

AGENDA



Garden Grove City
Council

Tuesday, September 24,
2019

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steven R. Jones

Mayor

Stephanie Klopfenstein

Mayor Pro Tem - District 5

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Kim B. Nguyen

Council Member - District 6

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

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

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

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

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

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

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Southland Integrated Services, Inc., celebrating their 40th year providing social, public health, and cultural services within Garden Grove and throughout Orange County.
- 1.b. Community spotlight in recognition of the Acacia Adult Day Services 40th anniversary.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Adoption of a Proclamation honoring and celebrating the 40th anniversary of Southland Integrated Services, Inc., in Garden Grove. *(Action Item)*
- 3.b. Adoption of a Proclamation celebrating the 40th anniversary of Acacia Adult Day Services. *(Action Item)*
- 3.c. Adoption of a Proclamation recognizing National Red Ribbon Week from October 23-31, 2019 in Garden Grove. *(Action Item)*
- 3.d. Approval of an Amendment to the Agreement with Republic Waste

Services of Southern California LLC, dba Garden Grove Disposal, for Recycling Cart Rate Implementation. (*Joint Action Item with the Garden Grove Sanitary District.*)

- 3.e. Adoption of a Resolution certifying commitment to projects submitted in the Fiscal Years 2020/21 through 2025/26 Federal Transportation Improvement Program. (*Action Item*)
- 3.f. Adoption of a Resolution amending the City of Garden Grove's Salary Schedule. (*Action Item*)
- 3.g. Approval of an Agreement with Stray Cat Alliance to provide services related to feral and stray cats citywide. (Cost: \$70,000) (*Action Item*)
- 3.h. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Police Department SUV. (Cost: \$28,936.25) (*Action Item*)
- 3.i. Authorize the issuance of a purchase order to RDO Vermeer for two (2) new Brush Chippers. (Cost: \$78,678.46) (*Action Item*)
- 3.j. Receive and file the minutes from the meetings held on August 13, 2019, August 27, 2019, and September 10, 2019. (*Action Item*)
- 3.k. Receive and file warrants. (*Action Item*)

4. PUBLIC HEARINGS

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

- 4.a. Adoption of a Resolution to approve Street Vacation No. SV-001-2019, vacating and abandoning the southern portion of Brady Way south of Stanford Avenue, and reserving thereon public service easements for existing public utility facilities. (*Action Item*)
- 4.b. Adoption of a Resolution to approve a recommendation from the Traffic Commission to modify existing street diverters on Flower Street and Bowen Street, at Trask Avenue, Garden Grove. (*Action Item*)

5. COMMISSION/COMMITTEE MATTERS

- 5.a. Appointment to fill a vacancy on the Administrative Board of Appeals. (Continued from September 10, 2019.) (*Action Item*)
- 5.b. Appointment to fill a vacancy on the Planning Commission. (Continued from September 10, 2019.) (*Action Item*)

6. ITEMS FOR CONSIDERATION

- 6.a. Approval of a License Agreement with Rexford Industrial Realty, Inc., to lease the southern portion of Brady Way, Garden Grove. (Amount: \$43,150.68 per year) (*Action Item*)

- 6.b. Approval to participate in the 2019-2020 Office of Traffic Safety Selective Traffic Enforcement Program. (Grant Amount: \$275,000) (*Action Item*)
- 6.c. Award a contract to Turbo Data Systems, Inc., for parking citation processing services. (Cost: \$270,000) (*Action Item*)
- 6.d. Award of contracts to Cannon Corporation, and Bruce Hall Land Surveyor, Inc., for land surveying and related services on an as-needed basis. (Cost: \$500,000) (*Action Item*)
- 7. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
 - 7.a. Discussion regarding a proposed Resolution expressing opposition to the Department of Homeland Security's "public charge" rule change as applied to legal permanent resident applications, as requested by Council Member K. Nguyen.
- 8. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, October 8, 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: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of a Proclamation honoring and celebrating the 40th anniversary of Southland Integrated Services, Inc., in Garden Grove. (*Action Item*) Date: 9/24/2019

Attached recommended for adoption is a Proclamation honoring and celebrating the 40th anniversary of Southland Integrated Services, Inc., in Garden Grove.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/16/2019	Proclamation	9-24-19_Southland_Integrated_Services_-_Proclamation_(1).pdf

PROCLAMATION

Honoring the 40th Anniversary of Southland Integrated Services, Inc.

WHEREAS, Formerly known as the Vietnamese Community of Orange County, Inc., Southland Integrated Services, Inc., was established in 1979 as a refugee resettlement support agency; and

WHEREAS, Southland Integrated Services, Inc., is a non-profit organization that operates a Federally Qualified Health Center with Integrated Health Services and a Comprehensive Social Services Agency; and

WHEREAS, with a multilingual medical staff and strong supportive personnel, Southland Integrated Services, Inc., expanded its operations in response to the urgent health needs of the large, medically-underserved population in Orange County; and

WHEREAS, located on Chapman Avenue in Garden Grove, Southland Integrated Services, Inc., provides a broad range of social, public health, and cultural services, not only within Garden Grove, but throughout Orange County; and

WHEREAS, the City of Garden Grove commends Southland Integrated Services, Inc., for the valuable role they have played over the past 40 years in helping and serving the Garden Grove community.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Garden Grove does hereby honor and celebrate the 40th Anniversary of Southland Integrated Services, Inc.

September 24, 2019

Steven R. Jones, *Mayor*

Stephanie Klopfenstein
Mayor Pro Tem, District 5

George S. Brietigam
Council Member, District 1

John O'Neill
Council Member, District 2

Thu-Ha Nguyen
Council Member, District 3

Patrick Phat Bui
Council Member, District 4

Kim B. Nguyen
Council Member, District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Ana Pulido
Dept.:	City Manager	Dept.:	City Manager
Subject:	Adoption of a Proclamation celebrating the 40th anniversary of Acacia Adult Day Services. (<i>Action Item</i>)	Date:	9/24/2019

Attached is a Proclamation celebrating the 40th anniversary with Garden Grove's Acacia Adult Day Services recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/19/2019	Proclamation	9-24-19_Acacia_Adult_Day_Services_40th_AnniversaryACACIA_ADULT_DAY_SERVICES_40TH_ANNIV.docx

PROCLAMATION

ACACIA ADULT DAY SERVICES 40TH ANNIVERSARY

WHEREAS, In 1976, Dr. Miles Aker, a minister from the local United Methodist Church, brought the concept of adult day services from his travels to Hawaii, to a small group from his church looking for ways to expand the continuum of care, services, and resources for seniors while remaining with their families in their community;

WHEREAS, the group proposed opening a community adult day care program to the City of Garden Grove, who in turn, obtained funding for the pilot program through a grant from the Office of Aging;

WHEREAS, on September 17, 1979, the Garden Grove Adult Day Care Center opened its doors at the United Methodist Church on Main Street, with eight participants; founding members Mallory Vega, Acacia Executive Director and Vice President of Direct Care Services, AOC, and Julie Duarte, Program Director, have remained with the center since its inception;

WHEREAS, in 1997, the center moved to its current location on Acacia Parkway, and re-named Acacia Adult Day Services; in 2007, Acacia merged with Alzheimer's OC to further expand the services to Garden Grove and surrounding communities in Central and North Orange County;

WHEREAS, today, Acacia Adult Day Services, a CalOptima PACE Alternate Care Site, serves the medical and social needs of over 100 participants experiencing physical disabilities, cognitive disabilities, chronic health conditions, or life-long physical impairments, with services that enhance daily life for both participants and caregivers; and

WHEREAS, over its 40-year history, Acacia Adult Day Services has received numerous accolades, essential grant awards, and developed collaborative partnerships with organizations such as the OCTA and SCAN, and continues to be a deeply-trusted and esteemed member of the Garden Grove community that has diligently ensured the crucial well-being of our growing older-adult population for four decades.

NOW, THEREFORE, BE IT PROCLAIMED, that the City of Garden Grove City Council does hereby celebrate the 40th Anniversary of Acacia Adult Day Services, offering our highest appreciation and congratulations for 40 years of exceptional service to our community.

September 24, 2019

Steven R. Jones, *Mayor*

Stephanie Klopfenstein
Mayor Pro Tem–District 5

George S. Brietigam
Council Member–District 1

John O'Neill
Council Member–District 2

Thu-Ha Nguyen
Council Member–District 3

Patrick Phat Bui
Council Member–District 4

Kim B. Nguyen
Council Member–District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing National Red Ribbon Week from October 23-31, 2019 in Garden Grove. (*Action Item*) Date: 9/24/2019

Attached is a Proclamation recognizing National Red Ribbon Week recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/19/2019	Proclamation	9-24-19_Nation_Red_Ribbon_Week_Proclamation.pdf

PROCLAMATION

Recognizing National Red Ribbon Week
October 23 through October 31, 2019

WHEREAS, alcohol and drug abuse has reached epidemic stages throughout the nation;

WHEREAS, it is imperative that visible and unified prevention education efforts by community members be launched to eliminate the demand for drugs;

WHEREAS, National Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs);

WHEREAS, National Red Ribbon Week will be celebrated in every community in the nation during Red Ribbon Week, October 23rd through the 31st;

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during National Red Ribbon Week; and

WHEREAS, the City of Garden Grove, encourages its citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to being drug-free.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Garden Grove City Council that October 23 through October 31, 2019, be and is hereby, officially recognized as National Red Ribbon Week in Garden Grove.

September 24, 2019

Steven R. Jones, *Mayor*

Stephanie Klopfenstein
Mayor Pro Tem, District 5

George S. Brietigam
Council Member, District 1

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Council Member, District 2

Thu-Ha Nguyen
Council Member, District 3

Patrick Phat Bui
Council Member, District 4

Kim B. Nguyen
Council Member, District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an Amendment to the Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal, for Recycling Cart Rate Implementation. (<i>Joint Action Item with the Garden Grove Sanitary District.</i>)		
		Date:	9/24/2019

OBJECTIVE

To obtain approval by the Garden Grove City Council and the Garden Grove Sanitary District Board of an amendment to the agreement with Republic Services Waste Services of Southern California LLC, dba Garden Grove Disposal, for a recycling cart rate implementation.

BACKGROUND

Assembly Bill (AB) 341 (Chapter 476, Statutes of 2011) was signed by Governor Brown in 2011. AB 341 requires businesses and multi-family complexes of five units or more, that generate four cubic yards or more of trash per week, to have a recycling program. Each local jurisdiction is required to offer a recycling program, inform businesses and multi-family complexes about the recycling requirement, and to keep track of the level of recycling participation within the community. In addition, each jurisdiction is required to report to CalRecycle, the state agency that oversees recycling and solid waste, progress toward meeting the requirements of AB 341.

DISCUSSION

Currently, all commercial businesses are offered a three cubic yard recycling bin when subscribing to a recycling service with the City's franchised hauler, Garden Grove Disposal. Newer developments with larger businesses have adequate space for recycling bins due to building codes and produce enough recyclable waste to fill the bins. Older developments with smaller businesses are faced with limited space and/or not enough recyclable materials produced to fill a three cubic yard bin. By providing businesses that cannot accommodate the larger bin with a smaller

container, this will reduce the incidences of material overflowing from the refuse container, as the customers can shift the recyclable materials from the refuse bins to the recycling carts. Garden Grove Disposal provided an alternative option for a 96 gallon recycling bin. To help the smaller businesses comply with this State mandate, it is recommended to implement a recycling cart program through an amendment to the existing contract with Garden Grove Disposal.

FINANCIAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation; and
- Authorize the City Manager to execute the agreement amendment on behalf of the City, and make minor modifications as appropriate thereto.

It is recommended that the Sanitary District Board:

- Approve Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation; and
- Authorize the General Manager to execute the agreement amendment on behalf of the Sanitary District, and make minor modifications as appropriate thereto.

By: A.J. Holmon III, Streets/Environmental Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment	9/9/2019	Agreement	Republic_Services_Amendment_4.pdf
EXHIBIT A	9/17/2019	Exhibit	9-24-19__Recycling_Cart_Rate-Exhibit_A.pdf

**AMENDMENT NO. 4
TO AGREEMENT AMONG CITY OF GARDEN GROVE, GARDEN GROVE SANITARY
DISTRICT AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC
dba GARDEN GROVE DISPOSAL
FOR SOLID WASTE HANDLING SERVICES
(COMMERCIAL SOURCE-SEPARATED RECYCLING SERVICES)**

This Amendment No. 4 ("Amendment") to the Agreement for Solid Waste Handling Services is entered into to be effective as of the ____ day of _____, 2019, by and among the CITY OF GARDEN GROVE, a municipal corporation, the GARDEN GROVE SANITARY DISTRICT, a subsidiary special district formed and existing pursuant to the Sanitary District Act of 1923, California Health and Safety Code Section 6400 et seq., and REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC ("Republic"), a Delaware Limited Liability Company dba GARDEN GROVE DISPOSAL. The City and District are hereby collectively referred to as "City." The City, District and Republic are hereby collectively referred to as the "Parties."

R E C I T A L S:

A. Effective July 1, 2010, the Parties hereto entered into the Agreement Between City of Garden Grove, Garden Grove Sanitary District and Republic Services of Southern California, LLC dba Garden Grove Disposal for Solid Waste Handling Services ("Agreement").

B. Pursuant to Section 8.3.4 of the Agreement, Republic is required to design and present a program to the City to comply with any new requirement imposed upon the City or Republic by CalRecycle, or any Federal, State or Local law or regulation, and the Parties are required to meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in the Agreement for the implementation of any new source separated program for the collection of any waste material not already covered under the Agreement.

C. In 2011, the State of California enacted AB 341, requiring the implementation of mandatory commercial recycling beginning July 1, 2012.

D. In August 2012, a three cubic yard recycling bin rate was approved by the City.

E. Currently, commercial customers, including multi-family residential customers, can subscribe to recycling services using the typical three cubic yard bins maintained on the required trash enclosures within their properties. However, many properties do not have room in their trash enclosures and properties for multiple three cubic yard bins to source-separate recyclables from other waste. Consequently, the City has determined that a smaller recycling cart is necessary to accommodate customers that must comply with AB 341 but do not have the space for a three cubic yard recycling bin.

F. An amendment to the rate structure of the Agreement is required to establish a new 96-gallon recycling cart for commercial accounts.

G. Pursuant to Recital E of the Agreement, incorporated into the Agreement by reference per Section 1 thereto, the Parties intend that Republic, and not the City, shall be solely

responsible for establishing and collecting all charges for Solid Waste Handling Services provided by Republic pursuant to the Agreement.

C O V E N A N T S:

NOW, THEREFORE, for and in consideration of the terms and conditions of this Amendment, the Parties hereby agree as follows:

SECTION 1. Section 2 (Definitions) of the Agreement is hereby amended to include the following definitions:

AB 341

“AB 341” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011), modifying AB 939, the California Integrated Waste Management Act of 1989, Division 30 of the California Public Resources Code (Commencing with Section 40000 et seq.), as amended, supplemented, superseded, and replaced from time to time.

Source-Separated

“Source-Separated” means the segregation into separate Containers by the waste generator of individual components of material which otherwise would become Solid Waste (such as glass bottles, metal cans, newspapers, plastic containers, etc.) into separate Container(s) for the sole purpose of Recycling of such materials. Source separation includes the segregation of recyclable materials for single stream recyclables collection.

SECTION 2. Section 8.3 of the Agreement is hereby amended to add the following provisions:

8.3.7 Source-Separated Recycling Program for Commercial Premises

(a) Republic shall offer Source-Separated Recycling services to all Commercial Premises and City facilities.

(b) Republic shall offer Recycling services based on the Container size and service frequency as contained in the Rate Schedule in Exhibit 1. The services offered shall include a three-cubic yard bin and a 96-gallon cart, collected one to six times per week.

SECTION 3. Section 23.1 (Monthly Reports) of the Agreement is amended to read as follows:

23.1 Monthly Reports

At a minimum, Republic shall report the following to City on a monthly basis: Solid Waste Collected from Residential Premises (excluding MFRFs) by Republic for each month, sorted by type of Solid Waste in tons, broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, and mixed paper), as well as by customer type (i.e., single family, multi-family, etc.); Solid Waste Collected from

commercial and industrial Customers (including MFRFs) by Republic for each month, sorted by tonnage and loads, broken down at a level acceptable to City; the Facilities where all Solid Waste Collected was processed or disposed; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers; a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate; a listing, in a format approved by the City, of all Commercial Premises that meet the threshold of AB 341 and receive Source-Separated Recycling Collection Services from Republic.

SECTION 4. Section 23.2 (Quarterly Reports) of the Agreement is hereby amended to add the following provisions:

23.2.3 Quarterly Commercial Premises Recycling Program Reporting Requirements

Republic shall provide the following to the City on a quarterly basis, and annually thereafter, in a format approved by the City:

- The total number of Commercial Premises serviced by the Republic that meet the thresholds of AB 341;
- The number of Republic Commercial Premises that subscribe to the Republic provided Recycling program; and,
- A complete customer listing which includes at a minimum:
 - Account number
 - Customer name
 - Customer billing contact information (contact person, address, telephone number)
 - Customer service address
 - Refuse level of service (number and size of containers, collections per week)
 - Recycling level of service (number and size of containers, collections per week).

SECTION 5. Section 24 (Compensation) of the Agreement is hereby amended to add the following provisions:

24.10 Source-Separated Commercial Premises Recycling Compensation Adjustment

Republic shall provide Source-Separated Recycling services to Commercial Premises at rates it sets, charges to, and collects from Customers, which rates are listed in Exhibit A. Commencing on July 1, 2020, the service component associated with the Source-Separated Commercial Premises Recycling maximum rates as set forth in Exhibit A may be adjusted by Republic, and such rates may be adjusted by Republic annually thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), by multiplying such service component by a percentage equal to the change in the Consumer Price Index ("CPI") for All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally

adjusted (CUURS49ASA0) average for the twelve (12) month period ending on the date of January 31 immediately prior to the applicable Adjustment Date (the "CPI Adjustment). Notwithstanding the foregoing, the CPI Adjustment shall not exceed five percent (5%) in any given year. At least forty-five (45) days prior to each Adjustment Date, Republic shall provide the City Manager with data supporting the basis for its calculations, so that City may review and verify the accuracy of Republic's calculations. No CPI Adjustment shall become effective until the City Manager confirms the accuracy of Republic's calculations and the submitted revised Exhibit A.

SECTION 6. The "Approved Republic Rate Schedule" in Exhibit A of the Agreement is amended to include a 96-gallon barrel service for Source-Separated Commercial Premises Recycling Service and collection rates as shown in Exhibit 1, attached hereto and incorporated herein by reference.

SECTION 7. Except as expressly set forth herein, nothing in this Amendment shall affect or modify any other of the provisions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

CITY OF GARDEN GROVE

By: _____
Scott C. Stiles, City Manager

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

GARDEN GROVE SANITARY DISTRICT

By: _____
Scott C. Stiles, General Manager

APPROVED AS TO FORM:

ATTEST:

General Counsel

Secretary

**REPUBLIC WASTE SERVICES OF
SOUTHERN CALIFORNIA, LLC dba
GARDEN GROVE DISPOSAL**

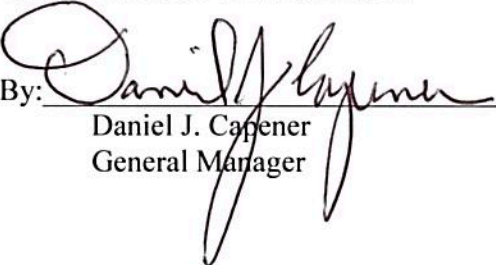
By: 
Daniel J. Capener
General Manager

EXHIBIT A

Garden Grove Commercial

Direct Billed by Republic Services

Effective July 1, 2019

DIRECT BILLED Permanent Service									
Container	Type	1X	2X	3X	4X	5X	6X	1 st Extra P/U	2nd Extra P/U @ same time
FL 2.00	Trash	171.95	273.62	375.23	476.89	578.51	680.16	78.29	42.58
FL 3.00	Trash	180.89	287.70	384.56	501.35	608.22	715.07	80.28	44.79
FL 3.00	Manure	199.84	324.02	448.32	572.65	696.99	821.30	94.51	94.51
FO 2.00	Organics/Food Waste	171.95	273.62	More than 2x per week service requires GM or Muni Manager Approval					
FO 2.00	Organics Bin - Contaminated p/u as trash	103.15	Billed for each occurrence						
FR 3.00	Recycle	154.92	235.79	316.69	397.55	478.46	559.34	74.29	38.82
FR 3.00	Recycle - Contaminated p/u as trash	38.82	Billed for each occurrence						
FL 3.00	30 Day Temp	199.91	302.86	405.86	508.79	611.82	714.78	107.47	107.47
FL 3.00 C	Mini Packer	282.72	509.30	735.92	962.45	1,189.08	1,415.65	129.17	129.17
FL 4.00	Trash	207.67	341.59	475.52	609.48	743.38	877.36	94.06	51.50
FL 6.00	Trash	225.70	358.87	492.08	625.23	758.42	891.57	100.24	55.94
HP .00	Pull Out Svc	61.34	122.67	184.00	245.35	306.68	368.00	61.34	61.34
CA 0.48	Comm Carts - TRASH	26.46	Rate is per cart – Limit 4 cart – supervisor approval required						
FR 0.48	Comm Carts - RECYCLE	29.46	58.92	Rate is per cart – Limit 4 cart – More than 2X per Wk requires GM or Muni Manager Approval					
FR 0.48	Recycle Cart - Contaminated p/u as trash	51.58	Billed for each occurrence						
OR 0.32	Comm Carts - ORGANICS	46.42	92.84	More than 2x per week service requires GM or Muni Manager Approval					
OR 0.32	Organics Cart - Contaminated p/u as trash	51.58	Billed for each occurrence						
Lock Latch	Monthly Rate (Code UNL)	2.31	4.62	6.93	9.24	11.55	13.86	2.31	2.31
ALL BINS	Special Access (Keys/Codes)	11.55	Monthly charge for any bin access that requires keys, gate codes, remotes, etc. CODE = ACC (Description on invoice is CONTAINER ACCESS)						
ALL BINS	Overage Charge	41.88	Billed for each occurrence						

MANAGEMENT APPROVAL MUST BE OBTAINED FOR RECYCLING SERVICES GREATER THAN 3X PER WEEK.

SUPERVISOR APPROVAL MUST BE OBTAINED PRIOR TO SETTING UP 4YD OR 6YD SERVICE
ONCE APPROVED, MUST CHECK WITH SPECIAL SERVICES FOR INVENTORY PRIOR TO SCHEDULING

EXTRA SERVICES				
Service Type	Svc Code	EXT Flag	Rate	Notes
Exchange Bin - No Charge	EXC	N	-	One time per year - No Charge
Exchange Bin	EXC	Y	86.63	Per bin charge - After first "free" per year
Extra Pickup	REG	Y	Varies	See Rates above
2 nd Extra Pickup (@ same time)	EP1	Y	Varies	More than one extra pick up @ the same time
Relocation	REL	Y	61.73	
Redeliver Bins (removed as a result of non-payment bin pull)	DEL	Y	87.82	After delinquent payment has been received, enter ADTB F2 Note to charge
Lock Latch Installation	LLK	Y	104.22	One-time fee
Steam Clean Container(s)	WAS	Y	111.25	Per Container

COMMERCIAL & MULTI-FAMILY BULKY PICK UP					
Type	Service Days	Svc Code	EXT Flag	Rate	Notes
No limit per calendar year; Max 10 items per collection	East - M/F	BUL	Y	52.69	<u>Dividing Line: Brookhurst</u>
	West - T/W/TH				Includes first 2 items
Items after 2	East - M/F	BU1	Y	7.02	No building materials, auto parts, tires, e-waste, universal or hazardous waste
	West - T/W/TH				Per item charge; Limit 10 items per collection
Refrigerator	Friday	APN	Y	49.18	Gas Recovery Fee This rate is IN ADDITION to the standard Bulky Item charge;
A/C unit					
Freezer					
Water Heater - All Sizes	East - M/F West - T/W/TH	AP1	Y	52.69	Per item charge
E-waste	Friday	ELP	N	-	Limit 10 items per collection

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 certifying commitment to projects submitted in the Fiscal Years 2020/21 through 2025/26 Federal Transportation Improvement Program. (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

To maintain eligibility with the Fiscal Year 2020/21 Federal Transportation Improvement Program (FTIP) by adopting a resolution certifying the city's financial commitment for existing and future FTIP projects.

BACKGROUND

The Federal Transportation Improvement Program (FTIP) is the primary means of implementing the Regional Transportation Plan, which includes regionally significant projects funded with state and federal funds. The base FTIP is updated every two years and the 2021 FTIP covers Fiscal Years 2020/21 through 2025/26.

DISCUSSION

The Orange County Transportation Authority (OCTA) requires a City Council resolution certifying that funding listed in current and future city projects are available and committed from each local agency. Further, the City ensures capital funding is available for state and federal matching requirements in developing the annual capital improvement program.

FINANCIAL IMPACT

There is no impact to the General Fund. The attached resolution is required for future state or federal grant funding.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution certifying a commitment to fund projects submitted for inclusion in Fiscal Years 2020/21 through 2025/26 Transportation Improvement Program.

By: Ana V. Neal, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution	9/18/2019	Resolution	9-24- 19_cc_2019_FTIP_Resolution.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
CERTIFYING THAT THE CITY HAS THE RESOURCES TO FUND THE PROJECTS
SUBMITTED FOR INCLUSION IN FISCAL YEARS 2020/2021 THROUGH
2025/2026 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMING
THE CITY'S COMMITMENT TO IMPLEMENT ALL THE PROJECTS SUBMITTED TO
THE PROGRAM

WHEREAS, the City of Garden Grove is located within the
metropolitan planning boundaries of the Southern California Association of
Governments;

WHEREAS, the City Council has authorized project submittals to the
Orange County Transportation Authority's (OCTA) Federal Transportation
Improvement Program (FTIP);

WHEREAS, the City of Garden Grove is the lead agency for projects
and will comply with local, state, and federal provisions including but not
limited to the Federal Transportation Improvement Program, California
Environmental Quality Act, National Environmental Policy Act, Americans with
Disabilities Act, and Buy America; and

WHEREAS, the City of Garden Grove agrees to construct
Transportation Control Measures projects as noted in the amendments in a
timely manner.

NOW, THEREFORE, BE IT RESOLVED that the City of Garden Grove
does hereby affirm the City's commitment to the projects submitted in the
2021 Federal Transportation Improvement Program

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution amending the City of Garden Grove's Salary Schedule. (<i>Action Item</i>)	Date:	9/24/2019

OBJECTIVE

For the City Council to adopt a Resolution approving the updated Salary Schedule for the City of Garden Grove.

BACKGROUND

California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws.

DISCUSSION

In order to comply with the statutory and regulatory requirements for publicly available pay schedules, Garden Grove City Council is required to amend the salary schedule to reflect the current pay rate for each of the City's job classifications. The attached salary schedule has been updated in accordance with the Memorandums of Understanding with the Orange County Employee's Association and the Orange County Employee's Association League Chapter; the Garden Grove Police Association and the Garden Grove Police Management Association; and the Middle Management and Central Management Resolutions.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution to approve amending the City of Garden Grove Salary Schedule.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	9/18/2019	Resolution	Public_Salary_Resolution_2019.docx
Salary Schedule	9/18/2019	Backup Material	Paymosal_(FT)_2019-07-13.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CA
APPROVING THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE AS
REQUIRED BY CALPERS FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Garden Grove ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to amend the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to certain salaries which became effective on July 13, 2019.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A," attached hereto and made a part hereof, is hereby amended and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

SECTION 2. That the City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

EXHIBIT A

CITY OF GARDEN GROVE PAY RATES EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
053	ACCOUNT SPEC	E112	A	3377.00	1558.62	19.4827
			B	3546.00	1636.62	20.4577
			C	3724.00	1718.77	21.4846
			D	3910.00	1804.62	22.5577
			E	4105.00	1894.62	23.6827
			F	4310.00	1989.23	24.8654
			G	4526.00	2088.92	26.1115
			H	4752.00	2193.23	27.4154
054	ACCOUNTANT	E160	A	5444.00	2512.62	31.4077
			B	5716.00	2638.15	32.9769
			C	6002.00	2770.15	34.6269
			D	6302.00	2908.62	36.3577
			E	6617.00	3054.00	38.1750
			F	6948.00	3206.77	40.0846
			G	7295.00	3366.92	42.0865
			H	7660.00	3535.38	44.1923
039	ACCOUNTING MGR	M194	A	7489.00	3456.46	43.2058
			B	7863.00	3629.08	45.3635
			C	8256.00	3810.46	47.6308
			D	8669.00	4001.08	50.0135
			E	9103.00	4201.38	52.5173
			F	9558.00	4411.38	55.1423
			G	10036.00	4632.00	57.9000
			H	10537.00	4863.23	60.7904
015	ACCOUNTING SUPV	M176	A	6260.00	2889.23	36.1154
			B	6573.00	3033.69	37.9212
			C	6901.00	3185.08	39.8135
			D	7246.00	3344.31	41.8038
			E	7609.00	3511.85	43.8981
			F	7989.00	3687.23	46.0904
			G	8389.00	3871.85	48.3981
			H	8808.00	4065.23	50.8154
060	ACCOUNTING TECH	E152	A	5028.00	2320.62	29.0077
			B	5279.00	2436.46	30.4558
			C	5543.00	2558.31	31.9788
			D	5820.00	2686.15	33.5769
			E	6111.00	2820.46	35.2558
			F	6417.00	2961.69	37.0212
			G	6737.00	3109.38	38.8673
			H	7074.00	3264.92	40.8115
024	ADMIN AIDE	E135	A	4247.00	1960.15	24.5019
			B	4459.00	2058.00	25.7250
			C	4682.00	2160.92	27.0115
			D	4916.00	2268.92	28.3615
			E	5162.00	2382.46	29.7808
			F	5420.00	2501.54	31.2692
			G	5691.00	2626.62	32.8327
			H	5975.00	2757.69	34.4712

CITY OF GARDEN GROVE PAY RATES
EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
016	ADMIN ANALYST	M150	A	4834.00	2231.08	27.8885
			B	5076.00	2342.77	29.2846
			C	5329.00	2459.54	30.7442
			D	5596.00	2582.77	32.2846
			E	5876.00	2712.00	33.9000
			F	6169.00	2847.23	35.5904
			G	6478.00	2989.85	37.3731
			H	6802.00	3139.38	39.2423
063	ADMIN SECRETARY	M162	A	5445.00	2513.08	31.4135
			B	5717.00	2638.62	32.9827
			C	6003.00	2770.62	34.6327
			D	6303.00	2909.08	36.3635
			E	6618.00	3054.46	38.1808
			F	6949.00	3207.23	40.0904
			G	7297.00	3367.85	42.0981
			H	7661.00	3535.85	44.1981
202	ANIMAL CONTROL OFFCR	E153	A	5078.00	2343.69	29.2962
			B	5332.00	2460.92	30.7615
			C	5598.00	2583.69	32.2962
			D	5878.00	2712.92	33.9115
			E	6172.00	2848.62	35.6077
			F	6481.00	2991.23	37.3904
			G	6805.00	3140.77	39.2596
			H	7145.00	3297.69	41.2212
073	ASSIST BUYER	E134	A	4203.00	1939.85	24.2481
			B	4413.00	2036.77	25.4596
			C	4633.00	2138.31	26.7288
			D	4865.00	2245.38	28.0673
			E	5108.00	2357.54	29.4692
			F	5364.00	2475.69	30.9462
			G	5632.00	2599.38	32.4923
			H	5913.00	2729.08	34.1135
027	ASSIST CITY MGR	C255	A	13742.00	6342.46	79.2808
			B	14429.00	6659.54	83.2442
			C	15151.00	6992.77	87.4096
			D	15908.00	7342.15	91.7769
			E	16704.00	7709.54	96.3692
			F	17539.00	8094.92	101.1865
			G	18416.00	8499.69	106.2462
			H	19337.00	8924.77	111.5596
286	ASSIST COMM SVS SUPV	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038

CITY OF GARDEN GROVE PAY RATES
EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
214	ASSIST ENGINEER	E175	A	6321.00	2917.38	36.4673
			B	6637.00	3063.23	38.2904
			C	6969.00	3216.46	40.2058
			D	7318.00	3377.54	42.2192
			E	7683.00	3546.00	44.3250
			F	8068.00	3723.69	46.5462
			G	8471.00	3909.69	48.8712
			H	8895.00	4105.38	51.3173
271	ASSIST PLANNER	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038
012	ASSIST TO CITY MGR	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346
215	ASSOC ENGINEER	E195	A	7713.00	3559.85	44.4981
			B	8099.00	3738.00	46.7250
			C	8504.00	3924.92	49.0615
			D	8929.00	4121.08	51.5135
			E	9375.00	4326.92	54.0865
			F	9844.00	4543.38	56.7923
			G	10336.00	4770.46	59.6308
			H	10853.00	5009.08	62.6135
272	ASSOC PLANNER	E161	A	5498.00	2537.54	31.7192
			B	5773.00	2664.46	33.3058
			C	6062.00	2797.85	34.9731
			D	6365.00	2937.69	36.7212
			E	6683.00	3084.46	38.5558
			F	7017.00	3238.62	40.4827
			G	7368.00	3400.62	42.5077
			H	7736.00	3570.46	44.6308
130	BENEFITS SUPV	M171	A	5956.00	2748.92	34.3615
			B	6254.00	2886.46	36.0808
			C	6567.00	3030.92	37.8865
			D	6895.00	3182.31	39.7788
			E	7240.00	3341.54	41.7692
			F	7602.00	3508.62	43.8577
			G	7982.00	3684.00	46.0500
			H	8381.00	3868.15	48.3519

CITY OF GARDEN GROVE PAY RATES
EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
230	BLDG INSPCTR	E160	A	5444.00	2512.62	31.4077
			B	5716.00	2638.15	32.9769
			C	6002.00	2770.15	34.6269
			D	6302.00	2908.62	36.3577
			E	6617.00	3054.00	38.1750
			F	6948.00	3206.77	40.0846
			G	7295.00	3366.92	42.0865
			H	7660.00	3535.38	44.1923
238	BLDG OFFICIAL	M215	A	9228.00	4259.08	53.2385
			B	9689.00	4471.85	55.8981
			C	10174.00	4695.69	58.6962
			D	10683.00	4930.62	61.6327
			E	11217.00	5177.08	64.7135
			F	11778.00	5436.00	67.9500
			G	12367.00	5707.85	71.3481
			H	12985.00	5993.08	74.9135
031	BUDGET SVS MGR	M194	A	7489.00	3456.46	43.2058
			B	7863.00	3629.08	45.3635
			C	8256.00	3810.46	47.6308
			D	8669.00	4001.08	50.0135
			E	9103.00	4201.38	52.5173
			F	9558.00	4411.38	55.1423
			G	10036.00	4632.00	57.9000
			H	10537.00	4863.23	60.7904
241	BUSINESS TAX INSPCTR	E143	A	4597.00	2121.69	26.5212
			B	4827.00	2227.85	27.8481
			C	5068.00	2339.08	29.2385
			D	5322.00	2456.31	30.7038
			E	5588.00	2579.08	32.2385
			F	5867.00	2707.85	33.8481
			G	6161.00	2843.54	35.5442
			H	6469.00	2985.69	37.3212
029	BUSINESS TAX SUPV	M166	A	5666.00	2615.08	32.6885
			B	5950.00	2746.15	34.3269
			C	6247.00	2883.23	36.0404
			D	6559.00	3027.23	37.8404
			E	6887.00	3178.62	39.7327
			F	7232.00	3337.85	41.7231
			G	7593.00	3504.46	43.8058
			H	7973.00	3679.85	45.9981
072	BUYER	E154	A	5128.00	2366.77	29.5846
			B	5384.00	2484.92	31.0615
			C	5654.00	2609.54	32.6192
			D	5936.00	2739.69	34.2462
			E	6233.00	2876.77	35.9596
			F	6545.00	3020.77	37.7596
			G	6872.00	3171.69	39.6462
			H	7216.00	3330.46	41.6308

CITY OF GARDEN GROVE PAY RATES
EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
019	CABLE PROD COORD	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038
038	CABLE PROD SUPV	M166	A	5666.00	2615.08	32.6885
			B	5950.00	2746.15	34.3269
			C	6247.00	2883.23	36.0404
			D	6559.00	3027.23	37.8404
			E	6887.00	3178.62	39.7327
			F	7232.00	3337.85	41.7231
			G	7593.00	3504.46	43.8058
			H	7973.00	3679.85	45.9981
240	CHIEF OF COLLECTIONS	M171	A	5956.00	2748.92	34.3615
			B	6254.00	2886.46	36.0808
			C	6567.00	3030.92	37.8865
			D	6895.00	3182.31	39.7788
			E	7240.00	3341.54	41.7692
			F	7602.00	3508.62	43.8577
			G	7982.00	3684.00	46.0500
			H	8381.00	3868.15	48.3519
125	CITY ATTORNEY	C	A	0.00	0.00	
			B			
			C			
			D			
			E			
			F			
			G			
			H			
020	CITY CLERK	M199	A	7871.00	3632.77	45.4096
			B	8265.00	3814.62	47.6827
			C	8678.00	4005.23	50.0654
			D	9112.00	4205.54	52.5692
			E	9567.00	4415.54	55.1942
			F	10046.00	4636.62	57.9577
			G	10548.00	4868.31	60.8538
			H	11075.00	5111.54	63.8942
200	CITY ENGINEER	M224	A	10093.00	4658.31	58.2288
			B	10598.00	4891.38	61.1423
			C	11128.00	5136.00	64.2000
			D	11684.00	5392.62	67.4077
			E	12268.00	5662.15	70.7769
			F	12882.00	5945.54	74.3192
			G	13526.00	6242.77	78.0346
			H	14202.00	6554.77	81.9346

CITY OF GARDEN GROVE PAY RATES
EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
120	CITY MGR	C900	A	0.00	0.00	
			B			
			C			
			D			
			E			
			F			
			G	22080.00	10190.77	127.3846
			H			
058	CLERICAL ASSIST	E108	A	3246.00	1498.15	18.7269
			B	3408.00	1572.92	19.6615
			C	3579.00	1651.85	20.6481
			D	3758.00	1734.46	21.6808
			E	3946.00	1821.23	22.7654
			F	4143.00	1912.15	23.9019
			G	4350.00	2007.69	25.0962
			H	4568.00	2108.31	26.3538
235	CODE ENFORCE OFFCR	E153	A	5078.00	2343.69	29.2962
			B	5332.00	2460.92	30.7615
			C	5598.00	2583.69	32.2962
			D	5878.00	2712.92	33.9115
			E	6172.00	2848.62	35.6077
			F	6481.00	2991.23	37.3904
			G	6805.00	3140.77	39.2596
			H	7145.00	3297.69	41.2212
243	CODE ENFORCE SUPV	M179	A	6449.00	2976.46	37.2058
			B	6772.00	3125.54	39.0692
			C	7110.00	3281.54	41.0192
			D	7466.00	3445.85	43.0731
			E	7839.00	3618.00	45.2250
			F	8231.00	3798.92	47.4865
			G	8643.00	3989.08	49.8635
			H	9075.00	4188.46	52.3558
034	COMM DEV DIR	C245	A	12439.00	5741.08	71.7635
			B	13061.00	6028.15	75.3519
			C	13714.00	6329.54	79.1192
			D	14400.00	6646.15	83.0769
			E	15120.00	6978.46	87.2308
			F	15876.00	7327.38	91.5923
			G	16670.00	7693.85	96.1731
			H	17503.00	8078.31	100.9788
085	COMM SHIFT SUPV	E160	A	5444.00	2512.62	31.4077
			B	5716.00	2638.15	32.9769
			C	6002.00	2770.15	34.6269
			D	6302.00	2908.62	36.3577
			E	6617.00	3054.00	38.1750
			F	6948.00	3206.77	40.0846
			G	7295.00	3366.92	42.0865
			H	7660.00	3535.38	44.1923

CITY OF GARDEN GROVE PAY RATES
EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
099	COMM SVC OFFCR	E131	A	4081.00	1883.54	23.5442
			B	4285.00	1977.69	24.7212
			C	4499.00	2076.46	25.9558
			D	4724.00	2180.31	27.2538
			E	4960.00	2289.23	28.6154
			F	5208.00	2403.69	30.0462
			G	5468.00	2523.69	31.5462
			H	5742.00	2650.15	33.1269
289	COMM SVS COORD	E130	A	4040.00	1864.62	23.3077
			B	4242.00	1957.85	24.4731
			C	4454.00	2055.69	25.6962
			D	4676.00	2158.15	26.9769
			E	4910.00	2266.15	28.3269
			F	5156.00	2379.69	29.7462
			G	5413.00	2498.31	31.2288
			H	5684.00	2623.38	32.7923
035	COMM SVS DIR	C240	A	11836.00	5462.77	68.2846
			B	12427.00	5735.54	71.6942
			C	13049.00	6022.62	75.2827
			D	13701.00	6323.54	79.0442
			E	14386.00	6639.69	82.9962
			F	15106.00	6972.00	87.1500
			G	15861.00	7320.46	91.5058
			H	16654.00	7686.46	96.0808
287	COMM SVS SUPV	M176	A	6260.00	2889.23	36.1154
			B	6573.00	3033.69	37.9212
			C	6901.00	3185.08	39.8135
			D	7246.00	3344.31	41.8038
			E	7609.00	3511.85	43.8981
			F	7989.00	3687.23	46.0904
			G	8389.00	3871.85	48.3981
			H	8808.00	4065.23	50.8154
228	CONSTR INSPCTR	E161	A	5498.00	2537.54	31.7192
			B	5773.00	2664.46	33.3058
			C	6062.00	2797.85	34.9731
			D	6365.00	2937.69	36.7212
			E	6683.00	3084.46	38.5558
			F	7017.00	3238.62	40.4827
			G	7368.00	3400.62	42.5077
			H	7736.00	3570.46	44.6308
306	CORPORAL	P181	A	6664.00	3075.69	38.4462
			B	6997.00	3229.38	40.3673
			C	7347.00	3390.92	42.3865
			D	7715.00	3560.77	44.5096
			E	8100.00	3738.46	46.7308
			F	8505.00	3925.38	49.0673
			G	8931.00	4122.00	51.5250
			H	9288.00	4286.77	53.5846

