



AGENDA

The City of Garden Grove as
Successor Agency
to the Agency for Community
Development

Tuesday,
September 10, 2019

6:30 PM

Community Meeting Center 11300
Stanford Avenue Garden Grove
California 92840

Steven R. Jones
Chair

George S. Brietigam
Member, District 1

John R. O'Neill
Member, District 2

Thu-Ha Nguyen
Member, District 3

Patrick Phat Bui
Vice Chair, District 4

**Stephanie
Klopfenstein**

Member, District 5

Kim Nguyen
Member, District 6

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the Successor Agency, 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 Successor Agency 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 Successor Agency 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 Successor Agency meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the Successor Agency 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 Successor Agency has jurisdiction over. Persons wishing to address the Successor Agency regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the Successor Agency Members: After being called by the Chair, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Successor Agency. All remarks and questions should be addressed to the Successor Agency as a whole and not to individual Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Successor Agency shall be called to order by the Chair. If such conduct continues, the Chair may order the person barred from addressing the Successor Agency 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 Successor Agency on the same subject matter, the Chair may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Successor Agency'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

6:30 PM

ROLL CALL: Member Brietigam, Member O'Neill, Member T. Nguyen, Member Klopfenstein, Member K. Nguyen, Vice Chair Bui, Chair Jones

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

2. CONSENT ITEMS

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

2.a. Adoption of a Resolution approving the Amended Recognized Obligation Payment Schedule (ROPS 19-20B). *(Action Item)*

2.b. Adoption of a Resolution approving an amendment to an agreement with J&G Industries, Inc., for Project No. S-1232 Brookhurst Triangle Demolition Project Phase II. (Cost: \$28,964.25) *(Action Item)*

2.c. Receive and file minutes from the meeting held on August 27, 2019. *(Action Item)*

2.d. Receive and file warrants. *(Action Item)*

3. MATTERS FROM SUCCESSOR AGENCY CHAIR, MEMBERS AND DIRECTOR

4. ADJOURNMENT

The next Regular Successor Agency Meeting will be on Tuesday, September 24, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	Director	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving the Amended Recognized Obligation Payment Schedule (ROPS 19-20B). (<i>Action Item</i>)	Date:	9/10/2019

OBJECTIVE

The purpose of this report is to request the Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") adopt a Resolution approving the Amended Recognized Obligation Payment Schedule for the 19-20 B period of January 1, 2020 to June 30, 2020 ("ROPS 19-20 B"), subject to review and approval by the Orange Oversight Board and the State Department of Finance ("DOF").

BACKGROUND

The Successor Agency is performing its functions under Parts 1.8 and 1.85 of the California Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation including Senate Bill 107 ("SB 107") (together, "Dissolution Law"), to administer the enforceable obligations and wind-down activities of the former Agency, all subject to the review and approval by an Oversight Board.

SB 107 modified the ROPS process and established an *annual* ROPS starting with ROPS 16-17 and provides for a one time amendment to annual ROPS. The ROPS is "the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177."

Under the Dissolution Law, the Successor Agency may consider an amendment to ROPS 19-20 covering the B period of January 1, 2020 to June 30, 2020, and the Amended ROPS 19-20 B must be submitted to the DOF no later than October 1, 2019.

DISCUSSION

An amendment to ROPS 19-20 has been prepared to increase Redevelopment

Property Tax Trust Fund ("RPTTF") funding for the B period for three Line Items. The amended Line Items on ROPS 19-20 B are detailed as follows.

1. Line Item No.22 – Brookhurst Triangle DDA, increase RPTTF budget by \$28,965. Submittal of multiple change orders due to unanticipated changes in condition to the Brookhurst Triangle Project Site during Phase II demolition, resulted in a need for an amendment to increase the budget for a contract with J&G Industries, Inc., for Project No. S-1232 – Brookhurst Triangle Demolition Project – Phase II.
2. Line Item No.47 – Appraisals, increase RPTTF budget by \$13,300. The County Oversight Board is requesting Successor Agencies expedite the process of disposing of any Successor Agency owned properties. Garden Grove Successor Agency still owns four properties listed as "Properties to be Sold" on the Approved Long Range Property Management Plan. The current ROPS appraisal budget of \$4,200 is not sufficient to cover the cost of conducting appraisals on all four properties to determine their value prior to the sale of each property. The Successor Agency is requesting the difference in cost to be able to appraise all four properties.
3. Line Item No.55 – Successor Agency Legal Fees for Limon Litigation, increase RPTTF Budget by \$25,000. New demands placed by Limon Judgment Plaintiffs' attorneys and financial issues related to the implementation of the Limon Replacement Housing units at Wesley Village result in a need for additional legal services.

The table below highlights the proposed amendment to the B period in ROPS 19-20 that would increase the B period budget by \$67,265 from the Redevelopment Property Tax Trust Fund ("RPTTF").

Approved B Period (1/1/20-6/30/20)
\$8,647,601
Amended B Period (1/1/20-6/30/20)
\$8,714,866

FINANCIAL IMPACT

None until approved by the DOF. If the DOF approves the Amended ROPS as submitted, the Successor Agency will increase its previously authorized ROPS 19-20 B distribution amount of \$8,647,601 to \$8,714,866, a difference of \$67,265 in RPTTF funds for the period of January 1, 2020 to June 30, 2020, to pay the Successor Agency's enforceable obligations.

