan Swaim, and Vickie Hanssen.

Downtown Commission: Audrey Pecor, James Schierberl, Jennifer Stewart, John Wietor, Rebecca Weimer, Ric Lerma, and Angel Zaragoza.

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

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of a Memorandum of Understanding with the Department of Justice for grant funding to facilitate enforcement of Proposition 56, and appropriation of funds awarded for operational tasks in Fiscal Year 2018-19. (Grant Amount: \$353,085) (<i>Action Item</i>)		
		Date:	2/26/2019

OBJECTIVE

For the City Council to approve a Memorandum of Understanding (MOU) with the Department of Justice for a Tobacco Law Enforcement Grant, and to approve the appropriation of grant funds awarded in Fiscal Year 2018-19 for Code Enforcement operating expenses.

BACKGROUND

In October 2018, the City's Code Enforcement Unit of the Building & Safety Division applied for a Department of Justice (DOJ) grant program with funds authorized under the California Healthcare, Research and Prevention Tax Act of 2016. The DOJ grant program made available \$30 million to local agencies in California to support various tobacco-related programs. These programs include enforcement of state and local laws related to the illegal sales and marketing of tobacco to minors, and investigative activities and compliance checks to reduce illegal sales of cigarettes and tobacco products to minors and youth. The total amount awarded to the City of Garden Grove is \$353,085 of which grant funds will be distributed incrementally over a three (3) year period.

DISCUSSION

The awarded funds will focus on implementation of a Local Tobacco Enforcement Program. This program will be administered by the Code Enforcement Unit. A full-

time city employee or contracted Code Enforcement Officer will be assigned to the City's commercial areas to seek compliance through standard code enforcement action and compliance methods.

FINANCIAL IMPACT

The DOJ grant program does not require a match from the City. The expected yearly cost includes the salary of a full-time or contractual Code Enforcement Officer, operating expenses, enforcement supplies, and administrative costs. There is no impact to the City's General Fund.

The budget summary is as follows:

Line Item	Awarded FY 2018-19	Awarded FY 2019-20	Awarded FY 2020-21	Total Awarded
Services	\$ 62,000	\$ 124,000	\$ 124,000	\$ 310,000
Operating	\$ 9,072	\$ 13,100		\$ 22,172
Supplies		\$ 4,000	\$ 4,000	\$ 8,000
Administrative		\$ 5,725	\$ 5,725	\$ 12,913
TOTAL	\$ 72,535	\$ 146,825	\$ 133,725	\$ 353,085

RECOMMENDATION

It is recommended that the City Council:

- Approve the Memorandum of Understanding with the Department of Justice for grant funds in the amount of \$353,085 to be disbursed over three years;
- Authorize participation in the Local Tobacco Enforcement Program;
- Approve appropriation of funds in the amount of \$72,535 for Fiscal Year 2018-19; and
- Authorize the City Manager to execute the Memorandum of Understanding on behalf of the City.

By: Alana Cheng, Senior Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Department of			

Justice MOU	2/13/2019	Backup Material DOJ_MOU_for_Tobacco_Law_Enforcement_Grant.2.12.19.pdf
Tobacco Law Enforcement Grant Budget Detail Summary	2/13/2019	Backup Material FINAL_Amended_Budget_Sheet_for_Tobacco_Grant.xlsx

City of Garden Grove

Pete Roque, Code Enforcement Supervisor
Community & Economic Development Department
Code Enforcement Section
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5351
peter@ggcity.org

MEMORANDUM OF UNDERSTANDING

With the
California Department of Justice

December 1, 2018 – June 30, 2021

I PURPOSE

This Memorandum of Understanding (the “MOU”) is entered into by the Department of Justice (“DOJ”) and the City of Garden Grove (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposals for activities of Local Law Enforcement Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2021.

The DOJ, Tobacco Grant Unit, grants to Grantee **\$353,085** (the “Grant Amount”) for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Proposals, Grantee Handbook and Grant Application are incorporated by reference into this MOU.

II COMMUNICATION

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the Tobacco Grant Unit at:

California Department of Justice
Division of Law Enforcement
Tobacco Grant Unit
1300 I Street, Suite 1140
Sacramento, CA 95814
Zahra.Barragan@doj.ca.gov.