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
330	CORPORAL II	P183.5	A	6831.00	3152.77	39.4096
			B	7172.00	3310.15	41.3769
			C	7531.00	3475.85	43.4481
			D	7907.00	3649.38	45.6173
			E	8303.00	3832.15	47.9019
			F	8718.00	4023.69	50.2962
			G	9154.00	4224.92	52.8115
			H	9520.00	4393.85	54.9231
447	CUSTODIAL SUPV	M160	A	5338.00	2463.69	30.7962
			B	5605.00	2586.92	32.3365
			C	5885.00	2716.15	33.9519
			D	6180.00	2852.31	35.6538
			E	6489.00	2994.92	37.4365
			F	6813.00	3144.46	39.3058
			G	7154.00	3301.85	41.2731
			H	7511.00	3466.62	43.3327
445	CUSTODIAN	U108	A	3247.00	1498.62	18.7327
			B	3410.00	1573.85	19.6731
			C	3580.00	1652.31	20.6538
			D	3759.00	1734.92	21.6865
			E	3947.00	1821.69	22.7712
			F	4144.00	1912.62	23.9077
			G	4352.00	2008.62	25.1077
			H	4569.00	2108.77	26.3596
062	DEPT SECRETARY	E143	A	4597.00	2121.69	26.5212
			B	4827.00	2227.85	27.8481
			C	5068.00	2339.08	29.2385
			D	5322.00	2456.31	30.7038
			E	5588.00	2579.08	32.2385
			F	5867.00	2707.85	33.8481
			G	6161.00	2843.54	35.5442
			H	6469.00	2985.69	37.3212
021	DEPUTY CITY CLERK	M157	A	5180.00	2390.77	29.8846
			B	5439.00	2510.31	31.3788
			C	5711.00	2635.85	32.9481
			D	5997.00	2767.85	34.5981
			E	6297.00	2906.31	36.3288
			F	6612.00	3051.69	38.1462
			G	6942.00	3204.00	40.0500
			H	7289.00	3364.15	42.0519
037	DEPUTY CITY MGR	C240	A	11836.00	5462.77	68.2846
			B	12427.00	5735.54	71.6942
			C	13049.00	6022.62	75.2827
			D	13701.00	6323.54	79.0442
			E	14386.00	6639.69	82.9962
			F	15106.00	6972.00	87.1500
			G	15861.00	7320.46	91.5058
			H	16654.00	7686.46	96.0808

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
046	DEPUTY DIR	M215	A	9228.00	4259.08	53.2385
			B	9689.00	4471.85	55.8981
			C	10174.00	4695.69	58.6962
			D	10683.00	4930.62	61.6327
			E	11217.00	5177.08	64.7135
			F	11778.00	5436.00	67.9500
			G	12367.00	5707.85	71.3481
			H	12985.00	5993.08	74.9135
049	DIVISION MGR	M204	A	8271.00	3817.38	47.7173
			B	8684.00	4008.00	50.1000
			C	9118.00	4208.31	52.6038
			D	9574.00	4418.77	55.2346
			E	10053.00	4639.85	57.9981
			F	10556.00	4872.00	60.9000
			G	11084.00	5115.69	63.9462
			H	11638.00	5371.38	67.1423
028	ECON DEV DIR	C245	A	12439.00	5741.08	71.7635
			B	13061.00	6028.15	75.3519
			C	13714.00	6329.54	79.1192
			D	14400.00	6646.15	83.0769
			E	15120.00	6978.46	87.2308
			F	15876.00	7327.38	91.5923
			G	16670.00	7693.85	96.1731
			H	17503.00	8078.31	100.9788
269	ECON DEV MGR	M215	A	9228.00	4259.08	53.2385
			B	9689.00	4471.85	55.8981
			C	10174.00	4695.69	58.6962
			D	10683.00	4930.62	61.6327
			E	11217.00	5177.08	64.7135
			F	11778.00	5436.00	67.9500
			G	12367.00	5707.85	71.3481
			H	12985.00	5993.08	74.9135
259	ECON DEV SPEC	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038
273	ELIGIBILITY TECH	E128	A	3960.00	1827.69	22.8462
			B	4158.00	1919.08	23.9885
			C	4365.00	2014.62	25.1827
			D	4584.00	2115.69	26.4462
			E	4813.00	2221.38	27.7673
			F	5054.00	2332.62	29.1577
			G	5306.00	2448.92	30.6115
			H	5572.00	2571.69	32.1462

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
501	EMERGENCY OPERATIONS COORDINATOR	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346
042	EMPLOYEE DEV DIR	C240	A	11836.00	5462.77	68.2846
			B	12427.00	5735.54	71.6942
			C	13049.00	6022.62	75.2827
			D	13701.00	6323.54	79.0442
			E	14386.00	6639.69	82.9962
			F	15106.00	6972.00	87.1500
			G	15861.00	7320.46	91.5058
			H	16654.00	7686.46	96.0808
274	EMPLOYMENT SPEC	E125	A	3844.00	1774.15	22.1769
			B	4036.00	1862.77	23.2846
			C	4238.00	1956.00	24.4500
			D	4450.00	2053.85	25.6731
			E	4672.00	2156.31	26.9538
			F	4906.00	2264.31	28.3038
			G	5151.00	2377.38	29.7173
			H	5409.00	2496.46	31.2058
211	ENGINEERING TECH	E149	A	4880.00	2252.31	28.1538
			B	5124.00	2364.92	29.5615
			C	5380.00	2483.08	31.0385
			D	5649.00	2607.23	32.5904
			E	5932.00	2737.85	34.2231
			F	6228.00	2874.46	35.9308
			G	6540.00	3018.46	37.7308
			H	6867.00	3169.38	39.6173
262	ENVIRO SVS MGR	M204	A	8271.00	3817.38	47.7173
			B	8684.00	4008.00	50.1000
			C	9118.00	4208.31	52.6038
			D	9574.00	4418.77	55.2346
			E	10053.00	4639.85	57.9981
			F	10556.00	4872.00	60.9000
			G	11084.00	5115.69	63.9462
			H	11638.00	5371.38	67.1423
236	ENVIRO SVS SPEC	E143	A	4597.00	2121.69	26.5212
			B	4827.00	2227.85	27.8481
			C	5068.00	2339.08	29.2385
			D	5322.00	2456.31	30.7038
			E	5588.00	2579.08	32.2385
			F	5867.00	2707.85	33.8481
			G	6161.00	2843.54	35.5442
			H	6469.00	2985.69	37.3212

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
422	EQUIP MECH	U141	A	4509.00	2081.08	26.0135
			B	4734.00	2184.92	27.3115
			C	4971.00	2294.31	28.6788
			D	5220.00	2409.23	30.1154
			E	5481.00	2529.69	31.6212
			F	5755.00	2656.15	33.2019
			G	6042.00	2788.62	34.8577
			H	6345.00	2928.46	36.6058
421	EQUIP SVC WRKR	U117	A	3552.00	1639.38	20.4923
			B	3729.00	1721.08	21.5135
			C	3916.00	1807.38	22.5923
			D	4111.00	1897.38	23.7173
			E	4317.00	1992.46	24.9058
			F	4533.00	2092.15	26.1519
			G	4760.00	2196.92	27.4615
			H	4997.00	2306.31	28.8288
041	FINANCE DIR	C245	A	12439.00	5741.08	71.7635
			B	13061.00	6028.15	75.3519
			C	13714.00	6329.54	79.1192
			D	14400.00	6646.15	83.0769
			E	15120.00	6978.46	87.2308
			F	15876.00	7327.38	91.5923
			G	16670.00	7693.85	96.1731
			H	17503.00	8078.31	100.9788
030	FINANCE MGR	M204	A	8271.00	3817.38	47.7173
			B	8684.00	4008.00	50.1000
			C	9118.00	4208.31	52.6038
			D	9574.00	4418.77	55.2346
			E	10053.00	4639.85	57.9981
			F	10556.00	4872.00	60.9000
			G	11084.00	5115.69	63.9462
			H	11638.00	5371.38	67.1423
107	GIS COORD	E174	A	6259.00	2888.77	36.1096
			B	6572.00	3033.23	37.9154
			C	6900.00	3184.62	39.8077
			D	7245.00	3343.85	41.7981
			E	7607.00	3510.92	43.8865
			F	7988.00	3686.77	46.0846
			G	8387.00	3870.92	48.3865
			H	8807.00	4064.77	50.8096
088	GRAPHICS ASSIST	E115	A	3480.00	1606.15	20.0769
			B	3654.00	1686.46	21.0808
			C	3837.00	1770.92	22.1365
			D	4028.00	1859.08	23.2385
			E	4230.00	1952.31	24.4038
			F	4441.00	2049.69	25.6212
			G	4663.00	2152.15	26.9019
			H	4897.00	2260.15	28.2519

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
089	GRAPHICS DESIGNER	E135	A	4247.00	1960.15	24.5019
			B	4459.00	2058.00	25.7250
			C	4682.00	2160.92	27.0115
			D	4916.00	2268.92	28.3615
			E	5162.00	2382.46	29.7808
			F	5420.00	2501.54	31.2692
			G	5691.00	2626.62	32.8327
			H	5975.00	2757.69	34.4712
414	HEAVY EQUIP OPERATOR	U141	A	4509.00	2081.08	26.0135
			B	4734.00	2184.92	27.3115
			C	4971.00	2294.31	28.6788
			D	5220.00	2409.23	30.1154
			E	5481.00	2529.69	31.6212
			F	5755.00	2656.15	33.2019
			G	6042.00	2788.62	34.8577
			H	6345.00	2928.46	36.6058
234	HOUSING ASSIST	E135	A	4247.00	1960.15	24.5019
			B	4459.00	2058.00	25.7250
			C	4682.00	2160.92	27.0115
			D	4916.00	2268.92	28.3615
			E	5162.00	2382.46	29.7808
			F	5420.00	2501.54	31.2692
			G	5691.00	2626.62	32.8327
			H	5975.00	2757.69	34.4712
232	HOUSING SPEC	E140	A	4462.00	2059.38	25.7423
			B	4685.00	2162.31	27.0288
			C	4919.00	2270.31	28.3788
			D	5165.00	2383.85	29.7981
			E	5423.00	2502.92	31.2865
			F	5695.00	2628.46	32.8558
			G	5979.00	2759.54	34.4942
			H	6278.00	2897.54	36.2192
261	HOUSING SUPV	M171	A	5956.00	2748.92	34.3615
			B	6254.00	2886.46	36.0808
			C	6567.00	3030.92	37.8865
			D	6895.00	3182.31	39.7788
			E	7240.00	3341.54	41.7692
			F	7602.00	3508.62	43.8577
			G	7982.00	3684.00	46.0500
			H	8381.00	3868.15	48.3519
026	HUMAN RESOURCES DIR	C240	A	11836.00	5462.77	68.2846
			B	12427.00	5735.54	71.6942
			C	13049.00	6022.62	75.2827
			D	13701.00	6323.54	79.0442
			E	14386.00	6639.69	82.9962
			F	15106.00	6972.00	87.1500
			G	15861.00	7320.46	91.5058
			H	16654.00	7686.46	96.0808

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
131	HUMAN RESOURCES MGR	M199	A	7871.00	3632.77	45.4096
			B	8265.00	3814.62	47.6827
			C	8678.00	4005.23	50.0654
			D	9112.00	4205.54	52.5692
			E	9567.00	4415.54	55.1942
			F	10046.00	4636.62	57.9577
			G	10548.00	4868.31	60.8538
			H	11075.00	5111.54	63.8942
105	INFO SYSTEMS MGR	M220	A	9700.00	4476.92	55.9615
			B	10185.00	4700.77	58.7596
			C	10694.00	4935.69	61.6962
			D	11228.00	5182.15	64.7769
			E	11790.00	5441.54	68.0192
			F	12379.00	5713.38	71.4173
			G	12998.00	5999.08	74.9885
			H	13648.00	6299.08	78.7385
044	INFO TCHNLGY DIR	C240	A	11836.00	5462.77	68.2846
			B	12427.00	5735.54	71.6942
			C	13049.00	6022.62	75.2827
			D	13701.00	6323.54	79.0442
			E	14386.00	6639.69	82.9962
			F	15106.00	6972.00	87.1500
			G	15861.00	7320.46	91.5058
			H	16654.00	7686.46	96.0808
108	INFO TCHNLGY PRGMR	E179	A	6577.00	3035.54	37.9442
			B	6906.00	3187.38	39.8423
			C	7252.00	3347.08	41.8385
			D	7614.00	3514.15	43.9269
			E	7995.00	3690.00	46.1250
			F	8395.00	3874.62	48.4327
			G	8814.00	4068.00	50.8500
			H	9255.00	4271.54	53.3942
103	INFO TCHNLGY TECH	E149	A	4880.00	2252.31	28.1538
			B	5124.00	2364.92	29.5615
			C	5380.00	2483.08	31.0385
			D	5649.00	2607.23	32.5904
			E	5932.00	2737.85	34.2231
			F	6228.00	2874.46	35.9308
			G	6540.00	3018.46	37.7308
			H	6867.00	3169.38	39.6173
081	INSURANCE PROG COORD	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
061	JAILER/FLEET SUPV	M171	A	5956.00	2748.92	34.3615
			B	6254.00	2886.46	36.0808
			C	6567.00	3030.92	37.8865
			D	6895.00	3182.31	39.7788
			E	7240.00	3341.54	41.7692
			F	7602.00	3508.62	43.8577
			G	7982.00	3684.00	46.0500
			H	8381.00	3868.15	48.3519
416	MAINT REPAIR HELPER	U122	A	3732.00	1722.46	21.5308
			B	3919.00	1808.77	22.6096
			C	4115.00	1899.23	23.7404
			D	4320.00	1993.85	24.9231
			E	4536.00	2093.54	26.1692
			F	4763.00	2198.31	27.4788
			G	5001.00	2308.15	28.8519
			H	5251.00	2423.54	30.2942
415	MAINT REPAIR WRKR	U138	A	4376.00	2019.69	25.2462
			B	4595.00	2120.77	26.5096
			C	4824.00	2226.46	27.8308
			D	5065.00	2337.69	29.2212
			E	5319.00	2454.92	30.6865
			F	5585.00	2577.69	32.2212
			G	5864.00	2706.46	33.8308
			H	6157.00	2841.69	35.5212
301	MASTER OFFCR	P179	A	6540.00	3018.46	37.7308
			B	6867.00	3169.38	39.6173
			C	7210.00	3327.69	41.5962
			D	7570.00	3493.85	43.6731
			E	7949.00	3668.77	45.8596
			F	8346.00	3852.00	48.1500
			G	8764.00	4044.92	50.5615
			H	9114.00	4206.46	52.5808
325	MASTER OFFCR II	P181.5	A	6703.00	3093.69	38.6712
			B	7038.00	3248.31	40.6038
			C	7390.00	3410.77	42.6346
			D	7760.00	3581.54	44.7692
			E	8148.00	3760.62	47.0077
			F	8555.00	3948.46	49.3558
			G	8983.00	4146.00	51.8250
			H	9342.00	4311.69	53.8962
109	NETWORK ADMINISTRATOR	E179	A	6577.00	3035.54	37.9442
			B	6906.00	3187.38	39.8423
			C	7252.00	3347.08	41.8385
			D	7614.00	3514.15	43.9269
			E	7995.00	3690.00	46.1250
			F	8395.00	3874.62	48.4327
			G	8814.00	4068.00	50.8500
			H	9255.00	4271.54	53.3942

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
066	OFFICE ASSIST	E113	A	3410.00	1573.85	19.6731
			B	3581.00	1652.77	20.6596
			C	3760.00	1735.38	21.6923
			D	3948.00	1822.15	22.7769
			E	4145.00	1913.08	23.9135
			F	4352.00	2008.62	25.1077
			G	4570.00	2109.23	26.3654
			H	4798.00	2214.46	27.6808
406	PARK MAINT WRKR	U127	A	3923.00	1810.62	22.6327
			B	4119.00	1901.08	23.7635
			C	4325.00	1996.15	24.9519
			D	4541.00	2095.85	26.1981
			E	4768.00	2200.62	27.5077
			F	5006.00	2310.46	28.8808
			G	5257.00	2426.31	30.3288
			H	5520.00	2547.69	31.8462
494	PARKING CONTROL SPEC	U111.8	A	3078.00	1420.62	17.7577
			B	3270.00	1509.23	18.8654
			C	3461.00	1597.38	19.9673
			D	3654.00	1686.46	21.0808
			E	3847.00	1775.54	22.1942
			F	3847.00	1775.54	22.1942
			G	3847.00	1775.54	22.1942
			H	4039.00	1864.15	23.3019
133	PAYROLL SUPV	M171	A	5956.00	2748.92	34.3615
			B	6254.00	2886.46	36.0808
			C	6567.00	3030.92	37.8865
			D	6895.00	3182.31	39.7788
			E	7240.00	3341.54	41.7692
			F	7602.00	3508.62	43.8577
			G	7982.00	3684.00	46.0500
			H	8381.00	3868.15	48.3519
213	PERMIT CENTER SUPV	M174	A	6137.00	2832.46	35.4058
			B	6444.00	2974.15	37.1769
			C	6766.00	3122.77	39.0346
			D	7104.00	3278.77	40.9846
			E	7459.00	3442.62	43.0327
			F	7832.00	3614.77	45.1846
			G	8224.00	3795.69	47.4462
			H	8635.00	3985.38	49.8173
210	PERMIT TECH	E140	A	4462.00	2059.38	25.7423
			B	4685.00	2162.31	27.0288
			C	4919.00	2270.31	28.3788
			D	5165.00	2383.85	29.7981
			E	5423.00	2502.92	31.2865
			F	5695.00	2628.46	32.8558
			G	5979.00	2759.54	34.4942
			H	6278.00	2897.54	36.2192

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
127	PERSONNEL ANALYST	M150	A	4834.00	2231.08	27.8885
			B	5076.00	2342.77	29.2846
			C	5329.00	2459.54	30.7442
			D	5596.00	2582.77	32.2846
			E	5876.00	2712.00	33.9000
			F	6169.00	2847.23	35.5904
			G	6478.00	2989.85	37.3731
			H	6802.00	3139.38	39.2423
201	PLAN CHECK ENGINEER	E190	A	7338.00	3386.77	42.3346
			B	7705.00	3556.15	44.4519
			C	8090.00	3733.85	46.6731
			D	8495.00	3920.77	49.0096
			E	8919.00	4116.46	51.4558
			F	9365.00	4322.31	54.0288
			G	9834.00	4538.77	56.7346
			H	10325.00	4765.38	59.5673
267	PLANNER	E174	A	6259.00	2888.77	36.1096
			B	6572.00	3033.23	37.9154
			C	6900.00	3184.62	39.8077
			D	7245.00	3343.85	41.7981
			E	7607.00	3510.92	43.8865
			F	7988.00	3686.77	46.0846
			G	8387.00	3870.92	48.3865
			H	8807.00	4064.77	50.8096
263	PLANNING SVS MGR	M215	A	9228.00	4259.08	53.2385
			B	9689.00	4471.85	55.8981
			C	10174.00	4695.69	58.6962
			D	10683.00	4930.62	61.6327
			E	11217.00	5177.08	64.7135
			F	11778.00	5436.00	67.9500
			G	12367.00	5707.85	71.3481
			H	12985.00	5993.08	74.9135
270	PLANS EXAMINER	E160	A	5444.00	2512.62	31.4077
			B	5716.00	2638.15	32.9769
			C	6002.00	2770.15	34.6269
			D	6302.00	2908.62	36.3577
			E	6617.00	3054.00	38.1750
			F	6948.00	3206.77	40.0846
			G	7295.00	3366.92	42.0865
			H	7660.00	3535.38	44.1923
304	POLICE CAPTAIN	Q232.1	A	11883.00	5484.46	68.5558
			B	12477.00	5758.62	71.9827
			C	13101.00	6046.62	75.5827
			D	13756.00	6348.92	79.3615
			E	14444.00	6666.46	83.3308
			F	15166.00	6999.69	87.4962
			G	15924.00	7349.54	91.8692
			H	16561.00	7643.54	95.5442

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
305	POLICE CHIEF	C258	A	14157.00	6534.00	81.6750
			B	14865.00	6860.77	85.7596
			C	15608.00	7203.69	90.0462
			D	16389.00	7564.15	94.5519
			E	17208.00	7942.15	99.2769
			F	18069.00	8339.54	104.2442
			G	18972.00	8756.31	109.4538
			H	19921.00	9194.31	114.9288
076	POLICE COMM MGR	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346
303	POLICE LIEUTENANT	Q220.1	A	10340.00	4772.31	59.6538
			B	10857.00	5010.92	62.6365
			C	11400.00	5261.54	65.7692
			D	11970.00	5524.62	69.0577
			E	12568.00	5800.62	72.5077
			F	13196.00	6090.46	76.1308
			G	13856.00	6395.08	79.9385
			H	14410.00	6650.77	83.1346
300	POLICE OFFCR	P174	A	6228.00	2874.46	35.9308
			B	6540.00	3018.46	37.7308
			C	6867.00	3169.38	39.6173
			D	7210.00	3327.69	41.5962
			E	7570.00	3493.85	43.6731
			F	7949.00	3668.77	45.8596
			G	8346.00	3852.00	48.1500
			H	8680.00	4006.15	50.0769
320	POLICE OFFCR II	P176.5	A	6384.00	2946.46	36.8308
			B	6703.00	3093.69	38.6712
			C	7038.00	3248.31	40.6038
			D	7390.00	3410.77	42.6346
			E	7760.00	3581.54	44.7692
			F	8148.00	3760.62	47.0077
			G	8555.00	3948.46	49.3558
			H	8897.00	4106.31	51.3288
075	POLICE RECORDS MGR	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
074	POLICE RECORDS SHIFT SUPV	E140	A	4462.00	2059.38	25.7423
			B	4685.00	2162.31	27.0288
			C	4919.00	2270.31	28.3788
			D	5165.00	2383.85	29.7981
			E	5423.00	2502.92	31.2865
			F	5695.00	2628.46	32.8558
			G	5979.00	2759.54	34.4942
			H	6278.00	2897.54	36.2192
057	POLICE RECORDS SPEC	E125	A	3844.00	1774.15	22.1769
			B	4036.00	1862.77	23.2846
			C	4238.00	1956.00	24.4500
			D	4450.00	2053.85	25.6731
			E	4672.00	2156.31	26.9538
			F	4906.00	2264.31	28.3038
			G	5151.00	2377.38	29.7173
			H	5409.00	2496.46	31.2058
302	POLICE SERGEANT	P199.2	A	8003.00	3693.69	46.1712
			B	8403.00	3878.31	48.4788
			C	8823.00	4072.15	50.9019
			D	9264.00	4275.69	53.4462
			E	9728.00	4489.85	56.1231
			F	10214.00	4714.15	58.9269
			G	10725.00	4950.00	61.8750
			H	11154.00	5148.00	64.3500
056	POLICE SVS SUPV	M166	A	5666.00	2615.08	32.6885
			B	5950.00	2746.15	34.3269
			C	6247.00	2883.23	36.0404
			D	6559.00	3027.23	37.8404
			E	6887.00	3178.62	39.7327
			F	7232.00	3337.85	41.7231
			G	7593.00	3504.46	43.8058
			H	7973.00	3679.85	45.9981
059	PRIN ACCOUNTANT	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346
052	PRIN ACCOUNTS SPEC	E132	A	4121.00	1902.00	23.7750
			B	4327.00	1997.08	24.9635
			C	4543.00	2096.77	26.2096
			D	4770.00	2201.54	27.5192
			E	5008.00	2311.38	28.8923
			F	5259.00	2427.23	30.3404
			G	5522.00	2548.62	31.8577
			H	5798.00	2676.00	33.4500

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
036	PRIN ADMIN ANALYST	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346
208	PRIN ENGINEERING TECH	E169	A	5954.00	2748.00	34.3500
			B	6252.00	2885.54	36.0692
			C	6565.00	3030.00	37.8750
			D	6893.00	3181.38	39.7673
			E	7237.00	3340.15	41.7519
			F	7599.00	3507.23	43.8404
			G	7979.00	3682.62	46.0327
			H	8378.00	3866.77	48.3346
064	PRIN OFFICE ASSIST	E133	A	4164.00	1921.85	24.0231
			B	4372.00	2017.85	25.2231
			C	4590.00	2118.46	26.4808
			D	4820.00	2224.62	27.8077
			E	5061.00	2335.85	29.1981
			F	5314.00	2452.62	30.6577
			G	5580.00	2575.38	32.1923
			H	5859.00	2704.15	33.8019
129	PRIN PERSONNEL ANALYST	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346
023	PROG SPEC	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038
209	PROJECT ENGINEER	M204	A	8271.00	3817.38	47.7173
			B	8684.00	4008.00	50.1000
			C	9118.00	4208.31	52.6038
			D	9574.00	4418.77	55.2346
			E	10053.00	4639.85	57.9981
			F	10556.00	4872.00	60.9000
			G	11084.00	5115.69	63.9462
			H	11638.00	5371.38	67.1423

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
265	PROJECT PLANNER	M186	A	6915.00	3191.54	39.8942
			B	7260.00	3350.77	41.8846
			C	7623.00	3518.31	43.9788
			D	8005.00	3694.62	46.1827
			E	8405.00	3879.23	48.4904
			F	8825.00	4073.08	50.9135
			G	9266.00	4276.62	53.4577
			H	9730.00	4490.77	56.1346
083	PUBLIC SAFETY DISPATCHER	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038
126	PUBLIC SAFETY FISCAL ANALYST	M171	A	5956.00	2748.92	34.3615
			B	6254.00	2886.46	36.0808
			C	6567.00	3030.92	37.8865
			D	6895.00	3182.31	39.7788
			E	7240.00	3341.54	41.7692
			F	7602.00	3508.62	43.8577
			G	7982.00	3684.00	46.0500
			H	8381.00	3868.15	48.3519
033	PUBLIC WORKS DIR	C245	A	12439.00	5741.08	71.7635
			B	13061.00	6028.15	75.3519
			C	13714.00	6329.54	79.1192
			D	14400.00	6646.15	83.0769
			E	15120.00	6978.46	87.2308
			F	15876.00	7327.38	91.5923
			G	16670.00	7693.85	96.1731
			H	17503.00	8078.31	100.9788
420	PUBLIC WORKS FOREMAN	M155	A	5079.00	2344.15	29.3019
			B	5333.00	2461.38	30.7673
			C	5599.00	2584.15	32.3019
			D	5879.00	2713.38	33.9173
			E	6173.00	2849.08	35.6135
			F	6482.00	2991.69	37.3962
			G	6806.00	3141.23	39.2654
			H	7146.00	3298.15	41.2269
204	PUBLIC WORKS SUPV	M176	A	6260.00	2889.23	36.1154
			B	6573.00	3033.69	37.9212
			C	6901.00	3185.08	39.8135
			D	7246.00	3344.31	41.8038
			E	7609.00	3511.85	43.8981
			F	7989.00	3687.23	46.0904
			G	8389.00	3871.85	48.3981
			H	8808.00	4065.23	50.8154

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
244	PUBLIC WORKS TECH	E145	A	4690.00	2164.62	27.0577
			B	4925.00	2273.08	28.4135
			C	5171.00	2386.62	29.8327
			D	5430.00	2506.15	31.3269
			E	5701.00	2631.23	32.8904
			F	5986.00	2762.77	34.5346
			G	6286.00	2901.23	36.2654
			H	6600.00	3046.15	38.0769
402	PUBLIC WORKS TRAINEE	U089	A	2423.00	1118.31	13.9788
			B	2500.00	1153.85	14.4231
			C	2557.00	1180.15	14.7519
			D	2615.00	1206.92	15.0865
			E	2695.00	1243.85	15.5481
			F	2752.00	1270.15	15.8769
			G	2884.00	1331.08	16.6385
			H	3029.00	1398.00	17.4750
070	PURCHASING AGENT	M191	A	7268.00	3354.46	41.9308
			B	7632.00	3522.46	44.0308
			C	8013.00	3698.31	46.2288
			D	8414.00	3883.38	48.5423
			E	8835.00	4077.69	50.9712
			F	9276.00	4281.23	53.5154
			G	9740.00	4495.38	56.1923
			H	10227.00	4720.15	59.0019
222	REAL PROPERTY AGENT	E162	A	5553.00	2562.92	32.0365
			B	5831.00	2691.23	33.6404
			C	6123.00	2826.00	35.3250
			D	6429.00	2967.23	37.0904
			E	6750.00	3115.38	38.9423
			F	7088.00	3271.38	40.8923
			G	7442.00	3434.77	42.9346
			H	7814.00	3606.46	45.0808
221	REAL PROPERTY MGR	M199	A	7871.00	3632.77	45.4096
			B	8265.00	3814.62	47.6827
			C	8678.00	4005.23	50.0654
			D	9112.00	4205.54	52.5692
			E	9567.00	4415.54	55.1942
			F	10046.00	4636.62	57.9577
			G	10548.00	4868.31	60.8538
			H	11075.00	5111.54	63.8942
092	REPRO EQUIP OPERATOR	E109	A	3277.00	1512.46	18.9058
			B	3441.00	1588.15	19.8519
			C	3613.00	1667.54	20.8442
			D	3793.00	1750.62	21.8827
			E	3983.00	1838.31	22.9788
			F	4182.00	1930.15	24.1269
			G	4391.00	2026.62	25.3327
			H	4611.00	2128.15	26.6019

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
032	REVENUE MGR	M194	A	7489.00	3456.46	43.2058
			B	7863.00	3629.08	45.3635
			C	8256.00	3810.46	47.6308
			D	8669.00	4001.08	50.0135
			E	9103.00	4201.38	52.5173
			F	9558.00	4411.38	55.1423
			G	10036.00	4632.00	57.9000
			H	10537.00	4863.23	60.7904
132	RISK MGMT SUPV	M171	A	5956.00	2748.92	34.3615
			B	6254.00	2886.46	36.0808
			C	6567.00	3030.92	37.8865
			D	6895.00	3182.31	39.7788
			E	7240.00	3341.54	41.7692
			F	7602.00	3508.62	43.8577
			G	7982.00	3684.00	46.0500
			H	8381.00	3868.15	48.3519
460	SEWER MAINT WRKR	U132	A	4123.00	1902.92	23.7865
			B	4329.00	1998.00	24.9750
			C	4545.00	2097.69	26.2212
			D	4772.00	2202.46	27.5308
			E	5011.00	2312.77	28.9096
			F	5262.00	2428.62	30.3577
			G	5525.00	2550.00	31.8750
			H	5801.00	2677.38	33.4673
424	SMALL ENGINES MECH	U127	A	3923.00	1810.62	22.6327
			B	4119.00	1901.08	23.7635
			C	4325.00	1996.15	24.9519
			D	4541.00	2095.85	26.1981
			E	4768.00	2200.62	27.5077
			F	5006.00	2310.46	28.8808
			G	5257.00	2426.31	30.3288
			H	5520.00	2547.69	31.8462
051	SR ACCOUNT SPEC	E122	A	3730.00	1721.54	21.5192
			B	3916.00	1807.38	22.5923
			C	4112.00	1897.85	23.7231
			D	4318.00	1992.92	24.9115
			E	4534.00	2092.62	26.1577
			F	4760.00	2196.92	27.4615
			G	4999.00	2307.23	28.8404
			H	5248.00	2422.15	30.2769
055	SR ACCOUNTANT	E171	A	6075.00	2803.85	35.0481
			B	6379.00	2944.15	36.8019
			C	6698.00	3091.38	38.6423
			D	7033.00	3246.00	40.5750
			E	7384.00	3408.00	42.6000
			F	7754.00	3578.77	44.7346
			G	8141.00	3757.38	46.9673
			H	8548.00	3945.23	49.3154

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
014	SR ADMIN AIDE	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038
017	SR ADMIN ANALYST	M166	A	5666.00	2615.08	32.6885
			B	5950.00	2746.15	34.3269
			C	6247.00	2883.23	36.0404
			D	6559.00	3027.23	37.8404
			E	6887.00	3178.62	39.7327
			F	7232.00	3337.85	41.7231
			G	7593.00	3504.46	43.8058
			H	7973.00	3679.85	45.9981
203	SR ANIMAL CONTROL OFFCR	E164	A	5665.00	2614.62	32.6827
			B	5948.00	2745.23	34.3154
			C	6246.00	2882.77	36.0346
			D	6558.00	3026.77	37.8346
			E	6886.00	3178.15	39.7269
			F	7230.00	3336.92	41.7115
			G	7592.00	3504.00	43.8000
			H	7971.00	3678.92	45.9865
231	SR BLDG INSPCTR	E170	A	6014.00	2775.69	34.6962
			B	6314.00	2914.15	36.4269
			C	6630.00	3060.00	38.2500
			D	6962.00	3213.23	40.1654
			E	7310.00	3373.85	42.1731
			F	7675.00	3542.31	44.2788
			G	8059.00	3719.54	46.4942
			H	8462.00	3905.54	48.8192
216	SR CIVIL ENGINEER	M211	A	8868.00	4092.92	51.1615
			B	9312.00	4297.85	53.7231
			C	9777.00	4512.46	56.4058
			D	10266.00	4738.15	59.2269
			E	10779.00	4974.92	62.1865
			F	11318.00	5223.69	65.2962
			G	11884.00	5484.92	68.5615
			H	12479.00	5759.54	71.9942
098	SR CMNTY SVC OFFCR	E136	A	4287.00	1978.62	24.7327
			B	4501.00	2077.38	25.9673
			C	4726.00	2181.23	27.2654
			D	4962.00	2290.15	28.6269
			E	5210.00	2404.62	30.0577
			F	5471.00	2525.08	31.5635
			G	5744.00	2651.08	33.1385
			H	6032.00	2784.00	34.8000

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
242	SR CODE ENFORCE OFFCR	E160	A	5444.00	2512.62	31.4077
			B	5716.00	2638.15	32.9769
			C	6002.00	2770.15	34.6269
			D	6302.00	2908.62	36.3577
			E	6617.00	3054.00	38.1750
			F	6948.00	3206.77	40.0846
			G	7295.00	3366.92	42.0865
			H	7660.00	3535.38	44.1923
091	SR ECON DEV SPEC	E162	A	5553.00	2562.92	32.0365
			B	5831.00	2691.23	33.6404
			C	6123.00	2826.00	35.3250
			D	6429.00	2967.23	37.0904
			E	6750.00	3115.38	38.9423
			F	7088.00	3271.38	40.8923
			G	7442.00	3434.77	42.9346
			H	7814.00	3606.46	45.0808
226	SR EMPLOYMENT SPEC	E135	A	4247.00	1960.15	24.5019
			B	4459.00	2058.00	25.7250
			C	4682.00	2160.92	27.0115
			D	4916.00	2268.92	28.3615
			E	5162.00	2382.46	29.7808
			F	5420.00	2501.54	31.2692
			G	5691.00	2626.62	32.8327
			H	5975.00	2757.69	34.4712
212	SR ENGINEERING TECH	E159	A	5389.00	2487.23	31.0904
			B	5659.00	2611.85	32.6481
			C	5942.00	2742.46	34.2808
			D	6239.00	2879.54	35.9942
			E	6551.00	3023.54	37.7942
			F	6878.00	3174.46	39.6808
			G	7222.00	3333.23	41.6654
			H	7583.00	3499.85	43.7481
246	SR ENVIRO SVS SPEC	E153	A	5078.00	2343.69	29.2962
			B	5332.00	2460.92	30.7615
			C	5598.00	2583.69	32.2962
			D	5878.00	2712.92	33.9115
			E	6172.00	2848.62	35.6077
			F	6481.00	2991.23	37.3904
			G	6805.00	3140.77	39.2596
			H	7145.00	3297.69	41.2212
294	SR HOUSING SPEC	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
104	SR INFO TCHNLGY ANALYST	M194	A	7489.00	3456.46	43.2058
			B	7863.00	3629.08	45.3635
			C	8256.00	3810.46	47.6308
			D	8669.00	4001.08	50.0135
			E	9103.00	4201.38	52.5173
			F	9558.00	4411.38	55.1423
			G	10036.00	4632.00	57.9000
			H	10537.00	4863.23	60.7904
106	SR INFO TCHNLGY TECH	E159	A	5389.00	2487.23	31.0904
			B	5659.00	2611.85	32.6481
			C	5942.00	2742.46	34.2808
			D	6239.00	2879.54	35.9942
			E	6551.00	3023.54	37.7942
			F	6878.00	3174.46	39.6808
			G	7222.00	3333.23	41.6654
			H	7583.00	3499.85	43.7481
067	SR OFFICE ASSIST	E123	A	3768.00	1739.08	21.7385
			B	3956.00	1825.85	22.8231
			C	4154.00	1917.23	23.9654
			D	4362.00	2013.23	25.1654
			E	4580.00	2113.85	26.4231
			F	4809.00	2219.54	27.7442
			G	5049.00	2330.31	29.1288
			H	5302.00	2447.08	30.5885
407	SR PARK MAINT WRKR	U137	A	4333.00	1999.85	24.9981
			B	4549.00	2099.54	26.2442
			C	4777.00	2204.77	27.5596
			D	5016.00	2315.08	28.9385
			E	5266.00	2430.46	30.3808
			F	5530.00	2552.31	31.9038
			G	5806.00	2679.69	33.4962
			H	6097.00	2814.00	35.1750
128	SR PERSONNEL ANALYST	M166	A	5666.00	2615.08	32.6885
			B	5950.00	2746.15	34.3269
			C	6247.00	2883.23	36.0404
			D	6559.00	3027.23	37.8404
			E	6887.00	3178.62	39.7327
			F	7232.00	3337.85	41.7231
			G	7593.00	3504.46	43.8058
			H	7973.00	3679.85	45.9981
266	SR PLANNER	M194	A	7489.00	3456.46	43.2058
			B	7863.00	3629.08	45.3635
			C	8256.00	3810.46	47.6308
			D	8669.00	4001.08	50.0135
			E	9103.00	4201.38	52.5173
			F	9558.00	4411.38	55.1423
			G	10036.00	4632.00	57.9000
			H	10537.00	4863.23	60.7904

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
025	SR PROG SPEC	M166	A	5666.00	2615.08	32.6885
			B	5950.00	2746.15	34.3269
			C	6247.00	2883.23	36.0404
			D	6559.00	3027.23	37.8404
			E	6887.00	3178.62	39.7327
			F	7232.00	3337.85	41.7231
			G	7593.00	3504.46	43.8058
			H	7973.00	3679.85	45.9981
264	SR PROJECT PLANNER	M194	A	7489.00	3456.46	43.2058
			B	7863.00	3629.08	45.3635
			C	8256.00	3810.46	47.6308
			D	8669.00	4001.08	50.0135
			E	9103.00	4201.38	52.5173
			F	9558.00	4411.38	55.1423
			G	10036.00	4632.00	57.9000
			H	10537.00	4863.23	60.7904
223	SR REAL PROPERTY AGENT	M173	A	6077.00	2804.77	35.0596
			B	6381.00	2945.08	36.8135
			C	6700.00	3092.31	38.6538
			D	7035.00	3246.92	40.5865
			E	7387.00	3409.38	42.6173
			F	7756.00	3579.69	44.7462
			G	8144.00	3758.77	46.9846
			H	8551.00	3946.62	49.3327
253	SR RECREATION SPEC	E101	A	3028.00	1397.54	17.4692
			B	3179.00	1467.23	18.3404
			C	3338.00	1540.62	19.2577
			D	3505.00	1617.69	20.2212
			E	3680.00	1698.46	21.2308
			F	3864.00	1783.38	22.2923
			G	4058.00	1872.92	23.4115
			H	4260.00	1966.15	24.5769
090	SR REPRO EQUIP OPERATOR	E135	A	4247.00	1960.15	24.5019
			B	4459.00	2058.00	25.7250
			C	4682.00	2160.92	27.0115
			D	4916.00	2268.92	28.3615
			E	5162.00	2382.46	29.7808
			F	5420.00	2501.54	31.2692
			G	5691.00	2626.62	32.8327
			H	5975.00	2757.69	34.4712
462	SR SEWER MAINT WRKR	U137	A	4333.00	1999.85	24.9981
			B	4549.00	2099.54	26.2442
			C	4777.00	2204.77	27.5596
			D	5016.00	2315.08	28.9385
			E	5266.00	2430.46	30.3808
			F	5530.00	2552.31	31.9038
			G	5806.00	2679.69	33.4962
			H	6097.00	2814.00	35.1750

