

AGENDA



Garden Grove City
Council

Tuesday, April 26, 2016

6:30 PM

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

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

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

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

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

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

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

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

Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight: Recognition of Garden Grove College Graduates Class of 2016.
- 1.b. Police Department Medal of Merit awarded to Investigator Michael Farley.

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

3. WRITTEN COMMUNICATIONS

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

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

- 4.a. Approval of a Lease Agreement for property located at 11554 Salinaz Avenue, Garden Grove. (Cost: \$40,764) *(Action Item)*
- 4.b. Adoption of a Resolution authorizing the receipt of Grant Funding from the Orange County Transportation Authority for the 2016 Tier 1 Environmental Cleanup Grant program. *(Action Item)*
- 4.c. Acceptance of Project No. 7271-Brookhurst Street Rehabilitation from Trask Avenue to Garden Grove Boulevard, and from Hazard Avenue to Westminster Avenue, and HAWK Pedestrian Signal Installation as complete. *(Action Item)*
- 4.d. Adoption of a Resolution approving an amendment to the asbestos

and lead abatement service contract with Edgar Gonzalez for 12302 Harbor Boulevard, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, and 12571 Twintree Lane, Garden Grove. (Cost: \$47,000) *(Action Item)*

4.e. Receive and file minutes from the March 22, 2016, meeting. *(Action Item)*

4.f. Approval of Warrants. *(Action Item)*

4.g. Approval to waive full reading of Ordinances listed. *(Action Item)*

5. PUBLIC HEARINGS

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

5.a. Consideration of proposed voting district maps for the formation of six Council Districts, Public Hearing to receive public input on district boundaries and introduction of an ordinance implementing by-district elections. *(Action Item)*

6. COMMISSION/COMMITTEE MATTERS

6.a. Appointment of Lac Tan Nuygen to the Planning Commission. *(Action Item)*

6.b. Confirmation of the Vacancy of Commissioner Michael Pauwels from the Main Street Commission. *(Action Item)*

7. ITEMS FOR CONSIDERATION

7.a. Consideration and approval of agreement with the Orange County Humane Society for animal shelter services. *(Action Item)*

7.b. Discussion of February 24, 2016, District Attorney report regarding allegations of Brown Act violations, and Adoption of a Resolution designating City Clerk as Closed Session Recorder. *(Action Item)*

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

8.a. Discussion of a Resolution urging the President and the State Department to call for the release of Nguyen Van Dai, as requested by Mayor Nguyen.

8.b. Discussion regarding the Municipal Code requirements for front yard landscaping and paving, as requested by Council Member Bui.

9. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday,

May 10, 2016, at 5:30 p.m. at the Community Meeting Center,
11300 Stanford Avenue, Garden Grove, CA.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of a Lease Agreement Date: 4/26/2016 for property located at 11554 Salinaz Avenue, Garden Grove. (Cost: \$40,764) (<i>Action Item</i>)		

OBJECTIVE

To obtain City Council approval to extend the current lease of the building located at 11554 Salinaz Avenue to use for the storage of property and evidence acquired by the Police Department.

BACKGROUND

The Property and Evidence storage area at the Police Department is filled to capacity and has been for several years. Over the last several years, we have reduced the number of items stored by reviewing all of our cases that involve stored or seized property. We have incorporated new procedures to release or destroy all unneeded property/evidence as soon as legally possible. Although we have been successful in reducing the amount of property stored, the Property and Evidence building is still filled to capacity.

In July of 2007, the City of Garden Grove entered an agreement to lease the property at 11554 Salinaz Avenue. The intent was to provide a large, secure area for the storage of evidence and other property. The property at 11554 Salinaz has fulfilled the needs of the Department , freeing up much needed space at the Property and Evidence Building.

The modification of the Police facility is part of the "Civic Center, Public Safety Master Plan". This plan may include a redesign of the existing Property and Evidence Building. Leasing the property at 11554 Salinaz Avenue provides a safe and secure area to store property while the Department evaluates all options relating to this building redesign.

The Police Department is requesting the lease of the property at 11554 Salinaz Avenue be extended through June 30th, 2019, while this building redesign plan is considered. The property at 11554 Salinaz Avenue is currently available, and extending the contract now will ensure its availability during this period.

The current lease contract expires June 30th, 2016. The attached lease extension agreement would extend the current contract for three more years, through June 30th, 2019. The contract includes a one-year option to renew, which would allow us to extend the contract through June 30th, 2020.

The property at 11554 Salinaz Avenue is owned by Newhope Business Park. It is approximately 3,600 square feet and would be leased to the City for \$3,397.00 per month, which would be \$40,764.00 per year. The Department would continue to use the location to store property and evidence.

FINANCIAL IMPACT

The rent for the building is tied to the "Consumer Price Index" and will be reevaluated each year. The monthly rent will increase as follows:

- July 1, 2017-June 30, 2018: CPI Increase
- July 1, 2018-June 30, 2019: CPI Increase

Over the last Nine (9) years we have been renting this building, the "Consumer Price Index" increases have been very minor. For example, the rent from July 1, 2015, to June 30, 2016 is \$3,347 per month. For the period starting July 1, 2016 through June 30, 2017, the rent will be \$3,397 per month, an increase of only \$50 per month. If the Consumer Price Index does not increase, the total cost of this contract over three years would be \$122,292. This cost would be absorbed in the Police Department's budget.

RECOMMENDATION

Staff recommends that the City Council:

- Approve the extension of the lease of the property located at 11554 Salinaz Avenue;
- Authorize the City Manager and City Clerk or their designee(s) to execute the lease agreement.

By: Ted Peaslee, Lieutenant Support Services Bureau

ATTACHMENTS:

Description	Upload Date	Type	File Name
Lease Extension Agreement	4/7/2016	Cover Memo	Lease_extension_agreement.pdf

LEASE EXTENSION AGREEMENT

Entered into this 22nd day of February, 2016 by and between Glen A. Wilson, hereinafter referred to as the LESSOR and City of Garden Grove, hereinafter referred to as LESSEE.

In reference to that certain lease agreement entered into on the 5th day of April, 2007 by and between the LESSOR and LESSEE in which the LESSOR leased to the LESSEE the property commonly known as 11554 Salinaz Ave., Garden Grove, California for a period of five (5) years commencing on the 1st day of July, 2007 and ending on the 30th day of June, 2012.

In further reference to the Lease Extension Agreement dated February 15, 2011 in which LESSOR and LESSEE agreed to extend said lease for the period July 1, 2012 through June 30, 2015. The agreement contained an Option to Renew for the period July 1, 2015 through June 30, 2016 which the LESSEE exercised.

NOW, THEREFORE, the LESSEE is desirous of extending said lease for the period July 1, 2016 through June, 2019. The LESSOR hereby agrees to this three (3) year extension. The monthly rent shall remain at \$3,397.00 per month.

The monthly rent shall increase annually as follows:

July 1, 2017 – June 30, 2018: CPI* Increase
July 1, 2018 – June 30, 2019: CPI* Increase

*Based on any increase in the Cost of Living as measured by the Consumer Price Index-All Items (1982-84=100) March, 2016 versus March, 2017 and March, 2017, Versus March, 2018.

The LESSOR grants to the LESSEE a one (1) year option to renew for the period July 1, 2019 through June 30, 2020. The monthly rent shall increase based on any increase in the Cost of Living as measured by the Consumer Price Index-All Items (1982-84=100) March, 2018 versus March, 2019. **The LESSEE must notify the LESSOR in writing of its intention to exercise or not to exercise this one (1) year option one hundred twenty (120) days prior to the expiration of the lease. Should the LESSEE not notify the LESSOR of its intention the lease will automatically renew for the period July 1, 2019 through June 30, 2020.**

All other terms and conditions of said lease shall remain in full force and effect.

THE PARTIES HERETO HAVE EXECUTED THIS LEASE EXTENSION AGREEMENT AT THE PLACE AND ON THE DATES SPECIFIED IMMEDIATELY ADJACENT TO THEIR RESPECTIVE SIGNATURES.

LESSOR: Glen A. Wilson

LESSEE: City of Garden Grove

Glen A. Wilson date
8121 Katella Avenue
Stanton, CA 90680

date
11554 Salinaz Ave.
Garden Grove, CA 92843

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution authorizing the receipt of Grant Funding from the Orange County Transportation Authority for the 2016 Tier 1 Environmental Cleanup Grant program. (<i>Action Item</i>)		
		Date:	4/26/2016

OBJECTIVE

For City Council to adopt a Resolution authorizing the receipt of grant funding from the Orange County Transportation Authority (OCTA) for the 2016 Tier 1 Environmental Cleanup Program for the Magnolia Street and Euclid Street Irrigation Retrofit Projects.

BACKGROUND

OCTA developed the Environmental Cleanup Tier 1 Grant Program (Tier 1) to help protect Orange County beaches and waterways from transportation-generated pollution and to improve overall water quality in the region. Among eligible project types, the Tier 1 funds the installation of drip irrigation systems at median locations citywide.

DISCUSSION

Staff has submitted three (3) grant proposals that include removing turf and overhead sprinkler systems and replacing them with drip irrigation systems and drought-tolerant landscaping. Per grant eligibility guidelines, the City is also required to submit a resolution authorizing the receipt of grant funding during the selection process.

The prioritized locations chosen for this grant cycle include the following median segments:

- Magnolia Street (Trask Avenue - Garden Grove Boulevard)
- Euclid Street (Westminster Avenue -Trask Avenue and Chapman Avenue to Katella Avenue)

- Euclid Street (Lampson Avenue - Chapman Avenue)

FINANCIAL IMPACT

There is no impact to the General Fund. The City is requesting \$500,000 from OCTA. Matching funds total \$342,000 and will include Gas Tax, Measure M2 and Water Enterprise funding sources.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution authorizing the receipt of 2016 Tier 1 Environmental Cleanup Program funds from the Orange County Transportation Authority.

By: Ana Neal, Senior Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	4/20/2016	Resolution Letter	Tier_1_Grant_Funding.doc

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AUTHORIZING RECEIPT OF FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1
GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY
ORDINANCE NO. 3 FOR THE 2016 TIER 1 MAGNOLIA STREET AND EUCLID STREET
IRRIGATION RETROFIT PROJECTS

WHEREAS, Orange County Local Transportation Authority Ordinance No. 3, dated July 24, 2006, known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan, makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality;

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding of equipment purchases and installation to catch basins in accordance with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects;

WHEREAS, the Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals for grant funding;

WHEREAS, the City of Garden Grove possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project;

WHEREAS, by formal action, the City Council of the City of Garden Grove authorizes the nomination of the 2016 Tier 1 Magnolia Street and Euclid Street Irrigation Retrofit Projects, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Garden Grove to act in connection with the nomination and to provide such additional information as may be required;

WHEREAS, the City of Garden Grove will maintain and operate the equipment acquired and installed;

WHEREAS, the City of Garden Grove will give OCTA's representatives access to and the right to examine all records, books, papers, or documents related to the funded Tier 1 Grant Project;

WHEREAS, the City of Garden Grove will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and the project will be carried to completion with reasonable diligence;

WHEREAS, the City of Garden Grove will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations with regard to the project;

WHEREAS, the City of Garden Grove must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of Renewed Measure M Ordinance eligibility requirements; and

WHEREAS, the City of Garden Grove authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the OCTA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove hereby authorizes the Public Works Director as the official representative of the City of Garden Grove to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the 2016 Tier 1 Magnolia Street and Euclid Street Irrigation Retrofit Projects.

BE IT FURTHER RESOLVED that the City Council of the City of Garden Grove, agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

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 No._7271-Brookhurst Street Rehabilitation from Trask Avenue to Garden Grove Boulevard, and from Hazard Avenue to Westminster Avenue, and HAWK Pedestrian Signal Installation as complete. (<i>Action Item</i>)		
		Date:	4/26/2016

OBJECTIVE

For City Council to accept the above Project as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

The project consists of roadway rehabilitation by full depth reclamation with cement treatment, asphalt paving, and cold milling, removal and reconstruction of sidewalk, curb, curb & gutter, drive approach, cross gutters, and handicap ramps, adjustment of utility covers to finish surface, installation of video detection system, traffic striping, signage, installation of HAWK pedestrian signal and other items required by the plans and specifications.

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 (Fund 061 and 075), Federal Grants (Fund 359), Safe Routes to School (Fund 283), and Measure "M2" (Fund 422) funds and were completed within the project budget and schedule. The retention payment will be released after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 7271 - Brookhurst Street Rehabilitation from Trask Avenue to Garden Grove Boulevard, and from Hazard Avenue to Westminster Avenue, and HAWK Pedestrian signal Installation as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Nick Hsieh, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
NOTICE OF COMPLETION PROJECT 7271	4/14/2016	Cover Memo	4.26.16_ATTACHMENT_NOC_7271.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. 7271,
BROOKHURST STREET REHABILITATION FROM TRASK AVENUE TO GARDEN
GROVE BOULEVARD AND FROM HAZARD AVENUE TO WESTMINSTER AVENUE,
AND HAWK PEDESTRIAN SIGNAL INSTALLATION**

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 15th day of July 2015, 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 15th day of March, 2016 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. 7271,
BROOKHURST STREET REHABILITATION FROM TRASK AVENUE TO GARDEN
GROVE BOULEVARD AND FROM HAZARD AVENUE TO WESTMINSTER AVENUE,
AND HAWK PEDESTRIAN SIGNAL INSTALLATION**

NAME OF SURETY on
Labor and Material Bond is:

WESTERN SURETY COMPANY
915 WILSHIRE BLVD, SUITE 1650
LOS ANGELES, CA 90017
Tel No. (866) 404-7926

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove

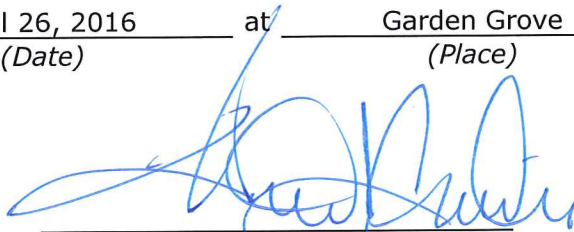
STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

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

Executed on April 26, 2016 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:	Kingsley Okereke
Dept.:	City Manager	Dept.:	Finance
Subject:	Adoption of a Resolution approving an amendment to the asbestos and lead abatement service contract with Edgar Gonzalez for 12302 Harbor Boulevard, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, and 12571 Twintree Lane, Garden Grove. (Cost: \$47,000) (<i>Action Item</i>)		
		Date:	4/26/2016

OBJECTIVE

It is requested that the City Council adopt the attached resolution approving an amendment to the Asbestos and Lead Abatement Services Contract with Edgar Gonzalez for asbestos and lead abatement at 12302 Harbor Boulevard, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, and 12571 Twintree Lane, Garden Grove (collectively, the "Properties").

BACKGROUND

The Garden Grove Agency for Community Development ("Former Agency") acquired the Properties for the purpose of conveying and developing an upscale hotel and related amenities at the northwest corner of Harbor Boulevard and Twintree Lane. The Properties were transferred to the City pursuant to the Long Range Property Management Plan after compensation agreements were executed with the taxing agencies. On April 9, 2013, the City of Garden Grove and the Developer negotiated the terms of a hotel development agreement entitled, "Grove District Resort Hotel Development Agreement" ("Resort Agreement") for the proposed development of Site "C" (the "Project"). Pursuant to the Resort Agreement, the City is to demolish all site improvements prior to the conveyance of the Properties to the developer.

DISCUSSION

The Properties have deteriorated rapidly since they were acquired. The Properties have been repeatedly vandalized due to the fact that they have remained vacant for

an extended period of time. The Properties are in poor condition and pose an immediate health and safety concern to the surrounding neighborhood and are a liability to the City.

Section 2.50.070 of the Garden Grove Municipal Code authorizes the City Council to proceed with the repairs of a public facility without adopting plans, specifications, working details, or notice inviting bids in cases of emergency. The structures were inspected by Building Division staff and the Chief Building Official has issued an order to demolish the structures immediately (see Attachment), constituting an emergency situation.

Prior to the demolition of structures, all asbestos containing material ("ACM") must be removed as identified by an asbestos survey. An Asbestos and Lead Abatement Services Contract was executed with Edgar Gonzalez in the amount of \$49,000. At the time of asbestos abatement, significant amounts of ACM was discovered in all of the Properties. The additional ACM was located in areas that were inaccessible to the asbestos surveyor during the initial inspection. The removal of the additional ACM will cost an additional \$47,000.

FINANCIAL IMPACT

There will be no impact to the General Fund. The project will be paid from the Economic Development Fund/Package: 106/8850 in the amount of \$47,000.

RECOMMENDATION

Based on the foregoing information, staff recommends that the City Council:

- Adopt the attached Resolution approving the Amendment to the Asbestos and Lead Abatement Services Contract with Edgar Gonzalez increasing the contract amount by \$47,000 for removal of asbestos containing material at 12302 Harbor Boulevard, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, and 12571 Twintree Lane, in Garden Grove.
- Authorize the City Manager to make minor modifications if necessary to do so.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	4/18/2016	Cover Memo	Asbestos_Resolution.docx
Notice of Demolition	4/14/2016	Cover Memo	Notice_of_Demolition.pdf
Contract Amendment	4/18/2016	Cover Memo	Contract_Amendment.pdf

RESOLUTION NO. _____

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
GARDEN GROVE APPROVEING AN AMENDMENT TO AN
ASBESTOS AND LEAD ABATEMENT CONTRACT IN
ACCORDANCE WITH SECTION 2.50.070 OF THE GARDEN
GROVE MUNICIPAL CODE FOR REMOVAL OF LEAD AND
ASBESTOS CONTAINING MATERIAL FROM
SUBSTANDARD STRUCTURES AT THE SITE C PROJECT
SITE AND MAKING CERTAIN OTHER FINDINGS IN
CONNECTION THEREWITH**

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

WHEREAS, on June 14, 2011, the Former Agency approved a Disposition and Development Agreement (“DDA”) with Land & Design Inc., (“Developer”) for the conveyance and development of an upscale hotel and related amenities at the Property; and

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

WHEREAS, the DOF deemed that the DDA is not an enforceable obligation which resulted in a lack of funding for property maintenance of the Property, which accelerated its deterioration; and

WHEREAS, on April 9, 2013, the City of Garden Grove, a municipal corporation (“City”), and the Developer, executed a separate hotel development agreement entitled, “Grove District Resort Hotel Development Agreement” for the proposed development of the Property, which consists of the construction of an upscale select service hotel (the “Site C Project”) and;

WHEREAS, the Property was conveyed to the City from the Successor Agency in accordance with the Long Range Property Management Plan, for economic development purposes.

WHEREAS, the Garden Grove Building Official has issued a Notice of Demolition for the following properties: 12302 Harbor Boulevard, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, and 12571 Twintree Lane due to block walls in danger of collapse, no heating, no running water, no electricity, missing plumbing fixtures, vandalism, extremely unsanitary conditions throughout due to transient squatting, which collectively pose an immediate health and safety condition to the surrounding neighborhood, are a liability to the City, and must be demolished immediately; and

WHEREAS, Section 2.50.070 of the Garden Grove Municipal Code authorizes the City Council to proceed with the repairs of a public facility without adopting plans, specifications, working details, or notice inviting bids in cases of emergency; and

WHEREAS, prior to the demolition of structures, all asbestos containing material (“ACM”) identified by an asbestos survey, in accordance with state and local environmental regulations.

WHEREAS, an Asbestos and Lead Abatement Services Contract was executed with Edgar Gonzalez in the amount of \$49,000.00 to remove ACM prior to demolition activities; and

WHEREAS, at the time of asbestos abatement, significant amounts of additional ACM was discovered in all of the Properties. The additional ACM was located in areas that were inaccessible to the asbestos surveyor during the initial inspection. The removal of the additional ACM will cost an additional \$47,000.00.

WHEREAS, the City Council desires to amend the Asbestos and Lead Abatement Services Contract under Section 2.50.070 of the Garden Grove Municipal Code, utilizing emergency awarding procedures to cure the immediate health and safety condition at the Property and the surrounding neighborhood.

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

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

Section 2. The City Council declares that the structures located at 12302 Harbor Boulevard, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, 12571 Twintree Lane, Garden Grove, CA pose an immediate hazard to life or property.

Section 3. The City Council authorizes the Finance Director to dispense with bidding procedures and proceed with emergency awarding procedures in accordance with Section 2.50.070 of the Garden Grove Municipal Code.

Section 4. The City Council hereby approves the amendment to the Asbestos and Lead Abatement Services Contract with Edgar Gonzalez increasing the contract sum to \$96,000.00 to remove all lead and asbestos containing material from the Properties prior to the demolition of the structures; and

Section 5. The City Manager and his designees are hereby authorized to execute the demolition contract and all necessary documentation to comply with the Notice of Demolition; and

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

APPROVED AND ADOPTED this 26th day of April 2016.

CITY OF GARDEN GROVE, a California
municipal corporation

Mayor

ATTEST:

City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF GARDEN GROVE)

I, Kathy Bailor, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution No. _____ was introduced and adopted at an adjourned regular meeting of the City Council held on the 26th day of April 2016 by the following vote of the members thereof:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

CITY OF GARDEN GROVE

City Clerk

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12511 Twintree Lane
APN: 231-521-07
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- BLOCK WALLS IN DANGER OF COLLAPSE
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12302 Harbor Blvd
APN: 231-521-06
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a commercial business with a structure built in 1954, and has been abandoned and boarded up with no access.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- GRAFFITI
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12531 Twintree Lane
APN: 231-521-08
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- CARPORT IN DANGER OF COLLAPSE
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12551 Twintree Lane
APN: 231-521-09
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- HOLES IN WALL AND ROOF
- NO HEAT
- NO RUNNING WATER
- NO ELECTRICITY
- MISSING PLUMBING FIXTURES
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

February 26, 2016

NOTICE OF DEMOLITION

Subject: Distressed Property Inspection
Location: 12571 Twintree Lane
APN: 231-521-10
Zoning: PUD-128-12

To Whom It May Concern:

Based on a field inspection conducted on February 26, 2016, pursuant to Municipal Code Sections 8.84.040, 8.84.050, 8.84.060, 9.32.180, 9.32.200, and 9.32.210 the distressed property at the above-referenced address, the structure thereon was found to be an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and UNINHABITABLE as defined by the 2013 California Building Code (as adopted by the City of Garden Grove) as such, shall be demolished.

The current occupancy for this property is for a Single Family Residence with a structure built in 1954, and has been abandoned and boarded up with no access for years.

Per the site inspection conducted on February 26, 2016, **THE FOLLOWING VIOLATIONS WERE FOUND:**

- SFR CONVERTED TO DUPLEX
- ADDITIONS BUILT WITHOUT PERMITS
- BROKEN WINDOWS/SCREENS
- VANDALISM
- EXTREMELY UNSANITARY CONDITIONS THROUGHOUT DUE TO TRANSIENT SQUATTING

In light of the conditions listed above, the structure clearly poses an IMMEDIATE HAZARD TO LIFE OR PROPERTY, and is UNINHABITABLE. "Pursuant to sections of the 2012 IPMC [A] 108.1.5/or sec. [A] 116 of the 2013 California Building Code."

Should you have any questions, please contact me at (714) 741-5172

Sincerely,



Supervising Building Inspector

**AMENDMENT TO ASBESTOS AND LEAD ABATEMENT SERVICES CONTRACT
EDGAR GONZALEZ.**

This **AMENDMENT TO ASBESTOS AND LEAD ABATEMENT SERVICES CONTRACT** ("Contract") is entered into this _____ day of _____, 2016, by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("City"), and **EDGAR GONZALEZ** ("Contractor").

RECITALS

A. Whereas, City and Contractor executed Asbestos and Lead Abatement Service Contract dated March 14, 2016 ("Original Contract") for asbestos and lead abatement tasks at 12302 Harbor Blvd, 12511 Twintree Lane, 12531 Twintree Lane, 12551 Twintree Lane, 12571 Twintree Lane, Garden Grove, CA ("Properties").

B. Whereas, the City of Garden Grove Building Official has issued an order to demolish the structures on the Properties because said structures are public nuisances.

C. Whereas, Section 3.1 of the Original Contract provides that the compensation for Services is not to exceed the sum of Forty-Nine Thousand Dollars (\$49,000).

D. Whereas, additional asbestos containing material ("ACM") not identified in the City's asbestos survey was discovered at the Properties.

E. Whereas, the additional ACM needs to be abated prior to the commencement of the demolition of the structures.

F. Whereas, City and Contractor desire to increase the contract sum to Ninety Six Thousand Dollars (\$96,000) in order to continue to provide Services and abate the additional ACM.

NOW THEREFORE, in consideration of the foregoing Recitals that are a substantive part hereof and the covenants herein contained, and other valuable consideration, receipt of which is hereby acknowledged, City and Contractor agree as follows:

1. The contract sum of Forty-Nine Thousand Dollars (\$49,000) as shown in Section 3.1 of the Original Contract is hereby amended and revised to Ninety Six Thousand Dollars (\$96,000).
2. All other terms, covenants, and conditions set forth in the Original Contract dated March 14, 2016 shall remain in full force and effect.

IN WITNESS WHERE OF, Agency and Consultant have executed this Amendment to Asbestos and Lead Abatement Service Contract Agreement as of the date first above written.

CITY

CITY OF GARDEN GROVE, a
California Municipal Corporation

ATTEST:

By: _____
City Clerk

By: _____
Its: City Manager

CONTRACTOR

Edgar Gonzalez

APPROVED AS TO FORM:

By: _____
Garden Grove City Attorney

By: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 4/26/2016
 from the March 22, 2016,
 meeting. (*Action Item*)

Attached are the minutes from the March 22, 2016, meeting for the City Council to receive and file.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	4/19/2016	Backup Material	March_22__2016.docx

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, March 22, 2016

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

CONVENE CLOSED SESSION

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

ROLL CALL PRESENT: (5) Mayor Nguyen, Council Members Beard, Bui,
Jones, Phan

ABSENT: (0) None

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONVENE CLOSED SESSION

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

Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8

Property: 13650 Harbor Boulevard, Garden Grove

City's Negotiator: Scott C. Stiles, City Manager

Negotiating Parties: BN Group, DriveTime and AAA Oil Inc., dba California Fuels & Lubricants

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

ADJOURNMENT OF CLOSED SESSION

At 6:42 p.m., Mayor Nguyen adjourned the Closed Session.

CONVENE REGULAR MEETING

At 7:02 p.m., Mayor Nguyen convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (5) Mayor Nguyen, Council Members Beard, Bui, Jones, Phan

ABSENT: (0) None

CLOSED SESSION REPORT

Acting City Attorney Sandoval announced that there was no reportable action.

INVOCATION

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

PRESENTATIONS

Community Spotlight: Recognition of the Sister City Association of Garden Grove Exchange Student Ambassadors visiting Anyang, Republic of Korea. (F: 52.3)

Update on District Elections. (F: 58.13)(XR: 52.3)

ORAL COMMUNICATIONS

Speakers: Julie Ashleigh, Erika Bennett, Peggy Bergin, Joel Block, Stefan Borst-Censullo, Benny Diaz, Tony Flores, Ray Hiemstra, Verla Lambert, Billy Le, Brenda Miller, Charles Mitchell, Demian Garcia-Monroy, Rickk Montoya, Joshua McIntosh, Duc Ngo, Diedre Nguyen, Kim Nguyen, Ed Portillo, Luis Schmidt, Steele Smith, Sal Tinajero, Hien Tran, Julie Vo, Kyle Werner, Linda Zamora

RECESS

At 8:55 p.m., Mayor Nguyen declared a recess.

RECONVENE MEETING

At 9:42 p.m., Mayor Nguyen reconvened the meeting with all Council Members present.

RESOLUTION DECLARING GARDEN GROVE A HEALTHY EATING ACTIVE LIVING (HEAL) CITY (F: 87.1)

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

Resolution No. 9343-16 – entitled A Resolution declaring Garden Grove a Healthy Eating Active Living (HEAL) city, be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

ESTABLISHMENT OF A YOUTH IN GOVERNMENT DAY (F: 114.2)(XR: 87.1)

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

The establishment of a Youth in Government Day be approved; and

The expenditure of \$3,000 be authorized from the City Council Contingency package to pay for food, transportation, mementos and miscellaneous expenses for 50 participants and staff associated with Youth in Government Day.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

CEREMONIAL RESOLUTION HONORING THE 40TH ANNIVERSARY AND REDEDICATION OF THE COMMUNITY MEETING CENTER AND H. LOUIS LAKE SENIOR CENTER (F: 48.4)(XR: 87.7)

This matter was considered separately from the Consent Calendar later in the meeting.

PROFESSIONAL SERVICES AGREEMENT TO INFOSEND INC. FOR DATA PROCESSING, PRINTING, INSERTING AND MAILING SERVICES FOR UTILITY BILLS AND CITYWORKS INSERTS (F: 55-Infosend, Inc.)

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

A one (1) year Professional Services Agreement be awarded to Infosend, Inc., for data processing, printing, inserting, mailing and postage with an option to extend said agreement for an additional four (4) years as stated in the proposal;

That the City Manager or his designee be authorized to execute the agreement, making minor modifications as necessary and to approve any unforeseen increases in the postage portion of the agreement; and

That the City Manager or his designee be authorized to execute the four option years as necessary.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

RESOLUTION DECLARING GARDEN GROVE A HEALTHY EATING ACTIVE LIVING (HEAL) CITY (F: 87.1)

This matter was considered separately from the Consent Calendar earlier in the meeting.

ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR FOUR SEDANS (F: 60.4)

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

The Finance Director be authorized to issue a purchase order in the amount of \$97,481.24 to National Auto Fleet Group for the purchase of four (4) new sedans.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

CONTRACT WITH MICROCEPTION, INC., TO PROVIDE AN AUDIO VISUAL SYSTEM FOR THE POLICE DEPARTMENT – RFP NO. S-1183 (F: 55-Microception, Inc.)

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

A contract be awarded to Microception, Inc., to provide an audio visual system for the Police Department in the amount of \$68,556.65; and

The City Manager or his designee be authorized to sign the agreement and make any modifications as needed on behalf of the City.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

MINUTES (F: Vault)

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

The minutes from the February 23, 2016, meeting be received and filed.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

WARRANTS (F: 60.5)

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

Payroll Warrants 179434 through 179485; Direct Deposits D290010 through D290689; and Wires W2214 through W2217; be approved as presented in the payroll register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

Regular Warrants 601064 through 601298; 601299 through 601672; Wires W1548 through W1551 and W1552 through W1553 be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

CEREMONIAL RESOLUTION HONORING THE 40TH ANNIVERSARY AND REDEDICATION OF THE COMMUNITY MEETING CENTER AND H. LOUIS LAKE SENIOR CENTER (F: 48.4)(XR: 87.7)

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

The Ceremonial Resolution honoring the 40th Anniversary and Rededication of the Community Meeting Center and the H. Louis Lake Senior Center, be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

PUBLIC HEARING – RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF GARDEN GROVE AND INVESTEL HARBOR RESORTS, LLC FOR REAL PROPERTY LOCATED AT 12361 CHAPMAN AVENUE (F: 84.1)

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

Speakers: Peggy Bergin.

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

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

Resolution No. 9344-16 - entitled A Resolution approving a Purchase and Sale Agreement and Joint Escrow Instructions between the City of Garden Grove and Investel Harbor Resorts, LLC for real property located at 12361 Chapman Avenue, Assessor's Parcel No. 233-171-23, be adopted; and

The City Manager be authorized to execute the Purchase and Sale Agreement and all related pertinent documents on behalf of the City, including modifications if needed.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

UPDATE REGARDING THE CONTRACT WITH THE COUNTY OF ORANGE FOR ANIMAL CARE SERVICES, AND CONSIDERATION OF A TERM SHEET WITH THE ORANGE COUNTY HUMANE SOCIETY FOR ANIMAL SHELTER SERVICES FOR FISCAL YEAR 2016-17
(F: 55-County of Orange)

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

COUNCIL MEMBER BEARD LEFT THE MEETING AT 10:00 P.M.

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

After City Council discussion, this item was continued to the April 26, 2016, meeting by consensus of the City Council Members present.

AT 10:55 P.M. COUNCIL MEMBER BEARD RETURNED TO THE DAIS.

COOPERATIVE AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE DESIGN PHASE OF THE ORANGE COUNTY STREETCAR PROJECT
(F: 55-Orange County Transportation Authority)(XR: 23.18C)

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

Cooperative Agreement No. C-5-3807 with the Orange County Transportation Authority for the Orange County Streetcar Project be approved; and

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

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

DISCUSSION OF COMMERCIAL MARIJUANA ACTIVITY REGULATION
(F: 46.11)(XR: 115.A-015-2015)

After City Council discussion it was moved by Council Member Bui, seconded by Council Member Jones that:

Staff be directed to administer a task force comprised of Mayor Nguyen and Council Member Bui to include staff and members of the community as well as the business community and medical marijuana operators; and

That Staff be directed to draft language for regulations for medical marijuana.

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

Ayes: (4) Bui, Jones, Nguyen, Phan
Noes: (1) Beard

DISCUSSION OF FEBRUARY 24, 2016, DISTRICT ATTORNEY REPORT REGARDING ALLEGATIONS OF BROWN ACT VIOLATIONS, AND ADOPTION OF A RESOLUTION DESIGNATING THE CITY CLERK AS CLOSED SESSION RECORDER (Continued from the March 8, 2016 meeting) (F: 46.5)

COUNCIL MEMBER PHAN RECUSED HIMSELF FROM THIS DISCUSSION AS HE IS EMPLOYED BY THE DISTRICT ATTORNEYS OFFICE AND IS ALSO A FRIEND OF THE LEAD INVESTIGATOR.

COUNCIL MEMBER PHAN LEFT THE MEETING AT 12:00 A.M.

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

A Resolution entitled A Resolution of the City Council of the City of Garden Grove designating the City Clerk and Deputies as the Official Recorder of Closed Sessions pursuant to Government Code Section 54957.2, be adopted;

Recordation of Closed Sessions for a period of two years be approved; and

Any new employment position in the City will be created in Open Session of the City Council, be affirmed.

The motion failed by a 2-2-1 vote as follows:

Ayes: (2) Beard, Jones
Noes: (2) Bui, Nguyen
Absent: (1) Phan

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

DISCUSSION OF A RESOLUTION IN SUPPORT OF SB 969 TO ALLOW FOR THE SALE OF VIETNAMESE RICE CAKES AT ROOM TEMPERATURE, AS REQUESTED BY COUNCIL MEMBER BUI (F: 67.1)

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

A Resolution in support of SB 969 be considered at the April 12, 2016, City Council meeting; and

That the City Manager be directed to send a letter to State Senator Janet Nguyen expressing the City Council's action in support of Senate Bill 969.

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

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

Mayor Nguyen noted that he would like to have Acting City Attorney Sandoval draft language for amending the Municipal Code to expand the current five member City Commissions to seven members in order to reflect the number of electoral districts, and Mayor at large.

Council Member Bui commented on the need to discuss the zoning regulations for coffee shops as there is an issue with certain coffee shops that allow partial nudity by the wait staff.

City Manager Stiles asked if Council Member Bui would like to have an update from the Police Department regarding the coffee shops. Council Member Bui agreed and that the update should include recommendations on how to better monitor the coffee shops.

Mayor Nguyen asked that the City look into citing not just the wait staff, but the property owners of these types of coffee shops as well, and to review the current regulations to enforce or to make stricter laws.

Council Member Beard noted the laws exist, and expressed that an update on this issue would reveal the strain on Police Department resources and manpower.

ADJOURNMENT

At 1:10 a.m., Mayor Nguyen adjourned the meeting in memory of former Garden Grove Police Officer Pat Compton. The next City Council Meeting will be held on Tuesday, April 12, 2016, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
Deputy City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kathy Bailor
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of Warrants. (Action Item)	Date:	4/26/2016

Attached are the City Council warrants for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	4/21/2016	Cover Memo	cc_Warrants_-_4-26-16.pdf

179583	DAVID R BARLAG	11270.28	179584	PINKY C HINGCO	1831.76
179585	TERESA L POMEROY	2207.06	179586	MICHAEL J MC CLELLAN	4519.53
179587	KAREN J BROWN	323.19	179588	LISA L KIM	2171.06
179589	JUDITH A MOORE	1864.07	179590	DIANE BELAIR	1851.64
179591	AMANDA M POLLOCK	590.19	179592	NANCY J RAGEN	415.49
179593	JO ANNE M CHUNG	1747.22	179594	TIMOTHY E THRONE	437.69
179595	THOMAS E BUTTERS	1969.26	179596	RYAN H DAVIS	410.05
179597	LES A RUITENSCHILD	1275.43	179598	CHRIS M VERES	2814.92
179599	ROBERT R MOUNGEY	342.37	179600	MICHAEL F ROCHA	2143.82
179601	RONALD D GUSMAN	488.99	179602	JAVIER RODRIGUEZ	890.71
179603	HIEN M VO	695.86	179604	DANIEL C MOSS	1455.17
179605	YUKIYOSHI NAKAGAWA	1377.67	179606	CHRISTOPHER A RAHE	562.55
179607	ANA E PULIDO	3269.27	179608	STEPHANIE AMBRIZ	208.62
179609	DEANNA M CHUMACERO	1109.83	179610	KEVIN J CUMMINGS	127.83
179611	JOSEPH M GOMEZ	282.23	179612	STEVEN E GOMEZ	346.90
179613	RACHEL A HIRSCH	100.32	179614	JOHN C KONRAD	68.97
179615	NOEL N NICHOLAS	592.61	179616	DANIEL J RODRIGUEZ	111.45
179617	PHILIP J SEYMOUR	398.35	179618	JACLYN M TROM	1186.27
179619	PARKER W CARY	1776.43	179620	BRYSON T DAHLHEIMER	1624.90
179621	TIFFANY M GRIEGO	600.65	179622	MICHELLE N ESTRADA-MONSA	381.74
179623	KEIRA LONG	1416.32	179624	RANDY L TUCKER	838.39
179625	SHELBY KEUILIAN	913.09	179626	JOAN M CEPLIUS	814.16
179627	KHRYNSTON SAMRETH	1814.51	179628	O.C.E.A. GENERAL	2080.31
179629	O.C.E.A.	1040.55	179630	COMMUNITY HEALTH CHARITI	50.00
179631	GARDEN GROVE POLICE ASSO	1440.00	D292053	KRIS C BEARD	211.00
D292054	PHAT T BUI	8.60	D292055	STEVEN R JONES	19.46
D292056	BAO Q NGUYEN	7.95	D292057	CHRIS V PHAN	198.16
D292058	PAMELA M HADDAD	1475.84	D292059	SCOTT C STILES	6634.78
D292060	MARIA A STIPE	4877.48	D292061	MELANIE J VALDES	2193.95
D292062	KATHLEEN BAILOR	2632.25	D292063	CATHERINE L FOX	323.77
D292064	DENISE KEHN	1927.63	D292065	MARITZA PIZARRO	1470.74
D292066	CARLOS MARQUEZ	2573.83	D292067	EDUARDO N ZARAGOZA	337.48
D292068	SYLVIA GARCIA	2061.06	D292069	KINGSLEY C OKEREKE	4893.41
D292070	ANN CAO EIFERT	2208.62	D292071	HEIDI M JANZ	2145.21
D292072	CHRISTI C MENDOZA	246.88	D292073	DEBORAH A POWELL	1165.54
D292074	MARGARITA A ABOLA	1666.41	D292075	ELLIS EUN ROK CHANG	3355.75
D292076	HENRY CHAO	2160.77	D292077	JANET J CHUNG	1843.02
D292078	CLAUDIA FLORES	2350.44	D292079	CARRIE S HANES	1772.52
D292080	RHONDA C KAWELL	2082.00	D292081	ROBERT W MAY	1364.85
D292082	SHAWNA A McDONOUGH	1431.02	D292083	LIGIA ANDREI	1236.86
D292084	ARIANA B BAUTISTA	1359.08	D292085	PAMELA S GILLIS	2258.43
D292086	SUE J GULLEY	285.03	D292087	JEFF N KURAMOTO	2093.18
D292088	CHELSEA E LUKAS	1403.36	D292089	EDWARD E MARVIN JR	1642.12
D292090	ANGELA M MENDEZ	1698.79	D292091	MONICA A NEELY	5944.72
D292092	JENNIFER L PETERSON	1702.55	D292093	ANH PHAM	1434.10
D292094	EVA RAMIREZ	1552.50	D292095	JAIME F CHAVEZ	1382.27
D292096	GARY F HERNANDEZ	1647.22	D292097	JULIE A HITCHCOCK	1697.94
D292098	SANDRA E SEGAWA	6150.33	D292099	GREG BLODGETT	2507.60