III BUDGET

Grantee agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

Grantee must submit any request for a change to a Budget item in writing or via e-mail to the DOJ and any changes to the Budget must be pre-approved in writing by the Tobacco Grant Unit at least thirty (30) days in advance of any change to the Budget item.

IV COST REIMBURSEMENT/INVOICING

DOJ agrees to reimburse Grantee, in arrears, for Grantee’s actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by DOJ. Grantee will submit only one (1) invoice each month for items included in the Budget, included completed travel and training. The Grantee is required to ensure that all vendor deliverables are accepted and approved, equipment delivered, travel completed, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.¹

Grantee will provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with approved invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement must include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, along with the approved Budget Template clearly identifying which expenditure the invoice is associated with. Grantee shall provide copies of packing slips substantiating delivery of

¹ Approved Budget included under Attachment 1.

purchased equipment. Grantee invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15th calendar day following the month of expenditure. (Example, a purchase made on June 2nd would require invoice to be received by the DOJ no later than July 15th).

Invoices must be e-mailed or delivered via U.S. Mail addressed to:

California Department of Justice
Division of Law Enforcement
Tobacco Grant Unit
1300 I Street, Suite 1140
Sacramento, CA 95814
Zahra.Barragan@doj.ca.gov

V BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

VI QUARTERLY REPORTING REQUIREMENTS

Grantee will submit quarterly progress reports to the DOJ. These reports, which will describe progress made on the recipient's Scope of Work, shall be submitted to DOJ according to the following schedule:

January 1 through March 31: Due April 15
April 1 through June 30: Due July 15
July 1 through September 30: Due October 15
October 1 through December 31: Due January 15

Grantees shall submit any other reports and data as required by the DOJ.

VII ADMINISTRATION AND AUDIT

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance of the Scope of Work under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records. [Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.]

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grant Handbook. Actions include but are not limited to requiring Grantee to return grant funds, and any other remedies available under law, and the Grantee may be disqualified from applying for or receiving future grant funds.

VIII GRANTEE CONTACT INFORMATION

David Dent, Chief Building Official
City of Garden Grove,
Community and Economic Development Department/Building & Safety Division
11222 Acacia Parkway, Garden Grove, CA 92840
714.741.5343
davidd@ggcity.org

Pete Roque, Code Enforcement Supervisor
City of Garden Grove,
Community and Economic Development Department/Building & Safety Division
11222 Acacia Parkway, Garden Grove, CA 92840
714.741.5351
peter@ggcity.org

IX MISCELLANEOUS PROVISIONS

Amendment- No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

X AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Building & Safety Division, Community and Economic Development Department, with all its attachments, and will become effective upon completion of signature from all parties.

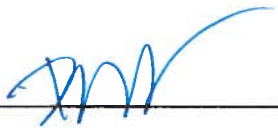


SCOTT C. STILES
City Manager
City of Garden Grove


Date

OMAR SANDOVAL
City Attorney
City of Garden Grove


Date



PETE ROQUE
Code Enforcement Supervisor
City of Garden Grove

2/12/19
Date



DAVID DENT
Chief Building Official
City of Garden Grove

2/12/19
Date

SHANNON PATTERSON, GRANT MGR.
Office of the Chief
California Department of Justice

Date

KEVIN GARDNER, Chief
Office of the Chief
California Department of Justice

Date

CHRIS RYAN, Chief
Division of Operations
California Department of Justice

Date

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

Costs Per Fiscal Year (July 1 - June 30)

A. Personal Services

Salaries

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
City of Garden Grove Code Enforcement Officer: Develop and implement the proposed Local Tobacco Enforcement Program	Program Development and Implementation \$59.62 per hour x 40 hours per week x 52 weeks per fiscal year = \$124,000 x 2 FY 19-20 and 20-21. \$124,000/2= \$62,000 for half a FY in 18-19. (Salary includes fully burdened rate)	\$ 62,000	\$ 124,000	\$ 124,000
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
SUBTOTAL		\$ 62,000	\$ 124,000	\$ 124,000

Overtime

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
N/A		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -

Benefits

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
		\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -
TOTAL PERSONAL SERVICES		\$ 62,000	\$ 124,000	\$ 124,000

B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Signage for designated non-smoking areas, 36 public parks and 50 Garden Grove bus stops	86 non-smoking area signs at \$252 each (36 x \$252) Parks FY 18-19 (50 x \$252) Bus Stops FY 19-20)	\$ 9,072	\$ 12,600	\$ -
Tobacco Products for Display	Electronic Cigarettes, E-Cigarettes, Vaping Devices, E- Hookah, Hookah Pen, Cigars, Cigarettes, etc. (\$500)	\$ -	\$ 500	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ 9,072	\$ 13,100	\$ -

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

C. Equipment (tangible items with a per-unit cost of \$5,000 or more)

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
N/A				
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL				

D. Travel Expenses/Registration Fees*

Description and Destination	Computation	FY 2018-19	FY 2018-19	FY 2020-21
N/A		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

*Travel rates must adhere to State rules and limits.