RECOMMENDATION

It is recommended that the Successor Agency:

- Adopt the attached Resolution approving Amended ROPS 19-20 B for the period of January 1, 2020 to June 30, 2020, subject to the submittal to and review by the Oversight Board and then by the State Department of Finance; and
- Authorize posting and transmittal of the ROPS. Further, the Assistant City Manager who oversees the Community and Economic Development Department and her designees, in consultation with legal counsel, shall be authorized to make augmentations, modifications, additions or revisions as may be necessary or directed by Department of Finance.

By: Monica L. Covarrubias, Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: SA ROPS Resolution	9/5/2019	Resolution	9-10-19_SA_ROPS_w_OS_approval.docx
Attachment 2: Garden Grove Amended ROPS 19-20B	8/29/2019	Backup Material	Copy_of_Garden_Grove_Amended_ROPS_19-20B.pdf

GARDEN GROVE SUCCESSOR AGENCY

RESOLUTION NO.

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE 19-20 B FOR THE PERIOD OF JANUARY 1, 2020 TO JUNE 30, 2020, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE OVERSIGHT BOARD AND THE STATE DEPARTMENT OF FINANCE UNDER CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 24, PART 1.85; AND, AUTHORIZING THE POSTING AND TRANSMITTAL OF THE ROPS

WHEREAS, the Garden Grove Agency for Community Development ("Former Agency") was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL"), and previously authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Garden Grove ("City"); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation, and most recently by Senate Bill 107 (together, the "Dissolution Law"); and

WHEREAS, as of February 1, 2012 the Former Agency was dissolved pursuant to the Dissolution Law, and, as a separate public entity, corporate and politic, the Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") administers the enforceable obligations of the former Agency and otherwise unwinds the Former Agency's affairs, all subject to the review and approval by an oversight board ("Oversight Board"); and

WHEREAS, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Law; and

WHEREAS, Sections 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, reviewed and approved by the Successor Agency and then reviewed and approved by the Oversight Board before final review and approval by the State Department of Finance ("DOF"); and

WHEREAS, Section 34177(o) of the Dissolution Law requires that beginning with the annual ROPS for the 16-17 fiscal period of July 1, 2016 to June 30, 2017 ("ROPS 16-17") inclusive, and for each period from July 1 to June 30, inclusive, thereafter, shall be submitted to the DOF by the Successor Agency, after approval by the Oversight Board, no later than February 1, 2016, and each February 1 thereafter; and

WHEREAS, Section 34177(E)(o)(I) provides that once per ROPS period, and no later than October 1, a Successor Agency may submit one amendment to the ROPS if the

Oversight Board makes a finding that a revision is necessary for payment of approved enforceable obligations during the second one-half of the ROPS period defined as January 1 to June 30, inclusive. The Successor Agency may only amend the amount requested for payment of approved enforceable obligations; and

WHEREAS, pursuant to Sections 34179.6 and 34177(l)(2)(B), the Successor Agency is required to submit the ROPS to the DOF with copies to the County Administrative Officer, the County Auditor-Controller, and the State Controller's Office at the same time that the Successor Agency submits the ROPS to the Oversight Board for review; and

WHEREAS, the Successor Agency has reviewed the draft Amended ROPS 19-20 B and desires to approve the Amended ROPS 19-20 B and to authorize the Successor Agency staff to transmit the Amended ROPS to the Oversight Board; and

WHEREAS, the Successor Agency staff is directed to post the Amended ROPS 19-20 B on the City/Successor Agency website: <https://ggcity.org/>

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. Pursuant to the Dissolution Law, the Successor Agency approves the Amended ROPS 19-20 B, which schedule is incorporated herein by this reference; provided however, that the Amended ROPS 19-20 B is approved subject to transmittal of the Amended ROPS to the Oversight Board for review and approval with copies of the Amended ROPS to be sent concurrently to the DOF, the County Administrative Officer, the County Auditor-Controller, and the State Controller's Office. Further, the Community and Economic Development Director, or her designee, in consultation with legal counsel, is hereby authorized to make augmentations, modifications, additions or revisions as may be necessary or directed by DOF, and changes, if any, will be reported back to the Successor Agency and the Oversight Board.

Section 3. After approval by the Oversight Board, the Successor Agency authorizes transmittal of the approved Amended ROPS 19-20 B to the DOF, the County Administrative Officer, the County Auditor-Controller, and the State Controller's Office.

Section 4. Community and Economic Development Director, or her designee, is directed to post this Resolution, including the Amended ROPS 19-20 B, on the City/Successor Agency website pursuant to the Dissolution Law.

Section 5. The Secretary of the Successor Agency shall certify to the adoption of this Resolution.

ATTACHMENT 1
to Successor Agency Resolution No. ____-____

AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE 19-20 B
FOR SIX-MONTH FISCAL PERIOD JANUARY 1, 2020 TO JUNE 30, 2020

(attached)

Amended Recognized Obligation Payment Schedule (ROPS 19-20B) - Summary
Filed for the January 1, 2020 through June 30, 2020 Period

Successor Agency: Garden Grove

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	ROPS 19-20B Authorized Amounts	ROPS 19-20B Requested Adjustments	ROPS 19-20B Amended Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 12,328	\$ -	\$ 12,328
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	12,328	-	12,328
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 8,647,601	\$ 67,265	\$ 8,714,866
F RPTTF	8,450,025	67,265	8,517,290
G Administrative RPTTF	197,576	-	197,576
H Current Period Enforceable Obligations (A+E)	\$ 8,659,929	\$ 67,265	\$ 8,727,194

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code,
I hereby certify that the above is a true and accurate
Recognized Obligation Payment Schedule for the above
named successor agency.