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
419	SR STREET MAINT WRKR	U137	A	4333.00	1999.85	24.9981
			B	4549.00	2099.54	26.2442
			C	4777.00	2204.77	27.5596
			D	5016.00	2315.08	28.9385
			E	5266.00	2430.46	30.3808
			F	5530.00	2552.31	31.9038
			G	5806.00	2679.69	33.4962
			H	6097.00	2814.00	35.1750
412	SR TRAFFIC SIGNAL ELECTRICIAN	U163	A	5611.00	2589.69	32.3712
			B	5891.00	2718.92	33.9865
			C	6186.00	2855.08	35.6885
			D	6495.00	2997.69	37.4712
			E	6820.00	3147.69	39.3462
			F	7161.00	3305.08	41.3135
			G	7519.00	3470.31	43.3788
			H	7895.00	3643.85	45.5481
437	SR WATER PROD OPERATOR	U157	A	5286.00	2439.69	30.4962
			B	5550.00	2561.54	32.0192
			C	5828.00	2689.85	33.6231
			D	6119.00	2824.15	35.3019
			E	6425.00	2965.38	37.0673
			F	6746.00	3113.54	38.9192
			G	7084.00	3269.54	40.8692
			H	7438.00	3432.92	42.9115
255	SR WATER QUALITY TECH	E165	A	5721.00	2640.46	33.0058
			B	6007.00	2772.46	34.6558
			C	6307.00	2910.92	36.3865
			D	6622.00	3056.31	38.2038
			E	6953.00	3209.08	40.1135
			F	7301.00	3369.69	42.1212
			G	7666.00	3538.15	44.2269
			H	8049.00	3714.92	46.4365
431	SR WATER SVS WRKR	U146	A	4739.00	2187.23	27.3404
			B	4976.00	2296.62	28.7077
			C	5224.00	2411.08	30.1385
			D	5485.00	2531.54	31.6442
			E	5760.00	2658.46	33.2308
			F	6048.00	2791.38	34.8923
			G	6350.00	2930.77	36.6346
			H	6668.00	3077.54	38.4692
078	SR WORD PROC OPERATOR	E123	A	3768.00	1739.08	21.7385
			B	3956.00	1825.85	22.8231
			C	4154.00	1917.23	23.9654
			D	4362.00	2013.23	25.1654
			E	4580.00	2113.85	26.4231
			F	4809.00	2219.54	27.7442
			G	5049.00	2330.31	29.1288
			H	5302.00	2447.08	30.5885

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
451	STOCK CLERK	E112	A	3377.00	1558.62	19.4827
			B	3546.00	1636.62	20.4577
			C	3724.00	1718.77	21.4846
			D	3910.00	1804.62	22.5577
			E	4105.00	1894.62	23.6827
			F	4310.00	1989.23	24.8654
			G	4526.00	2088.92	26.1115
			H	4752.00	2193.23	27.4154
450	STOREKEEPER	E135	A	4247.00	1960.15	24.5019
			B	4459.00	2058.00	25.7250
			C	4682.00	2160.92	27.0115
			D	4916.00	2268.92	28.3615
			E	5162.00	2382.46	29.7808
			F	5420.00	2501.54	31.2692
			G	5691.00	2626.62	32.8327
			H	5975.00	2757.69	34.4712
411	STREET MAINT WRKR	U132	A	4123.00	1902.92	23.7865
			B	4329.00	1998.00	24.9750
			C	4545.00	2097.69	26.2212
			D	4772.00	2202.46	27.5308
			E	5011.00	2312.77	28.9096
			F	5262.00	2428.62	30.3577
			G	5525.00	2550.00	31.8750
			H	5801.00	2677.38	33.4673
233	SUPERVISING BLDG INSPCTR	M179	A	6449.00	2976.46	37.2058
			B	6772.00	3125.54	39.0692
			C	7110.00	3281.54	41.0192
			D	7466.00	3445.85	43.0731
			E	7839.00	3618.00	45.2250
			F	8231.00	3798.92	47.4865
			G	8643.00	3989.08	49.8635
			H	9075.00	4188.46	52.3558
237	TRAFFIC ENGINEER	M211	A	8868.00	4092.92	51.1615
			B	9312.00	4297.85	53.7231
			C	9777.00	4512.46	56.4058
			D	10266.00	4738.15	59.2269
			E	10779.00	4974.92	62.1865
			F	11318.00	5223.69	65.2962
			G	11884.00	5484.92	68.5615
			H	12479.00	5759.54	71.9942
405	TRAFFIC SIGNAL ELECTRICIAN	U143	A	4600.00	2123.08	26.5385
			B	4830.00	2229.23	27.8654
			C	5072.00	2340.92	29.2615
			D	5325.00	2457.69	30.7212
			E	5592.00	2580.92	32.2615
			F	5871.00	2709.69	33.8712
			G	6165.00	2845.38	35.5673
			H	6473.00	2987.54	37.3442

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
040	UTILITIES REVENUE SUPV	M166	A	5666.00	2615.08	32.6885
			B	5950.00	2746.15	34.3269
			C	6247.00	2883.23	36.0404
			D	6559.00	3027.23	37.8404
			E	6887.00	3178.62	39.7327
			F	7232.00	3337.85	41.7231
			G	7593.00	3504.46	43.8058
			H	7973.00	3679.85	45.9981
410	UTILITY WRKR	U112	A	3378.00	1559.08	19.4885
			B	3547.00	1637.08	20.4635
			C	3725.00	1719.23	21.4904
			D	3911.00	1805.08	22.5635
			E	4106.00	1895.08	23.6885
			F	4312.00	1990.15	24.8769
			G	4527.00	2089.38	26.1173
			H	4754.00	2194.15	27.4269
429	WATER CUSTOMER SVC WRKR	U138	A	4376.00	2019.69	25.2462
			B	4595.00	2120.77	26.5096
			C	4824.00	2226.46	27.8308
			D	5065.00	2337.69	29.2212
			E	5319.00	2454.92	30.6865
			F	5585.00	2577.69	32.2212
			G	5864.00	2706.46	33.8308
			H	6157.00	2841.69	35.5212
433	WATER PROD ELECTRICIAN	U163	A	5611.00	2589.69	32.3712
			B	5891.00	2718.92	33.9865
			C	6186.00	2855.08	35.6885
			D	6495.00	2997.69	37.4712
			E	6820.00	3147.69	39.3462
			F	7161.00	3305.08	41.3135
			G	7519.00	3470.31	43.3788
			H	7895.00	3643.85	45.5481
438	WATER PROD MECH	U147	A	4787.00	2209.38	27.6173
			B	5026.00	2319.69	28.9962
			C	5277.00	2435.54	30.4442
			D	5541.00	2557.38	31.9673
			E	5818.00	2685.23	33.5654
			F	6109.00	2819.54	35.2442
			G	6415.00	2960.77	37.0096
			H	6735.00	3108.46	38.8558
436	WATER PROD OPERATOR	U142	A	4554.00	2101.85	26.2731
			B	4782.00	2207.08	27.5885
			C	5021.00	2317.38	28.9673
			D	5272.00	2433.23	30.4154
			E	5536.00	2555.08	31.9385
			F	5812.00	2682.46	33.5308
			G	6103.00	2816.77	35.2096
			H	6408.00	2957.54	36.9692

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
115	WATER QUALITY TECH	E150	A	4928.00	2274.46	28.4308
			B	5175.00	2388.46	29.8558
			C	5433.00	2507.54	31.3442
			D	5705.00	2633.08	32.9135
			E	5990.00	2764.62	34.5577
			F	6290.00	2903.08	36.2885
			G	6604.00	3048.00	38.1000
			H	6934.00	3200.31	40.0038
430	WATER SVC WRKR	U132	A	4123.00	1902.92	23.7865
			B	4329.00	1998.00	24.9750
			C	4545.00	2097.69	26.2212
			D	4772.00	2202.46	27.5308
			E	5011.00	2312.77	28.9096
			F	5262.00	2428.62	30.3577
			G	5525.00	2550.00	31.8750
			H	5801.00	2677.38	33.4673
409	WATER SVS MGR	M215	A	9228.00	4259.08	53.2385
			B	9689.00	4471.85	55.8981
			C	10174.00	4695.69	58.6962
			D	10683.00	4930.62	61.6327
			E	11217.00	5177.08	64.7135
			F	11778.00	5436.00	67.9500
			G	12367.00	5707.85	71.3481
			H	12985.00	5993.08	74.9135
102	WEBMASTER	E174	A	6259.00	2888.77	36.1096
			B	6572.00	3033.23	37.9154
			C	6900.00	3184.62	39.8077
			D	7245.00	3343.85	41.7981
			E	7607.00	3510.92	43.8865
			F	7988.00	3686.77	46.0846
			G	8387.00	3870.92	48.3865
			H	8807.00	4064.77	50.8096
077	WORD PROC OPERATOR	E113	A	3410.00	1573.85	19.6731
			B	3581.00	1652.77	20.6596
			C	3760.00	1735.38	21.6923
			D	3948.00	1822.15	22.7769
			E	4145.00	1913.08	23.9135
			F	4352.00	2008.62	25.1077
			G	4570.00	2109.23	26.3654
			H	4798.00	2214.46	27.6808

CITY OF GARDEN GROVE PAY RATES
EFFECTIVE 7/13/19

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CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
583	FIRE CAPTAIN	F130	A	6570.00	3032.31	37.9038
			B	6899.00	3184.15	39.8019
			C	7244.00	3343.38	41.7923
			D	7606.00	3510.46	43.8808
			E	7986.00	3685.85	46.0731
			F	8385.00	3870.00	48.3750
			G	8804.00	4063.38	50.7923
			H	9244.00	4266.46	53.3308
			I	9614.00	4437.23	55.4654
593	FIREFIGHTER/PARAMEDIC	F114.5	A	5727.00	2643.23	33.0404
			B	6013.00	2775.23	34.6904
			C	6314.00	2914.15	36.4269
			D	6630.00	3060.00	38.2500
			E	6961.00	3212.77	40.1596
			F	7309.00	3373.38	42.1673
			G	7675.00	3542.31	44.2788
			H	8059.00	3719.54	46.4942
			I	8381.00	3868.15	48.3519

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an Agreement with Stray Cat Alliance to provide services related to feral and stray cats citywide. (Cost: \$70,000) (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

For the City Council to approve an agreement with Stray Cat Alliance to provide a Return to Field (RTF) program for feral and stray cats citywide.

BACKGROUND

In January 2017, the City's Animal Care Services program started operations, and from the start, staff received numerous calls for feral and stray cats. Feral cats are unable to be domesticated and cannot be adopted; however, stray cats may have an owner, are socialized to humans and are free-roaming. In March of 2017, staff began discussions with Stray Cat Alliance to discuss establishing a program to manage the cat population humanely and in the best interests of the public.

DISCUSSION

In March of 2018, the City and Stray Cat Alliance entered into an agreement to create a RTF and targeted Trap, Neuter/Spay, Release (TNR) program to effectively mitigate feral cat populations. Stray Cat Alliance provides cats with a microchip, a rabies and Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, a topical flea treatment, and ear modification to identify treated cats. Stray cats are then returned to the area where they were trapped. During 2018 and 2019, a total of 439 cats were processed through the RTF and TNR program resulting in a notable increase in live outcomes.

The initial agreement with Stray Cat Alliance was for \$35,000 per year, with option years to extend the contract. However, in early 2019, Stray Cat Alliance reported to staff that they would not be able to continue the service and requested that their agreement be renegotiated.

FINANCIAL IMPACT

A budget supplemental for an additional \$35,000 was submitted and approved as part of the Fiscal Years 2019-20 and 2020-21 two year budget. The new agreement for \$70,000 is able to provide funding for RTF services to process approximately 382 cats per year through the program.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with Stray Cat Alliance in the amount of \$70,000 through June 30, 2020; and
- Authorize the City Manager to execute the agreement and make any minor modifications as appropriate thereto.

By: Mark Ladney, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	9/18/2019	Agreement	9-24-19_Stray_Cat_Alliance_2019.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Stray Cat Alliance**, 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 AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Perform the Return to Field Program per Scope of Work, Attachment "A".
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall from October 1, 2019 through June 30, 2020. 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 proposal 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 Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Seventy Thousand Dollars (\$70,000.00), payable in arrears and in accordance with proposal in Attachment "A".
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY

will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 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 thirty (30) 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.

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.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation

concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Stray Cat Alliance
Attention: Christi Metropole, Executive Director
P.O. Box 661277
Los Angeles, CA 90066
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **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.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **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.

15. **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.
16. **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.

17. **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 this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\\\\\

(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"
Stray Cat Alliance

By: _____

Name: _____

Title: _____

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 WORK

This Scope of Work establishes roles and responsibilities between Stray Cat Alliance (SCA), and the City of Garden Grove, Garden Grove Animal Care Services (GGACS).

I. PURPOSE & SCOPE

Spay and neuter continues to be one of the most effective methods of reducing shelter euthanasia, especially for cats. GGACS and SCA wish to work together to decrease the number of cats euthanized at Garden Grove's contracted shelter.

II. PROGRAM

Return to Field (RTF) Program. This program involves stray and trapped cats that are brought to the shelter by the public and GGACS. Trapped and stray cats that qualify for this program will be medically evaluated, altered, micro chipped, vaccinated and treated for fleas then given to SCA along with information regarding the origin of the cat. The cats will be taken to the area of their origin and released back to the community by SCA.

III. PROGRAM TASKS

The parties agree to the following tasks:

- **SCA** will appoint a representative(s) with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, SCA will:
 - Utilize best efforts to return cats (greater than three months of age) impounded by GGACS or dropped off at the contracted shelter who have been through the RTF program stated above.
 - Provide microchips and flea treatments for administration during surgery
 - Work with the City's contracted shelter to provide assistance in its use of shelter management software.
- **GGACS** will appoint representatives with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, GGACS will work with its contacted shelter to:
 - Spay/neuter, microchip, give the Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, 1 year rabies vaccine and treat for fleas.
 - To the maximum extent possible, the City will work with its contracted shelter to:
 - By January 2020:
 - Make changes and improvements to the isolation and cat holding area to be in compliance with industry best practices
 - By March 2020:
 - Implement a written and defined cleaning procedure
 - Work on Increasing Data Accuracy
 - Establishing relationships with other rescues

- Ongoing:
 - Release stray or feral cats to SCA regardless of temperament, location, or means of intake (i.e., in a trap or otherwise) unless GGACS or its contracted shelter has the capacity to provide the cat with a live outcome or identified an issue preventing inclusion in the program.

IV. PAYMENT FOR SERVICES

The SCA shall provide monthly billing reports on a per cat basis at a rate of \$183.00. Report shall include, but is not limited to, ID number, description of animal, and date of release. GGACS shall pay Stray Cat Alliance within 30 days of received invoice.

The cost per cat is to include the cost of the spay/neuter, microchip, Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, rabies vaccine and flea treatment.

SCA shall maintain records and documents, which sufficiently and properly reflect all direct and indirect costs related to this program. Records shall be made available for review by the city or its representative at any time.

V. PUBLICITY

In connection with the Programs and Tasks described above, no party will use another party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without prior written consent of the other parties.

VI. NO PARTNERSHIPS

No party to this Agreement is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound to the act or conduct of the other.

VII. TERMINATION

This Agreement is binding on all the parties, however any party can terminate the Agreement so long as the terminating party gives thirty (30) days written notice to other parties to this Agreement.

VIII. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the Program Tasks of each organization in carrying out the Agreement.

IX. COMMUNICATION

All communication shall be through email to the GGACS general email, animalcare@ggcity.org. A representative will respond within 12 hours. For emergencies and urgent issues, phone contact between the parties is preferred.

X. MEDICAL ISSUES

For any sick or injured cats brought into the City's contracted shelter or other facility for the specific purpose of RTF, the medical team will provide reasonable care of the sick or injured cat. Reasonable care will be defined by the licensed veterinarian who is treating the cat. Reasonable care will be in the best interest of the animal and include, but is not limited to, treatment for upper respiratory infections, minor skin infections, and minor injuries.

The City will work with its contracted shelter to notify SCA or another rescue organization if euthanasia of any cat or kitten is being considered.

GGACS is not responsible for transporting any cat or kitten from its contracted shelter to a secondary veterinary clinic for care or treatment.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Police Department SUV. (Cost: \$28,936.25) (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

To secure City Council authorization to purchase one (1) new Police Department SUV from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #120716.

BACKGROUND

The Public Works Department has one (1) Police Department SUV that currently meets the City's guidelines for replacement and was approved through the Fiscal Year 2019/20 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$28,936.25*
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* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$28,936.25 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$28,936.25 to National Auto Fleet Group for the purchase of one (1) new Police Department SUV.

By: Steve Sudduth, Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to RDO Vermeer for two (2) new Brush Chippers. (Cost: \$78,678.46) (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

To secure City Council authorization to purchase two (2) new brush chippers from RDO Vermeer through the Sourcwell competitive bid program, Contract #062117-VMR.

BACKGROUND

The Public Works Department has two (2) brush chippers that currently meet the City's guidelines for replacement and were approved through the Fiscal Year 2019/20 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcwell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcwell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcwell competitive bid program, Contract #062117-VRM. The results deemed RDO Vermeer as the lowest responsive bid.

RDO Vermeer	\$39,339.23 each*
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* This price includes all applicable tax and destination charges

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$78,678.46 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$78,678.46 to RDO Vermeer for the purchase of two (2) new brush chippers.

by: Steve Sudduth, Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file the minutes from the meetings held on August 13, 2019, August 27, 2019, and September 10, 2019. (*Action Item*) Date: 9/24/2019

Attached are the minutes from the meetings held on August 13, 2019, August 27, 2019, and September 10, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes 08-13-2019	9/12/2019	Minutes	August_13__2019.docx
Minutes 8-27-19	9/18/2019	Minutes	cc-min_08_27_2019.pdf
Minutes 9-10-2019	9/18/2019	Minutes	cc-min_09_10_2017.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, August 13, 2019

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

CONVENE CLOSED SESSION

At 5:41 p.m., Mayor Jones convened Closed Session in the Founders Room.

<u>ROLL CALL</u>	PRESENT:	(5)	Council Members Brietigam, Bui, K. Nguyen, Mayor Pro Tem Klopfenstein, Mayor Jones
	ABSENT:	(2)	Council Member T. Nguyen was absent at Roll Call, but joined the meeting at 5:45 p.m.; Council Member O'Neill was absent at Roll Call, but joined the meeting at 5:48 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CLOSED SESSION MATTERS

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: Portion of Brady Way adjacent to 12821 Knott Street

City Negotiator: Scott C. Stiles, Lisa Kim

Negotiating Parties: Rexford Industrial Realty, Inc.

Under Negotiation: To obtain direction regarding the price and terms of payment for the disposition of the property post vacation of the right of way

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

ADJOURN CLOSED SESSION

At 6:21 p.m., Mayor Jones adjourned Closed Session.

CONVENE REGULAR MEETING

At 6:34 p.m., Mayor Jones convened the Regular Meeting in the Council Chamber with all Council Members present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF POLICE SERGEANT ROYCE WIMMER AND OFFICER NICK ALMEIDA FOR GOING ABOVE AND BEYOND THE CALL OF DUTY DURING THE POLICE DEPARTMENT'S SARA PROJECT

ORANGE COUNTY FIRE AUTHORITY TRANSITION UPDATE AS PRESENTED BY RON ROBERTS, DIVISION CHIEF/DIVISION 1 (F: 61.1A)

ADOPTION OF A PROCLAMATION RECOGNIZING AUGUST 16, 2019, AS THE TRANSITION OF THE GARDEN GROVE FIRE DEPARTMENT TO THE ORANGE COUNTY FIRE AUTHORITY (F: 83.1) (XR: 61.1A)

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

A Proclamation recognizing August 16, 2019, as the transition of the Garden Grove Fire Department to the Orange County Fire Authority, be adopted.

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

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

The Proclamation was presented to Orange County Fire Authority (OCFA) Fire Chief Brian Fennessy, Ron Roberts, Division Chief/Division 1 of the Orange County Fire Authority, and to the City of Garden Grove's acting Fire Chief Terry McGovern.

City of Garden Grove's acting Fire Chief Terry McGovern also presented a department photograph of the City of Garden Grove Fire Department to OCFA Fire Chief Fennessy.

Division Chief Ron Roberts also extended an invitation for the City Council to attend the swearing in ceremony for Council Member O'Neill to the Orange County Fire Authority's Board of Directors, and at which time they will also unveil the City of Garden Grove's city seal on the designated Wall of Honor. The event is scheduled for August 22, 2019, at 6:00 p.m.

ORAL COMMUNICATIONS

Speakers: Laurie Merrick, Markelle Pineda, Leland Sisk, Nicholas Dibs

Mayor Jones announced that no reportable action was taken during Closed Session.

RECESS

At 7:19 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:41 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION RECOGNIZING AUGUST 16, 2019, AS THE TRANSITION OF THE GARDEN GROVE FIRE DEPARTMENT TO THE ORANGE COUNTY FIRE AUTHORITY (F: 83.1) (XR: 61.1A)

This matter was considered earlier in the meeting.

ADOPTION OF A PROCLAMATION COMMEMORATING AUGUST 15, 2019, THE 74TH ANNIVERSARY OF KOREAN INDEPENDENCE DAY (F: 83.1)

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

A Proclamation commemorating August 15, 2019, the 74th anniversary of Korean Independence Day, be adopted.

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

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

ADOPTION OF A RESOLUTION APPROVING THE FIRE DEPARTMENT RECORDS RETENTION SCHEDULE (F: 45.2 (XR: 61.1)

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

Resolution No. 9580-19 entitled: A Resolution of the City Council of the City of Garden Grove, California, approving the Records Retention Schedule for the Garden Grove Fire Department as provided by the Government Code of the State of California, and Amend Resolution No. 9321-15, be adopted.

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

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

AUTHORIZATION OF TRAVEL RELATED EXPENSES FOR COUNCIL MEMBER
PARTICIPATION IN A MULTI-CULTURAL LEADERSHIP KOREA VISITATION PROGRAM
AND RELATED VISIT TO THE REPUBLIC OF KOREA FROM OCTOBER 9-19, 2019
(F: 46.1)

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

Travel related expenses for Council Member Thu-Ha Nguyen to participate in the GCS Los Angeles, Multi-Cultural Leadership Korea Visitation Program to the Republic of Korea from October 9-17, 2019 and City of Anyang, Republic of Korea visit from October 17-19, 2019, be authorized.

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

AUTHORIZE THE ISSUANCE OF PURCHASE ORDERS WITH ECONOLITE CONTROL
PRODUCTS AND JTB SUPPLY COMPANY INC., FOR FISCAL YEAR 2019-20 TRAFFIC
CONTROL OPERATIONS

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

The Finance Director be authorized to issue a purchase order to Econolite Control Products in the amount not to exceed \$75,000 to purchase Econolite controllers; and a purchase order not to exceed \$125,000 be issued to JTB Supply Company to purchase traffic control products.

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

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

ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO WAIVE THE FORMAL BIDDING PROCESS TO PROCEED WITH EMERGENCY REPAIRS TO THE POLICE DEPARTMENT EMERGENCY GENERATOR (F: 82.1)

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

Resolution No. 9581-19 entitled: A Resolution of the City Council of the City of Garden Grove authorizing the City Manager or his designee to waive the formal bidding process as an emergency condition, declaring the necessity thereof, and authorizing staff to proceed with emergency repairs to the Police Department emergency generator, be adopted.

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

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

ADOPTION OF A RESOLUTION APPROVING A FOUR YEAR MEMORANDUM OF UNDERSTANDING WITH THE GARDEN GROVE POLICE MANAGEMENT ASSOCIATION (F: 78.8B)

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

Resolution No. 9582-19 entitled: A Resolution of the City Council of the City of Garden Grove approving the Memorandum of Understanding on salaries, wages, and fringe benefits for the term 2018-2022 by and between the Garden Grove Police Management Association and the City of Garden Grove, be adopted.

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JULY 9, 2019 (F: VAULT)

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

Minutes from the meeting held on July 9, 2019, be received and filed.

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

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

WARRANTS

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

Regular Warrants 652849 through 653015; 653016 through 653193; 653194 through 653388; 653389 through 653594; Wires W2566 through W2574; W2557 through W2564; W2550 through W2556; W653388 through W653594; and

Payroll Warrants 183425 through 183466; 183467 through 183502; Direct Deposits D351200 through D351918; D351917 through D352637 and Wires W2610 through W2613; W2614 through W2617, be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

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

WAIVER

It was moved by Council Member O'Neill, seconded by Council Member K. Nguyen that:

Full reading of ordinances listed be waived.

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

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

PUBLIC HEARING - APPROVAL OF THE 2019 DRINKING WATER PUBLIC HEALTH GOAL REPORT (F: 112.1)

Following staff presentation, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Nicholas Dibs

There being no further response from the audience, Mayor Jones closed the public hearing.

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

A public hearing be conducted; and

The 2019 Drinking Water Public Health Goal Report as submitted, be approved.

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

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

PUBLIC HEARING - INTRODUCTION AND FIRST READING OF AN ORDINANCE
APPROVING AN AMENDMENT TO PLANNED UNIT DEVELOPMENT NO. PUD-104-
81/86 REV. 90 TO FACILITATE THE REDEVELOPMENT OF THE EUCLID RETAIL
CENTER LOCATED AT 14231 TO 14291 EUCLID STREET, GARDEN GROVE
(F: 116.PUD-104-81/86/90 (REV. 2019))

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

Following staff presentation and City Council discussion, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Nicholas Dibs, Bon Hoang

There being no further response from the audience, Mayor Jones closed the public hearing.

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

Ordinance No. 2907 entitled: An Ordinance of the City Council of the City of Garden Grove approving Planned Unit Development No. PUD-104-81/86/90 (REV. 2019)

INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING AND UPDATING THE CITY'S REGULATIONS GOVERNING THE USE OF BURGLARY AND PANIC/ROBBERY ALARM SYSTEMS (F: 50.2)

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

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

Ordinance No. 2908 entitled: An Ordinance of the City Council of the City of Garden Grove amending Chapter 8.60 of Title 8 of the Garden Grove Municipal Code relating to alarm systems, be passed to a second reading.

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

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

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

The Finance Director be authorized to issue a purchase order in the amount of \$336,944.97 to Wondries Fleet Group for the purchase of nine (9) new police vehicles.

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

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

AWARD A CONTRACT TO SIEMENS MOBILITY, INC., TO PROVIDE PROFESSIONAL SERVICES FOR PROJECT NO. 7284 - CONVERSION OF ALL CITY OWNED STREET LIGHTS AND SAFETY LIGHTS FROM HIGH PRESSURE SODIUM TO LIGHT EMITTING DIODE, AND TO AUTHORIZE CARRYOVER FISCAL YEAR 2018-19 FUNDS FOR CAPITAL PROJECT EXPENDITURES (F: 69.1.PROJ.7284)

Following staff presentation, it was moved by Council Member O'Neill, seconded by Council Member Brietigam that:

The Finance Director be authorized to carryover \$755,708 in General Funds (Fund 111), which were appropriated in Fiscal Year 2018-19 into Fiscal Year 2019-20 for funding subject project and for completing the La Bonita Storm Drain Project;

a contract be awarded to Siemens Mobility, Inc. in the amount of \$458,931 to provide professional services for the conversion of all city-owned street lights and safety lights from high pressure sodium to light emitting diode, City Project No. 7284; and

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

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

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

ADOPTION OF A RESOLUTION ESTABLISHING A PENSION FUNDING POLICY
(F: 127.3)

Following staff presentation, Council Member Brietigam noted the importance of the policy and is a significant step in addressing the unfunded pension liability issue.

Council Member O'Neill commented that this policy is a great move for paying down the City's unfunded pension liability and noted that the Orange County Fire Authority's pension fund, to which for years, they have made a conscientious effort to pay down their debt and saved money by paying upfront. As a result, they are expected to be 85% funded by end of 2020, and projected to be 100% funded by 2027.

Council Member Bui commended Finance staff for their work on the development of this Pension Funding Policy, however cautioned that the issue of pension liability is massive and this policy is only a small step toward addressing the problem. He is hopeful that through the guidance and expertise of Finance Director Patricia Song, the City will be able to find a way to control the City's unfunded pension liability.

City Manager Scott Stiles commended Finance Director Patricia Song and the Finance staff for their work on the development of this policy; it is an important step forward and added that the second part of this plan, the Reserve Fund Policy, will be brought before the City Council in November. The two items together will provide a base and roadmap for the City moving forward.

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

Resolution No. 9584-19 entitled: A Resolution of the City Council of the City of Garden Grove, California, adopting the City of Garden Grove Pension Funding Policy, be adopted.

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

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

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

UPDATE ON THE ANNUAL CITY COUNCIL BUDGET APPROPRIATION PRACTICES OF NEIGHBORING CITIES IN ORANGE COUNTY WITH DISTRICT ELECTIONS AND POTENTIAL DISTRICT BUDGET ALLOCATIONS WITHIN THE CITY'S ADOPTED BUDGET AS REQUESTED BY THE CITY COUNCIL (F: 34.1) (XR: 46.1)

Following staff presentation, City Council Member Brietigam stated support for an annual City Council budget allocation, and expressed frustration with current procedural requirements for use of minimal funds to support a community need or community event. He noted that three cities in the county have annual budget appropriations.

Council Member O'Neill expressed support for an annual City Council budget appropriation to facilitate addressing district issues or support community events.

Council Member K. Nguyen expressed concern with an annual City Council budget appropriation and stated the need for further due diligence for the development of guidelines that provide checks and balances, and provide clear information on how funds can be used while following a variety of rules. She expressed support for an application-based program where organizations could apply and request funds for community events, and then the City Council members could decide on whether to support and contribute towards the event.

Council Member Klopfenstein echoed Council Member K. Nguyen's concerns and requested a report with more comprehensive guidelines that provide for checks and balances.

Council Member T. Nguyen expressed that current information is too vague and requested that more structured guidelines be provided.

Mayor Jones also expressed concerns with the current information provided; there are several items that need to be contemplated. He stated that even in the absence of a City Council appropriated budget, the current formal process provides for a healthy democratic environment, but would welcome discussions on developing something that could be supported by the City Council.

Council Member Bui stated concerns with guidelines that are so strict that it would defeat the purpose and hinder the Council Members in serving their constituents. Any misuse of funds would have consequences for that Council Member who answers to their constituents.

City Manager Scott Stiles stated that he would have staff report back with a comprehensive policy for the City Council to consider.

Council Member Brietigam added the requirement for Council Members to have to report out to the City Council at the City Council meeting, following the use of district discretionary funds.

Council Member K. Nguyen added and requested that the information also be posted to the City's website.

It was moved by Council Member Brietigam, seconded by Council Member Bui that:

Staff be directed to draft guidelines, with input from all Council Members, for use of district budget allocations; that the guidelines incorporate the requirement for Council Member(s) to report out to the City Council at the City Council meeting following the use of district discretionary funds; that the reports be included in the City Manager's Weekly Memo; and that the information be made available on the City's website.

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

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

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

Council Member Bui shared that the public has expressed concerns in terms of public safety considering the recent high profile criminal activity. He commended the Police Department on their good work and on their efforts for transparency through the City's website and through social media, so that the information is quickly communicated to the public. He shared that he met with Police Chief DaRé, Mayor Jones, and City Manager Stiles to discuss what the City is doing about combating criminal activity. He wanted to inform the public that Police Chief DaRé presented a very detailed and proactive plan so he wants to update the public that Police Chief DaRé is addressing this through this comprehensive plan.

Council Member Brietigam stated that prior to the recent events, the City of Garden Grove was staying plateau or dropping in most reportable crimes; one of the recent

crimes was preventable and he emphasized that it was a result of AB 109. He stated the need to reach out to state senators and assemblyman and demand for the repeal of AB 109. Regarding animal control and issues at the facility, he requested that a meeting be organized to include facility management and the community to reach a consensus for improvement of services.

Council Member O'Neill expressed condolences to the victims of the recent assaults. He also thanked his wife Sylvia as they will be celebrating 33 years of marriage.

Council Member Klopfenstein acknowledged the upcoming transition of the Garden Grove Fire Department to the Orange County Fire Authority (OCFA) on August 16, 2019. She looks forward to welcoming OCFA to the City of Garden Grove. She also thanked the Police Department for their leadership and hard work, given the recent events. She also encouraged Garden Grove citizens to "Dump and Drain" any standing water as recent mosquito testing results in neighboring cities came back positive for West Nile virus. Lastly, she encouraged the public to use the Coyote hotline (714) 741-5286 to help data collection efforts.

Mayor Jones wished Council Member T. Nguyen a happy birthday and congratulated Chief DaRé and his wife Jeanine on celebrating 27 years of marriage. He also congratulated Council Member O'Neill and his wife Sylvia on their upcoming anniversary celebration.

ADJOURNMENT

At 9:01 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, August 27, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Deputy City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, August 27, 2019

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

CONVENE CLOSED SESSION

At 5:35 p.m., Mayor Jones convened Closed Session in the Founders Room.

ROLL CALL PRESENT: (5) Council Members Brietigam, T. Nguyen, K. Nguyen, Mayor Pro Tem Klopfenstein, Mayor Jones

ABSENT: (2) Council Member O'Neill was absent at Roll Call, but joined the meeting at 5:40 p.m.
Council Member Bui was absent at Roll Call, but joined the meeting at 5:41 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CLOSED SESSION MATTERS

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation per Government Code Section 54956.9(d)(2): One potential case. City Attorney Sandoval announced that the City Council will consider the claim received from Hadsell Stormer Renick & Dai LLP pertaining to the Surplus Land Act application to the disposition of Willowick.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation per Government Code Section 54956.9(d)(4): One potential case.

RECESS CLOSED SESSION

At 6:35 p.m., Mayor Jones recessed Closed Session.

CONVENE REGULAR MEETING

At 6:40 p.m., Mayor Jones convened the Regular Meeting in the Council Chamber with all Council Members present.

INVOCATION

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

RECESS

At 6:42 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 6:51 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

APPROPRIATION OF FUNDING AND AWARD OF SUB-RECIPIENT CONTRACTS TO INTERVAL HOUSE CRISIS SHELTERS AND MERCY HOUSE LIVING CENTERS FOR THE OPERATION OF A HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM

Staff announced that this is a joint action with the Garden Grove Housing Authority, and following staff introduction and Council Member/Commissioner Bui clarification that this matter is not related to Section 8 housing benefits, the following actions were taken:

City Council Action

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

HOME funds be appropriated in the amount of \$500,000 to fund the Homeless Emergency Assistance Rental Transition (HEART) program;

Sub-recipient contracts be awarded to Interval House Crisis Shelters and Mercy House Living Centers; and

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

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

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

Housing Authority Action

It was moved by Commissioner O'Neill, seconded by Commissioner K. Nguyen that:

Low-Mod Income Housing Trust Funds in the amount of \$100,000, be appropriated into the Fiscal Year 2019-20 budget to fund the Homeless Emergency Assistance Rental Transition (HEART) program.

The motion carried by an 8-0-1 vote as follows:

Ayes:	(8)	Beckles, Brietigam, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None
Absent:	(1)	Solorio

RECESS

At 6:48 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 6:52 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

UPDATE ON THE OC STREETCAR AS PRESENTED BY THE ORANGE COUNTY TRANSPORTATION AUTHORITY

Trish Oliveri and Nial Barrett with the Orange County Transportation Authority provided a PowerPoint presentation on the progress of the OC Streetcar project.

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.

RECESS

At 7:49 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:53 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION CELEBRATING THANH MY RESTAURANT'S 40TH ANNIVERSARY (F: 83.1)

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

A Proclamation celebrating Thanh My Restaurant's 40th anniversary, be adopted.

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

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

ADOPTION OF A PROCLAMATION DECLARING TET TRUNG THU 2019 – MID-AUTUMN CHILDREN'S FESTIVAL IN GARDEN GROVE (F: 83.1)

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

A Proclamation declaring Tet Trung Thu 2019 – Mid-Autumn Children's Festival in Garden Grove, be adopted.

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

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

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., FOR A TRASH AMENDMENTS PLAN – PHASE 2

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

A professional services agreement be awarded to Wood Environment & Infrastructure Solutions, LLC, in a fixed amount of \$53,600 until services are rendered; and

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

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO ASSETWORKS FOR FLEET FUEL MANAGEMENT HARDWARE AND SOFTWARE

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

The Finance Director be authorized to issue a purchase order in the amount of \$90,556.26 to AssetWorks for the purchase of new fleet fuel management hardware and software.

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR SIX (6) NEW SEDANS

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

The Finance Director be authorized to issue a purchase order in the amount of \$135,159.18 to National Auto Fleet Group for the purchase of six new sedans.

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR FOUR (4) NEW SMALL PICKUP TRUCKS AND ONE (1) HALF TON PICKUP TRUCK

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

The Finance Director be authorized to issue a purchase order in the amount of \$140,599.87 to National Auto Fleet Group for the purchase of four new small pickup trucks and one new half ton pickup.

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

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

WARRANTS

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

Payroll Warrants 183503 through 183536; Direct Deposits D352636 through D353352; and Wires W2618 through W2621; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

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

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

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

Full reading of Ordinances listed be waived.

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

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

PUBLIC HEARING – APPROVAL OF SUBSTANTIAL AMENDMENT NO. 1 TO THE 2019-20 ANNUAL ACTION PLAN FOR THE USE OF HOUSING AND URBAN DEVELOPMENT FUNDING

Following staff presentation, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: None.

With no response from the audience, Mayor Jones closed the public hearing.

It was moved by Council Member O'Neill, and seconded by Council Member K.

Nguyen that:

Substantial Amendment No. 1 to include and fund the Homeless Emergency Assistance and Rental Transition (HEART) Program in the amount of \$600,000; and to include the La Bonita Storm Drain Improvements that was completed in August 2019; and

Staff be directed to submit Substantial Amendment No. 1 to the U.S. Department of Housing and Urban Development.

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

PUBLIC HEARING - ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE GOLDEN STATE FINANCE AUTHORITY (GSFA) FOR THE BENEFIT OF SUNGROVE GARDEN GROVE AR, L.P. TO ASSIST WITH THE FINANCING OF AN EXISTING 82-UNIT SENIOR AFFORDABLE HOUSING PROJECT, SUNGROVE SENIOR APARTMENTS, LOCATED AT 12811 GARDEN GROVE BOULEVARD, GARDEN GROVE

Following staff presentation, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: None.

With no response from the audience, Mayor Jones closed the public hearing.

Following City Council discussion, it was moved by Council Member Klopfenstein, and seconded by Council Member T. Nguyen that:

Resolution No. 9585-19 entitled: A Resolution of the City Council of the City of Garden Grove approving for purposes of Section 147(f) of the Internal Revenue Code of 1986 the issuance of senior housing revenue bonds in an aggregate principal amount not to exceed \$12,000,000 by the Golden State Finance Authority to finance the acquisition, rehabilitation and equipping of the Sungrove Senior Housing Rental Project located within the City of Garden Grove; and making certain other findings, be adopted; and

Authorize any donated funds be appropriated into the Fiscal Year 2019-20 budget.

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

APPROPRIATION OF FUNDING AND AWARD OF SUB-RECIPIENT CONTRACTS TO INTERVAL HOUSE CRISIS SHELTERS AND MERCY HOUSE LIVING CENTERS FOR THE OPERATION OF A HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM

This matter was considered earlier in the meeting.

ADOPTION OF A RESOLUTION OF INTENTION TO VACATE THE SOUTHERN PORTION OF BRADY WAY, GARDEN GROVE, AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING

Following staff introduction, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Resolution No. 9586-19 entitled: A Resolution of the City Council of the City of Garden Grove, California, declaring its intention to vacate and abandon the southern portion of Brady Way south of Stanford Avenue, and setting a public hearing thereon, be adopted.

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

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

SECOND READING AND ADOPTION, BY TITLE ONLY, OF ORDINANCE NO. 2907

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

Following the reading of the title of Ordinance No. 2907 into the record, it was moved by Mayor Jones, seconded by Council Member K. Nguyen that:

Ordinance No. 2907 entitled: An Ordinance of the City Council of the City of Garden Grove approving Planned Unit Development No. PUD-104-81/86/90 (Rev. 2019) amending the General Use and Development Standards for Planned Unit Development No. PUD-104-81/86 Rev. 90 to reduce the required minimum parking area landscape setback for Area III B, be adopted.

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

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

SECOND READING AND ADOPTION, BY TITLE ONLY, OF ORDINANCE NO. 2908

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

Following the reading of the title of Ordinance No. 2908 into the record, it was moved by Mayor Jones, seconded by Council Member O'Neill that:

Ordinance No. 2908 entitled: An Ordinance of the City Council of the City of Garden Grove amending Chapter 8.60 of Title 8 of the Garden Grove Municipal Code relating to alarm systems, be adopted.

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

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

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

UPDATE ON OPTIONS TO MANAGE COYOTES CITYWIDE, INCLUDING
CONSIDERATION OF A PROPOSED COYOTE MANAGEMENT PLAN

City Manager Stiles thanked Public Works Director Bill Murray, Police Chief DaRé, and Assistant City Manager Stipe for their work on the proposed Coyote Management Plan, and Director Murray introduced the matter.