E. Other Expenses

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Sting Operation Supplies for Staff, volunteers, and youth participating in the Family Youth Outreach Program and Tobacco Enforcement Task Force FY 19-20 and 20-21	Consumables \$260, Volunteer and Community incentives raffle prizes \$50, printing costs \$40 = \$350 per event x 4 per year x 2 years	\$ -	\$ 1,400	\$ 1,400
Miscellaneous Supplies for Enforcement/Cessation Education Classes	Citywide Family and Youth Outreach Program Education per FY 19-20 and FY 20-21. Local Tobacco Enforcement Program: Consumables for workshops \$1000, event flyers, \$400, marketing materials and commodities for participants \$300= \$1700 per year	\$ -	\$ 1,700	\$ 1,700
Miscellaneous Supplies and Equipment for Enforcement and Education	Citations \$500, Vietnamese, Spanish, Korean Translation Services \$400 =\$900 per FY 19-20 and FY 20-21.	\$ -	\$ 900	\$ 900
		\$ -		
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ 4,000	\$ 4,000

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

F. Administrative Costs*

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Administrative Costs	< 5% of total budget (less than 6 months for FY 18-19), <5% total cost of FY 19-20 and FY 20-21. Includes any overhead costs that must be directly related to the objectives and activities of this project. A detailed description of the Administrative Cost will be included in each progress report.	\$ 1,463	\$ 5,725	\$ 5,725
		\$ -	\$ -	\$ -
TOTAL		\$ 1,463	\$ 5,725	\$ 5,725

*Administrative costs may not exceed 5% of the total budget.

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

SUMMARY

Budget Category	FY 2018-19	FY 2019-20	FY 2020-21	Total Request
A. Personal Services	\$ 62,000	\$ 124,000	\$ 124,000	\$ 310,000
B. Operating Expenses	\$ 9,072	\$ 13,100	\$ -	\$ 22,172
C. Equipment	\$ -	\$ -	\$ -	\$ -
D. Travel/Registration	\$ -	\$ -	\$ -	\$ -
E. Other Expenses	\$ -	\$ 4,000	\$ 4,000	\$ 8,000
F. Administrative Costs	\$ 1,463	\$ 5,725	\$ 5,725	\$ 12,913
TOTAL PROJECT COSTS	\$ 72,535	\$ 146,825	\$ 133,725	\$ 353,085

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to Vasilj Inc., for construction of Project No. 7407 - La Bonita Street Storm Drain Improvements. (Cost: \$1,064,980) (<i>Action Item</i>)		
		Date:	2/26/2019

OBJECTIVE

For City Council to award a contract to Vasilj, Inc., for Project No. 7407 La Bonita Street Storm Drain Improvements.

BACKGROUND

The proposed improvement is a storm drain system on La Bonita Street from Westminster Avenue to Anabel Street. The improvements include construction of a storm drain, catch basins, new traffic striping and removal and replacement of concrete cross gutters. This storm drain system will help to alleviate flooding on La Bonita Street and Anabel Street, both of which flood during an average rainfall event.

DISCUSSION

Eight (8) qualified bids were received and opened in the City Clerk's office at 11:00 a.m. on February 6, 2019. The lowest qualified bidder was All Cities Engineering, Inc., with a total bid of \$790,658. The contractor withdrew his bid because he made an error in his submittal. The second lowest bidder is Vasilj, Inc., with a total bid of \$1,064,980. This bid is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

- Award Contract February 26, 2019
- Begin Construction (estimated) April 8, 2019
- Complete Construction (estimated) July 31, 2019

FINANCIAL IMPACT

This improvement is included in the 2018-19 Capital Improvement Budget and is funded by a Community Development Block Grant (CDBG), general fund, and drainage fees.