**** PAGE TOTAL = 157886.18

D292100	MONICA COVARRUBIAS	2381.44	D292101	GRACE E LEE	2184.85
D292102	ALANA R CHENG	2038.93	D292103	MICHAEL G AUSTIN	2316.52
D292104	TODD C HARTWIG	2184.90	D292105	AARON J HODSON	1640.45
D292106	JERROLD R HOLSTEIN	835.67	D292107	DONALD E LUCAS	2470.13
D292108	DAVID B MARCUM	1821.76	D292109	DANNY O RODRIGUEZ JR.	1974.57
D292110	RAQUEL SHOGREN	324.02	D292111	NABIL L TEWFIK	3396.57
D292112	LIZABETH C VASQUEZ	1510.70	D292113	RODRIGO E VICTORIA	1194.70
D292114	DANIEL A WINDHAM	2283.06	D292115	ISABELLA C ZANDVLIET	1852.82
D292116	CHRISTOPHER CHUNG	2279.72	D292117	PAUL GUERRERO	2517.25
D292118	KARL J HILL	3843.64	D292119	LEE W MARINO	3273.15
D292120	MARIA L MEDRANO	1667.87	D292121	MARIA C PARRA	2313.91
D292122	ERIN WEBB	3039.38	D292123	AMEENAH ABU-HAMDIYYAH	1616.84
D292124	JULIE A ASHLEIGH	1712.30	D292125	RITA M CRAMER	1943.68
D292126	RALPH V HERNANDEZ	2005.66	D292127	ALLISON MILLS	910.02
D292128	JIMMY NGUYEN	1514.92	D292129	NIDA R WATKINS	2258.97
D292130	SHAUNA J CARRENO	1862.18	D292131	TERESA G CASEY	1265.60
D292132	VIRGINIA DELGADO	1503.42	D292133	DANNY HUYNH	3155.27
D292134	VILMA C KLOESS	1787.84	D292135	IVY LE	1673.29
D292136	TAMMY LE	1341.35	D292137	LINDA MIDDENDORF	2255.16
D292138	ROSALINDA MOORE	1251.32	D292139	MARIA A NAVARRO	2064.67
D292140	PHUONG-VIEN T NGUYEN	2293.57	D292141	QUANG NGUYEN	2191.16
D292142	TINA T NGUYEN	1902.13	D292143	THYANA T PHI	2093.97
D292144	MARIA RAMOS	1945.76	D292145	TANYA L TO	1623.39
D292146	CUONG K TRAN	1982.77	D292147	ELAINE TRUONG	1370.72
D292148	THANH-NGUYEN VO	1730.32	D292149	MICHAEL C BOS	2100.32
D292150	HOWARD R BROWN	2220.38	D292151	DANIEL J CANDELARIA	4252.12
D292152	DIGNA A R DE LOS REYES	1576.66	D292153	KAMYAR DIBAJ	2519.67
D292154	NICOLAS C HSIEH	2755.21	D292155	ROSEMARIE JACOT	1869.91
D292156	NAVIN B MARU	2430.30	D292157	MARK P UPHUS	3163.44
D292158	JOSE A VASQUEZ	2000.43	D292159	ANA G VERGARA NEAL	2024.56
D292160	DAI C VU	3310.96	D292161	KHANG L VU	2556.46
D292162	JOSHUA J ARIONUS	1532.53	D292163	JAN BERGER	1667.59
D292164	ROBERT P BERMUDEZ	2719.79	D292165	TIM P CANNON	2500.79
D292166	MYUNG J CHUN	2779.32	D292167	CARINA M DAN	453.24
D292168	RONALD W DIEMERT	1782.51	D292169	CHRIS N ESCOBAR	2934.28
D292170	JASON A FERTAL	2599.95	D292171	ALEJANDRO GONZALEZ	2650.35
D292172	MICHAEL J GRAY	2310.50	D292173	LARRY GRIFFIN	1471.58
D292174	ROBERT ALAN HAENDIGES	1721.07	D292175	RYAN S HART	3120.80
D292176	ROBERT M HIGGINBOTHAM	1143.89	D292177	EDWARD A HUY	2455.95
D292178	VIDAL JIMENEZ	1967.28	D292179	SAMUEL K KIM	3670.93
D292180	SHAN L LEWIS	1505.52	D292181	REBECCA PIK KWAN LI	2806.63
D292182	SCOTT T LOWE	2559.31	D292183	DAVID MA'AE	1566.32
D292184	TYLER MEISLAHN	1617.15	D292185	JESSE K MONTGOMERY	1380.40
D292186	STEVEN J MOYA JR	1716.28	D292187	BASIL G MURAD	2725.47
D292188	KIRK L NATLAND	517.47	D292189	DUC TRUNG NGUYEN	1449.34
D292190	CORNELIU NICOLAE	2165.32	D292191	ANDREW I ORNELAS	1390.58
D292192	DAVID A ORTEGA	1874.92	D292193	CELESTINO J PASILLAS	2312.13
D292194	WILLIAM F PEARSON	1944.32	D292195	JONATHAN RUIZ	1708.75

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D292196	MODESTO R SALDANA	1732.21	D292197	ALEXIS SANTOS	1138.71
D292198	ADRIAN M SARMIENTO	2207.38	D292199	ALBERT TALAMANTES JR	642.22
D292200	MINH K TRAN	1779.56	D292201	ALEJANDRO N VALENZUELA	1851.44
D292202	KATHLEEN N VICTORIA	653.35	D292203	JARROD R WALKER	670.36
D292204	RONALD J WOLLAND	1472.43	D292205	VICTOR K YERGENSEN	1619.40
D292206	ALICE K FREGOSO	1671.66	D292207	RAQUEL K MANSON	2307.99
D292208	CAROLYN E MELANSON	1630.89	D292209	WILLIAM E MURRAY JR	5857.96
D292210	EMILY H TRIMBLE	1350.29	D292211	RODOLPHO M BECERRA	1351.07
D292212	HELEN L CAMDEN	480.37	D292213	EDGAR A CANO	648.03
D292214	ALBERT J CARRISOZA	1344.78	D292215	MARRAY R CHAPMAN	166.11
D292216	VINCENT L DE LA ROSA	1493.21	D292217	HECTOR M ESPINOZA	1327.13
D292218	MAURICIO S GARCIA	2064.94	D292219	GLORIA GAW	1847.32
D292220	RICHARD R GOSSELIN	2935.00	D292221	HERMILO HERNANDEZ	1388.76
D292222	DARNELL D JERRY	429.07	D292223	KEANU M KALOLO	1246.49
D292224	BRENT KAYLOR	1974.66	D292225	BEN A KOSKY	1283.80
D292226	MARK W LADNEY	2149.71	D292227	RAUL LEYVA	2173.75
D292228	ANTONIO R MARTIN	2464.29	D292229	ROBERT P MCLOGAN	648.59
D292230	CARLOS F MENDEZ	1621.25	D292231	RIGOBERTO MENDEZ	1869.89
D292232	JEFFREY K MUMM	581.11	D292233	STEVEN T ORTIZ	1755.00
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D292236	STEVE J TAUANU'U	1751.11	D292237	SUSAN VITALI	562.56
D292238	STEPHANIE A WASINGER	531.36	D292239	JEFFREY G CANTRELL	1817.11
D292240	THOMAS C COUNTS	27.78	D292241	JAMES CUNNINGHAM	2093.55
D292242	EARNEST L DOMINGUEZ	682.14	D292243	JULIA ESPINOZA	1101.09
D292244	ALBERT R EURS II	1965.21	D292245	CECELIA A FERNANDEZ	1070.12
D292246	CONRAD A FERNANDEZ	855.29	D292247	CYNTHIA Y FLORES VAZQUEZ	878.52
D292248	JORGE GONZALEZ	1017.14	D292249	MICHAEL R GREENE	1817.61
D292250	GLORIA A HARO	1082.21	D292251	ERIC W JOHNSON	674.85
D292252	KHUONG NGUYEN	1082.20	D292253	VIRGINIA NICHOLS	784.13
D292254	WILLIAM R PICKRELL	2357.30	D292255	CHRISTOPHER L RELEFORD	1539.27
D292256	DELFRADO C REYES	1082.20	D292257	RAFAEL ROBLES	894.84
D292258	RODERICK THURMAN	1443.99	D292259	EVARISTO VERA	1071.74
D292260	RICHARD L WILLIAMS	1436.53	D292261	ANSELMO AGUIRRE	2051.55
D292262	CHRISTOPHER L ALLEN	2080.33	D292263	JOHN M BRUNING	521.07
D292264	PHILLIP J CARTER	2300.09	D292265	RICK L DUVAL	3122.91
D292266	SERGIO GARCIA GARCIA	484.61	D292267	AARON R HANSEN	1001.89
D292268	PATRICIA CLAIR HAYES	2124.73	D292269	HUY HOA HUYNH	1884.45
D292270	BRYAN D KWIATKOWSKI	1222.49	D292271	JOEL G NAVARRO	1067.27
D292272	BRANDON S NUNES	625.38	D292273	ROLANDO QUIROZ	1823.82
D292274	TODD R REED	1829.63	D292275	RONALD E SANDIFORTH	1879.98
D292276	GREGORY L SMITH	674.98	D292277	LUIS A TAPIA	2070.44
D292278	MICHAEL W THOMPSON	3326.88	D292279	WILLIAM J WHITE	1803.79
D292280	JEREMY J GLENN	443.78	D292281	JESSE GUZMAN	2062.18
D292282	BRETT A MEISLAHN	1666.95	D292283	MARK E MONSON	2130.96
D292284	ALAN D SARVER	1837.87	D292285	STEPHEN D SUDDUTH	1394.11
D292286	TIMOTHY WALLINGFORD	3289.40	D292287	HILLARD J WILLIAMS	622.73
D292288	ALBERT J HOLMON III	2833.84	D292289	ALLEN L SERNA	2085.18
D292290	VICTOR T BLAS	1933.64	D292291	FRANK X DE LA ROSA	1394.34

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D292292	ERVIN DUBRUL	1802.42	D292293	JOSE GOMEZ	2164.89
D292294	BRENT W HAYES	2528.01	D292295	FRANK D HOWENSTEIN	2258.18
D292296	ALLEN G KIRZHNER	1923.78	D292297	KEON DONTRAY NELSON	2062.47
D292298	STEPHEN PORRAS	2451.91	D292299	ALEJANDRO VALENZUELA JR	1375.06
D292300	JESSE VIRAMONTES	1421.44	D292301	JOHN ZAVALA	1818.45
D292302	VERONICA AVILA	1479.06	D292303	JEFFREY P DAVIS	1977.82
D292304	NOELLE N KIM	1605.94	D292305	MISSY M MENDOZA	450.68
D292306	MARIE L MORAN	2242.54	D292307	KRISTY H THAI	2045.42
D292308	EDWARD D AMBRIZ GARCIA	441.95	D292309	GABRIELLA E BALANDRAN	153.28
D292310	JOSUE BARREIRO MENDOZA	502.66	D292311	NICHOLAS J BARRETT	153.97
D292312	ALEXIS R BAUTISTA-MOYANO	140.56	D292313	EMILY C CABRERA	465.91
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D292316	RENE CAMARENA	1738.90	D292317	MARTI CARROLL	1453.76
D292318	VICTORIA M CASILLAS	1640.45	D292319	CYNTHIA A CHEW	1704.03
D292320	WENDY CHEW	549.83	D292321	MAXINE M COLTER	68.16
D292322	BREE E CONWAY	106.61	D292323	JULIE T COTTON	823.99
D292324	KENNETH E CUMMINGS	708.50	D292325	JEANETTE A DEMENECES	460.82
D292326	EMILY A EASLEY	100.32	D292327	KAREN W ESKANDER	102.93
D292328	VANESSA L GARCIA	216.30	D292329	JACOB R GRANT	1709.53
D292330	KIMBERLY K HOLER	60.83	D292331	CAROLINA HONSTAIN	343.48
D292332	KIMBERLY HUY	4194.41	D292333	ANA C IZQUIERDO	450.68
D292334	MARITZA JIMENEZ	368.82	D292335	MARISSA D LOPEZ	106.61
D292336	JOHNNY LUNA	452.22	D292337	ELAINE M MA'AE	2321.72
D292338	DEVANNA S MAAE	221.38	D292339	JESUS MEDINA	1543.93
D292340	JUAN MEDINA	1764.22	D292341	NICHOLAS M MEDINA	312.01
D292342	MONSERRAT MENDOZA ALVARE	162.25	D292343	JOHN A MONTANCHEZ	2964.13
D292344	BRIANNA M MOORE	749.88	D292345	KIRSTEN K NAKAISHI	235.81
D292346	GINA D NECCO	420.51	D292347	JACOB J NEELY	423.05
D292348	JENNIFER GODDARD NYE	1413.23	D292349	GABRIELA O'CADIZ-HERNAND	2531.89
D292350	FIDEL OCAMPO	256.92	D292351	LORI OCHOA	2203.28
D292352	CHRISTIAN PANGAN	499.54	D292353	JANET E PELAYO	2533.35
D292354	CRISTAL PERALTA	85.87	D292355	LEGEND PHAM	206.50
D292356	ARIELLE PICKRELL	44.61	D292357	SUGEIRY REYNOSO	2026.30
D292358	PAIGE L ROBINSON	430.33	D292359	MARINA Y ROMERO	1640.93
D292360	MONICA K ROMO	65.39	D292361	RICARDO SALDIVAR	212.87
D292362	DANA MARIE SAUCEDO	2280.82	D292363	EMERON J SCHLUMPBERGER	877.58
D292364	NICOLE PATRICIA SOTO	309.63	D292365	ANDRIANA TORRES OROZCO	113.63
D292366	ARTURO TORRES ROBLES	276.06	D292367	CLAUDIA VALDIVIA	2554.46
D292368	JEFFREY VAN SICKLE	1890.38	D292369	JOSEFINA L VELAZQUEZ	330.91
D292370	DAISY O VENCES	353.72	D292371	ANDRE LUIS VICTORIA	212.24
D292372	PAUL E VICTORIA	1087.43	D292373	DAVID M WILMES	389.73
D292374	LUCIA MEDINA-WHITTAKER	853.59	D292375	MILLIE MEROLA	1992.13
D292376	SVETLANA MOURE	1839.93	D292377	THOMAS R SCHULTZ	2521.27
D292378	RANDY ABRAHAMSON	5506.74	D292379	ALBERTO ACOSTA	1787.11
D292380	ANTHONY R ACOSTA	1678.75	D292381	JOHN D BARANGER III	1865.74
D292382	LUCAS B BAUER	3071.64	D292383	BRADLEY D BELL	3419.33
D292384	JERRY R BRENNEMAN	3233.74	D292385	JEREMY J BROADWATER	1997.27
D292386	GUY BROWN	2325.51	D292387	JOSE J CAMBEROS	3042.26

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D292388	DANIEL L CLEARWATER	2941.13	D292389	YVES G CLERMONT	1856.41
D292390	JOE W CRAWFORD	3338.81	D292391	TIMOTHY A CRAWFORD	2760.93
D292392	JUSTIN D DOYLE	4056.45	D292393	MICHAEL G ECKHARDT JR	4068.03
D292394	DAVID W EDNOFF	4681.38	D292395	STEVE P FELLNER	3265.74
D292396	JAMES L GABBARD	2155.73	D292397	DREW R GARCIA	2966.39
D292398	CHARLES GREEN	4375.45	D292399	JEFF W HANNA	2755.68
D292400	MATTHEW R HENSHAW	5286.16	D292401	MICHAEL L JACOBS	3080.72
D292402	WILLIAM R JAEGER	1521.20	D292403	SCOTT A KUHLMAN	2641.82
D292404	NICHOLAS A LERARIO	1622.68	D292405	COREY L LINDSAY	2656.91
D292406	NORMAN M LOVELY	3527.06	D292407	JOHN M MARQUEZ JR	1649.96
D292408	CHEYNE C MAULE	5790.98	D292409	TERRY A MCGOVERN JR	3454.15
D292410	SHANE D MELLEME	1235.05	D292411	TRAVIS M MELLEME	2761.10
D292412	MARK A MICKELSEN	1863.68	D292413	SON L NGUYEN	2386.02
D292414	FREDERICK N NIBLO	3646.92	D292415	BRENT C PARDOEN	1227.80
D292416	MICHAEL KURT RIETH	2551.07	D292417	WADE E RUHMAN	3290.39
D292418	DENNIS L RUZICKA	4800.28	D292419	TIMOTHY S SAWYER	4050.17
D292420	SCOTT A SCHERER	2778.22	D292421	CHRISTOPHER R SMITH	1940.67
D292422	JEFFREY T SPARGUR	2618.89	D292423	MORRIS B SPELL	4243.96
D292424	WILLIAM S STROHM	4821.04	D292425	JUSTIN D TRAVER	1994.69
D292426	CHRISTOPHER B TRENHOLM	1456.57	D292427	MARIO G VALDERRAMA	3189.74
D292428	KEITH T VELOTTA	4222.50	D292429	DAVID S WALDSCHMIDT	2536.15
D292430	MARK S WEISS	6954.51	D292431	PAUL J WHITTAKER	6688.09
D292432	JEFFREY WILKINS	5168.87	D292433	ADAM J WILLIAMSON	1575.49
D292434	JOSEPH A WINGERT JR.	8470.97	D292435	MYLES A BURROUGHS	2171.87
D292436	DAVID M CARLSON	2699.86	D292437	JOSHUA A FELDMAN	2237.46
D292438	TIMOTHY D FISHER	4053.04	D292439	GARRET M FURUTA	1763.01
D292440	SHANE S HOWEY	3236.41	D292441	PETER M HUBER	2464.36
D292442	JORDAN R JEMIOLA	3059.73	D292443	MATTHEW C KLEIBACKER	3040.84
D292444	ANTHONY L KNAACK	3194.54	D292445	DANIEL J MOORE	3743.17
D292446	GRANT A NOBLE	4360.55	D292447	ERIC S NORRDIN	2307.85
D292448	ANTHONY J PAGE	2149.79	D292449	ERIC M PALOMO	3093.84
D292450	ANDREW J ROACH	2792.30	D292451	RICHARD RONSTADT	4050.79
D292452	DAVID C SANCHEZ	1187.11	D292453	NICK R SCHAEFER	394.97
D292454	ERIC P STOKER	2653.31	D292455	ERIC THORSON	3943.16
D292456	RYAN D VAN WIE	2174.12	D292457	KICKER E VENCILL	1361.40
D292458	GREGORY D WILLIAMS	2984.96	D292459	JONATHAN C WOLFE	1773.61
D292460	JEREMIE E YORKE	1563.33	D292461	NATHAN T BRADY	2843.54
D292462	LISA S GUARDI	598.89	D292463	DON T NGUYEN	1669.38
D292464	THANH Q NGUYEN	3840.80	D292465	JUSTIN TRUHILL	1927.89
D292466	TODD D ELGIN	4994.09	D292467	CAROLE A KANEGAE	2128.11
D292468	VINCENTE J VAICARO	2738.64	D292469	KRISTEN A BACKOURIS	1459.79
D292470	GENA M BOWEN	1457.43	D292471	JESENIA CAMPOS	1052.44
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D292474	AI KELLY HUYNH	1669.99	D292475	EDUARDO C LEIVA	3316.27
D292476	CINDY S NAGAMATSU HANLON	2330.99	D292477	JEFFREY C NIGHTENGAL	3164.89
D292478	TRAVIS J WHITMAN	4410.21	D292479	CLAUDIA ALARCON	3190.98
D292480	PEDRO R ARELLANO	2840.44	D292481	ALFREDO R AVALOS	3108.53
D292482	CARLOS BAUTISTA JR	2916.36	D292483	RYAN S BERLETH	2045.43

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D292484	SUMMER A BOGUE	1548.27	D292485	RICHARD O BURILLO	4010.67
D292486	RYAN V BUSTILLOS	6662.31	D292487	DANIEL A CAMARA	2499.20
D292488	ROBERT W CAMPBELL	2515.61	D292489	JUAN C CENTENO	3607.78
D292490	CHASEN P CONTRERAS	1866.82	D292491	AARON J COOPMAN	2347.31
D292492	GARY L COULTER	2269.67	D292493	NATHANIEL D COX	1992.35
D292494	CHARLIE DANIELEY III	1742.68	D292495	NICHOLAS A DE ALMEIDA LO	2710.10
D292496	KEVIN DINH	3793.67	D292497	AMIR A EL-FARRA	3165.21
D292498	JOSHUA N ESCOBEDO	2077.72	D292499	KORY C FERRIN	2650.21
D292500	KARI A FLOOD	2027.80	D292501	MANUEL FLORES JR	3719.78
D292502	MICHAEL E GERDIN	1955.89	D292503	SEAN M GLEASON	1910.38
D292504	JOSEPH P GROSS JR	2183.70	D292505	ALLAN S HARRY	3073.21
D292506	BRIAN HATFIELD	2615.49	D292507	WILLIAM T HOLLOWAY	4991.49
D292508	JASON L JOHNSON	2075.21	D292509	MICHAEL J JOHNSON	2414.57
D292510	GERALD F JORDAN	2271.14	D292511	TIMOTHY P KOVACS	5084.57
D292512	AUSTIN C LAVERTY	1931.92	D292513	CHRISTOPHER LAWTON	2822.34
D292514	RAPHAEL M LEE	190.38	D292515	RAFAEL LOERA JR	2972.49
D292516	JON D LOFQUIST	3825.27	D292517	RYAN M LUX	1977.41
D292518	BRYAN J MEERS	2407.91	D292519	DANNY J MIHALIK	1915.46
D292520	JEREMY N MORSE	1961.06	D292521	MITCHEL S MOSSER	3176.05
D292522	AARON S NELSON	2816.23	D292523	JASON S PERKINS	5021.91
D292524	DOUGLAS A PLUARD	3219.37	D292525	CHRISTOPHER M SHELGRIN	1855.99
D292526	CHARLES W STARNES	14941.58	D292527	DANIEL J VILLEGAS	2509.79
D292528	JONATHAN B WAINWRIGHT	2763.86	D292529	EDWIN P WILSON	3367.08
D292530	JOHN J YERGLER	2171.81	D292531	MARCOS R ALAMILLO	3190.75
D292532	WILLIAM ALLISON	2841.91	D292533	RICHARD A ALVAREZ-BROWN	2232.90
D292534	BOBBY B ANDERSON	2605.77	D292535	JOHN F BANKSON	2419.21
D292536	EVAN S BERESFORD	2803.34	D292537	RAY E BEX	3665.87
D292538	VANESSA M BRODEUR	1793.16	D292539	ADAM B COUGHRAN	3032.72
D292540	THOMAS R DARE	3830.53	D292541	JUAN M DE ANDA	1977.67
D292542	JARED R DOYLE	1987.18	D292543	CHRISTOPHER M EARLE	2381.27
D292544	MICHAEL K ELHAMI	2271.28	D292545	BENJAMIN M ELIZONDO	2311.59
D292546	STEPHEN C ESTLOW	505.41	D292547	GEORGE R FIGUERO	4103.34
D292548	ROGER A FLANDERS	814.16	D292549	PATRICK E GILDEA	3788.26
D292550	ALDO U GUEREC	2334.57	D292551	TROY HALLER	2927.59
D292552	ERICK LEYVA	3019.18	D292553	CHARLES H LOFFLER	2936.48
D292554	MARK A LORD	2895.35	D292555	TAYLOR A MACY	2053.30
D292556	MATTHEW P MARCHAND	2814.56	D292557	MARIO MARTINEZ JR	3186.73
D292558	JEFFREY M MOONEY	1499.64	D292559	NATHAN D MORTON	3568.84
D292560	RUDOLPH J NEGRON	2544.31	D292561	JEFFREY C NGUYEN	2687.69
D292562	VINCENT T NGUYEN	2114.49	D292563	STEVEN TRUJILLO ORTIZ	2107.59
D292564	OMAR F PEREZ	2437.03	D292565	MICHAEL M PHILLIPS	3074.70
D292566	COREY T POLOPEK	2391.91	D292567	SINDY RAMIREZ OROZCO	1838.89
D292568	JOHN E RANEY	2945.21	D292569	JOHN E REYNOLDS	3667.99
D292570	MICHAEL A REYNOLDS	3276.38	D292571	RYAN R RICHMOND	2287.06
D292572	CHRISTIN E ROGERS	2359.30	D292573	ROCKY F RUBALCABA	2593.33
D292574	SEAN M SALAZAR	2525.34	D292575	LINO G SANTANA	3571.13
D292576	PHILIP E SCHMIDT	3480.58	D292577	ARTHUR F TINTLE JR	3442.71
D292578	MICHAEL J VISCOMI	3712.04	D292579	KATHERINE M ANDERSON	3869.70

**** PAGE TOTAL = 274350.66

D292580	PAUL W ASHBY	3250.51	D292581	THOMAS A CAPPS	3122.16
D292582	JAMES D FISCHER	4182.91	D292583	RON A REYES	3396.41
D292584	ROYCE C WIMMER	3334.70	D292585	ADAM D ZMIJA	3249.07
D292586	BRIAN D DALTON	1434.34	D292587	JUAN L DELGADO JR	2831.42
D292588	OTTO J ESCALANTE	4547.62	D292589	GEORGE KAISER	2846.99
D292590	PETER M KUNKEL	2523.04	D292591	LUIS F RAMIREZ	2759.08
D292592	PETER HOANG VI	2121.61	D292593	JEFFREY A BROWN	2246.50
D292594	DONALD J HUTCHINS	3605.23	D292595	RAUL MURILLO JR	2910.82
D292596	JOSHUA T OLIVO	2604.60	D292597	ROBERT M STEPHENSON III	3098.67
D292598	COURTNEY P ALLISON	2150.07	D292599	LISA A BELTHIUS	706.10
D292600	CHARLES K BODDY	4895.41	D292601	ROBERT L BOGUE JR	3754.53
D292602	RANDY G CHUNG	284.69	D292603	DANIEL S EDWARDS	246.55
D292604	CRAIG A HERRICK	235.36	D292605	PATRICK R JULIENNE	1023.04
D292606	VERONICA NELSON	887.47	D292607	JOHN O OJEISEKHOBIA	1600.07
D292608	JOSEPH D VARGAS	217.88	D292609	HECTOR FERREIRA JR	469.65
D292610	BRYAN GONZALEZ	362.93	D292611	SAIRA HERNANDEZ CALLEROS	356.76
D292612	KRYSTAL L N JEANG	362.93	D292613	HAN NA PARK	282.71
D292614	FELICIA H PEREZ	381.95	D292615	JOSHUA K BEHZAD	1673.72
D292616	ROBERT E BOWERS	1019.55	D292617	KAREN D BRAME	882.52
D292618	KENNETH L CHISM	1439.09	D292619	CHARLES M CLINE JR	835.11
D292620	JAMES E COLEGROVE	3367.26	D292621	PAUL E DANIELSON	619.20
D292622	ROBERT M DONAHUE JR	757.24	D292623	LARRY J EBELT	1840.38
D292624	MICHAEL FEHER	744.54	D292625	VICTORIA M FOSTER	1328.58
D292626	MICHAEL D HANDFIELD	450.77	D292627	NICKOLAS K JENSEN	1954.71
D292628	MICHAEL L MARTIN	2180.90	D292629	CRAIG A MC IVER	2972.44
D292630	KENNETH E MERRILL	489.16	D292631	PHILLIP H PHAM	1640.16
D292632	JOHN J STEPANOVICH	762.18	D292633	PATRICK M THRASHER	1114.49
D292634	SCOTT D WATSON	855.38	D292635	FLOR DE LIS ELIZONDO	1063.53
D292636	GARY E ELKINS	1990.24	D292637	JOHN A FLAWS	2060.92
D292638	JASON S FULTON	1895.07	D292639	JAMES C HOLDER	2687.60
D292640	ROBERT J KIVLER	1547.93	D292641	VICTORIA L LAWTON	1996.27
D292642	RAQUEL D MATA	785.17	D292643	REBECCA S MEEKS	1868.34
D292644	TED H PEASLEE	3568.94	D292645	BENJAMIN L STAUFFER	4039.92
D292646	DAVID C YOUNG	3317.78	D292647	MARIA A ALCARAZ	1741.08
D292648	JOANN J ARMSTRONG	1551.56	D292649	CARISSA L BRUNICK	1029.73
D292650	TAMMY L CHAURAN-HAIGROV	2072.60	D292651	VERONICA FRUTOS	831.27
D292652	LAURIE J FUSSELL	1761.09	D292653	DAVID L GEORGE	1878.79
D292654	JOAN L HIGHTOWER	1716.09	D292655	PINKY C HINGCO	1927.60
D292656	SUSAN C HUANG	1729.33	D292657	RORY K JANOSHA	1063.25
D292658	ANGELA LEDESMA	1580.13	D292659	MARIA C MCFARLANE	1701.27
D292660	BRITTNEE D MCGOWEN	1519.40	D292661	TRINA T NGUYEN	1551.25
D292662	DEBRA J NICHOLS	1814.35	D292663	DIANA L O'BRIEN	1090.09
D292664	ASHLEY C ROJAS	1671.74	D292665	ASHLEY T SEROTA	1761.82
D292666	KRISTIN M WEISS	1372.65	D292667	SHANNON M YELENSKY	1786.41
D292668	JENNIFER A DIX	3140.84	D292669	DEBBY L FELSE	3016.70
D292670	KATHERINE M FRANCISCO	2252.76	D292671	AMANDA B GARNER	1795.10
D292672	KIMBERLY B GENDREAU	679.72	D292673	ARCHIE GUZMAN	5215.83
D292674	ROBERT D LUX	2893.80	D292675	MELISSA MENDOZA-CAMPOS	1978.76

**** PAGE TOTAL = 180157.88

D292676	BRANDY J PARK	2245.62	D292677	CRISTINA V PAYAN	1768.12
D292678	JENNIFER M RODRIGUEZ	2096.27	D292679	TANYA L SAMOFF	2880.73
D292680	SUSAN A I SEYMOUR	1870.07	D292681	NICOLE D SHORROW	2843.83
D292682	DANNY J SOSEBEE	2609.15	D292683	MARSHA D SPELLMAN	2287.77
D292684	SANTA WARDLE	1779.34	D292685	CHERYL L WHITNEY	2896.23
D292686	JOHN CASACCIA II	5078.40	D292687	HAN J CHO	2988.41
D292688	SCOTT A COLEMAN	2389.10	D292689	RICHARD E DESBIENS	1277.54
D292690	RONNIE D ECHAVARRIA	3589.60	D292691	MICHAEL D FARLEY	3171.19
D292692	JAMES D FRANKS	2034.05	D292693	PETE GARCIA	1940.12
D292694	STEVEN H HEINE	69.04	D292695	JOSE D HERRERA	2922.29
D292696	THI A HUYNH	2467.92	D292697	DANIEL V KARSCHAMROON	2250.30
D292698	JOSEPH L KOLANO	2621.22	D292699	LEA K KOVACS	3115.64
D292700	NICHOLAS A LAZENBY	2600.22	D292701	DAVID LOPEZ	2676.99
D292702	STEVEN W LUKAS	1433.45	D292703	LUIS A PAYAN	2335.88
D292704	TERRA M RAMIREZ	2159.98	D292705	ORLONZO REYES	4076.32
D292706	PAUL M TESSIER	2255.68	D292707	EDGAR VALENCIA	2383.11
D292708	TUONG-VAN NGUYEN VU	1839.16	D292709	DENNIS WARDLE	2439.83
D292710	CHRISTOPHER A WASINGER	3160.75	D292711	CARL J WHITNEY	4342.28
D292712	RONALD A DOSCHER	2213.75	D292713	ERIC A QUINTERO	1980.48
D292714	MARY C CERDA	1752.24	D292715	NICOLE L CHUNG	1067.93
D292716	SUSAN A HOLSTEIN	2176.88	D292717	LIANE Y KWAN	2458.83
D292718	JANY H LEE	3114.28	D292719	SHERRILL A MEAD	2335.34
D292720	CAITLYN M STEPHENSON	1457.29	D292721	LAURA J STOVER	4065.16
D292722	FRANA K CASSIDY	1544.45	D292723	ANNA L GOLD	1463.23
D292724	HIEU Q PHAM	1613.64	D292725	KATRENA J SCHULZE	6.19
D292726	MATTHEW T SWANSON	1117.31	D292727	ANTHONY VALENZUELA	1280.24
D292728	CANDY G WILDER	1805.50	D292729	TERENCE S CHANG	1626.48
D292730	VERNA L ESPINOZA	1682.00	D292731	CHARLES D KALIL	1319.16
D292732	GEOFFREY A KLOESS	2508.10	D292733	CAMERON M MANGELS	1398.11
D292734	RACHOT MORAGRAAN	2926.75	D292735	NOEL J PROFFITT	3119.33
D292736	ANAND V RAO	3440.62	D292737	JOSEPH M SCHWARTZ	2156.23
D292738	ROD T VICTORIA	1902.44	D292739	TERREL KEITH WINSTON	3171.27
D292740	POLICE ASSN	14189.83	D292741	GG FIRE FIGHTERS 2005	20924.80
D292742	SO CAL C.U.	92222.37	D292743	SOUTHLAND C.U.	3485.00
W2226	GREAT WEST LIFE 457 #340	100541.46	W2227	GREAT WEST LIFE OBRA#340	3066.63
W2228	INTERNAL REVENUE SERVICE	341796.17	W2229	EMPLOYMENT DEVELOPMENT D	92958.55

**** PAGE TOTAL = 816783.64

TOTAL CHECK PAYMENTS	49	66,249.68
TOTAL DIRECT DEPOSITS	691	1,574,824.57
TOTAL WIRE PAYMENTS	4	538,362.81
GRAND TOTAL PAYMENTS	744	2,179,437.06

Checks #179583 thru #179631, and Direct Deposits #D292053 thru #D292743, and wire #W2226 thru #W2229 presented in the Payroll Register submitted to the Garden Grove City Council 26 APR 2016, have been audited for accuracy and funds are available for payment thereof.


KINGSLEY C OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
600396	WESTERN EXTERMINATOR	REV & VOID	-150.00 *
601773	R.H.F. INC.	REV & VOID	-613.87 *
603398	KEVIN BOTKA	REV & VOID	-500.00 *
603543	SUNSET INDUSTRIAL PARTS	REV & VOID	-184.71 *
603550	EMS PERSONNEL FUND	REV & VOID	-400.00 *
W601035	VU, PHAT D	REV & VOID	-1,756.00 *
603594	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,008.75 *
603595	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	29,483.20
		SELF-INS ADMN	2,779.28
			32,262.48 *
603596	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	5,682.80 *
603597	RECOGNITION SERVICES, INC.	PINS/MENTOS	805.00 *
603598	SCHAEFER, NICK	L/S/A TRANSPORTATION	55.00 *
603599	VISION SERVICE PLAN	VISION INSURANCE	3,830.28 *
603600	KIM, NOELLE	L/S/A TRANSPORTATION	55.00 *
603601	PAMELA V PURCELL, TRUSTEE	LEASE PAYMENT	24,650.41 *
603602-603605	VOID WARRANTS		
603606	AT&T	TELEPHONE	16,812.79 *

PAGE TOTAL FOR "*" LINES = 83,557.93

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603607	AT&T	TELEPHONE	165.92 *
603608	SO CALIF EDISON CO	ELECTRICITY	170.46 *
603609	SO CALIF GAS CO	NATURAL GAS	401.66 *
603610	VERIZON CALIFORNIA	TELEPHONE/BEEPERS	298.74 *
603611	JAY'S CATERING	FOOD	4,245.86 *
603612	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	766.54 *
603613	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	87,841.64 *
603614	HOLDER, JAMES C	TRAVEL ADVANCE	-807.94
		SUBSISTENCE	340.00
		OTHER CONF/MTG EXP	576.67
			108.73 *
603615	J&M ENVIRONMENTAL CONTROL GROUP	OTHER PROF SERV	7,500.00 *
603616	LOPEZ, DAVID	TRAVEL ADVANCE-P.D.	234.00 *
603617	YOUNG, DAVID C.	TRAVEL ADVANCE-P.D.	-208.00
		SUBSISTENCE	208.00
		OTHER CONF/MTG EXP	16.00
			16.00 *
603618	LEA KOVACS	TRAVEL ADVANCE-P.D.	-208.00
		SUBSISTENCE	208.00
		OTHER CONF/MTG EXP	16.00
			16.00 *
603619	MARGOLIN, CONSTANCE KAYE	EMPL COMPUTER PURCH	-604.57
		HOLIDAY BUYBACK	769.29
		VACATION BUYBACK	9,381.10
		OASDI/MEDICARE TX	-147.18
			9,398.64 *
603620	GUERRA SANCHEZ, EVELIO	RELOCATION PAYMENTS	2,425.00 *
603621	ARTI NEHRU	OTHER PROF SERV	343.75 *

PAGE TOTAL FOR "*" LINES = 113,932.94

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603622	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	5.00 *
603623	DEKRA-LITE INDUSTRIES INC.	OTHER REC/CULT SUPP	9,229.74 *
603624	GRUVER PH.D., ERIC	MEDICAL SERVICES	425.00 *
603625	i.i. FUELS, INC	MV GAS/DIESEL FUEL	17,782.00 *
603626	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,518.31 *
603627	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	214.73 *
603628	CARL WARREN & CO	SELF-INS ADMN	9,000.00 *
603629	TURORI, MELODIE	OTHER PROF SERV	180.00 *
603630	COSTAR GROUP, INC.	DUES/MEMBERSHIPS	412.78 *
603631	JESSE QUINALTY DBA RED HELMET TRAINING	REV & VOID	-225.00
		TUITION/TRAINING	225.00
			0.00 *
603632	VOID WARRANT		0.00 *
603633	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	3,500.00 *
603634	COSTCO C/O CAPITAL ONE COMMERCIAL	TRUST FUND EXPEND	64.23
		FaCT:PROGRAM EXP	56.37
		FaCT:RLTNSHP PRG	123.59
		SEEDS/PLANTS	77.70
		FOOD	111.07
		FOOD SERV SUPPL	11.77
		BOTTLED WATER	41.35
		OTHER FOOD ITEMS	297.44
		OTHER MAINT ITEMS	388.78
		OFFICE SUPPLIES/EXP	55.26
		MINOR OFFICE FURN/EQ	333.71
			1,561.27 *
603635	VOID WARRANT		

PAGE TOTAL FOR "*" LINES = 43,828.83

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603636	VOID WARRANT		
603637	SPOK, INC.	TELEPHONES/BEEPERS	191.83 *
603638	VOID WARRANT		
603639	SO CALIF EDISON CO	ELECTRICITY	26,849.50 *
603640	SO CALIF GAS CO	NATURAL GAS	5,430.15 *
603641	SPRINT	TELEPHONE	69.60 *
603642	VERIZON CALIFORNIA	TELEPHONE/BEEPERS	606.81 *
603643	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	15,734.80 *
603644	CALIFORNIA TRAINING INSTITUTE	TUITION/TRAINING	205.00 *
603645	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	24,920.92 *
603646	GARDEN GROVE SECURED STORAGE	OTHER RENTALS	1,296.00 *
603647	CITY OF POMONA	TUITION/TRAINING	240.00 *
603648	ADMINSURE	SELF-INS ADMN	15,965.00 *
603649	JAY'S CATERING	FOOD	151.20 *
603650	PASSIONATE PASTRY	FOOD	1,487.50 *
603651	AT&T U-VERSE	TELEPHONE	85.00 *
603652	FELSE, DEBBY	TRAVEL ADVANCE-P.D.	170.26 *
603653	TIME WARNER CABLE	NETWORK COMMUNICT	834.00 *
603654	AMERICAN INTERNET SERVICES, LLC	NETWORK COMMUNICT	669.56 *
603655	AQUA-METRIC SALES, CO.	OTHER MAINT ITEMS	574.22 *