Council Member Klopfenstein thanked staff for their work in providing the Coyote Management Plan. She noted this topic's prominence on social media, and that the Garden Grove Neighborhood Association met and discussed possible best practices. She stated that she and Council Member Bui brought up taking a proactive approach at the last City Council meeting, and stressed the importance of outreach and education that is key to mitigating coyote activity. She thanked Neighborhood Improvement and Conservation Commissioner Bonnie Crawford for bringing attention to how the City of Anaheim has approached this issue. She stated that she advocated for a plan and thanked staff for their diligent work, that the plan does hit on key points such as threat levels, do's, don'ts, and tips, and urged residents to read through the report. She expressed understanding how social media provides a shared connection; however, she urged residents to take ownership within their own homes and neighborhoods and to use the coyote hotline to report sightings. She asked that a fact sheet be posted on the City's website and

social media platforms, and that the City partner with surrounding cities. She noted the need for Code Enforcement to address unkempt properties, and that she would like to work with Public Works to change some trash receptacles to animal resistant receptacles. She concluded that she intends on continuing to work on this issue.

Council Member Bui commented that people have expressed their fear of coyotes in their neighborhoods on social media, and this is a good step forward. He stated he would like the City Council to be updated on this issue, and noted there is a law against shooting coyotes that needs to be communicated to the residents.

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen, following a statement supporting the Coyote Management Plan and expressing satisfaction on taking a proactive approach that the City of Garden Grove Coyote Management Plan, be adopted.

Per the request of Council Member Brietigam, and agreement by Council Member T. Nguyen, Council Member Klopfenstein amended her motion to require a biannual update on coyote activity.

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

DRAFT POLICY OUTLINING THE SPENDING AND REPORTING GUIDELINES OF POTENTIAL DISTRICT BUDGET ALLOCATION FUNDS WITHIN THE CITY COUNCIL CONTINGENCY ACCOUNT AS REQUESTED BY THE CITY COUNCIL

Staff introduced this item and provided a report.

Council Member O'Neill expressed support for district budget allocation funds, and commented that it could incentivize council members to provide neighborhood outreach within their districts.

Council Member Brietigam agreed with Council Member O'Neill, and expressed frustration over the length of time it takes to get anything accomplished. He indicated that a district budget could facilitate district events or public art. He noted that a \$5,000 budget is a nominal amount, and that everyone has contributed to developing constraints on how to use the funds. He concluded that this would allow them to do things in the community in an expedited manner.

Council Member Bui stated that he did hear from a few people in support and some with concerns, such as dividing the city council and misuse of funds. He noted that Main Street is in District 4 and borders District 5, and suggested collaboration from time to time with districts bordering one another, or pooling all of the resources for

a larger event. He also noted that any funds being used would be transparent, overseen by the City Manager, and answerable to the constituents. Council Member Klopfenstein commented that in theory, district budgets are a good idea; however, she expressed concern that district budgets could create divisiveness among the City Council. She expressed that the City Council works very well together for the betterment of the city, and she would not want to see issues arising and destroying good working relationships. She also thought it would put the council members in a difficult position if they were to be asked to decide on how to use the funding among competing interests. She noted that there are things that can be done in the community under the current structure and suggested asking staff assistance to expedite projects or requests.

Council Member K. Nguyen stated that she stands behind her comments from the last City Council discussion, and she was disappointed not having seen a mechanism that would allow for a fair and transparent grant application process for the funds. She commented that staff has been amenable to assisting her.

Council Member T. Nguyen expressed that in the past three years the City Council has been working very well together and there has not been issues in terms of allocating funds, and stated that dividing contingency funds for each district is unnecessary. She commended staff for the work in providing the district budget report. She also expressed appreciation for the quick response and support from the City Manager and staff when she needs assistance.

Mayor Jones stated that he keeps an open mind when council members bring up ideas and that having district budgets is not a bad idea. He expressed that the City Council members work well together, and he encouraged sharing ideas to identify funds for projects. He expressed concern for the potential for politicizing district budgets and unnecessary spending that would take oversight. He encouraged city council members to respectfully work together to identify district projects without the formality of creating a district budget policy with the potential for unintended consequences.

Council Member Bui brought up resident complaints and the need to address graffiti within District 4, noting that the City does not abate graffiti on private property. Having a district budget could be used to assist property owners with graffiti abatement, such as buying paint or forming a coalition of volunteers.

Mayor Jones commented that graffiti is a citywide issue, and that the City has a robust graffiti abatement and volunteer program. He noted also that there is a public art fund that is funded by building permit fees. He encouraged the City Council to help one another with good ideas, such as a graffiti abatement program for private property or public art.

Council Member Brietigam noted that if there were a district budget, a higher quality paint could be purchased to assist with mitigating chronic graffiti. This

would not be a grant program for the public, but would be for the council member use within their district. He stated that this discussion proves the necessity of district budgets. He noted when he was first elected, he requested electrical boxes be painted and was told that there was no money available. He expressed frustration with the difficulty in getting projects approved for his district.

Council Member K. Nguyen noted that if there were a district budget, there would still be oversight by the City Manager's Office, and that laws and processes would have to be followed.

Council Member O'Neill stated that this policy for district budgets was well intended, and that each council member is very familiar with the needs within their districts.

Mayor Jones encouraged council members to communicate what they would like to get done in their districts and to support one another and passionately work towards using funds for projects that are in the best interest of the city and for individual districts.

Council Member T. Nguyen suggested listing district projects with consideration given every two months for each district.

Council Member K. Nguyen suggested using the annual city council retreat to discuss these types of topics dedicating time to allow for a plan and tangible outcomes.

Consensus from the Mayor and Council Members was not to take action on this matter.

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

Council Member Brietigam commented on attending a bowling tournament put on by the Chamber of Commerce. He also commented on attending an Eagle Scout ceremony for Santini Samolo.

Council Member O'Neill commented on the recent and seamless transition of the Garden Grove Fire Department to the Orange County Fire Authority. He noted that as the representative from Garden Grove to OCFA, if anyone has concerns or comments to contact him.

Council Member T. Nguyen announced that first day of school is tomorrow and she cautioned parents to drive safely. She invited everyone to attend the Mid-Autumn Children's Festival next Saturday at Atlantis Park.

Council Member K. Nguyen thanked Garden Grove Police for meeting with her and residents in District 6 to hear the concerns regarding parking and crime in their

neighborhood. She asked that staff look into street lighting on Jetty, Bluespruce, Spinnaker, Hilton, Dunklee, and Aspenwood. She commended Public Works for their hard work. She attended back to school night where students were provided with free school supplies at Bethany Church, noting the great partnership between community and church.

Council Member Klopfenstein paid tribute to Prisciliano Sanchez, a family friend and longtime Garden Grove resident, for completing steps to become a United States citizen. She noted that a lot of cities are going live with positive mosquito samples and one individual in Orange County did contract West Nile Virus. She reminded everyone to take extra precautions, and to dump and drain standing water on their property. She stated that she posted a checklist on her social media page taken from Vector Control, and that inspectors from Vector Control can be contacted either by phone or through ocvector.org. She requested that Vector Control checklist be posted to the City's webpage. She noted that the Department of Food and Agriculture will be treating the citrus greening disease in the Gilbert Street neighborhood around September 13, 2019. Residents will be notified 48 hours before treatment begins, and she encouraged residents to speak with the Department for insights into what property owners can do to prevent the spread of the disease. She noted a recently well attended meeting at the main branch library on this topic, and encouraged concerned residents to contact her or the Department of Food and Agriculture.

City Manager Stiles noted that the Fire Department transition has gone very smoothly and that OCFA Division Chief Roberts is integrated with Central Management and is attending Central Management meetings.

RECESS

At 9:00 p.m., Mayor Jones recessed the meeting to reconvene Closed Session in the Founders Room with all Council Members present.

RECONVENE

At 9:32 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

City Attorney Sandoval announced that no reportable action was taken during Closed Session.

ADJOURNMENT

At 9:33 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, September 10, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

ADJOURN CLOSED SESSION

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

CONVENE REGULAR MEETING

At 6:27 p.m., Mayor Jones convened the Regular Meeting in the Council Chamber with all Council Members present.

Mayor Jones announced no reportable action regarding Closed Session matters.

INVOCATION

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

ORAL COMMUNICATIONS

Speakers: Jonathon Swaim, John Hughes, Michelle Do, Leland Sisk, Nicholas Dibs, Tom Raber, Catherine Aveva, Jessica Reyes.

RECESS

At 7:02 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:04 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

APPROVAL OF AN AMENDMENT TO THE GARDEN GROVE POLICE ASSOCIATION'S MEMORANDUM OF UNDERSTANDING

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

Resolution No. 9587-19 entitled: A Resolution of the City Council of the City of Garden Grove amending the Memorandum of Understanding on salaries, wages, and fringe benefits for the Term 2018-2022 by and between the Garden Grove Police Association and the City of Garden Grove, be adopted.

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

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

The Finance Director be authorized to issue a purchase order in the amount of \$30,012.88 to National Auto Fleet Group for the purchase of one (1) new public works department truck.

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE (1) NEW POLICE DEPARTMENT ADMINISTRATIVE UTILITY VEHICLE

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

The Finance Director be authorized to issue a purchase order in the amount of \$40,692.73 to National Auto Fleet Group for the purchase of one (1) new police department administrative utility vehicle.

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

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

APPROVAL OF AMENDMENT NO. 2 TO AN AGREEMENT WITH KLEINFELDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE REPAIR AND REHABILITATION OF FOUR (4) FULLY BURIED RESERVOIRS

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

Amendment No. 2 to the existing agreement with Kleinfelder for professional engineering services in the amount of \$146,130; and

The City Manager be authorized to execute Amendment No. 2 to the agreement on behalf of the City, and make minor modifications as appropriate thereto.

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

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

WARRANTS

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

Regular Warrants 653595 through 653722; 653723 through 653949; 653950 through 654054; 654055 through 654191; 654192 through 654392; Wires W2582 through W2603; W2604 through W2607; and W654191 through W654392; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Payroll Warrants 183537 through 183649; Direct Deposits D353351 through D353986; and Wires W2622 through W2625; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

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

ACCEPTANCE OF PROJECT NO. 7407 – LA BONITA STREET STORM DRAIN IMPROVEMENTS AS COMPLETE

Following comments from City Council commending Public Works for this project, it was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

Project No. 7407 – La Bonita Street Storm Drain Improvements be accepted as complete; and

The City Manager be authorized to execute the Notice of Completion of Public Works Improvement and Work; and

The Finance Director be authorized to release the retention payment when appropriate to do so.

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

PUBLIC HEARING – ACCEPTANCE OF FISCAL YEAR 2018-19 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Following staff presentation, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: None.

With no response from the audience, Mayor Jones closed the public hearing.

Following City Council comments, it was moved by Council Member Klopfenstein, and seconded by Council Member Bui that:

Fiscal Year 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER) be accepted; and

Staff be directed to submit the Fiscal Year 2018-19 CAPER to the U.S. Department of Housing and Urban Development.

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

APPOINTMENT TO FILL A VACANCY ON THE ADMINISTRATIVE BOARD OF APPEALS

This matter was continued to September 24, 2019.

APPOINTMENT TO FILL A VACANCY ON THE PLANNING COMMISSION

This matter was continued to September 24, 2019.

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

UPDATE ON THE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) PROCESS AS REQUESTED BY CITY MANAGER STILES

City Manager Stiles introduced the matter noting that this topic is being discussed in numerous cities throughout California with the release of the Regional Housing Needs Assessment (RHNA) allocation methodology by the Department of Housing and Community Development (HCD).

Staff provided a report for information that included three options for RHNA allocations submitted by HCD. The Southern California Association of Governments (SCAG) will be selecting the methodology for the RHNA distribution in November,

and a letter was submitted to the Director of SCAG providing comment as to the preferable option for Garden Grove.

Council Member Bui commented on the issues raised by the residents concerning parking. He noted that City Management needs to bring this forward to the public so that the residents will understand and voice complaints. He commented that by imposing this number of required housing, SCAG needs to provide solutions in terms of traffic congestion and parking for the residents. He also noted the strain on police and fire resources. We need to bring our concerns to our elected officials in Sacramento.

City Manager Stiles noted that even a large scale project for Garden Grove, such as the former Galleria site being developed with 400 affordable senior housing units, as well as the numerous permitted accessory dwelling units, does not nearly meet any of the three allocation options. The City has responded to SCAG to voice objections for all of the allocation options; however, it was noted that Option 3 of the allocation methodology of just under 4,000 units would be preferable. He stated that local representatives will be requested to lobby on behalf of the City, and staff will be letting the City Council know the next steps moving forward.

Council Member Bui asked if the City can ask residents to help by writing to their state representatives.

City Manager Stiles stated that it may help and that we will know more within the next couple of months and that the City will use social media to reach out to residents.

Council Member Brietigam commented that this is an unreasonable expectation, and asked about the consequences for not meeting the RHNA allocation.

Staff responded that the requirement is to show that there is a capacity to develop housing to meet the allocation within the Housing Element of the City's General Plan over an eight year period.

City Attorney Sandoval noted the consequences for not having a certified Housing Element and General Plan would expose the City to litigation and could result in the City being prevented from issuing building permits for all development.

Council Member K. Nguyen noted the importance in getting accurate census to ensure adequate funding. She noted the housing crisis in California, and suggested linking the census activities, the upcoming Housing and Community Needs Workshops, and the RHNA allocation methodology options together to educate the public.

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

Council Member Brietigam commented in response to oral communications regarding feral cats, noting that the Orange County Humane Society will spay and neuter feral cats.

Council Member O'Neill commented in response to oral communications regarding the homeless issues at Gutosky Park, noting that this has been an ongoing problem, and special steps had to be taken to accommodate a girl scout troop to use the park for an event. He noted he has toured District 2 with the City Manager, Public Works Director, and the Building Official in order to identify problems, and that they are working diligently on resolving issues. He expressed that there might be a need for additional funding for park patrol and maintenance.

Council Member T. Nguyen noted that she and Council Members K. Nguyen and Bui participated in a fire operations exercise at the Orange County Fire Authority Headquarters, thanking OCFA for the opportunity.

Council Member K. Nguyen commented that she did bring up the need for more park patrol staffing at a past meeting, and she asked that staff provide analysis on expanding park patrol. She thanked the Orange County Fire Authority for the opportunity to participate in the fire operations exercise.

Council Member Klopfenstein commented in response to oral communications regarding feral cats, and noted that she will look into it and get back with the District 5 resident. She announced that mosquitoes tested positive for West Nile Virus on Brookhurst Street and Stanford Avenue area, and urged everyone to take extra precautions to protect family members and neighborhoods. She noted that she printed a mosquito source list for home inspection from the OC Vector website, and encouraged residents to read the list and mitigate on their own or contact OC Vector Control for an inspection. She asked staff to upload the checklist to the City's West Nile Virus webpage, and asked residents to look out for their vulnerable elderly neighbors. She asked that people not only post coyote sightings on social media, but to call the coyote hotline at 714-741-5286, and to leave as much information as possible such as date, time, area including cross streets, and the number of coyotes seen. She stated that today is Suicide Prevention day and all week is Suicide Prevention Week. She expressed for anyone listening who may be contemplating suicide that they matter and are not alone, and she encouraged reaching out to a crisis prevention center.

Council Member Bui noted that he was contacted regarding numerous feral cats, and when he forwarded the complaint to the Public Works Director, he was informed that the City does not have a code addressing the feeding of feral animals. He requested the City Attorney provide guidance and develop a code to prohibit the feeding of feral animals.

City Attorney Sandoval stated that an ordinance can be developed to prohibit feeding undomesticated animals; however, many people have bird feeders, which could be excluded.

City Manager Stiles noted that the City animal control can monitor this location to deter feeding feral cats.

Council Member Bui noted that the feeding of feral cats is causing a nuisance for the property owners that includes cat feces and urine, and asked for a potential remedy.

City Attorney Sandoval stated that the private property owners could file an action for a restraining order against the individual feeding the feral cats creating a nuisance.

City Manager Stiles announced that OCFA will be holding a brief ceremony at each of the Fire Stations to honor the victims and first responders of 9-11 on Wednesday, September 11, 2019, at 9:03 a.m., which is when the second plane crashed into the World Trade Center.

Mayor Jones announced the upcoming Housing and Community Needs Workshop that will help to determine the use of federal funds for development and infrastructure. The first workshop will be held on Wednesday, September 18, 2019, at 6:30 p.m. at Bolsa Grande High School cafeteria; and the second workshop will be on Thursday, October 17, 2019, at 6:30 p.m. in the Garden Grove Community Meeting Center. For more information, please visit the City's website at www.ggcity.org.

ADJOURNMENT

At 7:42 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, September 24, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file warrants. Date: 9/24/2019
(*Action Item*)

Attached are the warrants recommended to be received and filed as submitted.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants 9-04-19	9/19/2019	Warrants	09-24-19_CC_Warrants_(09-04-19).pdf
Warrants 9-12-19	9/19/2019	Warrants	09-24-19_CC_Warrants_(Payroll_09-12-19).pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651676	HOME DEPOT CREDIT SERVICES	REV & VOID	186.97 *
652221	HOME DEPOT CREDIT SERVICES	REV & VOID	529.93 *
654393	TIME WARNER CABLE	NETWORK COMMUNICT	2,700.00 *
654394	TOYOTA OF GARDEN GROVE	TAX REBATE	17,500.00 *
654395	TIMBERLINE CONSTRUCTION	DEPOSIT REFUND	5,000.00 *
654396	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	TAXES/LICENSES	465.48
		INTEREST COSTS	186.34
		LONG TERM DEBT	5,133.38
			5,785.20 *
654397	TPX COMMUNICATIONS CO	TELEPHONE	1,651.01
		NETWORK COMMUNICT	1,269.51
			2,920.52 *
654398	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	387.25 *
654399	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	382.59 *
654400	EMPLOYMENT DEVELOPMENT DEPT	WAGE ATTACHMENT	397.79 *
654401	COMMUTE WITH ENTERPRISE	OTHER RENTALS	3,790.00 *
654402	GOLDEN WEST COLLEGE CRIMINAL JUSTICE TRAINING CENTER	TUITION/TRAINING	254.00 *
654403	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	327.00 *
654404	MILLENNIUM OPERATIONS LLC KNOTT'S BERRY FARM	ADMN/ENTRANCE FEE	2,954.00 *
654405	MARIN CONSULTING ASSOCIATES	TUITION/TRAINING	1,500.00 *
654406	PILAR ALCIVAR MCCOY	OTHER PROF SERV	117.96 *
654407	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *

PAGE TOTAL FOR "*" LINES = 44,784.71

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654408	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	7,124.88 *
654409	CSMFO	TUITION/TRAINING	70.00 *
654410	HINGCO, PINKY	TRAVEL ADVANCE P.D.	656.00 *
654411	*OLIVO, JOSHUA	TRAVEL ADVANCE P.D.	170.00 *
654412	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	100.00 *
654413	CALIFORNIA PEACE OFFICERS ASSOCIATION	TUITION/TRAINING	500.00 *
654414	*VELLANOWETH, KIMBRA	TRAVEL ADVANCE P.D.	98.00 *
654415	VO, TIN TRUNG	WAGE ATTACHMENT RENT SUBSIDY	-237.25 949.00 711.75 *
654416	SCHWERMAN, CELESTE	WAGE ATTACHMENT RENT SUBSIDY	-150.00 1,373.00 1,223.00 *
654417	*BANUELOS, ALEJANDRO	DEP CARE REIMB	333.33 *
654418	*LEE, GRACE	DEP CARE REIMB	192.30 *
654419	RAO*, ANAND V.	MED TRUST REIMB	1,412.91 *
654420	*SANCHEZ, DAVID	DEP CARE REIMB	115.38 *
654421	MEERS, BRYAN	DEP CARE REIMB	192.30 *
654422	MELLEM, TRAVIS	DEP CARE REIMB	384.60 *
654423	*VICTORIA, ROD	DEP CARE REIMB	192.30 *
654424	KLOESS, GEOFFREY	DEP CARE REIMB	153.69 *
654425	AT&T CORP	TELEPHONE	10,987.51 *
654426	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	476.28 *
654427	MCI COMM SERVICE	TELEPHONE	35.81 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654428	SO CALIF EDISON CO	ELECTRICITY	5,851.26 *
654429	SO CALIF GAS CO	NATURAL GAS	10,125.86 *
654430	TIME WARNER CABLE	CABLE	619.74 *
654431	ANTHONY JORDAN FERNANDEZ	CABLE TV SERVICE	459.00 *
654432	MAYFLOWER DISTRIBUTING CO	OTHER PROF SUPPLIES	51.58 *
654433	AMERICAN BUSINESS BANK ATTN: VERONICA MORALES	WTR/SWR CONST CONTR	27,547.78 *
654434	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	975.00 *
654435	ANDRES MEDINA MOBILE WASH	MOTOR VEHICLE MAINT	1,997.50 *
654436	BARR AND CLARK, INC.	OTHER PROF SERV	320.00 *
654437	BAY ALARM COMPANY	MAINT OF REAL PROP	640.00 *
654438	*BELAIR, DIANE	UNIFORMS	240.00 *
654439	BLAIS & ASSOCIATES, INC.	OTHER PROF SERV	924.01 *
654440	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	1,032.70 *
654441	CDW-GOVERNMENT INC	SOFTWARE	264.77 *
654442	CSG CONSULTANTS, INC.	OTHER PROF SERV	8,250.00 *
654443	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	1,609.50 *
654444	CADD MICROSYSTEMS INC	MAINT-SERV CONTRACTS	470.25 *
654445	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	2,889.00 *
654446	CHAPMAN AVE CAR WASH	MOTOR VEHICLE MAINT	5,813.25 *
654447	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	380.00 *
654448	C.G. LANDSCAPE, INC.	MAINT-SERV CONTRACTS	1,900.00 *
654449	COMMUNITY VETERINARY HOSPITAL	POLICE CANINE EXP	66.50 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654450	COMLOCK SECURITY GROUP COMMERCIAL LOCK & SECURITY	REPAIRS-FURN/MACH/EQ REPRO SUPPLIES	275.50 199.00 474.50 *
654451	COSTCO MEMBERSHIP	DUES/MEMBERSHIPS	120.00 *
654452	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	3,010.08 *
654453	L.N.CURTIS & SONS	GUNS/AMMUNITION	1,997.94 *
654454	DANIELS TIRE SERVICE	WHSE INVENTORY	823.96 *
654455	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	256.80 *
654456	BOYS AND GIRLS CLUB OF GARDEN GROVE, INC.	OTHER PROF SERV	50,000.00 *
654457	GREEN HALO SYSTEMS	SOFTWARE	3,273.00 *
654458	HILL'S BROS LOCK & SAFE INC	OTHER MINOR TOOLS/EQ	59.27 *
654459	THE HOME DEPOT PRO	WHSE INVENTORY	3,513.32 *
654460	DANGELO CO	WHSE INVENTORY	1,879.76 *
654461	JESSE STEVEN GOODSON II TIGER FLOORING	OTHER PROF SERV	1,982.00 *
654462	KELLY PAPER	WHSE INVENTORY	241.30 *
654463	KEYSER/MARSTON ASSOCIATES INC	OTHER PROF SERV	135.00 *
654464	KILMER, WAGNER & WISE PAPER COMPANY, INC.	PAPER/ENVELOPES	383.70 *
654465	KNORR SYSTEMS, INC. ACCOUNTS RECEIVABLE	REPAIRS-FURN/MACH/EQ OTHER MAINT ITEMS	1,858.25 1,863.18 3,721.43 *
654466	KOA CORPORATION	OTHER PROF SERV	18,797.58 *
654467	L.C. ACTION POLICE SUPPLY	GUNS/AMMUNITION	1,955.42 *
654468	LANGUAGE LINE SERVICES	TELEPHONE	113.74 *
654469	NAN MCKAY & ASSOCIATES INC	BOOKS/SUBS/CASSETTES	239.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654470	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	2,465.72 *
654471	SUPERCO SPECIALTY PRODUCTS DIVISION OF MOMAR, INCORPORATED	JANITORIAL SUPPLIES	399.05 *
654472	MONTGOMERY HARDWARE CO	WHSE INVENTORY	1,988.82 *
654473	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	21,474.00 *
654474	NIAGARA PLUMBING	PIPES/APPURTENANCES	59.06 *
654475	O.C. HOUSING AUTHORITY	MOBILITY INSP FEE	4,050.00 *
654476	OCN, IND, WHJ	ADVERTISING LEGAL FEES	240.00 590.00 830.00 *
654477	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	1,200.68 *
654478	PACIFIC HYDROTECH CORPORATION	WTR/SWR CONST CONTR	523,407.85 *
654479	PLANETBIDS, INC.	MAINT-SERV CONTRACTS	6,750.00 *
654480	PRO-FORCE LAW ENFORCEMENT	UNIFORMS	969.11 *
654481	PTM GENERAL ENGINEERING SERVICES, INC.	STREET CONSTR CONT	74,813.31 *
654482	REFRIGERATION SUPPLIES DISTRIBUTOR	AIR COND SUPPLIES	576.67 *
654483	SMART CARE EQUIPMENT SOLUTIONS EEC ACQUISITION LLC	MAINT-SERV CONTRACTS	267.95 *
654484	SOUTH COAST AQMD	PERMITS/OTHER FEES	1,084.50 *
654485	SOUTHERN PROPERTY CONSULTANTS DBA: INDUSTRIAL AUTOMATION CO	ELECTRICAL SUPPLIES	997.00 *
654486	SPARKLETT'S	BOTTLED WATER	545.30 *
654487	SUNBELT RENTALS	HEAVY EQUIP RENTAL	729.45 *
654488	SUPERION LLC	OTHER PROF SERV	35,798.30 *
654489	TARGET SPECIALTY PRODUCTS, INC	OTHER MAINT ITEMS	100.19 *
654490	THOMSON REUTERS- WEST	DUES/MEMBERSHIPS	1,989.65 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654491	TIME WARNER CABLE	CABLE TV SERVICE	560.89 *
654492	TOP GEAR INC DBA HELMETS R US INC	OTHER PROF SUPPLIES	1,292.50 *
654493	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	7,490.09 *
654494	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	123.50 *
654495	TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL	MAINT-SERV CONTRACTS OTHER MAINT ITEMS	719.62 65.20 784.82 *
654496	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	MONITORED EQUIP	4,366.45 *
654497	U.S. ARMOR CORP.	UNIFORMS	5,111.50 *
654498	UNIFIRST CORP	LAUNDRY SERVICES	1,188.68 *
654499	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	461.10 *
654500	VASILJ INC. DBA IVANKO	STORM DRAIN CONST	36,765.00 *
654501	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	5,771.63 *
654502	WALLINGFORD, TIMOTHY	OTHER MINOR TOOLS/EQ	952.64 *
654503	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	101.87 *
654504	WAXIE SANITARY SUPPLY	WHSE INVENTORY	320.05 *
654505	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	91,507.49 *
654506	SAFARILAND, LLC	OTHER PROF SUPPLIES	792.17 *
654507	MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL	66.00 *
654508	MORALES, HUGO	CABLE TV SERVICE	300.00 *
654509	WEST, NEIL	DEPOSIT REFUNDS	35.00 *
654510	FULKERSON, RUSSELL	DEPOSIT REFUNDS	424.00 *
654511	COLEMAN, MAHEALANI	DEPOSIT REFUNDS	50.00 *

PAGE TOTAL FOR "*" LINES = 158,465.38

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654512	DO, PETER KHANH	DEPOSIT REFUNDS	250.00 *
654513	LEUNG, CALVIN	LICENSING REVENUE	27.00 *
654514	NAJERA, BENITO V	DEPOSIT REFUNDS	1,000.00 *
654515	KIM, BOKHEE	MISC REFUND	117.17 *
654516	LAWYERS TITLE	DEPOSIT REFUNDS	100.00 *
654517	BOLSA GUNSMITHING	OTHER BLD/EQ/ST SERV	85.00 *
654518	*DIEMERT, RON	SAFETY EQ/SUPPLIES	81.55 *
654519	FALSE ALARM REDUCTION ASSN. C/O INNOVATIVE RESOURCES, LLC	DUES/MEMBERSHIPS	175.00 *
654520	CALIF PARK & RECREATION SOCIETY CPRS	DUES/MEMBERSHIPS	150.00 *
654521	IMPERIAL SPRINKLER SUPPLY INC	WHSE INVENTORY	198.35 *
654522	NATURE'S GROWERS NURSERY	SEEDS/PLANTS	26.72 *
654523	VERITIV OPERATING COMPANY	WHSE INVENTORY	107.45 *
654524	LEXISNEXIS RISK SOLUTIONS	BOOKS/SUBS/CASSETTES	656.00 *
654525	DIRECTV	CABLE TV SERVICE	145.98 *
654526	*ROMBOUGH, JENNIFER	P.D. TRAINING DEP	25.00 *
654527	CROSTOWN ELECTRICAL & DATA, INC.	MAINT-SERV CONTRACTS	1,440.00 *
654528	A-THRONE CO., INC.	OTHER RENTALS	107.15 *
654529	COMPETITIVE AQUATIC SUPPLY	UNIFORMS	1,728.04 *
654530	LABSOURCE, INC.	WHSE INVENTORY	1,696.50 *
654531	MORAN, MARIE	FOOD	90.76 *
654532	BLODGETT BAYLOSIS ENVNMTL PLNG	DEPOSIT REFUND	6,935.00 *
654533	STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	20,735.94 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654534	YO-FIRE SUPPLIES	WHSE INVENTORY	258.39 *
654535	THE GEO GROUP, INC. ATTN: CONTROLLER	JAILER SERVICES	49,295.67 *
654536	EVIDENT CRIME SCENE PRODUCTS	MEDICAL SUPPLIES	103.24 *
654537	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	539.65 *
654538	SOUTHERN COMPUTER WAREHOUSE	MINOR FURN/EQUIP	660.97 *
654539	BERTHA BELTRAN	DEPOSIT REFUNDS	70.00 *
654540	RH CREATIVE SOLUTIONS	OFFICE SUPPLIES/EXP	84.88 *
654541	WESTMINSTER MUSIC SCHOOL	DEPOSIT REFUNDS	500.00 *
654542	LIEBERT CASSIDY WHITMORE	LEGAL FEES	385.00 *
654543	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	113.98 *
654544	ALBERTSONS	BOTTLED WATER	4.19
		OTHER FOOD ITEMS	39.04
			43.23 *
654545	*CARRISOZA, ALBERT	SAFETY EQ/SUPPLIES	217.49 *
654546	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	OTHER PROF SERV	8,354.00 *
654547	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	4,375.00
		OTHER PROF SERV	2,175.00
			6,550.00 *
654548	HUGHES COMMUNICATION INC DBA: HUGHES NETWORK SYSTEMS LLC	OTHER MAINT ITEMS	185.08 *
654549	EBERHARD EQUIPMENT	HEAVY EQUIP RENTAL	438.26 *
654550	THE SAUCE CREATIVE SERVICES	OTHER PROF SERV	550.00 *
654551	ANICETO, BENJAMIN	WATER CLOSING BILL REFUND	43.36 *
654552	STEVENS JR., CHARLES A	WATER CLOSING BILL REFUND	8.00 *
654553	SILVER, CINDY	WATER CLOSING BILL REFUND	15.32 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654554	NGUYEN, KIMBERLY	WATER CLOSING BILL REFUND	23.79 *
654555	SANTIAGO, LOURDES B	WATER CLOSING BILL REFUND	45.18 *
654556	NGUYEN, DUONG	WATER CLOSING BILL REFUND	48.82 *
654557	PETERSEN, SANDRA	WATER CLOSING BILL REFUND	57.92 *
654558	BELL, RALPH F	WATER CLOSING BILL REFUND	83.89 *
654559	NGUYEN, THAO	WATER CLOSING BILL REFUND	68.91 *
654560	LOWTHER, MEGAN	WATER CLOSING BILL REFUND	12.01 *
654561	TRAN, CHINH	WATER CLOSING BILL REFUND	53.20 *
654562	LAM, MAITRINH	WATER CLOSING BILL REFUND	46.47 *
654563	HANLON, WILLIAM & KRISTINE	WATER CLOSING BILL REFUND	33.94 *
654564	WAGNER, TERESA	WATER CLOSING BILL REFUND	65.85 *
654565	LAM, HAN NGOC	WATER CLOSING BILL REFUND	17.54 *
654566	ANTONIO, SAMUEL	WATER CLOSING BILL REFUND	7.27 *
654567	LANDAU, CECILE	WATER CLOSING BILL REFUND	2.65 *
654568	JHT GROUP INCORPORATED	WATER CLOSING BILL REFUND	34.61 *
654569	RIVERA-WARD, AMBER	WATER CLOSING BILL REFUND	47.39 *
654570	NGUYEN, DUNG	WATER CLOSING BILL REFUND	30.93 *
654571	NGUYEN, PHAN	WATER CLOSING BILL REFUND	62.85 *
654572	SCHULTZ, DARREL	WATER CLOSING BILL REFUND	70.00 *
654573	CALIMLIM, RYAN	WATER CLOSING BILL REFUND	35.13 *
654574	NGUYEN, TOAN	WATER CLOSING BILL REFUND	24.82 *
654575	TRAN, NHI	WATER CLOSING BILL REFUND	42.92 *

PAGE TOTAL FOR "*" LINES = 916.09

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654576	CHAVEZ, ROBERT	WATER CLOSING BILL REFUND	5.88 *
654577	NGUYEN, CUNG T	WATER CLOSING BILL REFUND	299.89 *
654578	LE, TIFFANY	WATER CLOSING BILL REFUND	41.68 *
654579	TON, DE	WATER CLOSING BILL REFUND	11.39 *
654580	TON, DE	WATER CLOSING BILL REFUND	19.58 *
654581	JOHNSON, JENNIFER	WATER CLOSING BILL REFUND	21.72 *
654582	NEUMAN, MITZI	WATER CLOSING BILL REFUND	41.54 *
654583	LEUNG, JOSEPH J	WATER CLOSING BILL REFUND	70.00 *
654584	HSBC BANK C/O ALTI SOURCE	WATER CLOSING BILL REFUND	56.77 *
654585	LE, HAI	WATER CLOSING BILL REFUND	41.00 *
654586	JKV SPV LLC	WATER CLOSING BILL REFUND	86.34 *
654587	PHAM, QUYEN	RENT SUBSIDY	1,007.00 *
W2608	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCRUED LIAB CLAIMS	25,000.00
		LEGAL FEES	49,290.48
			74,290.48 *
W2609	ORANGE COUNTY FIRE AUTHORITY	ANNUAL LV BUYBACK	140,894.06 *
W2610	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY - EVENT REG	IMPORT WTR-MWDOC	851,966.65 *
W2611	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	3,137.98 *
W2612	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
W2613	ORANGE COUNTY FIRE AUTHORITY	OTHER PROF SERV	1,931,500.00 *
W2614	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	688,384.78 *
W2615	M.R.	WAGE ATTACHMENT	461.54 *
W2616	S.W.	WAGE ATTACHMENT	553.85 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/04/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
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FINAL TOTAL 4,872,728.97 *

DEMANDS #654393 - 654587 AND WIRES W2608 - W2616 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL SEPTEMBER 4, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

NAME	WARRANT NUMBER	AMOUNT	DATE	STATUS	AMOUNT
SHANE MELLE	183528	-9916.02	09/12/19	VOID	1201.26
TRAVIS M MELLE	183651	540.02	09/12/19	VOID	15615.57
SHANE D MELLE	183653	9387.57	09/12/19	VOID	98.33
EUN WHA LEE	183655	284.53	09/12/19	VOID	1902.36
DIANE BELAIR	183657	1816.66	09/12/19	VOID	2005.43
ARTHUR J FLORES	183659	2226.19	09/12/19	VOID	582.19
HANNAH F ALLEN	183661	289.76	09/12/19	VOID	1194.29
VICTOR DE ROSAS	183663	65.62	09/12/19	VOID	401.60
TAMMY D LE	183665	198.12	09/12/19	VOID	339.36
HEAVYN J NANCE	183667	439.47	09/12/19	VOID	281.84
ETHAN TANG	183669	86.68	09/12/19	VOID	132.20
SAVANATHA B VARGAS	183671	241.35	09/12/19	VOID	232.35
WILLIAM ALLISON	183673	5506.94	09/12/19	VOID	4464.87
O.C.E.A. GENERAL	183675	2299.18	09/12/19	VOID	1101.59
COMMUNITY HEALTH CHARITI	183677	45.00	09/12/19	VOID	1570.00
CAROL E BECKLES	D353985	49.27	09/12/19	VOID	459.87
PHAT T BUI	D353987	175.77	09/12/19	VOID	323.48
STEPHANIE L KLOPFENSTEIN	D353989	265.12	09/12/19	VOID	411.16
KIM B NGUYEN	D353991	412.67	09/12/19	VOID	445.07
PAMELA M HADDAD	D353993	1641.87	09/12/19	VOID	708.01
SHAWN S PARK	D353995	2091.67	09/12/19	VOID	6842.35
MARIA A STIPE	D353997	5342.14	09/12/19	VOID	2014.82
MARITZA PIZARRO	D353999	1776.33	09/12/19	VOID	1691.19
TERESA L POMEROY	D354001	3152.63	09/12/19	VOID	2031.40
VERONICA AVILA	D354003	1958.90	09/12/19	VOID	2057.13
NOELLE N KIM	D354005	1927.80	09/12/19	VOID	625.55
MARIE L MORAN	D354007	2473.31	09/12/19	VOID	3476.08
KRISTY H THAI	D354009	2242.59	09/12/19	VOID	2083.49
VY D HO	D354011	1510.00	09/12/19	VOID	4427.09
VILMA C KLOESS	D354013	2266.19	09/12/19	VOID	1845.22
TAMMY LE	D354015	1270.73	09/12/19	VOID	2284.42
MARIA A NAVARRO	D354017	2293.59	09/12/19	VOID	2062.60
QUANG NGUYEN	D354019	2445.94	09/12/19	VOID	2157.02
THYANA T PHI	D354021	2378.22	09/12/19	VOID	2209.24
TANYA L TO	D354023	1459.40	09/12/19	VOID	2086.08
ELAINE TRUONG	D354025	1572.17	09/12/19	VOID	1548.20
SYLVIA GARCIA	D354027	2059.32	09/12/19	VOID	4378.54
KAREN M HARRIS	D354029	2125.16	09/12/19	VOID	938.16
TREVOR G SMOUSE	D354031	3021.40	09/12/19	VOID	2561.16
ANN C EIFERT	D354033	2627.82	09/12/19	VOID	2121.62
MARY ANN M ALCANCIA	D354035	1975.00	09/12/19	VOID	1081.80
ROBERT W MAY	D354037	3035.76	09/12/19	VOID	1428.04
HEIDY Y MUNOZ	D354039	1602.70	09/12/19	VOID	1840.47
LIGIA ANDREI	D354041	987.92	09/12/19	VOID	1653.20
KAREN J BROWN	D354043	2546.18	09/12/19	VOID	2246.92
JEFF N KURAMOTO	D354045	1735.25	09/12/19	VOID	1554.65
EDWARD E MARVIN JR	D354047	3033.66	09/12/19	VOID	1707.65
JENNIFER L PETERSON	D354049		09/12/19	VOID	1684.57
ROBERTO RODRIGUEZ	183650		09/12/19	VOID	
ELLIS EUN ROK CHANG	183652		09/12/19	VOID	
EUN WHA LEE	183654		09/12/19	VOID	
JUDITH A MOORE	183656		09/12/19	VOID	
MICHAEL F ROCHA	183658		09/12/19	VOID	
EDWIN O THURMAN JR	183660		09/12/19	VOID	
DEANNA M CHUMACERO	183662		09/12/19	VOID	
STEVEN E GOMEZ	183664		09/12/19	VOID	
ZAIDA E MONARES	183666		09/12/19	VOID	
EDOUARD T PHAN	183668		09/12/19	VOID	
JACOB THAOSATIEN	183670		09/12/19	VOID	
DANIEL A ZEMBOWER	183672		09/12/19	VOID	
LINDA A CAHILL	183674		09/12/19	VOID	
O.C.E.A.	183676		09/12/19	VOID	
GARDEN GROVE POLICE ASSO	183678		09/12/19	VOID	
GEORGE S BRIETIGAM III	D353986		09/12/19	VOID	
STEVEN R JONES	D353988		09/12/19	VOID	
DIEDRE THU HA NGUYEN	D353990		09/12/19	VOID	
JOHN R O'NEILL	D353992		09/12/19	VOID	
BRITTANI L JOHNSON	D353994		09/12/19	VOID	
SCOTT C STILES	D353996		09/12/19	VOID	
MEENA YOO	D353998		09/12/19	VOID	
AMANDA M POLLOCK	D354000		09/12/19	VOID	
LIZABETH C VASQUEZ	D354002		09/12/19	VOID	
JEFFREY P DAVIS	D354004		09/12/19	VOID	
MISSY M MENDOZA	D354006		09/12/19	VOID	
ANA E PULIDO	D354008		09/12/19	VOID	
SHAUNA J CARRENO	D354010		09/12/19	VOID	
DANNY HUYNH	D354012		09/12/19	VOID	
IVY LE	D354014		09/12/19	VOID	
LINDA MIDDENDORF	D354016		09/12/19	VOID	
PHUONG VIEN T NGUYEN	D354018		09/12/19	VOID	
TINA T NGUYEN	D354020		09/12/19	VOID	
MARIA RAMOS	D354022		09/12/19	VOID	
CUONG K TRAN	D354024		09/12/19	VOID	
THANH-NGUYEN VO	D354026		09/12/19	VOID	
YUAN SONG	D354028		09/12/19	VOID	
CHRISTI C MENDOZA	D354030		09/12/19	VOID	
JANET J CHUNG	D354032		09/12/19	VOID	
MARGARITA A ABOLA	D354034		09/12/19	VOID	
MARISA ATIN RAMOS	D354036		09/12/19	VOID	
SHAWNA A McDONOUGH	D354038		09/12/19	VOID	
SELAMAWIT NIGATU	D354040		09/12/19	VOID	
ARIANA B BAUTISTA	D354042		09/12/19	VOID	
CORINNE L HOFFMAN	D354044		09/12/19	VOID	
CHELSEA E LUKAS	D354046		09/12/19	VOID	
ANGELA M MENDEZ	D354048		09/12/19	VOID	
ANH PHAM	D354050		09/12/19	VOID	