RECOMMENDATION

It is recommended that the City Council:

- Award a Contract to Vasilj, Inc., in the amount of \$1,064,980, for Project No. 7407 La Bonita Street Storm Drain Improvements; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Navin Maru
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BID SUMMARY SHEET	2/20/2019	Backup Material	2-26-19_BIDSUMMARY._1.docx
VISILJ AGREEMENT	2/22/2019	Backup Material	2-26-19_La_Bonita_Storm_Drain_Agreement_-_Attachment_No._2_City_Atty_Revised_2.pdf

ATTACHMENT # 1

***CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION***

BID SUMMARY SHEET

FOR

PROJECT NO. 7407 LA BONITA STREET STORM DRAIN IMPROVEMENTS

BID OPENING: DATE: February 6, 2019

TIME: 11:00 A.M.

ENGINEER'S ESTIMATE: \$ 794,075.00

<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
<i>All Cities Engineering, Inc., Jurupa Valley</i>	<i>\$ 790,658.00</i>	<i>- 00.004% Under</i>
<i>Vasilj, Inc., Irwindale</i>	<i>\$1,064,980.00</i>	<i>+34.12 % Over</i>
<i>Kordich Construction, Inc., Cypress</i>	<i>\$1,078,830.00</i>	<i>+35.86 % Over</i>
<i>Wright Const, Eng. Corp., San Marcos</i>	<i>\$1,144,090.00</i>	<i>+44.08 % Over</i>
<i>Paulus Engineering, Inc., , Anaheim</i>	<i>\$1,213,843.00</i>	<i>+52.86 % Over</i>
<i>Cedro Construction, Inc., Santa Paula</i>	<i>\$1,347,100.00</i>	<i>+69.64 % Over</i>
<i>SRD Engineering, Inc., Anaheim</i>	<i>\$1,568,094.00</i>	<i>+97.47 % Over</i>
<i>Ramona Inc., Baldwin Park</i>	<i>\$1,688,925.00</i>	<i>+126.91 % Over</i>

CONSTRUCTION AGREEMENT

Vasilj, Inc.

THIS AGREEMENT is made this _____ day of _____, 2019 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **Vasilj, Inc.**, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **LA BONITA STREET STORM DRAIN IMPROVEMENTS, CITY PROJECT NO. 7407-2018**.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Development Block Grant;

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as LA BONITA STREET STORM DRAIN IMPROVEMENTS, in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK• PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that

CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. The CITY's standard Plans and Specifications and special contractual provisions, including those on file in the office of the Director of Public Works of CITY and adopted by the City Council, and any revisions, amendments or addenda thereto;
- D. The edition of Standard Specifications for Public Works Construction, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addenda applicable to the Project;
- E. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").
- F. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Public Works of CITY (hereinafter referred to as "DPW"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DPW, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **Dollars \$1,064,980.00 (One Million Sixty Four Thousand Nine Hundred and Eighty Dollars)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **seventy five (75) working days** from the day the Notice to Proceed is issued by DPW, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DPW. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DPW may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DPW, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DPW.

When directed to change the work, CONTRACTOR shall submit immediately to DPW a written cost proposal reflecting the effect of the change. Should DPW not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DPW and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **Eighteen hundred Dollars (\$ 1,800.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder. For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DPW shall grant a further period of time), notify DPW in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DPW shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

(c) Payment of an amount the CITY disputes;

(d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

(e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DPW (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DPW shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DPW shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DPW in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DPW's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the City Engineer, in writing, either within fifteen (15) days of receipt of the City Engineer's response or within fifteen (15) days of the DPW's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DPW shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Engineer shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter I (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DPW may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DPW shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DPW will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DPW, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DPW finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DPW, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and

CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DPW, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DPW its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CG 20 26 07 04 & Form CG 20 37 07 04 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CA 20 48 02 99 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom

permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVISBACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not

accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Navin B. Maru
11222 Acacia Parkway
Garden Grove, CA 92648
(714) 741-5180 Phone
(714) 741-5578 Fax

TO CONTRACTOR:

Vasilj, Inc.
Tanja Burleson, Assitant to President
15531 Arrow Hwy
Irwindale, CA 917069
(626) 480-1442 Phone
(626) 480-1610 Fax

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this

Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITYs consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and Exhibits "A" through "C" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

37. FHWA-1273 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

Performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially

involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the

collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the

project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the

appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the

Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship

Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a

subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

Vasilj, Inc.