PAGE TOTAL FOR "*" LINES = 95,481.35

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603656	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	3,830.56 *
603657	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	592.35 *
603658	ENTERPRISE FLEET MGMT INC CUSTOMER BILLINGS	VEHICLE OP LEASE	4,409.62 *
603659	i.i. FUELS, INC	MV GAS/DIESEL FUEL	18,846.95 *
603660	KELLY PAPER	PAPER/ENVELOPES	99.63 *
603661	LOS ALTOS TROPHY	AWARDS/TROPHIES	1,551.31 *
603662	MB PAINTING	MAINT OF REAL PROP	3,200.00 *
603663	MOVING FWRD PSYCHOLOGICAL INST	OTHER PROF SERV	100.00 *
603664	PRICON ENTERPRISE TECHNOLOGIES	MAINT-SERV CONTRACTS	5,110.00 *
603665	R.H.F. INC.	REPAIRS-FURN/MACH/EQ	663.87 *
603666	AT&T GLOBAL SERVICES INC	TELEPHONE	78.80 *
603667	S.C. YAMAMOTO, INC.	MAINT OF REAL PROP	8,711.66 *
603668	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	14,528.96 *
603669	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	828.16 *
603670	DIRECTV	CABLE TV SERVICE	149.84 *
603671	INTERLOG CORPORATION DBA INTERLOG CONSTRUCTION	BLDGS/IMPROVEMENTS	131,015.06 *
603672	INT'L ASSOC. OF FINANCIAL CRIME INVESTIGATORS	DUES/MEMBERSHIPS	180.00 *
603673	GUITAR CENTER STORES, INC.	TRUST FUND EXPEND	1,946.06 *
603674	NATEC INTERNATIONAL INC	TUITION/TRAINING	975.00 *
603675	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	672.00 *
603676	DOWD III, WILLIAM A.	RENT SUBSIDY	819.00 *
603677	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,679.07 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603678	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
603679	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
603680	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
603681	CO. OF ORANGE	WAGE ATTACHMENT	276.92 *
603682	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
603683	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
603684	CO. OF ORANGE	WAGE ATTACHMENT	831.00 *
603685	CHUN, MYUNG	DEP CARE REIMB	450.00 *
603686	DALTON, BRIAN	MED TRUST REIMB	720.00 *
603687	EIFERT, ANN CAO	MED TRUST REIMB	600.08 *
603688	FLORES JR, MANUEL	MED TRUST REIMB	548.10 *
603689	GARCIA, SYLVIA	MED TRUST REIMB	914.90 *
603690	JOHN BARANGER III	MED TRUST REIMB	762.48 *
603691	LEE, GRACE	MED TRUST REIMB DEP CARE REIMB	100.00 192.30 292.30 *
603692	LOERA JR.*, RAFAEL	MED TRUST REIMB	206.99 *
603693	LOWE*, SCOTT T	MED TRUST REIMB	201.05 *
603694	MEEKS, REBECCA S	MED TRUST REIMB	499.98 *
603695	MIDDENDORF, LINDA	MED TRUST REIMB	299.78 *
603696	PARDON, BRENT	MED TRUST REIMB	2,638.00 *
603697	PHI, THYANA	DEP CARE REIMB	192.30 *
603698	RAO*, ANAND V.	MED TRUST REIMB	350.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603699	RUITENSCHILD, LES	DEP CARE REIMB	192.30 *
603700	TRUHILL, JUSTIN	MED TRUST REIMB	555.87 *
603701	WEISS, MARK S	MED TRUST REIMB	752.68 *
603702	WILDER, CANDY	MED TRUST REIMB	600.04 *
603703	YERGENSEN *, VICTOR	MED. TRUST REIMB	585.23 *
603704	HODSON, AARON	DEP CARE REIMB	138.46 *
603705	LADNEY, MARK	MED TRUST REIMB	327.41 *
603706	M. GANNON ECKHARDT	MED TRUST REIMB	30.00 *
603707	LIZ VASQUEZ	DEP CARE REIMB	96.23 *
603708	TRIMBLE, EMILY	MED TRUST REIMB	533.98 *
603709	PHAM, ANH	MED TRUST REIMB	198.00 *
603710	FIRST BANKCARD UNION BANK OF CALIFORNIA	POSTAGE	0.00
		COMMODITIES	800.34
		SEEDS/PLANTS	77.76
		OFFICE SUPPLIES/EXP	79.54
			957.64 *
603711	FIRST BANKCARD UNION BANK OF CALIFORNIA	HSHLD EQUIP/SUPPLIES	122.90
		OFFICE SUPPLIES/EXP	22.01
			144.91 *
603712	FIRST BANKCARD UNION BANK OF CALIFORNIA	L/S/A TRANSPORTATION	294.96
		LODGING	517.60
		MV GAS/DIESEL FUEL	59.61
			872.17 *
603713	FIRST BANKCARD UNION BANK OF CALIFORNIA	OTHER EDUCATION EXP	82.73
		FOOD	1,269.96
		OFFICE SUPPLIES/EXP	72.60
			1,425.29 *
603714	FIRST BANKCARD UNION BANK OF CALIFORNIA	OTHER EDUCATION EXP	1,092.50 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603715	FIRST BANKCARD UNION BANK OF CALIFORNIA	REGISTRATION FEES	20.00
		OTHER FOOD ITEMS	40.45
		OFFICE SUPPLIES/EXP	2.99
			63.44 *
603716	FIRST BANKCARD UNION BANK OF CALIFORNIA	ADVERTISING	25.10
		FOOD	314.24
			339.34 *
603717	FIRST BANKCARD UNION BANK OF CALIFORNIA	OFFICE SUPPLIES/EXP	11.86 *
603718	FIRST BANKCARD UNION BANK OF CALIFORNIA	DELIVERY SERVICES	6.45
		L/S/A TRANSPORTATION	494.92
		LODGING	3,760.26
		TUITION/TRAINING	180.00
			4,441.63 *
603719	CHAMPION TROPHY CO. OF ORANGE COUNTY	AWARDS/TROPHIES	831.60 *
603720	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL	143,654.63
		REFUSE COLL SERV	9,813.09
			153,467.72 *
603721	GLOCK, INC.	GUNS/AMMUNITION	100.00 *
603722	STATE BOARD OF EQUALIZATION SPECIAL TAXES AND FEES	PERMITS/OTHER FEES	1,015.54 *
603723	CA-NV-AWWA SECTION OFFICE	TUITION/TRAINING	600.00 *
603724	ELGIN*, TODD D.	TRAVEL ADVANCE-P.D.	120.00 *
603725	FOWLER, ROBERT D	TRAVEL ADVANCE-P.D.	228.00 *
603726	GARCIA, PETE	TRAVEL ADVANCE-P.D.	314.00 *
603727	LOPEZ, DAVID	TRAVEL ADVANCE-P.D.	314.00 *
603728	LEIU	TUITION/TRAINING	450.00 *
603729	VAICARO, VINCENTE	TRAVEL ADVANCE-P.D.	269.00 *
603730	LEA KOVACS	TRAVEL ADVANCE-P.D.	314.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603731	EPIC OFFICE FURNITURE INC	MINOR OFFICE FURN/EQ	518.36 *
603732	TIERRA WEST ADVISORS, INC	OTHER PROF SERV	7,499.00 *
603733	FIRST BANKCARD UNION BANK OF CALIFORNIA	BOOKS/SUBS/CASSETTES	175.84
		HSHLD EQUIP/SUPPLIES	24.39
		OFFICE SUPPLIES/EXP	714.53
		SAFETY EQ/SUPPLIES	590.25
			1,505.01 *
603734	LEE, GRACE	L/S/A TRANSPORTATION	218.20 *
603735	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	2,671.50 *
603736	AKM CONSULTING ENGINEERS	ENGINEERING SERVICES	6,500.00 *
603737	ASSOC OF ENVIRONMENTAL PROF	ADVERTISING	100.00 *
603738	ADAMSON POLICE PRODUCTS	GUNS/AMMUNITION	1,998.00 *
603739	ALCO TARGET COMPANY	OTHER PROF SUPPLIES	169.76 *
603740	MAYFLOWER DISTRIBUTING CO	OTHER REC/CULT SUPP	41.36 *
603741	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	9,686.80 *
603742	CITY OF ANAHEIM DIVISION OF COLLECTION	MAINT OF REAL PROP	210.00
		FAIR SHARE COST	95,271.91
			95,481.91 *
603743	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	450.00 *
603744	ANAHEIM REGIONAL MEDICAL CENTER	MEDICAL SERVICES	3,000.00 *
603745	ANDERSEN'S DOOR SERVICE	MAINT OF REAL PROP	419.00 *
603746	ANGELUS QUARRIES, INC.	AGGREGATES/MASONRY	468.01 *
603747	ART SUPPLY WAREHOUSE	OFFICE SUPPLIES/EXP	79.11 *
603748	AUDIO/VIDEO SERVICES	REPAIRS-FURN/MACH/EQ	200.00 *
603749	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	3,497.51 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603750	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	925.98 *
603751	BISHOP CO.	WHSE INVENTORY	620.35
		OTHER MINOR TOOLS/EQ	1,242.00
			1,862.35 *
603752	BLACK & VEATCH CORP.	OTHER PROF SERV	3,000.00 *
603753	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	4,099.79 *
603754	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	259.55 *
603755	CDW-GOVERNMENT INC	SOFTWARE	1,275.20 *
603756	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	5,161.00 *
603757	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	19.47
		OTHER MAINT ITEMS	42.41
		OTHER REC/CULT SUPP	42.41
			104.29 *
603758	CLEANSTREET	STREET SWEEPING SERV	76.30
		OTHER MAINT ITEMS	204.40
			280.70 *
603759	COASTAL ESTATES & DEVELOPMENT	FEE REFUND	104.49 *
603760	COASTLINE EQUIPMENT	MOTOR VEH PARTS	1,848.65 *
603761	COMLINK LASERCARE	REPRO SUPPLIES	125.00
		OFFICE SUPPLIES/EXP	154.23
			279.23 *
603762	COMLOCK SECURITY GROUP COMMERCIAL LOCK & SECURITY	REPAIRS-FURN/MACH/EQ	360.72 *
603763	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	6,198.00
		GEN PURPOSE TOOLS	307.00
			6,505.00 *
603764	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	5,902.88 *
603765	WM CURBSIDE, LLC AT YOUR DOOR	OTHER PROF SERV	6,789.62 *

PAGE TOTAL FOR "*" LINES = 38,759.45

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603766	L.N.CURTIS & SONS DEPT 34921	SAFETY EQUIP	542.16 *
603767	DEKRA-LITE INDUSTRIES INC.	SIGNS/FLAGS/BANNERS	467.32 *
603768	DENNIS GRUBB & ASSOCIATES, LLC	OTHER PROF SERV	600.00 *
603769	DIAMOND ENVIRONMENTAL SERVICES	OTHER MAINT ITEMS	303.47 *
603770	DOLPHIN GENERAL CONSTRUCTION	PLMBNG PERMIT REFUND	156.32 *
603771	DOOLEY ENTERPRISES, INC.	GUNS/AMMUNITION	13,359.60 *
603772	EHS, INC.	SAFETY EQ/SUPPLIES	300.00 *
603773	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	999.76
		OTHER MAINT ITEMS	223.74
			1,223.50 *
603774	FEDERAL EXPRESS CORP	DELIVERY SERVICES	54.74 *
603775	FLOWERS BY CINA, INC.	OTHER AGR SUPPLIES	194.40 *
603776	FORD OF ORANGE	MOTOR VEH PARTS	1,009.47 *
603777	FRYE SIGN CO	OTHER MAINT ITEMS	385.00 *
603778	GBS LINENS	LAUNDRY SERVICES	215.97 *
603779	GC ENVIRONMENTAL, INC.	CONTRACTUAL SERV	1,020.00 *
603780	GPSIT	MAINT-SERV CONTRACTS	160.00 *
603781	GANAHL LUMBER COMPANY	OTHER MINOR TOOLS/EQ	126.62 *
603782	REPUBLIC SERVICES #676	MAINT-SERV CONTRACTS	10.28 *
603783	GOLDEN BELL PRODUCTS, INC.	REPAIRS-FURN/MACH/EQ	7,581.00 *
603784	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	864.00 *
603785	GREEN'S DISCOUNT GLASS & SCREENS	OTHER MAINT ITEMS	348.40 *
603786	GREEN LEAF INDUSTRIES	MAINT OF REAL PROP	970.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603787	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	13.18
		HARDWARE	18.40
			31.58 *
603788	HILL'S BROS LOCK & SAFE INC	REPAIRS-FURN/MACH/EQ	111.91
		MAINT-SERV CONTRACTS	175.43
		OTHER MAINT ITEMS	15.12
		OTHER MINOR TOOLS/EQ	617.28
			919.74 *
603789	HYDRO-SCAPE PRODUCTS INC	PIPES/APPURTENANCES	142.04 *
603790	J & M SERVICE, INC.	OTHER CONST SUPPLIES	287.96 *
603791	KELLY PAPER	WHSE INVENTORY	265.41 *
603792	KILMER, WAGNER & WISE PAPER COMPANY, INC.	PAPER/ENVELOPES	331.86 *
603793	KLEINFELDER WEST, INC	ENGINEERING SERVICES	11,565.00 *
603794	KNORR SYSTEMS, INC.	OTHER BLD/EQ/ST SERV	325.44
		OTHER MAINT ITEMS	753.86
			1,079.30 *
603795	KOA CORPORATION	CONTRACTUAL SERV	16,386.16
		ENGINEERING SERVICES	4,767.50
			21,153.66 *
603796	L-3 COMMUNICATIONS MOBILE-VISION, INC	MAINT-SERV CONTRACTS	4,270.00 *
603797	LA HABRA FENCE CO, INC.	OTHER BLD/EQ/ST SERV	990.00 *
603798	LANGUAGE LINE SERVICES	TELEPHONE	563.06 *
603799	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	1,443.13 *
603800	LEON'S TRANSMISSION SERVICES INC	REPAIRS-FURN/MACH/EQ	478.08 *
603801	LIFECOM SAFETY SERVICE & SUPPLY	GEN PURPOSE TOOLS	403.25 *
603802	GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS	UNIFORMS	17.09 *
603803	LORRAINE MENDEZ & ASSOCIATES, LLC	OTHER PROF SERV	1,636.25 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603804	LY, THANH	OTHER PROF SERV	80.00 *
603805	MC MASTER-CARR SUPPLY CO	HARDWARE	85.21 *
603806	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	1,700.00 *
603807	MIEIR BUSINESS FORMS	PAPER/ENVELOPES	54.00 *
603808	GARDEN GROVE ACE HARDWARE	AIR COND SUPPLIES	103.16
		OTHER MAINT ITEMS	18.35
			121.51 *
603809	MR. D'S AUTOMOTIVE	REPAIRS-FURN/MACH/EQ	49.95
		MOTOR VEHICLE MAINT	1,275.73
			1,325.68 *
603810	OPEN SPATIAL	SOFTWARE	3,300.00 *
603811	NJP SPORTS INC.	MAINT OF REAL PROP	8,500.00 *
603812	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	63.18 *
603813	NIAGARA PLUMBING	OTHER PROF SERV	14.15
		PIPES/APPURTENANCES	299.47
		OTHER MAINT ITEMS	500.85
			814.47 *
603814	NICKEY PETROLEUM CO., INC.	PAINT/DYE/LUBRICANTS	959.30 *
603815	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	611.46 *
603816	ARC	ADVERTISING	102.59 *
603817	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	OTHER MAINT ITEMS	609.00 *
603818	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	2,614.38 *
603819	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	3,560.02 *
603820	ORANGE COUNTY APPLIANCE PARTS	PIPES/APPURTENANCES	153.82 *
603821	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	1,575.00 *

PAGE TOTAL FOR "*" LINES = 26,229.62

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603822	ORANGE COUNTY WELDING, INC.	OTHER MAINT ITEMS	390.00 *
603823	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	505.00 *
603824	DAY & NIGHT PLUMBING, INC	MAINT-SERV CONTRACTS	654.50 *
603825	PEST OPTIONS, INC.	MAINT OF REAL PROP	500.00 *
603826	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	320.00 *
603827	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	1,449.00 *
603828	QUEST DIAGNOSTICS INC	MEDICAL SERVICES	26.49 *
603829	QUINN POWER SYSTEMS ASSOCIATES	REPAIRS-FURN/MACH/EQ	1,553.96 *
603830	REDFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	60,900.00 *
603831	THE ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	165.67 *
603832	LASALLE GROUP INC. DBA RIDDLE APPLIANCE & TV SVC	MAINT-SERV CONTRACTS	141.25 *
603833	ROSEBURROUGH TOOL, INC.	GEN PURPOSE TOOLS	156.54 *
603834	RUITENSCHILD, LES	SAFETY EQ/SUPPLIES	150.00 *
603835	SAFETY 1st PEST CONTROL, INC	MAINT OF REAL PROP	725.00 *
603836	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	375.00 *
603837	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
603838	SIMPSON CHEVROLET OF GG	REPAIRS-FURN/MACH/EQ	2,480.15
		MOTOR VEH PARTS	3,473.49
			5,953.64 *
603839	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	1,750.34 *
603840	SOUTH COAST EMERGENCY VEHICLE SERVICES	MOTOR VEH PARTS	96.05 *
603841	SO CALIF MUN ATHLETIC FEDERATION	OTHER PROF SERV	687.75 *
603842	SOUTHERN COUNTIES LUBRICANTS LLC.	WHSE INVENTORY	1,315.92 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603843	SPARKLETTES	BOTTLED WATER	178.11 *
603844	SPECTRUM GAS PRODUCTS, INC.	OTHER RENTALS	152.00 *
603845	STRADLING, YOCCA, CARLSON & RAUTH	OTHER PROF SERV	108.00 *
603846	SULLY-MILLER CONTRACTING CO	WTR/SWR CONST CONTR	138,304.32 *
603847	SUN BADGE COMPANY	UNIFORMS	809.79 *
603848	THOMPSON DOOR & FRAME INC.	OTHER CONST SUPPLIES	288.00 *
603849	THOMSON REUTERS- WEST C/O WEST PAYMENT CENTER	DUES/MEMBERSHIPS	247.74 *
603850	TRUONG, THUAN BICH	STATE ADA PASSTHRU	0.60
		BUS OPER TAX REFUND	202.30
		BOT FEE REFUND	85.00
		CITY ADA ASMT 70%	1.40
			289.30 *
603851	TYCO INTEGRATED SECURITY LLC	MAINT-SERV CONTRACTS	3,316.31 *
603852	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	246.00 *
603853	UNIFIRST CORP	LAUNDRY SERVICES	1,667.10 *
603854	UNITED PARCEL SERVICE	DELIVERY SERVICES	45.76 *
603855	U.S. TOY CO.	CLASSROOM SUPPLIES	42.70 *
603856	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	144.42 *
603857	VUONG, VINH	GEN PLAN FEE REF	70.40
		BLDG PERMIT REFUND	459.73
		BSASRF STATE FEE	1.60
		FEE REFUND	8.00
		PC FEE REFUND	32.40
		ELECTRL P/C FEES REF	20.80
		PLAN CK FEE REFUND	100.18
		PERMIT REFUND	19.20
			712.31 *
603858	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	449.71 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603859	GRAINGER	MOTOR VEH PARTS	275.19
		ELECTRICAL SUPPLIES	1,030.33
		PIPES/APPURTENANCES	83.77
		OTHER MAINT ITEMS	1,679.39
		GEN PURPOSE TOOLS	189.43
		HARDWARE	173.55
		FURN/MACH/EQUIP REPL	471.68
			3,903.34 *
603860	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	1,354.50 *
603861	WAXIE SANITARY SUPPLY	WHSE INVENTORY	1,577.80 *
603862	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	14,104.00 *
603863	FERGUSON ENTERPRISES, INC #1350	PIPES/APPURTENANCES	918.67 *
603864	WESTCOAST MUFFLER	MOTOR VEH PARTS	846.80 *
603865	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	952.50 *
603866	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	866.04 *
603867	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	1,296.81 *
603868	SANTA ANA COLLEGE CRIMINAL JUSTICE ACADEMIES	TUITION/TRAINING	1,959.60 *
603869	SKILLPATH SEMINARS	TUITION/TRAINING	299.00
		BOOKS/SUBS/CASSETTES	33.90
			332.90 *
603870	SAFARILAND, LLC	OTHER PROF SUPPLIES	1,752.73 *
603871	B & D TOWING	TOWING SERVICES	210.00 *
603872	AGUINAGA GREEN	TREES	475.20 *
603873	POSITIVE PROMOTIONS, INC.	PAPER/ENVELOPES	1,243.13 *
603874	BOLSA GUNSMITHING	OTHER BLD/EQ/ST SERV	110.80 *
603875	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	225.79 *

PAGE TOTAL FOR "*" LINES = 32,130.61

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603876	ALTEC INDUSTRIES, INC	REPAIRS-FURN/MACH/EQ	1,325.46 *
603877	R.J. ALLEN, INC.	OTHER MAINT ITEMS	960.00 *
603878	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	1,451.01 *
603879	MCFADDEN DALE INDUSTRIAL HARDWARE	OTHER MINOR TOOLS/EQ HARDWARE	120.15 120.15 240.30 *
603880	VIET BAO DAILY, INC.	ADVERTISING	200.00 *
603881	DIEMERT, RON	SAFETY EQ/SUPPLIES	46.01 *
603882	FOPCO INCORPORATED FUEL OIL POLISHING CO	MAINT-SERV CONTRACTS	4,240.00 *
603883	ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	113.72 *
603884	TRAFFIC MANAGEMENT INC	OTHER MAINT ITEMS	765.12 *
603885	ULINE INC.	WHSE INVENTORY	789.39 *
603886	E.G. BRENNAN & CO., INC.	MINOR OFFICE FURN/EQ	1,427.92 *
603887	MARIE CALLENDER'S	FOOD	49.18 *
603888	BEE REMOVERS	NON-SPEC CONTR SERV	110.00 *
603889	JOINTS	PIPES/APPURTENANCES	725.16 *
603890	O'REILLY AUTO PARTS	MOTOR VEH PARTS	3,284.65 *
603891	GAIL MATERIALS	OTHER AGR SUPPLIES	1,917.98 *
603892	BRITHINEE ELECTRIC	REPAIRS-FURN/MACH/EQ	10,508.40 *
603893	BEST TINT	MOTOR VEH PARTS	80.00 *
603894	NATURE'S GROWERS NURSERY	SEEDS/PLANTS	100.44 *
603895	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,872.50 *
603896	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	BOOKS/SUBS/CASSETTES	49.75 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603897	911 VEHICLE	REPAIRS-FURN/MACH/EQ	3,584.80
		MOTOR VEHICLE MAINT	425.00
			4,009.80 *
603898	GOLDEN STAR TECHNOLOGY, INC. DBA: GST	SOFTWARE	937.32
		NETWORKING EQUIP	13,956.24
			14,893.56 *
603899	OPEN TEXT INC	MAINT-SERV CONTRACTS	858.00 *
603900	GIE TECHNOLOGIES INC.	ENGINEERING SERVICES	45,438.09 *
603901	MUNICIPAL MAINTENANCE EQUIPMENT, INC.	MOTOR VEH PARTS	700.48 *
603902	ECOLOGICAL FERTIGATION, INC.	MAINT OF REAL PROP	1,155.00 *
603903	ANAHEIM FENCE CO.	REPAIRS-FURN/MACH/EQ	675.00 *
603904	B.L. WALLACE DISTRIBUTOR, INC.	MAINT SUPP-TRAFF SIG	158.81 *
603905	SCHORR METALS, INC.	HARDWARE	83.62 *
603906	GMS AUTOGLASS	MOTOR VEH PARTS	75.00 *
603907	STILES, SCOTT C.	MEDICAL SERVICES	1,564.33 *
603908	BATTERY SYSTEMS	MOTOR VEH PARTS	559.45 *
603909	ECOLINE INDUSTRIAL SUPPLY INC	JANITORIAL SUPPLIES	574.25 *
603910	VN-US IMMIGRATION & SERVICES	OTHER PROF SERV	195.50 *
603911	SUPERCO SPECIALITY PRODUCTS	OTHER MAINT ITEMS	1,108.85 *
603912	COMMERCIAL DOOR OF ORANGE COUNTY, INC.	OTHER PROF SUPPLIES	4,464.00 *
603913	SPARTAN MEDIA GROUP DBA SGX MEDIA/SGX PRINT	PAPER/ENVELOPES	783.00 *
603914	TRAN, KIM VAN	BUS OPER TAX REFUND	290.00 *
603915	CHUNG, ALEXANDER Y.	BUS OPER TAX REFUND	238.42 *
603916	CHAMPION TROPHY CO. OF ORANGE COUNTY	AWARDS/TROPHIES	221.40 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603917	FAIR HOUSING FOUNDATION	CONTRACTUAL SERV	2,837.13 *
603918	SHAMROCK SUPPLY COMPANY, INC	WHSE INVENTORY	327.36 *
603919	YO-FIRE SUPPLIES	WHSE INVENTORY	4,817.45
		OTHER MAINT ITEMS	340.04
			5,157.49 *
603920	NWN CORPORATION DEPT 34611	REPRO SUPPLIES	135.00
		OFFICE SUPPLIES/EXP	667.40
			802.40 *
603921	MSC INDUSTRIAL SUPPLY CO. INC.	OFFICE SUPPLIES/EXP	159.62 *
603922	A-1 AUTO ELECTRIC FRESNO MOTOR EXCHANGE	MOTOR VEH PARTS	405.64 *
603923	THE GEO GROUP, INC. ATTN: CONTROLLER	JAILER SERVICES	42,885.58 *
603924	CENTURY INDUSTRIES LLC	MAINT OF REAL PROP	1,725.84 *
603925	JESSE QUINALTY DBA RED HELMET TRAINING	TUITION/TRAINING	225.00 *
603926	VOID WARRANT		
603927	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	10,708.32 *
603928	N.E.A.D., INC. DBA NEAD/MYCIVIC	OTHER PROF SERV	900.00 *
603929	D'ALESIO, INC.	SAFETY EQ/SUPPLIES	941.40 *
603930	SOUTHERN COMPUTER WAREHOUSE, INC	MONITORED MINOR EQ	1,293.21 *
603931	CALBO	DUES/MEMBERSHIPS	215.00 *
603932	IAAI, INC.	DUES/MEMBERSHIPS	100.00 *
603933	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	3,837.36 *
603934	STATE CRANE LLC	MAINT-SERV CONTRACTS	260.00 *
603935	RPM ELECTRIC MOTORS	FURN/MACH/EQUIP REPL	331.21 *
603936	DANIEL MOORE	TUITION REIMB	742.50 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603937	AUTONATION FORD TUSTIN	MOTOR VEHICLE MAINT	366.00 *
603938	DATABLAZE LIGHTING UP WIRELESS DATA	OTHER PROF SERV	79.90 *
603939	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	OTHER PROF SERV	389.08 *
603940	AAOC	DUES/MEMBERSHIPS	99.00 *
603941	LIEBERT CASSIDY WHITMORE	LEGAL FEES	4,257.50 *
603942	PSI	MOTOR VEH PARTS	137.54 *
603943	SOUTH COAST A.Q.M.D.	PERMITS/OTHER FEES	674.16 *
603944	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	25.62 *
603945	PRINT MASTERS 85	ADVERTISING	1,620.82 *
603946	NICOLAE, CORNELIU	BOOKS/SUBS/CASSETTES	66.68 *
603947	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	NETWORK COMMUNICT	129,608.00
		NETWORKING SERVICES	1,115.00
		OTHER PROF SERV	4,624.25
			135,347.25 *
603948	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	24,260.00 *
603949	PRADO FAMILY SHOOTING RANGE	PISTOL RANGE RENTAL	600.00 *
603950	BILL'S SOUND & SECURITY	OTHER PROF SERV	300.00 *
603951	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	3,395.52 *
603952	MurCal, INC.	FURN/MACH/EQUIP REPL	1,695.17 *
603953	PRESSTEK INC.	MAINT-SERV CONTRACTS	217.50 *
603954	CALIFORNIA BUILDING STANDARDS COMMISSION	BSASRF STATE FEE	737.10 *
603955	PROFESSIONAL TURF SPECIALTIES, INC.	MAINT OF REAL PROP	4,000.00 *
603956	MOTOR COP SHOP, INC.	UNIFORMS	503.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603957	TRUGREEN LIMITED PARTNERSHIP	MAINT OF REAL PROP	4,764.00 *
603958	LORENZANA, ELLY	WATER CLOSING BILL REFUND	26.11 *
603959	HEARN, THOMAS	WATER CLOSING BILL REFUND	10.02 *
603960	NOE, BARBARA	WATER CLOSING BILL REFUND	23.81 *
603961	GUAJARDO, APRIL	WATER CLOSING BILL REFUND	121.78 *
603962	PHUNG, JENNY	WATER CLOSING BILL REFUND	52.58 *
603963	Y&S ENTERPRISES, INC.	WATER CLOSING BILL REFUND	48.67 *
603964	LUU, LAN	WATER CLOSING BILL REFUND	271.16 *
603965	RIO, AMBER	WATER CLOSING BILL REFUND	8.39 *
603966	NGUYEN, PHUONG THI	WATER CLOSING BILL REFUND	54.14 *
603967	DAO, KHANH	WATER CLOSING BILL REFUND	23.31 *
603968	MORALES, CELMAN	WATER CLOSING BILL REFUND	79.56 *
603969	TRUONG, JEFF	WATER CLOSING BILL REFUND	87.32 *
603970	ADVANCED ESTATE REALTY	WATER CLOSING BILL REFUND	58.48 *
603971	HOWARD, GORDON L	WATER CLOSING BILL REFUND	100.00 *
603972	DUONG, ANH T	WATER CLOSING BILL REFUND	10.81 *
603973	NGO, SON	WATER CLOSING BILL REFUND	9.55 *
603974	PHAM, SANG	WATER CLOSING BILL REFUND	28.72 *
603975	NRI PORTFOLIOS LLC	WATER CLOSING BILL REFUND	16.44 *
603976	SERVICELINK HOLDINGS, LLC	WATER CLOSING BILL REFUND	34.99 *
603977	DAO, KHANH	WATER CLOSING BILL REFUND	8.96 *
603978	LUBCZYNSKI, SYLVESTER	WATER CLOSING BILL REFUND	38.59 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603979	ARTNER, MICHAEL	WATER CLOSING BILL REFUND	12.86 *
603980	NEXT LEVEL PROPERTY INVESTMENT LLC	WATER CLOSING BILL REFUND	31.39 *
603981	NEXT LEVEL PROPERTY INVESTMENT LLC	WATER CLOSING BILL REFUND	9.51 *
603982	BANUELOS, ROBERT	WATER CLOSING BILL REFUND	8.95 *
603983	NGO, NANCY	WATER CLOSING BILL REFUND	6.82 *
603984	PATEL, ABRAHAM	WATER CLOSING BILL REFUND	365.28 *
603985	NGUYEN, HAI	WATER CLOSING BILL REFUND	30.87 *
603986	BROWN, MICHAEL	WATER CLOSING BILL REFUND	49.48 *
603987	LE, JOHN	WATER CLOSING BILL REFUND	10.68 *
603988	LEE, LISA	WATER CLOSING BILL REFUND	24.14 *
603989	PARSON, HAI	WATER CLOSING BILL REFUND	59.24 *
603990	CA BANK & TRUST	WATER CLOSING BILL REFUND	4.00 *
603991	FIDUCIARY REAL ESTATE SERVICES	WATER CLOSING BILL REFUND	51.38 *
603992	TRUONG, BICH NGOC	WATER CLOSING BILL REFUND	29.67 *
603993	WRIGHT, JOHNNY & MARILYN	WATER CLOSING BILL REFUND	18.00 *
603994	LE, TUAN & LE, THOM T.	WATER CLOSING BILL REFUND	40.35 *
603995	MULVEY, PATRICK	WATER CLOSING BILL REFUND	39.31 *
603996	CONNOR, THOMAS J and ELIZABETH	WATER CLOSING BILL REFUND	71.67 *
603997	NGUYEN, LIEN	WATER CLOSING BILL REFUND	12.49 *
W1559	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	648,862.54 *
W1560	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCRUED LIAB CLAIMS	15,000.00
		LEGAL FEES	52,948.47
		MUN CLAIMS BD PMT	2,269.49

PAGE TOTAL FOR "*" LINES = 649,738.63

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/26/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
			70,217.96 *
W1561	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	868,612.99 *
W1562	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	4,100.56 *

PAGE TOTAL FOR "*" LINES = 942,931.51

FINAL TOTAL 3,210,513.93 *

DEMANDS #603594 - 603997 AND WIRES W1559 - W1562 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 26, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


KINGSLEY C. OKEREKE - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Consideration of proposed voting district maps for the formation of six Council Districts, Public Hearing to receive public input on district boundaries and introduction of an ordinance implementing by-district elections. (<i>Action Item</i>)	Date:	4/26/2016

OBJECTIVE

The purpose of this report is to provide proposed voting district maps for the formation of six council districts for City Council consideration, hold a Public Hearing to receive public input on district boundaries and introduce an ordinance implementing by-district elections.

BACKGROUND

On September 25, 2015, the City Council approved a settlement in a lawsuit brought against the City asserting the City's current "at-large" method of electing City Council members violates the California Voting Rights Act. Pursuant to the settlement the City was required to replace the current at-large election process with a by-district election process beginning in 2016. Although the settlement initially called for five districts and elimination of an at-large mayor's election, the court allowed an intervention action by the Central Garden Grove Neighborhood Association, which challenged the elimination of the directly elected Mayor. Subsequently, on January 26, 2016, the City Council approved a new settlement in which a stipulated judgement was entered requiring the City to replace the current at-large election process with six Council districts, and preserve an at-large elected Mayor.

In October 2015, the City Council approved an agreement with Compass Demographics to direct the process of creating districts. In coordination with Mr. David Ely of Compass Demographics, a community participation plan was developed to gather public input on voting district boundaries and to facilitate the development

of preliminary district map proposals. Following approval of the new settlement in January 2016, focus centered on gathering public input on district boundaries that reflect six council districts.

In accordance with the community participation plan, outreach efforts included, but were not limited to the following elements:

Outreach

The City established a dedicated webpage containing all notices and information on the district elections mapping process with information in English, Spanish, Korean, Chinese and Vietnamese. An email address specific to voting district formation communications - districtelections@garden-grove.org was also established.

Additionally, City staff provided information to the public on the district mapping process through the City's social media accounts, press releases, posting notices in the City's regular posting locations, flyer distribution on public counters and at public meetings, listings on the City's events calendar, information in the City water bill inserts, emails to local community groups and residents, a Channel 3 news segment, a study session at the November 24, 2015, City Council meeting, a Public Hearing at the January 26, 2016, City Council Meeting, and an update at the March 22, 2016, City Council Meeting.

Round 1 Outreach

Public input began with a series of meetings for interested stakeholders with demographics mapping expert Mr. David Ely from Compass Demographics. Mr. Ely held eleven (11) individual and small group meetings from November 30 – December 4, 2015, generally from 10:00 am to 9:00 pm. Mr. Ely discussed how equal population districts might be distributed, using a Garden Grove map with United States 2010 Census population figures by Census block groups to facilitate stakeholder efforts and input regarding communities of interest. He provided data tables to accompany sample discussion maps to convey demographic information expressed in percentages, including voting age population by ethnicity, Spanish and Asian surname registered voters and Spanish and Asian surname voter turnout. Interpreters for individual meetings were offered upon request.

Following the small group meetings with key stakeholders, public input continued with three community meetings at various locations in the City on different days and times to accommodate the public. Each meeting had the same agenda. The meetings began with an educational presentation to inform the public about voting districts and the process for initial formation of district boundaries. The group then separated into small groups led by outreach facilitators to elicit participants' ideas about communities of interest, connections, barriers, divisions and sample maps. Spanish, Korean, Chinese and Vietnamese translators were provided at all of the community meetings.

Round 2 Outreach

The second round of the voting districts formation process began in January 2016 with nine Meet the Expert individual and small group meetings with Mr. Ely, generally held between 10:00 am to 9:00 pm. Additionally, four community meetings were held in March to allow input on sample district map proposals and on public map submissions. The meetings were held in different parts of the community and at different locations and times to accommodate the public (i.e., Buena Clinton Family Resource Center, Community Meeting Center, GGUSD Maintenance Facility Meeting Room, and Garden Grove Sports & Recreation Center Meeting Room).

The meetings and analysis from January to March focused on further identifying functional geography, neighborhoods, and communities of interest; refining district boundaries and identifying areas of compromise among various maps in order to develop the best options for fair and functional representation of the various communities in the city.

The community meetings began with an open house that allowed attendees to speak informally with the Mr. Ely and City staff to view four sample proposals and two public submittals, which were displayed in large size formats. The meetings then convened with a brief description of each sample proposal and public submittal, followed by a "town hall" opportunity for people to comment and ask questions regarding the maps. Spanish, Korean, Chinese and Vietnamese translators were available at each meeting.

DISCUSSION

The debate and public input received from the various forms of community outreach may be summarized as follows:

Communities of Interest — Several large communities of interest were discussed extensively with geographic definitions based primarily on City boundaries, Beach Boulevard, Garden Grove Boulevard, Euclid Street and the 22 freeway. Although these communities are not strictly defined, they can be generally described as follows:

West Garden Grove - The area to the west of Stanton city boundary and Beach Boulevard.

South Garden Grove – Often referred to as Little Saigon, this area is primarily south of the 22 freeway and west of Euclid Street, with related areas extending somewhat north and east.

Central Garden Grove – An extensive area with many smaller communities that are not well defined, this area is generally north of Garden Grove Boulevard and west of Euclid Street. Within this area there was significant discussion of both divisions and connections along Magnolia, Gilbert, and Brookhurst Streets and Lampson and Chapman Avenues.

East Garden Grove – The area to the east of Euclid Street with both connections and divisions along Harbor Boulevard, Garden Grove Boulevard and the 22 Freeway. This community can be divided into two somewhat distinct smaller

communities generally located to the northwest and southeast.

Areas of Agreement — There was general consensus on a number of important considerations. Three citywide considerations discussed extensively were the use of major streets rather than residential streets to form district boundaries, the distribution of high schools so that no district has more than one, and the inclusion of portions of the Railway right-of-way in a majority of districts. In addition there was general consensus on the most appropriate formation of districts in East and West Garden Grove; that there should be one district primarily located in West Garden Grove with adjacent areas to reach sufficient district population, and that there should be two districts east of Euclid including one primarily southeast of Garden Grove Boulevard and Haster Street.

Areas of Disagreement — There were a number of issues discussed in which there were competing priorities or differences of opinion. Citywide considerations included the acceptable level of population deviation, the acceptable distances between communities within a single district, and the appropriate consideration of ethnicity in defining communities of interest. These, and other considerations led to differences of opinion regarding the formation of three districts in Central and South Garden Grove.

Public Submittals

Throughout the district formation process, members of the public were able to submit maps for consideration to Mr. Ely, or work with him to create a map for consideration. Numerous maps were considered in this manner, including the sample maps that Mr. Ely made available to the public, maps that were discussed by authors or proponents at the public meetings, and maps that were not pursued by their authors. By the end of the second round of public meetings, there were two map concepts that met legal requirements and where the author requested continued consideration. Following the April 12 Public Hearing, two additional map concepts were developed and have been submitted for consideration. Mr. Ely describes these proposals as follows:

Public Submission 1 reflects all of the consensus considerations and geography described above and it includes districts in East and West Garden Grove reflecting this. The remaining districts include two districts in South Garden Grove extending north to include significant Asian population communities, and one district in the northern portion of Central Garden Grove.

Public Submission 2D also reflects the consensus regarding principles and districts in East and West Garden Grove. The remaining districts include one district in South Garden Grove, and two districts mostly to the north of Garden Grove Boulevard, divided along Brookhurst or Gilbert Streets.

Public Submissions 3 and 4 were developed following the Public Hearing on April 12 and reflect efforts to address issues raised at the Hearing.

Final Proposals

Six final district map proposals are provided for City Council consideration (Attachment 1). These proposals consist of the three maps presented to the City Council on April 12, the two new public submissions, and a new map prepared by Mr. Ely, which represents a compromise between Public Submissions 1 and 3. Mr. Ely will describe each map during his presentation following this report.

All of the proposals maintain the general logic of the initial sample maps but have some significant modifications to reflect issues raised during testimony at the public meetings.

Conclusion

There are clear differences on the proposed maps and there are innumerable iterations possible for each map. The City Council should adopt an ordinance to establish voting districts that reflects voting district boundaries as selected. After the boundaries are determined, the City Council must then confirm or consider renumbering the districts. Four of the six electoral districts will be electing a new City Council Member in 2016. Of the four City Council Members, one will be elected for an initial term of two years, and three others to a regular term of four years. This allows for three districts to be up for election at the same time in 2018. Which one will be elected for two years may be decided by a random drawing. Additionally, the settlement stipulates that one of the four districts elected this year, must be one with the highest proportion of Latinos by citizen-voting-age population. One Council Member will be chosen from each district only by the voters residing in that district. The remaining Council Member will be a directly elected Mayor serving a term of two years. The Mayor will be a voting member of the City Council, and will have the additional powers currently provided by State law or as may be later established by ordinance. Elections will continue to be staggered so that three Council Members and the Mayor will be selected at each election commencing in 2018.

In establishing the boundaries of the districts, the City Council must create districts that are generally equal in population and may give consideration the factors such as:

- Topography,
- Geography,
- Cohesiveness, contiguity, integrity, and compactness of territory,
- Community of interest of the districts.

FINANCIAL IMPACT

There is no additional financial impact. The City Council previously approved \$50,000 for expert consultant costs.

RECOMMENDATION

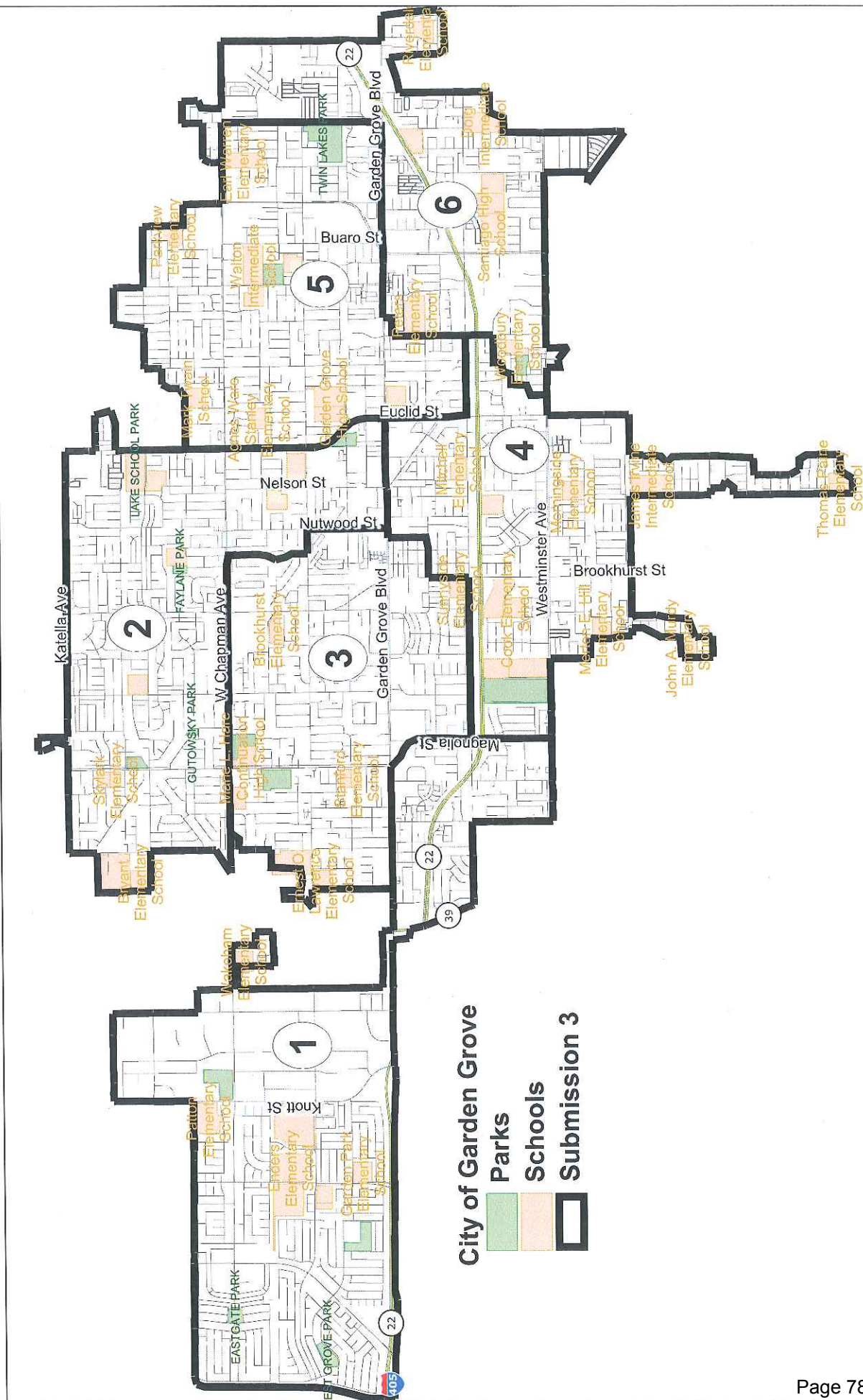
It is recommended that the City Council:

- Discuss voting district formation and voting district proposal maps;

- Hold a Public Hearing to receive public input on district boundaries;
- Discuss which four districts will be up for election in 2016; and
- Introduce an ordinance implementing by-district elections of City Council Members and establishing boundary lines.