**** PAGE TOTAL = 175834.24

D354051	EVA RAMIREZ	1922.11	D354052	ALEXIS B ROMERO	1824.53
D354053	JAIME F CHAVEZ	1505.46	D354054	GARY F HERNANDEZ	1631.13
D354055	NEAL M MANALANSAN	1640.16	D354056	DANIEL J SANCHEZ	1570.32
D354057	SANDRA E SEGAWA	3398.43	D354058	ALANA R CHENG	2920.11
D354059	PAUL GUERRERO	2590.54	D354060	LISA L KIM	4668.14
D354061	JULIE A ASHLEIGH	1876.34	D354062	MICHAEL G AUSTIN	2513.68
D354063	RITA M CRAMER	2175.34	D354064	CHRISTOPHER J CRANDALL	2573.27
D354065	BYRON T DAHLHEIMER	2026.27	D354066	DAVID A DENT	3919.92
D354067	TODD C HARTWIG	2574.41	D354068	RALPH V HERNANDEZ	2238.45
D354069	AARON J HODSON	2244.36	D354070	DONALD E LUCAS	2773.40
D354071	SVETLANA MOURE	2087.19	D354072	PHU T NGUYEN	3439.02
D354073	LORENA J QUILLA-SOULES	2440.53	D354074	PEDRO ROQUE	2240.71
D354075	MARCO A VALADEZ	727.07	D354076	CHRISTOPHER CHUNG	2594.40
D354077	PRITT J KASKLA	1752.02	D354078	HUONG Q LY	1842.86
D354079	LEE W MARINO	3799.21	D354080	MARIA L MEDRANO	2126.98
D354081	MARIA C PARRA	2968.41	D354082	GREG BLODGETT	3673.16
D354083	MONICA COVARRUBIAS	2916.17	D354084	GRACE E LEE	2165.65
D354085	AMEENAH ABU-HAMDIYYAH	1656.50	D354086	ROY N ROBBINS	3248.71
D354087	TIMOTHY E THRONE	1798.54	D354088	ALLISON D WILSON	2057.86
D354089	MICHAEL C BOS	2030.16	D354090	DANIEL J CANDELARIA	4077.54
D354091	VINCENT L DE LA ROSA	2048.08	D354092	KAMYAR DIBAJ	1121.71
D354093	ALICIA M HOFER	1688.99	D354094	NICOLAS C HSIEH	2866.22
D354095	ROSEMARIE JACOT	1973.12	D354096	SHAN L LEWIS	2177.08
D354097	NAVIN B MARU	3459.73	D354098	JUAN C NAVARRO	2252.52
D354099	MICHAEL F SANTOS	2902.29	D354100	MARK P UPHUS	4066.35
D354101	JOSE A VASQUEZ	3052.31	D354102	ANA G VERGARA NEAL	2347.89
D354103	DAI C VU	3879.58	D354104	KHANG L VU	5334.63
D354105	CHRISTOPHER L ALLEN	1946.55	D354106	JOSHUA J ARIONUS	2194.68
D354107	ALEJANDRO BANUELOS	1419.67	D354108	JAN BERGER	2246.23
D354109	ROBERT P BERMUDEZ	686.30	D354110	TIM P CANNON	6373.02
D354111	CARINA M DAN	1894.92	D354112	RYAN H DAVIS	1662.10
D354113	RONALD W DIEMERT	1944.75	D354114	CHRIS N ESCOBAR	2405.95
D354115	ALEJANDRO GONZALEZ	6775.06	D354116	MICHAEL J GRAY	2500.09
D354117	LARRY GRIFFIN	3003.80	D354118	ROBERT A HAENDIGES	2809.63
D354119	RYAN S HART	1860.78	D354120	EDWARD A HUY	2789.04
D354121	VIDAL JIMENEZ	1830.31	D354122	LIYAN JIN	2605.42
D354123	SAMUEL K KIM	3644.59	D354124	AMANDA LE LAI	389.65
D354125	REBECCA PIK KWAN LI	3424.16	D354126	DAVID MA'AE	1935.79
D354127	TYLER MEISLAHN	1883.49	D354128	JESSE K MONTGOMERY	2007.35
D354129	JUSTIN M MORRIS	1436.19	D354130	STEVEN J MOYA JR	2120.68
D354131	BASIL G MURAD	2785.69	D354132	KIRK L NATLAND	1239.75
D354133	DUC TRUNG NGUYEN	1909.55	D354134	CORNELIU NICOLAE	2681.39
D354135	ANDREW I ORNELAS	2082.75	D354136	DAVID A ORTEGA	2387.91
D354137	CELESTINO J PASILLAS	2642.62	D354138	WILLIAM F PEARSON	2267.02
D354139	CHRISTOPHER B PRUDHOMME	1476.78	D354140	ESTEBAN H RODRIGUEZ	1383.13
D354141	JESSICA J ROSA	2903.74	D354142	LES A RUITENSCHILD	2806.78
D354143	JONATHAN RUIZ	2035.71	D354144	ALEXIS SANTOS	1039.76
D354145	ADRIAN M SARMIENTO	3267.53	D354146	ALBERT TALAMANTES JR	1721.06

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D354147	MINH K TRAN	2324.85	D354148	ALEJANDRO VALENZUELA JR	1151.27
D354149	ALEJANDRO N VALENZUELA	2153.40	D354150	KATHLEEN N VICTORIA	1012.49
D354151	RONALD J WOLLAND	1296.74	D354152	VICTOR K YERGENSEN	1901.57
D354153	ALICE K FREGOSO	1865.86	D354154	ALICIA R GARCIA	682.60
D354155	RAQUEL K MANSON	2564.06	D354156	WILLIAM E MURRAY JR	6133.18
D354157	EMILY H TRIMBLE	1867.54	D354158	ALFRED J AGUIRRE	2391.52
D354159	EDWARD D AMBRIZ GARCIA	582.74	D354160	RODOLPHO M BECERRA	1962.83
D354161	RAYMOND A BUCHLER	2284.84	D354162	EDGAR A CANO	1708.70
D354163	ALBERT J CARRISOZA	1637.58	D354164	GABRIELA R CONTRERAS	2598.53
D354165	JULIE T COTTON	1877.31	D354166	DANIEL A DEL ROSARIO	555.80
D354167	DOROTHY I DUATA	523.65	D354168	ERIC M ESPINOZA	1752.45
D354169	ALBERT R EURS II	2432.04	D354170	ROBERT J FRANCO	646.79
D354171	MAURICIO S GARCIA	2393.22	D354172	CASEY G GIROUARD	2097.59
D354173	HERMILO HERNANDEZ	1578.66	D354174	DARNELL D JERRY	442.65
D354175	BRENT KAYLOR	2310.14	D354176	MARK W LADNEY	2634.53
D354177	RAUL LEYVA	2483.62	D354178	ANTONIO R MARTIN	2169.38
D354179	DIEGO A MEJIA	1703.91	D354180	RIGOBERTO MENDEZ	2376.41
D354181	STEVEN T ORTIZ	2246.71	D354182	PHILLIP Q PHAM	545.62
D354183	RICHARD L PINKSTON	2268.39	D354184	JOSE J ROMAN	540.16
D354185	ALEXIS P TARIN	1925.96	D354186	STEVE J TAUANU'U	3606.47
D354187	SUSAN VITALI	746.84	D354188	STEPHANIE A WASINGER	689.16
D354189	IOAN ANDREI	942.55	D354190	SYLVESTER A BABINSKI IV	1548.02
D354191	DONEISHA L BELL	506.60	D354192	JEFFREY G CANTRELL	1969.99
D354193	JAMES CUNNINGHAM	2328.43	D354194	JULIA ESPINOZA	1069.80
D354195	CECELIA A FERNANDEZ	1168.73	D354196	CONRAD A FERNANDEZ	1003.15
D354197	DIANA GOMEZ	787.65	D354198	JORGE GONZALEZ	1214.87
D354199	MICHAEL R GREENE	2192.59	D354200	RONALD D GUSMAN	1000.79
D354201	GLORIA A HARO	1137.52	D354202	ERIC W JOHNSON	1122.90
D354203	LEONEL A LAMAS	616.14	D354204	DION J MATSON JR	321.06
D354205	KHUONG NGUYEN	1181.94	D354206	DELFRADO C REYES	1181.94
D354207	RAFAEL ROBLES	1572.77	D354208	ADRIANNA M RODRIGUEZ	985.24
D354209	RODERICK THURMAN	1838.76	D354210	EVARISTO VERA	1529.98
D354211	RICHARD L WILLIAMS	1798.06	D354212	ANSELMO AGUIRRE	1874.18
D354213	DOMINIC CAMERA	686.91	D354214	PHILLIP J CARTER	2503.39
D354215	RICK L DUVAL	2721.52	D354216	AARON R HANSEN	2181.28
D354217	HUY HOA HUYNH	2098.27	D354218	MATTHEW D ILFELD	1371.11
D354219	BRYAN D KWATKOWSKI	1477.57	D354220	ALFREDO MARTINEZ	1410.79
D354221	DANIEL C MOSS	1036.06	D354222	ROLANDO QUIROZ	1686.19
D354223	TODD R REED	2126.57	D354224	WILLIAM A SOTO	439.02
D354225	LUIS A TAPIA	2798.14	D354226	MICHAEL W THOMPSON	2742.77
D354227	JOSEPH E TRUJILLO	653.18	D354228	WILLIAM J WHITE	1979.14
D354229	JESSE GUZMAN	2497.77	D354230	MARK M KHALIL	1910.32
D354231	BRETT A MEISLAHN	2505.08	D354232	DOUGLAS A MOORE	1993.33
D354233	ANDREW J MORELAND	537.58	D354234	AUSTIN H POWELL	1785.17
D354235	MELVIN P REED	1451.59	D354236	STEPHEN D SUDDUTH	1239.86
D354237	TIMOTHY WALLINGFORD	2193.13	D354238	SOUHELIA K GOUNTOUMA	1858.52
D354239	ALBERT J HOLMON III	3300.16	D354240	VICTOR T BLAS	3015.83
D354241	FRANK X DE LA ROSA	3468.35	D354242	JEREMY J GLENN	1319.17

**** PAGE TOTAL = 164549.19

D354243	JOSE GOMEZ	1937.80	D354244	MICHAEL V GUERRERO	1368.99
D354245	BRENT W HAYES	3273.05	D354246	FRANK D HOWENSTEIN	2276.54
D354247	ALLEN G KIRZHNER	2124.20	D354248	BRANDON S NUNES	1233.76
D354249	STEPHEN PORRAS	3373.35	D354250	JESSE VIRAMONTES	1965.69
D354251	JOHN ZAVALA	2451.91	D354252	KAETLYN L AGATEP	22.03
D354253	YOLANDA A ALVARADO	92.87	D354254	STEPHANIE AMBRIZ	300.73
D354255	JOSELYN D AVALOS	197.83	D354256	REBECCA J BAILOR	492.24
D354257	JOSUE BARREIRO MENDOZA	1311.87	D354258	ALEXIS R BAUTISTA-MOYANO	172.96
D354259	DYLAN J BOGGAN	372.23	D354260	RACHEL M CAMARENA	1919.41
D354261	RENE CAMARENA	1785.53	D354262	ABEL A CARDONA	105.77
D354263	VICTORIA M CASILLAS	1786.53	D354264	RACHAEL M CHOATE	312.35
D354265	ALEXANDRA M COLE	102.46	D354266	AMANDA D CROSS	1621.77
D354267	GISELL L CRUZ	569.25	D354268	KENNETH E CUMMINGS	952.35
D354269	MARLY DELGADO CHAVEZ	415.46	D354270	GABRIELA DIAZ	558.63
D354271	LORENE U DO-LE	66.10	D354272	KELDEN A DOWNS	82.62
D354273	GRISSELL V EVERASTICO	487.79	D354274	MARK C FREEMAN	2818.96
D354275	JARED D GARCIA	682.81	D354276	VANESSA L GARCIA	541.40
D354277	ALINA D GONZALEZ	220.34	D354278	JACOB R GRANT	2173.44
D354279	CASSIDY D HUTTON	22.03	D354280	KALYSTA N LOPEZ	297.46
D354281	ELAINE M MA'AE	2431.49	D354282	JOHANA L MALDONADO	403.58
D354283	LORENA OCHOA MCINTYRE	2744.32	D354284	JESUS MEDINA	1697.80
D354285	JUAN MEDINA	2029.29	D354286	JOHN A MONTANCHEZ	4267.09
D354287	EVAN ROSE MOSTAD	298.43	D354288	KIRSTEN K NAKAISHI	673.75
D354289	GINA D NECCO	277.42	D354290	JACOB J NEELY	403.31
D354291	ALLEN T NGUYEN	79.98	D354292	NOEL N NICHOLAS	1081.13
D354293	JENNIFER GODDARD NYE	2450.81	D354294	GABRIELA O'CADIZ-HERNAND	2882.45
D354295	NANCY A OCAMPO	361.03	D354296	STEPHANIE ORTIZ	267.00
D354297	CHRISTIAN PANGAN	551.47	D354298	NICKOLE PAUL	192.75
D354299	GABRIELA PEDRAZA	259.34	D354300	JANET E PELAYO	4867.87
D354301	JESUS PEREZ	401.79	D354302	DAN THU NGUYEN PHAM	343.05
D354303	ARIELLE PICKRELL	833.12	D354304	ALEXA PRADO	312.84
D354305	SUGEIRY REYNOSO	2442.78	D354306	MARINA Y ROMERO	1859.27
D354307	MONICA K ROMO	156.13	D354308	MARIA D ROSALES	351.12
D354309	TANYA ROSAS	580.90	D354310	DIANA SALDIVAR	479.65
D354311	RICARDO SALDIVAR	507.44	D354312	DANA MARIE SAUCEDO	2025.52
D354313	EMERON J SCHLUMPBERGER	950.05	D354314	REBECCA S SMITH	363.66
D354315	AUSTIN M ST MARSEILLE	311.53	D354316	RYAN J STEVENS	337.58
D354317	KENNETH P TRAVIS III	313.99	D354318	TIFFANY V TRIEU	225.42
D354319	CLAUDIA VALDIVIA	2797.11	D354320	JEFFREY VAN SICKLE	2130.45
D354321	DAISY O VENCES	160.86	D354322	JOSHUA VENCES	484.49
D354323	JENNIFER J VICENS	359.41	D354324	PAUL E VICTORIA	1290.72
D354325	JACOB D VIRAMONTES	247.20	D354326	TIFFANY D VU	132.20
D354327	DAVID M WILMES	682.32	D354328	MICHAEL G ECKHARDT JR	10.00
D354329	MORRIS B SPELL	3817.45	D354330	GRANT A NOBLE	3926.88
D354331	THOMAS R DARE	5879.67	D354332	CAROLE A KANEGAE	2194.56
D354333	VINCENTE J VAICARO	3484.42	D354334	KRISTEN A BACKOURIS	1558.96
D354335	SHARON S BAEK	1813.73	D354336	RAY E BEX	5068.73
D354337	GENA M BOWEN	1411.24	D354338	JESENIA CAMPOS	1891.92

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D354339	AMIR A EL-FARRA	5294.96	D354340	HELENA EL SOUSOU	2026.29
D354341	PATRICK E GILDEA	10411.19	D354342	AI KELLY HUYNH	1779.67
D354343	KEIRA LONG	1810.28	D354344	JOHN E REYNOLDS	5372.92
D354345	REYNA ROSALES	1729.60	D354346	MICHAEL J VISCOMI	7103.12
D354347	GIOVANNI ACOSTA	2281.17	D354348	PEDRO R ARELLANO	4611.13
D354349	TIMOTHY R ASHBAUGH	2409.70	D354350	ALFREDO R AVALOS	3797.94
D354351	COLLIN E BAKER	1696.64	D354352	RENE BARRAZA	3093.31
D354353	BEAU A BERENGER	2779.07	D354354	RYAN S BERLETH	2134.19
D354355	SUMMER A BOGUE	2274.87	D354356	RENZO CHUMBE	1969.46
D354357	GARY L COULTER	3089.78	D354358	CHARLIE DANIELEY III	1460.33
D354359	ISAAC DAVILA	2172.75	D354360	BROC D DUDLEY	2149.12
D354361	STEPHEN C ESTLOW	2136.14	D354362	JESUS FAJARDO	2038.06
D354363	HECTOR FERREIRA JR	3076.87	D354364	KARI A FLOOD	2372.77
D354365	ROBERT D FRESINIUS	1956.43	D354366	JASON S FULTON	2173.56
D354367	VICTORIA A GILL	2144.82	D354368	JOSEPH P GROSS JR	786.23
D354369	TRAVIS J HADDEN	1929.17	D354370	TROY HALLER	3818.89
D354371	JASON A HOWARD	2460.33	D354372	KIRK P HURLEY	1926.76
D354373	NICKOLAS K JENSEN	2636.35	D354374	KRISTOFER D KELLEY	2446.54
D354375	EDWARD K KIM	2523.68	D354376	TIMOTHY P KOVACS	7028.08
D354377	MARK A LORD	4711.02	D354378	JORGE L MAZON	2358.60
D354379	BRYAN J MEERS	5261.91	D354380	JEREMY N MORSE	3084.74
D354381	MITCHEL S MOSSER	2536.12	D354382	AARON S NELSON	3092.80
D354383	JASON S PERKINS	5926.95	D354384	PHILLIP H PHAM	2422.98
D354385	COREY T POLOPEK	2571.13	D354386	SINDY RAMIREZ OROZCO	2574.64
D354387	JOHN E RANEY	3514.91	D354388	THOMAS S REED	2255.75
D354389	DANIELLE E RIEDL	2837.81	D354390	CHRISTIN E ROGERS	2911.13
D354391	AARON T SHIPLEY	2642.56	D354392	EDGAR VALENCIA	3181.96
D354393	ROYCE C WIMMER	18567.94	D354394	SARAH A WRIGHT	2212.92
D354395	COLE A YNIGUEZ	2443.79	D354396	MARCOS R ALAMILLO	3181.13
D354397	RICHARD A ALVAREZ-BROWN	2884.21	D354398	BOBBY B ANDERSON	2860.65
D354399	JOHN F BANKSON	3192.51	D354400	JOSHUA K BEHZAD	1963.77
D354401	EVAN S BERESFORD	2896.48	D354402	TROY F BOWMAN	2518.04
D354403	JEFFREY A BROWN	4693.40	D354404	JOHN CASACCIA II	3758.17
D354405	JUAN C CENTENO	3559.47	D354406	JEROME L CHEATHAM	2767.46
D354407	HAN J CHO	2703.88	D354408	BRIAN M CLASBY JR	3531.28
D354409	JULIO C CORTEZ	2174.50	D354410	JUAN L DELGADO JR	3999.10
D354411	KEVIN DINH	2866.86	D354412	OTTO J ESCALANTE	4462.40
D354413	JOSHUA N ESCOBEDO	2848.80	D354414	MICHELLE N ESTRADA-MONSA	2115.25
D354415	GEORGE R FIGUEROA	1386.67	D354416	BRIAN C GIRGENTI	3106.11
D354417	SEAN M GLEASON	2468.64	D354418	EFRAIN A JIMENEZ JR	2284.09
D354419	CODY M JOHNSON	2108.71	D354420	ROBERT J KIVLER	2717.25
D354421	ARION J KNIGHT	2869.91	D354422	PETER M KUNKEL	3998.74
D354423	RAFAEL M LEE	911.27	D354424	ERICK LEYVA	3565.94
D354425	RAFAEL LOERA JR	2602.45	D354426	JESSE A LUCATERO	2427.80
D354427	ROBERTO MACHUCA	2211.34	D354428	TAYLOR A MACY	2471.40
D354429	GIANLUCA F MANIACI	2588.89	D354430	NATHAN D MORTON	3053.35
D354431	PATRICK W MURPHY	2053.65	D354432	PATRICK J MUSCHETTO	2724.91
D354433	JEFFREY C NGUYEN	2914.00	D354434	JOSHUA T OLIVO	3570.68

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D354435	STEVEN TRUJILLO ORTIZ		D354436	OMAR F PEREZ	1810.93
D354437	DANIEL RODRIGUEZ	2141.56	D354438	ERIC T RUZIECKI	5435.67
D354439	SEAN M SALAZAR	2282.85	D354440	ROBERT M STEPHENSON III	3811.05
D354441	JOHN J YERGLER	8577.59	D354442	PAUL W ASHBY	5473.77
D354443	RYAN V BUSTILLOS	3559.23	D354444	THOMAS A CAPPS	4138.53
D354445	MICHAEL K ELHAMI	2981.39	D354446	AUSTIN C LAVERTY	3726.98
D354447	DANNY J MIHALIK	4724.69	D354448	JASON M MURO	3553.59
D354449	RON A REYES	2549.08	D354450	ROCKY F RUBALCABA	4879.54
D354451	LINO G SANTANA	5275.62	D354452	CHRISTOPHER M EARLE	3000.19
D354453	BENJAMIN M ELIZONDO	6644.80	D354454	NICHOLAS A LAZENBY	16065.14
D354455	CHARLES H LOFFLER	2618.21	D354456	BRADLEY A LOWEN	2403.18
D354457	LUIS F RAMIREZ	3099.84	D354458	RYAN R RICHMOND	2490.72
D354459	GAREY D STAAL	3181.62	D354460	AARON J COOPMAN	3093.31
D354461	MICHAEL E GERDIN	3199.38	D354462	DONALD J HUTCHINS	3101.28
D354463	JASON L JOHNSON	2504.49	D354464	RYAN M LUX	2295.02
D354465	RAUL MURILLO JR	3335.73	D354466	COURTNEY P ALLISON	2685.90
D354467	LISA A BELTHIUS	3886.59	D354468	RANDY G CHUNG	87.51
D354469	ADAM B COUGHRAN	470.72	D354470	CHRISTOPHER C DOVEAS	416.12
D354471	DANIEL S EDWARDS	330.64	D354472	EDUARDO C LEIVA	5847.76
D354473	CARL J WHITNEY	873.80	D354474	FRANCISCO AVALOS JR	325.23
D354475	TANNER C DE PADUA	5133.86	D354476	JOSEPH A GARCIA	384.13
D354477	SERGIO J JIMENEZ TAVAREZ	334.13	D354478	JULIAN TAPIA	330.13
D354479	KENTON TRAN	318.90	D354480	CALEB I VAUGHN	387.61
D354481	TYLER D VU	454.47	D354482	KAREN D BRAME	1029.81
D354483	KENNETH L CHISM	398.80	D354484	PAUL E DANIELSON	1237.46
D354485	KORY C FERRIN	2075.04	D354486	JAMES D FISCHER	1064.37
D354487	VICTORIA M FOSTER	3584.48	D354488	KYLE N HALEY	1728.24
D354489	KENNETH E MERRILL	1631.93	D354490	DOUGLAS A PUARD	3567.33
D354491	LUIS A QUIROZ	522.68	D354492	CHARLES W STARNES	4011.46
D354493	TUONG-VAN NGUYEN VU	1728.24	D354494	RICHARD O BURILLO	5631.45
D354495	FLOR DE LIS ELIZONDO	1745.46	D354496	PATRICIA C FLINN	2484.97
D354497	RAQUEL D MATA	1279.78	D354498	REBECCA S MEEKS	4247.23
D354499	RAQUAN B WAINWRIGHT	1077.17	D354500	DAVID C YOUNG	3932.05
D354501	MARIA A ALCARAZ	3277.57	D354502	MARIA S ATWOOD	1495.35
D354503	BRITTANEE N BRANTNER	2330.61	D354504	CARISSA L BRUNICK	1397.73
D354505	TAMMY L CHAURAN-HAIGROV	1893.14	D354506	RUSSELL B DRISCOLL	1631.97
D354507	VERONICA FRUTOS	1602.95	D354508	DAVID L GEORGE	2019.53
D354509	PINKY C HINGCO	1035.77	D354510	SHELBY KEULLIAN	1655.71
D354511	CHAD B KIM	2921.27	D354512	ALLYSON T LE	1812.22
D354513	ANGELA LEDESMA	1536.43	D354514	LINDALINH THU LY	1294.57
D354515	MARIA C MCFARLANE	2120.44	D354516	DAWN M MONTOYA	1623.07
D354517	TRINA T NGUYEN	2140.73	D354518	DEBRA J NICHOLS	2396.32
D354519	CRYSTAL L RAY	1760.29	D354520	JENNIFER V ROMBOUGH	2913.25
D354521	KIMBRA S VELLANOWETH	1507.95	D354522	SHANNON M YELENSKY	1716.99
D354523	JENNIFER A DIX	2586.51	D354524	KATHERINE M FRANCISCO	2347.33
D354525	AMANDA B GARNER	2781.61	D354526	ARCHIE GUZMAN	2218.75
D354527	LAUREN M LADD	2178.60	D354528	ROBERT D LUX	2855.52
D354529	MELISSA MENDOZA-CAMPOS	1856.70	D354530	MICHAEL A MOSER	1803.34
		2404.76			


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D354531	BRANDY J PARK	2472.01	D354532	CRISTINA V PAVAN	2073.83
D354533	JENNIFER M RODRIGUEZ	2130.93	D354534	TANYA L SAMOFF	3079.89
D354535	SUSAN A I SEYMOUR	2547.20	D354536	NICOLE D SHORROW	2502.46
D354537	DANNY J SOSEBEE	2266.54	D354538	MARSHA D SPELIMAN	2691.69
D354539	SPENCER T TRAN	2009.21	D354540	SANTA WARDLE	1457.88
D354541	CHERYL L WHITNEY	2542.55	D354542	CLAUDIA ALARCON	2889.37
D354543	DANIEL A CAMARA	2525.61	D354544	BRIAN D DALTON	2181.05
D354545	NICHOLAS A DE ALMEIDA LO	3397.91	D354546	RICHARD E DESBIENS	1982.49
D354547	JAMES D FRANKS	3362.64	D354548	PETE GARCIA	2318.41
D354549	ROBERT J GIFFORD	2739.83	D354550	STEVEN H HEINE	2641.82
D354551	JOSE D HERRERA	3239.93	D354552	WILLIAM T HOLLOWAY	4248.07
D354553	THI A HUYNH	2744.05	D354554	MICHAEL J JENSEN	2888.83
D354555	GERALD F JORDAN	2680.52	D354556	PATRICK R JULIENNE	2885.18
D354557	JOSEPH L KOLANO	2201.73	D354558	LEA K KOVACS	2608.88
D354559	DEREK M LINK	3762.23	D354560	DAVID LOPEZ	2512.52
D354561	STEVEN W LUKAS	1504.53	D354562	MATTHEW P MARCHAND	4198.56
D354563	MARIO MARTINEZ JR	3896.19	D354564	ADAM C NIKOLIC	4268.29
D354565	LUIS A PAYAN	3071.00	D354566	TERRA M RAMIREZ	2185.68
D354567	CHRISTOPHER M SHELREN	2401.09	D354568	BRIAN T STROUD	3105.34
D354569	PAUL M TESSIER	2689.38	D354570	DENNIS WARDLE	2474.58
D354571	ADAM D ZMIJA	7363.27	D354572	RONALD A DOSCHER	1686.74
D354573	ERIC A QUINTERO	2191.63	D354574	JANNA K BRADLEY	2683.78
D354575	MARY C CERDA	1999.11	D354576	BRANDI M HART	840.48
D354577	SUSAN A HOLSTEIN	221.26	D354578	LIANE Y KWAN	3083.85
D354579	JANY H LEE	3536.06	D354580	SHERRILL A MEAD	2186.58
D354581	STEPHANIE E RICHARDS	1835.96	D354582	CAITLYN M STEPHENSON	1877.27
D354583	LAURA J STOVER	5163.64	D354584	ANNA L GOLD	1695.12
D354585	KATRENA J SCHULZE	508.90	D354586	MATTHEW T SWANSON	1702.37
D354587	ANTHONY VALENZUELA	1425.66	D354588	CANDY G WILDER	1953.56
D354589	STEVEN F ANDREWS	2133.53	D354590	TERENCE S CHANG	2306.21
D354591	VERNA L ESPINOZA	1861.15	D354592	CESAR GALLO	2552.79
D354593	ERNIE E HINGCO	1708.16	D354594	GEOFFREY A KLOESS	3110.46
D354595	RACHOT MORAGRAAN	3530.62	D354596	NOEL J PROFFITT	3141.14
D354597	ANAND V RAO	4697.53	D354598	JOSEPH M SCHWARTZ	2337.82
D354599	ROD T VICTORIA	2120.38	D354600	TERREL KEITH WINSTON	3467.41
D354601	POLICE ASSN	15721.88	D354602	SO CAL CU	45924.00
D354603	SOUTHLAND CU	4231.94	W2626	GREAT WEST LIFE 457 #340	97206.00
W2627	GREAT WEST LIFE OBRA#340	2864.81	W2628	INTERNAL REVENUE SERVICE	315432.88
W2629	EMPLOYMENT DEVELOPMENT D	95094.56			

**** PAGE TOTAL = 760778.41

TOTAL CHECK PAYMENTS	30	44,634.31
TOTAL DIRECT DEPOSITS	619	1,451,941.59
TOTAL WIRE PAYMENTS	4	510,598.25
GRAND TOTAL PAYMENTS	653	2,007,174.15

Checks #183650 thru #183678, and Direct Deposits #D353985 thru #D354603, and wire #W2626 thru #W2629 presented in the Payroll Register submitted to the Garden Grove City Council 24 SEP 2019, have been audited for accuracy and funds are available for payment thereof.


 PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution to approve Street Vacation No. SV-001-2019, vacating and abandoning the southern portion of Brady Way south of Stanford Avenue, and reserving thereon public service easements for existing public utility facilities. (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

To request that the City Council hold a public hearing and adopt a Resolution vacating a portion of Brady Way.

BACKGROUND

Brady Way, a public street south of Stanford Avenue is owned in fee by the City of Garden Grove (City). Formerly part of Knott Street, in 1966, CalTrans relocated Knott Street when it widened the SR-22 Freeway and created Brady Way as a cul-de-sac that terminates at the SR-22 Freeway. The remnant street serves various utilities and provides access to the rear portions of the two (2) adjacent properties at 12777 Knott Street (The Garden Room) and 12821 Knott Street (former Next Level Sports Complex). The new owner of the former Next Level Sports Complex wishes to expand the industrial/commercial facilities and has inquired about terminating Brady Way parallel to its northern property line and acquiring that southern portion of Brady Way to facilitate expanded access and parking to support the expansion project.

Streets & Highways Code 8312 authorizes the City Council to vacate all or a portion of a street within the City pursuant to Division 9, Part 3, Chapter 3 of the California Streets and Highways Code (§§ 8320 et seq.). Said Chapter 3 authorizes the City Council to initiate proceedings to vacate the public street when it is no longer necessary for current or prospective public street purposes.

On August 15, 2019, the Planning Commission adopted Resolution No. 5962-19

finding and reporting to the City Council, pursuant to Government Code Section 65402, that the proposed vacation and disposition of the southern portion of Brady Way conforms with the City's General Plan. On August 27, 2019, the City Council adopted Resolution No. 9586-19 declaring its intention to vacate and abandon the southern portion of Brady Way and to set a public hearing date of September 24, 2019. On August 28, 2019, the southern portion of Brady Way was posted with Resolution No. 9586-19 in accordance with Chapter 3 of part 3 of Division 9 of the Streets and Highway Code, Sections 8320 et seq. On September 4 and 11, 2019, the City Clerk published the notice of the public hearing in the Orange County News, a newspaper of general circulation in the City.

Easements for all existing utility facilities located in the portion of Brady Way to be vacated will be reserved. The vacation will eliminate the City's obligation to maintain the street and release the City of any liability for the public street.

The vacation of the subject portion of the street is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 14304 (Class 4 categorical exemption-minor alteration of land), Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical changes to the environment, directly or indirectly.

DISCUSSION

The area to be vacated is a remnant street that provides secondary access to the rear portions of two (2) adjacent properties (main access to these properties is off Knott Street), and the street provides no continuous vehicular circulation as it terminates at the SR-22 Freeway. Staff has determined that the approximately 40,910 square feet of street is no longer needed for present or prospective public street use.

State law requires that prior to vacating any right-of-way, the legislative body must determine that the area to be vacated would not be useful as a non-motorized transportation facility. Presently, the area to be vacated does not contain and would not be needed to accommodate such facilities in the future.

There are known public utility facilities located within the area to be vacated. The proposed vacation reserves easements for all existing utilities within the area to be vacated to ensure access and the ability to maintain and service the utility facilities.

FINANCIAL IMPACT

The financial impact to the General Fund was the cost of publication and posting of the public hearing notice. The future disposition of the vacated portion of the street to the adjacent property owner will generate income to the City.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing;
- Adopt the Resolution to approve Street Vacation No. SV-001-2019, vacating and abandoning the southerly portion of Brady Way south of Stanford Avenue and reserving thereon a public service easement for existing public utility facilities; and
- Authorize the City Clerk to record the Resolution with the County Recorder.

By: Paul Guerrero, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: CC Resolution SV-001-2019	9/18/2019	Resolution	9-24-19_cc_Resolution_Vacating.pdf
Attachment 2: Exhibit A - Legal Description of Vacation	9/17/2019	Backup Material	9-24-19_Vacation_Exhibit_A-Legal_Description-sheet_1.PDF
Attachment 3: Exhibit B - Graphic depiction of vacation	9/17/2019	Backup Material	9-24-19_Vacation_Exhibit_B-Graphic_Depiction-sheet_2.PDF
Attachment 4: Affidavit of Posting site	9/17/2019	Backup Material	DOC-20190917-09_54_35.pdf
Attachment 5: Affidavit of publication	9/17/2019	Backup Material	DOC-20190917-10_32_29.pdf
Attachment 6: City Council Resolution 9586-19	9/17/2019	Resolution	9586-19_Reso_of_Intention_-_Vacate_Brady_Way;_setting_PH_9-24-19.pdf
Attachment 7: Planning Commission Resolution 5962-19	9/17/2019	Resolution	9-24-19_PC_SV-001-2019_Resolution.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE,
CALIFORNIA, APPROVING STREET VACATION NO. SV-001-2019 AND ORDERING
VACATION AND ABANDONMENT OF THE SOUTHERN PORTION OF BRADY WAY SOUTH
OF STANFORD AVENUE AND RESERVING THEREON A PUBLIC SERVICE EASEMENT
FOR EXISTING PUBLIC UTILITY FACILITIES

The City Council of the City of Garden Grove hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Garden Grove ("City") owns the fee interest in the public right of way known as Brady Way, a public street commencing on Stanford Avenue to the north and terminating in a cul-de-sac at the 22 Freeway to the south;

WHEREAS, Brady Way south of Stanford Avenue was formerly part of Knott Street and is now a cul-de-sac created after CalTrans relocated Knott Street when it widened the 22 Freeway in 1966;

WHEREAS, the southern portion of said street adjacent to the property located at 12821 Knott Street is only used for street parking and access to 12821 Knott Street;

WHEREAS, this street area, described in the legal description in Attachment "A" and depicted in Attachment "B" hereto, is no longer necessary for current or prospective public street purposes, or as a non-motorized transportation facility;

WHEREAS, pursuant to Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code, Sections 8320 et seq., the City Council is authorized on its own initiative to initiate proceedings for vacation of public streets that are no longer necessary for current or prospective public street purposes or as a non-motorized transportation facility;

WHEREAS, pursuant to Streets and Highways Code Section 8312, the City Council is authorized to vacate all or a portion of a public street within the City;

WHEREAS, on August 15, 2019, the Planning Commission of the City of Garden Grove adopted Resolution No. 5962-19 pursuant to Government Code 65402 found that the proposed vacation of the southerly portion of Brady Way is consistent with the General Plan of the City of Garden Grove;

WHEREAS, on August 27, 2019, the City Council adopted Resolution No. 9586-19 declaring its intention to vacate and abandon the southern portion of Brady Way and set a public hearing date for September 24, 2019, at 6:30 p.m. in the Community Meeting Center, 11300 Standford Avenue, Garden Grove;

WHEREAS, at the public hearing on September 24, 2019, at 6:30 p.m. in the

Community Meeting Center the City Council heard all persons interested in or objecting to the proposed vacation, and received and considered all evidence submitted; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. *Incorporation of Recitals.* The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. *Findings.* The City Council finds that the southerly portion of Brady Way adjacent to 12821 Knott Street and described in Attachments "A" and "B" hereto is unnecessary for present or prospective public street purposes, or as a non-motorized transportation facility.

SECTION 3. *CEQA Determination.* The City Council finds that this vacation action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 14304 (Class 4 categorical exemption-minor alteration of land), Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical changes to the environment, directly or indirectly.

SECTION 4. *Vacation and Reservation of Easements.* Pursuant to the provisions of Chapter 3, Part 3, Division 9 (Section 8320 et seq.) of the California Streets and Highway Code, the City Council hereby orders the vacation and abandonment of the southerly portion of Brady Way, south of Stanford Avenue, adjacent to 12821 Knott Street, as more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference, reserving therein (a) a public service easement over and beneath the subject area, for the purposes of constructing, maintaining, operating, replacing, removing or renewing the existing public facilities, and (b) a public service easement over and beneath the subject area, for in-place public utility facilities that are in use for the purposes of constructing, maintaining, operating, replacing, removing, or renewing the public utility facilities.

VACATION DESCRIPTION

BRADY WAY
GARDEN GROVE, CA.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDEN GROVE IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE WESTERLY 30 FEET OF BRADY WAY, FORMERLY KNOTT STREET, AS SHOWN ON THE MAP OF TRACT NO 3808 FILED IN BOOK 135, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE BELOW THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OF SAID UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED IN DEED RECORDED JUNE 15, 1960 IN BOOK 5287, PAGE 22, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL B:

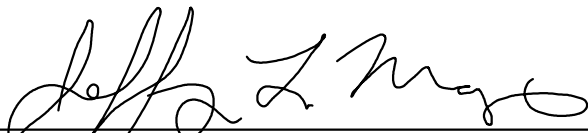
THAT PORTION OF THE EASTERLY 30 FEET OF BRADY WAY AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE NORTHERLY LINE OF PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL C:

THAT PORTION OF BRADY WAY, LYING EAST OF THE CENTERLINE AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND DESCRIBED AS PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

NOTE: THE DESCRIPTION ABOVE IS NOT A MATTER OF RECORD AND HAS BEEN PROVIDED SOLELY AS AN ACCOMMODATION TO FACILITATE THE CONTEMPLATED ACQUISITION OF BRADY WAY.


JEFFERY L. MAYS L.S. NO. 6379



SHEET <u>1</u> OF <u>2</u>	SCALE: 1" = 150'	JRN CIVIL ENGINEERS
	DATE: 08/07/19	
FILE NO. 18517-A	DRAWN BY: JFC	232 AVENIDA FABRICANTE, SUITE 107 SAN CLEMENTE, CALIFORNIA 92672
	CHKD. BY: JRN	(949) 248-4685 FAX (949) 248-4687

VACATION EXHIBIT

BRADY WAY
GARDEN GROVE, CA.

STANFORD AVE

LINE	BEARING	DISTANCE
L1	N 00°00'00" E	552.10'
L2	N 80°57'48" E	30.38'
L3	N 00°00'00" E	249.79'
L4	N 00°00'00" W	303.18'
L5	N 79°20'15" E	30.53'
L6	N 80°57'48" E	94.43'
L7	N 15°06'27" W	242.69'
L8	N 88°44'40" W	30.01'
L9	N 00°00'00" W	309.49'
L10	N 79°20'15" E	30.53'

TRACT NO. 3808
135/42-43 M.M.