CONTRACTOR'S State License No. **711040**
(Expiration Date: August 31, 2019)

By:

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Resolution establishing the composition of the Measure O – Citizens’ Oversight Committee, setting purpose, scope of responsibility, composition, structure and other related matters. (Continued from the February 12, 2019, meeting) (<i>Action Item</i>)		
		Date:	2/26/2019

OBJECTIVE

For the City Council to adopt the attached Resolution establishing the composition of the Measure O – Citizens’ Oversight Committee, setting purpose, scope of responsibility, composition, structure and other related matters.

BACKGROUND

On November 6, 2018, the voters of the City of Garden Grove passed Measure O – Garden Grove Public Safety/9-1-1 and Vital City Services Measure, an initiative ordinance authorizing a one-cent (1%) transactions and use (sales) tax. The ordinance calls for the City to establish a Measure O Citizens’ Oversight Committee.

The ordinance states that the measure will be “subject to a clear system of accountability, including public audits and disclosures of all funds spent to ensure that all funds are spent properly” and “include strict Citizen Oversight, giving an independent voice in overseeing the measure’s funds”. This report discusses the implementation of Measure O specifically as it relates to the formation of a Citizens’ Oversight Committee, its purpose, composition, structure and other related committee matters.

DISCUSSION

The attached resolution provides a suggested structure and organization of the Measure O – Citizens’ Oversight Committee. Major topics included in the Oversight Committee policy include the following:

- Purpose of the Oversight Committee
- Member composition and term of office
- Scope of responsibilities and authority
- Committee structure and applicability to existing City policies and practices
- Committee meeting schedule and reporting responsibilities

Committee Purpose:

The purpose of the Measure O Citizens' Oversight Committee will be to review the City's annual general fund budget, mid-year budget, and year-end audited financial information in regards to the receipt and expenditure of the fiscal year's one-cent transactions and use (sales) tax revenue. This review will be based on the City's Measure O Ordinance No. 2897 and input received via the Community Priorities Survey. The committee will communicate its findings to the public and the City Council annually.

Committee Composition:

The Oversight Committee shall consist of seven members. At least one member must represent the business community as an owner or representative of a local business; at least one member must be an active senior resident (age 62 or older); at least two members must have background in finance/accounting; and the remaining three members will be members of the community at-large. All members must be at least 18-years of age and reside within the State of California and be residents or business owners/representatives in the City of Garden Grove. All members shall be registered voters. With seven members, the Committee will provide strong oversight of the Measure O revenues and expenditures without creating the challenges posed by larger committees.

Committee Member Terms of Office:

Pursuant to Garden Grove Municipal Code Section 2.21.012 Terms of Office, the term of office for all members of boards, commissions, and committees shall be from the date of appointment to the date of the first meeting of the City Council following each regular municipal election; provided, however, that a member shall remain in office until his or her successor is appointed or as otherwise set forth herein.

First Term		Future Terms – 2 years	
Appointment	Expiration	Appointment	Expiration
April 2019	December 2020	January 2021	December 2022

Committee Appointments:

The Committee shall be appointed through the normal City Council Committee/Commission Appointments process. Pursuant to Garden Grove Municipal Code Section 2.21.010, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute. As with other city commissions and committees, there will be an application required for Measure O Oversight Committee consideration.

Upon approval of the Oversight Committee resolution and adoption of policies, the dates for the filling of the initial oversight committee positions will be the following:

Process	Dates
Application Period:	February 27, 2019 – 7:30am to March 14, 2019 -5:30pm
Council Review:	Week of March 18 th
City Council Appointments:	City Council Meeting, March 26, 2019

Committee Organization and Use of Existing City Practices:

Staff recommends that the Committee follow all relevant existing City practices in terms of organization and conduct. Specifically, that the Committee:

- Elect the Chair and Vice Chair;
- Operate in accordance with the Ralph M. Brown Public Meetings Act and shall conduct its meetings in accordance with the provisions thereof;
- Operate in accordance with City of Garden Grove - City Council Policy, Commission/Committee Appointments, except where the Measure O Citizens' Oversight Committee Resolution (Policies) specifically addresses a topic;
- Operate in accordance with City of Garden Grove Administrative Directives or Policies related to Ethics Training for Elected Officials; Appointees to Certain Boards, Commissions, and Committees; and Designated Employees;
- Comply with all State and local mandated conflict of interest/economic interest disclosure requirements, if required by law;
- Receive no compensation for service on the Committee.