Name Title

/s/ _____
Signature Date

Garden Grove Amended Recognized Obligation Payment Schedule (ROPS 19-20B) - ROPS Detail
January 1, 2020 through June 30, 2020

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
			\$132,234,336	\$-	\$-	\$12,328	\$8,525,025	\$197,576	\$8,659,929	\$-	\$-	\$-	\$67,265	\$-	\$67,265	
2	Hyatt Regency OPA	Business Incentive Agreements	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
6	Katella Cottages OPA	OPA/DDA/ Construction	\$3,015,342	-	-	-	30,000	-	\$30,000	-	-	-	-	-	\$-	
7	Katella Cottages Note	Bonds Issued On or Before 12/31/10	\$1,125,000	-	-	-	33,750	-	\$33,750	-	-	-	-	-	\$-	
9	Coastline Lease Payments	Miscellaneous	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
14	Union Bank Loan	Third-Party Loans	\$4,066,667	-	-	-	2,033,333	-	\$2,033,333	-	-	-	-	-	\$-	
16	Sycamore Walk DDA	Remediation	\$60,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
18	Housing Fund Deficit	SERAF/ERAF	\$13,254,260	-	-	-	3,100,000	-	\$3,100,000	-	-	-	-	-	\$-	
19	Waterpark Hotel DDA	Business Incentive Agreements	\$10,100,000	-	-	-	1,179,119	-	\$1,179,119	-	-	-	-	-	\$-	
20	Site B2 DDA	Business Incentive Agreements	\$3,300,000	-	-	-	450,000	-	\$450,000	-	-	-	-	-	\$-	
22	Brookhurst Triangle DDA	OPA/DDA/ Construction	\$7,898,000	-	-	-	-	-	\$-	-	-	-	28,965	-	\$28,965	Increase in budget to agreement with J&G Industries, Inc., for Project No. S-1232-Brookhurst Triangle Phase II Demolition, due to change orders resulting from unanticipated changes in conditions to the project site.
24	Project Management for Item 20 - Site B2	Project Management Costs	\$300,000	-	-	-	83,216	-	\$83,216	-	-	-	-	-	\$-	
25	Project Legal for Items 19-20	Legal	\$75,000	-	-	-	25,000	-	\$25,000	-	-	-	-	-	\$-	
27	Agency Property Maint/Management	Property Maintenance	\$135,000	-	-	12,328	-	-	\$12,328	-	-	-	-	-	\$-	
31	Administrative Allowance	Admin Costs	\$4,500,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
33	Brookhurst Triangle DDA	Property Dispositions	\$1,790,971	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
34	Brookhurst Triangle DDA	Property Dispositions	\$1,490,971	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
37	Project Management for Item 22 - Brookhurst	Project Management Costs	\$250,000	-	-	-	83,214	-	\$83,214	-	-	-	-	-	\$-	

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
39	2014 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	\$29,078,575	-	-	-	570,125	-	\$570,125	-	-	-	-	-	\$-	
40	Limon Law Suit Settlement	Litigation	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
47	Appraisals(s)	Admin Costs	\$46,000	-	-	-	4,200	-	\$4,200	-	-	-	13,300	-	\$13,300	Oversight Board is requesting Successor Agency expedite disposition of Successor Agency owned properties. Current approved budget not sufficient to cover the cost of appraisals for all properties owned by the Agency.
49	Limon Law Suit Settlement/ Judgement	Litigation	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
50	Limon Law Suit Settlement/ Judgement	Litigation	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
51	Housing Successor Administration	Admin Costs	\$1,500,000	-	-	-	75,000	-	\$-	-	-	-	-	-	\$-	
52	Item 39 Trustee Fee (2014 TARB)	Fees	\$162,000	-	-	-	3,327	-	\$3,327	-	-	-	-	-	\$-	
53	Item 19 Trustee Fee (Waterpark Bond)	Fees	\$246,100	-	-	-	2,527	-	\$2,527	-	-	-	-	-	\$-	
54	Item 7 Trustee Fee (Katella Cottages Note)	Fees	\$17,500	-	-	-	800	-	\$800	-	-	-	-	-	\$-	
55	Successor Agency Legal Fees for Limon Litigation (Item 49 & 50)	Legal	\$70,000	-	-	-	25,000	-	\$25,000	-	-	-	25,000	-	\$25,000	Increase due to new demands placed by Limon Judgment Plaintiffs' attorneys and financial issues related to the implementation of the Limon Replacement Housing units at Wesley Village result in a need for additional legal services.
56	2016 Tax Allocation Bonds (for Waterpark Hotel, Item 19)	Bonds Issued After 12/31/10	\$49,748,250	-	-	-	826,125	-	\$826,125	-	-	-	-	-	\$-	
57	Project Management for Item 19 - Water Park	Business Incentive Agreements	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
58	Item 14 Dissemination Fees	Fees	\$4,700	-	-	-	289	-	\$289	-	-	-	-	-	\$-	
59	Unfunded CalPERS Pension Liabilities 2011-12	Unfunded Liabilities	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
60	Unfunded CalPERS Pension Liabilities 2012-13	Unfunded Liabilities	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
61	Unfunded CalPERS Pension Liabilities 2013-14	Unfunded Liabilities	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
62	Unfunded CalPERS Pension Liabilities 2014-15	Unfunded Liabilities	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
63	Unfunded CalPERS Pension Liabilities 2015-16	Unfunded Liabilities	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
64	Unfunded CalPERS Pension Liabilities 2016-17	Unfunded Liabilities	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
65	Unfunded CalPERS Pension Liabilities 2017-18	Unfunded Liabilities	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving an amendment to an agreement with J&G Industries, Inc., for Project No. S-1232 Brookhurst Triangle Demolition Project Phase II. (Cost: \$28,964.25) (<i>Action Item</i>)		
		Date:	9/10/2019

OBJECTIVE

The purpose of this report is to request the Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") adopt a Resolution approving an Amendment to the budget and extension to the term of a contract with J&G Industries, Inc., ("Contractor") for Project No. S-1232 – Brookhurst Triangle Demolition Project – Phase II (the "Project"), subject to review and approval by the Orange County Oversight Board and the State Department of Finance ("DOF").