LOT 76

LOT 67

LOT 66

LOT 65

LOT 64

LOT 63

LOT 62

LOT 61

LOT 60

LOT 59

LOT 58

LOT 57

LOT 56

LOT 55

LOT 54

BRADY WAY

PARCEL A
PMB 38/38

NORTHWESTERLY LINE
PAR. B PER TRACT NO. 3808

WESTERLY BOUNDARY LINE
LOT 13

PARCEL B
PMB 38/38

30'

30'

30'

30'

30'

30'

30'

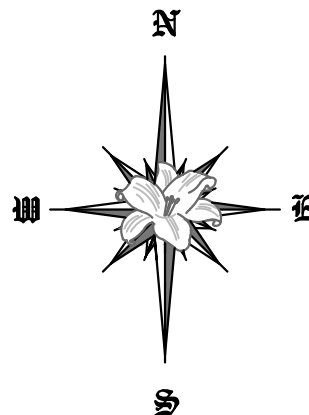
30'

30'

30'

30'

GARDEN GROVE FREEWAY



SHEET 2
OF 2

SCALE: 1" = 150'
DATE: 08/07/19

FILE NO.
18517-A

DRAWN BY: JFC
CHKD. BY: JRN

JRN CIVIL ENGINEERS

232 AVENIDA FABRICANTE, SUITE 107
SAN CLEMENTE, CALIFORNIA 92672

(949) 248-4685 FAX (949) 248-4687

CITY OF GARDEN GROVE

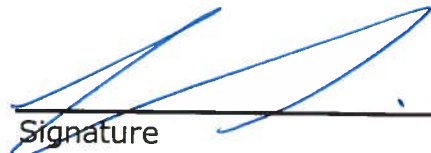
AFFIDAVIT OF POSTING RESOLUTION NO. 9586-19

Pursuant to the procedures established in Chapter 3, Section 8320, et. Seq., of the Streets and Highways Code, a Notice of Vacation must be posted conspicuously along the easements proposed to be vacated no later than at least two week before the date of the Public Hearing, September 24, 2019. The notice shall be posted not more than 300 feet apart, but at least three notices shall be posted. The notices shall state the day, hour and place of the Public Hearing, and shall refer to the adoption of the Resolution of Intention, Resolution No. 9586-19, and shall describe the easements or shall include a map or plan showing the location of the easements proposed to be vacated.

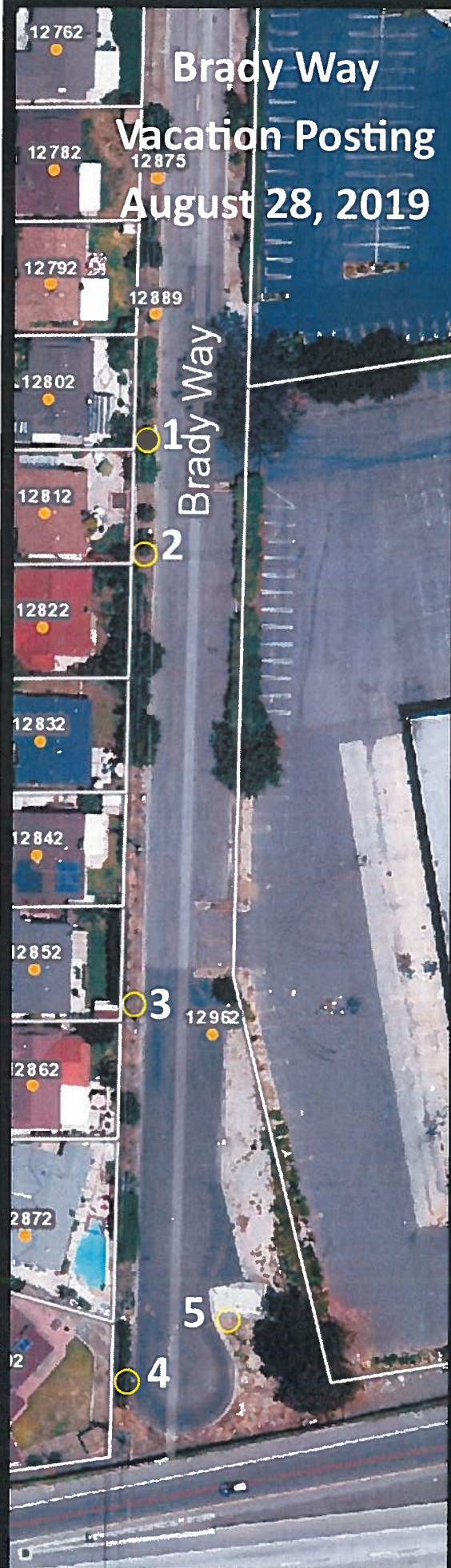
I, PAUL GUERRERO, posted (5) FIVE notices on AUGUST 28, 2019
(number of notices) (date)

Provide brief description of where the notices were posted and provide pictures:

- | | |
|----|--|
| 1. | POSTED ON EXISTING UTILITY POLE
SEE ATTACHED PHOTOGRAPH (AERIAL & STREET VIEW). |
| 2. | POSTED ON EXISTING UTILITY POLE
SEE ATTACHED PHOTOGRAPH (AERIAL & STREET VIEW). |
| 3. | POSTED ON EXISTING UTILITY POLE
SEE ATTACHED PHOTOGRAPH (AERIAL & STREET VIEW). |
| 4. | POSTED ON EXISTING UTILITY POLE
SEE ATTACHED PHOTOGRAPH (AERIAL & STREET VIEW). |
| 5. | POSTED ON EXISTING UTILITY POLE
SEE ATTACHED PHOTOGRAPH (AERIAL & STREET VIEW). |


Signature

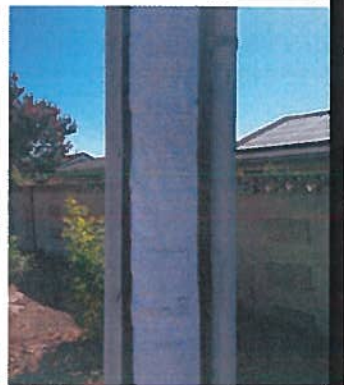
AUGUST 28, 2019
Date



Posting
"1"



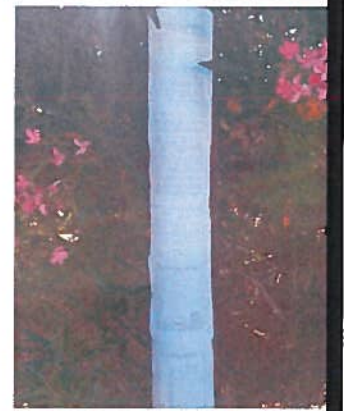
Posting
"2"



Posting
"3"



Posting
"4"



Posting
"5"



Affidavit of Publication

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

SS

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of ORANGE COUNTY NEWS, a newspaper of general circulation, published ONCE WEEKLY in the city of GARDEN GROVE, County of ORANGE, which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of ORANGE, State of California under the date of March 20, 1964. Case Number A-31502; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

September 04, 2019, September 11, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Orange County News

Subscribed to and sworn by me this 11th day of September 2019.

00007270 00086690

75 LEGAL
OCN-CITY OF GARDEN GROVE
P.O. BOX 3070
GARDEN GROVE, CA 92842

GARDEN GROVE CITY COUNCIL
RESOLUTION NO. 9586-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON THE SOUTHERN PORTION OF BRADY WAY SOUTH OF STANFORD AVENUE, AND SETTING A PUBLIC HEARING THEREON

The City Council of the City of Garden Grove hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Garden Grove ("City") owns the fee interest in the public right of way known as Brady Way, a public street commencing on Stanford Avenue to the north and terminating in a cul-de-sac at the 22 Freeway to the south;

WHEREAS, Brady Way south of Stanford Avenue was formerly part of Knott Street and is now a cul-de-sac created after CalTrans relocated Knott Street when it widened the 22 Freeway in 1966;

WHEREAS, the southern portion of said street adjacent to the property located at 12821 Knott Street is only used for street parking and access to 12821 Knott Street;

WHEREAS, this street area, described in the legal description in Attachment "A" and depicted in Attachment "B" hereto, is no longer necessary for current or prospective public street purposes, or as a non-motorized transportation facility;

WHEREAS, pursuant to Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code, Sections 8320 et seq., the City Council is authorized on its own initiative to initiate proceedings for vacation of public streets that are no longer necessary for current or prospective public street purposes or as a non-motorized transportation facility;

WHEREAS, pursuant to Streets and Highways Code Section 8312, the City Council is authorized to vacate all or a portion of a public street within the City; and

WHEREAS, on August 15, 2019, the Planning Commission of the City of Garden Grove pursuant to Government Code 65402 found that the proposed vacation of the southerly portion of Brady Way is consistent with the General Plan of the City of Garden Grove.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. It is the intention of the City Council to vacate and abandon the southerly portion of Brady Way, south of Stanford Avenue, adjacent to 12821 Knott Street, as more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. It is the intention of the City Council to find that the southerly portion of Brady Way adjacent to 12821 Knott Street and described in Attachments "A" and "B" hereto is unnecessary for present or prospective public street purposes, or as a non-motorized transportation facility.

SECTION 4. It is the intention of the City Council to reserve easements for existing public utilities per Section 8340 of the Streets and Highways Code.

EXHIBIT A

VACATION DESCRIPTION

BRADY WAY
GARDEN GROVE, CA.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDEN GROVE IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE WESTERLY 30 FEET OF BRADY WAY, FORMERLY KNOTT STREET, AS SHOWN ON THE MAP OF TRACT NO 3808 FILED IN BOOK 135, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE BELOW THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OF SAID UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED IN DEED RECORDED JUNE 15, 1960 IN BOOK 5287, PAGE 22, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL B:

THAT PORTION OF THE EASTERLY 30 FEET OF BRADY WAY AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE NORTHERLY LINE OF PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL C:

THAT PORTION OF BRADY WAY, LYING EAST OF THE CENTERLINE AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND DESCRIBED AS PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

NOTE: THE DESCRIPTION ABOVE IS NOT A MATTER OF RECORD AND HAS BEEN PROVIDED SOLELY AS AN ACCOMMODATION TO FACILITATE THE CONTEMPLATED ACQUISITION OF BRADY WAY.

JEFFERY L. MAYES
L.S. NO. 6379

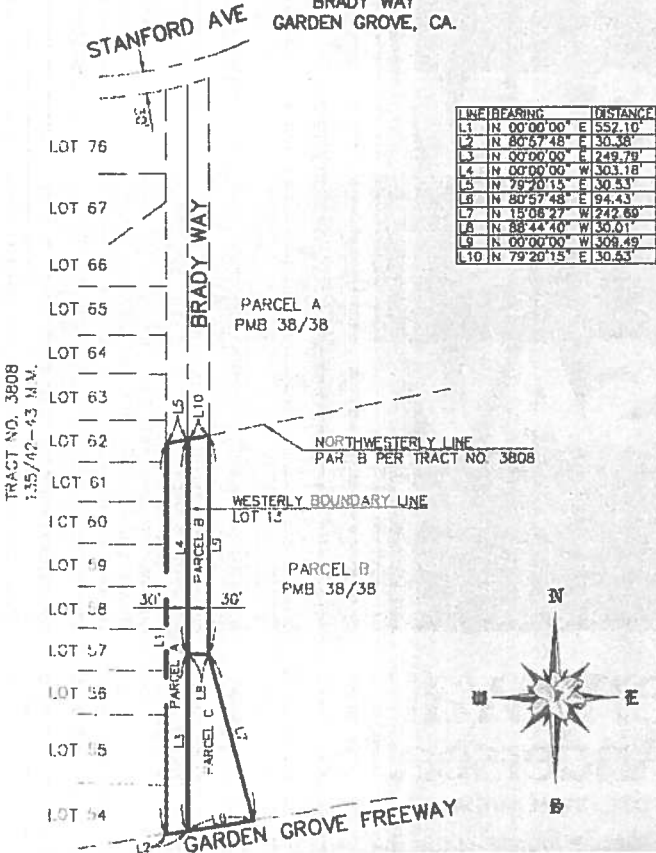


SHEET 1 OF 2	SCALE: 1" = 150'	JRN CIVIL ENGINEERS 232 AVENIDA FABRICANTE, SUITE 107 SAN CLEMENTE, CALIFORNIA 92672 (949) 248-4885 FAX (949) 248-4687
FILE NO. 18517-A	DATE: 08/07/19	
DRAWN BY: JFC	CHKD. BY: JRN	

EXHIBIT B

VACATION EXHIBIT

BRADY WAY
GARDEN GROVE, CA.



SHEET 2 OF 2	SCALE: 1" = 150'	JRN CIVIL ENGINEERS 232 AVENIDA FABRICANTE, SUITE 107 SAN CLEMENTE, CALIFORNIA 92672 (949) 248-4885 FAX (949) 248-4687
FILE NO. 18517-A	DATE: 08/07/19	
DRAWN BY: JFC	CHKD. BY: JRN	

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9586-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE,
CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON THE
SOUTHERN PORTION OF BRADY WAY SOUTH OF STANFORD AVENUE, AND SETTING
A PUBLIC HEARING THEREON

The City Council of the City of Garden Grove hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Garden Grove ("City") owns the fee interest in the public right of way known as Brady Way, a public street commencing on Stanford Avenue to the north and terminating in a cul-de-sac at the 22 Freeway to the south;

WHEREAS, Brady Way south of Stanford Avenue was formerly part of Knott Street and is now a cul-de-sac created after CalTrans relocated Knott Street when it widened the 22 Freeway in 1966;

WHEREAS, the southern portion of said street adjacent to the property located at 12821 Knott Street is only used for street parking and access to 12821 Knott Street;

WHEREAS, this street area, described in the legal description in Attachment "A" and depicted in Attachment "B" hereto, is no longer necessary for current or prospective public street purposes, or as a non-motorized transportation facility;

WHEREAS, pursuant to Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code, Sections 8320 et seq., the City Council is authorized on its own initiative to initiate proceedings for vacation of public streets that are no longer necessary for current or prospective public street purposes or as a non-motorized transportation facility;

WHEREAS, pursuant to Streets and Highways Code Section 8312, the City Council is authorized to vacate all or a portion of a public street within the City; and

WHEREAS, on August 15, 2019, the Planning Commission of the City of Garden Grove pursuant to Government Code 65402 found that the proposed vacation of the southerly portion of Brady Way is consistent with the General Plan of the City of Garden Grove.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. It is the intention of the City Council to vacate and abandon the

southerly portion of Brady Way, south of Stanford Avenue, adjacent to 12821 Knott Street, as more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. It is the intention of the City Council to find that the southerly portion of Brady Way adjacent to 12821 Knott Street and described in Attachments "A" and "B" hereto is unnecessary for present or prospective public street purposes, or as a non-motorized transportation facility.

SECTION 4. It is the intention of the City Council to reserve easements for existing public utilities per Section 8340 of the Streets and Highways Code.

SECTION 5. The City Council intends to find that this vacation action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 14304 (Class 4 categorical exemption-minor alteration of land), Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical changes to the environment, directly or indirectly.

SECTION 6. The City Council hereby sets a public hearing to be held on **September 24, 2019, at 6:30 pm**, or as soon hereafter as possible, in the City of Garden Grove located at 11300 Stanford Avenue, Garden Grove, California, 92840. At this hearing, all interested persons may introduce evidence and testimony pertaining to the proposed vacation. At the conclusion of the hearing the City Council shall determine, from all evidence submitted, whether or not the proposed vacation is in the public interest.

SECTION 7. Notice of the Public Hearing shall be published, posted, and mailed in accordance with the requirements of Street and Highways Code Sections 8320, et seq., as follows:

- (a) The City Clerk is directed to cause a copy of this Resolution to be published in a weekly newspaper, published and circulated in Garden Grove for at least two successive weeks prior to the time set herein for the public hearing.
- (b) The Director of Public Works is directed to post, or cause to be posted, notice of vacation conspicuously along the line of the portions of the street to be vacated, not more than 300 feet apart, but at least at three locations thereon.

SECTION 8. The City elects to proceed under the provisions of Chapter 3, Part 3, Division 9 (Section 8320 et seq.) of the California Streets and Highway Code.

Adopted this 27th day of August 2019.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on August 27, 2019, by the following vote:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN T., BUI KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

/s/ TERESA POMEROY, CMC
CITY CLERK

EXHIBIT A

VACATION DESCRIPTION

BRADY WAY
GARDEN GROVE, CA.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDEN GROVE IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE WESTERLY 30 FEET OF BRADY WAY, FORMERLY KNOTT STREET, AS SHOWN ON THE MAP OF TRACT NO 3808 FILED IN BOOK 135, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE BELOW THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OF SAID UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED IN DEED RECORDED JUNE 15, 1960 IN BOOK 5287, PAGE 22, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL B:

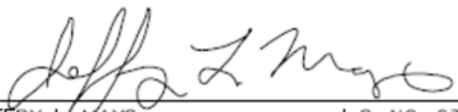
THAT PORTION OF THE EASTERLY 30 FEET OF BRADY WAY AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE NORTHERLY LINE OF PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL C:

THAT PORTION OF BRADY WAY, LYING EAST OF THE CENTERLINE AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND DESCRIBED AS PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

NOTE: THE DESCRIPTION ABOVE IS NOT A MATTER OF RECORD AND HAS BEEN PROVIDED SOLELY AS AN ACCOMMODATION TO FACILITATE THE CONTEMPLATED ACQUISITION OF BRADY WAY.


JEFFERY L. MAYS L.S. NO. 6379



SHEET <u>1</u> OF <u>2</u>	SCALE: 1" = 150'	JRN CIVIL ENGINEERS 232 AVENIDA FABRICANTE, SUITE 107 SAN CLEMENTE, CALIFORNIA 92672 (949) 248-4685 FAX (949) 248-4687
	DATE: 08/07/19	
FILE NO. 18517-A	DRAWN BY: JFC	
	CHKD. BY: JRN	

RESOLUTION NO. 5962-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING GENERAL PLAN CONSISTENCY DETERMINATION FOR STREET VACATION NO. SV-001-2019, DETERMINING THAT THE CONTEMPLATED VACATION OF THE SOUTHERN PORTION OF BRADY WAY, SOUTH OF STANFORD AVENUE, AND DISPOSITION OF THE VACATED STREET IS CONSISTENT WITH THE GENERAL PLAN.

WHEREAS, Government Code Section 65402 provides for the Planning Commission to make a report to the City Council prior to the City's vacation of a public street and disposition of real property regarding conformity of the proposed vacation and property disposition with the City's General Plan upon receiving information concerning the location, purpose and extent of the proposed vacation and disposition; and

WHEREAS, the City of Garden Grove is contemplating the vacation of the southern portion of Brady Way, located adjacent to 12821 Knott Street, and conveying fee title to the owner of 12821 Knott Street in Garden Grove, California (the "Property"); and

WHEREAS, the Property has a General Plan Land Use Designation of Industrial/Commercial Mixed Use and is located within the PUD-104-70 (Planned Unit Development) Zoning District; and

WHEREAS, the Property is only used for street parking access to 12821 Knott Street as it terminates in a cul-de-sac at the 22 Freeway and it is intended for that property owner to continue to use it for access and parking of vehicles; and

WHEREAS, the Planning Commission received and considered information as to the location, purpose, and extent of the contemplated vacation of the public street and disposition of the Property at its meeting of August 15, 2019.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES HEREBY RESOLVE, FIND, DETERMINE, AND REPORT AS FOLLOWS:

SECTION 1. The location, purpose and extent of the contemplated vacation of the public street and disposition of the Property located adjacent to 12821 Knott Street by the City of Garden Grove, depicted in Attachment "A," is consistent with the City of Garden Grove's adopted General Plan.

SECTION 2. The vacation and disposition of the subject portion of the street is categorically exempt from CEQA per Section 15304 (Class 4 Categorical Exemption - Minor Alterations to Land), Section 15060(c)(2), and 15060(c)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

Adopted this 15th day of August 2019

ATTEST:

/s/ JEREMY LEHMAN
CHAIR

/s/ TERESA POMEROY
RECORDING SECRETARY

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

I, TERESA POMEROY, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on August 15, 2019, by the following vote:

AYES:	COMMISSIONERS:	(5)	LE, LEHMAN, NGUYEN, RAMIREZ, SOEFFNER
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(2)	KANZLER (RESIGNED), PEREZ

/s/ TERESA POMEROY
RECORDING SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is September 5, 2019.

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 to approve a recommendation from the Traffic Commission to modify existing street diverters on Flower Street and Bowen Street, at Trask Avenue, Garden Grove. (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

For the City Council to hold a public hearing and consider adoption of a Resolution as recommended by the Traffic Commission to modify the street diverters on Flower Street and Bowen Street at Trask Avenue.

BACKGROUND

Staff received a petition from residents on or near Cypress Street between Trask Avenue and Garden Grove Boulevard requesting a permanent barrier be installed on Cypress Street south of Central Avenue. The main concerns were the high traffic volumes and traffic collisions. This issue was presented to the Traffic Commission at the March 5, 2019, meeting and was not approved.

Staff was then directed by the Traffic Commission to perform a study of the existing street closures and diverters on Flower Street, Hope Street, Bowen Street, and Adland Street at Trask Avenue to determine the feasibility of revising the access restrictions to help relieve the traffic volumes on Cypress Street.

Flower Street and Bowen Street currently only allow right-turn out movements onto Trask Avenue. Hope Street and Adland Street are completely closed at Trask Avenue. Per the attached resolution adopted by the City Council on March 12, 1996, these barriers were approved.

DISCUSSION

Staff collected traffic counts and speed survey data at various locations in the study area to determine the overall traffic circulation. Attached is a map showing the data

collected. After reviewing the data, it appears that a large portion of motorists enter Cypress Street from Trask Avenue to access the neighborhood to the west. The speed surveys did not show any apparent speeding issues in the area.

Staff also conducted a neighborhood meeting on June 6, 2019, to inform the neighborhood of the study and to receive input from the affected residents. Approximately 31 households attended the meeting. Most of the residents that spoke were not in favor of re-opening any of the streets. They felt that it would increase traffic and be detrimental to the safety in the area. They were also concerned about the effect on property values. Some residents did speak in favor of providing additional access from Trask Avenue because it would help decrease traffic volumes on Cypress Street and help rebalance the traffic circulation.

At the July 2, 2019, meeting, the Traffic Commission approved recommending to the City Council to open Flower Street for right-in and right-out only traffic and to open Bowen Street to all movements (see attached exhibits). Hope Street and Adland Street are to remain as is. Public hearing notices were mailed to property owners within on September 12, 2019.

FINANCIAL IMPACT

There is no impact to the General Fund. Initial cost estimates are approximately \$50,000 to reconstruct Flower Street and \$75,000 to reconstruct Bowen Street. If approved, the project will be placed on the 5 Year Capital Improvement Project List and prioritized for construction.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing to receive testimony from residents notified within the affected area; and
- Adopt the Resolution amending City Council Resolution No. 7852-96 and approving the recommendation of the Traffic Commission to modify the existing right-turn diverter on Flower Street at Trask Avenue to allow right turns in and out only, and to modify the existing right-turn diverter on Bowen Street at Trask Avenue to allow all movements.

By: Dai C. Vu, T.E., City Traffic Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution	9/18/2019	Resolution	9-24-19_cc_Resolution_Amending_Reso_7852-96_modifying_access.pdf
Bowen St Proposed			

Modification	9/10/2019	Backup Material	Bowen_Street_Proposed_Modification.pdf
Flower St Proposed Modification	9/10/2019	Backup Material	Flower_Street_Proposed_Modification.pdf
Neighborhood Volume Data	9/20/2019	Backup Material	DOC-20190920-09_23_39.pdf
Traffic Commission Minute Excerpt	9/10/2019	Backup Material	TC_July_2__2019_Minute_Excerpt.docx
Resolution 7852-96	9/20/2019	Resolution	DOC-20190920-09_05_31.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE,
CALIFORNIA, AMENDING RESOLUTION NO. 7852-96 APPROVING A
RECOMMENDATION FROM THE TRAFFIC COMMISSION TO MODIFY ACCESS TO/FROM
FLOWER STREET AND BOWEN STREET AT TRASK AVENUE

WHEREAS, a public hearing was called for on Tuesday, September 24, 2019, at 6:30 p.m. in the Community Meeting Center, Garden Grove, California, to ascertain whether the public necessity, health, safety, or welfare requires the modification of access to/from Flower Street and Bowen Street at Trask Avenue;

WHEREAS, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll;

WHEREAS, staff has collected traffic counts and speed survey data to determine traffic circulation in the area that includes the intersections of Flower Street and Bowen Street at Trask Avenue, held neighborhood meetings, and presented the information to the Traffic Commission;

WHEREAS, the Traffic Commission on July 2, 2019 recommended the modification of the existing right turn diverter on Flower Street at Trask Avenue to allow right turns in and out only;

WHEREAS, the Traffic Commission has further recommended the modification of the existing right turn diverter on Bowen Street at Trask Avenue to allow all movements; and

WHEREAS, a hearing was duly and regularly held before the City Council on September 24, 2019, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, and all person interested were given an opportunity to be heard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

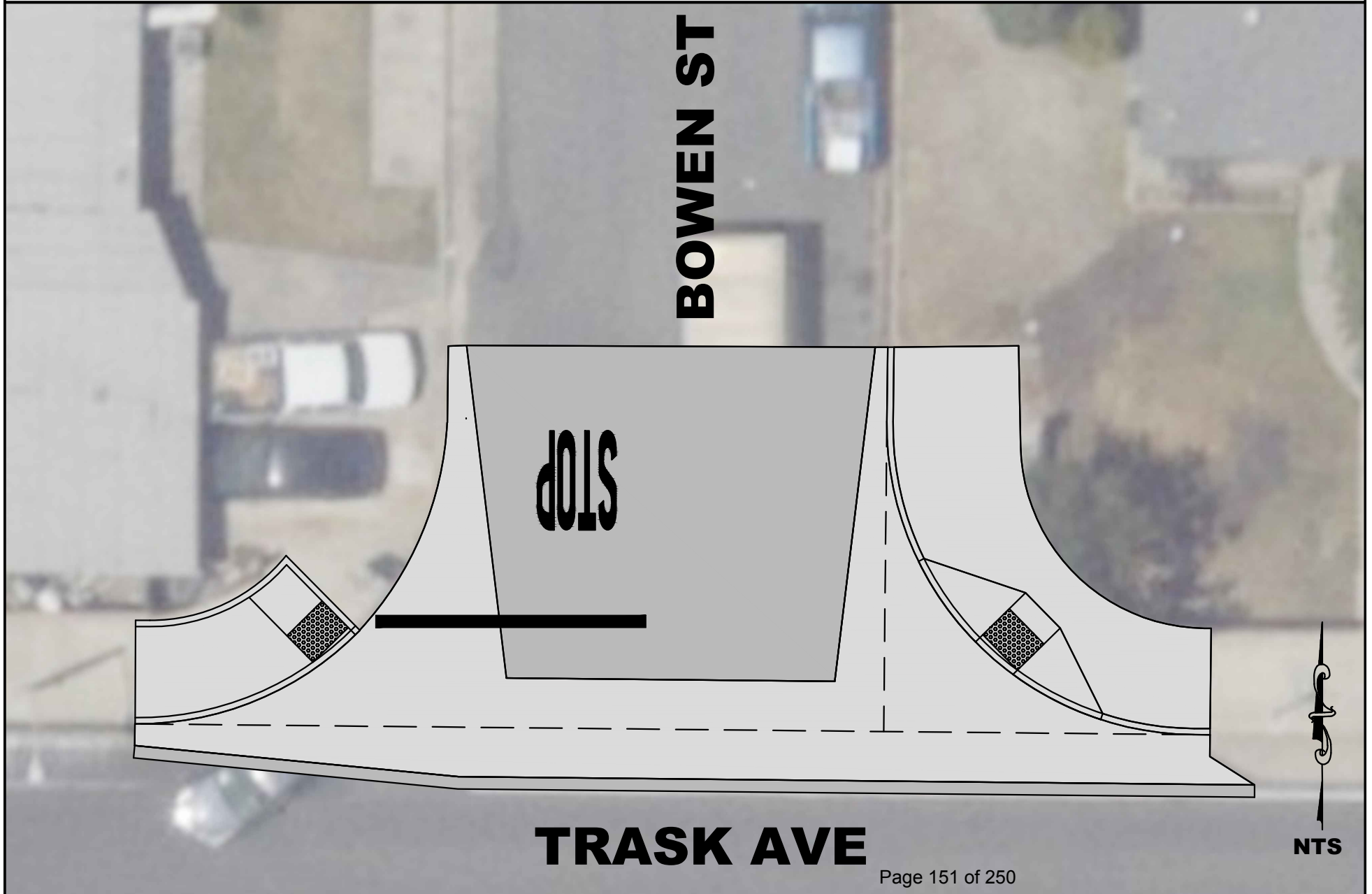
SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. That the existing right turn diverter on Flower Street and Trask Avenue be modified to allow right turns in and out only.

SECTION 3. That the existing right turn diverter on Bowen Street at Trask Avenue be modified to allow all movements.

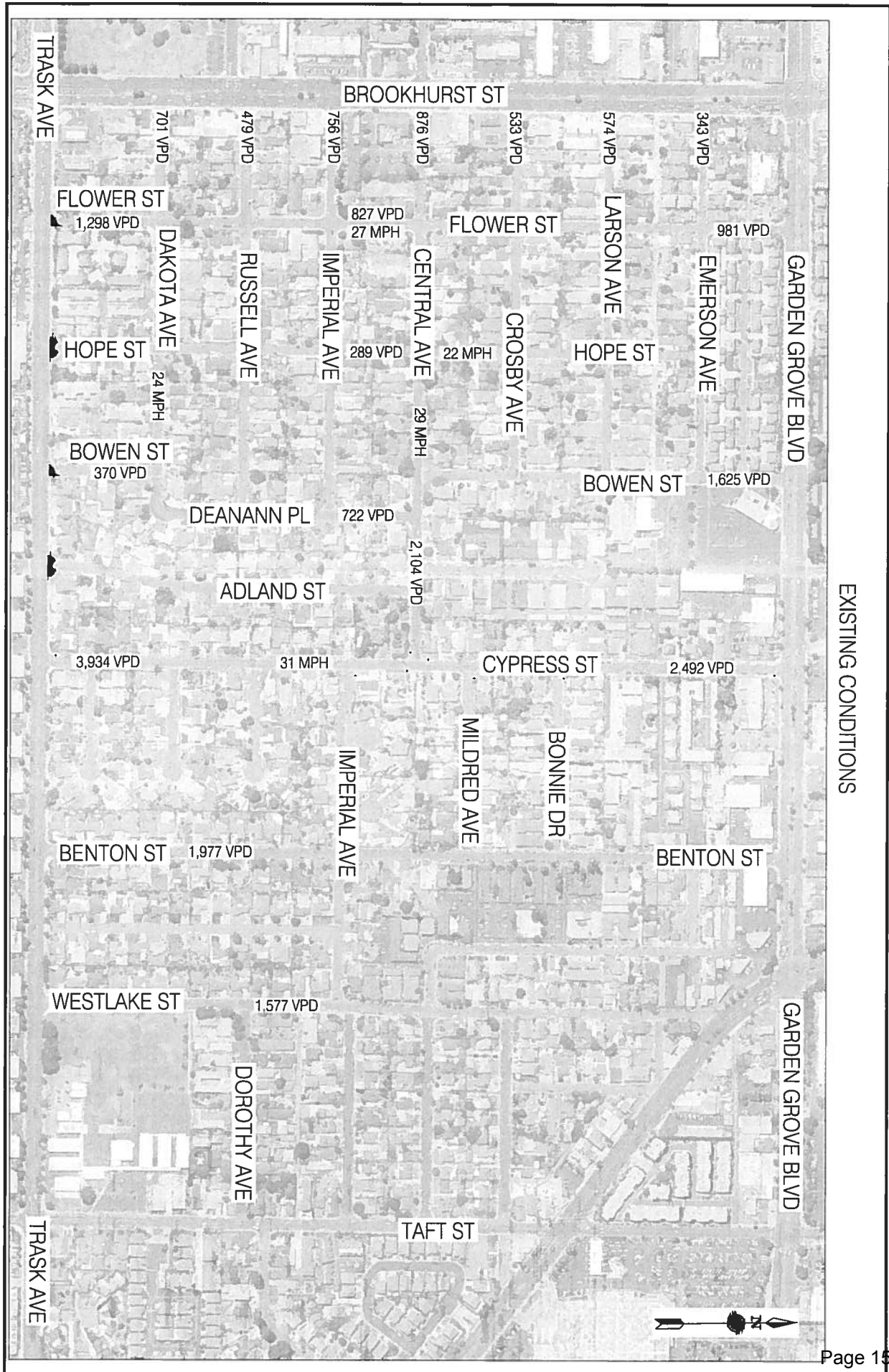
SECTION 4. That Resolution No. 7852-96 is hereby amended to implement the traffic movement modifications approved herein to the extent inconsistent herewith.

BOWEN STREET PROPOSED MODIFICATION



FLOWER STREET PROPOSED MODIFICATION





EXISTING CONDITIONS

SUBJECT TO APPROVAL

TRAFFIC COMMISSION REGULAR MEETING EXCERPT

JULY 02, 2019

- 4b. Existing Street Closure/Diverter: Flower, Hope, Bowen, and Adland Streets at Trask Avenue.

It was noted by Chair Dalton that Commissioner Kadi Kiisk-Mohr recuse herself as she has a vested interest in this item. It was confirmed by all Commissioners that they each received an email on July 02, 2019 from Commissioner Kiisk-Mohr regarding this particular item and requesting the Commission to re-consider staff's recommendation to her request.

The staff report dated July 02, 2019 was introduced.

Over 21 residents addressed the Commission. The majority were against the re-opening of any streets. It was believed that spending unnecessary funds to re-open streets that have been closed for 25 years would be unsafe for the community and decrease property values. Some residents stated that they purchased their homes specifically because the streets were closed.

Other concerns were the lack of sidewalks or street lights; the safety of children; the money used on construction to re-open the streets could be put to better use to add sidewalks and/or streetlights.

The residents that were in favor of re-opening the streets because it would possibly help relieve some the excess traffic traveling on Cypress between to Garden Grove Boulevard and Trask Avenue.

After a lengthy discussion it was moved and seconded to:

Revise staff's recommendation to: Recommend to City Council to open Flower St. for right in and right out only, to open Bowen St. to all movements and to leave Hope St. and Adland St. as is.

Chair Dalton	AYE
Vice Chair Lindsay	AYE
Commissioner Arbgast	AYE
Commissioner Cepeda	AYE
Commissioner Lindsay	AYE
Commissioner Kiisk-Mohr	RECUSED
Commissioner Johnson	ABSENT
ACTION:	Approved

RESOLUTION NO. 7852-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDEN GROVE ESTABLISHING THE PERMANENT
CLOSURES OF CERTAIN STREETS AND RESTRICTION OF
ENTRY TO CERTAIN STREETS

WHEREAS, a public hearing was called for on Tuesday, March 12, 1996, at the hour of 7:00 p.m., in the Council Chambers of the Community Meeting Center, Garden Grove, California, to ascertain whether the public necessity, health, safety, or welfare requires the closure of certain streets and the restriction of entry to certain streets within that area in the City of Garden Grove described as follows:

The permanent closure of Adland Street at Trask Avenue; Hope Street at Trask Avenue; Jessica Street at Trask Avenue; Emery Avenue at Buaro Street; and restriction of entry of Bowen Street at Trask Avenue and Flower Street at Trask Avenue.

WHEREAS, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll; and

WHEREAS, such hearing was duly and regularly held on March 12, 1996, in the Council Chambers in Garden Grove, California, and all persons interested were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the City Council of the City of Garden Grove hereby finds that permanent closure of certain streets and restriction of entry to certain streets should be accomplished to reduce volume of vehicular traffic; and

RESOLVED FURTHER, that said City Council does find and determine that the public necessity, health, safety, and welfare requires the closures of certain streets and restriction of entry to certain streets; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That permanent closures be constructed at:

Adland Street/Trask Avenue
Hope Street/Trask Avenue
Jessica Street/Trask Avenue
Emery Avenue/Buaro Street.

The restricted entry to be constructed at:

Bowen Street/Trask Avenue
Flower Street/Trask Avenue.

ADOPTED this 12th day of March, 1996.


MAYOR

ATTEST:


CITY CLERK

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

I, CAROLYN MORRIS, CMC, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the Council of the City of Garden Grove, California, at a regular meeting held on the 12th day of March, 1996, by the following vote:

AYES:	COUNCILMEMBERS:	(5)	CHUNG, DINSEN, INGEGNERI, LEYES, BROADWATER
NOES:	COUNCILMEMBERS:	(0)	NONE
ABSENT:	COUNCILMEMBERS:	(0)	NONE


CITY CLERK

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Appointment to fill a vacancy Date: 9/24/2019
on the Administrative Board
of Appeals. (Continued from
September 10, 2019.)
(*Action Item*)

Attached is a list of applicants for the Administrative Board of Appeals for consideration to fill one vacancy.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Administrative Board of Appeals Applicant List	9/17/2019	Backup Material	9-10-19_Administrative_Board_of_Appeals_applicants_to_fill_vacancy.pdf

ADMINISTRATIVE BOARD OF APPEALS APPLICANTS

<u>NAME</u>	<u>APPLICATION DATE</u>
Bram, Allen	December 17, 2018
Do, Anh	December 16, 2018
Lee, Jeffrey	June 26, 2019
Lindsay, Josh	July 1, 2019
Porter, Dale	December 14, 2018
Thomas, Sean	June 27, 2019

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Appointment to fill a vacancy Date: 9/24/2019
on the Planning
Commission. (Continued
from September 10, 2019.)
(*Action Item*)

Attached is a list of applicants for the Planning Commission for consideration to fill one vacancy.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Planning Commission applicant list	9/17/2019	Backup Material	9-10-19_PLANNING_COMMISSION_APPLICANTS.pdf

PLANNING COMMISSION APPLICANTS

Abel, Lauren	January 7, 2019
Bram, Allen	December 17, 2018
Nicholas Dibs	September 9, 2019
Do, Anh	December 16, 2018
Dovinh, Joseph	August 28, 2019
Camarena-Flanders, Sandra	November 8, 2018
Federico, Sahily	March 28, 2019
Flores, Tony	February 5, 2019
Lam, Hoa	August 22, 2019
Lazenby, Gary	December 13, 2018
McIntosh, Josh	December 11, 2018
Mitchell, Charles	August 26, 2019
Nguyen, Lynh	January 26, 2019
Paredes, Mark Anthony	December 4, 2018
Porter, Dale	December 14, 2018
Schlutz, Daniel	August 22, 2019
Serrano, Gerry	December 14, 2018
Taylor, Donald	December 15, 2018
Tran, Cindy	February 1, 2019
Vazquez, Yasmin	August 22, 2019

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of a License Agreement with Rexford Industrial Realty, Inc., to lease the southern portion of Brady Way, Garden Grove. (Amount: \$43,150.68 per year) (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

To request that the City Council consider a License Agreement (Agreement) between the City of Garden Grove (City) and Rexford Industrial Realty, Inc., ("Licensee") to lease the southern portion of Brady Way, south of Stanford Avenue.

BACKGROUND

Brady Way, a public street south of Stanford Avenue is owned in fee by the City, and was a part of Knott Street, until 1966 when CalTrans relocated Knott Street for the SR-22 Freeway widening project. Brady Way was created as a cul-da-sac that terminates at the SR-22 Freeway. The remnant street serves various utilities and provides access to the rear portions of the two (2) adjacent properties at 12777 Knott Street (The Garden Room) and 12821 Knott Street (former Next Level Sports Complex).

The Licensee acquired the property located at 12821 Knott Street (former Next Level Sports Complex), adjacent to the cul-da-sac on the southern portion of Brady Way. The Licensee wishes to expand the industrial facility and operations of its property. The purpose of this Agreement is to lease the Licensee with the additional square footage of land (southern portion of Brady Way) to comply with the City's Development Standards for required parking, truck circulation, and landscaping. To ensure a permanent solution, the Licensee has inquired about terminating Brady Way parallel to its northern property line and acquiring that southern portion. A provision has been included in the Agreement that provides the Licensee an option to purchase the southern portion of Brady Way. In order to facilitate this disposition of land, the City was required to vacate and abandon the area. Staff was directed to proceed with the street vacation.

On August 15, 2019, the Planning Commission approved Resolution No. 5962-19 in finding and reporting to the City Council, pursuant to Government Code Section 65402, that the proposed vacation and disposition of the southern portion of Brady Way conforms with the City's General Plan. On August 27, 2019, the City Council adopted Resolution No. 9586-19 declaring its intention to vacate and abandon the southern portion of Brady Way and set a public hearing date for September 24, 2019. On August 28, 2019, the area was posted with the Resolution No. 9586-19 in accordance with Chapter 3 of part 3 of Division 9 of the Streets and Highway Code, Sections 8320 et seq. All existing public utility easements located on Brady Way will be reserved. The vacation will eliminate the City's obligation to maintain the street and release the City of any liability.

DISCUSSION

The terms of the Agreement are as follows:

- Premises: Approximately 40,910 square feet.
- Term: Beginning upon the Agreement approval and continue on a month-to-month basis until termination.
- Consideration: A monthly fee to the City in amount of \$3,595.89.
- Use: The parking and storing of motor vehicles, semi-trailers, truck circulation, landscaping, and wrought iron fencing and/or split-face block wall.
- Option: Licensee is granted the option to purchase the portion of the premises.

FINANCIAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the License Agreement with Rexford Industrial Realty, Inc., for the southern portion of Brady Way; and
- Authorize the City Manager to execute the License Agreement on behalf of the City.