Committee Meeting Schedule:

The City's budget development occurs from January through August; the audited financial statement is typically complete by the end of January; and the mid-year financial report is normally completed in March. Consequently, the Committee will be active from January through August each year with two meetings anticipated annually. The exact meeting schedule (days/times/locations) will be dependent upon the budget preparation schedule, which changes slightly from year to year. No specific hearing dates and times have been established in this resolution in order to allow staff to work with the appointed Committee members to identify days/times that work well for the membership. All Oversight Committee meetings will be public and will be agendized in accordance with the Brown Act.

Committee Reports:

The Committee shall present to the Council, in public session, an annual written report which shall include the following:

- A summary of the Committee's proceedings and activities during the most recent review period.
- A response to the following questions will be addressed in the annual report:
 1. Does the current audited financial information reflect that the Measure O – Public Safety and Vital City Services tax was collected and appropriately spent?
 2. Does the City's General Fund annual budget and CIP plan protect and maintain the City's core services including public safety?

The report prepared by the Committee documenting their findings and recommendations will be presented to the City Council at a public meeting and will be public record. The report will also be posted on the City's website.

More detail is provided in the attached Measure O – Citizens’ Oversight Committee Policies.

FINANCIAL IMPACT

No direct costs, although there will be indirect soft costs associated with staff support of the Oversight Committee.

RECOMMENDATION

It is recommended that the City Council:

- Adopt a Resolution defining the composition of the Measure O – Citizens’ Oversight Committee, its purpose, terms of office, scope of responsibilities and other related matters.

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution - Measure O Citizens Comm	2/7/2019	Resolution	2-12-19_CC_Measure_O_-_Citizens.pdf
Measure O Citizen Oversight Committee Policies	2/5/2019	Backup Material	DOC-20190205-10_07_55.pdf
Measure O Citizen Oversight Committee Application	2/6/2019	Cover Memo	Measure_O_Citizen_Oversight_Committee_Application.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
DEFINING THE COMPOSITION OF THE MEASURE O – CITIZENS' OVERSIGHT
COMMITTEE, PURPOSE, TERMS OF OFFICE FOR COMMITTEE MEMBERS, THE SCOPE
OF THE COMMITTEE'S RESPONSIBILITIES AND OTHER RELATED MATTERS

WHEREAS, on November 6, 2018, Garden Grove voters passed Ordinance No. 2897, also known as Measure O, imposing a one-cent (1%) transactions and use (sales) tax;

WHEREAS, Garden Grove merchants will begin collecting the tax on behalf of the City of Garden Grove on April 1, 2019;

WHEREAS, Ordinance No. 2897 states that the measure will be "subject to a clear system of accountability, including public audits and disclosures of all funds spent to ensure that all funds are spent properly" and "include strict Citizen Oversight, giving an independent voice in overseeing the measure's funds";

WHEREAS, this Resolution establishes a Measure O – Citizens' Oversight Committee; and

WHEREAS, this Resolution sets the composition of the Measure O – Citizens' Oversight Committee, its purpose, the terms of office, and defines the scope of the committee's responsibilities; and other related matters.

NOW, THEREFORE, THE CITY OF GARDEN GROVE CITY COUNCIL DOES
HEREBY RESOLVES, DETERMINES, AND FINDS AS FOLLOWS:

SECTION 1. The Measure O – Citizens' Oversight Committee's composition, terms of office, scope of responsibilities and other related matters shall be as described in Exhibit A to this Resolution, incorporated herein by reference.

SECTION 2. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and enter it into the book of original Resolutions.

City of Garden Grove
Measure O – Public Safety/9-1-1 and Vital City Services
Citizens' Oversight Committee

1. **Purpose:** The purpose of the Measure O Citizens' Oversight Committee will be to review the City's annual general fund budget, mid-year budget, and year-end audited financial information in regards to the receipt and expenditure of the fiscal year's one-cent transactions and use (sales) tax revenue. This review will be based on the City's Measure O Ordinance No. 2897 and input received via the Community Priorities Survey. The committee will communicate its findings to the public and the City Council annually.
2. **Committee Responsibilities:** The oversight committee responsibilities for each of the years that the Measure O one-cent (1%) transactions and use (sales) tax is collected is:
 - 2.1. Review year-end audited financial information which will include Measure O tax revenue and expenditures.
 - 2.2. Review the mid-year financial report of general fund revenues and expenditures.
 - 2.3. Review the annual general fund operating budget.
 - 2.4. Review the above reports based on the City's Measure O Ordinance No. 2897 and input via the Community Priorities Survey.