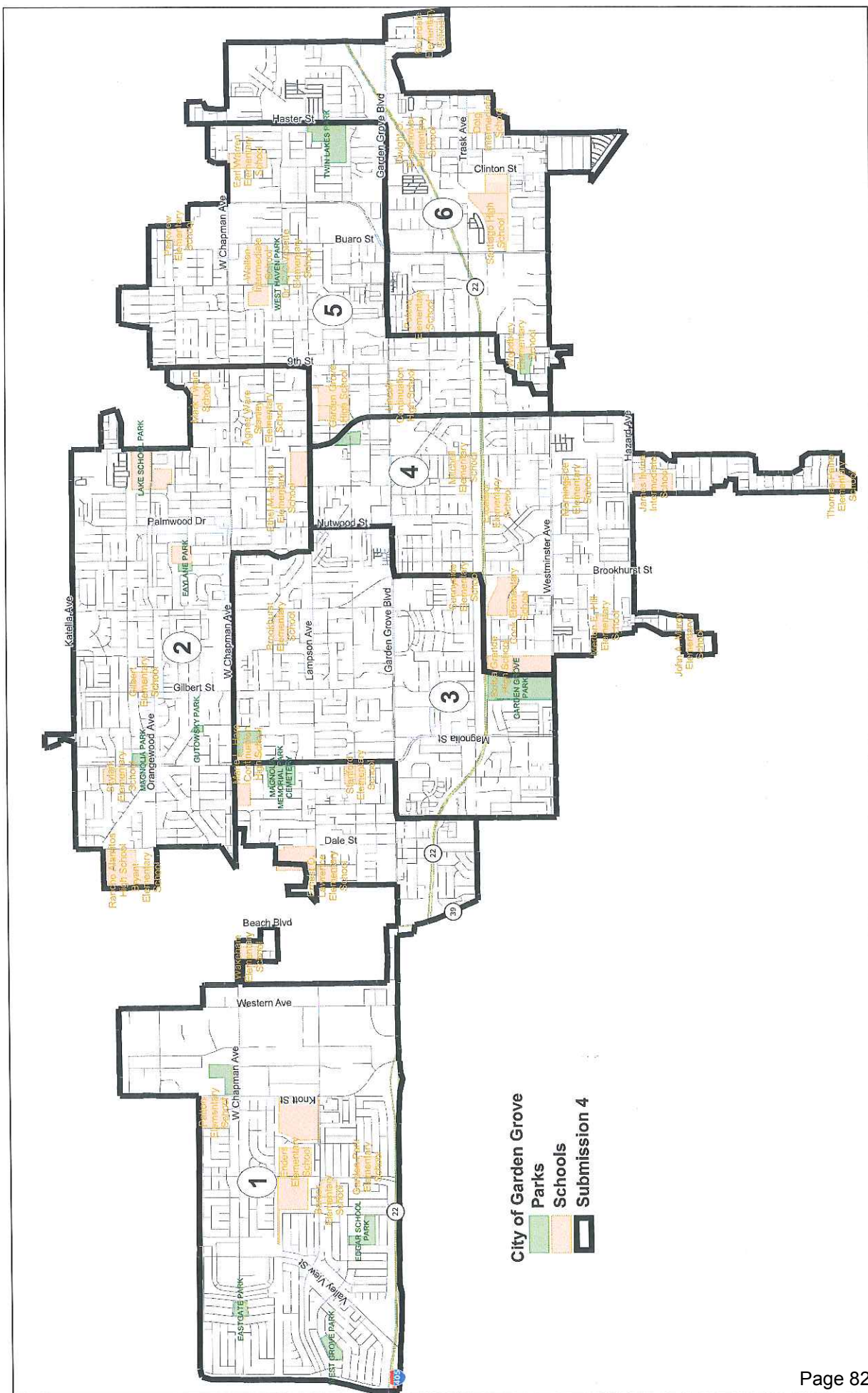
ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Proposed Voting District Maps and Data Sets	4/20/2016	Cover Memo	Attachment_1.Proposed_Voting_District_Maps.4.26.16.pdf
Attachment 2: Draft Ordinance	4/20/2016	Ordinance	District_Map_Ordinance.docx

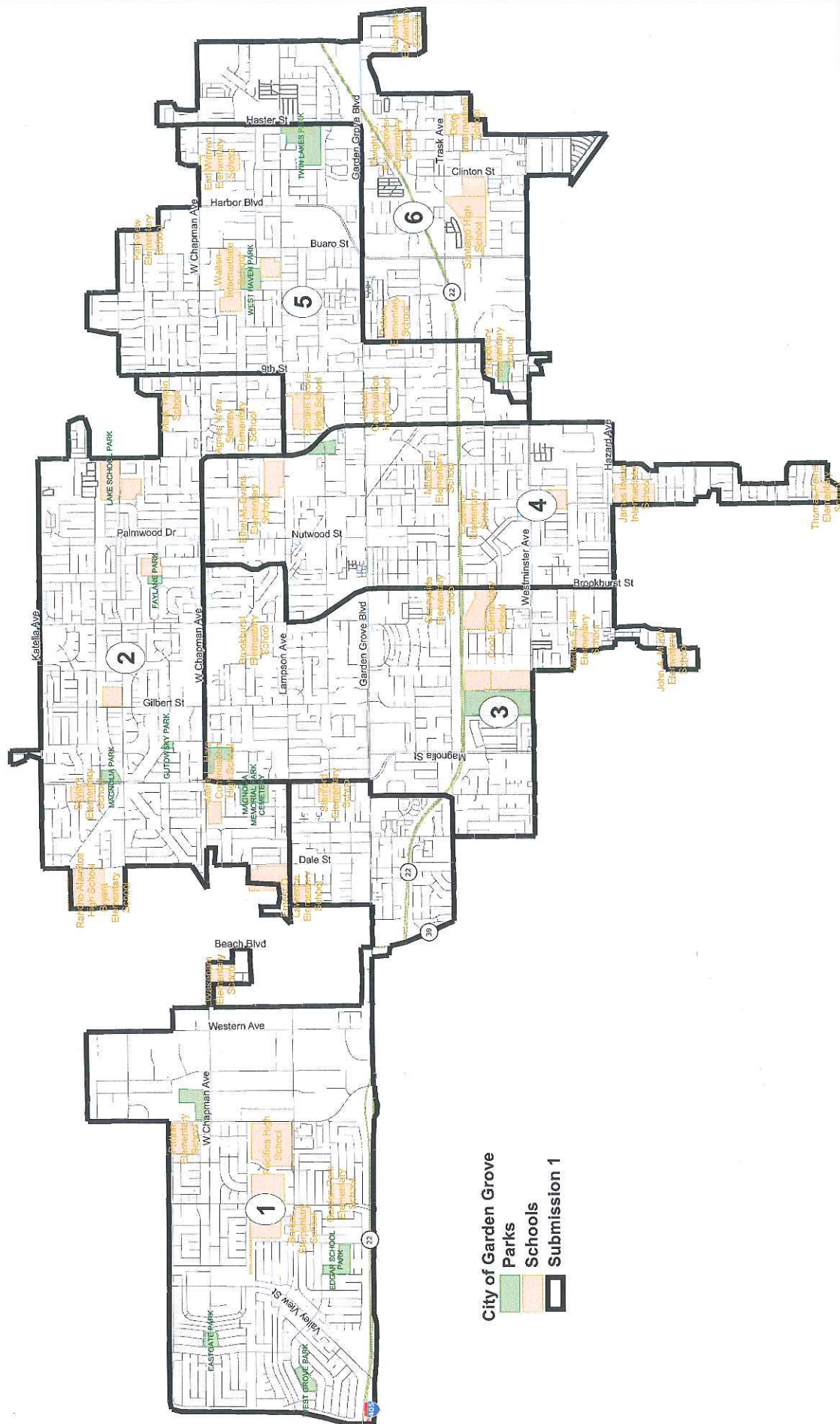


District	City Total	Submission 3					
		1	2	3	4	5	6
Population	170883	28284	28380	28538	28353	28657	28671
Deviation		-197	-101	57	-128	176	190
% Deviation		-0.7%	-0.4%	0.2%	-0.4%	0.6%	0.7%
White	22.6%	45.2%	27.7%	19.0%	11.5%	21.6%	10.7%
Asian	37.7%	29.4%	35.1%	48.4%	59.0%	29.9%	24.7%
Latino	36.9%	22.4%	34.1%	29.6%	27.2%	45.5%	62.2%
Voting Age Pop.							
White	25.7%	48.3%	31.6%	21.8%	13.4%	25.1%	13.2%
Asian	39.0%	29.6%	35.8%	49.7%	59.9%	31.1%	27.5%
Latino	32.6%	19.4%	29.7%	25.8%	24.4%	40.9%	56.7%
Citizen Voting Age Pop D14							
White	31.2%	51.1%	35.1%	26.5%	16.6%	30.8%	18.2%
Asian	41.2%	31.1%	35.1%	54.9%	64.6%	32.1%	34.7%
Latino	24.6%	14.9%	26.3%	16.8%	15.2%	32.9%	45.0%
2015 Registered Voters							
Spanish Surname	22.4%	14.0%	20.6%	17.7%	17.1%	30.1%	41.1%
Asian Surname	36.3%	20.4%	33.9%	45.3%	60.4%	30.4%	32.6%
Vietnamese Surname	29.3%	14.3%	27.0%	35.5%	53.0%	23.4%	27.6%
Nov 2012 Voters							
Spanish Surname	20.3%	12.5%	19.6%	16.2%	16.9%	27.4%	36.9%
Asian Surname	32.4%	16.4%	29.7%	41.2%	57.5%	26.9%	33.3%
Vietnamese Surname	25.9%	11.2%	23.2%	32.5%	50.6%	20.1%	28.5%
Nov 2014 Voters							
Turnout	42.4%	47.0%	43.3%	40.6%	42.4%	41.2%	37.7%
Spanish Surname	15.3%	10.0%	15.0%	11.2%	10.9%	21.2%	29.8%
Asian Surname	38.8%	19.1%	35.1%	48.2%	66.7%	32.9%	42.0%
Vietnamese Surname	32.4%	13.6%	28.9%	40.0%	60.0%	26.0%	37.6%

District	City Total	Submission 3B					
		1	2	3	4	5	6
Population	170883	28284	28569	28538	28747	28459	28286
Deviation		-197	88	57	266	-22	-195
% Deviation		-0.7%	0.3%	0.2%	0.9%	-0.1%	-0.7%
White	22.6%	45.2%	28.6%	19.0%	12.8%	19.6%	10.4%
Asian	37.7%	29.4%	34.4%	48.4%	60.6%	28.3%	24.8%
Latino	36.9%	22.4%	33.9%	29.6%	24.4%	49.0%	62.4%
Voting Age Pop.							
White	25.7%	48.3%	32.7%	21.8%	14.9%	22.9%	12.9%
Asian	39.0%	29.6%	34.8%	49.7%	60.9%	29.9%	27.7%
Latino	32.6%	19.4%	29.5%	25.8%	22.0%	44.2%	56.9%
Citizen Voting Age Pop D14							
White	30.7%	51.1%	35.6%	26.5%	18.5%	29.2%	17.5%
Asian	41.8%	31.1%	36.6%	54.9%	62.8%	30.3%	35.2%
Latino	24.4%	14.9%	24.9%	16.8%	14.9%	35.7%	45.3%
2015 Registered Voters							
Spanish Surname	22.4%	14.0%	20.4%	17.7%	16.4%	32.0%	41.2%
Asian Surname	36.3%	20.4%	33.2%	45.3%	59.1%	30.4%	33.2%
Vietnamese Surname	29.3%	14.3%	27.0%	35.5%	50.8%	23.6%	28.0%
Nov 2012 Voters							
Spanish Surname	20.3%	12.5%	19.5%	16.2%	16.4%	29.1%	36.9%
Asian Surname	32.4%	16.4%	28.5%	41.2%	55.7%	27.7%	34.0%
Vietnamese Surname	25.9%	11.2%	22.7%	32.5%	47.9%	21.1%	29.0%
Nov 2014 Voters							
Turnout	42.4%	47.0%	43.4%	40.6%	42.4%	40.9%	37.7%
Spanish Surname	15.3%	10.0%	14.7%	11.2%	10.9%	22.4%	29.9%
Asian Surname	38.8%	19.1%	33.7%	48.2%	64.7%	34.3%	42.6%
Vietnamese Surname	32.4%	13.6%	28.3%	40.0%	57.0%	27.5%	38.1%



District	City Total	Submission 4					
		1	2	3	4	5	6
Population	170883	28535	28569	28620	28414	28459	28286
Deviation		54	88	139	-67	-22	-195
% Deviation		0.2%	0.3%	0.5%	-0.2%	-0.1%	-0.7%
White	22.6%	46.3%	28.6%	18.0%	12.4%	19.6%	10.4%
Asian	37.7%	27.8%	34.4%	50.5%	60.5%	28.3%	24.8%
Latino	36.9%	23.0%	33.9%	28.5%	24.9%	49.0%	62.4%
Voting Age Pop.							
White	25.7%	49.2%	32.7%	20.7%	14.5%	22.9%	12.9%
Asian	39.0%	27.9%	34.8%	52.0%	60.8%	29.9%	27.7%
Latino	32.6%	20.3%	29.5%	24.5%	22.4%	44.2%	56.9%
Citizen Voting Age Pop D14							
White	30.7%	53.4%	35.6%	23.5%	18.1%	29.2%	17.5%
Asian	41.8%	27.9%	36.6%	57.8%	64.2%	30.3%	35.2%
Latino	24.4%	15.5%	24.9%	15.4%	15.5%	35.7%	45.3%
2015 Registered Voters							
Spanish Surname	22.4%	14.4%	20.4%	16.8%	16.8%	32.0%	41.2%
Asian Surname	36.3%	20.0%	33.2%	46.7%	59.0%	30.4%	33.2%
Vietnamese Surname	29.3%	14.0%	27.0%	36.9%	50.5%	23.6%	28.0%
Nov 2012 Voters							
Spanish Surname	20.3%	13.1%	19.5%	14.9%	16.8%	29.1%	36.9%
Asian Surname	32.4%	16.0%	28.5%	43.0%	55.6%	27.7%	34.0%
Vietnamese Surname	25.9%	10.8%	22.7%	34.3%	47.5%	21.1%	29.0%
Nov 2014 Voters							
Turnout	42.4%	47.1%	43.4%	40.5%	42.3%	40.9%	37.7%
Spanish Surname	15.3%	10.2%	14.7%	10.5%	11.2%	22.4%	29.9%
Asian Surname	38.8%	19.2%	33.7%	49.3%	64.6%	34.3%	42.6%
Vietnamese Surname	32.4%	13.7%	28.3%	40.9%	56.9%	27.5%	38.1%



District	City Total	Submission 1					
		1	2	3	4	5	6
Population	170883	28303	28677	28356	28802	28587	28158
Deviation		-178	196	-125	321	106	-323
% Deviation		-0.6%	0.7%	-0.4%	1.1%	0.4%	-1.1%
White	22.6%	45.8%	27.9%	17.8%	13.9%	19.5%	10.4%
Asian	37.7%	29.1%	34.2%	54.6%	55.1%	28.4%	24.8%
Latino	36.9%	22.0%	34.8%	24.8%	28.6%	49.0%	62.5%
Voting Age Pop.							
White	25.7%	48.8%	32.0%	20.4%	16.4%	22.9%	12.9%
Asian	39.0%	29.3%	34.7%	55.3%	55.9%	30.0%	27.7%
Latino	32.6%	19.2%	30.4%	21.6%	25.4%	44.1%	57.0%
Citizen Voting Age Pop D14							
White	30.7%	53.5%	35.2%	23.3%	19.6%	29.2%	17.4%
Asian	41.8%	28.3%	37.4%	60.1%	59.4%	30.4%	35.1%
Latino	24.4%	15.3%	24.2%	13.3%	18.8%	35.7%	45.4%
2015 Registered Voters							
Spanish Surname	22.4%	13.9%	20.9%	15.0%	18.6%	31.7%	42.0%
Asian Surname	36.3%	19.6%	33.1%	50.9%	54.3%	31.0%	32.4%
Vietnamese Surname	29.3%	13.1%	26.8%	41.4%	46.4%	24.1%	27.4%
Nov 2012 Voters							
Spanish Surname	20.3%	12.6%	19.9%	13.8%	18.3%	28.8%	37.7%
Asian Surname	32.4%	15.6%	28.3%	47.0%	50.6%	28.5%	33.1%
Vietnamese Surname	25.9%	10.1%	22.5%	38.6%	43.0%	21.9%	28.1%
Nov 2014 Voters							
Turnout	42.4%	46.9%	42.9%	41.6%	42.3%	41.1%	37.3%
Spanish Surname	15.3%	9.9%	14.8%	9.4%	12.7%	22.1%	30.7%
Asian Surname	38.8%	18.2%	34.0%	53.8%	59.4%	35.2%	41.6%
Vietnamese Surname	32.4%	12.4%	28.4%	46.1%	52.0%	28.5%	37.1%

District	City Total	Submission 2D					
		1	2	3	4	5	6
Population	170883	28158	28744	28708	28271	28695	28307
Deviation		-323	263	227	-210	214	-174
% Deviation		-1.1%	0.9%	0.8%	-0.7%	0.8%	-0.6%
White	22.6%	45.3%	25.3%	23.7%	11.7%	19.1%	10.4%
Asian	37.7%	29.4%	39.9%	41.3%	61.7%	29.2%	24.9%
Latino	36.9%	22.3%	31.8%	31.8%	24.4%	48.6%	62.3%
Voting Age Pop.							
White	25.7%	48.4%	28.7%	27.3%	13.6%	22.4%	12.9%
Asian	39.0%	29.5%	40.7%	42.2%	62.2%	30.8%	27.7%
Latino	32.6%	19.3%	27.7%	27.5%	22.1%	43.8%	56.9%
Citizen Voting Age Pop D14							
White	30.7%	51.2%	32.8%	31.7%	16.9%	28.3%	17.5%
Asian	41.8%	31.0%	43.2%	42.8%	66.5%	32.1%	35.2%
Latino	24.4%	14.8%	21.2%	22.8%	13.3%	35.0%	45.3%
2015 Registered Voters							
Spanish Surname	22.4%	13.9%	19.1%	19.4%	16.3%	32.1%	40.9%
Asian Surname	36.3%	19.8%	37.8%	38.5%	60.3%	31.1%	33.4%
Vietnamese Surname	29.3%	13.6%	30.3%	29.9%	52.5%	24.4%	28.1%
Nov 2012 Voters							
Spanish Surname	20.3%	12.4%	18.2%	18.2%	16.1%	29.2%	36.6%
Asian Surname	32.4%	15.9%	33.1%	34.1%	56.8%	28.5%	34.3%
Vietnamese Surname	25.9%	10.7%	26.5%	26.0%	49.7%	22.0%	29.1%
Nov 2014 Voters							
Turnout	42.4%	47.1%	42.3%	42.0%	42.5%	40.6%	37.9%
Spanish Surname	15.3%	10.0%	13.1%	13.7%	10.4%	22.4%	29.5%
Asian Surname	38.8%	18.3%	39.3%	39.2%	66.2%	35.6%	42.9%
Vietnamese Surname	32.4%	12.8%	33.2%	31.5%	59.4%	28.8%	38.0%

District	City Total	Sample 6E					
		1	2	3	4	5	6
Population	170883	28284	28504	28414	28353	28657	28671
Deviation		-197	23	-67	-128	176	190
% Deviation		-0.7%	0.1%	-0.2%	-0.4%	0.6%	0.7%
White	22.6%	45.2%	28.2%	18.4%	11.5%	21.6%	10.7%
Asian	37.7%	29.4%	32.8%	50.7%	59.0%	29.9%	24.7%
Latino	36.9%	22.4%	35.7%	28.0%	27.2%	45.5%	62.2%
Voting Age Pop.							
White	25.7%	48.3%	32.4%	21.0%	13.4%	25.1%	13.2%
Asian	39.0%	29.6%	33.6%	51.8%	59.9%	31.1%	27.5%
Latino	32.6%	19.4%	30.8%	24.6%	24.4%	40.9%	56.7%
Citizen Voting Age Pop D14							
White	31.2%	51.1%	36.5%	24.9%	16.6%	30.8%	18.2%
Asian	41.2%	31.1%	34.9%	55.1%	64.6%	32.1%	34.7%
Latino	24.6%	14.9%	25.7%	17.5%	15.2%	32.9%	45.0%
2015 Registered Voters							
Spanish Surname	22.4%	14.0%	20.8%	17.5%	17.1%	30.1%	41.1%
Asian Surname	36.3%	20.4%	31.7%	47.4%	60.4%	30.4%	32.6%
Vietnamese Surname	29.3%	14.3%	25.6%	36.9%	53.0%	23.4%	27.6%
Nov 2012 Voters							
Spanish Surname	20.3%	12.5%	19.2%	16.9%	16.9%	27.4%	36.9%
Asian Surname	32.4%	16.4%	27.6%	43.5%	57.5%	26.9%	33.3%
Vietnamese Surname	25.9%	11.2%	22.0%	33.7%	50.6%	20.1%	28.5%
Nov 2014 Voters							
Turnout	42.4%	47.0%	43.2%	40.8%	42.4%	41.2%	37.7%
Spanish Surname	15.3%	10.0%	14.3%	12.1%	10.9%	21.2%	29.8%
Asian Surname	38.8%	19.1%	32.6%	50.7%	66.7%	32.9%	42.0%
Vietnamese Surname	32.4%	13.6%	27.4%	41.4%	60.0%	26.0%	37.6%

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ADDING SECTIONS 2.04.030 AND 2.04.040 TO CHAPTER 2.04 OF TITLE 2 OF THE
GARDEN GROVE MUNICIPAL CODE IMPLEMENTING BY-DISTRICT ELECTIONS OF
COUNCIL MEMBERS AND ESTABLISHING BOUNDARY LINES THEREFOR

City Attorney Summary

This Ordinance adds Sections 2.04.030 and 2.04.040 to Chapter 2.04 of the Garden Grove Municipal Code to establish "by-district" elections of council members from six electoral districts. The Ordinance expands the City Council membership to seven, and requires that six members of the City Council be elected by the voters of each of the six districts, with the Mayor elected at-large. The Ordinance further establishes the boundary lines for each of the six districts, with four districts to be elected at the regular municipal election to be held in November 2016. One of the council members elected in November 2016 will serve a term of two years so that three districts will come up for election at the regular municipal election in November 2018.

WHEREAS, this Ordinance is adopted pursuant to, and in accordance with, that certain judgment of the Orange County Superior Court entered on or about February 8, 2016, in the action entitled Rickk Montoya v. City of Garden Grove, California, Case No. 30-2015-00799522;

WHEREAS, the City retained Compass Demographics to direct the process of creating districts, including a community participation plan to gather public input on voting district boundaries and to facilitate the development of preliminary district map proposals; and

WHEREAS, the City established a dedicated webpage containing notices and information on the district elections mapping process with information in English, Spanish, Korean, Chinese and Vietnamese; City staff provided information to the public on the district mapping process through the City's social media accounts, press releases, posting notices in the City's regular posting locations, flyer distribution on public counters and at public meetings, listings on the City's events calendar, information in the City water bill inserts, emails to local community groups and residents, a Channel 3 news segment, a Study Session at the November 24, 2015, City Council meeting, a Public Hearing at the January 26, 2016, City Council Meeting, an update at the March 22, 2016, City Council Meeting, and two more Public Hearings on April 12, 2016, and April 26, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Section 2.04.030 is hereby added to Chapter 2.04 of Title 2 of the Garden Grove Municipal Code to read as follows:

2.04.030 Qualifications

A. MAYOR. The person elected to serve in the office of Mayor shall be elected by the voters City-wide (at-large). A person is not eligible to hold office as Mayor unless he or she is at the time of seeking nomination or appointment to office an elector of the City. If, during his or her term of office, he or she moves his or her place of residence outside of the City limits or ceases to be an elector of the City, his or her office shall immediately become vacant.

B. COUNCIL MEMBER (OTHER THAN MAYOR). Beginning with the November 2016 General Municipal Election, a person elected as a member of the City Council other than the Mayor shall be a resident of his or her respective Council District created by Section 2.04.040 (as may be subsequently reapportioned as provided by applicable law) and shall be nominated and elected only by the voters of his or her respective Council District. A person is not eligible to hold office as Council Member unless he or she is at the time of seeking nomination or appointment to office an elector of the City, residing in the District from which he or she is elected or appointed. If, during his or her term of office, he or she moves his or her place of residence outside of the District boundaries or ceases to be an elector of the City, his or her office shall immediately become vacant. However, no Council Member shall be deemed to have moved outside of his or her District as a result of District boundary changes which may occur during his or her term of office, and such Council Member shall continue to serve until his or her term is complete or the office otherwise becomes vacant.

SECTION 2: Section 2.04.040 is hereby added to Chapter 2.04 of Title 2 of the Garden Grove Municipal Code to read as follows:

2.04.040 Council Districts

A. BOUNDARIES. Beginning with the November 2016 General Municipal Election, the City Council shall consist of seven members with the Mayor elected at-large and six Council Members elected by-districts. Descriptions of the boundaries for each of the six Districts and their numbering are as shown on the attached Exhibit A along with a map entitled "City of Garden Grove District Map," a copy of which shall be on file in the City Clerk's Office.

B. TRANSITION.

1. Nothing herein shall affect the terms of office of the five members of the City Council in office at the time the ordinance codifying this section establishing district elections takes effect, who

shall continue in office until their respective terms expire and until their successors are elected and qualified. Recall proceedings, if any, of such City Council members serving the remainder of an at-large elected term and an election of a successor to such City Council member to complete that term, shall be conducted at-large in accordance with applicable law.

2. Council Members shall be elected in Council Districts ____, ____, and ____ at the General Municipal Election in November 2016 and at the General Municipal Election every four years thereafter with the following exception: The council member elected in Council District ____ shall serve a term of office of two years and shall be subject to the election cycle schedule for the Districts described in paragraph 3 below.

3. Council Members shall be elected in Council Districts ____, and ____ at the General Municipal Election in November 2018 and at the General Municipal Election every four years thereafter. The Council Member elected in District ____ (whose member was elected at the November 2016 election to serve a two-year term of office) shall be elected at the General Municipal Election in November 2018 and every four years thereafter.

C. FUTURE REDISTRICTING.

1. Future adjustments to the boundaries of the Districts established herein shall be made in accordance with federal and state law applicable to General Law cities, including, but not limited to, the provision of California Elections Code §§ 21600 *et seq.* requiring the adjustments of the boundaries of any or all of the Districts following each decennial federal census.

2. Pursuant to Elections Code § 21606, the term of office of any Council Member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the District from which he or she was elected, whether or not that Council Member is a resident within the boundaries of the District as adjusted. At the first election for City Council following adjustment of the boundaries of the District, a person meeting the requirements of Government Code § 34882 shall be elected to the City Council for each District under the readjusted District plan that has the same District number as a District whose incumbent's term on the City Council is due to expire.

D. ANNEXATIONS. At the time of any annexation of territory to the City, the City Council shall designate, by resolution adopted by a

vote of at least a majority of the City Council, the contiguous District or Districts to which the annexed territory shall be a part and shall amend the District boundaries if necessary in accordance with Elections Code § 21603, as it may be amended.

SECTION 3: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 4: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

EXHIBIT A

CITY OF GARDEN GROVE DISTRICT MAP

The City of Garden Grove District Map is attached, and a copy shall be on file in the City Clerk's office. Descriptions of the boundaries of each District and their numbering are as follows.

District 1. The region bounded and described as follows: [TBD]

District 2. The region bounded and described as follows: [TBD]

District 3. The region bounded and described as follows: [TBD]

District 4. The region bounded and described as follows: [TBD]

District 5. The region bounded and described as follows: [TBD]

District 6. The region bounded and described as follows: [TBD]

[MAP]

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kathy Bailor
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Appointment of Lac Tan Nuygen to the Planning Commission. (<i>Action Item</i>)	Date:	4/26/2016

Attached is Lac Tan Nuygen's Commission application for the Planning Commission.

ATTACHMENTS:


Description	Upload Date	Type	File Name
Application	4/19/2016	Backup Material	Nuygen.pdf



Zimbra

maritzap@ci.garden-grove.ca.us

Fwd: Form submission from: Commission Application from Lactan Nguyen

From : Teresa Pomeroy <teresap@ci.garden-grove.ca.us> Wed, Jan 21, 2015 11:38 AM
Subject : Fwd: Form submission from: Commission Application from Lactan Nguyen  City Clerk's Office
To : Maritza Pizarro <maritzap@ci.garden-grove.ca.us>
Cc : Kathy Bailor <kathyb@ci.garden-grove.ca.us>

----- Forwarded Message -----

From: "Nuygen or Nguyen" <tanlac.ng@gmail.com>
To: CityClerk@garden-grove.org
Sent: Wednesday, January 21, 2015 9:13:05 AM
Subject: Form submission from: Commission Application

Submitted on Wednesday, January 21, 2015 - 09:13
Submitted by anonymous user: [198.245.206.15]
Submitted values are:

Commission:

- Administrative Board of Appeals
- Neighborhood Improvement and Conservation
- Planning Commission
- Parks, Recreation, and Arts Commission

First Name: Lac Tan or Lactan

Last Name: Nuygen or Nguyen

Home Address: 11761 Samuel Dr.

Home Zip: 92840

Business Address:

Business Zip:

Home Telephone:

Business Telephone:

Cellular Telephone: 714-332-9244

Email Address: tanlac.ng@gmail.com

List courses of study or emphasis which may have a bearing on selection:
BS of Business Administration, Government and Business School, Dalat
University, Vietnam.

MA of Economics and Finance, National Institute of Administration, Saigon,
Vietnam.

BS of Computer Information Systems, National College, St. Paul, Minnesota, USA.

MA of Education, Concordia University, Irvine, California, USA.

Present or past employment which may relate to your interest and/or ability

in this area:

Math Teacher, Lyndwood USD, LA county, 2006-2008.

Math Teacher, Torrance USD, LA county, 2004-2005.

Math Teacher, LA USD, LA county, 2003-2004.

Case Manager, Employment Counselor, Maximus, 1998-2002.

System Engineer, Javeline Systems, Torrance, LA county, 1993-1997

List current membership in organizations and offices held as they may relate

to this selection:

President of the Vietnamese American Community, a non-profit organization, Garden Grove, California.

Member of Board Directors, Hand2Hand Relief Organization, Westminster, California.

Please provide any additional information which may be helpful for selection:

I have been Commissioner of the Administrative Board of Appeals since 2013.

I had been Commissioner of the Advisory Board of Sanitary District of Garden

Grove one term.

I have been a Vietnamese American Community Activist serving as Vice President, President positions for more than 2 decades since 1990.

I was also an educator serving as a Math teachers for many school districts

in LA county. I also a social worker serving as a Case Manager, Employment Counselor for Welfare to Work Program of the Orange County Social Services many years.

The results of this submission may be viewed at:

<http://www.ci.garden-grove.ca.us/node/3086/submission/1112>

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: Public Works Dept.: Public Works
Subject: Confirmation of the Vacancy of Commissioner Michael Pauwels from the Main Street Commission. *(Action Item)* Date: 4/26/2016

OBJECTIVE

For City Council to officially ~~remove~~confirm the vacancy of Commissioner Michael Pauwels from the Main Street Commission.

BACKGROUND

In January 2015, City Council appointed Mr. Michael Pauwels, owner of The Globe, to the Main Street Commission to serve a two-year (2) term, ending in January 2017.

DISCUSSION

In July 2015, Mr. Pauwels informed staff he was unable to continue serving as a Main Street Commissioner since he was relocating his business outside of the City of Garden Grove. From this date forward, Mr. Pauwels has been absent to all scheduled meetings, a total of three (3) consecutive meetings.

Per Municipal Code 2.21.014, a commissioner automatically vacates his/her post after three consecutive unexcused absences. Mr. Pauwel never submitted an official resignation letter via email or written correspondence to the City Clerk's Office.

FINANCIAL IMPACT

There is no financial impact to the budget.

RECOMMENDATION

It is recommended that the City Council:

- ~~Remove~~Confirm the vacancy of Commissioner Michael Pauwels from the Main Street Commission.
- Authorize the City Clerk to advertise the vacancy on the Commission pursuant to

the Municipal Code and State Law.

By: Ana Neal, Senior Administrative Analyst

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Consideration and approval of agreement with the Orange County Humane Society for animal shelter services. (<i>Action Item</i>)		
		Date:	4/26/2016

OBJECTIVE

The purpose of this report is for the City Council to consider an agreement with Orange County Humane Society for the provision of animal shelter services.

BACKGROUND

The City has contracted with the County to provide animal care services since July 1982. The services provided include animal control services, animal care special services, animal shelter services and barking dog complaint services. Animal control services are those services provided by animal care officers in the field, including the apprehension of stray animals and the investigation of animal related complaints. Special services consist primarily of licensing animals and animal related facilities. Animal shelter services are those services provided by the animal shelter, including the impounding of animals.

At the February 9 and March 22, 2016 City Council Meetings, staff provided the City Council with updates on the County's plan and accelerated schedule to build a new animal shelter on 10 acres of land at the former Tustin Marine Base. The schedule specifies a ground breaking in June of 2016 and an opening in September of 2017. In order to meet this schedule, the County has asked cities to make a ten-year commitment by April 30, 2016. The major terms of the 10-year agreements are outlined in Attachment 1.

In general, services provided by the County have been very good. However, since FY 2011-12, Garden Grove's costs have increased 79% from \$729,000 to a projected \$1,307,631 for FY 2015-16. Additionally, the City is being asked to pay 13.8% of the new animal shelter cost, adding an estimated new animal shelter payment of \$430,828 to current service costs. For FY 2016-17, Garden Grove's estimated program cost, including the new shelter payment is \$1,738,459. (See Attachment 2 for County Agreements.)

Although the County has provided financial details and support for the increases in service costs and need for the new shelter, the City's revenues have not increased accordingly and the City is struggling with a structural deficit. Consequently, staff has explored and evaluated potential alternative animal care service options.

DISCUSSION

The Orange County Humane Society (OCHS) submitted a term sheet for the provision of animal shelter services to the City, which has since been incorporated into a proposed Animal Shelter Services Agreement (see Attachment 3). Under the terms of the Agreement, OCHS would provide shelter facilities and services for all animals that are impounded or quarantined in the City's jurisdiction. The facilities would be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

The term of the agreement would be for a period of five years beginning on January 1, 2017, with an option to extend the agreement for an additional five years. Compensation would be provided at a flat rate cost of \$290,000 for up to 3,500 animals and \$310,000 for up to 3,900 animals per year. For animals over 3,900 an additional cost of \$20 per animal will be charged. At the direction of the City, OCHS would hold animals

longer than the minimum retention period for police and other specified purposes at an additional charge of \$9.00/dog and \$7.00/cat for each additional day. Additionally, the City would make a one-time financial contribution of up to \$25,000 toward the expansion of OCHS facilities for a new drop-off/remote office that would provide additional space to accommodate the City's animal shelter needs. Photographs of the existing OCHS facility are included in Attachment 4.

While the agreement specifies a minimum 5-day retention period on behalf of the City, unclaimed animals thereafter become the property of OCHS for purposes of adoption. OCHS euthanasia statistics are included in Attachment 5.

The proposed agreement with OCHS does not include field or animal licensing services. Therefore, field and licensing services would need to be undertaken by City staff. The Public Works Department would administer these services with support from the Police Department as well as other City departments as needed. Attachment 6 outlines the primary staffing and related cost components.

Aside from the County and OCHS, there are no other services providers that can accommodate the City's animal care and shelter needs at this time. Based on discussions with the City of Costa Mesa, who has contracted with the OCHS for the past seven years and operates an effective field service program, staff is confident that a high quality, effective program and partnership can be established.

Response to Questions and Concerns Directed to the Board of Supervisors

Following discussion at the March 22 City Council meeting, regarding animal care services, the City Council directed the City Manager to send a letter to the Orange County Board of Supervisors outlining the City Council's concerns with rising program costs, the potential \$35 million cost of building a new animal shelter and the need for enhanced communication with the public. (See City Manager's letter, Attachment 7.) The City received a response to the City Manager's letter on April 21, 2016. This response outlined the County's answers to the City's questions regarding program costs, the costs of the new animal shelter, and enhancing communication with our diverse community. To assist the City with comparing the proposed service model (OCHS-GG animal care) with current Orange County Animal Care services, the County's response also includes a summary of current services provided for the City. (See Attachment 8 for the County's response to the City Council's concerns.)

FINANCIAL IMPACT

Contracting with the County for field and shelter animal care services is estimated to cost \$1,738,459 per year, including the new shelter payment. Contracting with OCHS for animal shelter services, for the first year, is estimated to cost approximately \$335,000; this includes a one-time \$25,000 expenditure for a facility expansion. Field and licensing services, provided by the City's Public Works Department, for the first year include a one-time start-up cost of \$423,800 and an ongoing cost of \$568,360 per year. The total cost of the animal care program utilizing OCHS and City staff is estimated to be \$1,327,160 for the first year and \$878,360 for ongoing yearly expenses. Over a ten-year period the estimated cost for animal care services provided by the County is \$17,384,590 compared to \$9,232,400 for the combined OCHS-City staff program. (See Attachment 9 for ten year cost comparison.)

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement for the provision of animal shelter services between the Orange County Humane Society and the City of Garden Grove;
- Direct staff to terminate the existing agreement with the County upon execution of the agreement with Orange County Humane Society; and
- Direct staff to advise the County in writing that the City will not enter into a participation agreement for a new animal shelter.

ATTACHMENTS:

Description	Upload Date	Type	File Name
-------------	-------------	------	-----------

Major Terms of New Agreements with the County for Shelter Construction and Services Participation and Service Agreements with the County Agreement with OCHS for Animal Shelter Services Photographs of OCHS Facility OCHS Euthanasia Statistics City of Garden Grove	4/22/2016	Backup Material	Attachment_1._Major_Terms_of_New_Agreements_with_County_For_Shelter_Construction_and_Services.Final.pdf
	4/22/2016	Backup Material	OCAC_Participation_Agreement_and_Service_Agreement.pdf
	4/22/2016	Backup Material	Signed_PROFESSIONAL_SERVICES_CONTRACT.OCHS.4.20.16_(1).pdf
	4/22/2016	Backup Material	OCHS.Photos.pdf
	4/22/2016	Cover Memo	OCHS_Euthanasia_Statistics.pdf
		Backup	
Animal Control Cost Estimation City Manager Letter to Orange County Board of Supervisors Response Letter from Orange County Community Resources Ten-Year Cost Comparison	4/22/2016	Material	GG_Cost_Estimate._Animal_Care_with_Detail.pdf
	4/22/2016	Backup Material	OCBOS.Animal_Care.3.28.16.pdf
	4/22/2016	Backup Material	OCAC_Response_Letter.4.15.16.pdf
	4/22/2016	Backup Material	Animal_Care_Services_10-Year_Comparison.4.26.16.xlsx

OC ANIMAL CARE SERVICES
NEW AGREEMENTS FOR SHELTER CONSTRUCTION AND SERVICES
MAJOR TERMS

Participation Agreement (New Shelter)

1. Establishes a Design Advisory Board consisting of three (3) city representatives. Two of the representatives must be from cities individually constituting more than 8% of the total usage of the existing shelter (Anaheim, Santa Ana, Garden Grove or Orange).
2. If at any time the County elects to discontinue providing animal sheltering services, the cities have an option to take over the operation of the shelter from the County under a ground lease arrangement. This option is in play for 55 years.
3. Maximum shelter cost is based on a \$35M shelter with the County contributing the first \$5M toward costs incurred after April 1, 2016. The remaining \$30M is divided proportionally among cities based on the previous 5 years of shelter usage. See attached draft exhibit D.
4. Payments may be made in advance, or at the election of each individual city, over a ten year period. For those cities electing the 10 year payment period, payments will be due quarterly beginning in October 2016 and will include an additional funding cost (0.77%) See attached draft exhibit E.
5. After year 5, each city's respective percentage share of the maximum construction costs shall be recalculated based on the same formula as set forth in draft exhibit D but using then current statistical data. If any city's respective percentage share is altered by the recalculation by more than 5%, then each city's total share of the maximum construction costs shall be recalculated so that the originally calculated percentage shall be applied to one half of the maximum construction costs and the recalculated percentage shall be applied to the second half of the maximum construction costs.
6. No city will be added to OC Animal Care program for a period of three years to allow for appropriate sizing and establishment of operational protocols for the new shelter. New cities will be required to pay a pro rata portion of the maximum construction costs

based on the formula in draft Exhibit D. New monies will first be applied toward any necessary shelter expansion and the remainder will be deposited into a shelter maintenance and repair fund to off-set future costs to all contract cities.

7. Any excess funds (maximum construction costs less actual construction costs) shall be credited to cities against future charges under each city's Services Agreement.
8. Participating cities are making a ten (10) year operational commitment.
9. Maximum construction costs may increase under the following conditions:
 - I. The recalculation under number 5 above. There will be winners and losers, if applied.
 - II. One or more cities fail to execute the Participation Agreement. The maximum shelter cost of \$35M is based on all existing contract cities signing the Participation Agreement. If any cities do not sign the Participation Agreement, then the maximum cost to the remaining cities may increase. While there is built-in scalability in the County's design-build contract, there are also some fixed costs that cannot be adjusted.
 - III. When a city fails to make payment under the 10 year payment plan. If a city defaults on its payments, the County will pursue all legal remedies and the remaining cities may also pursue legal remedies. Should the non-paying city pay any amount owing, the increased cost to other cities will be reimbursed.

Agreement for Provision of Animal Care Services

- A. Ten year term. County will still issue an annual Notice of Intent.
- B. May be terminated by County immediately upon default by a city under the Services Agreement or the Participation Agreement.
- C. County will no longer be able to terminate without cause.
- D. City and County may agree to individualized services if the resulting service level will not conflict with state or federal statutes and not endanger the public health.

- E. Cities may adopt fee amounts that differ from the County's fee schedule.
- F. The FOAB is changed to the City Managers Association Animal Care Committee (CMAAC) and will be constituted at the discretion of the cities. The County no longer has the right to change the constitution of the committee.
- G. No less than once every three years, the County will engage an external auditor to review city billings.
- H. The Services Agreement must be executed simultaneously with the Participation Agreement.

IMPORTANT NOTE

The County is requesting that cities approve and execute the agreements by April 1. If an individual city requires more time, they should contact Steve Franks directly at (714) 480-2788.

Exhibit D
Maximum Construction Costs and Participation Formula

Maximum Construction Costs	
\$35,000,000 *	
	\$5,000,000 County Contribution
	\$30,000,000 Contract Cities Funding Share

*Costs included are identified in Section 2.1 of the Participation Agreement.

Participation Formula

The total projected cost to the Contract Cities is based on \$30.0 million as the total contract city contribution. The distribution among the Contract Cities is an estimate assuming participation by all 18 cities currently contracting with the County for OC Animal Shelter services. Estimates do not include Additional Funding Costs associated with a 10-year Payment Schedule.

Estimated costs for each city are based on a historical five-year average of Animal Charge Days, expressed as a percentage of the total. Animal Charge Days represents the number of days animals receive board and care at OCAC.

Calculation of pro rata portion of Maximum Construction Costs for new cities added after initial contract execution and three year period as set forth in Section 3. of the Participation Agreement will be based upon comparability to similar sized cities under contract with the County based upon a five year average annual Shelter Utilization figure using actual admissions and shelter days for the new city with their current/previous Shelter provider. In the absence of available shelter data for a new city, the pro rata portion will be based upon comparability to similar sized cities under contract with the County based upon city population as identified in the most recent California State Department of Finance publications.