By: Paul Guerrero, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
License Agreement for GG Rexford re Portion of Brady Way Planning Commission	9/12/2019	Agreement	License_Agreement_for_GG_Rexford_re_Portion_of_Brady_Way.pdf
	9/12/2019	Resolution	Planning_Commission_Resolution_No._5962-19.pdf

Resolution No.
5962-19

Planning

Commission

Minute Excerpt 9/12/2019
of August 15,
2019

Backup
Material

Planning_Commission_Minute_Excerpt_of_August_15__2019.pdf

City Council

Resolution No. 9/12/2019
9586-19

Resolution

City_Council_Resolution_No._9586-19.pdf

LICENSE AGREEMENT

WHEREAS, Brady Way, south of Stanford Avenue is a public street remnant of the relocated Knott Avenue and terminated at the limits of Highway 22; and

WHEREAS, Brady Way south of Stanford Avenue only serves various utilities and provides access to the rear portions of the two adjacent properties located on Knott Avenue; and

WHEREAS, Rexford Industrial Realty, Inc. acquired the southern parcel adjacent to the end of the cul-de-sac on Brady Way and wishes to take over that portion of Brady Way that only serves its property in order to expand its operations and utilization of its property; and

WHEREAS, public convenience and the common good is served by vacating the portion of Brady Way that only serves said southern parcel, which portion is no longer needed by virtue of the relocation of Knott Street, which upon the reservation of easements for the public utilities thereon, will eliminate the City's maintenance and liability responsibilities for said portion of the street that is no longer needed for public through access; and

WHEREAS, Streets & Highways Code section 8356 authorizes the City to convey to the adjacent property owner by deed its interest in the portion of the street rendered no longer needed by reason of its relocation as it occurred with the relocation of Knott Street; and

WHEREAS, it is necessary to complete vacation proceedings pursuant to Streets & Highways Code prior to the conveyance of the street to the adjacent property owner; and

WHEREAS, the parties wish to enter into the License Agreement to facilitate the early possession of the portion of the street to be vacated in order to facilitate the processing of land use entitlements for use of the vacated street by the adjacent property owner.

NOW, THEREFORE, the Parties agree as follows:

1. Parties and Date. This License Agreement ("License Agreement") is made as of _____, 2019, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, ("City"), and **REXFORD INDUSTRIAL REALTY, INC.**, a California corporation ("Licensee").
2. Premises. The 40,910 square foot portion of Brady Way depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Premises"). The Premises contains approximately 0.94 acres of paved land.
3. Permit to Enter Premises. City grants to Licensee a license to enter and use the Premises for the sole purpose set forth in Section 6 hereof and for no other purpose, subject to Licensee's compliance with all of the terms of this License Agreement. Licensee shall not permit any other person, except Licensee's employees, tenants and customers, as well as easement holders, to enter or use the Premises without City's prior written consent. Licensee acknowledges and agrees that it is not a tenant on the Premises and any rights or benefits

which may accrue to Licensee by reason of execution of this Agreement or use of the Premises shall solely be those of a licensee and not a tenant.

4. Consideration. As consideration for the license granted in this License Agreement, Licensee shall pay a monthly fee to CITY in the amount of Three Thousand Five Hundred Ninety-Five and 89/100 Dollars (\$3,595.89) before the fifth (5th) day of each month that Licensee is in possession of the Premises. The fee shall be prorated based on a 30-day calendar month.
5. Term. This License Agreement is for a term beginning _____, 2019 and shall continue on a month-to-month basis until terminated.
6. Use. The Premises shall be used for the parking and storing motor vehicles, semi-trailer truck circulation, landscaping, and wrought iron fencing and/or split-face block wall approved for Licensee's adjacent development project used by Licensee in its warehouse business, and for its employees, and for no other use.
7. Option. Included in the consideration recited in Paragraph 4 above and consistent with the parties' plan for the street to be vacated and incorporated into Rexford's adjacent property, Licensee is granted the option to purchase the portion of the Premises.
8. Regulations. Licensee shall obtain, at its sole cost and expense, all governmental permits and authorizations of whatever nature required by any governmental agencies having jurisdiction over Licensee's use of the Premises. Licensee, at its sole cost, will comply with all applicable governmental laws and regulations. Licensee will also comply with any and all reasonable rules and regulations promulgated by City including, but not limited to, those attached to this License Agreement as Exhibit "B" and incorporated herein by reference.
9. Condition and Maintenance of Premises. Licensee accepts the Premises in an "as is" condition. City expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability for Licensee's intended use of the Premises. Licensee shall maintain the Premises in a neat, clean, orderly and safe condition and shall be responsible for any damage done in or to the Premises caused by Licensee or its employees, agents or contractors. Licensee shall implement and enforce all dust, water, and sound control conditions and measures as specified and/or imposed by any and all public, administrative and/or regulatory bodies. Prior to engaging in any construction activities on the Premises, Licensee shall install windscreen around the perimeter of the Premises and sandbags for water runoff control for the duration of the term. Licensee shall provide a plan of the Premises depicting areas where vehicles will be parked and landscaping will be installed, which shall be incorporated to this License Agreement as Exhibit "C." Best Management Practices that will be used to ensure compliance with federal, state, and local environmental regulations. Upon termination of this License Agreement, Licensee shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear, excepted only and, at its expense, shall remove all of its trade fixtures and personal property and repair any damage to the building and Premises occasioned by removal of these items.

10. Improvements. Licensee, its employees, agents or contractors shall construct no structure, sign or other improvement of any kind on the Premises without the prior written approval of City in each case other than the installation of improvements specifically authorized herein under Sections 4 and 8. Licensee shall submit plans and specifications to City for approval in each instance. Approval may be withheld, at City's sole discretion. No changes, modifications or alterations from approved plans and specifications may be made without City prior written approval. No approval by City of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by City as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Licensee's use or purpose. City, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications.
11. Liens. Licensee shall not permit to be placed against the Premises, or any part of the Premises, any mechanics', materialmen's, contractors' or subcontractors' liens. Licensee shall indemnify, defend and hold City harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees related to same. Notwithstanding anything to the contrary set forth above, if Licensee in good faith desires to contest the validity of any lien, then Licensee shall procure, record and furnish to City a surety bond or other security satisfactory to City in an amount equal to at least one and one-half (1 ½) times the amount of the contested lien, claim or demand, which bond or other security shall discharge the lien of record and hold the Premises free from the effect of the lien or claim. City reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or on the improvements on the Premises any notices of non-responsibility or other notice as may be desirable to protect City against liability. In addition to and not in limitation of City's other rights and remedies under this License Agreement, should Licensee fail, within ten (10) days of a written request from City, either to discharge any lien or claim related to Licensee's use of the Premises or to bond for any lien or claim as provided above, or to indemnify, hold harmless and defend City from and against any loss, damage, injury, liability or claim arising out of Licensee's use of the Premises as provided above, then City, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages, or settle or discharge any action or satisfy any judgment and all costs, expenses and attorneys' fees incurred in doing so shall be paid to City by Licensee upon written demand, together with interest thereon at the rate of ten percent (10%) per annum from the date incurred or paid through and including the date of payment.
12. Indemnity. Licensee agrees to and shall indemnify, defend, protect, and hold harmless the City of Garden Grove and its officials, officers, employees, attorneys, consultants, and agents (collectively, the "Indemnitees"), jointly and severally, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses, proceedings, lawsuits, orders, judgments, fines, obligations, encumbrances, liens, expenses (including without limitation all costs and expenses reasonably incurred to investigate and defend claims, whether or not any such claim is ultimately defeated, and costs and expenses reasonably incurred for consultants, court fees, administrative fees, expert witness fees, and attorneys' fees and remedial and response costs) of whatever kind or nature, contingent or otherwise,

matured or not matured, foreseeable or unforeseeable, at law or in equity, any of which are suffered or incurred by the Indemnitees, or assessed, levied or asserted by any person or entity (whether governmental or private) against the Indemnitees, relating to, resulting from, arising out of or based upon, in whole or in part, the following: (i) any act, omission or negligence of the Licensee or its contractors, subcontractors, invitees, agents, servants or employees in conjunction with the exercise of rights granted to Licensee pursuant to this License Agreement; (ii) any use of the Premises, or any accident, injury, death or damage to any person or property occurring in, on or about the Premises, or any part of the Premises, pursuant to this License Agreement or from any activity, work or thing done, permitted or suffered by Licensee or its contractors, subcontractors, employees, agents, or invitees in or about the Premises; (iii) Licensee's failure to comply with any provisions of this License Agreement; (iv) the validity or enforceability of this License Agreement or City's approval thereof; (v) the presence, release, use, generation, discharge, storage, disposal, removal or remediation of any hazardous materials (as such term is defined in Exhibit B) on, in, under, or emanating from the Premises as a result of the use of the Premises by Licensee or its contractors, subcontractors, invitees, agents, servants or employees pursuant to this License Agreement; or (vi) the violation, or alleged violation, or compliance with the requirements of any governmental law, statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of hazardous materials to, from, on, in, under, about or around the Premises by Licensee or its contractors, subcontractors, invitees, agents, servants or employees. Notwithstanding the foregoing, the indemnities described in (i) and (ii) above shall not apply to the extent of the sole negligence or willful misconduct of the Indemnitees.

Licensee further agrees that City shall not be responsible for any loss or theft of any property on the Premises, and Licensee hereby waives, and releases City from, any and all claims or demands for any personal injury, property damage, or other loss suffered by Licensee or Licensee's contractors, subcontractors, invitees, agents, or employees on the Premises, and agrees to so indemnify and hold City harmless from the same.

Licensee's obligations pursuant to this Section 11 shall survive expiration or earlier termination of this License Agreement.

13. Insurance. Prior to entering the Premises and at all times during the Term, Licensee, at its sole expense, shall maintain a policy or policies of insurance with a reputable insurance company acceptable to City, meeting the requirements set forth in Exhibit "D" attached hereto and incorporated herein by reference. Licensee shall, prior to entering into possession of the Premises, deliver to City certificates of insurance evidencing same.
14. Termination and Remedies. This license may be terminated or revoked for any reason by the City following thirty (30) days written notice. City incurs no liability whatsoever for termination of this License Agreement at any time. If Licensee is in breach of any of its obligations under this License Agreement and fails to cure such breach within forty-eight (48) hours of receipt of written notice from City specifying the nature of the breach (or commence to cure and diligently pursue such cure to completion if such cure takes over forty-

eight (48) hours), City shall have the right to terminate this License Agreement by written notice to Licensee.

Upon termination or revocation of the License, Licensee agrees to vacate the Premises and to surrender this License on or before the termination date specified by City, and City agrees to refund the appropriate portion of the Security Deposit within thirty (30) days. City may at its election remove any of Licensee's vehicles, supplies or equipment left on the Premises after the termination date, and City shall have no obligation to insure the safekeeping or storage of any items removed from the Premises by City. In addition to the foregoing, in the event of termination due to a breach by Licensee of any provision of this License Agreement, City may also seek all other remedies available at law or in equity including, but not limited to, a suit for damages or an action for specific performance or injunction. All remedies provided in this License Agreement or by law or in equity shall be cumulative and nonexclusive.

15. Inspection. City and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion of the Premises or any improvements on the Premises at any time and from time to time.
16. Non-assignment. Licensee may not assign, sublet or otherwise transfer its interest under this License Agreement. Any attempted assignment, sublet or transfer made in violation of this provision shall be null and void.
17. Costs of Enforcement. If it is necessary for either party to employ an attorney to commence an action to enforce any of the provisions of this License Agreement, the nonprevailing party agrees to pay all costs of such action including, but not limited to, court costs and reasonable attorneys' fees.
18. Notices. All notices, consents, submissions for approvals, approvals, requests, demands and other communications provided for in this License Agreement shall be in writing and shall be deemed to have been duly given and received if and when personally served or forty-eight (48) hours after being deposited in the United States mail, registered, return receipt requested, postage prepaid, addressed to the intended party at:

CITY:

City of Garden Grove
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842
Attention: Paul Guerrero, Real Property Manager

LICENSEE:

Rexford Industrial Realty, Inc.
11620 Wilshire Blvd., 10th Floor
Los Angeles, CA 90025
Attention: Patrick Schlehuber, Executive Director

19. Miscellaneous. This License Agreement constitutes the entire agreement between the City and Licensee pertaining to the subject matter of this License Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings of City and Licensee, oral or written. No supplement, modification or amendment of this License Agreement shall be binding unless in writing and executed by Licensee and City. No waiver of any provision of this License Agreement shall constitute a continuing waiver or waiver of any other provision. This License Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of this License Agreement are for purposes of reference only and shall not limit or define the meaning of any provision. This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Neither this License Agreement nor a short form memorandum of this License Agreement shall be filed or recorded in any public office.
20. Non-Discrimination. Licensee covenants that there shall be no discrimination against or segregation of any person, group, or employees due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any action or activity pursuant to this license.
21. Relocation Benefits. Licensee acknowledges that it is not and shall not be eligible for relocation assistance or benefits, or any claims, costs or obligations related in any manner thereto. Licensee hereby knowingly waives all notices of termination that may be required pursuant to California Government Code section 7260, et. seq., or any other displacement, acquisition or relocation laws or regulations, and waives all rights such relocation benefits, assistance and/or other compensation of whatever kind or nature.
22. Modification. This License Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by City and Licensee.
23. Waiver. All waivers of the provisions of this License Agreement must be in writing by the appropriate authorities of the City and Licensee.
24. Interpretation. This License Agreement shall be interpreted as though prepared by both parties.
25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

City and Licensee have executed this instrument as of the date first above written.

CITY

CITY OF GARDEN GROVE,
a municipal corporation,

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

City Attorney

LICENSEE

**REXFORD INDUSTRIAL
REALTY, INC., a California Corporation**

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

(insert map)

EXHIBIT B

RULES AND REGULATIONS

Licensee, its employees, and agents shall abide by the following rules and regulations ("Rules") and any modifications and additions to these Rules at any time made.

1. Hours of Operation. By written notice to Licensee, City may place reasonable limits on the permitted hours during which Licensee may use the Premises.
2. Hazardous Materials. Licensee shall not store or stockpile or permit to be stored or stockpiled upon the Premises, and shall, at Licensee's sole cost and expense, clean up and remediate any spill, release, or discharge of, any chemicals, unhealthy substances, pesticides, explosive materials, corrosive substances or other hazardous materials on or from the Premises resulting from Licensee's use of the Premises. The term "hazardous materials" shall mean (i) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Sections 25300 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) petroleum, oil, gasoline (refined and unrefined) and their respective by-products and constituents; and (vi) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any law, rule, or regulation of any governmental agency with jurisdiction over the Premises either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as: "hazardous" or harmful to the environment. The requirements of this section shall not be interpreted to prevent Licensee from parking or storing the motor vehicles used for its business operations as provided for in Section 6 of the main body of the License Agreement.
3. Condition of Premises. Licensee shall keep the Premises in a clean and sanitary condition satisfactory to the City at all times during the term of this License. No dust, offensive or refuse matter, nor substance constituting an unnecessary, unreasonable or unlawful hazard or material detrimental to the public health shall be permitted or remain thereon, and Licensee shall prevent any such matter or material from accumulating in the Premises.
4. Signs. No sign, advertisement display, awning visible from the exterior of the Premises shall be inscribed, painted or affixed by Licensee on any part of the Premises without the prior written consent of the City.
5. Conflict of Rules with License Agreement. If there is any conflict, inconsistency or ambiguity between these Rules and the provisions in the main body of the License Agreement, the provisions in the main body of the License Agreement shall control and prevail.

EXHIBIT C
PROJECT SITE PLAN

EXHIBIT D

INSURANCE REQUIREMENTS

1. COMMENCEMENT OF OCCUPANCY OR WORK. Licensee shall not occupy or commence any work under this License Agreement until all insurance certificates and endorsements have been received and approved by the City.
2. WORKERS COMPENSATION INSURANCE. For the duration of this License Agreement, Licensee and all contractors and subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against City, its officers, officials, agents, employees, and volunteers.
3. INSURANCE AMOUNTS. Licensee shall maintain the following insurance for the duration of this License Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.
 - (b) Automobile liability 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 City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 3 (a) shall designate City, its officers, officials, agents, employees, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of Licensee. Licensee shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by City.

An Additional Insured Endorsement for the policy under section 3 (b) shall designate City, its officers, officials, agents, employees, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the Licensee. Licensee shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by City.

For any claims related to this License Agreement, Licensee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of Licensee's insurance and shall not contribute with it.

RESOLUTION NO. 5962-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING GENERAL PLAN CONSISTENCY DETERMINATION FOR STREET VACATION NO. SV-001-2019, DETERMINING THAT THE CONTEMPLATED VACATION OF THE SOUTHERN PORTION OF BRADY WAY, SOUTH OF STANFORD AVENUE, AND DISPOSITION OF THE VACATED STREET IS CONSISTENT WITH THE GENERAL PLAN.

WHEREAS, Government Code Section 65402 provides for the Planning Commission to make a report to the City Council prior to the City's vacation of a public street and disposition of real property regarding conformity of the proposed vacation and property disposition with the City's General Plan upon receiving information concerning the location, purpose and extent of the proposed vacation and disposition; and

WHEREAS, the City of Garden Grove is contemplating the vacation of the southern portion of Brady Way, located adjacent to 12821 Knott Street, and conveying fee title to the owner of 12821 Knott Street in Garden Grove, California (the "Property"); and

WHEREAS, the Property has a General Plan Land Use Designation of Industrial/Commercial Mixed Use and is located within the PUD-104-70 (Planned Unit Development) Zoning District; and

WHEREAS, the Property is only used for street parking access to 12821 Knott Street as it terminates in a cul-de-sac at the 22 Freeway and it is intended for that property owner to continue to use it for access and parking of vehicles; and

WHEREAS, the Planning Commission received and considered information as to the location, purpose, and extent of the contemplated vacation of the public street and disposition of the Property at its meeting of August 15, 2019.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES HEREBY RESOLVE, FIND, DETERMINE, AND REPORT AS FOLLOWS:

SECTION 1. The location, purpose and extent of the contemplated vacation of the public street and disposition of the Property located adjacent to 12821 Knott Street by the City of Garden Grove, depicted in Attachment "A," is consistent with the City of Garden Grove's adopted General Plan.

SECTION 2. The vacation and disposition of the subject portion of the street is categorically exempt from CEQA per Section 15304 (Class 4 Categorical Exemption - Minor Alterations to Land), Section 15060(c)(2), and 15060(c)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

Adopted this 15th day of August 2019

ATTEST:

/s/ JEREMY LEHMAN
CHAIR

/s/ TERESA POMEROY
RECORDING SECRETARY

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

I, TERESA POMEROY, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on August 15, 2019, by the following vote:

AYES:	COMMISSIONERS:	(5)	LE, LEHMAN, NGUYEN, RAMIREZ, SOEFFNER
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(2)	KANZLER (RESIGNED), PEREZ

/s/ TERESA POMEROY
RECORDING SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is September 5, 2019.

MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

ITEM FOR CONSIDERATION – STREET VACATION NO. SV-001-2019, FOR THE PROPERTY LOCATED AT 12821 KNOTT STREET, AT THE SOUTHERLY PORTION OF BRADY WAY, SOUTH OF STANFORD AVENUE, AND ADJACENT TO INDUSTRIAL FACILITY.

Applicant: CITY OF GARDEN GROVE

Date: August 15, 2019

Request: A request for the Planning Commission to find and report to the City Council, pursuant to Government Code Section 65402, that the proposed vacation and disposition of the southern portion of Brady Way, south of Stanford Avenue, by the City of Garden Grove, is in conformity with the General Plan. In conjunction with the request, the Planning Commission will consider a determination that the project is categorically exempt from the California Environmental Quality act (CEQA) pursuant to Section 15304 (Class 4 Categorical Exemption - Minor Alterations to Land), Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical changes to the environment, directly or indirectly.

Action: Resolution No. 5962-19 was approved.

Motion: Ramirez Second: Soeffner

Ayes: (5) Le, Lehman, Nguyen, Ramirez, Soeffner

Noes: (0) None

Absent: (2) Kanzler, Perez

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9586-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON THE SOUTHERN PORTION OF BRADY WAY SOUTH OF STANFORD AVENUE, AND SETTING A PUBLIC HEARING THEREON

The City Council of the City of Garden Grove hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Garden Grove ("City") owns the fee interest in the public right of way known as Brady Way, a public street commencing on Stanford Avenue to the north and terminating in a cul-de-sac at the 22 Freeway to the south;

WHEREAS, Brady Way south of Stanford Avenue was formerly part of Knott Street and is now a cul-de-sac created after CalTrans relocated Knott Street when it widened the 22 Freeway in 1966;

WHEREAS, the southern portion of said street adjacent to the property located at 12821 Knott Street is only used for street parking and access to 12821 Knott Street;

WHEREAS, this street area, described in the legal description in Attachment "A" and depicted in Attachment "B" hereto, is no longer necessary for current or prospective public street purposes, or as a non-motorized transportation facility;

WHEREAS, pursuant to Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code, Sections 8320 et seq., the City Council is authorized on its own initiative to initiate proceedings for vacation of public streets that are no longer necessary for current or prospective public street purposes or as a non-motorized transportation facility;

WHEREAS, pursuant to Streets and Highways Code Section 8312, the City Council is authorized to vacate all or a portion of a public street within the City; and

WHEREAS, on August 15, 2019, the Planning Commission of the City of Garden Grove pursuant to Government Code 65402 found that the proposed vacation of the southerly portion of Brady Way is consistent with the General Plan of the City of Garden Grove.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. It is the intention of the City Council to vacate and abandon the

southerly portion of Brady Way, south of Stanford Avenue, adjacent to 12821 Knott Street, as more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. It is the intention of the City Council to find that the southerly portion of Brady Way adjacent to 12821 Knott Street and described in Attachments "A" and "B" hereto is unnecessary for present or prospective public street purposes, or as a non-motorized transportation facility.

SECTION 4. It is the intention of the City Council to reserve easements for existing public utilities per Section 8340 of the Streets and Highways Code.

SECTION 5. The City Council intends to find that this vacation action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 14304 (Class 4 categorical exemption-minor alteration of land), Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical changes to the environment, directly or indirectly.

SECTION 6. The City Council hereby sets a public hearing to be held on **September 24, 2019, at 6:30 pm**, or as soon hereafter as possible, in the City of Garden Grove located at 11300 Stanford Avenue, Garden Grove, California, 92840. At this hearing, all interested persons may introduce evidence and testimony pertaining to the proposed vacation. At the conclusion of the hearing the City Council shall determine, from all evidence submitted, whether or not the proposed vacation is in the public interest.

SECTION 7. Notice of the Public Hearing shall be published, posted, and mailed in accordance with the requirements of Street and Highways Code Sections 8320, et seq., as follows:

- (a) The City Clerk is directed to cause a copy of this Resolution to be published in a weekly newspaper, published and circulated in Garden Grove for at least two successive weeks prior to the time set herein for the public hearing.
- (b) The Director of Public Works is directed to post, or cause to be posted, notice of vacation conspicuously along the line of the portions of the street to be vacated, not more than 300 feet apart, but at least at three locations thereon.

SECTION 8. The City elects to proceed under the provisions of Chapter 3, Part 3, Division 9 (Section 8320 et seq.) of the California Streets and Highway Code.

Adopted this 27th day of August 2019.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on August 27, 2019, by the following vote:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN T., BUI KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

/s/ TERESA POMEROY, CMC
CITY CLERK

EXHIBIT A

VACATION DESCRIPTION

BRADY WAY
GARDEN GROVE, CA.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDEN GROVE IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE WESTERLY 30 FEET OF BRADY WAY, FORMERLY KNOTT STREET, AS SHOWN ON THE MAP OF TRACT NO 3808 FILED IN BOOK 135, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE BELOW THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OF SAID UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED IN DEED RECORDED JUNE 15, 1960 IN BOOK 5287, PAGE 22, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL B:

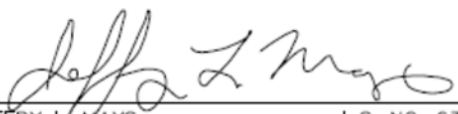
THAT PORTION OF THE EASTERLY 30 FEET OF BRADY WAY AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE NORTHERLY LINE OF PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL C:

THAT PORTION OF BRADY WAY, LYING EAST OF THE CENTERLINE AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND DESCRIBED AS PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

NOTE: THE DESCRIPTION ABOVE IS NOT A MATTER OF RECORD AND HAS BEEN PROVIDED SOLELY AS AN ACCOMMODATION TO FACILITATE THE CONTEMPLATED ACQUISITION OF BRADY WAY.


JEFFERY L. MAYS L.S. NO. 6379



SHEET <u>1</u> OF <u>2</u>	SCALE: 1" = 150'	JRN CIVIL ENGINEERS 232 AVENIDA FABRICANTE, SUITE 107 SAN CLEMENTE, CALIFORNIA 92672 (949) 248-4685 FAX (949) 248-4687
	DATE: 08/07/19	
FILE NO. 18517-A	DRAWN BY: JFC	
	CHKD. BY: JRN	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Chief Tom DaRe
Dept.:	City Manager	Dept.:	Police
Subject:	Approval to participate in the 2019-2020 Office of Traffic Safety Selective Traffic Enforcement Program. (Grant Amount: \$275,000) (<i>Action Item</i>)		
		Date:	9/24/2019

OBJECTIVE

To obtain City Council approval to participate in a Traffic Safety Grant through the California Office of Traffic Safety (OTS). The proposed grant the City is eligible to receive is \$275,000.00 in federal funds to implement DUI/CDL Checkpoints and Selective Traffic Enforcement Operations.

BACKGROUND

The California Office of Traffic Safety awards grants to local law enforcement agencies through the University of California Berkeley Traffic Safety Center (TSC). These one-year grants begin October 1, 2019, and end September 30, 2020. The Garden Grove Police Department has applied for and received similar grants dating back to 1996.

DISCUSSION

The grant that was applied for this year focuses on the reduction of persons killed and injured in alcohol-involved crashes by using "best practice" strategies. These strategies include driving under the influence (DUI)/Driver's License checkpoints, DUI Saturation Patrols, Know Your Limits Campaign, Motorcycle Safety, Distracted Driving, Educational Presentations, Traffic, Bicycle and Pedestrian Enforcement. The Police and Finance departments will be responsible for providing the necessary reporting to fulfill the goals and objectives of the grant.

FINANCIAL IMPACT

The total amount for the 2019-2020 grant will be \$275,000.00. There is no requirement to hire additional personnel, and there are no out of pocket expenses. There is neither cost nor income to the City based upon participation in this grant.

RECOMMENDATION

It is recommended that the City Council:


- Authorize participation in the Selective Traffic Enforcement Program (STEP);
- Accept the Office of Traffic Safety Grant Funds in the amount of \$275,000.00;
- Authorize the Police Chief, Finance Director and Finance Manager to execute the grant agreement on behalf of the City; and
- Allocate these grant monies to fund Selective Traffic Enforcement Operations.

By: Ron Reyes, Police Officer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Grant Agreement	9/13/2019	Agreement	Grant_Agreement_- _PT20051_9.12.19.pdf

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Garden Grove	3. Grant Period From: 10/01/2019 To: 09/30/2020
4. AGENCY UNIT TO ADMINISTER GRANT Garden Grove Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$275,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Schedule A – Problem Statement, Goals and Objectives and Method of Procedure Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* – OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Ron Reyes PHONE: (714) 741-5226 TITLE: Police Officer FAX: (714) 741-5765 ADDRESS: 11301 Acacia Parkway Garden Grove, CA 92840 EMAIL: ronr@ggpd.org <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Scott Stiles PHONE: 714-741-5100 TITLE: City Manager FAX: 714-741-5765 ADDRESS: 11222 Acacia Parkway Garden Grove, CA 92840 EMAIL: sstiles@ci.garden-grove.ca.us <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>
C. FISCAL OR ACCOUNTING OFFICIAL NAME: Patricia Song PHONE: (714) 741-5062 TITLE: Finance Director FAX: ADDRESS: 11222 Acacia Parkway Garden Grove, CA 92840 EMAIL: psong@ggsity.org <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney PHONE: (916) 509-3030 TITLE: Director FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive Suite 300 Elk Grove, CA 95758 EMAIL: barbara.rooney@ots.ca.gov <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>
E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS INFORMATION DUNS #: 838134872 REGISTERED ADDRESS: 11301 Acacia Parkway CITY: Garden Grove ZIP+4: 92840-5857

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164 AL-20	20.608	0521-0890-101	2019	2019	BA/19	\$150,000.00
402PT-20	20.600	0521-0890-101	2019	2019	BA/19	\$125,000.00
				AGREEMENT TOTAL		\$275,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$275,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$275,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE 			DATE SIGNED			

1. PROBLEM STATEMENT

In the City of Garden Grove, we have had 49 fatal traffic collisions since the beginning of 2014. Of those fatalities 16 of them have involved impaired drivers, as well as over 325 other injury collisions involving impaired drivers. The negative effects of drinking and driving have struck our community on several occasions and the Garden Grove Police Department is committed to using all resources available to combat the problem. The City of Garden Grove has taken a zero tolerance approach towards drunk/impaired driving over the five year period of time and has made over 2,200 arrests and initiated several thousand citizen contacts related to DUI investigations. The City of Garden Grove is committed to the safety of our citizens and has utilized DUI Checkpoints and DUI Saturation patrols as a means to deter, locate, and arrest drunk/impaired drivers, as well as a means to deter provide educational opportunities to the members of the community. Through the opportunities granted to our department through the awarding of the OTS STEP Grant, we intend to continue our zero tolerance efforts towards the eliminating of drunk/impaired driving. The efforts will focus on all motorists and citizens in the community. Through the use of Press Releases and social media, an effort will be made to educate the community on the dangers of drunk/impaired driving, the costs of being prosecuted for a DUI, and alternative methods of transportation available to those that may consider driving while impaired.

The City of Garden Grove has seen a marked increase in the number of fatalities and injury collisions involving pedestrians and bicyclists. From 2014 through 2018 there were over 450 injury traffic collisions involving bicyclist and pedestrians with 20 of them being fatalities. The number of fatalities in Garden Grove involving bicyclists and pedestrians is more than all other fatalities combined including those involving impaired driving. The increase has been alarming to the community and in response a city wide campaign was launched in September of 2016 to address the problem. The Garden Grove PD Neighborhood Traffic Unit formed what is known as the Accident Reduction Team or ART Team with personnel from our city's public works, traffic engineering, and community relations departments. Through a collaborative effort between all members of the ART Team, we have identified and addressed traffic engineering issues that could lead to a decrease in these types of accidents, used public works to assist with the use of adequate traffic control measures in areas lacking the proper measures for safe bicycling and walking, and used our community relations department to get the message out through the use of city billboards, social media, press releases, city mailers, and a public service announcement that was filmed and used as an educational tool. As an enforcement and educational tool, the traffic unit has utilized grant funds to conduct heavily publicized bicyclist/pedestrian enforcement operations in areas targeted for high volumes of collisions and violations. These events are publicized using press release and social media. The events have been live streamed on Face Book, clips have been shown on Instagram and operations have been broadcasted on local news channels. Typically all of the comments from those following are very supportive and positive towards the operations. During each of the events that have been conducted since the inception of the ART Team there has been an average of 125 citations issued for various violations related to bicycle/pedestrian safety, including issuing motorist's citations for failing to yield to bicyclists and pedestrians. In conjunction with the issuing of citations the strong police presence is a reminder of the possibility of being issued a citation and an opportunity to have educational contacts with members of the community.

The Garden Grove PD traffic unit has participated in events such as the National Walk Your Child to School Day and Bicycle Safety Month. Various safety presentations have been provided to senior citizens and school children. Flyers with safety messages related to pedestrian and bicycle safety have been developed and handed out at various community events and over 1,500 reflective safety devices were given to children throughout year at community events and DUI/CDL Checkpoints.

Statewide, motorcycle fatalities increased 4.6 percent from 415 in 2011 to 435 in 2012. Motorcycle fatalities per 100,000 motorcycle registrations fell from 49 in 2009 to 44 in 2010. This rate had been relatively steady, averaging 68 from 2005 through 2008. Motorcycle safety has become an issue recently in the City of Garden Grove. Aside from numerous injury collisions and 1 fatal motorcycle in 2013. These injuries to officers resulted in hundreds of man-hours of traffic enforcement, putting the citizens of Garden Grove at even greater risk.

Over the years, approximately 60-75 percent of fatal and injury-combined collision involved various Primary Collision Factors (PCF) such as DUI, unsafe speed, right-of-way, traffic signals and signs, pedestrian violations and improper turning.

The Garden Grove Police Department has noticed several arrestees are not showing up for their court dates and are subsequently issued warrants for not appearing. This enables "repeat offending" and allows the public to once again be put at risk by conscious negligence of an impaired driver. The same issues arise with the driver's whom have had their driver's license recently suspended. Several traffic violators are stopped daily and are found to have suspended driving privileges. This happens as close as the courtroom parking lot, where the violators drive away directly after having their driver's license suspended.

The Garden Grove Traffic Unit is partnering up with Huntington Beach PD and received the necessary training for the "Know your limit" campaign. Officers from both police agencies have partnered up to educate customers at local restaurants/bars in both cities and focused on the importance of being responsible when going out to these locations. The topic was to educate both DUI and DUID and answer questions asked.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	Target Number 1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an	3

advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
11. Conduct DUI Saturation Patrol operation(s).	15
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	8
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	1
15. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	6
16. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	5
17. Conduct Know Your Limit campaigns with an effort to reach members of the community.	3
3. METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year) <ul style="list-style-type: none"> The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. All training needed to implement the program should be conducted this quarter. All grant related purchases needed to implement the program should be made this quarter. In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations. <p><u>Media Requirements</u></p> <ul style="list-style-type: none"> Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release. 	
B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year) <ul style="list-style-type: none"> The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. <p><u>Media Requirements</u></p> <ul style="list-style-type: none"> Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement. <ul style="list-style-type: none"> If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press. 	

- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

Schedule B

PT20051

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-20	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$150,000.00
402PT-20	20.600	State and Community Highway Safety	\$125,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
<u>Straight time</u>		\$0.00
<u>Overtime</u>		
DUI/DL Checkpoints	20.608	\$26,460.00
DUI Saturation Patrols	20.608	\$86,100.00
Know Your Limit	20.608	\$6,000.00
Benefits OT @ 16.23%	20.608	\$19,242.00
Traffic Enforcement	20.600	\$43,056.00
Distracted Driving	20.600	\$10,724.00
Motorcycle Safety	20.600	\$5,362.00
Pedestrian and Bicycle Enforcement	20.600	\$32,172.00
Traffic Safety Education	20.600	\$3,500.00
Benefits OT @ 16.23%	20.600	\$15,388.00
Category Sub-Total		\$248,004.00
B. TRAVEL EXPENSES		
In State Travel	20.600	\$2,000.00
		\$0.00
Category Sub-Total		\$2,000.00
C. CONTRACTUAL SERVICES		
		\$0.00
Category Sub-Total		\$0.00
D. EQUIPMENT		
Radar Trailer	20.600	\$10,000.00
Category Sub-Total		\$10,000.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	\$2,598.00
Portable Light Tower	20.608	\$9,600.00
Bicycle Safety Equipment	20.600	\$2,798.00
Category Sub-Total		\$14,996.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$275,000.00

GRANT AGREEMENT

Schedule B-1

PT20051

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	3
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	15
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	3
Benefits OT @ 16.23% - TOTAL BENEFIT RATE: 16.23% Medicare 1.45% Workers Comp 14.78%	1
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	5
Benefits OT @ 16.23% - TOTAL BENEFIT RATE: 16.23% Medicare 1.45% Workers Comp 14.78%	1
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
Radar Trailer - Radar Trailer - trailer with radar to measure and display the speed of vehicles. Costs may include trailer, computer software, and modifications such as generator, paint, graphics and lighting.	1
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective	1

banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	
Portable Light Tower - High intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator and accessories.	2
Bicycle Safety Equipment - Safety equipment such as bicycle headlights/taillights, reflectors, and reflective arm and leg bands to be distributed during bicycle rodeos and other bicycle safety related events.	1
INDIRECT COSTS -	
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.	

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines “racial profiling” as the “practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped.” Then, subdivision (f) of that section goes on to provide, “A law enforcement officer shall not engage in racial profiling.”

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to Turbo Data Systems, Inc., for parking citation processing services. (Cost: \$270,000) (<i>Action Item</i>)	Date:	9/24/2019

OBJECTIVE

For the City Council to award a contract to Turbo Data Systems, Inc. (TDSI), to provide parking citation processing services.

BACKGROUND

The existing parking citation processing agreement expired on June 30, 2019, and was extended to September 30, 2019, to complete the Request for Proposal (RFP) process. RFP S-1254 was issued and advertised on May 22, 2019, by the City's Finance Department. A mandatory pre-proposal meeting was held on June 3, 2019.

DISCUSSION

Three proposals were received and opened on June 24, 2019. The Source Selection Committee (SSC) reviewed and scored all proposals. Meetings were conducted with members of the SSC and the three companies that included a product demonstration, software overview, and a question and answer session.

The SSC Scores were not changed based on the interviews and the final scores were established on August 1, 2019. The SSC committee selected TDSI, since they demonstrated an understanding of the project, offered a work plan that best fit the needs of the City, received positive references, will provide software and equipment that exceeds the RFP requirements, and competitive pricing. Their database was user friendly and offered options that the other proposers were not able to provide.

<u>Company</u>	<u>SSC Score</u>
Turbo Data	2360
Data Ticket	2000
Phoenix Group	1760

FINANCIAL IMPACT

The two-year contract amount shall not exceed \$270,000. The new agreement is approximately \$105,000 higher in cost than in previous years as it includes the placing of Franchise Tax Board (FTB) holds to intercept any state tax refunds to pay for outstanding parking citations tied to an individual. Over the past two decades, the FTB program has redirected over \$3 billion to various state agencies, cities, and counties. In 2017, the FTB program collected \$344 million for over 500 agencies. In Orange County, the cities of Anaheim, Fullerton, Huntington Beach, Fountain Valley, Newport Beach, Tustin, San Clemente and Stanton currently participate in the FTB program.

It is estimated the City will collect an additional \$138,000 per year for unpaid parking citations through this program at a yearly cost of approximately \$50,000. Past experience has shown that more parking citations can be paid through extra collection methods than what is anticipated. The additional first year cost of the contract will be absorbed within the FY 2019-2020 City budget and will be offset by anticipated increased revenue. The remaining cost increases will be addressed during the annual budget process, and will also be offset by increased citation revenue.

All parking citation funds collected are deposited into the General Fund. The costs for this contract will be split by Public Works, Police Department and Code Enforcement.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Turbo Data Systems, Inc., to provide parking citation processing services, in the amount of \$270,000, for an initial term of two years from October 1, 2019, through September 20, 2021, with the option to extend the term for up to two additional two year terms through September 30, 2025; and
- Authorize the City Manager to execute the agreement and make any minor modifications as appropriate thereto.

By: Mark Ladney, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Turbo Data contract	8/19/2019	Agreement	8-27-19_Turbo_Data_2019.pdf

RFP No. S-1254

CITY OF GARDEN GROVE

PROFESSIONAL SERVICES AGREEMENT

RECITALS

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

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Municipal Parking Citations Management for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Contract is anticipated to be two years from October 1, 2019 through September 30, 2021, with the option for the CITY to extend the term of the contract for up to two (2) additional two (2) year terms through September 30, 2025. 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 Work (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Compensation for the first two year performance period shall be payable in arrears and shall not exceed (\$270,000.00). An additional fund for unforeseen volume increase and maintenance issues of ten percent of the contract amount over two years is available at the sole discretion of the Public Works Director. All work shall be in accordance with RFP No. S-1254 and the

Scope of Work (Attachment A). With the exception of a postal rate adjustment, all pricing shall remain firm for the first two-year performance period. Contractor may request pricing increase prior to the signing of the option years. Any increase shall be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all items" entitled "Consumer Price Index, Los Angeles-Long Beach-Anaheim Average." However any increase shall not exceed two (2) percent after each two-year performance period.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Pricing Proposal (Attachment B).
- 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 shall have the right to terminate this agreement, without cause, by giving thirty (30) 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 and provide a Waiver of Subrogation in favor of the City.
- 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 not less than of \$2,000,000.00 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 not less than \$2,000,000.00 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 \$2,000,000. 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.
- (d) Crime Policy, which includes Employee Theft, Employee Dishonesty, and Theft in an amount not less than \$250,000. Loss Payee Provision in favor of the City of Garden Grove.

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.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-

insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Turbo Data Systems, Inc.
Attention: Roberta Rosen,
18302 Irvine Blvd., Suite 200
Tustin, CA 92780-3464
 - b. (Address of CITY)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
 - (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **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.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **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.
15. **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.
16. **Indemnification.** CONTRACTOR agrees to protect, 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 damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence 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.

17. **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 this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\\\\\

(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"
Turbo Data Systems, Inc.

By: _____

Name: _____

Title: _____

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
RFP No. S-1254

**PROVIDE MUNICIPAL PARKING CITATION PROCESSING, PAYMENT,
AUTOMATED HAND HELD TICKET WRITERS, AND ADJUDICATION SERVICES**

I. EXECUTIVE SUMMARY

The City of Garden Grove (City) invites the submittal of proposals from qualified firms providing Municipal Parking Citation Processing, Payment, and Adjudication Services.

The successful proposal will be one that demonstrates the requisite technical proficiency, ability to provide a seamless transition and a willingness to work closely with City staff and the community at large.

Only firms with verifiable experience in Municipal Parking Citation Processing, Payment and Adjudication Services will be considered.