The Committee shall produce a report that records the results of its review of the City's annual general fund budget, mid-year budget, and year-end audited financial information for expenditures from revenue generated from the Measure O tax. The report shall be presented to the Council at a public meeting and shall be a public record. The report will also be posted on the City's website. The committee shall confine itself specifically to a high level review of revenues generated under Measure O and related expenditures.

The Oversight Committee responsibilities do NOT include the following:

- Enterprise and other funds generated independent of Measure O;
- Enterprise and other fund expenditures independent of Measure O;
- Decision-making on spending priorities;
- Authority to direct City staff or other officials.

3. **Committee Composition:** The Oversight Committee shall consist of seven members. At least one member must represent the business community as an owner or representative of a local business; at least one member must be an active senior resident (age 62 or older); at least two members must have background in finance/accounting; and the remaining three members will be members of the community at-large.

The following rules apply to all members:

- 3.1. All members shall be at least 18-years of age and reside within the State of California and be residents or business owners/representatives in the City of Garden Grove. All members shall be a registered voter. (Confirmation can be made by the voter through the OC Registrar of Voters website.)
- 3.2. Committee members may not be current Garden Grove employees, Garden Grove City Council members, or any vendor, contractor, or consultant with active contracts or agreements with the City of Garden Grove.
- 3.3. In making its appointment to the Oversight Committee, the Council may, at its discretion, consider various factors applicable to each candidate including, but not limited to, (i) residency in the City, (ii) whether the candidate is a registered voter within the City, and (iii) the candidate's professional (including financial or accounting experience) and educational background which supports or complements the purposes of the Oversight Committee.
4. **Committee is Advisory:** Advisory bodies play an important role in City government by assisting and advising the City Council. The primary role of an advisory body is to provide judicious advice to the City Council, the elected policy making body of the City. The advisory body's role can include the review of written and financial information, facilitating the study of issues, assessing the alternatives regarding issues of community concern and ultimately forwarding recommendations through Staff Liaison to the City Council for its consideration.
5. **Committee Member Terms of Office:** Pursuant to Garden Grove Municipal Code Section 2.21.012 Terms of Office, the term of office for all members of boards, commissions, and committees shall be from the date of appointment to the date of the first meeting of the City Council following each regular municipal election; provided, however, that a member shall remain in office until his or her successor is appointed or as otherwise set forth herein.

First Term		Future Terms – 2 years	
Appointment	Expiration	Appointment	Expiration
April 2019	December 2020	January 2021	December 2022

6. **Committee Organization and Use of Existing City Practices:** The Committee shall follow all relevant existing City practices in terms of organization and conduct. Specifically:
 - 6.1. Elect the Chair and Vice Chair;
 - 6.2. Operate in accordance with the Ralph M. Brown Public Meetings Act and shall conduct its meetings in accordance with the provisions thereof;
 - 6.3. Operate in accordance with City of Garden Grove - City Council Policy, Commission/Committee Appointments, except where the Measure O Citizens' Oversight Committee Resolution (Policies) specifically addresses a topic;