	Distribution of Cities' Share of Maximum Construction Costs	
Anaheim	\$ 7,017,529	23.39%
Brea	\$ 367,454	1.22%
Cypress	\$ 568,874	1.90%
Fountain Valley	\$ 777,973	2.59%
Fullerton	\$ 2,240,317	7.47%
Garden Grove	\$ 4,142,755	13.81%
Huntington Beach	\$ 1,829,954	6.10%
Laguna Hills	\$ 222,122	0.74%
Lake Forest	\$ 555,539	1.85%
Orange	\$ 2,467,472	8.22%
Placentia	\$ 548,846	1.83%
Rancho Santa Margarita	\$ 209,618	0.70%
San Juan Capistrano	\$ 270,168	0.90%
Santa Ana	\$ 6,867,112	22.89%
Stanton	\$ 612,821	2.04%
Tustin	\$ 791,152	2.64%
Villa Park	\$ 46,853	0.16%
Yorba Linda	\$ 463,442	1.54%
Total	\$ 30,000,000	100.00%

EXHIBIT E

DRAFT

Cities Share of Max Construction Costs		30,000,000.00							
Additional Funding Cost Rate		0.77%							
Number of Payments		40							
Payments		\$779,966.81							
Quarterly Payment Schedule									
# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Cumulative Cities Share of MCC	Cumulative Additional Funding Cost	Ending Balance	
5 Year Average* (%)									
1	10/1/2016	30,000,000.00	\$779,966.81	722,216.81	57,750.00			29,277,783.19	
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	723,607.08	56,359.73	28,554,176.11	
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	1,448,607.10	111,326.52	27,829,176.09	
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	2,175,002.75	164,897.68	27,102,780.44	
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	2,902,796.71	217,070.53	26,374,986.48	
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	3,631,991.67	267,842.38	25,645,791.52	
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	4,362,590.33	317,210.53	24,915,192.86	
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	5,094,595.39	365,172.28	24,183,187.80	
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	5,828,009.56	411,724.92	23,449,773.63	
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	6,562,835.56	456,865.73	22,714,947.63	
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	7,299,076.10	500,592.00	21,978,707.09	
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	8,036,733.90	542,901.01	21,241,049.29	
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	8,775,811.69	583,790.03	20,501,971.50	
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	9,516,312.20	623,256.33	19,761,470.99	
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	10,258,238.18	661,297.16	19,019,545.01	
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	11,001,592.37	697,909.78	18,276,190.82	
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	11,746,377.51	733,091.45	17,531,405.68	
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	12,492,596.36	766,839.41	16,785,186.83	
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	13,240,251.69	799,150.89	16,037,531.50	
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	13,989,346.25	830,023.14	15,288,436.94	
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	14,739,882.82	859,453.38	14,537,900.37	
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	15,491,864.17	887,438.84	13,785,919.02	
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	16,245,293.09	913,976.73	13,032,490.10	
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	17,000,172.36	939,064.27	12,277,610.83	
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	17,756,504.77	962,698.67	11,521,278.42	
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	18,514,293.12	984,877.13	10,763,490.07	
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	19,273,540.21	1,005,596.85	10,004,242.98	
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	20,034,248.85	1,024,855.02	9,243,534.34	
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	20,796,421.86	1,042,648.82	8,481,361.33	
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	21,560,062.05	1,058,975.44	7,717,721.14	
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	22,325,172.25	1,073,832.05	6,952,610.94	
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	23,091,755.28	1,087,215.83	6,186,027.91	
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	23,859,813.99	1,099,123.93	5,417,969.20	
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	24,629,351.21	1,109,553.52	4,648,431.98	
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	25,400,369.79	1,118,501.75	3,877,413.40	
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	26,172,872.58	1,125,965.77	3,104,910.61	
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	26,946,862.44	1,131,942.72	2,330,920.75	
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	27,722,342.23	1,136,429.74	1,555,440.96	
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	28,499,314.82	1,139,423.96	778,468.37	
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	29,277,783.08	1,140,922.51	0.11	
TOTAL			31,198,672.40	29,999,999.89	1,198,672.51				

Cities Share of Max Construction Costs	30,000,000.00
Additional Funding Cost Rate	0.77%
Number of Payments	40
Payments	\$779,966.81

Quarterly Payment Schedule

Quarterly Payment Schedule			FOUNTAIN VALLEY						FULLERTON			GARDEN GROVE			HUNTINGTON BEACH		
# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost
Basis: 5 Year Average* (%)						2.59%			7.47%			13.81%			6.10%		
1	10/1/2016	30,000,000.00	\$779,966.81	722,216.81	57,750.00	20,226.43	18,728.84	1,497.50	58,245.76	53,933.15	4,312.61	107,707.04	99,732.24	7,974.80	47,576.78	44,054.12	3,522.66
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	20,226.43	18,764.89	1,461.54	58,245.76	54,036.97	4,208.79	107,707.04	99,924.23	7,782.82	47,576.78	44,138.92	3,437.86
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	20,226.43	18,801.01	1,425.42	58,245.76	54,140.99	4,104.77	107,707.04	100,116.58	7,590.46	47,576.78	44,223.89	3,352.89
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	20,226.43	18,837.20	1,389.23	58,245.76	54,245.22	4,000.55	107,707.04	100,309.30	7,397.74	47,576.78	44,309.02	3,267.76
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	20,226.43	18,873.47	1,352.97	58,245.76	54,349.64	3,896.12	107,707.04	100,502.40	7,204.64	47,576.78	44,394.32	3,182.46
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	20,226.43	18,909.80	1,316.64	58,245.76	54,454.26	3,791.50	107,707.04	100,695.87	7,011.18	47,576.78	44,479.78	3,097.01
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	20,226.43	18,946.20	1,280.24	58,245.76	54,559.08	3,686.68	107,707.04	100,889.71	6,817.34	47,576.78	44,565.40	3,011.38
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	20,226.43	18,982.67	1,243.76	58,245.76	54,664.11	3,581.65	107,707.04	101,083.92	6,623.13	47,576.78	44,651.19	2,925.59
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	20,226.43	19,019.21	1,207.22	58,245.76	54,769.34	3,476.42	107,707.04	101,278.50	6,428.54	47,576.78	44,737.14	2,839.64
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	20,226.43	19,055.82	1,170.61	58,245.76	54,874.77	3,370.99	107,707.04	101,473.47	6,233.58	47,576.78	44,823.26	2,753.52
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	20,226.43	19,092.51	1,133.93	58,245.76	54,980.40	3,265.36	107,707.04	101,668.80	6,038.24	47,576.78	44,909.55	2,667.24
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	20,226.43	19,129.26	1,097.18	58,245.76	55,086.24	3,159.52	107,707.04	101,864.52	5,842.53	47,576.78	44,996.00	2,580.78
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	20,226.43	19,166.08	1,060.35	58,245.76	55,192.28	3,053.48	107,707.04	102,060.60	5,646.44	47,576.78	45,082.61	2,494.17
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	20,226.43	19,202.98	1,023.46	58,245.76	55,298.53	2,947.23	107,707.04	102,257.07	5,449.97	47,576.78	45,169.40	2,407.38
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	20,226.43	19,239.94	986.49	58,245.76	55,404.98	2,840.78	107,707.04	102,453.92	5,253.13	47,576.78	45,256.35	2,320.43
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	20,226.43	19,276.98	949.45	58,245.76	55,511.63	2,734.13	107,707.04	102,651.14	5,055.90	47,576.78	45,343.47	2,233.31
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	20,226.43	19,314.09	912.35	58,245.76	55,618.49	2,627.27	107,707.04	102,848.74	4,858.30	47,576.78	45,430.75	2,146.03
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	20,226.43	19,351.27	875.17	58,245.76	55,725.56	2,520.20	107,707.04	103,046.73	4,660.32	47,576.78	45,518.21	2,058.57
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	20,226.43	19,388.52	837.92	58,245.76	55,832.83	2,412.93	107,707.04	103,245.09	4,461.95	47,576.78	45,605.83	1,970.95
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	20,226.43	19,425.84	800.59	58,245.76	55,940.31	2,305.45	107,707.04	103,443.84	4,263.21	47,576.78	45,693.62	1,883.16
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	20,226.43	19,463.24	763.20	58,245.76	56,047.99	2,197.77	107,707.04	103,642.97	4,064.08	47,576.78	45,781.58	1,795.20
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	20,226.43	19,500.70	725.73	58,245.76	56,155.88	2,089.88	107,707.04	103,842.48	3,864.56	47,576.78	45,869.71	1,707.07
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	20,226.43	19,538.24	688.19	58,245.76	56,263.98	1,981.78	107,707.04	104,042.38	3,664.67	47,576.78	45,958.01	1,618.77
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	20,226.43	19,575.85	650.58	58,245.76	56,372.29	1,873.47	107,707.04	104,242.66	3,464.38	47,576.78	46,046.48	1,530.30
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	20,226.43	19,613.54	612.90	58,245.76	56,480.81	1,764.95	107,707.04	104,443.33	3,263.72	47,576.78	46,135.12	1,441.66
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	20,226.43	19,651.29	575.14	58,245.76	56,589.53	1,656.23	107,707.04	104,644.38	3,062.66	47,576.78	46,223.93	1,352.85
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	20,226.43	19,689.12	537.31	58,245.76	56,698.47	1,547.29	107,707.04	104,845.82	2,861.22	47,576.78	46,312.91	1,263.87
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	20,226.43	19,727.02	499.41	58,245.76	56,807.61	1,438.15	107,707.04	105,047.65	2,659.40	47,576.78	46,402.06	1,174.72
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	20,226.43	19,765.00	461.44	58,245.76	56,916.97	1,328.79	107,707.04	105,249.87	2,457.18	47,576.78	46,491.39	1,085.39
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	20,226.43	19,803.05	423.39	58,245.76	57,026.53	1,219.23	107,707.04	105,452.47	2,254.57	47,576.78	46,580.88	995.90
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	20,226.43	19,841.17	385.27	58,245.76	57,136.31	1,109.45	107,707.04	105,655.47	2,051.58	47,576.78	46,670.55	906.23
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	20,226.43	19,879.36	347.07	58,245.76	57,246.30	999.46	107,707.04	105,858.85	1,848.19	47,576.78	46,760.39	816.39
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	20,226.43	19,917.63	308.81	58,245.76	57,356.50	889.26	107,707.04	106,062.63	1,644.41	47,576.78	46,850.41	726.38
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	20,226.43	19,955.97	270.46	58,245.76	57,466.91	778.85	107,707.04	106,266.80	1,440.24	47,576.78	46,940.59	636.19
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	20,226.43	19,994.39	232.05	58,245.76	57,577.53	668.23	107,707.04	106,471.37	1,235.68	47,576.78	47,030.95	545.83
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	20,226.43	20,032.87	193.56	58,245.76	57,688.37	557.39	107,707.04	106,676.32	1,030.72	47,576.78	47,121.49	455.29
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	20,226.43	20,071.44	155.00	58,245.76	57,799.42	446.34	107,707.04	106,881.68	825.37	47,576.78	47,212.20	364.58
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	20,226.43	20,110.08	116.36	58,245.76	57,910.68	335.08	107,707.04	107,087.42	619.62	47,576.78	47,303.08	273.70
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	20,226.43	20,148.79	77.65	58,245.76	58,022.16	223.60	107,707.04	107,293.57	413.48	47,576.78	47,394.14	182.64
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	20,226.43	20,187.57	38.86	58,245.76	58,133.85	111.91	107,707.04	107,500.11	206.94	47,576.78	47,485.37	91.41
TOTAL			31,198,672.40	29,999,999.89	1,198,672.51	809,057.39	777,972.90	31,084.49	2,329,830.43	2,240,316.89	89,513.54	4,308,281.77	4,142,754.88	165,526.88	1,903,071.28	1,829,954.09	73,117.19

EXHIBIT E
DRAFT

Cities Share of Max Construction Costs	30,000,000.00
Additional Funding Cost Rate	0.77%
Number of Payments	40
Payments	\$779,966.81

Quarterly Payment Schedule

									ANAHEIM			BREA			CYPRESS		
# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Cumulative Cities Share of MCC	Cumulative Additional Funding Cost	Ending Balance	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost
Basis: 5 Year Average* (%)									23.39%			1.22%			1.90%		
1	10/1/2016	30,000,000.00	\$779,966.81	722,216.81	57,750.00			29,277,783.19	182,447.96	168,939.22	13,508.74	9,553.40	8,846.05	707.35	14,790.10	13,695.01	1,095.08
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	723,607.08	56,359.73	28,554,176.11	182,447.96	169,264.43	13,183.53	9,553.40	8,863.08	690.32	14,790.10	13,721.38	1,068.72
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	1,448,607.10	111,326.52	27,829,176.09	182,447.96	169,590.26	12,857.70	9,553.40	8,880.14	673.26	14,790.10	13,747.79	1,042.31
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	2,175,002.75	164,897.68	27,102,780.44	182,447.96	169,916.73	12,531.24	9,553.40	8,897.24	656.16	14,790.10	13,774.26	1,015.84
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	2,902,796.71	217,070.53	26,374,986.48	182,447.96	170,243.82	12,204.15	9,553.40	8,914.36	639.04	14,790.10	13,800.77	989.33
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	3,631,991.67	267,842.38	25,645,791.52	182,447.96	170,571.53	11,876.43	9,553.40	8,931.52	621.88	14,790.10	13,827.34	962.76
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	4,362,590.33	317,210.53	24,915,192.86	182,447.96	170,899.89	11,548.08	9,553.40	8,948.72	604.68	14,790.10	13,853.96	936.14
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	5,094,595.39	365,172.28	24,183,187.80	182,447.96	171,228.87	11,219.10	9,553.40	8,965.94	587.46	14,790.10	13,880.62	909.47
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	5,828,009.56	411,724.92	23,449,773.63	182,447.96	171,558.48	10,889.48	9,553.40	8,983.20	570.20	14,790.10	13,907.34	882.75
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	6,562,835.56	456,865.73	22,714,947.63	182,447.96	171,888.73	10,559.23	9,553.40	9,000.49	552.91	14,790.10	13,934.12	855.98
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	7,299,076.10	500,592.00	21,978,707.09	182,447.96	172,219.62	10,228.34	9,553.40	9,017.82	535.58	14,790.10	13,960.94	829.16
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	8,036,733.90	542,901.01	21,241,049.29	182,447.96	172,551.14	9,896.82	9,553.40	9,035.18	518.22	14,790.10	13,987.81	802.28
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	8,775,811.69	583,790.03	20,501,971.50	182,447.96	172,883.30	9,564.66	9,553.40	9,052.57	500.83	14,790.10	14,014.74	775.36
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	9,516,312.20	623,256.33	19,761,470.99	182,447.96	173,216.10	9,231.86	9,553.40	9,070.00	483.40	14,790.10	14,041.72	748.38
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	10,258,238.18	661,297.16	19,019,545.01	182,447.96	173,549.54	8,898.42	9,553.40	9,087.46	465.94	14,790.10	14,068.75	721.35
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	11,001,592.37	697,909.78	18,276,190.82	182,447.96	173,883.63	8,564.34	9,553.40	9,104.95	448.45	14,790.10	14,095.83	694.27
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	11,746,377.51	733,091.45	17,531,405.68	182,447.96	174,218.35	8,229.61	9,553.40	9,122.48	430.92	14,790.10	14,122.97	667.13
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	12,492,596.36	766,839.41	16,785,186.83	182,447.96	174,553.72	7,894.24	9,553.40	9,140.04	413.36	14,790.10	14,150.15	639.94
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	13,240,251.69	799,150.89	16,037,531.50	182,447.96	174,889.74	7,558.22	9,553.40	9,157.63	395.77	14,790.10	14,177.39	612.71
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	13,989,346.25	830,023.14	15,288,436.94	182,447.96	175,226.40	7,221.56	9,553.40	9,175.26	378.14	14,790.10	14,204.68	585.41
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	14,739,882.82	859,453.38	14,537,900.37	182,447.96	175,563.71	6,884.25	9,553.40	9,192.92	360.48	14,790.10	14,232.03	558.07
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	15,491,864.17	887,438.84	13,785,919.02	182,447.96	175,901.67	6,546.29	9,553.40	9,210.62	342.78	14,790.10	14,259.42	530.67
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	16,245,293.09	913,976.73	13,032,490.10	182,447.96	176,240.28	6,207.68	9,553.40	9,228.35	325.05	14,790.10	14,286.87	503.22
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	17,000,172.36	939,064.27	12,277,610.83	182,447.96	176,579.55	5,868.42	9,553.40	9,246.12	307.28	14,790.10	14,314.38	475.72
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	17,756,504.77	962,698.67	11,521,278.42	182,447.96	176,919.46	5,528.50	9,553.40	9,263.91	289.49	14,790.10	14,341.93	448.17
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	18,514,293.12	984,877.13	10,763,490.07	182,447.96	177,260.03	5,187.93	9,553.40	9,281.75	271.65	14,790.10	14,369.54	420.56
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	19,273,540.21	1,005,596.85	10,004,242.98	182,447.96	177,601.26	4,846.71	9,553.40	9,299.62	253.78	14,790.10	14,397.20	392.90
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	20,034,248.85	1,024,855.02	9,243,534.34	182,447.96	177,943.14	4,504.82	9,553.40	9,317.52	235.88	14,790.10	14,424.91	365.18
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	20,796,421.86	1,042,648.82	8,481,361.33	182,447.96	178,285.68	4,162.28	9,553.40	9,335.45	217.95	14,790.10	14,452.68	337.41
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	21,560,062.05	1,058,975.44	7,717,721.14	182,447.96	178,628.88	3,819.08	9,553.40	9,353.42	199.98	14,790.10	14,480.50	309.59
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	22,325,172.25	1,073,832.05	6,952,610.94	182,447.96	178,972.74	3,475.22	9,553.40	9,371.43	181.97	14,790.10	14,508.38	281.72
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	23,091,755.28	1,087,215.83	6,186,027.91	182,447.96	179,317.26	3,130.70	9,553.40	9,389.47	163.93	14,790.10	14,536.31	253.79
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	23,859,813.99	1,099,123.93	5,417,969.20	182,447.96	179,662.45	2,785.51	9,553.40	9,407.54	145.86	14,790.10	14,564.29	225.81
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	24,629,351.21	1,109,553.52	4,648,431.98	182,447.96	180,008.30	2,439.66	9,553.40	9,425.65	127.75	14,790.10	14,592.33	197.77
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	25,400,369.79	1,118,501.75	3,877,413.40	182,447.96	180,354.82	2,093.15	9,553.40	9,443.80	109.60	14,790.10	14,620.42	169.68
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	26,172,872.58	1,125,965.77	3,104,910.61	182,447.96	180,702.00	1,745.97	9,553.40	9,461.98	91.42	14,790.10	14,648.56	141.54
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	26,946,862.44	1,131,942.72	2,330,920.75	182,447.96	181,049.85	1,398.11	9,553.40	9,480.19	73.21	14,790.10	14,676.76	113.34
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	27,722,342.23	1,136,429.74	1,555,440.96	182,447.96	181,398.37	1,049.59	9,553.40	9,498.44	54.96	14,790.10	14,705.01	85.08
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	28,499,314.82	1,139,423.96	778,468.37	182,447.96	181,747.56	700.40	9,553.40	9,516.73	36.67	14,790.10	14,733.32	56.78
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	29,277,783.08	1,140,922.51	0.11	182,447.96	182,097.43	350.54	9,553.40	9,535.05	18.35	14,790.10	14,761.68	28.42

TOTAL		31,198,672.40	29,999,999.89	1,198,672.51					7,281,818.57	7,017,527.97	280,390.60	382,136.00	367,454.10	14,681.90	591,603.89	568,874.10	22,729.79
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EXHIBIT E

DRAFT

Cities Share of Max Construction Costs		30,000,000.00															
Additional Funding Cost Rate		0.77%															
Number of Payments		40															
Payments		\$779,966.81															
Quarterly Payment Schedule						LAGUNA HILLS			LAKE FOREST			ORANGE			PLACENTIA		
# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost
Basis: 5 Year Average* (%)						0.74%			1.85%			8.22%			1.83%		
1	10/1/2016	30,000,000.00	\$779,966.81	722,216.81	57,750.00	5,774.93	5,347.34	427.59	14,443.40	13,373.99	1,069.41	64,151.54	59,401.66	4,749.88	14,269.39	13,212.86	1,056.53
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	5,774.93	5,357.64	417.29	14,443.40	13,399.73	1,043.67	64,151.54	59,516.01	4,635.54	14,269.39	13,238.30	1,031.09
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	5,774.93	5,367.95	406.98	14,443.40	13,425.53	1,017.87	64,151.54	59,630.58	4,520.97	14,269.39	13,263.78	1,005.61
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	5,774.93	5,378.28	396.64	14,443.40	13,451.37	992.03	64,151.54	59,745.37	4,406.18	14,269.39	13,289.31	980.08
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	5,774.93	5,388.64	386.29	14,443.40	13,477.27	966.14	64,151.54	59,860.38	4,291.17	14,269.39	13,314.90	954.50
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	5,774.93	5,399.01	375.92	14,443.40	13,503.21	940.19	64,151.54	59,975.61	4,175.94	14,269.39	13,340.53	928.86
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	5,774.93	5,409.40	365.53	14,443.40	13,529.20	914.20	64,151.54	60,091.06	4,060.48	14,269.39	13,366.21	903.18
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	5,774.93	5,419.82	355.11	14,443.40	13,555.25	888.15	64,151.54	60,206.74	3,944.81	14,269.39	13,391.94	877.45
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	5,774.93	5,430.25	344.68	14,443.40	13,581.34	862.06	64,151.54	60,322.63	3,828.91	14,269.39	13,417.72	851.67
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	5,774.93	5,440.70	334.23	14,443.40	13,607.49	835.92	64,151.54	60,438.76	3,712.79	14,269.39	13,443.55	825.85
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	5,774.93	5,451.18	323.75	14,443.40	13,633.68	809.72	64,151.54	60,555.10	3,596.45	14,269.39	13,469.42	799.97
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	5,774.93	5,461.67	313.26	14,443.40	13,659.93	783.48	64,151.54	60,671.67	3,479.88	14,269.39	13,495.35	774.04
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	5,774.93	5,472.18	302.75	14,443.40	13,686.22	757.18	64,151.54	60,788.46	3,363.08	14,269.39	13,521.33	748.06
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	5,774.93	5,482.72	292.21	14,443.40	13,712.57	730.84	64,151.54	60,905.48	3,246.07	14,269.39	13,547.36	722.03
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	5,774.93	5,493.27	281.66	14,443.40	13,738.96	704.44	64,151.54	61,022.72	3,128.82	14,269.39	13,573.44	695.95
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	5,774.93	5,503.85	271.08	14,443.40	13,765.41	677.99	64,151.54	61,140.19	3,011.35	14,269.39	13,599.57	669.82
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	5,774.93	5,514.44	260.49	14,443.40	13,791.91	651.49	64,151.54	61,257.89	2,893.66	14,269.39	13,625.75	643.64
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	5,774.93	5,525.06	249.87	14,443.40	13,818.46	624.94	64,151.54	61,375.81	2,775.74	14,269.39	13,651.98	617.41
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	5,774.93	5,535.69	239.24	14,443.40	13,845.06	598.34	64,151.54	61,493.96	2,657.59	14,269.39	13,678.26	591.13
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	5,774.93	5,546.35	228.58	14,443.40	13,871.71	571.69	64,151.54	61,612.33	2,539.21	14,269.39	13,704.59	564.80
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	5,774.93	5,557.03	217.90	14,443.40	13,898.41	544.99	64,151.54	61,730.93	2,420.61	14,269.39	13,730.97	538.42
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	5,774.93	5,567.72	207.21	14,443.40	13,925.17	518.23	64,151.54	61,849.77	2,301.78	14,269.39	13,757.40	511.99
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	5,774.93	5,578.44	196.49	14,443.40	13,951.97	491.43	64,151.54	61,968.83	2,182.72	14,269.39	13,783.88	485.51
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	5,774.93	5,589.18	185.75	14,443.40	13,978.83	464.57	64,151.54	62,088.12	2,063.43	14,269.39	13,810.42	458.97
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	5,774.93	5,599.94	174.99	14,443.40	14,005.74	437.66	64,151.54	62,207.64	1,943.91	14,269.39	13,837.00	432.39
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	5,774.93	5,610.72	164.21	14,443.40	14,032.70	410.70	64,151.54	62,327.39	1,824.16	14,269.39	13,863.64	405.75
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	5,774.93	5,621.52	153.41	14,443.40	14,059.71	383.69	64,151.54	62,447.37	1,704.18	14,269.39	13,890.33	379.06
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	5,774.93	5,632.34	142.59	14,443.40	14,086.78	356.62	64,151.54	62,567.58	1,583.97	14,269.39	13,917.07	352.33
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	5,774.93	5,643.18	131.75	14,443.40	14,113.90	329.51	64,151.54	62,688.02	1,463.52	14,269.39	13,943.86	325.54
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	5,774.93	5,654.05	120.88	14,443.40	14,141.07	302.34	64,151.54	62,808.70	1,342.85	14,269.39	13,970.70	298.69
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	5,774.93	5,664.93	110.00	14,443.40	14,168.29	275.11	64,151.54	62,929.60	1,221.94	14,269.39	13,997.59	271.80
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	5,774.93	5,675.83	99.09	14,443.40	14,195.56	247.84	64,151.54	63,050.74	1,100.80	14,269.39	14,024.54	244.85
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	5,774.93	5,686.76	88.17	14,443.40	14,222.89	220.51	64,151.54	63,172.11	979.43	14,269.39	14,051.53	217.86
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	5,774.93	5,697.71	77.22	14,443.40	14,250.27	193.13	64,151.54	63,293.72	857.82	14,269.39	14,078.58	190.81
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	5,774.93	5,708.68	66.25	14,443.40	14,277.70	165.70	64,151.54	63,415.56	735.98	14,269.39	14,105.68	163.71
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	5,774.93	5,719.66	55.26	14,443.40	14,305.18	138.22	64,151.54	63,537.64	613.91	14,269.39	14,132.84	136.55
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	5,774.93	5,730.68	44.25	14,443.40	14,332.72	110.68	64,151.54	63,659.95	491.60	14,269.39	14,160.04	109.35
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	5,774.93	5,741.71	33.22	14,443.40	14,360.31	83.09	64,151.54	63,782.49	369.05	14,269.39	14,187.30	82.09
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	5,774.93	5,752.76	22.17	14,443.40	14,387.96	55.45	64,151.54	63,905.27	246.27	14,269.39	14,214.61	54.78
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	5,774.93	5,763.83	11.10	14,443.40	14,415.65	27.75	64,151.54	64,028.29	123.25	14,269.39	14,241.98	27.42
TOTAL		31,198,672.40	29,999,999.89	1,198,672.51		230,997.15	222,122.10	8,875.06	577,735.08	555,539.10	22,196.98	2,566,061.79	2,467,472.09	98,589.70	570,775.66	548,846.10	21,929.56

Cities Share of Max Construction Costs	30,000,000.00
Additional Funding Cost Rate	0.77%
Number of Payments	40
Payments	\$779,966.81

Quarterly Payment Schedule

						RANCHO SANTA MARGARITA			SAN JUAN CAPISTRANO			SANTA ANA			STANTON		
# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost
Basis: 5 Year Average* (%)						0.70%			0.90%			22.89%			2.04%		
1	10/1/2016	30,000,000.00	\$779,966.81	722,216.81	57,750.00	5,449.84	5,046.32	403.51	7,024.07	6,504.00	520.07	178,537.31	165,318.12	13,219.19	15,932.67	14,752.99	1,179.68
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	5,449.84	5,056.04	393.80	7,024.07	6,516.52	507.55	178,537.31	165,636.36	12,900.95	15,932.67	14,781.39	1,151.28
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	5,449.84	5,065.77	384.07	7,024.07	6,529.06	495.01	178,537.31	165,955.21	12,582.10	15,932.67	14,809.84	1,122.83
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	5,449.84	5,075.52	374.32	7,024.07	6,541.63	482.44	178,537.31	166,274.67	12,262.64	15,932.67	14,838.35	1,094.32
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	5,449.84	5,085.29	364.55	7,024.07	6,554.22	469.85	178,537.31	166,594.75	11,942.56	15,932.67	14,866.92	1,065.75
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	5,449.84	5,095.08	354.76	7,024.07	6,566.84	457.23	178,537.31	166,915.45	11,621.87	15,932.67	14,895.54	1,037.14
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	5,449.84	5,104.89	344.95	7,024.07	6,579.48	444.59	178,537.31	167,236.76	11,300.55	15,932.67	14,924.21	1,008.46
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	5,449.84	5,114.72	335.12	7,024.07	6,592.14	431.92	178,537.31	167,558.69	10,978.62	15,932.67	14,952.94	979.73
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	5,449.84	5,124.56	325.28	7,024.07	6,604.83	419.23	178,537.31	167,881.24	10,656.07	15,932.67	14,981.72	950.95
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	5,449.84	5,134.43	315.41	7,024.07	6,617.55	406.52	178,537.31	168,204.41	10,332.90	15,932.67	15,010.56	922.11
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	5,449.84	5,144.31	305.53	7,024.07	6,630.29	393.78	178,537.31	168,528.21	10,009.11	15,932.67	15,039.46	893.21
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	5,449.84	5,154.21	295.62	7,024.07	6,643.05	381.02	178,537.31	168,852.62	9,684.69	15,932.67	15,068.41	864.26
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	5,449.84	5,164.14	285.70	7,024.07	6,655.84	368.23	178,537.31	169,177.66	9,359.65	15,932.67	15,097.42	835.26
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	5,449.84	5,174.08	275.76	7,024.07	6,668.65	355.42	178,537.31	169,503.33	9,033.98	15,932.67	15,126.48	806.19
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	5,449.84	5,184.04	265.80	7,024.07	6,681.49	342.58	178,537.31	169,829.62	8,707.69	15,932.67	15,155.60	777.07
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	5,449.84	5,194.02	255.82	7,024.07	6,694.35	329.72	178,537.31	170,156.55	8,380.77	15,932.67	15,184.77	747.90
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	5,449.84	5,204.01	245.82	7,024.07	6,707.24	316.83	178,537.31	170,484.10	8,053.22	15,932.67	15,214.00	718.67
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	5,449.84	5,214.03	235.81	7,024.07	6,720.15	303.92	178,537.31	170,812.28	7,725.03	15,932.67	15,243.29	689.38
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	5,449.84	5,224.07	225.77	7,024.07	6,733.08	290.98	178,537.31	171,141.09	7,396.22	15,932.67	15,272.63	660.04
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	5,449.84	5,234.13	215.71	7,024.07	6,746.05	278.02	178,537.31	171,470.54	7,066.77	15,932.67	15,302.03	630.64
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	5,449.84	5,244.20	205.64	7,024.07	6,759.03	265.04	178,537.31	171,800.62	6,736.69	15,932.67	15,331.49	601.18
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	5,449.84	5,254.30	195.54	7,024.07	6,772.04	252.03	178,537.31	172,131.34	6,405.98	15,932.67	15,361.00	571.67
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	5,449.84	5,264.41	185.43	7,024.07	6,785.08	238.99	178,537.31	172,462.69	6,074.62	15,932.67	15,390.57	542.10
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	5,449.84	5,274.55	175.29	7,024.07	6,798.14	225.93	178,537.31	172,794.68	5,742.63	15,932.67	15,420.20	512.47
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	5,449.84	5,284.70	165.14	7,024.07	6,811.23	212.84	178,537.31	173,127.31	5,410.00	15,932.67	15,449.88	482.79
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	5,449.84	5,294.87	154.97	7,024.07	6,824.34	199.73	178,537.31	173,460.58	5,076.73	15,932.67	15,479.62	453.05
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	5,449.84	5,305.06	144.77	7,024.07	6,837.48	186.59	178,537.31	173,794.49	4,742.82	15,932.67	15,509.42	423.25
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	5,449.84	5,315.28	134.56	7,024.07	6,850.64	173.43	178,537.31	174,129.05	4,408.27	15,932.67	15,539.28	393.39
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	5,449.84	5,325.51	124.33	7,024.07	6,863.83	160.24	178,537.31	174,464.24	4,073.07	15,932.67	15,569.19	363.48
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	5,449.84	5,335.76	114.08	7,024.07	6,877.04	147.03	178,537.31	174,800.09	3,737.22	15,932.67	15,599.16	333.51
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	5,449.84	5,346.03	103.81	7,024.07	6,890.28	133.79	178,537.31	175,136.58	3,400.73	15,932.67	15,629.19	303.48
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	5,449.84	5,356.32	93.52	7,024.07	6,903.54	120.53	178,537.31	175,473.71	3,063.60	15,932.67	15,659.28	273.40
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	5,449.84	5,366.63	83.21	7,024.07	6,916.83	107.24	178,537.31	175,811.50	2,725.81	15,932.67	15,689.42	243.25
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	5,449.84	5,376.96	72.87	7,024.07	6,930.14	93.92	178,537.31	176,149.94	2,387.37	15,932.67	15,719.62	213.05
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	5,449.84	5,387.31	62.52	7,024.07	6,943.48	80.58	178,537.31	176,489.03	2,048.28	15,932.67	15,749.88	182.79
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	5,449.84	5,397.69	52.15	7,024.07	6,956.85	67.22	178,537.31	176,828.77	1,708.54	15,932.67	15,780.20	152.47
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	5,449.84	5,408.08	41.76	7,024.07	6,970.24	53.83	178,537.31	177,169.17	1,368.15	15,932.67	15,810.58	122.09
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	5,449.84	5,418.49	31.35	7,024.07	6,983.66	40.41	178,537.31	177,510.22	1,027.10	15,932.67	15,841.01	91.66
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	5,449.84	5,428.92	20.92	7,024.07	6,997.10	26.96	178,537.31	177,851.92	685.39	15,932.67	15,871.51	61.16
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	5,449.84	5,439.37	10.47	7,024.07	7,010.57	13.50	178,537.31	178,194.29	343.02	15,932.67	15,902.06	30.61
TOTAL		31,198,672.40	29,999,999.89	1,198,672.51		217,993.55	209,618.10	8,375.45	280,962.75	270,168.00	10,794.77	7,141,492.48	6,867,111.87	274,380.61	637,306.82	612,821.10	24,485.73

EXHIBIT E

BMAF

Cities Share of Max Construction Costs				30,000,000.00													
Additional Funding Cost Rate				0.77%													
Number of Payments				40													
Payments				\$779,966.81													
Quarterly Payment Schedule																	
		TUSTIN						VILLA PARK			YORBA LINDA			TOTAL			
# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost	Total Payment	Cities Share of MCC	Additional Funding Cost
Basis: 5 Year Average* (%)						2.64%			0.16%			1.54%			100.00%		
1	10/1/2016	30,000,000.00	\$779,966.81	722,216.81	57,750.00	20,569.07	19,046.11	1,522.97	1,218.13	1,127.94	90.19	12,048.98	11,156.86	892.13	779,966.83	722,216.82	57,750.00
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	20,569.07	19,082.77	1,486.30	1,218.13	1,130.11	88.02	12,048.98	11,178.33	870.65	779,966.83	723,607.09	56,359.73
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	20,569.07	19,119.50	1,449.57	1,218.13	1,132.28	85.85	12,048.98	11,199.85	849.13	779,966.83	725,000.03	54,966.79
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	20,569.07	19,156.31	1,412.76	1,218.13	1,134.46	83.67	12,048.98	11,221.41	827.57	779,966.83	726,395.66	53,571.16
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	20,569.07	19,193.19	1,375.89	1,218.13	1,136.65	81.48	12,048.98	11,243.01	805.97	779,966.83	727,793.97	52,172.85
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	20,569.07	19,230.13	1,338.94	1,218.13	1,138.83	79.29	12,048.98	11,264.65	784.33	779,966.83	729,194.97	50,771.85
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	20,569.07	19,267.15	1,301.92	1,218.13	1,141.03	77.10	12,048.98	11,286.34	762.64	779,966.83	730,598.67	49,368.15
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	20,569.07	19,304.24	1,264.83	1,218.13	1,143.22	74.91	12,048.98	11,308.07	740.92	779,966.83	732,005.07	47,961.75
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	20,569.07	19,341.40	1,227.67	1,218.13	1,145.42	72.70	12,048.98	11,329.83	719.15	779,966.83	733,414.18	46,552.64
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	20,569.07	19,378.63	1,190.44	1,218.13	1,147.63	70.50	12,048.98	11,351.64	697.34	779,966.83	734,826.01	45,140.81
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	20,569.07	19,415.94	1,153.14	1,218.13	1,149.84	68.29	12,048.98	11,373.50	675.49	779,966.83	736,240.55	43,726.27
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	20,569.07	19,453.31	1,115.76	1,218.13	1,152.05	66.08	12,048.98	11,395.39	653.59	779,966.83	737,657.81	42,309.01
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	20,569.07	19,490.76	1,078.31	1,218.13	1,154.27	63.86	12,048.98	11,417.33	631.66	779,966.83	739,077.80	40,889.02
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	20,569.07	19,528.28	1,040.79	1,218.13	1,156.49	61.64	12,048.98	11,439.30	609.68	779,966.83	740,500.52	39,466.30
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	20,569.07	19,565.87	1,003.20	1,218.13	1,158.72	59.41	12,048.98	11,461.32	587.66	779,966.83	741,925.99	38,040.83
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	20,569.07	19,603.54	965.54	1,218.13	1,160.95	57.18	12,048.98	11,483.39	565.59	779,966.83	743,354.20	36,612.62
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	20,569.07	19,641.27	927.80	1,218.13	1,163.18	54.95	12,048.98	11,505.49	543.49	779,966.83	744,785.15	35,181.67
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	20,569.07	19,679.08	889.99	1,218.13	1,165.42	52.71	12,048.98	11,527.64	521.34	779,966.83	746,218.86	33,747.96
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	20,569.07	19,716.96	852.11	1,218.13	1,167.67	50.46	12,048.98	11,549.83	499.15	779,966.83	747,655.34	32,311.48
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	20,569.07	19,754.92	814.15	1,218.13	1,169.91	48.22	12,048.98	11,572.07	476.92	779,966.83	749,094.57	30,872.25
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	20,569.07	19,792.95	776.13	1,218.13	1,172.17	45.96	12,048.98	11,594.34	454.64	779,966.83	750,536.59	29,430.24
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	20,569.07	19,831.05	738.02	1,218.13	1,174.42	43.71	12,048.98	11,616.66	432.32	779,966.83	751,981.37	27,985.46
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	20,569.07	19,869.22	699.85	1,218.13	1,176.68	41.45	12,048.98	11,639.02	409.96	779,966.83	753,428.94	26,537.89
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	20,569.07	19,907.47	661.60	1,218.13	1,178.95	39.18	12,048.98	11,661.43	387.55	779,966.83	754,879.29	25,087.54
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	20,569.07	19,945.79	623.28	1,218.13	1,181.22	36.91	12,048.98	11,683.88	365.11	779,966.83	756,332.43	23,634.40
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	20,569.07	19,984.19	584.88	1,218.13	1,183.49	34.64	12,048.98	11,706.37	342.61	779,966.83	757,788.37	22,178.46
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	20,569.07	20,022.66	546.41	1,218.13	1,185.77	32.36	12,048.98	11,728.90	320.08	779,966.83	759,247.11	20,719.72
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	20,569.07	20,061.20	507.87	1,218.13	1,188.05	30.08	12,048.98	11,751.48	297.50	779,966.83	760,708.66	19,258.17
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	20,569.07	20,099.82	469.25	1,218.13	1,190.34	27.79	12,048.98	11,774.10	274.88	779,966.83	762,173.03	17,793.80
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	20,569.07	20,138.51	430.56	1,218.13	1,192.63	25.50	12,048.98	11,796.77	252.21	779,966.83	763,640.21	16,326.62
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	20,569.07	20,177.28	391.79	1,218.13	1,194.93	23.20	12,048.98	11,819.48	229.51	779,966.83	765,110.22	14,856.61
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	20,569.07	20,216.12	352.95	1,218.13	1,197.23	20.90	12,048.98	11,842.23	206.75	779,966.83	766,583.05	13,383.78
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	20,569.07	20,255.04	314.04	1,218.13	1,199.53	18.60	12,048.98	11,865.02	183.96	779,966.83	768,058.73	11,908.10
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	20,569.07	20,294.03	275.05	1,218.13	1,201.84	16.29	12,048.98	11,887.86	161.12	779,966.83	769,537.24	10,429.59
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	20,569.07	20,333.09	235.98	1,218.13	1,204.15	13.98	12,048.98	11,910.75	138.23	779,966.83	771,018.60	8,948.23
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	20,569.07	20,372.24	196.84	1,218.13	1,206.47	11.66	12,048.98	11,933.68	115.30	779,966.83	772,502.81	7,464.02
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	20,569.07	20,411.45	157.62	1,218.13	1,208.79	9.33	12,048.98	11,956.65	92.33	779,966.83	773,989.88	5,976.95
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	20,569.07	20,450.74	118.33	1,218.13	1,211.12	7.01	12,048.98	11,979.67	69.32	779,966.83	775,479.81	4,487.02
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	20,569.07	20,490.11	78.96	1,218.13	1,213.45	4.68	12,048.98	12,002.73	46.25	779,966.83	776,972.61	2,994.22
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	20,569.07	20,529.55	39.52	1,218.13	1,215.79	2.34	12,048.98	12,025.83	23.15	779,966.83	778,468.28	1,498.55
TOTAL			31,198,672.40	29,999,999.89	1,198,672.51	822,762.96	791,151.90	31,611.07	48,725.15	46,853.10	1,872.05	481,959.28	463,442.10	18,517.18	31,198,673.02	30,000,000.49	1,198,672.53

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT, dated for reference as of _____, 2015 (the "AGREEMENT"), is by and among the COUNTY OF ORANGE (the "COUNTY"), and the cities of [Participating cities subject to change] ANAHEIM, BREA, CYPRESS, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, LAGUNA HILLS, LAKE FOREST, ORANGE, PLACENTIA, RANCHO SANTA MARGARITA, SAN JUAN CAPISTRANO, STANTON, TUSTIN, VILLA PARK, and YORBA LINDA (each, a "CITY," and collectively, the "CITIES" and, together with the County, the "PARTIES").