BACKGROUND

On April 13, 2018, the Department of Finance (DOF) approved OB Resolution No. 57-18, approving a contract with J&G Industries, Inc., for demolition and related services for Project No. S-1232 Brookhurst Triangle Demolition Project, Phase II, and authorizing certain actions in connection.

During the demolition process, unanticipated changes in conditions to the site resulted in change order requests being submitted by the Contractor for approval.

Change Order #1 – July 15, 2019 Change in site conditions: During slab and footing removals an underground transite asbestos pipe was discovered that required proper removal and remediation by a qualified company. Work immediately stopped in the area and a 3rd party contractor was contacted for a Survey and Preparation of a Procedure 5 Plan, as required by the South Coast Management District. Additional cost incurred \$17,561.25. (Attachment 4).

Change Order #2 – August 12, 2019 Change in site conditions: Removal of additional concrete and block building wall found 3 feet below grade surface.

The total area is approximately 70ft x 200ft = 14,000 sq. ft. Additional cost incurred \$44,413.00. (Attachment 5).

DISCUSSION

The total cost for the change orders is \$61,974.25. The original approved contract amount for J&G Industries, Inc., was for \$330,100.00 with a 10% contingency of \$33,010.00. The Successor Agency is now requesting an amendment to J&G Industries, Inc.'s, approved contract budget for the difference between the previously approved contingency amount and the total change order amount, which is \$28,964.25.

Additionally, the Contractor requested an extension to the term of the contract as a result of the additional scope of work resulting from the unanticipated changes in conditions to the site discovered during the demolition process. The contract was to expire on September 8, 2019. The contractor has requested a 1-month extension to his contract for a new expiration date of October 8, 2019.

FINANCIAL IMPACT

None until approved by the DOF. If the DOF approves an Amendment to the budget for the contract with J&G Industries, Inc., for Project No. S-1232 – Brookhurst Triangle Demolition Project – Phase II, as submitted, the Successor Agency will increase the contract amount by \$28,964.25. This will result in an increase to ROPS Line Item No. 22 – Brookhurst Triangle DDA, previously authorized RPTTF distribution amount for the period of January 1, 2020 to June 30, 2020, to pay the Successor Agency's enforceable obligations.

RECOMMENDATION

It is recommended that the Successor Agency:

- Adopt the attached Resolution approving the Amendment to the agreement with J&G Industries, Inc., for Project No. S-1232 – Brookhurst Triangle Demolition Project – Phase II, subject to submittal to and review by the Oversight Board and then by the State Department of Finance. Further, the Community and Economic Development Director and her designees, in consultation with legal counsel, shall be authorized to make augmentations, modifications, additions or revisions as may be necessary or directed by Department of Finance.

By: Monica L. Covarrubias, Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: SA J&G Resolution	9/5/2019	Resolution	9-10-19_SA_J_G_w_OS_approval.docx
Attachment 2:			

Agreement Amendment	9/3/2019	Agreement	Agreement_Amendment.doc
Attachment 3: Original Approved J&G Industries, Inc. Agreement	9/3/2019	Agreement	Original_Approved_J_G_Industries__Inc_Agreement.pdf
Attachment 4: Change Order #1	8/29/2019	Backup Material	Change_Order_#1_-_071519.pdf
Attachment 5: Change Order #2	8/29/2019	Backup Material	Change_Order_#2_-_081219.2.pdf

GARDEN GROVE SUCCESSOR AGENCY

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT TO AMEND A CONTRACT WITH J&G INDUSTRIES,
INC., FOR DEMOLITION AND RELATED SERVICES FOR PROJECT NO.
S-1232 - BROOKHURST TRIANGLE DEMOLITION PROJECT – PHASE TWO
AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Garden Grove Agency for Community Development, (“Former Agency”) a redevelopment agency formerly existing under Chapter 2 of the Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*), acquired certain real property located at 10071 Garden Grove Boulevard, 10081 Garden Grove Boulevard, 12882 Brookhurst Way and also known by Assessor Parcel Numbers: 089-071-06, 089-071-07, 089-071-13, 089-071-14, 089-071-31 (previously Parcel Number 089-071-24), 089-661-08 (previously Parcel Number 089-661-05 & 089-071-05), 089-071-32 and 089-661-09 (previously Parcel Number 089-661-05), located in the City of Garden Grove, (the “Property”) for redevelopment purposes;

WHEREAS, the Former Agency and New Age Brookhurst, LLC (“Developer”), entered into a Disposition and Development Agreement (“DDA”) on November 23, 2010, establishing the terms and conditions for the disposition of the Property to the Developer and the development of a mixed use retail, commercial, and residential development (“Project”) on the Property;