- 6.4. Operate in accordance with City of Garden Grove Administrative Directives or Policies related to Ethics Training for Elected Officials; Appointees to Certain Boards, Commissions, and Committees; and Designated Employees;
 - 6.5. Comply with all State and local mandated conflict of interest/economic interest disclosure requirements, if required by law;
 - 6.6. Receive no compensation for service on the Committee.
7. **Committee Appointments / Attendance / Removal / Vacancy:** The Committee shall be appointed through the normal City Council Committee/Commission Appointments process. Pursuant to Garden Grove Municipal Code Section 2.21.010, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute. There will be an application for Measure O Oversight Committee consideration. The power to make determinations as to appointments, attendance, removal and vacancies on the Oversight Committee is expressly reserved by the City Council.
- 7.1. For committee's to function effectively and accomplish their goals, all members must be active participants. This means all members must be present at all meetings. Committee members must inform the staff liaison prior to the meeting if they are unable to attend.
 - 7.2. The Council may remove any Committee members for any reason in accordance with established committee/commission removal processes outlined in Municipal Code section 2.21.014.
 - 7.3. If a Committee member resigns or is removed by the Council, his or her seat shall be declared vacant. The Council in accordance with established appointment processes contained in Municipal Code section 2.21.13 shall fill any vacancies on the Committee.
 - 7.4. A Committee member may be removed as may otherwise be prescribed or required by law.
8. **Staff Support / Authority of Committee:** Staff from the Finance Department will have primary responsibility for providing administrative support to the Measure O Citizens' Oversight Committee as shall be consistent with the Committee's purpose. The City Manager or his/her designee may also act as staff liaison to the Committee. Oversight Committee members do not have the authority to direct staff of the City or other officials.
9. **Committee Meeting Schedule:** The City's budget development occurs from January through August; the audited financial statement is typically complete by the end of January; and the mid-year financial report is normally completed in March. Consequently, the Committee will be active from January through August each year with two meetings anticipated annually. The exact meeting schedule (days/times/locations) will be dependent upon the budget preparation schedule, which changes slightly from year to year. No specific hearing dates and times have been established in this resolution in order to allow staff to work with the appointed Committee members to identify days/times that work well for the membership. All Oversight Committee meetings will be public and will be agendaized in accordance with the Brown Act.

10. **Committee Reports:** The Committee shall present to the Council, in public session, an annual written report which shall include the following:

10.1. A summary of the Committee's proceedings and activities during the most recent review period.

10.2. A response to the following questions will be addressed in the annual report:

10.2.1. Does the current audited financial information reflect that the Measure O – Public Safety and Vital City Services tax was collected and appropriately spent?

10.2.2. Does the City's proposed General Fund annual budget and CIP plan protect and maintain the City's core services including public safety?

The report prepared by the Committee documenting their findings and recommendations will be presented to the City Council at a public meeting and will be public record. The report will also be posted on the City's website.

11. **Amendment of Policy and Regulations:** The policies and regulations of the Oversight Committee may be subject to later and further amendments by the City Council and its discretion.



Menu

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Commissions and Committee Applications

Indicates required field

[Read about Garden Grove Commissions](#)

Commission

- ☐ Administrative Board of Appeals
- ☐ Downtown Commission
- ☐ Neighborhood Improvement and Conservation Commission
- ☐ Parks, Recreation, and Arts Commission
- ☐ Planning Commission
- ☐ Traffic Commission

Committee

- ☒ Measure O Citizen Oversight Committee

Measure O Citizen Oversight Committee

The purpose of the Measure O Citizen's Oversight Committee is to review the City's annual general fund budget, mid-year budget, and year-end audited financial information in regards to the receipt and expenditure of the fiscal year's one-cent transactions and use (sales) tax revenue. This review will be based on the City's Measure O Ordinance No. 2897 and input received via the Community Priorities Survey. The committee will communicate its findings to the public and the City Council annually.

Please identify the type of position for which you are applying:

- ☐ Active resident senior (62+)
- ☐ GG business member (GG business owner or representative)
- ☐ Finance/accounting background
- ☐ Resident at-large

Background and Personal Data Outline

First Name

Last Name

Home Address

Home Zip

Business Address

Business Zip

Home Telephone

Business Telephone

Cell Phone

Email Address

Provide your qualifications and/or experience relevant to the purpose and responsibilities of the Measure O Citizens' Oversight Committee. Please include any specific financial or accounting work experience.

List courses of study or emphasis which may have a bearing on selection

Present or past employment which may relate to your interest and/or ability in this area

List current membership in organizations and offices held as they may relate to this selection

Please provide any additional information which may be helpful for selection

Garden Grove Commissions Application

- ☐ Yes, I am a registered voter in Garden Grove (with the exception of applicants filing for the GG Business member position pursuant to Resolution No. 9523-18)

I have completed this application with the knowledge and understanding that any or all items may be verified and I wish to continue with my submission.

Submit

City Hall Hours

Monday thru Thursday

7:30am - 5:30pm

Alternating Fridays

7:30am - 5:00pm

2019 Calendar

Contact

Garden Grove City Hall
11222 Acacia Parkway
Garden Grove, CA 92840

Phone: (714) 741 - 5000
Directory

Connect



Social Media Directory
info@ggcity.org