RECITALS

- A. WHEREAS, COUNTY and each CITY are, or concurrent with the execution of this AGREEMENT, will become, parties to an Agreement for Provision of OC Animal Care Services (the "SERVICES AGREEMENTS"), pursuant to which COUNTY provides animal care services ("SERVICES") in the jurisdictional boundaries of the signatory cities, and;
- B. WHEREAS, COUNTY provides the SERVICES to the CITIES, as well as to the unincorporated areas of the COUNTY, through OC Animal Care ("OCAC"), and;
- C. WHEREAS, COUNTY owns, and through OCAC operates, an animal care shelter facility at 561 The City Drive South, Orange, California (the "EXISTING SHELTER"), and;
- D. WHEREAS, the PARTIES agree that, owing to the age and condition of the EXISTING SHELTER, it is now desirable to construct a new facility (the "NEW SHELTER") in which to provide enhanced shelter and care services which will benefit the citizens of each of the PARTIES, and;
- E. WHEREAS, the PARTIES acknowledge that the construction of the NEW SHELTER will impact the operational costs of providing SERVICES pursuant to the SERVICES AGREEMENTS, which costs are shared among the parties in proportion to their usage of the SERVICES; and
- F. WHEREAS, each PARTY agrees that the construction of the NEW SHELTER is a benefit to, and necessary to meet the social needs of, each PARTIES' respective citizens, and, therefore, the PARTIES desire to enter into this AGREEMENT to set

forth terms governing the construction of the NEW SHELTER and the allocation among the PARTIES, and the method of payment of, the increased costs of SERVICES resulting from the construction of the NEW SHELTER.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the PARTIES agree as follows:

1. Design & Construct

1.1. **COUNTY Responsibilities:** COUNTY shall be responsible for the design; preparation of all studies, analyses and documents necessary to deliver the NEW SHELTER, including any CEQA environmental documentation; obtaining all permits; administration; and construction of the NEW SHELTER.

1.2. **Site:** Construction of the NEW SHELTER is sited for the 10 acre area of land on the Old Tustin Air Force Base located at the 1500 block of Armstrong Avenue in Tustin, CA and identified on Exhibit A, attached hereto (the "SITE").

1.3. **Design Concept:** COUNTY has developed the initial design concept of the NEW SHELTER, attached hereto as Exhibit B. The design of the NEW SHELTER is scalable based on usage needs. COUNTY shall use best efforts to scale the final design of the NEW SHELTER to a size reasonably appropriate for the total requirements of those CITIES that elect to be parties to this AGREEMENT.

1.4. **Project Development:** COUNTY has or shall retain the services of a licensed design-build contractor ("CONTRACTOR") to perform further design and all engineering, planning, preparation of plans and specifications, and complete construction of the NEW SHELTER, including construction management and post-construction activities, pursuant to a written agreement between COUNTY and CONTRACTOR, as the same may be amended from time to time (the "CONSTRUCTION CONTRACT").

1.5. **Design Advisory Board:** COUNTY shall establish a Design Advisory Board (the "DESIGN ADVISORY BOARD") to provide input to COUNTY regarding the design of the NEW SHELTER. COUNTY shall, in good faith, reasonably consider the input of the DESIGN ADVISORY BOARD in making COUNTY'S determinations regarding the design of the NEW SHELTER.

Nevertheless, COUNTY is not bound to follow the recommendations of the DESIGN ADVISORY BOARD and the ultimate determination as to the design of the NEW SHELTER rests entirely with COUNTY. The DESIGN ADVISORY BOARD shall consist of at least three staff members from the City Managers Association Animal Care Committee referenced in Paragraph IV of Exhibit A of the SERVICES AGREEMENT. At least two (2) of the staff members shall be chosen collectively by those CITIES whose shelter usage each individually constituted more than eight percent (8%) of total usage of the EXISTING SHELTER for fiscal year 2014/2015. The third staff member shall be chosen by mutual agreement of the remaining CITIES.

1.6. **Use of NEW SHELTER.** The completed NEW SHELTER shall be owned by COUNTY and shall be used by COUNTY for the provision of SERVICES for contracting cities and COUNTY unincorporated areas, as needed, pursuant to the terms of current and future SERVICES AGREEMENTS. In the event COUNTY elects to discontinue usage of the NEW SHELTER for animal sheltering purposes prior to December 31, 2066, COUNTY shall offer to those CITIES then currently contracting with COUNTY to receive SERVICES pursuant to a SERVICES AGREEMENTS the opportunity to lease the NEW SHELTER strictly for animal sheltering purposes until such date, at a costs of \$1.00 per year plus all rental costs, if any, owed to SOCCCD pursuant to the Ground Lease to be entered into between COUNTY and SOCCCD pursuant to the LETTER OF INTENT defined below (the "GROUND LEASE"). Each and every CITY exercising this option shall be responsible for all operational costs; utility costs; maintenance, alteration, repair and improvement costs; and any other costs of sustaining and operating an animal shelter at the SITE and shall indemnify COUNTY for any costs or liabilities resulting from or relating to the SITE. Upon exercise of the option, the COUNTY and the optioning CITIES shall use best efforts to negotiate mutually agreeable terms for the resulting lease. If the PARTIES cannot agree to mutually agreeable terms within one hundred and eighty (180) days after the exercise of the option, the option will terminate. The option provided for in this subsection is exclusive to those CITIES described above and may only be exercised collectively by those CITIES that elect to exercise the option or, if only one CITY wishes to do so, by that single electing CITY. The option must be exercised, if at all, within one hundred and eighty (180) days after COUNTY notifies CITIES of its decision to discontinue use of the NEW SHELTER for animal sheltering purposes. The option provided herein shall be contingent upon the GROUND LEASE not terminating by its terms prior to

COUNTY obtaining fee hold possession of the SITE. In the event COUNTY does not yet have fee hold possession of the SITE as of April 29, 2034, the expiration date of the GROUND LEASE, COUNTY shall, at least six months prior to that date, consult with those CITIES then contracting with COUNTY for SERVICES regarding proposed methods of accessing continued use of the SITE. Upon execution of the GROUND LEASE, COUNTY and CITIES shall consult regarding any assistance CITIES can provide to facilitate and expedite conveyance of the SITE to COUNTY.

- 1.7. **Contingency:** All obligations created by this Agreement are contingent upon the full execution of the GROUND LEASE and receipt of possession of the SITE by COUNTY.

2. Construction Costs Allocation

2.1 **Total Costs:** Total cost of NEW SHELTER construction shall include: a) all design development costs; b) all costs incurred by COUNTY pursuant to the CONSTRUCTION CONTRACT; c) all site preparation costs; d) all costs of fixtures; e) all costs incurred by COUNTY under the Amended and Restated Agreement for the Exchange of Real Property to be entered into between COUNTY and the South Orange County Community College District (the "SOCCCD") pursuant to the Letter of Intent Regarding the Proposal to Ground Lease SOCCD Exchange Parcel to County of Orange For Development as Animal Care Center/Amendment of County-SOCCCD Land Exchange Agreement, which Letter of Intent is attached hereto as Exhibit C (the "LETTER OF INTENT"), as the same may be amended from time to time, as well as any costs incurred pursuant to the LETTER OF INTENT itself; and f) any and all other costs incurred by COUNTY for any construction or construction related activity on the Site incurred in connection with the NEW SHELTER (the "ACTUAL CONSTRUCTION COSTS"). The maximum amount to be paid hereunder as ACTUAL CONSTRUCTION COSTS is set forth on Exhibit D, attached hereto (the "MAXIMUM CONSTRUCTION COSTS"). Upon completion of the NEW SHELTER, COUNTY shall provide CITIES with a full accounting of the application of all funds spent on ACTUAL CONSTRUCTION COSTS.

2.2 **COUNTY's Contribution:** COUNTY shall contribute toward the construction of the NEW SHELTER the land upon which the NEW SHELTER shall be constructed and five million dollars (\$5,000,000.00) to be applied toward

MAXIMUM CONSTRUCTION COSTS. Any COUNTY funds paid by COUNTY toward ACTUAL CONSTRUCTION COSTS on or after the execution of this AGREEMENT shall count toward the \$5,000,000 to be contributed by COUNTY and will be applied toward costs of construction as necessary to cover any discrepancy between available CITY payment funds and ACTUAL CONSTRUCTION COSTS as they become due and payable.

2.3 CITIES' Contribution: The remainder of MAXIMUM CONSTRUCTION COSTS beyond the five million dollars (\$5,000,000.00) paid by COUNTY ("CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS") will be divided among the CITIES based on the formula set forth in Exhibit D, attached hereto. Each CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS, as determined by said formula, is also set forth on Exhibit D. On that date which is five (5) years after the full execution of this AGREEMENT, each CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS shall be recalculated based on the same formula as set forth in Exhibit D but using then current statistical data. If any CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS is altered by the recalculation by more than five percentage points, then each CITY'S total share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS shall be recalculated so that the originally calculated percentage shall be applied to one half of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS and the recalculated percentage shall be applied to the second half of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. All future payments owed by each CITY shall be adjusted based on the results of the recalculation of each such CITY'S total share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. If said adjustment results in a reduction in the amount owing by any CITY that, as of that time, has already fully paid its share of the MAXIMUM CONSTRUCTION COSTS, such reduction shall be credited as an offset against future charges, if any, under such CITY'S SERVICES AGREEMENT. If said adjustment results in an increase in the amount owing by any CITY that, as of that time, has already fully paid its previously calculated share of the MAXIMUM CONSTRUCTION COSTS, the amount of such increase shall be due and payable pursuant to the same payment schedule as those CITIES that have not elected to prepay their share of MAXIMUM CONSTRUCTION COSTS, subject to the same prepayment option. COUNTY shall, upon request of a CITY, provide the requesting CITY with copies of the data and documents used to calculate each CITY's percentage

share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS.

2.4 Payment Schedule: Each CITY shall pay its full share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS, in addition to costs to be paid in accordance with such CITY'S SERVICES AGREEMENT, in consideration of each such CITY'S continuing right to use the NEW SHELTER or the EXISTING SHELTER or any replacement of the NEW SHELTER or the EXISTING SHELTER (together, or any one of them, "SHELTERS") pursuant to the terms of its SERVICES AGREEMENT. Each CITY'S annual obligation to make the payments required hereunder is contingent on the COUNTY making available to such CITY, for the respective year, the use of SHELTERS pursuant to the terms of such CITY'S SERVICES AGREEMENT. At the election of each individual CITY, payment of the amounts owing hereunder may be made in advance of use or may be made over the ten (10) year term of the SERVICES AGREEMENTS in accordance with the Payment Schedule, attached hereto as Exhibit E (the "PAYMENT SCHEDULE"). For CITIES electing not to pay in advance of the scheduled payment, the annual amount each such CITY shall owe hereunder shall be increased by the formula shown on the PAYMENT SCHEDULE as the "ADDITIONAL FUNDING COST." The higher payment amount to be paid by CITIES not electing to pay in advance represents the cost to the COUNTY of the lost value overtime of the money paid by COUNTY toward ACTUAL CONSTRUCTION COSTS beyond the \$5,000,000 provided for above. The amounts indicated on the PAYMENT SCHEDULE further include costs to be incurred by the relevant CITY for each thirty (30) day period that any payment is overdue. Each CITY acknowledges that the construction and availability of SHELTERS for use by each CITY over the term of such CITY'S SERVICES AGREEMENT is a substantial benefit to such CITY. In the event any CITY refuses to receive SERVICES from COUNTY in violation of the terms of such CITY'S SERVICES AGREEMENT despite being offered such SERVICES by COUNTY, or in the case of a default or failure to pay its cost share in accordance with this AGREEMENT, each CITY remains obligated to pay to COUNTY its outstanding payments hereunder as they become due and payable and COUNTY may take any legal action as appropriate to obtain such payment. Further, the PARTIES acknowledge that the payments owing hereunder do not reduce or offset amounts owing pursuant to the SERVICES AGREEMENTS.

3. Participation of New Cities After Commencement of Construction. After full execution of this AGREEMENT, no city will be added to the OCAC SERVICES program for a period of three (3) years from the date first set forth above, to allow for appropriate sizing and establishment of operational protocols for the NEW SHELTER. If a new city elects to participate in the OCAC SERVICES program after the three (3) year period indicated above, and COUNTY elects to provide SERVICES to such city, such city will be required to pay a pro rata portion of the MAXIMUM CONSTRUCTION COSTS based on the formula set forth in Exhibit D. Any new participating cities' contributions pursuant to this section will be applied first toward any necessary expansion of the NEW SHELTER and the remainder will be deposited into a shelter maintenance and repair fund (the "SHELTER MAINTENANCE FUND"). COUNTY shall establish a separate project fund account for all funds allocable to the SHELTER MAINTENANCE FUND and shall not commingle any other funds in said account. It is the intention of the PARTIES that any funds contained in the SHELTER MAINTENANCE FUND be exhausted prior to any additional contributions by the PARTIES toward post-construction shelter upgrades or capital improvements. Prior to contracting to provide SERVICES to a new city, COUNTY shall consult with those CITIES then currently contracting with COUNTY to receive SERVICES pursuant to a SERVICES AGREEMENT. COUNTY shall in good faith consider the input of those cities in making COUNTY'S determination as to whether to provide SERVICES to the proposed new city. Nevertheless, COUNTY is not bound to follow the recommendations of those cities and the ultimate determination as to whether to provide SERVICES to the proposed city rests entirely with COUNTY.
4. NEW SHELTER Account; Deposit of Funds. Upon the execution of this AGREEMENT, COUNTY shall establish a separate capital project fund account for all funds of the PARTIES which are to be applied toward ACTUAL CONSTRUCTION COSTS for the NEW SHELTER (the "NEW SHELTER ACCOUNT") and shall not commingle any other funds in said account. Funds payable by any CITY as an additional cost imposed due to late payment, or that are allocable to COUNTY to reimburse COUNTY for any COUNTY funds spent on ACTUAL CONSTRUCTION COSTS beyond the \$5,000,000 provided for above, or that are to reimburse COUNTY for the lost value over time of the money paid by COUNTY toward ACTUAL CONSTRUCTION COSTS beyond the \$5,000,000 provided for above, shall not be paid into the NEW SHELTER ACCOUNT but shall be paid directly to COUNTY for COUNTY'S sole use.
5. Allocation of Excess Funds. Upon final completion of the NEW SHELTER, issuance of a certificate of occupancy, payment of all ACTUAL CONSTRUCTION COSTS, and payment of all amounts due pursuant to this AGREEMENT, any unused funds remaining in

the NEW SHELTER ACCOUNT, but not exceeding an amount equal to the difference between total ACTUAL CONSTRUCTION COSTS incurred and MAXIMUM CONSTRUCTION COSTS, shall be credited to those CITIES then obtaining SERVICES from COUNTY against future charges under each such CITY'S SERVICES AGREEMENT based on the same percentages that each such CITY paid of the CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. Any funds not distributed in accordance with the previous sentence shall be deposited into the SHELTER MAINTENANCE FUND.

6. Operational Commitment. Concurrent with the execution of this AGREEMENT, each CITY shall enter into a new, amended SERVICES AGREEMENT with COUNTY in the form attached hereto as Exhibit F (the "AMENDED SERVICES AGREEMENT"). The operational cost for SERVICES owing pursuant to the AMENDED SERVICES AGREEMENTS, calculated with respect to each CITY and unincorporated COUNTY area, shall include, together with all other annual costs of operation of OCAC, all rental costs, if any, under the Ground Lease to be entered into between COUNTY and SOCCCD pursuant to the LETTER OF INTENT. All PARTIES acknowledge that the division of all operational costs among the PARTIES allows for costs efficiencies and operational savings to each PARTY and that each PARTY has entered into this AGREEMENT and its AMENDED SERVICES AGREEMENT in reliance on such shared costs and resulting savings. Each CITY, to provide assurance of such continued cost efficiencies to each remaining PARTY, hereby expresses its commitment to procure SERVICES from COUNTY for a period of 10 years and acknowledges the financial burden that any breach of this commitment would have on all other PARTIES. To that end the AMENDED SERVICES AGREEMENTS shall each provide for a 10 year term of service.

7. Defaults and Remedies.

- 7.1. **Defaults.** The failure by any PARTY to perform any of its obligations set forth in this AGREEMENT shall constitute a default of this AGREEMENT. Except as required to protect against further damages, the nondefaulting PARTY may not institute legal proceedings against the PARTY in default until the nondefaulting PARTY has provided the defaulting PARTY notice of the default and the following applicable cure period has expired: (i) the cure period for any monetary default shall be fifteen (15) calendar days after the defaulting PARTY'S receipt of written notice from the nondefaulting PARTY that such obligation was not performed; and (ii) the cure period for any other default shall be thirty (30) days

after the defaulting PARTY'S receipt of written notice from the nondefaulting PARTY that such obligation was not performed.

7.2. Remedies Upon Default. Upon the occurrence of any default and after the defaulting PARTY has received written notice of default and the time period to cure the default has expired, the nondefaulting PARTY may at its option pursue damages or specific performance or other legal and equitable remedies the injured PARTY may have against the defaulting PARTY in accordance with applicable law. Should any CITY fail to pay any payment due by that CITY hereunder, COUNTY may take any action as is appropriate to obtain such payment. Nothing herein shall be construed as COUNTY'S exclusive remedy for the remediation of default by a CITY or CITIES, and COUNTY reserves the right to pursue any and all available rights and remedies at law or in equity.

7.3. Non-refund of Contributions. The payments made by all PARTIES pursuant to this AGREEMENT shall be used for completion and maintenance of the NEW SHELTER in the manner described herein and all PARTIES acknowledge and agree that the completion and maintenance of the NEW SHELTER, as well as the completion of each phase of construction activity and each construction milestone under the CONSTRUCTION CONTRACT, provides an immediate benefit to each PARTY and that no payments made pursuant to this AGREEMENT shall be refunded for any reason other than pursuant to the last sentence of Section 8.1.a.

8. Results of Nonpayment by any CITY.

8.1. Adjustment of Payments Upon Nonpayment:

a) All PARTIES acknowledge that the failure of any CITY to pay any amount hereunder will result in an increase in the operational costs of sheltering SERVICES to be divided among all other CITIES. To that end, in the event any CITY fails to pay, for any other reason, any amount to be paid by that CITY under this AGREEMENT, within fifteen (15) days of when such payment is due, the amount of such nonpayment will be apportioned among the remaining CITIES such that the remaining CITIES' will be responsible to pay such unpaid amount. The amounts paid by the remaining CITIES pursuant to this section will be applied in the following order: first to replenish any COUNTY funds spent on ACTUAL CONSTRUCTION COSTS that would have been paid by funds owed by the nonpaying CITY, second to pay any other amounts due to COUNTY by the nonpaying CITY pursuant to this AGREEMENT, and the

remainder to pay ACTUAL CONSTRUCTION COSTS as they come due. Should the non-paying CITY pay any portion of the amount owing, the increased cost paid pursuant to this subsection by the remaining CITIES will be reimbursed to the extent of the amount of such repayment. This section shall apply to each payment obligation owed and not paid by any CITY as it becomes due and payable and shall not result in any acceleration of the full amount payable by the nonpaying CITY over the term of this AGREEMENT. In the event any CITY should default in its obligations under this AGREEMENT and no longer obtain sheltering SERVICES from COUNTY, COUNTY shall consult with all CITIES then obtaining SERVICES from COUNTY to discuss methods of cost reduction that may be made available as a result of such reduction in sheltering SERVICES usage.

b) It is the intention of all PARTIES that no funds provided by any PARTY under this AGREEMENT shall be reimbursed for any other reason than that set forth in the last sentence of the foregoing subsection (a). If, pursuant to judicial action or threat thereof, any funds are reimbursed under this AGREEMENT to any CITY, other than pursuant to the last sentence of the foregoing subsection (a), the remaining CITIES' will be responsible to pay to the COUNTY the reimbursed amount.

c) Each CITY's proportional share of any amounts required to be paid by CITIES pursuant to this section shall be determined based on the formula set forth on Exhibit D. Each CITY'S resulting incremental increase in contribution will be due within thirty (30) days of notification by the COUNTY to the participating CITIES of the increased amount owing. The obligation of CITIES to pay increased amounts under this Section 8 is not intended to be an exclusive remedy. COUNTY reserves the right to take any action as is appropriate to obtain payment from any non-paying CITY. Additionally, each CITY paying increased costs pursuant to this Section 8, shall have and retain the right to take any action at law or equity as is appropriate to obtain reimbursement of such increased payment amounts from the non-paying CITY.

8.2. Impact of Nonpayment upon SERVICES AGREEMENT. In the event any CITY fails to pay, for any reason, any amount to be paid by that CITY under this AGREEMENT, such failure shall constitute a default under the nonpaying CITY's SERVICES AGREEMENT and COUNTY shall have

the right to immediately terminate such SERVICES AGREEMENT, at its discretion.

9. Status of COUNTY as Independent Contractor. COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between any CITY and COUNTY or any of COUNTY's agents or employees. COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be considered to be CITY employees.
10. Governing Law and Venue. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the PARTIES hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
11. Term and Termination: This AGREEMENT shall be effective from the date first set forth above until each PARTY has made the last payment required under this AGREEMENT, provided that the rights granted with respect to the option created pursuant to Section 1.6 shall continue in accordance with the terms of Section 1.6.
12. Amendments/Entire Agreement: Amendments to this AGREEMENT must be in writing and approved by the governing body of each PARTY. This AGREEMENT is the entire agreement among the parties with respect to the construction of the NEW SHELTER and it supersedes any prior written or oral agreements with respect to the subject. Any and all exhibits that may be referred to in this AGREEMENT are by such references incorporated in this AGREEMENT and made a part hereof.
13. Severability. If any provision of this AGREEMENT, or the application thereof, to any extent, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision, to the extent it is valid and enforceable, and all other remaining provisions hereof shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such provisions are not rendered impractical to perform taking into consideration the purposes of this

AGREEMENT.

14. Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.
15. Interpretation. This AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by the other PARTIES hereto or by any person representing the other PARTIES, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.
16. Consent to Breach Not Waiver. No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
17. Authority. The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
18. Hold Harmless. Each CITY shall hold harmless, indemnify, and defend COUNTY, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of such CITY'S failure to fulfill any payment obligations of such CITY arising pursuant to this AGREEMENT. COUNTY shall hold harmless, indemnify, and defend each CITY, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which

arise out of the performance or nonperformance of COUNTY's covenants and obligations under this AGREEMENT and which result from the actively negligent or wrongful acts of COUNTY or its officers, employees, or agents. This provision requiring COUNTY to hold harmless, indemnify, and defend each CITY shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with the COUNTY. In the event of concurrent negligence of the COUNTY, its officers, or employees, and any CITY, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this AGREEMENT shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

19. Appropriations. During the term of this AGREEMENT, for each fiscal year, each CITY shall make every effort to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. The covenant contained in this Section 19 shall be deemed to be, and shall be construed to be, contingent upon the continuing offer by COUNTY to provide SERVICES and use of SHELTERS to each individual CITY. To the extent COUNTY offers the provision of SERVICES and use of any SHELTERS to any CITY, the continued responsibility of such CITY to make all payments required hereunder shall be a duty imposed by law and it shall be the duty of each and every public official of each CITY to take such actions and do such things as are required by law in performance of the official duty of such officials to enable the CITY to carry out and perform the covenants contained in this Section 19. All PARTIES acknowledge that the construction, maintenance and availability of SHELTERS for the provision of services to all PARTIES and the division of the costs of constructing and maintaining such SHELTERS among the PARTIES allows for costs efficiencies and significant savings to each PARTY and that each PARTY has entered into this AGREEMENT and its SERVICES AGREEMENT in reliance on such shared costs and resulting savings. Each PARTY, to provide assurance of such cost efficiencies to each remaining PARTY, hereby expresses its commitment to fulfill its stated obligations under this AGREEMENT regardless of the term of the AGREEMENT overlapping more than one fiscal year and acknowledges the financial burden that any breach of the terms of this AGREEMENT will have on all other PARTIES.
20. Assignability. Except as otherwise expressly provided for herein, no PARTY shall assign any of its obligations or rights hereunder without the consent of all other PARTIES.
21. Execution in Counterpart. This AGREEMENT may be executed in counterparts, each of

which, when the PARTIES hereto have signed this AGREEMENT, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

22. Notices. Any notices required to be given pursuant to this AGREEMENT shall be given in writing and shall be mailed to all PARTIES to the AGREEMENT, as follows [to be completed prior to execution]:

To CITY:

To COUNTY:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF ORANGE has authorized and directed the Chairman of the Board of Supervisors to execute this Agreement for and on behalf of the COUNTY, and [Participating cities subject to change] the CITIES of ANAHEIM, BREA, CYPRESS, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, LAGUNA HILLS, LAKE FOREST, ORANGE, PLACENTIA, RANCHO SANTA MARGARITA, SAN JUAN CAPISTRANO, STANTON, TUSTIN, VILLA PARK, and YORBA LINDA have caused this AGREEMENT to be subscribed by each of their duly authorized officers and attested by their Clerks.

DATE: _____

COUNTY OF ORANGE

Clerk of the Board

By: _____

[The final agreement will contain appropriate signature blocks for participating CITIES. Following are simply examples of possible participants.]

DATE: _____

CITY OF ANAHEIM

City Clerk

By: _____

DATE: _____

CITY OF BREA

City Clerk

By: _____

DATE: _____

CITY OF FOUNTAIN VALLEY

City Clerk

By: _____

DATE: _____

CITY OF FULLERTON

City Clerk

By: _____

DATE: _____

CITY OF GARDEN GROVE

City Clerk

By: _____

DATE: _____

CITY OF HUNTINGTON
BEACH

City Clerk

By: _____

DATE: _____

CITY OF LAGUNA HILLS

City Clerk

By: _____

DATE: _____

CITY OF LAKE FOREST

City Clerk

By: _____

DATE: _____

CITY OF ORANGE

City Clerk

By: _____

DATE: _____

CITY OF PLACENTIA

City Clerk

By: _____

DATE: _____

CITY OF RANCHO SANTA
MARGARITA

City Clerk

By: _____

DATE: _____

CITY OF SAN JUAN
CAPISTRANO

City Clerk

By: _____

DATE: _____

CITY OF STANTON

City Clerk

By: _____

DATE: _____

CITY OF TUSTIN

City Clerk

By: _____

DATE: _____

CITY OF VILLA PARK

City Clerk

By: _____

DATE: _____

CITY OF YORBA LINDA

City Clerk

By: _____

THIS AGREEMENT entered into this «START_DAY» day of «START_MONTH» «START_YEAR», which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and the CITY OF «COMPANY»«MUNI_CORP» (CITY). This Agreement shall be administered by County of Orange OC Community Resources (ADMINISTRATOR).

WHEREAS, CITY wishes to contract with COUNTY for the provision of the OC Animal Care Services described herein; and

WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT B

Animal Care Notice of Intent	1 Page
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REFERENCED CONTRACT PROVISIONS

Term: «START DATE» through «END DATE»

Notices to COUNTY and CITY:

COUNTY: County of Orange
OC Community Resources
Director's Office
1770 North Broadway
Santa Ana, CA 92706-2642

and

County of Orange
OC Community Resources
OC Animal Care Director
561 The City Drive South
Orange, CA 92868

CITY: «CONTACT»
 «JOB_TITLE»
 City of «COMPANY2»
 «ADDRESS1»
 «CITY STATE ZIP»

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I. ALTERATION OF TERMS

This Agreement, together with Exhibit A and B, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both COUNTY and CITY. This Agreement supersedes any and all previous agreements between the parties relating to the subject matter hereof.

II. INDEMNIFICATION AND INSURANCE

A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY shall provide evidence of such insurance.

E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY

shall provide evidence of such insurance.

III. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR or CITY;
2. When FAXed, transmission confirmed;
3. When sent by electronic mail; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose either party to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CITY.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

IV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

V. STATUS OF THE PARTIES

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Each party is entirely responsible for compensating staff and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the

course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

VI. TERM

A. The term of this Agreement shall commence as specified on Page 3 of this Agreement.

B. This Agreement shall be effective for the full ten (10) year term specified on Page 3 of this Agreement, provided no notice of termination has been given by COUNTY in accordance with the Termination paragraph of this Agreement.

VII. TERMINATION

A. COUNTY may terminate this Agreement immediately upon default by CITY of its obligations hereunder or under that Participation Agreement entered into, in the year 2016, between CITY, COUNTY, and all other cities then contracting for Animal Care Services with COUNTY, for the purpose of allocating the increased costs of Animal Care Services resulting from the construction of a new animal shelter.

B. Upon termination, both parties shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

C. Any obligation of COUNTY under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable budgets approved by the Board of Supervisors. In the event such funding is subsequently reduced or terminated, COUNTY may terminate this Agreement upon thirty (30) calendar days written notice given to CITY. Any obligation of CITY under this Agreement is contingent on COUNTY making available to CITY the continued use of Animal Care Services pursuant to the terms hereof. CITY acknowledges that other local cities have or will enter into similar agreements with the COUNTY to provide Animal Care Services for a period of ten (10) years, that the sharing of costs among the COUNTY and all contracting cities allows for costs efficiencies and operational savings to COUNTY and each contracting city, and that COUNTY and each contracting city have entered into their Services Agreements in reliance on such shared costs and resulting savings. CITY further acknowledges that the refusal of CITY to fulfill its obligations under this Agreement would increase the financial burden of services on COUNTY and all remaining contracting cities. CITY therefore agrees that it will fulfill its obligations hereunder and acknowledges that COUNTY and the other cities acquiring Animal Care Services from COUNTY are relying on CITY'S stated agreement, and the sharing of costs with CITY, in electing to acquire similar services.

VIII. THIRD PARTY BENEFICIARY

Except to the extent provided for in Section VII above with respect to other contracting cities,

neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

IX. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

CITY OF «COMPANY» «MUNI_CORP»

BY: _____ DATED: _____
«TITLE1»

ATTEST:

BY: _____ DATED: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____ DATED: _____
CITY ATTORNEY

COUNTY OF ORANGE

BY: _____ DATED: _____

TITLE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____
DEPUTY

DATED: _____

DRAFT

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

I. DEFINITIONS

- A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing Animal Care Services to CITY pursuant to this Agreement.
- B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY, the estimated cost of the services, and the effective date.
- C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as specified, by category, in Paragraph II.B. of Exhibit A to this Agreement.
- D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by COUNTY to CITY pursuant to this Agreement.
- E. "Fiscal Year" means a twelve (12)-month period from July through June.
- F. "Net Cost" means Actual Cost minus Fee Revenue.
- G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service category.

II. SERVICES TO BE PROVIDED BY COUNTY

A. ANIMAL CARE NOTICE OF INTENT

1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified below in subparagraph II.B. of Exhibit A to this Agreement, CITY would like COUNTY to provide during the next Fiscal Year. CITY and COUNTY may agree to individualized levels of Service Details within the Animal Care Services selected. Requests for individualized levels of Service Details will only be considered by COUNTY if the resulting service level will not conflict with state or federal statutes and will not endanger public health.

2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of Intent which shall include, but not be limited to, a list of Animal Care Services, and individualized Service Details, if any, COUNTY agrees to provide, estimated costs for said services, and the start date for those services. COUNTY shall provide the Animal Care Services specified in the Animal Care Notice of Intent signed by both ADMINISTRATOR or designee, and an authorized representative of CITY.

3. Upon mutual agreement of CITY and COUNTY, COUNTY may prepare a new or amended Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and II.A.2. of Exhibit A to this Agreement, and may modify the format of the Animal Care Notice of Intent attached to this Agreement as Exhibit B.

B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of Animal Care Services. Each category of service includes Service Details which may be added or changed by ADMINISTRATOR upon six (6) months prior notification to CITY. COUNTY shall provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the Agreement.

1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited to, emergency response service; patrolling; impounding of stray animals and of owner-released animals; animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and impound fee collection for impounded animals; quarantine activities including home checks of animals involved in bites; site inspections required to comply with vicious dog ordinances; emergency transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for disposal; responses to requests for assistance from law enforcement and CITY officials regarding suspected criminal activities or zoning violations related to animals; advice to residents regarding wildlife management or other animal concerns, not to include wildlife eradication or relocation services; injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data entry; and impound animal photography.

2. ANIMAL CARE SPECIAL SERVICES

a. Animal Care Special Services include, but are not limited to animal license issuance and renewal; fee collection and payment services; customer support regarding animal licensing; animal license billing; delinquent animal license follow-up; animal field canvassing to locate and license unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to complaints and in accordance with COUNTY established inspection schedules; and when applicable, issuance of animal permits for private homes.

b. The number of hours of canvassing provided to CITY by COUNTY will be prorated based on available canvassing hours and CITY percentage of costs of Animal Care Services received by CITY during the previous Fiscal Year. At sole discretion of COUNTY, COUNTY may provide canvassing services to cities that did not receive canvassing services in the previous Fiscal Year. COUNTY may change its methodology for allocating canvassing hours upon six (6) months prior notification to cities.

3. ANIMAL CARE SHELTER SERVICES

a. Animal Care Shelter Services include, but are not limited to, retention of impounded

animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner identification; contact of owners when animals are wearing identification; sale or release of impounded animals to residents; animal evaluation for adoption; reasonable effort toward animal placement; public education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement.

b. CITY may request additional retention days for healthy, non-aggressive impounded animals. Additional retention days will be offered to CITY upon written approval by COUNTY's OC Community Resources Director, or designee, on a space available basis only.

c. COUNTY agrees to maintain its Shelter in a humane manner, consistent with applicable laws, keep said premises in a clean condition at all times, and use humane methods of care consistent with applicable laws.

d. No animals may be donated, sold or otherwise released for the purposes of experimentation, research or vivisection.

4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not limited to, animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up.

6. CITY LICENSE SERVICES

a. City License Services include, but are not limited to, issuance of CITY animal licenses at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY. COUNTY shall provide quarterly licensing reports to CITY.

b. CITY shall make its best effort to provide updated animal licensing information to COUNTY.

7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited to, data entry of impound information for each live or deceased animal from CITY, impound animal photography for each live animal, owner notification of impounded animal, and posting of animal photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged by COUNTY.

C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services. COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior notification given to CITY.

D. Animals which are being retained for criminal prosecutions, except for violations of animal

control regulations and/or ordinances pursuant to this Agreement, are not to be construed as held pursuant to the services provided under this Agreement; housing will be provided at the discretion of COUNTY and at COUNTY's usual and customary charges for such housing.

E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

III. PAYMENTS

A. BASIS FOR PAYMENT

1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs may include services/supplies procured but not yet delivered within the Fiscal Year.

2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be provided to CITY annually in accordance with the Reports paragraph of this Agreement. CITY shall take all action necessary to ensure that Animal Care Services fees effective with respect to CITY are consistent with the most recent animal care services fees approved by the County of Orange Board of Supervisors (the "COUNTY FEES") which fee amounts will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services. If CITY wishes to charge fees which are different from the COUNTY FEES, CITY shall notify COUNTY of the applicable fee amounts to be charged for Animal Care Services within CITY's jurisdiction (the "CITY FEES") and the applicable CITY FEES will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services.

3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation from CITY to enable efficient enforcement of fee collection.

B. PAYMENT SCHEDULE

1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care Services provided in accordance with the following payment schedule. Billings are due from COUNTY to CITY within thirty (30) calendar days following the three-month Period specified below.

<u>Period</u>	<u>Billing Due</u>	<u>Payment Due</u>
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

2. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.B. of Exhibit A to this Agreement, COUNTY may cease providing any further service under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

3. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.

IV. CITY MANAGERS ASSOCIATION ANIMAL CARE COMMITTEE

A subcommittee of the Orange County City Managers Association representing all cities participating in OCAC services exists to facilitate communication between OCAC and the city managers and staff of participating cities regarding financial and operational matters of OCAC, including, but not limited to: the assessment of cost options for animal care services provided under the Services Agreements; supplemental services or financial requests which result in a change to a participating city's Actual Cost; consideration of new or adjusted fees; and other Service Details which may arise during the course of the Agreement. COUNTY shall provide regular updates on operations to the City Managers Association Animal Care Committee and to a participating city upon request.

V. LAWS AND REGULATIONS

A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services provided by COUNTY to CITY may be changed to comply with said laws, regulations, and requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact Animal Care Services provided through this Agreement.

B. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY ordinances which apply to said service, including but not limited to, those related to fees. ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend provision of one or all Animal Care Services to CITY or may terminate this Agreement. It is solely the responsibility of CITY to immediately notify COUNTY of any discrepancy between relevant ordinances maintained by CITY and those maintained by COUNTY.

D. If CITY wishes to maintain any relevant ordinance that is not consistent, on any point, with COUNTY ordinances, CITY shall immediately notify COUNTY of the discrepant ordinance. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of COUNTY animal care ordinances and may agree to enforce, and issue citations for violations pursuant to, the discrepant CITY ordinance. CITY acknowledges that individualized enforcement of unique CITY ordinances may result in increased costs to CITY.

E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

F. CITY may request that specific ordinances adopted by CITY not be enforced in CITY by COUNTY. Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify CITY, in writing, of COUNTY's decision regarding the requested exclusion.

G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY in defining the manner in which enforcement of a new or amended animal care ordinance would be provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care Notice of Intent to CITY which will include reference to the CITY ordinance.

H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the Payments Paragraph of this Agreement.

VI. REPORTS

A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care Services revenue and expenses for each period specified below. Said reports will be due to CITY within thirty (30) calendar days of the month following the reporting period, in accordance with the schedule below:

<u>Period</u>	<u>Reports Due</u>
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY by July 30:

1. A payment methodology report for Animal Care Services to be provided by COUNTY during the next Fiscal Year and
2. A Fiscal Year intake and outcome report.

C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B. above upon six (6) months written notification to CITY.

D. No less than once every three (3) years, COUNTY shall engage an external auditor to review CITY billings.

VII. RECORDS

A. All records created or received by COUNTY in accordance with the performance of COUNTY services pursuant to this Agreement are confidential. COUNTY agrees to keep said records in such form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for examination by CITY at all reasonable times.

B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed animal upon demand without additional expense or cost to CITY. Any such information requested which is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a "Confidentiality Agreement" on a form approved or provided by COUNTY. The parties agree and understand that this procedure is required by the Public Records Act and necessitated to permit CITY to obtain the information required for its use, and to allow COUNTY to disclose said information. Upon receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of such records, and permitted by state law to disclose them voluntarily.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: «NOI_START» through «NOI_END». COUNTY agrees to provide to the City of «COMPANY2» the following Animal Care Services beginning «NOI_EFFECTIVE»:

«SERVICE1»
«SERVICE2»
«SERVICE3»
«SERVICE4»
«SERVICE5»

The total estimated cost for Animal Care Services specified above is «TOTAL_COST_».

- ☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

City of «COMPANY2» Representative and Title

Date

OC Animal Care Director

Date

ANIMAL SHELTER SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Orange County Humane Society**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. _____ (April 26, 2016).
2. CITY desires to utilize the services of CONTRACTOR to **furnish all materials, equipment, and labor to provide animal shelter services, as more fully described herein.**

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of five (5) years beginning on January 1, 2017, with an option to extend said agreement an additional five (5) years, for a total performance period of ten (10) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Scope of Services which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Services attached as Attachment A, and incorporated herein by reference. The Scope of Services and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Compensation under this agreement shall be payable in accordance with Scope of Services in Attachment A. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900, an additional cost of \$20.00 per animal will be charged. At the direction of City, the Contractor shall hold animals longer than the

minimum 5 day retention for police purposes, quarantine purposes, vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day. Additionally, the City will make a contribution toward the expansion of Contractor facilities to include a new drop-off/remote office. To this end, the City agrees to pay up to 25% of the cost of the related tenant improvements, up to \$25,000 in year one.

- 3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving one hundred eighty (180) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

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

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

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

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

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

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

- 4

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

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

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

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(Agreement Signature Block On Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Orange County Humane Society

By: _____

Name: Samir S. Botras

Title: Officer

Date:

Tax ID No.

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

Attachment A
Scope of Services

Purpose

Contractor shall provide shelter facilities for all animals that are impounded or quarantined by Garden Grove Animal Care Officers for animals subject to the City's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

Scope of Services

The following is a list of requirements for the Agreement in providing the City of Garden Grove shelter service needs:

1. Acceptance of Animals. The Contractor shall accept animals on behalf of the City of Garden Grove that are brought in by Garden Grove Animal Care Officers. This includes live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.
2. Drop-Off Procedures. The Contractor shall provide a procedure whereby animals may be delivered to the shelter. The procedure shall provide Animal Care Officers with flexibility in drop off times for animals. Numerous drop-offs per day shall be permitted.
3. Facility Requirements. The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for quarantined animals and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition. The kennel shall comply with the standards set forth in the Humane Society's Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Garden Grove Animal Care staff reserve the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.
4. Special Handling. The Contractor must ensure the animals with Police Holds, quarantines or pets held in protective custody would be in an isolated area not permitting the public to have access or visits. If an animal is in protective custody, Garden Grove Animal Care would have permission to extend a pet's stay if necessary until a case is resolved, e.g., pending cruelty, court case, etc.

These animals would not be removed from the isolated area without approval from Garden Grove Animal Care Officers.

5. Other Animals. The Contractor must ensure that the shelter would accept all animals including exotics, birds and livestock.
6. Adoption. The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. The Contractor shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Garden Grove Animal Care Officers reserve right to deem vicious animals unsuitable for adoption (i.e. animal with history of vicious behavior).
7. Disposal of Unclaimed Animals. The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 5 days, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them without the consent and approval from Garden Grove Animal Care. The Contractor shall be responsible for maintaining animals beyond the minimum 5 days as may be required for the completion of any judicial process or to the extent required by law. Contractor must make all reasonable attempts to reunite animal with owner before euthanasia or adoption, to include accessing current licensing records, using contact information on owner provided tags worn by the animal and scanning all animals to detect implanted computer chips.
8. Euthanasia. Arrange and/or provide for the humane euthanization and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations, which shall not subject such animals to any unnecessary pain.
9. Collection of Fees. The Contractor shall be responsible for collecting all fees (Examples: license fees, spay/neuter fines, subsequent impound fees, etc.) due to the City, issuing receipts for payment and remitting monies due to the City directly to Animal Care staff prior to releasing the animals. The collected fees shall be remitted to the City within 10 working days following the end of the prior month.
10. Care. The best possible care and treatment shall be given to all animals held in custody in accordance with applicable laws. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The Contractor should have veterinary services available during normal business hours.

Owners would remain responsible for all routine/emergency veterinary care costs.

11. Records. The Contractor shall keep comprehensive records and submit regular monthly reports to Garden Grove Animal Care. The Contractor shall be required to develop its own record-keeping procedure and maintain records of all animals it handles in the performance of the contract. The reports shall at the minimum include the number of impounds, disposition of animals, and fees collected that are payable to the City.