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

WHEREAS, pursuant to the provisions of ABX1-26, including but not limited to Health and Safety Code Section 34173, the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development (“Successor Agency”) is the successor entity to the Agency;

WHEREAS, on May 17, 2013, the State of California Department of Finance (“DOF”) provided written confirmation to the Successor Agency that the DDA is an enforceable obligation pursuant to Health and Safety Code Section 34171(d)(1)(E);

WHEREAS, on that written confirmation dated May 17, 2013 provided to the Successor Agency by the DOF approving the DDA as an enforceable obligation, the DOF acknowledged the Successor Agency’s obligation to clear all above ground structures before conveying the Property to the Developer;

WHEREAS, the Successor Agency is required to comply with Federal and State environmental laws and regulations, notwithstanding rules and regulations implemented by the South Coast Air Quality Management District requiring the surveying and eventual abatement of asbestos containing materials prior to demolition activities;

WHEREAS, the Successor Agency has heretofore entered into a contract (the “Contract”) with J&G Industries, Inc., (“Contractor”) to abate asbestos containing material and demolition of structures on the Property pursuant to the Agreement as authorized by Successor Agency Board Resolution

No. 49-18 (CORRECTED), adopted February 27, 2018, for a total Contract amount of Three Hundred Sixty-Three Million One Hundred Ten Thousand Dollars (\$363,110,000) (the “Contract Amount”).

WHEREAS, due to a series of changed conditions discovered during the demolition process, Change Orders were submitted by the Contractor totaling an addition Twenty-Eight Thousand Nine Hundred Sixty-Four Dollars and Twenty-Five Cents (\$28,964.25) (the “Change Order Amount”).

NOW, THEREFORE, BE IT RESOLVED BY SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency Board hereby amends the Contract with J&G Industries, Inc., by approving the Change Order and adding the Change Order Amount to the previously approved Contract Amount.

Section 3. The Director or his authorized designee on behalf of the Successor Agency shall cause this Resolution, together with the contract with J&G Industries, Inc., to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The Secretary on behalf of the Successor Agency shall certify to the adoption of this Resolution.

**FIRST AMENDMENT TO
CONSTRUCTION AGREEMENT**

This First Amendment to the Construction Agreement ("First Amendment") is made by and between the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, a public body ("Successor Agency") and J&G Industries, Inc., ("Contractor").

RECITALS

The parties entered into a Construction Agreement ("Agreement") dated April 18, 2018.

The Parties desire to modify and amend Section 5.11 of the Agreement to provide additional funding for change orders resulting from a series of changed conditions discovered during the demolition process; and Section 5.5 of the Agreement to extend the term.

The Agreement is hereby modified to increase the payment amount from \$363,110 to \$392,074.25 for the purpose of approving the change order requests and completing the demolition work.

The term of the agreement is hereby modified to extend the work completion from 30 working days to 60 working days.

All other conditions of the original Professional Services Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is signed by each body as above written.

**SUCCESSOR AGENCY TO THE
GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT,**
A public body
("SUCCESSOR AGENCY")

J&G INDUSTRIES, INC.
("Contractor")

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attest:

Secretary

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this 18th day of April, 2018 by the CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, ("SUCCESSOR AGENCY"), and J&G INDUSTRIES, INC., hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Successor Agency Board Authorization dated February 27, 2018.
2. The CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **Brookhurst Triangle Demolition Project – Phase II, Project No. S-1232**, herein referred to as the "Project".
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the SUCCESSOR AGENCY, to construct and complete the Project, in good workmanlike and substantial order.

If CONTRACTOR fails to pay for labor or materials when due, SUCCESSOR AGENCY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, SUCCESSOR AGENCY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event SUCCESSOR AGENCY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, SUCCESSOR AGENCY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

- 5.3 Project.** The Project is described as: **Brookhurst Triangle Demolition Project – Phase II, Project No. S-1232.**

- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Specifications entitled: **Brookhurst Triangle Demolition Project – Phase II, Project No. S-1232.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications (Caltrans and Greenbook 2012 Edition) and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

- 5.5 Time of Commencement and Completion.** CONTRACTOR agrees to commence the Project on date set forth in the "*Notice to Proceed*" issued by the SUCCESSOR AGENCY and shall diligently prosecute the work to completion within **thirty (30) working days** excluding delays caused or authorized by the SUCCESSOR AGENCY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

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

CONTRACTOR shall have seven **(7) calendar days from the award of the Contract** to execute the Contract and supply SUCCESSOR AGENCY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the SUCCESSOR AGENCY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the seven (7) calendar days, the SUCCESSOR AGENCY may then rescind the award

of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

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

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

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

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies SUCCESSOR AGENCY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with the Standard Specifications for Public Works Construction 2012 edition (Greenbook). The SUCCESSOR AGENCY's decision will be conclusive on all parties to this Contract.

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

SUCCESSOR AGENCY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by SUCCESSOR AGENCY's Finance Director. The decision of the Finance Director shall be final.

5.9 Changes in Project.

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

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

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

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

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

- 5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the SUCCESSOR AGENCY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment. Said written change order shall be delivered to the SUCCESSOR AGENCY via certified mail.
- 5.9.4** If any change under this Section 5.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the SUCCESSOR AGENCY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (5.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (5.9.2). In the case of defective specifications for which the SUCCESSOR AGENCY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a written change order under paragraph (5.9.1) or the furnishing of a written notice under paragraph (5.9.2), submit a written statement to the SUCCESSOR AGENCY setting forth the general nature and monetary extent of such claim. The SUCCESSOR AGENCY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (5.9.2) of this Section 5.9.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make all changes, furnish the materials, and perform the work that SUCCESSOR AGENCY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless the SUCCESSOR AGENCY

therefrom authorizes a change in writing. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the SUCCESSOR AGENCY and the SUCCESSOR AGENCY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the SUCCESSOR AGENCY. CONTRACTOR shall submit immediately to the SUCCESSOR AGENCY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the SUCCESSOR AGENCY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to SUCCESSOR AGENCY.