II. INTRODUCTION TO THE CITY

The City of Garden Grove is located in Orange County, California. Incorporated in 1956, the City is built out and is nearly 18 square miles, serving a diverse population of approximately 180,000 people.

The City issues approximately 28,000 parking citations annually, 25,000 electronically and the remainder as handwritten citations.

III. OBJECTIVE OF THE REQUEST FOR PROPOSAL

The City desires to contract with a qualified firm for Municipal Parking Citation Processing, Payment and Adjudication Services. The submitted proposal should reflect a two (2) year contract term with an option to renew the agreement for up to three (3) two-year (2) terms upon mutual agreement of both parties. The Request for Proposal (RFP) is specifically seeking:

- A. Municipal Parking Citation Processing Services
- B. Administrative Review and Hearing Coordination/Tracking
- C. Accounting Services related to payment of parking citations
 - i. A program for AB 503 payment plan compliance
- D. Customer Service (automated and staffed)
- E. Provide all required hardware, software, related supplies and internet on-line access (The City will provide all manual citation forms)

Each of these elements is discussed in detail in the following sections.

IV. SCOPE OF SERVICES

Municipal Parking Citation Processing Services

- i. Automated Input for Hand-held Electronic Citation Writers
 - 1. Citations should upload using standard wireless or cellular connections.
 - 2. Files must be loaded immediately upon file transfer.
 - 3. City shall have capability to edit all relevant information.
 - 4. Provide City with hand-held equipment, maintenance, repair or replacement (at no cost to the City) as necessary for the duration of the contract.
 - 5. Maintain and update boot/tow eligibility list for vehicles with 5 or more unpaid citations.
- ii. Data Entry – Handwritten Parking Citations
 - 1. Within 48 hours of receipt, all handwritten citations shall be input to the database program, batch and record receipt.
 - 2. City shall have capability to edit all relevant information.
 - 3. File and store citations in an easily readable retrievable format.
 - 4. File and store hard copy citations for a minimum of four (4) years plus current year. Thereafter, all hard copy citations must be destroyed to City satisfaction (e.g. shredding). Cost of document destruction is to be included in submitted proposal.
 - 5. Notify City of any parking citations that cannot be entered into the parking citation processing system and/or are defective (missing information such as violation code, location, license plate, etc).
- iii. Registered Owner Name Retrieval
 - 1. Ability to automatically retrieve registered owner data California Department of Motor Vehicles (DMV).
 - 2. Review DMV "No Hit" list confirming license plate and state information has been entered correctly on citation.

3. Confirm vehicle make, VIN, and registered owner information.
4. Contractor is required to send notices to lessees or cited vehicles when Certificate of Non-Ownership paperwork is received.
5. Contractor data retrieval system must have the ability to store previous and current owner information when a transfer of ownership has occurred.

iv. Out of State Vehicles

1. Automated access to vehicle registration information for all 50 states, Mexico and Canada.

v. DMV Registration Holds/Releases

1. Process all DMV "hold" or "release" within 48 hours of notification, excluding weekends and DMV holiday closures.
2. Daily registration hold/release updating.
3. Monthly reporting of DMV holds, releases and payments.
4. Fees associated with obtaining registration information are responsibility of contractor and is to be included in proposal.

vi. Payment Processing

1. City prefers to maintain a parking correspondence Post Office Box within Orange County. This box is to be provided by the contractor.
2. Mail collection is to occur at a minimum of three (3) times per week on mutually agreed upon days.
3. All incoming mail must be sorted and batched by the postmark date for payment posting.
4. All parking citation mail received must be opened and processed within 48 hours, exclusive of weekends and holidays (data entry, bank deposits, etc).
5. Contractor shall make daily bank deposit to the bank as directed by the City's Finance Director for all checks and money received. City will provide deposit slips. A copy of the deposit slip and citations paid with the amount shall be sent to

the City. The City will provide deposit slips. Submission of bank deposits to City by electronic means is acceptable.

6. Reconcile all payments entered with bank deposit.
7. File and store all source documents in an easily retrievable system.
8. Contractor must track rebilling on partial payments and checks returned for insufficient funds.
9. Contractor must provide for payment option by major credit card via secure Internet and telephone access. Access to both systems shall be available 24 hours a day, 7 days a week. Payments made by credit card are to be immediately updated in to the City's citation database. Credit Card payments are to be deposited into the City's bank account on a monthly basis.
10. Contractor may subcontract any portion of this agreement upon written request and approval of the City.
11. Contractor shall have plan in place to comply with AB 503 or any other Legislative Mandates that apply during the contract term.

vii. All Correspondence

1. Correspondence processed within 48 hours.
2. Sort and batch all correspondence by postmark dates.
3. Envelopes shall be kept with all correspondence.

viii. Delivery of Documents

1. The contractor shall forward all documents (e.g., citation clarifications, adjudication documents, etc.) to the City, a minimum of three times each week. Electronic notification is acceptable.
2. The City will forward, to the Contractor, handwritten citations and other documents on a regular basis.
3. The Contractor shall be responsible for courier/delivery service.

ix. Reporting

1. The Contractor shall be responsible for providing regular daily, weekly and monthly reports as agreed upon at time of agreement execution.
 2. The preferable method of report submission is electronic.
 3. The Contractor shall provide a sample of reports available to the City.
 4. Electronic reports shall be archived and available for a minimum of four (4) years plus the current year.
 5. The Contractor shall provide duplicate or replacement electronic reports at no cost to the City via hard copy and/or via high-speed internet access.
- x. Toll-Free Telephone Service and Customer Service
1. The Contractor shall provide a toll-free telephone number for customer service and credit card payments (Visa and MasterCard) capable of additional fee attachment.
 2. The toll-free telephone service shall be in operation 24 hours a day, 7 days a week for the 50 United States and Canada.
 3. The Contractor's telephone answering system shall be sufficient in design and capacity to process the added volume of telephones generated from inquiries by Garden Grove customers.
 4. The telephone call processing system shall be capable of responding to requests for service in English, Spanish, Korean, and Vietnamese.
 5. The telephone system shall also provide up-to-date information on the status of a citation with the option to speak with a live representative during normal business hours.
 6. Sufficient Customer Service Representatives (CSR) shall be available Monday through Friday, 8:00 am – 5:00 pm, P.S.T.; excluding holidays to accommodate the added volume of Garden Grove citation inquiries.
 7. CSR's shall be capable of providing customer service to the public for resolving parking citation questions of a non-judicial nature and research specific citation data when necessary.

8. Contractor's staff, serving as CSRs, shall be fully trained in all informational aspects of parking citation processing and related information specific to Garden Grove. This staff shall have real-time access to the parking citation database(s).

xi. Custom Notices and Letters

1. The Contractor shall provide the necessary postage, correspondence, and stock forms to meet all applicable State and local laws regarding citation processing and adjudication. Contractor shall provide all automated citations and pre-addressed return envelopes. The City will provide all manual citation forms.
 - a. Postage Rate Increase
If postage rates increase or decrease during the term of the agreement, costing per notices and letters mailed will increase or decrease at same rate and effective date of U.S. Postal increase.
2. All notices and letters must be formatted using Custom #10 window envelopes with the City's parking citation PO Box return address. The interior #9 also customized with the City's address that is intelligent Mail bar-coded per the U.S. Postal Service requirements.
3. "Drive Away Notices" will be mailed to registered owners of vehicles as required by the California Vehicle Code. These notices are to be mailed no later than 15 days from the date of the original citation.
4. Contractor shall generate Delinquent Notices for unpaid accounts at a time frame acceptable to the City.
5. Non-sufficient fund (NSF) notices will be mailed to individuals immediately upon notification from the City that a check has not cleared. The notices will state the amount of original penalty, delinquent amount, and the appropriate NSF check fee.
6. Partial Payment Notices will be mailed to those who do not pay the full fine and applicable penalty. The notice should indicate the amount that was paid and the remainder that is due.
7. Samples of all forms, notices, letters, etc. must accompany the proposal.

xii. Secure Online Inquiry Access

1. All internet access points must be secure.
2. The online inquiry system must provide real time access to all citation information including registered owner information, payment information, and administrative adjudication correspondence history.
3. A "NOTES" feature shall allow authorized personnel to easily enter comments for a particular citation or license plate to be viewed by authorized system users.
4. Contractor shall provide, at no additional cost, access to the inquiry system for as many users or groups of users as the City deems necessary.

xiii. Support

1. The Contractor shall provide in-house staff for all aspects of processing parking citations and support for all automated systems related to the processing of parking citations, including: Internet access, information retrieval, systems operation and access, trouble shooting and servicing of Contractor supplied software and hardware.
2. All software upgrades for software originally supplied by Contractor must be supplied at no additional charge.
3. The Contractor shall provide up to forty (40) hours of training to all Garden Grove Parking Enforcement Personnel and support staff on the operation and access of the various automated systems utilized by the Contractor for purposes of parking citation processing per year.

xiv. Data Backup

1. All systems must be backed up daily to ensure safety of data in the event of a power outage or natural disaster.
2. All backups of data should be transferred and stored off-site as part of the Contractor's disaster recovery plan.

xv. Implementation Plan

1. The successful firm must provide a detailed plan to implement the transition no later than ten (10) working days after contract effective date of agreement.

xvi. Scofflaw Report

1. Weekly online scofflaw reporting should be available to the City for manual use.

xvii. Auditing

1. The Contractor shall comply with reporting requirements prescribed in California Vehicle Code Section 40200.3 (b).

xviii. City Meetings

1. Contractor will make themselves available during normal business hours for scheduled quarterly meetings, when requested.

Administrative Appeal/Review & Hearing Tracking System

xix. Automated Processing of Administrative Review Requests

1. Track Administrative Reviews and correspondence.
2. Administrative Review tracking system must be integrated with parking citation processing system.
3. Provide relevant information to citizen inquiries regarding the administrative appeal process.
4. Enter Administrative Review requests within 48 hours.
5. Sort and batch Administrative Review requests by postmark date.
6. Print and mail (U.S. First Class) all Administrative Review result letters using City approved letterhead and envelopes stating the reason the citation held valid.
7. Timely notify City of overpayment of fines and/or reimbursements due.
8. Enter and maintain database of all Administrative Review and hearing requests received showing status of each request.
9. File and store all source documents for a minimum of four (4) years, plus the current year.
10. Contractor will provide staff to respond to telephone inquiries regarding how to contest a citation, outstanding penalty

amounts or delinquent fees, or any other pertinent information in order to contest a citation specific to the guidelines established by the City of Garden Grove.

11. Contractor shall provide pricing for providing an independent certified Hearing Officer. Pricing shall be a flat rate per hearing or group of hearings. .
12. Contractor will coordinate scheduling services for Administrative Review Hearings at least three (3) weeks in advance.
13. Print and mail (U.S. First Class) City approved hearing notification letters stating the reason the citation held valid.
14. Tracking system must be able to track defendant's liable/not liable classification via customizable coding.

Automated Voice Response System

15. The database must be available 24 hours a day, 7 days a week. Scheduled system maintenance back-ups must be between midnight and 4 a.m.
16. The automated voice response system must be capable of providing specific agency recorded information in English, Spanish, Korean, and Vietnamese regarding contesting, indigence, payment, address locations and information relating to correctable violations.
17. The automated voice response system must be capable of providing online data from the database when queried by citation number or license plate number.
18. The automated voice response system must be capable of providing online data regarding: the citation issue date, amount due, delinquent date, total amount due and Administrative Review results.
19. The automated voice response system must be capable of receiving payment via credit card with immediate authorization and posting capabilities.

Public Internet Access

20. Contractor shall supply a website for public use which will automatically link them to a web page allowing them to enter their

parking ticket number or other identifying information and view pertinent citation data.

21. The website provided should be of the highest level of data security and data privacy. Web based data traffic involving privacy issues including: names, addresses, parking ticket numbers, and credit card numbers must be encrypted using at least 128 bit encryption systems. Contractor must agree to keep all City of Garden Grove customers data private and secure and will not share, sell, or otherwise access the City of Garden Grove customer data for reasons other than the normal processing of payments or as otherwise required by law.
22. Public access should include access to current citation and license plate status, current status of contested citations, due dates, original fine amount, late charges, information on how to contest a citation, how to show proof of correction for correctable violations, how to submit claims of indigence prior to a hearing and addresses for paying in-person or by mail.
23. The website should accept payments and service- fee approval by Visa and MasterCard a minimum of 24 hours a day, 7 days a week, with immediate authorization and immediate updating to the City's database. A confirmation e-mail should be sent to the payee upon approved payment.
24. The website shall allow for an individual to appeal their citation using an online system that also allows for easy uploading of photos or documents.
25. To the extent possible, the website shall be mobile device compliant.

City Internet Access

26. Contractor must provide City with secure Internet access to the parking citation processing database.
27. The Contractor's system shall provide inquiry capabilities into the following data fields:
 - a. License plate number, vehicle identification number (VIN), make of vehicle, month and year of registration expiration and vehicle color.
 - b. Registered owner information and history.
 - c. Citation number

- d. General citation information including: Citation number, Issuing Officer and identification number, violation, location of occurrence, date/time issued, Officer comments/notes, and any pictures taken by the officer.
 - e. Payment amount, date received, date entered, outstanding amount, and NSF history. *NOTE: All payment data shall be in an online, real-time environment.*
 - f. Original fine amount, late payment penalty, total paid, amount of reduction, if applicable and final payment due.
 - g. Complete listing of each notice mailed with the actual mail date displayed.
 - h. Current Administrative Review status including: Deadline for filing Administrative Review, date Administrative Review received and adjudicated, date Administrative Review notice mailed.
 - i. Current Administrative Hearing status including: Deadline for filing Administrative Hearing, date Hearing received, Hearing date and time, reschedule date/time, if applicable, disposition.
 - j. Suspense code tracking – type of suspense, date suspension issued and removed.
-
- k. Notification/correspondence tracking – type of notice issued and date issued.

Internet System Requirements

1. All internet access must be compatible with the City's network security and use TCP/IP as the physical layers protocol.
2. Contractor to define application layer protocol, if any.
3. Contractor to define the communication backup processes for the preferred access method.
4. Contractor to define configuration needed for printers.
5. Contractor to define network configuration testing done as part of the acceptance and what is the recourse if communication cannot be accomplished as part of the review.

6. Contractor's processing system must be capable of providing online inquiry functions in "real-time" reflecting immediate changes in status of accounts.
7. Contractor to define security parameters and protocols that are needed.
8. Contractor to define Internet access via VPN, leased line, or other requirements.

Hand-Held Writing Units

28. Contractor shall provide the City with a minimum of four (4) and up to fourteen (14) hand-held citation writing units with the following specifications, but not limited to:

- Operating System
- Color Screen
- Entry from Full Screen Virtual Keyboard and/or Keyboard on Device
- Imager (minimum of 3 color pictures per violation capability)
- Chalking capability
- Rugged
- Wireless/cellular
- An integrated or Bluetooth connected printer to fit thermal paper
- Printer capability to accommodate cite rolls of at least 50 per roll
- Cables for charging the units in the office and the enforcement vehicle
- Straps, holsters, belt clips, etc.
- Battery life / 10 hours plus per charge (provide replacement batteries as needed)
- Ability to print up to 3 separate citations if the vehicle has 3 violations without entering all information again.
- Ability to mark citation or prior citation as a drive away
- Entry of citation information on a single screen so user can enter or change any field at any time and in any order
- Void reason codes
- Reprint last ticket feature
- Ticket Log
- Track duty and shift activities
- Pricing format all inclusive per attachment A
- Wireless connectivity via industry standard protocol (802.11, Bluetooth, etc...)

1. Automated Citations

Contractor shall provide hand-held writing units and automated citations forms and return envelopes. Hand-held ticket-writing units shall be programmable and shall be able to produce citations.

Hand-held units shall generate citations on partially pre-printed forms. The citation rolls to be provided by selected contractor to be used in the provided citation machine shall be appropriate for use in that machine (e.g., thermal paper). The citation roll must be:

- o Weather resistant,
- o Vandal resistant (current citation is of a plastic type and is almost tear proof),
- o Be pre-perforated for easy separation from the citation machine
- o Be printed on stock as near to 20lb as possible.

The City reserves the right to designate and approve the content and format of the information that shall be pre-printed on all citations. City reserves the right to designate and approve content and format of information that shall be imprinted by automated citation issuing units.

The City's citation P.O. Box remittance address shall be pre-printed on the back of each citation, and shall include post net bar coding that includes the city, state and zip plus four code, in a format that can be recognized by the U.S. Post Office.

Contractor shall provide remittance envelopes with each automated citation that shall accommodate an unfolded citation and personal check. The envelopes shall either contain a window through which the City's remittance address shall be clearly visible, or shall be pre-printed with the City's remittance address.

Envelope should be sized to fit the citation lengthwise and be able to accommodate a check or money order height wise (current citation is 6"x2.25", while envelope is 3.5"x6.25"). Envelope should be manufactured on stock at 35lb paper or greater and come with an adhesive strip for sealing the envelope.

All envelopes shall include post net bar coding that includes the city, state, and zip plus four code, in a format that can be recognized by the U.S. Post Office.

B. Collections

Most parking citations are resolved during normal processing by payment of the fine, by permanent suspension as a result of an administrative review, or by adjudication. There are, however, a number of citations that remain open or unresolved.

The City's basic processing requirements the Contractor shall follow include the following:

1. The Contractor shall mail a minimum of two (2) notices of delinquency for each unresolved citation as well as special notices approved by the Director, including notices for partially paid citations. Currently, in accordance with statutory requirements, a notice of delinquent parking violation is mailed thirty days after issuance of a citation. If the citation remains unpaid, a courtesy advisory of pending vehicle registration hold (not required by statute) shall be mailed thirty days after the first notice.
2. The Contractor's notice program should be flexible and able to accommodate time-based as well as criteria-based selection variables to generate a specific type of notice. Examples of such criteria are: citation age, suspend status, and returned mail status. The Contractor shall obtain prior written approval by the Director for the original form and any revisions to language in the notices, notice layouts, or to noticing criteria.

The Contractor shall provide to the Department complete production, operational and management reports on its noticing program or reconciliation, audit, and City management oversight.

However, there are citations that remain unpaid after all the specified processing and collections efforts are completed. These open accounts result from such things as anomalies in the California DMV Registration System, failure of a new owner to re-register a vehicle, inaccurate mailing address provided to the DMV, and other similar situations. The City has assigned specific categories of open citations for special collections efforts. Monthly, the contractor's system shall automatically review the parking citation database and assign all citations that meet the designated criteria to its special collection component.

3. Selected Contractor will have the ability to take over existing credit report holds and place new holds. Contractor is to verify all information prior to a hold being placed.
4. The following criteria shall be used to determine special collection assignments:

1. **DMV Hold Rejects / Returned Transfers:** Any unpaid citation where the request for DMV hold was rejected where the DMV hold was released after transfer of ownership information has been obtained from DMV.
 2. **Aged DMV Hold:** Any citation that is on DMV hold and still unpaid 60 days after the expiration date of the previous year's registration.
 3. **Out-of-State Unpaid:** Any citation on an out-of-state plate that remains unpaid **30 days after the date of issuance and after registered owner information was obtained** and a delinquent notice was mailed.
 4. **Returned Mail:** Any unpaid citation whose final notice has been returned by the Post Office as undeliverable.
 5. **Registered Owner Information:** Any unpaid citations associated with a plate for which no registered owner information has been returned from the DMV after at least four requests have been made in two (2) month intervals.
 6. **Declaration of Non-Ownership:** Any unpaid citation issued to a vehicle for which a declaration of non-ownership has been received and 45 days or more has elapsed since the mailing of a letter requesting payment from the person identified as the new owner.
-
7. **Lessee / Rented Vehicles:** Any unpaid citations issued to leased or rented vehicles 45 days after a letter requesting payment has been mailed to the person who leased or rented the vehicle.

The City reserves the right to amend the criteria used to determine which citations shall be assigned to special collections.

Special Collection Fee shall be 30% of the fine collected.

5. Contractor shall check with, and gain approval of, the City to initiate Franchise Tax Board (FTB) collections on a yearly basis for citations that remain unpaid. City reserves the right to not participate in the FTB program.

Exclusions

Regardless of the special collection efforts of the Contractor, the City shall not pay a fee for citations collected as a result of:

1. Collection efforts of the DMV, i.e., all citations paid at the DMV;
2. Dismissals by the City or the Municipal Court;
3. When no collection activity has occurred within the twelve months preceding payment for citations **or** where notices have been returned by the Post Office as undeliverable; and
4. Notices sent during the period of time between the date of issuance and confirmation of a DMV hold.

C. General Requirements

The following items are required by the City of Garden Grove in carrying out the duties listed in the Scope of Services:

1. All processing functions performed under this contract shall be completed within 48 hours after receipt, exclusive of weekends and holidays.
2. Contractor must comply with all applicable California Vehicle Code statutes for parking citation processing.
3. Contractor shall maintain files sent by the issuing agency for a minimum of four (4) years plus the current year.
4. Contractor shall provide initial and ongoing necessary on-site training and support for City staff to retrieve information stored in the computer system.
5. Contractor shall provide hand-held ticket writer units, software, hardware, and supplies.
6. Contractor shall provide, at no additional cost, access to the inquiry system for as many users or groups of users as the City deems necessary.
7. The City reserves the right to approve or disapprove all aspects of forms, reports, and other documents associated with the Parking Citation Program.

8. Contractor shall be able to assume complete responsibility for the Parking Citation Management System no later than thirty (30) days after contract effective date of agreement.
9. Proposal shall be considered all-inclusive and shall contain, but shall not be limited to, the cost of parking citation processing, equipment (hardware and software), maintenance and repairs, training, reports, courier services, and all other costs required to provide citation-processing services in accordance with specifications. Cost of all non-billable services should be built into the proposal format, and included in the cost of billable services.
10. The unit price for any or all of the items listed in this RFP are to be all inclusive per attachment "A".
11. Contractor is responsible for all data entry, including but not limited to, handwritten citations, and payments made at city facilities.

D. PROPOSAL CONTENTS

- A. Proposers are to provide the following information with their proposals:
 1. Information with respect to the firm and any sub-consultants, including:
 - Name, address, and telephone number of the firm
 - Name of State licensing or registering individuals in charge of work
 - Name, title, and telephone number of contact person with direct and continued responsibility for the project
 - Year the firm was established
 - Resumes of the principals in the firm
- B. Discuss relevant projects for which your firm was primarily engaged for the purpose of municipal parking citation processing.
- C. Provide at least three references for projects served by vendor within the past two years similar to the one discussed herein. List the City representatives for each reference. Reference contact information must be included and current.
- D. Samples of all letters or forms reflecting the format that will be used to contact accounts.
- E. A brief description of internal computer security.

- F. A statement regarding the company's ability to meet the required time frame must accompany bid.
- G. The proposal should include a statement of whether your company is currently involved in any pending litigation.
- H. The Contractor shall disclose in detail, specific areas of the RFP which are unable to be met.
- I. Describe briefly how your firm would plan to work with the City of Garden Grove and associated agencies regarding the specific project areas, including implementation plan.
- J. Describe the proposed companies special collection efforts and success rates.

V. SUBMISSION OF PROPOSAL

This solicitation does not commit the City of Garden Grove to pay any costs incurred in the preparation and submission of proposals nor to procure or contract for services.

"ATTACHMENT C"
PROPOSAL PRICING
BEST AND FINAL OFFER

PROPOSAL

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications for:
PARKING CITATIONS SYSTEMS MANAGEMENT PER SPECIFICATIONS, HEREBY
PROPOSE to furnish all labor, materials, equipment and transportation, and do all the
work required to complete work in accordance with the Plans and Specifications for
the sum price of:

NOTE: THIS FORM MUST BE SUBMITTED WITH PROPOSAL

All specifications are to be inclusive within the pricing below:

PUBLIC WORKS DEPARTMENT – (APPROX 25,000 AUTOMATED/YEAR)

**POLICE DEPARTMENT AND CODE ENFORCEMENT – (APPROX 1,500 AUTOMATED,
3,000 HANDWRITTEN/YEAR)**

Cites Issued (Automated)	\$ <u>0.55</u>	/cite includes citations & envelopes
Cites Issued (Handwritten)	\$ <u>0.65</u>	/cite
Notice of Intent mailed	\$ <u>0.18</u>	/ notice plus postage
Additional Collection Letters(optional)	\$ <u>30%</u>	/ of amount collected
Out of State Processing*	\$ <u>30%</u>	/ of amount collected
Conversion (one time charge)	\$ <u>0.00</u>	No conversion required
Hardware and maintenance fee	\$ <u>90.00</u>	/per device per month (\$540 for 6 units)
FTB collection hold	\$ <u>2.50</u>	/account + 15% of amount collected
AB 503 Payment Plan Processing	\$ <u>5.00</u>	/Approved Plan

*Charges for Out of State processing should only include the cost of collecting fines that have not been paid within thirty (30) days of the date of issuance and/or Out of State processing notice expired timeline.

Adjudication Service

Review Notice	\$ <u>1.08</u>	per notice plus postage
Hearing Schedule Notice	\$ <u>1.08</u>	per notice plus postage
Hearing Officer	\$ <u>30.00</u>	per hearing
	\$ <u>200.00</u>	minimum/hearing

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (d) The undersigned is licensed in accordance with the Laws of the State of California.
- (e) All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name and mailing address of the individual making the proposal must be provided.

CONTINUED NEXT PAGE

Check below where appropriate:

Partnership: That _____ are partners, doing business
under the firm name of _____ and that the co-
partnership makes the accompanying proposal.

Corporation: That Roberta Rosen of Turbo Data Systems, Inc. make
the accompanying proposal.

Individual: That _____ is the bidder and makes the
accompanying proposal.

Turbo Data Systems, Inc.

COMPANY NAME

18302 Irvine Blvd. #200

ADDRESS

Tustin, CA 92780

CITY - STATE - ZIP CODE

714-573-5757

TELEPHONE

CALIF CONTRACTORS LICENSE NUMBER

BIDDER'S NAME (PLEASE PRINT)


AUTHORIZED SIGNATURE /

8/7/2019
DATE

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Award of contracts to Cannon Corporation, and Bruce Hall Land Surveyor, Inc., for land surveying and related services on an as-needed basis. (Cost: \$500,000) (*Action Item*) Date: 9/24/2019

OBJECTIVE

To request City Council approval of two contracts to 1) Cannon Corporation; and 2) Bruce Hall Land Surveyor, Inc., land survey consultants, to provide land surveying and related services on an as-needed basis.

BACKGROUND

The City of Garden Grove has various divisions requiring survey services; Streets & Storms Drains, Water, Sanitary District, Real Property, and occasionally Community Development. Historically, the primary demand comes from the capital projects that need design and construction staking surveys. However, there is also a need for reviewing tract and parcel maps, right-of-way acquisition maps and preparing legal descriptions.

DISCUSSION

Four requests for proposals were sent to survey firms for on-call survey services, and four proposals were received and rated by a panel consisting of four staff members. The proposals were evaluated on the basis of qualifications, work plan and references. Based on the evaluation results, Cannon Corporation and Bruce Hall Land Surveyor, Inc. were rated the highest. The following is a summary of the rating.

	Cannon	Bruce Hall	CL Survey	Truxaw
RATER A	181.50	179.50	168.00	168.00
RATER B	172.50	171.50	171.00	167.00
RATER C	191.00	197.00	183.25	189.00
RATER D	170.50	163.00	164.50	162.50
TOTALS	715.50	711.00	686.75	686.50

FINANCIAL IMPACT

There is no financial impact to the General Fund. The services will be funded by the various projects requiring survey services. Each agreement will be established for a three (3) year period in the amount of \$250,000, for a total not-to-exceed amount of \$500,000, for three years for both contracts.

RECOMMENDATION

It is recommended that the City Council:

- Award contracts for on-call land surveying services to: 1) Cannon Corporation and 2) Bruce Hall Land Surveyor, Inc., in the amount of \$250,000 per contract for a term of three years; and
- Authorize the City Manager to execute the contracts, and make minor modifications as needed, on behalf of the City.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Cannon Rate Sheet	9/10/2019	Backup Material	Penco_Rate_Schedule.pdf
Bruce Hall Agreement	9/10/2019	Agreement	Consultant_Agreement_Bruce.pdf
Bruce Hall Rate Sheet	9/10/2019	Backup Material	Bruce_Hall_Rate_Schedule.pdf
Cannon Agreement	9/11/2019	Agreement	Consultant_Agreement_Cannon.pdf



2019 Fee Schedule

Bill Rate Ranges

Subject to change.

Accounting Specialist	\$ 45 - \$ 65
Business Services Administrator I - III	\$ 60 - \$ 70
Business Services Coordinator I - II	\$ 50 - \$ 55
Assistant Resident Engineer	\$ 130 - \$ 145
Associate Construction Engineer	\$ 110 - \$ 120
Associate Engineer	\$ 140 - \$ 175
Associate Landscape Architect	\$ 135 - \$ 145
Associate Land Surveyor	\$ 165 - \$ 180
Associate Planner	\$ 140 - \$ 150
Automation Analyst	\$ 100 - \$ 110
Automation Design/Project Engineer	\$ 110 - \$ 130
Automation Specialist	\$ 135 - \$ 145
Automation Technician	\$ 95 - \$ 105
CAD Tech	\$ 85 - \$ 95
CAD Manager	\$ 100 - \$ 110
Chief Planner	\$ 155 - \$ 175
Chief Surveyor	\$ 175 - \$ 195
Clerical Assistant I - II	\$ 50 - \$ 65
Construction Inspector I - III	\$ 105 - \$ 125
Construction Manager	\$ 135 - \$ 165
Controller	\$ 70 - \$ 110
Design Engineer	\$ 110 - \$ 130
Electrical Design Engineer	\$ 120 - \$ 130
Engineer Tech	\$ 90 - \$ 100
Engineering Assistant I - II	\$ 70 - \$ 90
Engineering Manager	\$ 210 - \$ 220
GIS Specialist	\$ 140 - \$ 150
GIS Tech	\$ 115 - \$ 125
Grant Funding Manager	\$ 125 - \$ 140
I&E Construction Coordinator I - II	\$ 90 - \$ 110
I&E Services Coordinator	\$ 80 - \$ 90
Information Systems Admin/Manager	\$ 70 - \$ 115
Land Surveyor I - V	\$ 145 - \$ 185
Landscape Architect	\$ 105 - \$ 115
Landscape Architect CADD Tech I - II	\$ 55 - \$ 65
Landscape Designer I - II	\$ 70 - \$ 115
Lead Automation Analyst	\$ 116 - \$ 126
Lead Automation Specialist	\$ 147 - \$ 157
Lead Automation Technician	\$ 105 - \$ 115
Lead Designer	\$ 100 - \$ 118
Marketing Manager / Director	\$ 120 - \$ 140
Office Engineer / Construction I - III	\$ 95 - \$ 130
Plan Check Engineer I - III	\$ 115 - \$ 160
Planner I - IV	\$ 80 - \$ 115
Planning Assistant I - II	\$ 55 - \$ 70
Principal Construction Engineer	\$ 185 - \$ 195
Principal Designer	\$ 105 - \$ 129
Principal Engineer	\$ 160 - \$ 195
Programmer I - II	\$ 140 - \$ 165

Project Coordinator I - IV	\$ 85 - \$ 115
Project Designer I - IV	\$ 80 - \$ 120
Project Engineer	\$ 120 - \$ 145
Project Manager / Sr. Principal	\$ 195 - \$ 220
Resident Engineer	\$ 155 - \$ 165
Sr. Associate Engineer	\$ 150 - \$ 175
Sr. Automation Analyst	\$ 126 - \$ 136
Sr. Automation Specialist	\$ 163 - \$ 170
Sr. Automation Technician	\$ 126 - \$ 136
Sr. CAD Tech	\$ 90 - \$ 110
Sr. Construction Engineer	\$ 175 - \$ 195
Sr. Construction Manager	\$ 175 - \$ 200
Sr. Consultant / Principal-in-Charge	\$ 185 - \$ 250
Sr. Land Surveyor	\$ 160 - \$ 185
Sr. Landscape Architect	\$ 153 - \$ 163
Sr. Planner	\$ 153 - \$ 163
Sr. Principal Designer	\$ 110 - \$ 145
Sr. Principal Engineer	\$ 175 - \$ 230
Sr. Project Designer	\$ 105 - \$ 130
Sr. Project Engineer	\$ 130 - \$ 150
Sr. Project Manager	\$ 190 - \$ 210
Sr. Resident Engineer	\$ 165 - \$ 175
Structures Representative	\$ 145 - \$ 165
Survey Engineering Assistant I - II	\$ 90 - \$ 100
Survey Manager	\$ 185 - \$ 220
Survey Technician I - VI	\$ 95 - \$ 155
Technician	\$ 115 - \$ 125
Technical Writer I - III	\$ 80 - \$ 120
3D HDS Data Modeling I - III	\$ 100 - \$ 120

Survey Crew Rates - Regular

One-Man Field	\$ 160 - \$ 185
Two-Man Field	\$ 230 - \$ 285
Three-Man Field	\$ 295 - \$ 330
One-Man - HDS	\$ 200 - \$ 220
Two-Man - HDS	\$ 265 - \$ 285
Three-Man - HDS	\$ 355 - \$ 375

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 190 - \$ 220
Two-Man Field	\$ 305 - \$ 325
Three-Man Field	\$ 395 - \$ 425

Electrical - Prevailing Wage

Electrician	\$ 110 - \$ 165
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CM - Prevailing Wage

BCI Construction Inspector	\$ 125 - \$ 135
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit.

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays and 2.0 for weekends and holidays.



CONSULTANT AGREEMENT

Bruce Hall Land Surveyor, Inc.

THIS AGREEMENT is made this **24th** day of **September** 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Bruce Hall Land Surveyor, Inc.**, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated **September 24, 2019**.
2. CITY desires to utilize the services of CONSULTANT to provide **on-call surveying services**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this agreement until (3) three years thereafter unless otherwise terminated.
2. **Services to be Provided:** The services to be preformed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
 - 3.2 **Not to Exceed.** The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed **\$250,000.00**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this

Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project 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 CONSULTANT 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. All contractors and subcontractors shall be responsible to provide the same insurance as required of CONSULTANT. CONSULTANT shall be responsible to collect and maintain all insurance from all contractors and subcontractors and shall provide insurance CITY upon request.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); 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;

- (b) Automobile liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) 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.
- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM 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 by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT 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, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Bruce Hall Land Surveyor, Inc.
5732 Middlecoff Dr.
Huntington Beach, CA 92649

(b) Address of CITY is as follows (with a copy to):

Engineering:
Mark Uphus, P.E.
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT 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 CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT 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 CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **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.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, 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 CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors,

or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the 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 CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

Dated: _____, 2019

By: _____
City Manager

ATTEST

"CONSULTANT"
Bruce Hall Land Surveyor, Inc.

City Clerk

By: B. Hall
Title: PRESIDENT

Dated: _____, 2019

Dated: 9/8 _____, 2019

APPROVED AS TO FORM:



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

Garden Grove City Attorney

Dated: _____, 2019

BRUCE HALL LAND SURVEYOR, INC.

EXHIBIT "B"

**RATE SCHEDULE
AS OF 7-01-19**

FIELD SURVEY CREW (ONE PERSON)	\$ 184./HR
FIELD SURVEY CREW (TWO PERSON)	\$264./HR
PRINCIPAL'S TIME (other than field crew)	\$ 144./HR
OFFICE TIME	\$ 144./HR

CHARGES ARE COMPUTED PORTAL TO PORTAL.

ALL CONTRACT WORK PAYABLE WITHIN 45 DAYS OF BILLING.

**ALL MONEY DUE FOR EXTRA WORK WILL BE PAYABLE WITHIN 45 DAYS
OF DATE OF WORK ORDER/EXTRA TICKET.**

**IF COLLECTION BECOMES NECESSARY, ALL COLLECTION COSTS,
BUT NOT LIMITED TO ATTORNEY'S FEES AND TIME SPENT BY THIS FIRM,
WILL BE PAYABLE.**

**5732 Middlecoff Drive, Huntington Beach, California 92649. 714 840 4380 phone/fax
714 310 3763 cell
bhall@mysecuremail.org**

CONSULTANT AGREEMENT

Cannon Corporation

THIS AGREEMENT is made this **24th** day of **September** 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Cannon Corporation**, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated **September 24, 2019**.
2. CITY desires to utilize the services of CONSULTANT to provide **on-call surveying services**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this agreement until (3) three years thereafter unless otherwise terminated.
2. **Services to be Provided:** The services to be preformed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
 - 3.2 **Not to Exceed.** The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed **\$250,000.00**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this

Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
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4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT 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. All contractors and subcontractors shall be responsible to provide the same insurance as required of CONSULTANT. CONSULTANT shall be responsible to collect and maintain all insurance from all contractors and subcontractors and shall provide insurance CITY upon request.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); 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;

- (b) Automobile liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) 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.
- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM 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 by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Cannon Corporation
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

(b) Address of CITY is as follows (with a copy to):

Engineering:
Mark Uphus, P.E.
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT 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 CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT 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 CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **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.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, 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 CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors,

or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the 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 CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

Dated: _____, 2019

By: _____
City Manager

ATTEST

"CONSULTANT"
Cannon Corporation

City Clerk

By: _____
Title: _____

Dated: _____, 2019

Dated: _____, 2019

APPROVED AS TO FORM:

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

Garden Grove City Attorney

Dated: _____, 2019

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	Assistant City Manager
Subject:	Discussion regarding a proposed Resolution expressing opposition to the Department of Homeland Security's "public charge" rule change as applied to legal permanent resident applications, as requested by Council Member K. Nguyen.	Date:	9/24/2019

Council Member Kim Nguyen is requesting that the City Council consider listing the attached proposed resolution in opposition to the Department of Homeland Security's "public charge" rule change as applied to legal permanent resident applications.

ATTACHMENTS:

Description	Upload Date	Type	File Name
GG Draft Resolution Opposing Public Charge Rule Change	9/19/2019	Resolution	GG_Draft_Resolution_Opposing_Public_Charge_Rule_Change.2019.pdf

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDEN GROVE OPPOSING THE DEPARTMENT OF HOMELAND
SECURITY'S PUBLIC CHARGE RULE CHANGE AS APPLIED
TO LEGAL PERMANENT RESIDENCY APPLICATIONS

WHEREAS, on August 14, 2019, the U.S. Department of Homeland Security (DHS) published a change to the "public charge" rule, proposing that when considering an immigrant's application for legal permanent residency, DHS may consider an applicant's use, or likely use at any time in the future, of anti-poverty safety net programs that improve access to health care, nutrition, and housing security, as a factor for denying legal status to an immigrant; and

WHEREAS, U.S. Citizenship and Immigration Services currently only evaluates whether potential immigrants are likely to be a "public charge" when considering green card applications. Current policy evaluates only two types of public benefits in a public charge determination: cash assistance for income maintenance and institutionalization for long-term care at government expense; and

WHEREAS, under the proposed rule change, benefits that could be considered in a public charge determination would include medical assistance, food stamps (SNAP), federally subsidized public housing or housing vouchers, and Medicare Part D subsidies; and

WHEREAS, the Center on Budget and Policy Priorities estimates that, under the proposed public charge test, more than 100 million people - about one-third of the total U.S. population - would fail the public-charge determination if they were required to take it today; and

WHEREAS, the proposed rule change in the process of consideration for visa or legal permanent residency status would severely discriminate against those with disabilities or chronic health conditions, impacting entire families based on the medical needs of a single family member; and

WHEREAS, the DHS recognizes the significant negative economic impact threatened by its proposed rule, explicitly stating that it "may have downstream and upstream impacts on state and local economies, large and small businesses, and individuals," and describing the risk to a wide range of economic activity from healthcare providers and pharmacies, manufacturers, landlords, grocery retailers, and agricultural producers; and

WHEREAS, the City of Garden Grove has been enriched and strengthened by the contributions of immigrants and our history is one of welcoming those seeking the opportunity for a better life and we continue to draw strength from that diversity, which includes one of the highest populations of Vietnamese Americans in the United States; and

WHEREAS, the City of Garden Grove is the fifth largest city in Orange County and the thirtieth largest city in California and has a population of over 175,000 people, of which approximately forty-four percent of all Garden Grove residents are immigrants, with their children also making up a sizable percentage of the population; and

WHEREAS, fostering a welcoming environment and treating all individuals with compassion and respect, regardless of race, ethnicity, place of origin, or citizenship status enhances Garden Grove's cultural fabric, economic growth, global competitiveness and overall prosperity for current and future generations; and

WHEREAS, in January 2017, the City of Garden Grove passed a Resolution that promotes community harmony and safety that is committed to sustaining a community where all of our residents feel welcome, safe and able to fully participate in, and contribute to our city's civic, economic and social life; and

WHEREAS, the City of Garden Grove continues to be committed to the principles of harmony, safety and compassion, and as part of this initiative will continue to provide important information and resources to our immigrant communities; and

WHEREAS, as a compassionate city Garden Grove must continue to stand against national policies and rules that target the health and safety of our immigrant neighbors and communities, regardless of status.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Garden Grove opposes the Department of Homeland Security's proposed public charge rule change as applied to legal permanent residency applications because of the negative impact the proposed rule would have on our immigrant communities' access to vital services and cost-saving initiatives that keep families healthy and on the path towards economic self-sufficiency and success.