The following is a more comprehensive list of the desired information in monthly report.

- Description of the animal, including its breed, color, size, sex, disposition
 - Who brought in the animal, date animal was brought in, where and how the animal was obtained
 - The animal's owner
 - Duration of stay
 - When the animal was redeemed, who redeemed the animal
 - When the animal was adopted, who adopted the animal and when
 - Name and address of new owner
 - When the animal was euthanized
 - Disposition of all complaints regarding animals
 - All dangerous or potentially dangerous animals and dog-bite incidents
 - All criminal citations issued and their final disposition
 - Fees collected
 - Records of licenses sold with names and addresses
12. Supply Controlled Substance. The Contractor needs to be licensed to dispense and supply the Animal Care Officers employed by the City of Garden Grove with the controlled substances necessary for performance of field captures and euthanasia.

The following is a current list of controlled substances and the estimated amounts needed:

Telozol (class III drug, 100mg/ml concentrate, used primarily in dog capture)
Current usage 2 bottles per Animal Care Officer per month.

Ketamine (class III drug, 100 mg/ml for cats and subhuman primates, also used in dog capture) Current usage 2 bottles per Animal Care Officer per year.

Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)

1-250ml bottle per Animal Care Officer per year.

13. Compensation. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900 an additional cost of \$20.00 per animal will be charged. At the direction of the City, the Contractor shall hold animals longer than the above-stated retention period for police purposes, quarantine purposes, vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day.

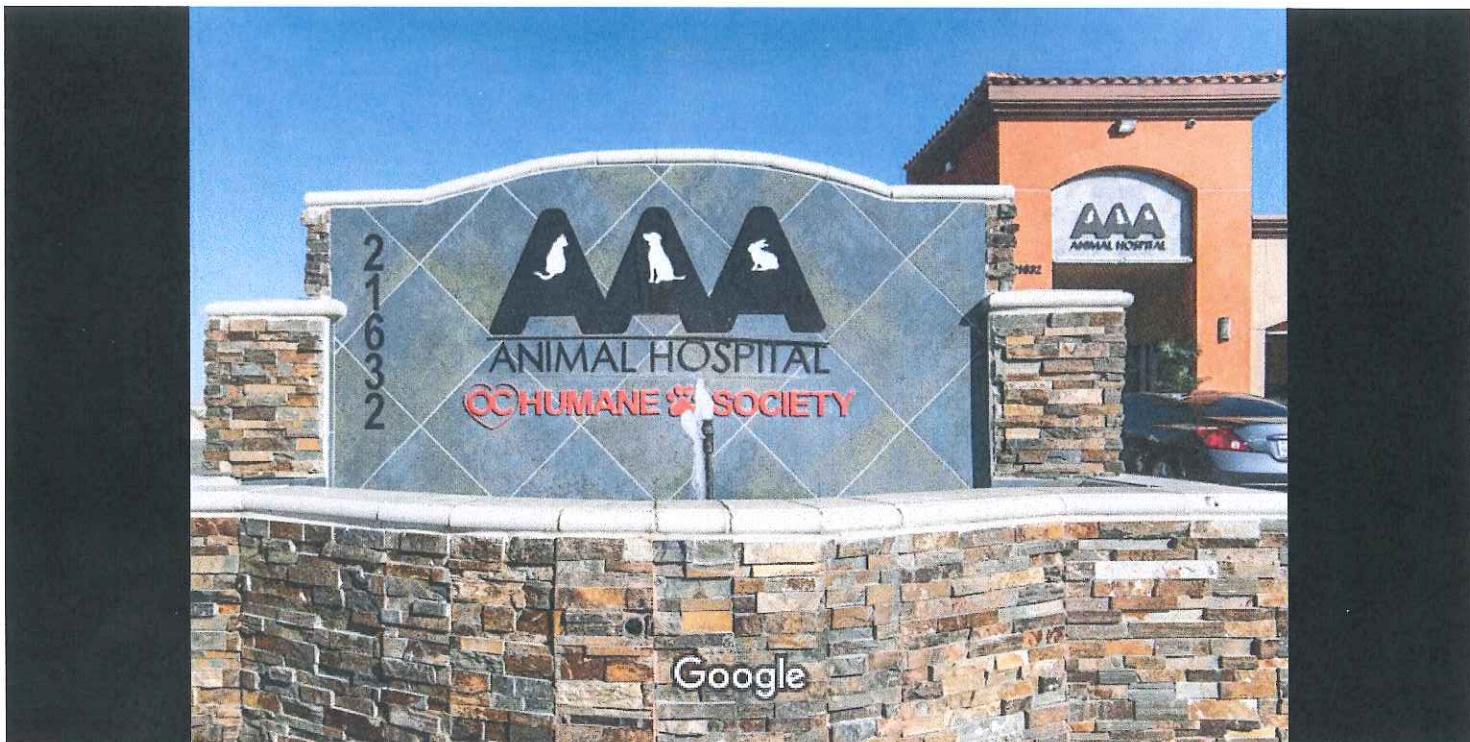


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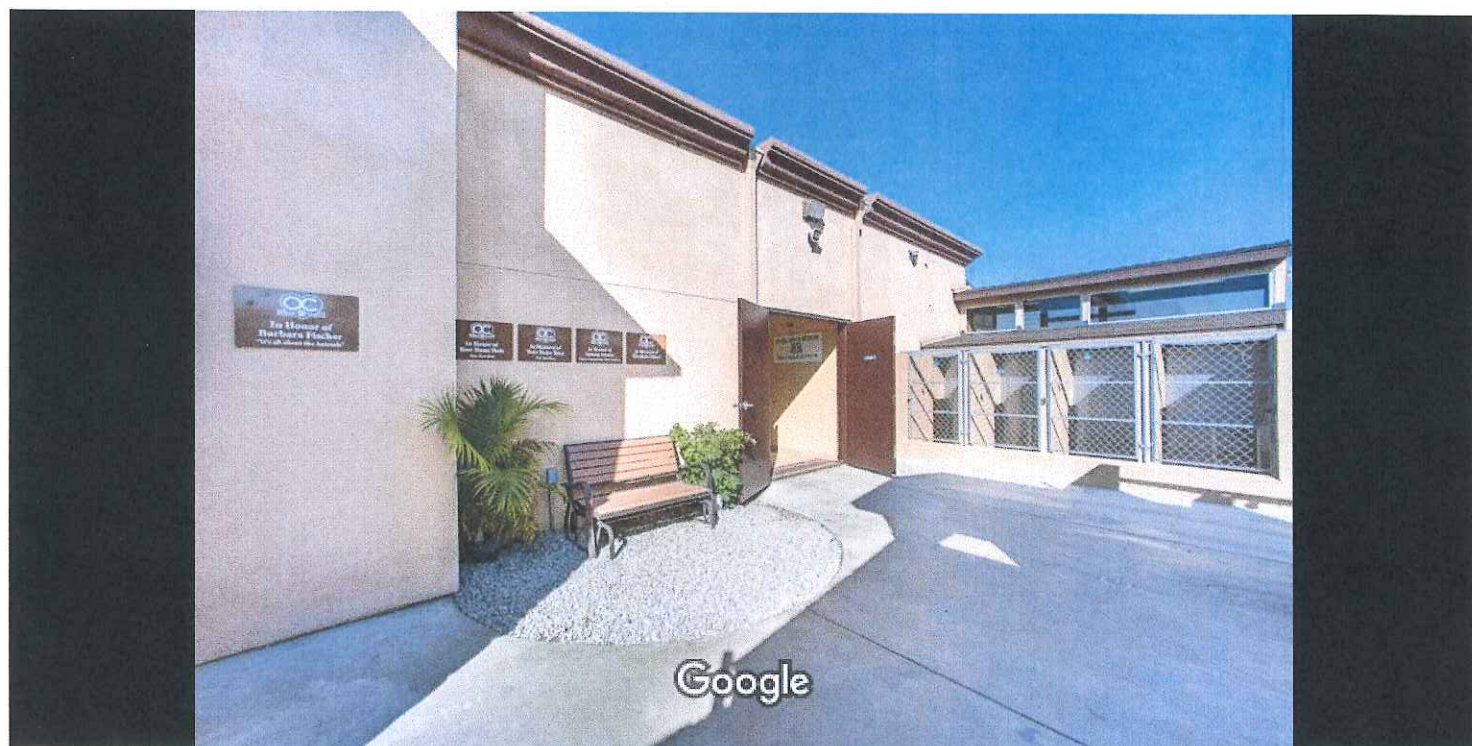


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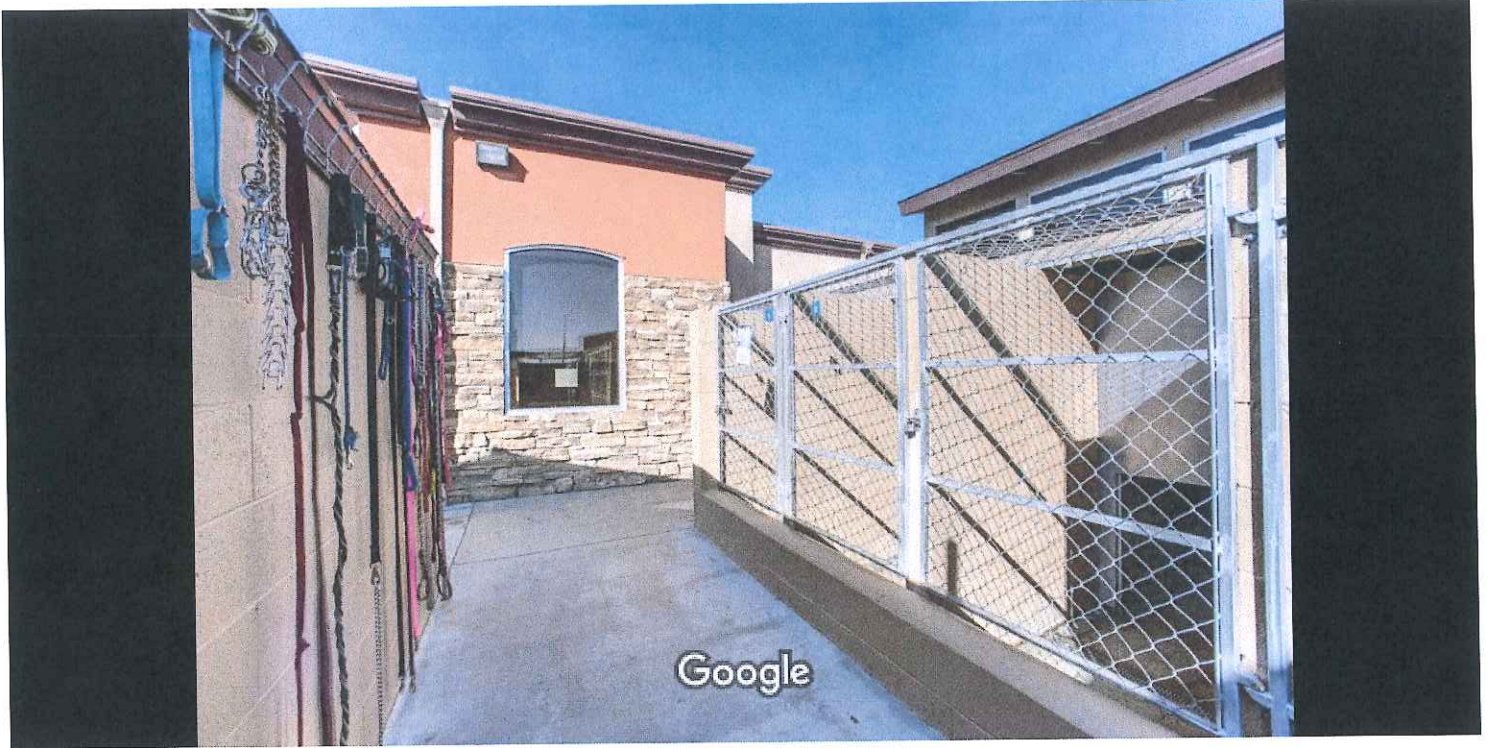


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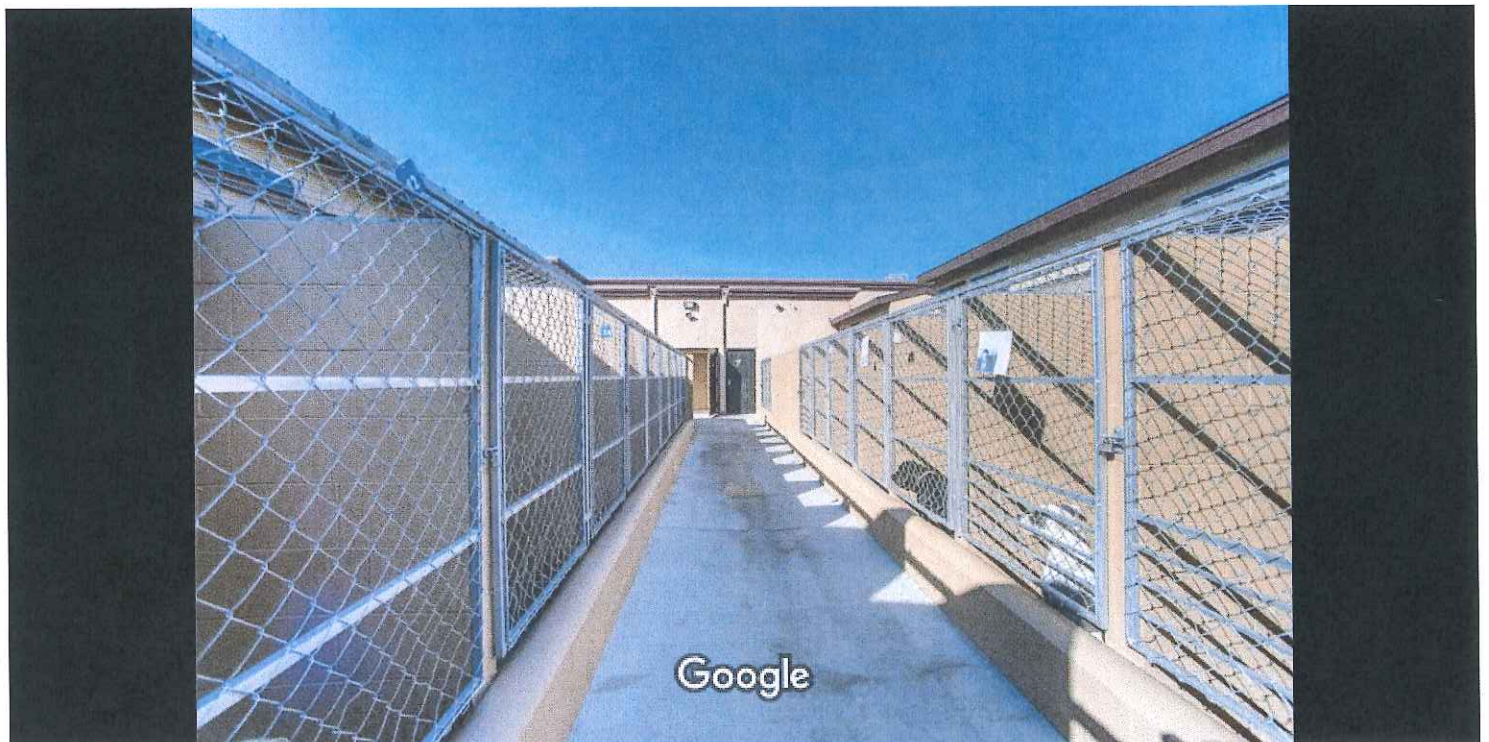


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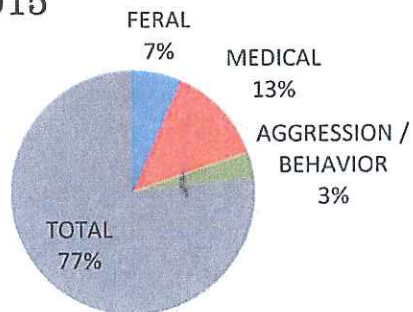


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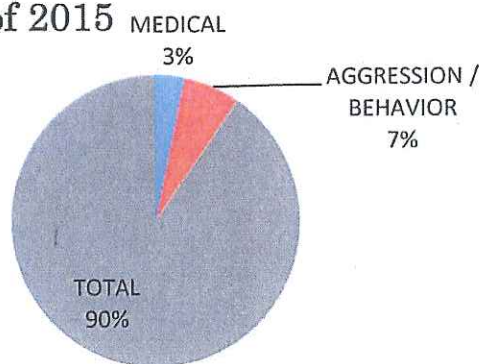
	FERAL	MEDICAL	AGGRESSION / BEHAVIOR	TOTAL	TOTAL EUTH
CATS	53	106	27	619	186

Cat Euth % of 2015



	MEDICAL	AGGRESSION / BEHAVIOR	TOTAL	TOTAL EUTH
DOG	28	55	773	83

Dogs Euth % of 2015



	FERAL	Rabbit	Reptile	TOTAL	TOTAL EUTH
Other	1	0	0	38	1

Other Euth % of 2015



Item	Start Up/One Time Expense	On Going Yearly Expense
1 FT Animal Officer Salary		\$ 101,300
2 FT Sr. Animal Officer Salary		\$ 121,200
3 1,000 HR PT Office Assistant		\$ 26,460
4 PW Supervisor		\$ 137,400
5 Training		\$ 12,000
6 Overtime (200 hours)		\$ 12,000
7 Stand By Pay (One Officer, 20 Hours per week)		\$ 41,400
8 Uniforms/Equipment	\$ 35,000	\$ 6,000
9 2 Specialized Vehicles	\$ 90,000	\$ 24,000
10 1 F250 4Dr Truck with Animal Care Slide In	\$ 45,000	\$ 12,000
11 Computers in Vehicles	\$ 8,000	\$ 1,000
12 Dispatch/Tracking/License Computer Program*	\$ 9,800	\$ 9,600
13 Dog License Program Administration		\$ 30,000
14 Expand and Outfit ROW Office*	\$ 50,000	
15 Build Temporary Holding Pens at PW*	\$ 180,000	\$ 3,000
16 As Needed Supplies	\$ 6,000	\$ 6,000
17 Veterinary Consultant		\$ 25,000
Non-Shelter Service Total	\$ 423,800	\$ 568,360
18 OC Humane Society	\$ 25,000	\$ 310,000
Shelter and Non-Shelter Service Total	\$ 448,800	\$ 878,360
Projected Revenue Offset from Dog License Program		\$ (400,000)
Total Cost with Offset	\$ 448,800	\$ 478,360

Total Cost for Start up and On-going Animal Control \$ 1,327,160

Cost for Ongoing Animal Control \$ 878,360

Actual costs for items listed with an asterisk (*) might be lower than the amount reflected.

COST ESTIMATE FOR ANIMAL CARE SERVICES
Detailed Explanation of Costs (2 Officers)

Item	One Time	Yearly	Justification
FT Animal Officer		\$101,300	The rate, including fringe, is based on a top step salary of a Senior Community Service Officer, which has a pay rate similar to the average salary of comparable Animal Control positions in surrounding cities.
FT Sr. Animal Officer		\$121,200	The rate, including fringe, is based on a top step salary of a Buyer, which has a pay rate similar to the average salary of comparable Animal Control positions in surrounding cities.
1000 HR PT Office Assistant		\$26,460	This position would support animal control operations with paperwork tracking, phone calls and in-person customer service. Non-benefited position.
FT PW Supervisor – Right of Way, Graffiti, Street Sweeping, Parking Citations, Hazmat Disposal, Street Sign Maintenance and Installation, Street Striping, Animal Care		\$137,400	This position would oversee all staff listed above and the Animal Care Program, plus existing programs and staff, which include graffiti abatement, street sweeping, and parking citations.
Training		\$12,000	The intent is to hire people who are properly trained, however, additional and on-going training would be needed. Most trainings would require travel and overnight stays.
Overtime (200 hours)		\$12,000	Based On Sr. Animal Officer Rate
Stand By Pay (20 Hours per week)		\$41,400	Based On Sr. Animal Officer Rate and Standby clause in League MOU.
Uniforms/Equipment	\$35,000	\$6,000	This would provide uniforms, county wide 800 MHz radios (\$24,900 for 3 sets of portable and vehicle), cell phones, and position specific safety equipment, as well as equipment needed for animal control operations.
Two (2) Specialized Vehicles	\$90,000	\$24,000	This would be a new fleet addition. Each vehicle costs approximately \$45,000, with \$1,000 per month in vehicle rent. Six to nine month lead time needed for vehicle outfitting.
One (1) F150 4Dr Vehicle	\$45,000	\$12,000	This would be a new fleet addition to support animal control and section operations. Purchase price also includes a removable animal control box.

COST ESTIMATE FOR ANIMAL CARE SERVICES

Detailed Explanation of Costs (2 Officers)

Computers in Vehicles	\$8,000	\$1,000	Two computers, \$4,000 each. This would allow for access to animal care dispatch and tracking software while in the field. Ongoing cost is for internet access.
Dispatch/Tracking/License Computer Program	\$9,800	\$9,600	This would be a computer program that incorporates call dispatching, barking/vicious dog tracking, and dog licensing. Yearly fee is based on an estimated 10 computers that would use the program (\$960 each computer). Staff is working with the Police Department to evaluate current software systems in place to see if they can be used for the Animal Care program.
Dog License Program Admin		\$30,000	This would cover the mailing of registration notices, purchase of dog tags, and credit card processing fees.
Expand and Outfit Right of Way Office	\$50,000		Currently, there is no available office space at the Yard to accommodate animal control operations. This amount is to expand an existing office, and purchase of office equipment and desktop computers.
Build Temporary Holding Area at PW	\$180,000	\$3,000	The area would be set up according to state laws. It would provide a shelter to keep the animals out of the sun and rain, and would either be open air with a cover or an enclosed building with air conditioning. Animals would have access to food and water. The area is not intended to keep animals over night, but would be built to hold animals during the daytime when officers might be too busy to drive to the third party shelter. It would include sewer and water connections, concrete work, kennel enclosures and other items related to animal sheltering. Most construction would be completed by an outside contractor. While staff has been evaluating the needs and the potential location of the facility, no area at the Public Works yard has been identified yet. Engineered plans and possibly architectural drawings would be needed for construction. Yearly allocation is for ongoing maintenance needs.

COST ESTIMATE FOR ANIMAL CARE SERVICES

Detailed Explanation of Costs (2 Officers)

As Needed Supplies	\$6,000	\$6,000	This would allow for the purchase of food, bowls, disinfectant, cleaning supplies and other items needed to temporarily care for animals.
Veterinary Consultant		\$25,000	To ensure program compliance, guidance from an independent outside veterinarian is sought.
OC Humane Society		\$310,000	



CITY OF GARDEN GROVE

(714) 741-5100

March 28, 2016

Orange County Board of Supervisors
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

Dear Supervisors:

At the Garden Grove City Council meeting on March 22, our staff provided an update to the City Council regarding the City's existing contract with the County of Orange for animal care services and the County's current efforts to move forward with a design-build contract to construct a new animal shelter at the former Tustin Marine Base. Accordingly, the City Council was advised that the County is requiring its partnering cities to commit to both a capital contribution and a 10-year service agreement by April 30, 2016. Following that discussion, the City Council directed the City Manager to forward the following concerns and questions to the Board of Supervisors.

As the City of Garden Grove is considering the future of animal care services, the City Council is concerned about rising program costs, the potential \$35 million cost of building a new animal shelter and the need for enhanced communication with the public. Since FY 2011-12, Garden Grove's costs have increased 79% from \$729,000 to a projected \$1,307,631 for FY 2015-16. Additionally, the City is being asked to pay 13.8% of the new animal shelter cost, adding an annual shelter payment of \$430,828 to current service costs. For FY 2016-17, Garden Grove's estimated program cost, including the new shelter payment is \$1,738,459. This is a 138% cost increase over a six-year period. Moreover, if any cities opt out of the program, we understand that costs will be reallocated based on a new percentage, potentially increasing costs further.

Although the County has provided a justification for the increase in service costs, the City's revenues have not increased accordingly and the City is struggling with a structural deficit. Therefore, the City of Garden Grove would like to understand the strategies to control the costs of animal care and procedures that would assist the City with managing future costs. For example, can the County provide adequate animal care with a less expensive shelter and can the City be assured it will be allowed to participate in the new shelter design? Also, the City of Garden Grove would benefit from data and supporting cost calculations for the uncollectable fee revenue planned to be written-off by the County and billed to the City of Garden Grove. In order for the City to manage its limited resources, the County would need to provide accurate

calculations for the uncollectable fee revenue along with supporting justification indicating Garden Grove is responsible for the debt.

The City Council also expressed concern that Orange County Animal Care could provide better communication with the residents of Garden Grove. With a community as diverse as Garden Grove, it is essential that communication and public outreach by Orange County Animal Care be conducted in English, Vietnamese, and Spanish. A more effective communication program could assist Orange County Animal Care in increasing revenues through licensing compliance and decreasing the need for field and shelter services.

Although the City of Garden Grove has generally been pleased with the services provided by the County, the steep increase in costs over a short period of time is of great concern. As the City continues to deliberate this issue, any information that offers long-term cost containment assurances will be helpful to the City Council and the staff.

Should you have any questions, please contact me at (714) 741-5100 or sstiles@ci.garden-grove.ca.us. Maria Stipe, our Deputy City Manager, is leading our efforts on this project. The Orange County Animal Care staff can contact her directly at (714) 741-5106 with information that would be helpful to us.

Sincerely,



Scott C. Stiles
City Manager

Cc: Garden Grove City Council Members
Frank Kim, County Executive Officer
Steve Franks, Director, Orange County Community Resources

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS, DVM
DIRECTOR
OC ANIMAL CARE

RENEE RAMIREZ
INTERIM DIRECTOR
OC COMMUNITY SERVICES

JULIA BIDWELL
INTERIM DIRECTOR
HOUSING COMMUNITY
DEVELOPMENT & HOMELESS
PREVENTION

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

 **OC Animal Care**

561 THE CITY DRIVE SOUTH



ORANGE, CA 92868
PHONE: 714.935.6848
FAX: 714.935.6373



April 15, 2016

Mr. Scott C. Stiles, City Manager
11222 Acacia Parkway
Garden Grove, CA 92842

Dear Mr. Stiles:

In response to the letter to the Orange County Board of Supervisors dated March 28, 2016, Garden Grove's (City) concerns about rising costs of animal care services, as well as the cost implications to the City over the proposed new animal care center, OC Community Resources prepared the following information. The response does not address all aspects of OC Animal Care costs. The County has continually provided financial details in the past and is more than willing to work with City staff to answer any questions.

The concerns identified in the March 28 letter are addressed, as follows:

1. *Can the County provide adequate animal care with a less expensive shelter?*

Yes, the County currently provides adequate animal care in the current aging shelter. However, the need to replace the aging shelter is an irrefutable fact. Orange County will replace the outdated shelter to meet current shelter operational standards. The proposed replacement shelter is designed to be functional, not extravagant. The minimum requirements will include clinic facilities, operating rooms, housing for animals, customer service desks, offices and parking for service vehicles.

The County is extremely cost conscious and mindful of limited public resources. We ensured the shelter cost will not exceed \$35 million in the design/build process. Cities will have opportunity to participate in the process through the Design Advisory Board.

2. *Can the City be assured it will be allowed to participate in the new shelter design?*

The participation agreement states that the three City representatives on the Design Advisory Board will be selected by the members of the City Managers Association Animal Care Committee.

At least two of the representatives shall come from cities whose usage is more than 8% of the total shelter services. The County cannot assure Garden Grove of membership on the Design Advisory Board as the selection will be made by the city managers.

The County is committed to seeking input from all stakeholders and Garden Grove will have an opportunity to provide input to the County regardless of the Design Advisory Board composition. There will also be public presentations on the shelter design.

3. *Also, the City of Garden Grove would benefit from data and supporting cost calculations for the uncollectible fee revenue planned to be written off by the County and billed to the City of Garden Grove.*

In context, the County collects approximately 95% of the animal care fee and licensing bills sent to residents. The uncollectable fee revenue represents the 5% that is billed and not collected.

Prior to Jan. 1, 2016, all OC Animal Care (OCAC) user fees were invoiced to the responsible party, recorded on the County's financial records as revenue, and credited to the contract cities (and the County) through the quarterly billing process, regardless of collection status.

Prior to 2016, Garden Grove received credit for the fees billed to Garden Grove residents even if residents failed to pay. The quarterly billings to Garden Grove were subsequently reduced based on the fees billed, not only based on fees received. In other words, the billings to the cities were lower than actual revenues supported.

Then, Garden Grove received credit for the revenue when the bill was sent.

Beginning Jan. 1, 2016, the County's method of recording fee revenue changed to cash basis, meaning that user fees will only be recorded as revenue and credited to the contract cities (and the County) when collected.

Now, Garden Grove receives credit when a Garden Grove resident pays their fee.

The uncollectable fee revenue will address the past revenue credited to Garden Grove that was never paid by the residents from FY 2009-10 through FY 2015-16. It is the County's policy to write-off uncollected fee revenue in excess of four years from the date of invoice.

If any contract cities terminate the agreement with OCAC, those cities are responsible for only for the City's share of the uncollected fee revenue as of the date services end, due to the fact that these funds have been previously credited to the City, and ultimately reduced the cost to the City.

City is not being asked to pay for the County's portion of uncollected revenue nor is the City being asked to pay for another city's uncollected revenue.

The amount of uncollected fee revenue that has been previously credited to Garden Grove through the quarterly billing process totals \$505,951.72 as of Jan. 31, 2016.

Please note, this amount has not been designated as being fully uncollectible. Since a significant amount of this revenue was invoiced fairly recently (during the first and second quarters of the current fiscal year), the County is still engaged in collection efforts. The County expects the uncollected revenue to decrease in the next few months due to our continued collection efforts. Collection on all fee revenues are undertaken by the Orange County Treasurer Tax Collector (TTC).

As requested included for reference is a breakdown of all outstanding and uncollected animal care fee amounts, organized by contract city, and the fiscal year these amounts were credited. The total amount of fee revenue credited to Garden Grove between FY 2010-11 through 2015-16, totals \$505,951.72. It is important to note that this total covers multiple fiscal years.

The enclosed spreadsheet identifies the amount of uncollected fee revenue previously credited to Garden Grove for each fiscal year, from FY 2009-10 through FY 2015-16 (page 1 and 2), based on the same percentages used during the related quarterly city billing periods (page 3).

4. *With a community as diverse as Garden Grove, it is essential that communication and public outreach by Orange County Animal Care be conducted in English, Vietnamese, and Spanish.*

The County strongly supports active community communication and outreach. Going forward OCAC will ensure that printed information is available in English, Vietnamese and Spanish. OCAC will also take steps to provide an open means of verbal communication for all three of these languages. If the City has additional outreach and engagement ideas, OCAC is open to discussions.

Additional City Concerns:

The County is mindful of budgetary constraints of participating contract cities and the cost of building of a new animal shelter. Similarly, some contract cities have indicated a desire to limit program costs while others desire a higher level of service. The 10 year service agreements allow the County to balance the needs of the different contract cities by allowing some customized levels of service and by allowing for a more affordable payment schedule over 10 years.

On May 5, 2016 OCAC has scheduled a budget workshop for the contract cities to provide input into the FY 2016-17 budget. It is our hope that this will make for a more open

budgeting process which allows for the cities to actively participate in the planning process.

- Cost Containment

Garden Grove has expressed interest in containing cost increases. The following options are available to Garden Grove to control animal care costs:

- The City may adopt a different fee structure from the County fees to offset the cost of services provided to Garden Grove.
- The City may seek non-profits to take impounded animals from Garden Grove as soon as the legal holding period at the shelter expires. This would reduce the lengths of stay for Garden Grove's animals thereby reducing shelter charges to Garden Grove.
- The City may request additional canvassing services to increase license compliance rates which will increase revenue credited to Garden Grove thereby decreasing the City payments to the County.

- Service Elements

County is aware that Garden Grove is considering assuming animal control field activities and contracting for shelter services separately in order to achieve long-term cost containment.

The following summary is provided to allow Garden Grove to compare the proposed service model with current services. Currently OCAC provides a full scope animal care and control program for Garden Grove that includes:

- 24/7 Animal Control Field Services. Officers are trained to handle wildlife, large animals and common pets. They issue citations for infractions.
- Vicious Dog: OCAC Officers are trained at collecting and presenting evidence in vicious dog investigations. Administrative hearings are moderated by attorneys retained by the Clerk of the Board and trained by County Counsel. Field services monitor designated dogs to ensure proper compliance with vicious dog maintenance restrictions, which are critical to public safety.
- Animal Cruelty: OCAC Officers are trained at conducting animal cruelty investigations, and preparing cases for prosecution by the District Attorney. Veterinary staff members conduct exams and write reports for cruelty investigations. OCAC also contracts for necropsies if needed. OCAC staff appear in court as witnesses.
- OCAC has a dedicated barking dog complaint employee, rabies control specialist, community outreach staff, dispatchers, canvassers and customer service staff that also serve Garden Grove.
- The County also handles lawsuits resulting from decisions made by OCAC employees. The city will need to assume that responsibility for cases arising from Garden Grove employees involved in handling and caring for animals.
- OCAC Chameleon data system is able to produce detailed reports on field and shelter services.
- OCAC animal business licensing unit issues permits and inspects animal related businesses such as groomers, kennels, pet shops, circuses, etc.

- OCAC's onsite clinic is staffed with veterinarians, registered veterinary technicians, and veterinary assistants to provide care for injured or sick animals.
- Kennel staff clean and care for animals being housed at the shelter.

Statistics from 2015 are currently being reviewed, but early numbers indicate at least a 93% system wide live release rate for dogs. This is the first time OCAC has witnessed the live release rate for dogs to be above 90%.

OCAC will continue to use a multi-model approach to improving outcomes of shelter animals by providing education, spay/neuter, diversion and other programs to the communities we serve, while also being respectful of cost considerations.

We are more than willing to meet you or to attend Council meeting to address any concerns regarding the OC Animal Care program. If you have questions on any items discussed in this letter, please contact me at 714-480-2788. You may also contact Dr. Jennifer Hawkins, Director, OC Animal Care at 714-796-6417, or Alan Young, Budget Analyst at 714-796-6411.

Respectfully yours,



Steve Franks, Director
OC Community Resources

SAF:ay

Cc: Orange County Board of Supervisors
Frank Kim, County Executive Officer
Mark Denny, Chief Operating Officer
Maria Stipe, Deputy City Manager, Garden Grove

Uncollected Animal Care Invoices
(as of 01/31/16)

	FY09/10		FY10/11		FY11/12		FY12/13	
	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter
Anaheim	\$ 152.69	\$ -	\$ 82,339.89	\$ 12,657.47	\$ 172,903.84	\$ 21,495.29	\$ 275,582.40	\$ 43,023.40
Brea	\$ 23.80	\$ -	\$ 12,424.34	\$ 935.04	\$ 24,673.74	\$ 1,648.61	\$ 41,337.36	\$ 3,562.31
Cypress	\$ 23.39	\$ -	\$ 13,616.34	\$ 1,465.74	\$ 26,080.99	\$ 1,976.21	\$ 41,640.20	\$ 5,025.41
Fountain Valley	\$ 29.34	\$ -	\$ 16,092.04	\$ 1,706.77	\$ 31,709.98	\$ 2,430.64	\$ 52,542.36	\$ 5,173.83
Fullerton	\$ 64.07	\$ -	\$ 34,889.01	\$ 4,025.90	\$ 68,673.69	\$ 6,626.13	\$ 115,078.37	\$ 15,712.34
Garden Grove	\$ 75.96	\$ -	\$ 40,390.56	\$ 8,234.19	\$ 90,439.12	\$ 13,833.49	\$ 139,153.97	\$ 22,624.93
Huntington Beach	\$ 95.30	\$ -	\$ 52,081.35	\$ 4,273.44	\$ 112,110.74	\$ 7,397.59	\$ 183,368.29	\$ 15,479.10
Laguna Hills	\$ 16.24	\$ -	\$ 11,782.49	\$ 664.47	\$ 21,765.43	\$ 1,352.70	\$ 32,403.65	\$ 2,247.65
Lake Forest	\$ 38.90	\$ -	\$ 21,776.97	\$ 1,387.57	\$ 41,842.17	\$ 2,303.82	\$ 69,198.44	\$ 4,770.95
Orange	\$ 82.69	\$ -	\$ 43,187.18	\$ 5,947.64	\$ 87,906.08	\$ 8,877.11	\$ 141,122.42	\$ 17,387.48
Placentia	\$ 27.42	\$ -	\$ 14,074.80	\$ 1,270.31	\$ 30,021.29	\$ 2,420.07	\$ 47,242.70	\$ 5,110.22
Rancho Santa Margarita	\$ 22.65	\$ -	\$ 12,332.64	\$ 690.53	\$ 24,486.11	\$ 1,268.16	\$ 42,094.45	\$ 2,480.90
San Juan Capistrano	\$ 20.70	\$ -	\$ 11,003.10	\$ 918.53	\$ 20,545.82	\$ 1,151.91	\$ 35,280.60	\$ 2,417.28
Stanton	\$ 16.97	\$ -	\$ 6,785.25	\$ 1,153.05	\$ 13,415.76	\$ 2,293.25	\$ 20,744.39	\$ 3,371.47
Tustin	\$ 29.05	\$ -	\$ 15,129.27	\$ 1,726.31	\$ 31,709.98	\$ 2,652.56	\$ 52,845.20	\$ 5,958.39
Villa Park	\$ 4.98	\$ -	\$ 2,613.24	\$ 169.37	\$ 4,972.28	\$ 232.50	\$ 8,782.30	\$ 466.49
Yorba Linda	\$ 44.77	\$ -	\$ 23,840.06	\$ 1,485.28	\$ 48,503.14	\$ 2,177.01	\$ 84,188.91	\$ 4,792.16
County	\$ 83.97	\$ -	\$ 40,849.02	\$ 4,162.70	\$ 80,588.39	\$ 4,861.27	\$ 131,583.03	\$ 11,683.54
Subtotal	\$ 852.88	\$ -	\$ 455,207.54	\$ 52,864.31	\$ 932,348.57	\$ 84,998.32	\$ 1,514,189.02	\$ 171,287.86
Santa Ana	\$ 6.12	\$ -	\$ 3,255.08	\$ 12,279.63	\$ 5,816.62	\$ 20,681.55	\$ -	\$ 40,754.55
Grand Total	\$ 859.00	\$ -	\$ 458,462.62	\$ 65,143.94	\$ 938,165.19	\$ 105,679.87	\$ 1,514,189.02	\$ 212,042.41

Uncollected Animal Care Invoices
(as of 01/31/16)

	FY13/14		FY14/15		FY15/16		Total
	Control	Shelter	Control	Shelter	Control	Shelter	
Anaheim	\$ 136,768.51	\$ 31,715.40	\$ 109,361.87	\$ 36,687.32	\$ 39,559.38	\$ 19,817.33	\$ 982,064.79
Brea	\$ 20,202.71	\$ 2,146.74	\$ 15,154.35	\$ 3,289.85	\$ 5,238.95	\$ 1,187.98	\$ 131,815.77
Cypress	\$ 21,803.68	\$ 2,836.21	\$ 16,228.28	\$ 3,548.60	\$ 5,666.61	\$ 2,041.57	\$ 141,953.22
Fountain Valley	\$ 24,776.90	\$ 3,274.96	\$ 20,166.02	\$ 4,103.07	\$ 6,500.57	\$ 2,314.37	\$ 170,820.85
Fullerton	\$ 56,948.76	\$ 13,428.90	\$ 45,403.37	\$ 17,890.84	\$ 16,850.16	\$ 6,960.71	\$ 402,552.25
Garden Grove	\$ 71,357.48	\$ 16,703.86	\$ 53,338.52	\$ 19,424.87	\$ 19,779.69	\$ 10,595.06	\$ 505,951.72
Huntington Beach	\$ 92,856.21	\$ 11,532.87	\$ 71,476.01	\$ 12,678.84	\$ 26,451.33	\$ 5,957.52	\$ 595,758.59
Laguna Hills	\$ 15,628.51	\$ 1,096.88	\$ 11,693.90	\$ 1,829.75	\$ 3,977.32	\$ 765.59	\$ 105,224.58
Lake Forest	\$ 34,611.43	\$ 3,729.38	\$ 26,848.25	\$ 4,029.14	\$ 9,879.15	\$ 1,777.58	\$ 222,193.75
Orange	\$ 70,137.70	\$ 14,713.81	\$ 53,338.52	\$ 14,065.01	\$ 19,116.80	\$ 6,863.91	\$ 482,746.35
Placentia	\$ 23,328.41	\$ 2,695.18	\$ 18,853.44	\$ 4,731.46	\$ 6,265.35	\$ 1,847.98	\$ 157,888.62
Rancho Santa Margarita	\$ 21,498.73	\$ 1,660.98	\$ 17,600.52	\$ 2,273.32	\$ 5,794.91	\$ 879.99	\$ 133,083.89
San Juan Capistrano	\$ 16,543.35	\$ 2,146.74	\$ 14,020.75	\$ 1,811.26	\$ 4,789.89	\$ 809.59	\$ 111,459.54
Stanton	\$ 10,520.65	\$ 955.85	\$ 8,531.78	\$ 5,452.27	\$ 3,143.37	\$ 1,610.38	\$ 77,994.44
Tustin	\$ 26,225.40	\$ 4,324.83	\$ 21,001.30	\$ 4,768.43	\$ 7,163.46	\$ 2,947.96	\$ 176,482.13
Villa Park	\$ 4,497.96	\$ 344.73	\$ 3,758.76	\$ 535.99	\$ 1,304.39	\$ 202.40	\$ 27,885.37
Yorba Linda	\$ 42,006.38	\$ 3,510.00	\$ 32,575.88	\$ 3,973.69	\$ 11,611.21	\$ 1,971.17	\$ 260,679.66
County	\$ 64,038.77	\$ 12,426.04	\$ 51,250.33	\$ 14,212.87	\$ 17,919.33	\$ 5,315.13	\$ 438,974.38
Subtotal	\$ 753,751.53	\$ 129,243.38	\$ 590,601.85	\$ 155,306.57	\$ 211,011.88	\$ 73,866.21	\$ 5,125,529.90
Grand Total	\$ 8,614.74	\$ 27,453.25	\$ 6,025.94	\$ 29,516.19	\$ 2,822.62	\$ 14,132.61	\$ 171,358.92
	\$ 762,366.27	\$ 156,696.63	\$ 596,627.79	\$ 184,822.76	\$ 213,834.50	\$ 87,998.82	\$ 5,296,888.82

Historic Revenue Allocation Percentages

	FY09/10		FY10/11		FY11/12		FY12/13		FY13/14		FY14/15		FY15/16	
	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter	Control	Shelter
Anaheim	17.77%	19.92%	17.96%	19.43%	18.43%	20.34%	18.20%	20.29%	17.94%	20.24%	18.33%	19.85%	18.50%	22.52%
Brea	2.77%	1.79%	2.71%	1.42%	2.63%	1.56%	2.73%	1.68%	2.65%	1.37%	2.54%	1.78%	2.45%	1.35%
Cypress	2.72%	1.81%	2.97%	2.25%	2.78%	1.87%	2.75%	2.37%	2.86%	1.81%	2.77%	1.92%	2.65%	2.32%
Fountain Valley	3.42%	2.38%	3.51%	2.62%	3.38%	2.30%	3.47%	2.44%	3.25%	2.09%	3.38%	2.22%	3.04%	2.63%
Fullerton	7.46%	6.87%	7.61%	6.18%	7.32%	6.27%	7.60%	7.41%	7.47%	8.57%	7.61%	9.68%	7.88%	7.91%
Garden Grove	8.84%	11.67%	8.81%	12.64%	9.64%	13.09%	9.19%	10.67%	9.36%	10.66%	8.94%	10.51%	9.25%	12.04%
Huntington Beach	11.09%	6.64%	11.36%	6.56%	11.95%	7.00%	12.11%	7.30%	12.18%	7.36%	11.98%	6.86%	12.37%	6.77%
Laguna Hills	1.89%	1.17%	2.57%	1.02%	2.32%	1.28%	2.14%	1.06%	2.05%	0.70%	1.96%	0.99%	1.86%	0.87%
Lake Forest	4.53%	1.97%	4.75%	2.13%	4.46%	2.18%	4.57%	2.25%	4.54%	2.38%	4.50%	2.18%	4.62%	2.02%
Orange	9.63%	7.23%	9.42%	9.13%	9.37%	8.40%	9.32%	8.20%	9.20%	9.39%	8.94%	7.61%	8.94%	7.80%
Placentia	3.19%	1.97%	3.07%	1.95%	3.20%	2.29%	3.12%	2.41%	3.06%	1.72%	3.16%	2.56%	2.93%	2.10%
Rancho Santa Margarita	2.64%	1.04%	2.69%	1.06%	2.61%	1.20%	2.78%	1.17%	2.82%	1.06%	2.95%	1.23%	2.71%	1.00%
San Juan Capistrano	2.41%	1.21%	2.40%	1.41%	2.19%	1.09%	2.33%	1.14%	2.17%	1.37%	2.35%	0.98%	2.24%	0.92%
Stanton	1.98%	5.09%	1.48%	1.77%	1.43%	2.17%	1.37%	1.59%	1.38%	0.61%	1.43%	2.95%	1.47%	1.83%
Tustin	3.38%	2.57%	3.30%	2.65%	3.38%	2.51%	3.49%	2.81%	3.44%	2.76%	3.52%	2.58%	3.35%	3.35%
Villa Park	0.58%	0.25%	0.57%	0.26%	0.53%	0.22%	0.58%	0.22%	0.59%	0.22%	0.63%	0.29%	0.61%	0.23%
Yorba Linda	5.21%	2.54%	5.20%	2.28%	5.17%	2.06%	5.56%	2.26%	5.51%	2.24%	5.46%	2.15%	5.43%	2.24%
County	9.78%	7.400%	8.91%	6.39%	8.59%	4.60%	8.69%	5.51%	8.40%	7.93%	8.59%	7.69%	8.38%	6.04%
Subtotal	99.29%	83.52%	99.29%	81.15%	99.38%	80.43%	100.00%	80.78%	98.87%	82.48%	98.99%	84.03%	98.68%	83.94%
Santa Ana	0.71%	16.48%	0.71%	18.85%	0.62%	19.57%	0.00%	19.22%	1.13%	17.52%	1.01%	15.97%	1.32%	16.06%
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Animal Care Services
Ten Year Cost Comparison

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
OCAC	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	1,738,459	\$17,384,590
OCHS-GG*	1,327,160	878,360	878,360	878,360	878,360	878,360	878,360	878,360	878,360	878,360	\$9,232,400

**Notes: Year-1 start up costs include one-time funding for infrastructure improvements which may be lower than the projection and may be able to be spread over two fiscal years. The costs also do not reflect any animal licensing revenue that may be collected and would be used to off-set costs or pay for program enhancements. Lastly, the costs do not include the one-time payment of \$505,192 to the County for uncollected animal care fee invoices previously credited to the City.*

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Mayor and Council Members From: Scott C. Stiles

Dept.: Dept.: City Manager

Subject: Discussion of February 24, 2016, District Attorney report regarding allegations of Brown Act violations, and Adoption of a Resolution designating City Clerk as Closed Session Recorder.
(Action Item) Date: 4/26/2016

OBJECTIVE

The purpose of this memorandum is for the City Council to discuss the February 24, 2016, District Attorney Report regarding allegations of Brown Act violations, along with its recommendations, and consider adoption of a resolution designating the City Clerk and deputies as closed session recorders, including the recording of closed sessions for two years.