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the SUCCESSOR AGENCY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to SUCCESSOR AGENCY the sum of five hundred dollars (\$500.00) per day for each calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that SUCCESSOR AGENCY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment. SUCCESSOR AGENCY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of: Three hundred thirty three thousand one hundred dollars (\$333,100) and a 10% contingency of thirty three thousand three hundred and ten dollars (\$33,310), as itemized in the bid proposal.

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

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

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

5.13 Completion. Within ten (10) working days after the contract completion date of the Project, CONTRACTOR shall file with the SUCCESSOR AGENCY's Senior Project Manager its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. SUCCESSOR AGENCY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 Contractor's Employees Compensation

5.14.1 General Prevailing Rate.

SUCCESSOR AGENCY has ascertained that the prevailing wage requirements of the California Labor Code, including Sections 1770, 1771.5, 1773, 1777.5, and 1776, apply to this Project. CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the SUCCESSOR AGENCY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing

rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Reserved.

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

5.14.5 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the SUCCESSOR AGENCY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.6 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable contractor or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776 in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section

1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for laborers every week to the SUCCESSOR AGENCY. *If the certified payroll reports are not submitted, the contractor will be notified that compliance is required within five (5) working days or contract work must cease. The SUCCESSOR AGENCY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to contractor's failure to comply.* Work shall be cease in an orderly, safe fashion with all vehicle access restored, should this not accrue, SUCCESSOR AGENCY will correct the deficiencies and deduct the cost from funds due to the contractor. In addition, no progress payment will be made until the copies of certified payroll reports are submitted.

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

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

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

5.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the SUCCESSOR AGENCY.

5.16 Insurance.

5.16.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the SUCCESSOR AGENCY. CONTRACTOR shall be responsible to collect and maintain all insurance from all subcontractors. All subcontractors shall obtain and maintain the same insurance as required of CONTRACTOR. All insurance required by this Agreement shall contain a Statement of Obligation on

the part of the carrier to notify the SUCCESSOR AGENCY of any material change, cancellation, or termination at least thirty (30) days in advance. CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation, or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.16.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the City of Garden Grove, the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, and their respective officers, officials, employees, agents, and volunteers and shall issue a certificate to the policy evidencing the same. CONTRACTOR shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY's requirements, as approved by the SUCCESSOR AGENCY.

5.16.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- a. Commercial general liability, not excluding XCU, in an amount not less than \$5,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to SUCCESSOR AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the SUCCESSOR AGENCY.
- b. Automobile liability, including mobile equipment if applicable, in an amount not less than \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to SUCCESSOR AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the SUCCESSOR AGENCY.
- c. Pollution liability in an amount not less than \$5,000,000; **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to SUCCESSOR AGENCY and have a Best's Guide Rating of A-Class VII or better, as approved by the SUCCESSOR AGENCY.
- d. Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein; Excess liability coverage shall be Follows Form to the underlying policies. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to SUCCESSOR

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

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 5.16.3 (a), shall designate the City of Garden Grove, Successor Agency to the Garden Grove Agency for Community Development, and their respective 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 SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY's requirements, as approved by the SUCCESSOR AGENCY.

An Additional Insured Endorsement for the policy under section 5.16.3 (b), including mobile equipment if applicable, shall designate the City of Garden Grove, Successor Agency to the Garden Grove Agency for Community Development, and their respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY's requirements, as approved by the SUCCESSOR AGENCY.

An Additional Insured Endorsement for the policy under section 5.16.3 (c) shall designate the City of Garden Grove, the Successor Agency to the Garden Grove Agency for Community Development, and their respective officers, officials, employees, agents, and volunteers as additional insured's for on-going and products-completed operations under the pollution liability policy. CONTRACTOR shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY's requirements, as approved by the SUCCESSOR AGENCY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide the schedule of underlying policies for a Follows Form excess liability policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy under 5.16.3(d) designating the City of Garden Grove, the Successor Agency to the Garden Grove Agency for Community Development, and its respective officers, officials, employees, agents, and volunteers as additional insured's. CONTRACTOR shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY's requirements, as approved by the SUCCESSOR AGENCY.

For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects City of Garden Grove, Successor Agency to the Garden Grove Agency for Community Development and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Garden Grove, the Successor Agency to the Garden Grove Agency for Community Development, and their respective officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY's requirements, as approved by the SUCCESSOR AGENCY.

All insurance policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City of Garden Grove, the Successor Agency to the Garden Grove Agency for Community Development, and their respective officers, officials, employees, agents, and volunteers. CONTRACTOR shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY's requirements, as approved by the SUCCESSOR AGENCY.

SUCCESSOR AGENCY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

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

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

Agency, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the SUCCESSOR AGENCY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8 of the California, Department of Transportation Standard Specifications.

5.18.2 If termination for default or convenience is effected by the SUCCESSOR AGENCY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the SUCCESSOR AGENCY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with Section 8 of the California, Department of Transportation Standard Specifications.