BACKGROUND

The District Attorney, in its February 24, 2016, report regarding its investigation of alleged Brown Act violations pertaining to the employment of the Public Safety Administrative Officer, concluded that there was a lack of sufficient evidence to prove a violation of the Brown Act beyond a reasonable doubt such that no criminal charges or civil action will be filed. The District Attorney nevertheless recommended that the City Council consider adopting various recommendations in the interest of promoting public transparency. The recommendations are listed in the discussion below.

Government Code section 54957.2 authorizes the City Council by resolution to designate a clerk to attend closed sessions and keep a minute book or recordings of the City Council's closed sessions for a period of two years. Although the City's records are open to the public, Government Code section 54957.2 mandates that closed session records be kept confidential.

DISCUSSION

The District Attorney, in its report recommended that the City Council consider the following recommendations:

1. To record future closed session meetings for a period of at least two years effective immediately;
2. If a new employment position is created in the future by the City Council, that the City Council commit to disclose the creation of the new position in public before filling the position;
3. That the City Council commit to refrain from relying on the "pending litigation" exception to create a new City position in closed session without reporting this action immediately at the conclusion of the closed session; and
4. That the City audit the work and performance of the Public Safety Administrative Officer to assure the public that the position is not a "no show" position.

The City Clerk is the designated recorder for all City Council meeting minutes and City records. Government Code section 54957.2 further authorizes the Council to designate the Clerk or some other officer to keep closed session records in the form of a minute book or audio recordings.

Staff recommends that the City Council adopt the resolution appointing the City Clerk and deputies as the official closed session recorders and authorize recording closed sessions for a period of two years. This action will implement the first recommendation of the District Attorney. Staff further recommends that the City Council affirm that any new employment position in the City will be created in open session. With this affirmation, the second and third recommendations of the District Attorney will be implemented.

In addition, staff has followed up with City Council's direction to implement the fourth recommendation. That involves conducting an audit of the work and performance of the Public Safety Administrative Officer. Preparation to begin that initiative is underway, and the City Administration will be reporting more fully on the next steps to move forward with this at the April 26, 2016 City Council meeting.

FINANCIAL IMPACT

There is minimal financial impact to the General Fund resulting from the adoption of the resolution and recording of closed sessions.

It is expected that the audit of the Public Safety Administrative Officer position will not exceed \$25,000. Those funds would come from the City Council contingency and City Council support accounts.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution designating the City Clerk and deputies as the official closed

session recorders;

- Approve the recording of closed sessions for a period of two years;
- Affirm that any new employment position in the City will be created in open session of the City Council; and,
- Audit the work and performance of the Public Safety Administrative Officer to assure the public that the position is not a "no show" position.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	3/1/2016	Resolution Letter	DA-GG_Reso_Appointing_Clerk_Recorder_of_Closed_Session_(1).docx
District Attorney Report	4/21/2016	Backup Material	DA_Report.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
DESIGNATING THE CITY CLERK AND DEPUTIES AS THE OFFICIAL RECORDER OF
CLOSED SESSIONS PURSUANT TO GOVERNMENT CODE SECTION 54957.2

WHEREAS, the California Ralph M. Brown Act, Government Code Section 54957.2 authorizes the City Council by resolution to designate a clerk to attend closed sessions and keep a minute book or recordings of the City Council's closed sessions;

WHEREAS, closed session records shall be kept confidential and are not public records subject to inspection under the California Public Records Act (Government Code Section 6250 et seq.); and

WHEREAS, the City Council wishes to record its closed sessions for a period of two years and appoint the City Clerk and duly appointed deputies of the City Clerk to keep a record of City Council closed sessions.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES
HEREBY RESOLVE AS FOLLOWS:

The City Clerk and his/her duly appointed deputies are hereby designated the official recorders of City Council closed sessions. The City Clerk and deputies shall maintain the confidentiality of the records consistent with Government Code Section 54957.2 and other applicable law. The closed sessions of the City Council shall be recorded for a period of two years.



OFFICE OF THE

DISTRICT ATTORNEY

ORANGE COUNTY, CALIFORNIA

TONY RACKAUCKAS, DISTRICT ATTORNEY

February 24, 2016

City of Garden Grove
Scott Stiles, City Manager

Re: Allegations of Brown Act Violations
District Attorney Investigations Case # S.A. 14 -130

JIM TANIZAKI
SENIOR ASSISTANT D.A.
VERTICAL PROSECUTIONS/
VIOLENT CRIMES

JOSEPH D'AGOSTINO
SENIOR ASSISTANT D.A.
GENERAL FELONIES/
ECONOMIC CRIMES

MICHAEL LUBINSKI
SENIOR ASSISTANT D.A.
SPECIAL PROJECTS

JAIME COULTER
SENIOR ASSISTANT D.A.
BRANCH COURT OPERATIONS

CRAIG HUNTER
CHIEF
BUREAU OF INVESTIGATION

ROBERT WILSON
INTERIM DIRECTOR
ADMINISTRATIVE SERVICES

SUSAN KANG SCHROEDER
CHIEF OF STAFF

The Office of the Orange County District Attorney (OCDA) has completed an investigation regarding Ralph M. Brown Act violations by the City Council for the City of Garden Grove.

The district attorney is authorized not only to prosecute violations of the Brown Act, but short of litigation, the district attorney's office may issue public findings concerning, and/or admonitions, to offending local agencies.

The Brown Act [codified in Government Code §54950 *et seq*] is intended to ensure the public's right to attend the meetings of public agencies.... The Act thus serves to facilitate public participation in all phases of local government decision making and to curb misuse of the democratic process by secret legislation of public bodies. *Mckee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force* (2005) 134 Cal. App. 4th 354, 358.

OVERVIEW

This letter contains a description of the scope and legal conclusions resulting from the OCDA investigation into the allegations that the Garden Grove City Council violated the Brown Act in August and September of 2014. This letter includes an overview of the OCDA's investigative methodology and procedures employed, as well as a description of the relevant evidence examined, witnesses interviewed, factual findings, and legal principles applied in analyzing the allegations and determining whether there is sufficient evidence to prove beyond a reasonable doubt that a crime was committed.

In early December 2014, the OCDA received information from law enforcement regarding possible violations of the Brown Act by the Garden Grove City Council in connection with creating the new position of Public Safety Administrative Officer and appointing David Barlag to this newly created position. Subsequently, OCDA also received a complaint from a resident of Garden Grove regarding similar allegations.

The OCDA conducted an independent and thorough investigation of the facts and circumstances surrounding these allegations and impartially reviewed all available evidence and legal standards. The scope and findings of this investigation and legal review are expressly limited to determining whether the Brown Act was violated during the process of creating the position of Public Safety Administrative Officer.

PROCEDURAL BACKGROUND

The initial information OCDA received alleged that the City of Garden Grove violated the Brown Act by creating the position of Public Safety Administrative Officer in a closed session meeting of the City Council. It was further alleged that the Garden Grove City Council appointed Garden Grove Fire Department (GGFD) Chief Barlag to this newly created position as part of an agreement between the City and Barlag after Barlag resigned his position as the Fire Chief of GGFD, and that this agreement was entered into in order to compensate Barlag for his resignation as Fire Chief of GGFD after a vote of no-confidence by the Firefighters' Union (Union). Any reference in this letter to "City Council" is intended to mean the Garden Grove City Council members and the mayor. The following is a list of individuals referenced in this letter:

- Bruce Broadwater: Then-Mayor of Garden Grove. He was voted out of office in November 2014 with his term ending in December 2014.
- Matthew Fertal: Then-City Manager of Garden Grove. Fertal was appointed the City Manager in February 2004, and he retired in December 2014.
- David Barlag: Public Safety Administrative Officer of Garden Grove. Prior Fire Chief of GGFD.
- Jeremy Broadwater: GGFD firefighter. Prior Garden Grove Park Ranger for approximately seven years. Son of former Mayor Bruce Broadwater.
- Steve Jones: Councilmember, City of Garden Grove.
- Kris Jones: Councilmember, City of Garden Grove.
- Dina Nguyen: Then-Councilmember, City of Garden Grove.
- Chris Phan: Councilmember, City of Garden Grove. Chris Phan is currently an Orange County deputy district attorney. The OCDA consulted with the California Attorney General's Office (CAG) prior to the commencement of this investigation, and the CAG concluded that it was appropriate for OCDA to investigate this matter notwithstanding the fact that Chris Phan is also employed as an Orange County deputy district attorney.
- Thomas Nixon: Then-Garden Grove City Attorney.

During this investigation and legal review, the OCDA obtained and considered a wide range of documents, including but not limited to the following documents:

- Agreement and release between the City of Garden Grove and Barlag;
- Garden Grove Resolution – salary plan for the position of Public Safety Administrative Officer;
- Emails and City documents belonging to Fertal;
- 35 emails and attachments from Barlag;
- Copies of all California Public Record Act requests filed with the City of Garden Grove from June 1, 2014, to March 9, 2015, relating to Barlag, and any responsive documents or letters submitted by the City of Garden Grove in response to such Public Record Act requests;
- Expense reports for Barlag;
- Statements of earnings for Barlag;
- Personnel records relating to Jeremy Broadwater's application to become a GGFD firefighter as well as records relating to his interviewing process;
- The letter communicating the Union's Vote of No Confidence in Barlag;
- All written correspondence between the City of Garden Grove and Barlag;
- Work product generated by Barlag from Sept. 30, 2014, to March 20, 2015; and
- City of Garden Grove records relating to City Council meetings and agendas.

In addition to reviewing records and documents, OCDA interviewed in excess of 20 individuals connected to the subject matter of the investigation.

On Feb. 6, 2015, prior to attempting to interview any official from the City of Garden Grove, OCDA requested that the Garden Grove City Council waive any potential attorney-client privilege relating to the subject matter of this investigation. This waiver was requested so that OCDA could interview all involved officials without having any such official refuse to answer questions on the grounds that the answers would violate the attorney-client privilege. Six days later, on Feb. 12, 2015, then-interim City Manager Allan Roeder confirmed to our office that the Garden Grove City Council agreed to the OCDA's request and waived the attorney-client privilege as it relates to the subject matter of this investigation. We thank them for their cooperation.

FACTUAL BACKGROUND

In November 2012, Barlag was appointed the Fire Chief of GGFD. The position of Fire Chief was an "at-will" position within the City of Garden Grove as detailed in a resolution approved by the City Council. An "at-will" appointment can be terminated by the City without cause. Barlag did not have a contract with the City guaranteeing him the position of Fire Chief for any specified period of time. As the Fire Chief of the GGFD, Barlag earned an annual salary of \$226,599.96. Prior to his appointment as Fire Chief, Barlag had worked for GGFD for about 30 years and rose through the ranks of the department after starting as a firefighter. Barlag was appointed Fire Chief by Garden Grove City Manager Fertal, who had the authority to make the appointment.

In October 2013, Jeremy Broadwater, who had previously worked for about seven years as a Garden Grove park ranger, was hired, at Barlag's direction, as a Garden Grove firefighter.

In June 2014, the Garden Grove Firefighters' Union held a "Vote of No Confidence" in Barlag as their Fire Chief. The Union notified the City Manager and the City Council of their vote of no confidence in Barlag, and also cited internal issues over the hiring of Jeremy Broadwater by Barlag as one of the reasons for their lack of confidence in Barlag's leadership. As a result of the management related issues at GGFD and the vote of no confidence as reported by the Union, the City Manager with the approval of the City Council retained the services of Management Partners, an independent management consulting firm, to conduct an audit of GGFD and identify problems within the department.

Between August 2014 and October 2014, a verbal report compiled by Management Partners was given to the City Manager. The City Manager subsequently verbally relayed the conclusions of the report to the members of the City Council. The report compiled by Management Partners identified the following issues at GGFD:

- Barlag not exercising appropriate managerial control;
- Lack of appropriate discipline within GGFD; and
- An appearance of favoritism by Barlag in hiring Jeremy Broadwater as a firefighter.

In early August 2014, Barlag contacted the Garden Grove City Attorney and notified him that he (Barlag) had spoken to a lawyer. In his conversation with the City Attorney, Barlag threatened litigation against the City of Garden Grove if he were removed as Fire Chief of the GGFD. Barlag also notified the City Manager of his intent to sue the City of Garden Grove if removed as Fire Chief. On Aug. 12, 2014, after speaking to Barlag earlier in the month, the City Attorney and the City Manager briefed the City Council in a closed session meeting about Barlag's threat of litigation. After they briefed the City Council on what they

described as a credible threat of litigation by Barlag, and without any meaningful discussion about the fact that Barlag was an "at-will" employee or the fact that the City could terminate Barlag's appointment without cause, the City Council directed the City Manager to find a resolution to Barlag's threat of litigation. It also became apparent that some members of the City Council concluded that Barlag should no longer remain the Fire Chief of GGFD because they lost confidence in his ability as well as his effectiveness in leading the department.

Thereafter, the City Manager proposed a solution to the City Council to the situation they were confronting in a closed session meeting. The City Manager proposed creating a new position for Barlag with the City of Garden Grove in exchange for removing him as the Fire Chief of the GGFD. Acting on Fernal's recommendation, the City Council directed the City Manager, in a closed session meeting, to move forward with his proposal and negotiate a resolution with Barlag. The City Manager and the City Attorney drafted a settlement agreement between Barlag and the City of Garden Grove. The agreement included the following terms:

- Barlag's resignation as Fire Chief of GGFD;
- The creation of the position of Public Safety Administrative Officer in the City of Garden Grove;
- Upon Barlag's resignation as the Fire Chief of GGFD, Barlag would be appointed as the City's first Public Safety Administrative Officer;
- Barlag's new salary as the City's Public Safety Administrative Officer would be the salary he was earning as the Chief of GGFD (\$226,599.96) plus a training premium of five percent;
- Barlag would no longer receive a vehicle allowance, which he was receiving as the Fire Chief of GGFD;
- Barlag would be able to hold the position of Public Safety Administrative Officer for over two years and will retire from the City on Dec. 31, 2016;
- Barlag's enhanced salary as the City's Public Safety Administrative Officer would continue to count toward the calculation of his pension from the City upon his retirement in December 2016;
- The City would pay Barlag's attorney's fees in the amount of \$3,750; and
- A confidentiality non-disclosure clause will be included as part of the agreement.

The Public Safety Administrative Officer position was a new position in the City of Garden Grove. This position did not previously exist, and there was never a discussion about any need for such a position prior to the settlement agreement between the City and Barlag. This new position was created without a resolution of the City Council prior to the settlement agreement with Barlag. In total, the City Council held three closed session meetings in connection with this matter. The three closed session meetings were held on Aug. 12, 2014; Aug. 26, 2014; and Sept. 23, 2014. On Sept. 29, 2014, Barlag notified the City Manager in an email of his intent to resign as Fire Chief of GGFD after 32 years of service with the City.

On Sept. 30, 2014, the settlement agreement reached between the City of Garden Grove and Barlag was signed by both parties and it became effective immediately; Barlag was appointed as the City's Public Safety Administrative Officer and he was also referred to as the City's Public Safety Director. Barlag immediately started drawing an increased salary. None of these actions were properly created or approved on that date. Not until there was public inquiry was the position of Garden Grove Public Safety Administrative Officer, along with increased salary and benefits, properly created or authorized through open deliberations.

On or about Oct. 14, 2014, Management Partners completed and submitted their final written report regarding the management of GGFD. The written report included the above listed points from the verbal review previously provided to the City Council by the City Manager.

Acting under the pressure of multiple Public Records Act requests by members of the media, on Nov. 25, 2014, the City Council, in an open public session, adopted and ratified an amendment to Resolution Number 9251-14, publicly creating the new position of Public Safety Administrative Officer. This was the first public act by the City Council regarding the secret creation of a new position that paid over a quarter million dollars annually in public money.

On Dec. 8, 2014, the above detailed allegations relating to possible Brown Act violations were reported to OCDA by the Garden Grove Police Department. Shortly thereafter, in a conversation covertly taped by OCDA, Barlag stated that he (Barlag) and the City Manager had an understanding about Barlag's new position as Public Safety Administrative Officer. Barlag stated that his understanding with the City Manager was that Barlag will not be required to report to the City for work and it was based on this specific understanding that Barlag was no longer collecting a car allowance as part of the agreement signed on Sept. 30, 2014.

After his interview with OCDA on Feb. 19, 2015, and at the request of OCDA, the City Attorney provided OCDA with a legal memorandum detailing his legal position for why he felt it was legally appropriate for the City Council to hold closed session meetings in connection with the creation of the new position of Public Safety Administrative Officer, and why he felt it appropriate to keep such action secret until the City was forced to reveal it under the pressure of multiple Public Records Act Requests. We do not agree with that analysis with respect to the creation of a new job.

LEGAL ANALYSIS

1. Open Meetings

The Brown Act is codified in Government Code section 54950 *et seq.* Broadly, the Brown Act requires legislative bodies, including City Councils, to conduct the public's business in public. (Preamble, Government Code section 54950.) With certain limited exceptions, all meetings of the legislative body must be open to any member of the public to attend. (Government Code section 54953.) Before any decisions are made, members of the public must be given notice, by putting the item on the agenda, that the topic will be discussed at a particular meeting. (Government Code section 54954.2.) If an item is not on the agenda, it may not be discussed or voted on in the public meeting. (Government Code section 54954.2.) Furthermore, members of the public must be given the opportunity to comment on the matter before a vote is taken or a decision is made. (Government Code section 54954.3.) Under the Brown Act, private or secret meetings between a majority of the members of the legislative body are prohibited. (Government Code section 54952.2.) However, under certain limited circumstances, a legislative body may meet in "closed session" to discuss certain matters, such as labor or real property negotiations (Government Code sections 54957.6 & 54956.8), certain personnel matters (Government Code section 54957,) and to confer with legal counsel regarding "pending litigation," (Government Code section 54956.9.)

2. Anticipated/Pending Litigation Exception

In order for OCDA to file criminal charges for a violation of the Brown Act, the OCDA must be able to prove beyond a reasonable doubt a specific intent and mental state on the part of the accused. Government Code section 54959 requires that each "member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member intends to **deprive the public** of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor."

Based on the position taken by the City Attorney, it appears that the Garden Grove City Council, on the advice of the City Attorney, relied on the "pending litigation" exception by holding multiple closed sessions.

meetings to discuss Barlag and the creation of the new position of Public Safety Administrative Officer. Regarding the "pending litigation" exception to the Brown Act requirements, Government Code section 54956.9 (d) provides the following:

"Litigation shall be considered *pending* when any of the following circumstances exist:

- (1) Litigation, to which the local agency is a party, has been initiated formally.
- (2) A point has been reached where, *in the opinion of the legislative body of the local agency on the advice of its legal counsel*, based on existing facts and circumstances, *there is a significant exposure to litigation against the local agency*.
- (3) Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2).
- (4) Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."

The courts have also recognized the need for a legislative body to confer in closed session with legal counsel when contemplating taking action which will likely result in litigation. In *County of Los Angeles v. Superior Court* (2005) 130 Cal.App.4th 1099, the Court of Appeal agreed with the County Board of Supervisors' conclusion that the "pending litigation" exception applied to a closed session discussion of the County's decision to cut Medicare funding to the King/Drew Medical Center, even though no lawsuit had yet been filed as a result of the decision.

3. Civil/Criminal Enforcement

a. Civil Litigation

As to civil enforcement, the allegation of Brown Act violations were submitted to the OCDA on Dec. 8, 2014, more than 90 days after the first closed session meeting on Aug. 12, 2014. In addition, by the time the allegations were submitted to the OCDA, the City Council had already cured the alleged violation by holding a public meeting and taking a public vote on the matter. Therefore, seeking a civil remedy is not an option since the City of Garden Grove had already taken corrective action on Nov. 25, 2014, by voting publicly on the creation of the position of Public Safety Administrative Officer.

b. Criminal Prosecution

In order to prove a Brown Act violation beyond a reasonable doubt, we must fairly consider the arguments and information provided to OCDA at our request by the Garden Grove City Attorney. The City Attorney's legal position is essentially that the City Council was allowed to discuss Barlag's situation in closed session, without reporting their actions, because Barlag had threatened to sue the City. The City Attorney argues that these closed session discussions pertaining to a pending litigation are authorized by Government Code section 54957.1(a)(3). The claimed legal reason for the City Attorney's assertion that the action taken in the closed session meetings did not need to be reported out is because the action was, ostensibly, to authorize the City Manager to offer employment to Barlag in exchange for Barlag waiving any legal claims he may have against the City. Therefore, the City Attorney took the position that the City Council's action did not settle the lawsuit *per se*, and therefore it was not required to be reported out in a public session because the offer to settle still had to be accepted by Barlag before it went into effect. This position was asserted by the City Attorney because if the City Council approved a settlement already agreed to by Barlag in a closed session, the Brown Act would have required this action to be disclosed to the public in open session, at the conclusion of the closed session.

In deciding if OCDA can prove beyond a reasonable doubt that this reliance on the "pending litigation" exception was a ruse or a pretext, we have to fairly and reasonably consider the following two legal points.

First, the open session requirements of Government Code section 54957.1(a)(5) apply only to actions taken as a result of a complaint or charges made against the affected City employee in accordance with Government Code section 54957, and only when an open session is requested by the affected employee. In this case, the affected employee is Barlag and he never made such a request. In *Furtado v. Sierra Community College* (1998) 68 Cal.App.4th 876, a former employee of the community college challenged the decision of the college's board of trustees to not renew her contract. The superior court ruled against her and she appealed, arguing that the board's decision violated the Brown Act. The court of appeal rejected her argument and held that the open session requirement applies only to the portion of the meeting pertaining to specific complaints or charges brought against the employee. (*Furtado, supra*, at pp. 880-882.) And even then, the Brown Act only requires that the discussions take place in open session when requested by the affected employee. (*Ibid.*) The court went on to note that in drafting the Brown Act, "the Legislature has drawn a reasonable compromise, leaving most personnel matters to be discussed freely and candidly in closed session" (*Id.* at p. 882.)

In the present case, even if the City Council's reliance on the pending litigation exception was a ruse, and its primary objective was to discuss Barlag's employment, the discussion would only need to be held in an open session if it were a result of a complaint or charge brought against Barlag. Even then, the discussion would only need to be held in an open session if Barlag specifically requested that the complaint or charges be discussed in open session. While it could easily be argued that the City Council's discussion came about as a result of a complaint or charge pertaining to Barlag's recent personnel related decisions while at the helm of the GGFD, there is no indication whatsoever that Barlag requested a public airing of the grievance in an open session. Quite the contrary, there is every indication that Barlag wanted this matter resolved quietly and privately.

Accordingly, because there was no request by Barlag to discuss the complaints or charges in an open session, the requirements of Government Code section 54957.1(a)(5) do not apply, and OCDA cannot rely on this section to prove, beyond a reasonable doubt, that the City Council's actions violated the Brown Act.

Secondly, we have to take into account the fact that the action taken by the City Council did **not immediately affect** Barlag's employment status. The Brown Act only requires immediate reporting of a closed session action when the action immediately affects the employment status of the employee. In *Gillespie v. San Francisco Public Library Commission* (1998) 67 Cal.App.4th 1165, the plaintiff sued to block the Library Commission's nomination of candidates for City Librarian. The plaintiff argued that the Brown Act (as well as the City of San Francisco's *Sunshine Ordinance*) required that the Commission's discussion be held in open session. In the alternative, the plaintiff argued that the Commission's decision, made in closed session, should have immediately been reported out. In rejecting the plaintiff's arguments, the court of appeal reasoned that because the Commission's decision was to *nominate* candidates for City Librarian, only one of which was to be *appointed* at a later date by the mayor, the closed session discussion was proper and the action taken need not be reported out. The court of appeal noted that the "plain reading of these statutes compels the conclusion that only actions taken in closed session which **immediately** affect the employment status of a public official are to be reported the same day." (*Gillespie, supra*, at p. 1175; *emphasis in original.*) The court of appeal relied heavily on an Attorney General's Opinion (*Compensation of Hospital Administrator*, Attorney General's Opinion No. 79-1110, 63 Ops.Cal.Atty.Gen. 215 (1980)) which concluded that "to require a public report on all 'action taken' in executive [closed] session on 'personnel matters' could effectively destroy the 'personnel exception.'" (*Id.*, at p. 1176, quoting from page 220 of the Attorney General's Opinion.)

In the present case, the action taken by the Garden Grove City Council was to authorize the City Manager to offer a new position with the City to Barlag, and this new position was to take effect at a future date after the closed session meeting. In addition, the offer of new employment to Barlag was conditional upon Barlag resigning as Fire Chief of GGFD and waiving any legal claims he may have against the City of Garden Grove. Like the decision made by the library commission in *Gillespie*, there is an argument to be made that the action taken by the Garden Grove City Council did not *immediately* affect the employment status of Barlag. The new employment of Barlag did not take effect immediately on any of the days of the closed session meetings, and the terms and conditions still needed to be agreed to by Barlag. As a result, even if the City's pending litigation argument was simply a ruse to take action on Barlag's employment status, the way in which the City Council went about it, whether intentional or not, appears to give the City Council a defense against the applicability of the reporting requirements of the Brown Act. Consequently, because the courts have been inclined to show a deference to a City Council handling employment matters in closed sessions, the conclusion that the Garden Grove City Council's action was primarily an employment decision, and only tangentially related to a pending litigation, and the OCDA would likely come up short of being able to prove a violation of the Brown Act beyond a reasonable doubt.

Accordingly, it is our opinion that there is a lack of sufficient evidence to prove a violation of the Brown Act beyond a reasonable doubt, and therefore, it will not be appropriate for the OCDA to file criminal charges alleging a violation of the Brown Act under the anticipated/pending litigation exception.

OCDA'S FINDINGS AND CONCERNS

OCDA believes it is necessary to make findings and recommendations. It is the position of OCDA that the actions taken by the City of Garden Grove in this instance violated the spirit and intent of the Brown Act. Even though there are no litigation remedies available to us, it is important that the OCDA makes public findings.

We do not believe the City Attorney's legal analysis on this topic to be convincing. It is our opinion that there is a reasonable inference that the City Council simply used the pending litigation exception as a ruse or a pretext to get around the disclosure requirements of the Brown Act with respect to actions taken in closed session which affect employment status in accordance with Government Code section 54957.1(a)(5).

Our investigation concluded, and the City of Garden Grove has acknowledged, that it is the City Manager who makes employee decisions as to hiring, evaluation and termination, not council members. Garden Grove's City Council only governs the appointment of the City Manager. All other employee decisions are made by the City Manager. In that the City Manager makes employee decisions, previous California Attorney General Opinions have held that in those situations, the governing body (city council) has no authority to meet in closed session concerning the staff. (Attorney General's Opinion, 85 Ops.Cal.Atty.Gen. 77 (2002).)

What we have learned in our investigation is as follows:

- Closed session held Aug. 12, 2014, under the "Anticipated Litigation" exception, discussed employment status of Barlag.
- Closed session held Aug. 26, 2014, under the "Anticipated Litigation" exception, discussed employment status of Barlag.
- Closed session held Sept. 23, 2014, under the "Anticipated Litigation" exception, discussed employment status of Barlag.

- Councilmembers in closed session discussed the creation of a job that previously did not exist, Public Safety Administrative Director.
- Councilmembers in closed session discussed Barlag being made the Public Safety Administrative Director effective immediately upon signing the agreement.
- Councilmembers, along with the City Manager and City Attorney, in closed session did not discuss nor remember discussing the fact that Barlag was an “at-will” employee.
- Councilmembers, along with the City Manager and City Attorney, in closed session did not discuss nor remember discussing if there were any merits to Barlag’s threat of litigation.
- No councilmember in closed session, along with the City Manager and City Attorney, objected to any of the above-described actions.
- On Sept. 30, 2014, Barlag signed “CITY OF GARDEN GROVE SETTLEMENT AGREEMENT AND GENERAL RELEASE”.
- On Sept. 30, 2014, Barlag started receiving salary and benefits in the position of Public Safety Administration Officer.
- Until public and press inquiries, there was no requirement that Barlag report to work in the City of Garden Grove.
- The position of Public Safety Administration Officer was not officially created until the city council meeting on Nov. 25, 2014, in open session, on a vote of four votes for and one against.

It is our perception that the “Anticipated Litigation” exception to the Brown Act was manipulated in such a way to allow the Garden Grove City Council to go into closed session to allow the City Council to delay the public from finding out what their elected officials were doing with respect to the resignation of Barlag as Fire Chief, the creation of a highly paid new position, and the selection of Barlag to that position.

Based on the entirety of all the available evidence in this case, there appears to be reasonable cause to believe that the reliance by the former City Attorney and the former City Manager on this exception to the Brown Act requirement of Open Public Meetings is merely a pretext to keep this situation a secret for reasons not allowed under the Brown Act. Barlag was an “at-will” employee who could be terminated without cause. It is true that Barlag, just like any other “at-will” employee, could not be terminated for an “illegal cause.” An employee’s national origin, ethnic background, or sexual orientation are some of the examples of “illegal causes.” However, in Barlag’s situation, the need for terminating his employment had nothing to do with any illegal cause. In addition, the City Council was also aware of an independent audit prepared by an outside consulting firm showing ample cause to doubt the effectiveness of Barlag as the Fire Chief of GGFD.

RECOMMENDATIONS


In light of the above detailed facts and circumstances, OCDA is recommending that the Garden Grove City Council consider adopting the following steps in the interest of promoting public transparency:

1. To record any and all future closed session meetings for a period of at least two years, effective immediately, in accordance with the provisions of Government Code section 54690;
2. If a new employment position is created in the future by the Garden Grove City Council, the City Council commits to disclose the creation of the new position in public before filling the position;
3. The Garden Grove City Council commits to refrain from relying on the ‘pending litigation’ exception, provided for in Government Code Section 54956.9, to create a new City position in closed session, without reporting this action immediately at the conclusion of the closed session meeting; and

4. The City audits the work and performance of the newly created "Public Safety Administrative Officer" to assure the public that the position is not a "no show" job.

Accordingly, the OCDA is closing its inquiry into this matter.


EBRAHIM BAYTIEH
Assistant District Attorney


MICHAEL LUBINSKI
Senior Assistant District Attorney

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor

Dept.: City Manager Dept.: City Clerk

Subject: Discussion of a Resolution urging the President and the State Department to call for the release of Nguyen Van Dai, as requested by Mayor Nguyen. Date: 4/26/2016

Attached is an article relating to the discussion regarding the release of Nguyen Van Dai, as requested by Mayor Nguyen.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Article	4/20/2016	Cover Memo	Article.pdf

Wife of jailed Vietnamese human rights activist comes to U.S. with a plea



Vu Minh Khanh, wife of Vietnamese human rights activist Nguyen Van Dai, is rallying U.S. supporters and lawmakers to intervene on her husband's behalf. Nguyen was arrested in December in Hanoi. (Dan Huynh)



By **Anh Do** · Contact Reporter

APRIL 17, 2016, 3:00 AM

Her food's waiting — sizzling onion steak and fragrant catfish — but the woman on a mission does not pause between back-to-back interviews.

She's done nine since leaving Vietnam and landing in Los Angeles last week, rushing to Orange County's Little Saigon, fiercely staying on message, softly sharing a plea for her husband's freedom.

Vu Minh Khanh, wife of famed human rights activist Nguyen Van Dai — beaten and imprisoned by the communist government in Hanoi — is determined that the American public and others "outside our community ... know his work, his cause."

"Now that I'm here in this country, I realize even more how much people suffer in my country," Vu said. "How else can you describe it when you don't have basic rights?"

Nguyen, a lawyer and blogger, left his Hanoi home in December to meet with [European Union](#) representatives in the country to research human rights issues.

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Now that I'm here in this country, I realize even more how much people suffer in my country.

— Vu Minh Khanh, wife of human rights activist Nguyen Van Dai

Plainclothes officers stopped him and took him back to the house, where a police camera facing the front door monitors all who enter and exit. They confiscated three computers and USB sticks, Vu said. Nguyen was later charged with "conducting propaganda against the state."

Four months later, authorities have not allowed Vu, other family members or friends to see or contact him, his wife said, adding that they also declined his requests for a lawyer.

International human rights groups, along with elected officials worldwide, have condemned his arrest, attacking Vietnam for its "poor" record of religious persecution, lack of freedom of speech and freedom of assembly.

Nguyen is the founder of the Committee for Human Rights in Vietnam, which trains human rights attorneys and promotes legal education. He has traveled from city to city, teaching young people how to report human rights violations and handle police interrogations.

In 2013, he launched the Brotherhood for Democracy with former jailed dissidents to coordinate human rights activities across Vietnam and to host forums in Hanoi and Saigon to mark International Human Rights Day.

"He's one of the people who can do things. He's organized. His activities back up his beliefs," says Nancy Nguyen, a restaurant owner from Anaheim who reached out to help Vu, scheduling her Southern California meet-and-greets. She is assisting VOICE, the Vietnamese Overseas Initiative for Conscience Empowerment, a global nongovernmental organization that helped set up Vu's visit.

Hoi Trinh, VOICE's founder, said Nguyen has done "nothing wrong." In any democracy, what he accomplished "would be encouraged, commended and honored. Not thrown in jail without trial to this

day."

Brandon Hoang, a programmer from Santa Ana, is an ardent Nguyen admirer.

"I follow what he does online," Hoang said. "Even though he is oceans away, I respect what he stands for, and I hope that here in America, others will also respect that and spread his gospel."

Vu received a hero's welcome after managing to sneak out of her country to rally supporters in the nation's largest Vietnamese American community. In her loneliest, darkest hours, the church volunteer said she relies on her faith.

"I think and believe in the powers of God. If I become frail, it weakens the purpose," she said of her resolve, as she prepared to field questions from a journalist with the BBC. She planned to follow that interview with a trip to Washington to try to persuade lawmakers familiar with the expatriate push for human rights and religious freedom to intervene in her husband's case.

Late in the week, Vu sat with immigrant fans in a popular French-Vietnamese restaurant in Little Saigon, where a waitress approached, holding a Vietnamese-language newspaper with her picture on the front page. She struggled to maintain energy while the others ate lunch — the 15-hour time difference between her homeland and California had left her with little sleep the night earlier.

This is the second time officials have jailed her husband. Authorities tried Nguyen in May 2008, sentencing him to five years in prison under the same propaganda charges. In 2011, he was released to house arrest for an additional four years and barred from practicing law.

Before leaving Southern California, Vu expected to be the featured guest at a Little Saigon town hall meeting, promoting her husband's activism. "Dai always tells me: 'We want to live a life with meaning — not just for us but for those around us.' That's why we continue to do what we do."

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A version of this article appeared in print on April 17, 2016, in the News section of the Los Angeles Times with the headline "Wife of jailed rights activist pleads for aid - Vu Minh Khanh visits Little Saigon to rally supporters before her trip to Washington." — [Today's paper](#) | [Subscribe](#)

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community Development
Subject:	Discussion regarding the Municipal Code requirements for front yard landscaping and paving, as requested by Council Member Bui.		
		Date:	4/26/2016

OBJECTIVE

The purpose of this report is to provide information to the City Council regarding the Municipal Code requirements for front yard landscaping and paving.

BACKGROUND

At the April 12, 2016, City Council Meeting, Council Member Bui brought up under "Matters from the Mayor, City Council Members, and City Manager" the fact that he has been contacted by several residents who have received notices from Code Enforcement that their front yard landscaping was not compliant with City codes. Council Member Bui requested, and the City Council concurred, that staff provide information on the current Municipal Code requirements for front yard landscaping and paving and to make recommendations that could help residents be compliant with City codes while still being sensitive to the current drought.

DISCUSSION

The City of Garden Grove is committed to the preservation and improvement of the City's residential neighborhoods. In an effort to maintain high quality neighborhoods and maintain property values, the City Council has adopted a number of property maintenance standards which have been codified in the Garden Grove Municipal Code.

In February 2014, in an effort to support water conservation and at the direction of Council, code enforcement officers stopped issuing notices and citations for browning lawns. Since that time, there has been an increasing number of home owners who are replacing all or most of their required front yard landscaping with crushed rock, cement pavers and/or concrete paving. Photos are attached for reference. While crushed stone, cement pavers and concrete are not, in and of themselves, a violation of the Municipal Code, they are a violation if they are used to the exclusion of plant material and cover more than 50% of the required front yard.

Several Municipal Codes address front yard landscaping requirements:

- 9.08.040.050(D)(1) requires "The maximum permitted percentage of hardscape coverage in the front yard setback....shall be 50%..."
- 9.08.040.050(J) requires "All unpaved areas shall be planted with an effective combination of trees, grass, berms, ground-cover, lawn, shrubbery and/or approved dry decorative landscape material."
- 9.08.030(G) requires "Landscaping in the required front yard shall cover no less than 50% of that yard."

Council may choose to direct staff to suspend the enforcement of certain residential landscaping codes during the water emergency or may choose to amend the Municipal Code to remove the requirements for front yard paving and landscaping.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

City Council could direct staff to:

- Suspend enforcement of residential properties with landscaping of crushed rock or cement pavers which exceed the maximum allowed per code and to cease the enforcement of the minimum amount of vegetation required by code until the conclusion of the current water emergency; or
- Take other action to amend or modify the minimum landscape percentage in the front yard area.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Landscape Photos	4/19/2016	Cover Memo	Landscape_Photos.pdf

Lack of Landscaping