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

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

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

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the

system resulting from such defects. The SUCCESSOR AGENCY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the SUCCESSOR AGENCY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

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

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall be responsible for their own attorneys' fees, costs and necessary expenses. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the SUCCESSOR AGENCY as a party to said action, the SUCCESSOR AGENCY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the SUCCESSOR AGENCY. The SUCCESSOR AGENCY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

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

To SUCCESSOR AGENCY:
City of Garden Grove
Office of Economic Development
Attention: Greg Blodgett
11222 Acacia Parkway
Garden Grove, CA 92842

TO CONTRACTOR:

J&G Industries, Inc.,
Attention: James Cain
18627 Brookhurst Street #302
Fountain Valley, CA 92708

5.22 Agreement Limitations. CONTRACTOR understands and agrees that the implementation and effectiveness of this Agreement shall be subject to approval by the SUCCESSOR AGENCY Oversight Board and the provisions of ABX1-26 and AB 1484. CONTRACTOR further understands and agrees that any and all liability under this Agreement shall be solely that of the SUCCESSOR AGENCY and not the City of Garden Grove, and, in accordance with Health and Safety Code Section 34173(e), shall be limited in scope and amount to the actual property tax revenues received by, and the value of assets transferred

to, the SUCCESSOR AGENCY pursuant to ABX1-26 AND AB 1484 for purposes of payment pursuant to this Agreement.

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

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year first written above.

Date: 4/17/18

"SUCCESSOR AGENCY"
SUCCESSOR AGENCY TO THE
GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT,
a public body

By: [Signature]
Scott C. Stiles
Executive Director

ATTEST:

[Signature]
Secretary/Deputy Secretary

Date: 4/18/18

"CONTRACTOR"
J&G INDUSTRIES, INC.,
State License No. 571859
(Expiration Date: 6/30/2019)

By: [Signature]
Title: Vice president
Date: 4/16/18

APPROVED AS TO FORM:

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

[Signature]
Agency General Counsel

Date: 4-17-18

GARDEN GROVE SUCCESSOR AGENCY

RESOLUTION NO. 49-18

CORRECTED

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT TO AWARD A CONTRACT TO J&G INDUSTRIES, INC., FOR DEMOLITION AND RELATED SERVICES FOR PROJECT NO. S-1232 - BROOKHURST TRIANGLE DEMOLITION PROJECT - PHASE TWO AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Garden Grove Agency for Community Development, ("Former Agency") a redevelopment agency formerly existing under Chapter 2 of the Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*), acquired certain real property located at 10071 Garden Grove Boulevard, 10081 Garden Grove Boulevard, **12882 Brookhurst Way** and also known by Assessor Parcel Numbers: 089-071-06, 089-071-07, 089-071-13, 089-071-14, 089-071-31 (previously Parcel Number 089-071-24), **089-661-08 (previously Parcel Number 089-661-05 & 089-071-05), 089-071-32 and 089-661-09 (previously Parcel Number 089-661-05)**, located in the City of Garden Grove, (the "Property") for redevelopment purposes;

WHEREAS, the Former Agency and New Age Brookhurst, LLC ("Developer"), entered into a Disposition and Development Agreement ("DDA") on November 23, 2010, establishing the terms and conditions for the disposition of the Property to the Developer and the development of a mixed use retail, commercial, and residential development ("Project") on the Property;

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

WHEREAS, pursuant to the provisions of ABX1-26, including but not limited to Health and Safety Code Section 34173, the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") is the successor entity to the Agency;

WHEREAS, on May 17, 2013, the State of California Department of Finance ("DOF") provided written confirmation to the Successor Agency that the DDA is an enforceable obligation pursuant to Health and Safety Code Section 34171(d)(1)(E);

WHEREAS, on that written confirmation dated May 17, 2013 provided to the Successor Agency by the DOF approving the DDA as an enforceable obligation, the DOF acknowledged the Successor Agency's obligation to clear all above ground structures before conveying the Property to the Developer;

WHEREAS, the Successor Agency is required to comply with Federal and State environmental laws and regulations, notwithstanding rules and regulations implemented by the South Coast Air Quality Management District requiring the surveying and eventual abatement of asbestos containing materials prior to demolition activities;

WHEREAS, the Successor Agency desires to utilize the services of J&G Industries, Inc., ("Contractor") to abate asbestos containing material and demolition of structures on the Property pursuant to the DDA;

WHEREAS, the Successor Agency is authorized to enter into this Agreement pursuant to ABX1-26 and Successor Agency Board Resolution No. 1-12, adopted February 14, 2012.

NOW, THEREFORE, BE IT RESOLVED BY SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency Board hereby awards the contract with J&G Industries, Inc., for asbestos abatement and demolition services as part of Project No. S-1232 - Brookhurst Triangle Demolition Project – Phase Two, in furtherance of Section 205.3(g) of the DDA, together with such augmentation, modification, additions or revisions as the Director and/or the Community and Economic Development Director or their authorized designees may find necessary to effectuate the services of the Contractor.

Section 3. The Director or his authorized designee on behalf of the Successor Agency shall cause this Resolution, together with the contract with J&G Industries, Inc., to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The Secretary on behalf of the Successor Agency shall certify to the adoption of this Resolution.

Adopted this 27th day of February 2018.

ATTEST:

/s/ TERESA POMEROY, CMC
SECRETARY

/s/ STEVEN R. JONES
CHAIR

July 15, 2019

PHONE: 714-903-2002

FAX: 714-903-2003

City of Garden Grove
11122 Acacia Pkwy
Garden Grove, CA 92842

Greg Blodgett, Sr Project Manager

Re: Brookhurst Triangle Demolition Project- Phase II
Project No. S-1232

In follow up to our site meeting of July 12, 2019, in regards to changed site conditions, underground transite pipe, we have prepared a Change Order request for your review.

Survey & prepare Procedure 5 Plan by a 3rd party	\$1,500.00
SCAQMD - Notification & Permit	\$1,000.00
Waste Bin	\$1,500.00
1st Day (2) Man crew	\$3,750.00
2nd Day (2) Man crew	\$2,000.00
J&G Mark-up on above	\$975.00
Excavation Costs	\$3,680.00
Water Truck / Labor	\$1,120.00
Supervision	\$1,200.00
Bonds & Insurance costs (All \$16,725.00 above)	<u>\$836.25</u>
Total Change Order Request	\$17,561.25

We would also request additional time to be added to our contract to cover additional scope of work.

Please don't hesitate to contact me with any questions.
Thank you,

Eric Cain, VP



August 12, 2019

PHONE: 714-903-2002
FAX: 714-903-2003City of Garden Grove
11122 Acacia Pkwy
Garden Grove, CA 92842

Greg Blodgett, Sr Project Manager

Re: Brookhurst Triangle Demolition Project- Phase II
Project No. S-1232

Per job walk on 8/9/19 to discuss additional concrete beneath the asphalt. We request a Change Order outlined below for removal of unforeseen concrete slabs/footings and block building wall.

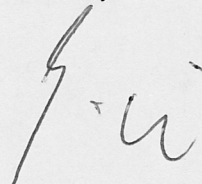
Area is approximately 70x200 = 14,000 s.f. by up to 3' below grade surface. Note that we will leave open our previous change order for a Procedure 5 for the removal of asbestos containing underground transite pipe in the event we encounter more of this material.

Our breakdown for the above out of scope work is follows:

1/2 day exploratory work to define limits of work (8/8/19)	<u>\$1,420.00</u>
5 Days for removals including dirt, concrete, slabs, footings and block walls. Also included is breaking & processing of concrete	<u>\$13,600.00</u>
3 Days of backfilling, track rolling and rough grading of area	<u>\$23,600.00</u>
Sub Total	<u>\$38,620.00</u>
15% Mark-up	<u>\$5,793.00</u>
Total Change Order Request	<u>\$44,413.00</u>

We would also request an extension of time to our contract to cover this additional scope of work.

Please don't hesitate to contact me with any questions.
Thank you,


Eric Cain, VP

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 9/10/2019
 from the meeting held on
 August 27, 2019. (*Action*
 Item)

Attached are the minutes from the meeting held on August 27, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes 8-27-19	9/5/2019	Minutes	sa-min_08_27_2019.pdf

MINUTES

THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

Regular Meeting

Tuesday, August 27, 2019

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

CONVENE MEETING

At 7:03 p.m., Chair Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Members Brietigam, O'Neill,
T. Nguyen, Klopfenstein, K. Nguyen, Vice
Chair Bui, Chair Jones

ABSENT: (0) None

ORAL COMMUNICATIONS

Speakers: Byron Lopez, Cynthia Guerra, Sean Drexler, Sandra De Anda, Roberta McLeish, Tom Raber, Nicholas Dibs, Robert Harrison, Dianna Athas, Jill Freshowr, Dustin Nguyen, Bonnie Crawford.

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON AUGUST 13, 2019 (F: Vault)

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

Minutes from the meeting held on August 13, 2019, be received and filed.

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

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

ADJOURNMENT

At 7:51 p.m., Chair Jones adjourned the meeting. The next Regular Successor Agency Meeting will be held Tuesday, September 10, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
Secretary

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: Director Dept.: City Clerk
Subject: Receive and file warrants. Date: 9/10/2019
(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants 8-7-19	9/5/2019	Warrants	09-10-19_SA_Warrants_(08-07-19).pdf
Warrants 8-14-19	9/5/2019	Warrants	09-10-19_SA_Warrants_(08-14-19).pdf
Warrants 8-21-19	9/5/2019	Warrants	09-10-19_SA_Warrants_(08-21-19).pdf

REDEVEL. SUCCESSOR AGENCY
CHECK REGISTER
08/07/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
1641	J & G INDUSTRIES, INC	OTHER PROF SERV	119,774.25 *
1642	RICE, MICHAEL A-THRONE CO., INC.	OTHER RENTALS	107.15 *

PAGE TOTAL FOR "*" LINES = 119,881.40

FINAL TOTAL 119,881.40 *

DEMANDS #1641 - 1642 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE
GARDEN GROVE CITY COUNCIL AUGUST 7, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE
FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

REDEVEL. SUCCESSOR AGENCY
CHECK REGISTER
08/14/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
1643	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	4,056.00 *
W2592	US BANK TRUST N.A. CM-9705	OTHER LOAN/BOND FEES	1,760.00 *

PAGE TOTAL FOR "*" LINES = 5,816.00

FINAL TOTAL 5,816.00 *

DEMANDS #1643 - 1643 AND WIRE W2592 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL AUGUST 14, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

REDEVEL. SUCCESSOR AGENCY
CHECK REGISTER
08/21/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
1644	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	3,681.00 *

PAGE TOTAL FOR "*" LINES = 3,681.00

FINAL TOTAL 3,681.00 *

DEMANDS #1644 - 1644 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE
GARDEN GROVE CITY COUNCIL AUGUST 21, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE
FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR