	AGENDA	Steven R. Jones
	Garden Grove City	Mayor Stephanie Klopfenstein
	Council	Mayor Pro Tem - District 5
		George S. Brietigam
	Tuesday, November 12,	Council Member - District 1
	2019	John R. O'Neill
		Council Member - District 2
C	6:30 PM	Thu-Ha Nguyen
GARDEN GROVE		Council Member - District 3
	Community Meeting	Patrick Phat Bui
	Center 11300 Stanford	Council Member - District 4
	Avenue Garden Grove	Kim B. Nguyen
	California 92840	Council Member - District 6
	Avenue Garden Grove	Kim B. Nguyen

<u>Meeting Assistance</u>: 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.

<u>Agenda Item Descriptions</u>: 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.

<u>Manner of Addressing the City Council</u>: 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.

<u>Time Limitation</u>: 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. <u>ORAL COMMUNICATIONS (to be held simultaneously with other</u> legislative bodies)
- 2. WRITTEN COMMUNICATIONS
  - 2.a. Consideration of a written request from the TTCS and VAFSC to organize a Tet Parade in Garden Grove on January 26, 2020. (*Action Item*)
  - 2.b. Consideration of a written request to waive fees for the use of Atlantis Play Center for the OC Autism Christmas event on Saturday, December 14, 2019. (Cost: \$874) (*Action Item*)

#### <u>RECESS</u>

#### CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

#### <u>RECONVENE</u>

3. <u>CONSENT ITEMS</u>

(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 declaring the week of November 10 through 17, 2019, as Nurse Practitioner Week in Garden Grove. (*Action Item*)
- 3.b. Adoption of a Resolution approving the expansion of the Orange County Recycling Market Development Zone to include additional cities. (*Action Item*)
- 3.c. Approval to extend the Lease Agreement with the Credit Union of Southern California for office space located at 11390 Stanford Avenue, Garden Grove. (Amount: \$5,390.20 per

month.) (Action Item)

- 3.d. Approval to exonerate the improvement bonds for Parcel Map No. PM 2017-187 for the property located at 7901 Garden Grove Boulevard, Garden Grove. (*Action Item*)
- 3.e. Acceptance of Project No. 7359 West Haven Reservoirs Rehabilitation Project as complete. (*Action Item*)
- 3.f. Authorize the issuance of a purchase order to John Deere and Co. for the purchase of one (1) new commercial riding mower for the Public Works Department. (Cost: \$28,780.79) (Continued from the October 22, 2019, meeting.) (*Action Item*)
- 3.g. Receive and file minutes from the meeting held on October 22, 2019. (*Action Item*)
- 3.h. Receive and file warrants. (*Action Item*)
- 3.i. Approval to waive full reading of ordinances listed. (Action Item)

### 4. <u>PUBLIC HEARINGS</u>

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

4.a. Conduct a public hearing and second reading of Ordinance No. 2910

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING TITLE 18 OF THE GARDEN GROVE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING PRIMARY CODES WITH CERTAIN AMENDMENTS, DELETIONS, AND ADDITIONS THERETO: CALIFORNIA BUILDING CODE, 2019 EDITION; CALIFORNIA **RESIDENTIAL CODE, 2019 EDITION; CALIFORNIA** ELECTRICAL CODE, 2019 EDITION; CALIFORNIA MECHANICAL CODE, 2019 EDITION; CALIFORNIA PLUMBING CODE, 2019 EDITION; CALIFORNIA ENERGY CODE, 2019 EDITION; CALIFORNIA HISTORICAL BUILDING CODE, 2019 EDITION; CALIFORNIA FIRE CODE, 2019 EDITION; CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION; CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION; CALIFORNIA REFERENCED STANDARDS CODE, 2019 EDITION; AND CERTAIN SECONDARY CODES INCLUDING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL. (Action Item)

# 5. <u>COMMISSION/COMMITTEE MATTERS</u>

5.a. Appointment to fill a vacancy on the Traffic Commission. (Action

Item)

# 6. ITEMS FOR CONSIDERATION

- 6.a. Award a contract to Los Angeles Engineering, Inc. for the construction of Project No. 7281, Bicycle and Pedestrian Trail on the Orange County Transportation Authority (OCTA) Right-of-Way from Stanford Avenue to Brookhurst Street. (Cost: \$1,904,198) (Action Item)
- 6.b. Introduction and first reading of an Ordinance amending Animal Control and various Fire Department related provisions, including Fireworks Regulations

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING VARIOUS PROVISIONS OF THE MUNICIPAL CODE PERTAINING TO ANIMAL CONTROL AND SERVICES FORMERLY PERFORMED BY THE FIRE DEPARTMENT THAT ARE BEING TRANSFERRED TO OTHER DEPARTMENTS AND TO THE ORANGE COUNTY FIRE AUTHORITY, INCLUDING REVISIONS TO FIREWORKS REGULATIONS. (Action Item)

- 7. <u>MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY</u> <u>MANAGER</u>
  - 7.a. Discussion on the potential for a Community Workforce Agreement as requested by the City Council. (*Action Item*)
  - 7.b. Discussion on establishing a two-person civilian parking enforcement unit, as requested by Council Member Brietigam.
- 8. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, November 26, 2019, at 5:30 p.m., in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

### Happy Birthday Council Member O'Neill

# **City of Garden Grove**

#### **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	John Montanchez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a written request from the TTCS and VAFSC to organize a Tet Parade in Garden Grove on January 26, 2020. ( <i>Action</i> <i>Item</i> )	Date:	11/12/2019

#### <u>OBJECTIVE</u>

To transmit a written request from the Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai (TTCS) and the Vietnamese American Federation of Southern California (VAFSC) requesting approval to host a 2020 Tet Parade with three possible routes in Garden Grove to be considered for the parade on Sunday, January 26, 2020.

#### BACKGROUND

The TTCS is a local 501(C)3 organization in good standing with the Secretary of State Office and Internal Revenue Service. In their written request, the organization stated that in past years their group has been part of the coordination of the Tet Parade in the City of Westminster.

#### DISCUSSION

Staff would like to request City Council direction on how to proceed with the proposed Parade event by the TTCS and VAFSC. This request would require staff hours to be dedicated to gathering additional information on the proposed activities, determining the costs for staff and resources to support the proposed parade, and drafting a formal agreement between the City and organization to be approved by City Council at a future meeting.

Additionally, the request to hold the Parade would require various street closures in order to ensure the public's safety. The options provided would require business approvals and a set of approved traffic plans.

Lastly, the request to have two skydivers land at any of the proposed sites would need to be considered and approved by the Federal Aviation Administration, the Garden Grove Unified School District and City Council.

### FINANCIAL IMPACT

The financial impact has not been determined at this time. The organization has proposed reimbursing the City for all costs incurred to provide support for the Parade.

#### **RECOMMENDATION**

It is recommended that the City Council:

• Review the request from the TTCS and VAFSC and provide staff with direction on how to proceed.

By: Janet Pelayo, Manager

#### ATTACHMENTS:

Description	Upload Date	Туре	File Name
Proposal for Tet Parade 2020	11/7/2019	Executive Summary	Tet_Parade_Proposal_for_GG-2020.pdf
Letter of Determination Page 1	11/7/2019	Letter	501c3- Letter_of_Determination_Page_1_of_2.jpg
Letter of Determination Page 2	11/7/2019	Letter	501c3- Letter_of_Determination_Page_2_of_2.jpg



LITTLE SAIGON TÉT PARADE COMMITTEE TAP THE CHIEN SI VIET-NAM CONG-HOA HAI NGOAI (Assembly of Republic of Vietnam Veteran Associations Oversea) VIETNAMESE AMERICAN FEDERATION OF SOUTHERN CALIFORNIA

# EXECUTIVE SUMMARY:

Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai (Assembly of the Republic of Vietnam Veteran Association Oversea, here-after abbreviated as *Tap The Chien Si* or TTCS), Vietnamese American Federation of Southern California (here-after abbreviated as VAFSC) and and a dozen supporting associations (please see appendix A) would like to submit this proposal to the City of Garden Grove to organize a Tét Parade in Garden Grove on the 2<sup>nd</sup> Lunar New Year day which will be Sunday January 26<sup>th</sup>, 2020 from 9am to 12pm. The possible route choices are proposed to allow flexibility for the city staffs and organizing committee. The main organization for the City application will be by Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai, a 501.c3 non-profit organization registered with the State of California and the IRS.

In December 2012, after seeing the Tết Parade had been abandoned for a few years, the Vietnamese American Federation of Southern California organized a Tết Parade Committee proposed and after received a permit, within a month and a half, put together a coalition including *Tap The Chien Si* and some dozen associations to successfully organize the Tết Parade 2013. In less than two months, the committee raised \$120,000 dollars and prepaid the City of Westminster the estimated cost of \$70,000 for the City's cost. That very first Tết Parade drew more than 15,000 participants and laid the foundation for the following 6 more parades from 2014 through 2019, each draw even more participants and richer cultural programs.

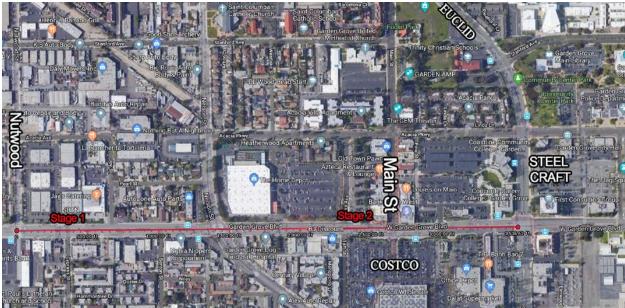
This year, despite being the first to submit the application, Westminster City approved the permit for a newly formed group under the presumed name (Little Saigon – Westminster Tet Parade, who as of November 5<sup>th</sup>, has not even registered with the State nor the County), let alone be a non-profit organization. The co-organizer of this group is "Vietnamese American in Southern California" that was founded in 2018 by Khoi Vo, a registered sex offender involving minors.

Fact is Tet Parade does not belong to a City but rather a Cultural Event of the Vietnamese Community. In similar analogy, in 2011, 2012, the City of Garden Grove granted permits to the Vietnamese American Community of Southern California to organized Tet Festival in the Garden Grove Park, even though there were already a Tet Festival in OC Park, Costa Mesa during the same weekend. Tet Festival and Tet Parade are cultural event and does not reside with a City. Likewise, there are three Autumn Festivals each year in Garden Grove Park, Asian Mall, and Mile Square Park.

For the above reasons, during the town hall meeting with 49 members from various organizations from Los Angeles to San Diego, community leaders had unanimously voted to ask VAFSC and the TTCS moving the parade to the City of Garden Grove.

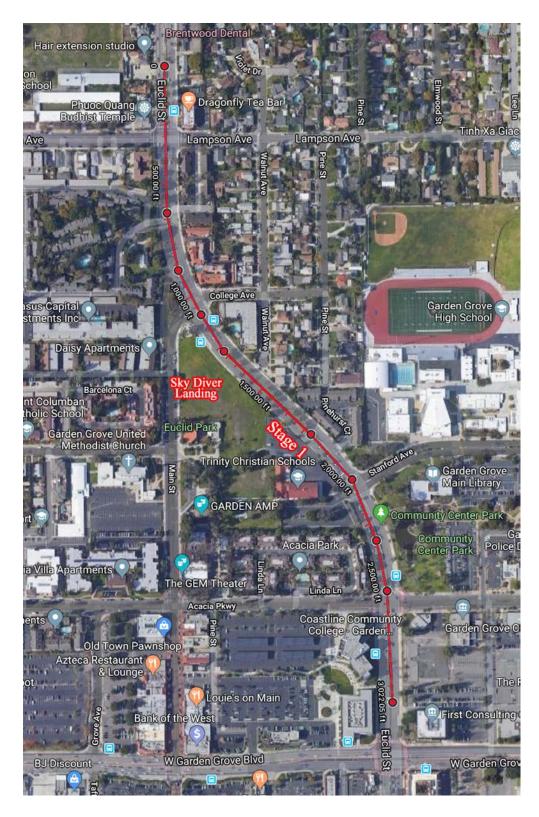
# LITTLE SAIGON TÉT PARADE:

- Event Time: 9am 12pm Sunday January 26<sup>th</sup>, 2020, (the 2<sup>nd</sup> day of Lunar Year of the Rat)
- 2. Parade Route:
  - a. **Option 1**: Garden Grove Blvd from Nutwood to Main Street or to Euclid Street Steel Craft Site. Length 3,500 ft 4.



b. **Option 2**: Westminster Avenue, Garden Grove – From East of Brookhurst to Taft Street.





c. Option 3: Euclid Street from Chapman to Garden Grove Blvd

- 3. **Special Opening Ceremony**: We plan to have two sky-divers with large USA and South Vietnamese flags diving.
- 4. **Cost to the Public**: The event is FREE to the public to watch on both side of the street and also be free for those who want to enter the Festival area. Paradee will pay a small fee for each group of up to 75 people.
- 5. **Budget**: \$150,000 to be funded by businesses and individuals the majority are in Orange County.
- 6. Estimated Number of Participants: With much large parking availability of so much more shopping centers at Wetminster/Brookhurst shopping centers, and .at Westminster/Magnolia, comparing to the Bolsa Avenue stretch between Magnolia and Bushard, plus ease of asset to local street parkings even during street closure as both Magnolia, Bushard, and Brookhurst remain opened, we expect a bigger crowd will line up along both side of Westminster Avenue and in the Garden Grove Park to celebrate the new year and watch the parade.
  - a. **Paradees**: 5,000 people in the parade, 100 groups, 12 floats, 5-10 marching bands,.
  - b. Local Viewers: 10,000 15,000
  - c. **Worldwide Viewers**: 20 million people via local TV channels, Facebook and YouTube live streams.

# 7. Benefits to Garden Grove City:

- Merchants especially restaurants and tea/coffee house will see boosted revenue as dozen thousands of potential customers lining the parade route in past parade have driven up sale revenue.
- The Parade will boot Garden Grove brand ID as tens of millions world wide will view the parade on-line and local/network TVs. Twenty million viewers worldwide can be a huge potential for tourism growth to city of Garden Grove.

# Contact:

- Richard Bui– Vice Chair of the Tet Parade Committee
   Trung Tam Truong Trung Tam Tay Nam, Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai
   Director, Southwestern States Center, Assembly of Republic of Vietnam Veteran Associations
   Oversea: a Non Profit 501.C3 with principle office at 13127 Brookhurst Street, Garden Grove.
   phone: 951-733-8844
   Email: <u>richardjrbui@aol.com</u>
- Ken Do Programming Chair, Tet Parade Committee
   Vietnamese American Federation of Southern California a non profit association with principle
   office at 13127 Brookhurst Street, Garden Grove.
   Phone: 714-777-5777
   Email:'kendo.dtk@gmail.com

# 2019 Tet Parade Committee Teams

# **TÊT PARADE COMMITTEE**

# **Organizing Members**

Vietnamese American Federation of Southern California Assembly of Republic of Vietnam Veteran Associations Oversea, Coalition of Vietnamese Veteran Association, Liên Trường Võ Bị Đà Lạt, Võ Quan Thủ Đức, Đồng Đế Nha Trang Little Saigon Foundation, Trần Hung Đạo Foundation, Hôi Đền Hùng, Tổng Hội Sinh Viên UVSA, Trung Tâm Văn Hoá Hông Bàng, HAHCHS Trưng Vương, HAHCHS Gia Long, HAHCHS Lê Văn Duyệt

#### Executive Team

#### Phat Bui, *Chairman*: 714-713-4079 Tri Nguyen, *General Secretary*: 714-782-8853 **Richard Dep Bui** - Vice Chair, Long Nguyen - Vice Chair

Legal Counsel Do Phu

Advisory Committee Phan Kỳ Nhơn, Nguyễn Văn Ức, Nguyễn Trọng Thu, Lê Văn Sáu,

Treasurer Lý Thanh Nhàn, Hoa, Nguyễn Ngọc Diep

Finance Committee Nguyễn Hồng Sâm, Chair Roxanne Chow, Võ Ford Alan, Mai Ly, Quynh Hoa, Tăng Ngoc Lan, Lê Hạnh, Xuân Mai, Cẩm Hồng, Nguyên Kim Ngân

> Programming Committee Đỗ Tân Khoa *Chair* Richard Bùi Đẹp, Nguyễn Van Chuyên,

Admin Committee Nguyễn Minh Trì, Nguyễn Minh Tú,

> Public Relation Committee Tạ Trung, Roxanne Chow

Parade Progression Committee Coalition of Vietnamese Veteran Association Assembly of RVN Veteran Associations Oversea, Southwest Center

Vietnamese Student Association, Centential High School

Press Committee Lê Quang Dật, Lưu Phát, Như Hảo, Thanh Vân

Ceremonial Committee Phan Như Hữu, Lê Văn Sáu

Security Committee Nguyễn Văn Hùng, Chair Lâm Quan Thạnh, Lê Đức Anh, Hoàng Tấn Kỳ, Nguyễn Doãn Hưng

Float Committee HQ 10: Trương Văn Song, Nguyễn Ngọc Bạch Võ Phát, Cao Hữu Vinh, Nhan Hữu Mai

Logistics & Technical Comimittee Đinh Quang Truật, Phó Thịnh Trương, Andrew Trần, Nguyễn Long, Phan Như Hưu, Lê Địch Hữu,

Video and PhotoGraphy Vương Huê, Đỗ Lộc

#### Website

Đỗ Lộc, Đouglas Trương, Mai Khanh Công Huyền Westminster Highschool Students INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

14.7

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# Date: NOV 2 7 2015

TAP THE CHIEN SI VIET-NAM CONG-HOA HAI NGOAI 2021 SEMINOLE TUSTIN, CA 92782-8383

# DEPARTMENT OF THE TREASURY

Employer Identification Number: 35-2443596 DLN: 17053271322005 Contact Person: SARA S REPENNING ID# 31797 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990/990-EZ/990-N Required: Yes Effective Date of Exemption: May 15, 2015 Contribution Deductibility: Yes Addendum Applies: NO

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055. 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies. the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities Page N260261 "4221-PC" in the search bar

TAP THE CHIEN SI VIET-NAM CONG-HOA

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities. which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely.

Jul 1

Jeffrey I. Cooper Director, Exempt Organizations Rulings and Agreements

Page 13 of 261

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# **City of Garden Grove**

#### **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	John Montanchez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a written request to waive fees for the use of Atlantis Play Center for the OC Autism Christmas event on Saturday, December 14, 2019. (Cost: \$874) ( <i>Action Item</i> )	Date:	11/12/2019

#### <u>OBJECTIVE</u>

To transmit a letter from the Orange County Autism (OCA) organization requesting approval to waive the non-resident/non-profit Exclusive Use Fee for their annual OCA Christmas event at the Atlantis Play Center.

#### BACKGROUND

The OCA is a Westminster based, tax exempt non-profit 501(c)(3), that provides assistance to children and adults with disabilities both locally and globally.

OC Autism's Breakfast with Santa invites 500 families with autism and special needs to enjoy a free event that includes food, pictures with Santa, toy give away and much more. A significant percentage of the attendees are Garden Grove families.

#### DISCUSSION

The OCA is requesting City Council approval for co-sponsorship of the annual Christmas event on December 14, 2019 at the Atlantis Play Center. The OCA's non-profit status is in good standing with the California Secretary of State Office and Internal Revenue Service.

#### FINANCIAL IMPACT

The cost to co-sponsor the 2019 OCA Christmas event for exclusive use of the Atlantis Play Center by a non-resident/non-profit group is \$920 for an eight (8) hour time slot, which includes the cost to staff the event. OCA has committed a total amount of \$46.00 (5% of rental fee) to contribute towards the total permit rental

fees. This brings the total amount OCA is requesting for the City to waive to \$874.

# RECOMMENDATION

It is recommended that the City Council:

• Consider the request to waive fees for the Orange County Autism for use of Atlantis Play Center for the OC Autism Christmas event on December 14, 2019.

By: Mark Freeman, Community Services Supervisor

Description	Upload Date	Туре	File Name
OCA Letter	11/6/2019	Letter	11-12- 19_OCA_2019_Letter_Written_Request.pdf



"Improving the lives of children with disabilities locally"

# Letter of Sponsorship-Event Venue

OC Autism Foundation 14501 Magnolia St, #104 Westminster , CA 92683 (714) 203-5213 Office contacts@ocautism.org www.ocautism.org

#### BOARD OF DIRECTORS

Julie Chau Diep Executive Director

> Hannah Tran Secretary

> > Neil Hong Treasurer

#### ADVISORY BOARD

Chris Davidson

Lawrence Houser

Richard Isaac

Hue Pham

Quynh Kieu

Susanne Smith Roley

To Garden Grove City Council,

October 9, 2019

We will be celebrating the 10<sup>th</sup> Annual OC Autism Foundation: Breakfast with Santa on Saturday, December 14, 2019. We hope to continue the relationship with the City of Garden Grove and request for co-sponsorship of the event venue this year to ensure that our children with disabilities and their families will continue to be able to celebrate the holidays in a safe and welcoming environment.

We are requesting exclusive use of the Atlantis Play Center once again for our upcoming community event. We are expecting up to **3,000 attendees** throughout the day for the enjoyment of food, entertainment and holiday activities free of charge. We plan to distribute 1,000 toys and take family photos with Santa Claus. In addition, we will host a resource fair that serves as a great opportunity for parents to explore and gain access to services and local resources available.

OC Autism Foundation is a tax-exempt 501(c)(3) non-profit organization. Our mission is "improving the lives of children with disabilities locally." We offer free special education, advocacy, and services especially for low-income and minority families, parents and professionals.

We truly appreciate the Community Partnership with the **City of Garden Grove.** If you have any questions, please contact us directly at (714) 203-5213 office or email us at contacts@ocautism.org.

Best Regards,

Julie Chau Diep, MS, CCC-SLP Executive Director, OC Autism Foundation www.ocautism.org

# 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 declaring the week of November 10 through 17, 2019, as Nurse Practitioner Week in Garden Grove. ( <i>Action Item</i> )	Date:	11/12/2019

Attached is a Proclamation declaring the week of November 10 through 17, 2019, as Nurse Practitioners Week in Garden Grove, recommended for adoption.

ATTACHMENTS: Description	Upload Date	Туре	File Name
Proclamation	11/4/2019	Proclamation	11-12- 19_National_Nurse_Practitioner_Week_(1).pdf

#### Proclamation

#### National Nurse Practitioner Week

#### November 10-17, 2019

- WHEREAS, Nurse practitioners (NPs) are advanced practice registered nurses (APRNs) who have advanced clinical education and training, building upon their initial registered nurse preparation, and serve as trusted frontline providers of health care for patients in California; and
- WHEREAS, There are 234,000 licensed NPs in the United States providing primary, acute, and specialty care to patients of all ages and walks of life, and diagnose, treat, and prescribe medications and other treatments through a caring, patient-centered, holistic model of care; and
- WHEREAS, Five decades of research demonstrate the high quality of care provided by NPs, and citizens of our state and nation have great trust in the high-quality care NPs provide, resulting in over one billion patient visits annually to NPs across the country; and
- WHEREAS, Twenty-two states and the District of Columbia have implemented Full Practice Authority for NPs, granting patients full and direct access to the outstanding care offered by these health care providers; and
- WHEREAS, Leading governmental and policy entities including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association, and Federal Trade Commission have taken notice of the benefits of NPs Full Practice Authority and have endorsed such a regulatory model.

NOW, THEREFORE, the Garden Grove City Council does hereby proclaim the week of November 10 through November 17, 2019, as "National Nurse Practitioner Week" in the City of Garden Grove.

November 12, 2019

Steven R. Jones, Mayor

Stephanie Klopfenstein	George S. Brietigam	John R. O'Neill
Mayor Pro Tem, District 5 Council Member, District 1		Council Member, District 2
Thu-Ha Nguyen	Patrick Phat Bui	Kim B. Nguyen
Council Member, District 3	Council Member, District 4	Council Member, District 6

## City of Garden Grove

#### **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community & Economic Development Department
Subject:	Adoption of a Resolution approving the expansion of the Orange County Recycling Market Development Zone to include additional cities. ( <i>Action Item</i> )	Date:	11/12/2019

#### <u>OBJECTIVE</u>

The purpose of this report is to request the City Council adopt the attached resolution approving the expansion of the OC Recycling Market Development Zone ("RMDZ") to include the cities of Fullerton and Lake Forest.

#### BACKGROUND

In 2015, the City Council adopted Resolution No. 9320-15 designating the City of Garden Grove's participation in the RMDZ program. California Public Resources Code section 42010 established the statewide RMDZ program, which is administered by CalRecycle, a division of the California Environmental Protection Agency. This economic development program provides incentives to stimulate the development of post-consumer and secondary materials markets for recyclables. Businesses and manufacturers that use recycled or recyclable materials partner with one another to create new products out of materials that would have ordinarily been discarded.

#### DISCUSSION

The City of Huntington Beach, as lead agency, reached out to the participating cities to submit resolutions adding the cities of Fullerton and Lake Forest as OC RMDZ partners. If approved the proposed OC RMDZ will include the cities of Fullerton, Garden Grove, Huntington Beach, Lake Forest, Orange, Santa Ana, and Stanton. The zone designation can be expanded to include additional Orange County cities.

#### FINANCIAL IMPACT

As a participant in the program, there is no negative financial impact to the City. Information about the program will be made available via the City's website and businesses will be referred to the program. All incentives are provided by the State.

#### RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution supporting the expansion of the Recycling Market Development Zone pursuant to California Public Resources Code section 42010, and including the cities of Fullerton and Lake Forest; and
- Authorize the City Manager or his designee to forward the Resolution to the City of Huntington Beach.

#### ATTACHMENTS:

Description	Upload Date	Туре	File Name
CC Resolution	11/7/2019	Resolution	11-12- 19_cc_RMDZ_Reso_Including_Fullerton_and_Lake_Forest.pdf
Resolution 9320- 15	11/4/2019	Resolution	9320-15_Approving_RMDZ.pdf

#### GARDEN GROVE CITY COUNCIL

#### RESOLUTION NO.

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE SUPPORTING THE EXPANSION OF THE RECYCLING MARKET DEVELOPMENT ZONE (RMDZ) PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE SECTION 42010

WHEREAS, in 2015 the City of Garden Grove, as a Responsible Agency, approved the designation of the RMDZ and directed the City of Huntington Beach to submit an application to CalRecycle requesting designation of an RMDZ which includes the cities of Garden Grove, Huntington Beach, Orange, Stanton, Santa Ana, and Unincorporated Orange County; and

WHEREAS, the Cities of Fullerton and Lake Forest desire existing and new recycling based manufacturing businesses located within their jurisdictions to be eligible for the technical and financial incentives associated with the RMDZ program.

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

- 1. The above recitals are true and correct and hereby incorporated herein by reference.
- 2. The City of Garden Grove approves the expansion of RMDZ and directs City of Huntington Beach to submit an application to CalRecycle requesting expansion of OC RMDZ which will include the Cities of Fullerton, Garden Grove, Huntington Beach, Lake Forest, Orange, Santa Ana, Stanton and Unicorporated Orange County.
- 3. Approves receipt of any Recycling Market Development Zone related payments authorized by the Public Resources Code. The City Manager or his designee is hereby authorized to execute in the name of the City of Garden Grove all documents necessary to secure payment and implement the associated activities.
- 4. The City of Garden Grove will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.

#### GARDEN GROVE CITY COUNCIL

#### RESOLUTION NO. 9320-15

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE SUPPORTING THE DESIGNATION AS A RECYCLING MARKET DEVELOPMENT ZONE PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE SECTION 42010

WHEREAS, California Public Resources Code Section 42010 provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables;

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act;

WHEREAS, the development of local markets for recycled materials would reduce the need to transport them out of the region in the future;

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets;

WHEREAS, the designation of a zone comprised of the cities of Garden Grove, Huntington Beach, Orange, Stanton, Santa Ana, and Unincorporated Orange County, dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals;

WHEREAS, the designation as an RMDZ is necessary to facilitate local and regional planning, coordination, and support of existing and new recycling-based manufacturing businesses, as well as the attraction of private sector recycling investments to the RMDZ;

WHEREAS, RMDZ designation would make existing and new recycling-based manufacturing businesses located within the proposed zone eligible for the technical and financial incentives associated with the RMDZ program;

WHEREAS, local governing bodies may receive RMDZ program related benefits as authorized by Public Resources Code;

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies" (Government Code Section 65040.12(e)), and has directed the California Environmental Protection Agency to conduct its programs, policies, and

Garden Grove City Council Resolution No. 9320-15 Page 2

activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations, and low income populations of the State (Public Resources Code Section 71110(a));

WHEREAS, CalRecycle in its Strategic Plan, has adopted a goal to continuously integrate environmental justice concerns into all of the Department's programs and activities;

WHEREAS, the cities of Garden Grove, Huntington Beach, Orange, Stanton, Santa Ana, and Unincorporated Orange County have agreed to submit a joint application to CalRecycle requesting designation as a RMDZ;

WHEREAS, the City of Huntington Beach has agreed to act as Lead Agency for the proposed designation of the RMDZ;

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the City of Huntington Beach has determined that the RMDZ program is categorically exempt from CEQA;

WHEREAS, the City of Huntington Beach has prepared, or caused to be prepared, and adopted a Notice of Exemption indicating that the RMDZ project is exempt from CEQA;

WHEREAS, the Notice of Exemption reflects the City of Huntington Beach's independent judgment and analysis;

WHEREAS, the City of Garden Grove has considered the information in the Notice of Exemption and its supporting documents;

WHEREAS, the City of Garden Grove, on the basis of the entire record before it, finds that there is no substantial evidence that the requested designation as a RMDZ will have a significant effect on the environment; and

WHEREAS, the record of the proceedings on which the City of Garden Grove bases its decision to adopt the Notice of Exemption is available from the Lead Agency's custodian of records:

Joan L. Flynn City Clerk 2000 Main Street Huntington Beach, CA 92648 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove as follows:

- 1. The above recitals are true and correct and hereby incorporated herein by reference.
- 2. The City of Garden Grove adopts the Notice of Exemption prepared by the City of Huntington Beach.
- 3. The City of Garden Grove, as a Responsible Agency, approves the designation of the Orange County Recycling Market Development Zone as a RMDZ and directs the City of Huntington Beach to submit an application to CalRecycle requesting designation of the Orange County Recycling Market Development Zone as an RMDZ, which includes the cities of Garden Grove, Huntington Beach, Orange, Stanton, Santa Ana, and Unincorporated Orange County.
- 4. The City of Garden Grove will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.
- 5. Approves receipt of any Recycling Market Development Zone related payments authorized by the Public Resources Code. The City Manager or his designee is hereby authorized to execute in the name of the City of Garden Grove all documents necessary to secure payment and implement the associated activities.

Adopted this 22<sup>nd</sup> day of September 2015.

ATTEST:

<u>/s/ STEVEN R. JONES</u> MAYOR PRO TEM

<u>/s/ KATHLEEN BAILOR, CMC</u> CITY CLERK Garden Grove City Council Resolution No. 9320-15 Page 4

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

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on the 22<sup>nd</sup> day of September 2015, by the following vote:

AYES: COUNCIL MEMBERS: (4) BEARD, BUI, PHAN, JONES NOES: COUNCIL MEMBERS: (0) NONE ABSENT: COUNCIL MEMBERS: (1) NGUYEN

> <u>/s/ KATHLEEN BAILOR, CMC</u> CITY CLERK

#### **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 to extend the Lease Agreement with the Credit Union of Southern California for office space located at 11390 Stanford Avenue, Garden Grove. (Amount: \$5,390.20 per month.) (Action Item)		11/12/2019

#### <u>OBJECTIVE</u>

It is requested that the Garden Grove City Council approve the Third Amendment to Credit Union Lease ("Third Amendment") with Credit Union of Southern California for the continued use of office space at 11390 Stanford Avenue, Garden Grove.

#### BACKGROUND

Golden West Cities Federal Credit Union ("Golden West") as the predecessor to the Credit Union of Southern California leased the city-owned office building located at 11390 Stanford Avenue, since 1979. In 2002, the City of Garden Grove ("City") and Golden West executed an amendment ("First Amendment") to the Lease, extending the term for an additional 15-years and for the renovation of the office building to comply with the American with Disabilities Act ("ADA"). In 2014, Credit Union of Southern California ("CUSC") and Golden West merged and the Lease was assigned to CUSC. In September 2016, Staff and CUSC negotiated another Lease extension ("Second Amendment") for an additional three years, with two (2) one-year options held by CUSC.

#### DISCUSSION

The attached Third Amendment extends the Lease for the first-option year through December 1, 2020, and adjusts the rent by CPI to Five Thousand Three Hundred Ninety Dollars and 20/100 Cents (\$5,390.20) per month. All other terms of the Lease as amended by the prior two (2) amendments remain unchanged.

#### FINANCIAL IMPACT

Revenues generated from the Third Amendment in the amount of \$5,390.20 per month or \$64,682.40 for the said period will be deposited into the City's General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the Third Amendment to the Lease Agreement with Credit Union of Southern California for continued occupancy of 11390 Stanford Avenue; and
- Authorize the City Manager to execute the Third Amendment and make minor modifications as needed on behalf of the City.
- By: Paul Guerrero, Sr. Program Specialist

# ATTACHMENTS: Description Upload Date Type File Name Third Amendment 11/4/2019 Agreement 11-12-19\_Amendment\_.\_Credit\_Union\_Lease\_Third\_Amendment\_.\_Nov.12.2019\_Draft.pdf

# THIRD AMENDMENT TO LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is made and entered into this \_\_\_\_\_day of November, 2019, by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("City") and **CREDIT UNION OF SOUTHERN CALIFORNIA**, a California corporation ("Tenant").

#### RECITALS

A. Whereas, the City and Golden West Federal Credit Union previously entered into that certain Lease Agreement, dated November 19, 1991, as amended by that certain First Amendment to Lease Agreement, dated December 1, 2001 and Second Amendment to Lease Agreement dated November 22, 2016 (collectively, the "Lease") pertaining to certain real property owned by the City located 11390 Stanford Avenue, Garden Grove, CA, referred to herein as the "Premises."

B. Whereas, Golden West Federal Credit Union merged with Credit Union of Southern California and the Garden Grove City Council approved assignment of the Lease to Credit Union of Southern California.

C. Whereas, effective April 1, 2014, Credit Union of Southern California assumed, all of Golden West Federal Credit Union's rights, obligations, and liabilities as "Tenant" under the Lease.

D. Whereas, the City and Tenant desire to amend the Lease to extend the term thereof subject to the terms set forth herein.

**NOW THEREFORE,** in consideration of the foregoing Recitals that are a substantive part hereof and the covenants herein contained, and in consideration of the terms and conditions of this Third Amendment, City and Tenant agree as follows:

- 1. The monthly rental amount is hereby amended and changed to Five Thousand Three Hundred Ninety Dollars and 20/100 Cents (\$5,390.20) per month.
- 2. The termination date of the Lease is hereby amended from December 1, 2019 and is extended for an additional year, terminating on December 1, 2020.
- 3. The Tenant shall have the option to extend the term of the Lease for an additional year. The Tenant shall provide City with 90-day advance written notice of its intent to exercise the remaining one-year option prior to the expiration of the then current term.
- 4. All other terms, covenants, and conditions set forth in the Lease shall remain in full force and effect.

# [SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF,** the City and Tenant have executed this THRID AMENDMENT TO LEASE AGREEMENT as of the date first above written.

#### ATTEST:

"CITY"

CITY OF GARDEN GROVE, A municipal corporation

Teresa Pomeroy, City Clerk Dated

By:

Scott C. Stiles, City Manager Dated

#### **APPROVED AS TO FORM:**

#### "TENANT"

CREDIT UNION OF SOUTHERN CALIFORNIA, a California corporation

City Attorney

Dated

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

Title: \_\_\_\_\_

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

Tax I.D.: \_\_\_\_\_

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

# City of Garden Grove

#### **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval to exonerate the improvement bonds for Parcel Map No. PM 2017-187 for the property located at 7901 Garden Grove Boulevard, Garden Grove. ( <i>Action Item</i> )	Date:	11/12/2019

#### <u>OBJECTIVE</u>

To request City Council approval to exonerate the improvement bonds for Parcel Map No. PM-2017-187, located at 7901 Garden Grove Boulevard, Garden Grove (northwest corner of Beach Boulevard and Garden Grove Boulevard).

#### **BACKGROUND**

The subject subdivision parcel map was approved by City Council on February 12, 2019. The commercial site of 10.18 acres is situated within two city boundaries, with 4.1 acres located in the City of Garden Grove and 6.08 acres located in the City of Stanton.

#### DISCUSSION

The Subdivision Improvement requires the posting of improvement bonds to ensure completion of the improvement of street, sewer, water, drainage, and related onsite improvements for the subject development. With the work completed the following improvement bonds are ready for exoneration:

Public Improvement	Amount	
Surety Bond	\$ 2,111,750	
Monument Bond	\$ 3,000 (Cash)	

#### FINANCIAL IMPACT

There is no financial impact to the General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

• Approve the exoneration of the improvement bonds listed above for Parcel Map No. PM-2017-187, located at 7901 Garden Grove Boulevard (northwest corner of Beach Boulevard and Garden Grove Boulevard).

By: Kamyar Dibaj, MS, Project Engineer

#### ATTACHMENTS:

Description	Upload Date	Туре	File Name
Bond	11/4/2019	Backup Material	11-12- 19_Street_Improvements_and_Grading_Permit_Surety_Bond.pdf
Cash Receipt for Monument Bond	11/4/2019	Backup Material	11-12-19_Deposit_for_Monumentation_Bond_PM_2017-187.pdf

Permit No.: G-1382 Bond Amount \$2,111,750 Bond No. <u>4417178</u> PREMIUM \$34,676

#### CITY OF GARDEN GROVE

#### STREET IMPROVEMENTS AND GRADING PERMIT SURETY BOND

KNOW ALL MEN BY THESE PRESENTS: THAT FRONTIER VILLAGE CENTER LLC, A CALIFORNIA LIMITED LIABILITY COMPANY as Principal, and <u>SURETEC INSURANCE</u>  $\bigcirc$ ,  $\checkmark$ ))) COMPANY, a corporation organized and existing under the laws of the State of California, and duly authorized to transact a surety business in the State of California, as Surety, are held and firmly bound unto the City of Garden Grove in the just and full sum of <u>TWO MILLION ONE</u> <u>HUNDRED ELEVEN THOUSAND SEVEN HUNDRED AND FIFTY AND 00/100 DOLLARS</u> (\$2,111,750), for the payment of which, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the said Principal above is applicant under Permit No. G-1382 of the City of Garden Grove, California, for street improvements and grading and/or excavation, on the following described property:

#### 7911, 7915, 7919, 7923, 7927, and 7903 Beach Blvd., Garden Grove, California 92841-4225 and 12925, 12945, 12945, 12955 12965, 12923, 12927, 12967, 12969, 12971, 12973, 12979, 12991 Beach Boulevard, Garden Grove, California 92841-4225 PARCEL NUMBER 131-681-02

NOW, THEREFORE, IT IS AGREED that if the Principal shall:

- a) Comply with all the provisions and conditions of approval of Site Plan No. SP-151-2018, Variance No. V-019-2018, Tentative Parcel Map No. PM-2017-187 [project entitlements, i.e., Site Plan No., Variance No., etc.]; the City of Garden Grove Municipal Code, and other applicable laws, and ordinances; and
- b) Comply with all the terms and conditions of the permit for street improvements and grading, excavation or fill to the satisfaction of the City Engineer; and
- c) Complete all of the work contemplated under the said permit within the time limit specified in the permit, and any extension or extensions thereof, or completes the work to a safe condition satisfactory to the City Engineer; and
- d) Reimburse the City for any work required by the permit that the City Engineer deems necessary to complete, correct or otherwise undertake for the public safety, because of

Reviewed and approved as to insurance lance Page 3

failure on the part of Principal, then this obligation shall be null and void otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the permit or of work to be performed thereunder shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or modification of the permit or of work to be performed thereunder, and

PROVIDED, FURTHER, that in case suit is brought upon the bond by the City or any other person who may bring an action on this bond, a reasonable attorney's fee, to be fixed by the court, shall be paid by the Principal or Surety.

IN WITNESS WHEREOF, the said Principal and said Surety have caused these presents to be duly signed and sealed this 1 day of August, 2018.

> **PRINCIPAL:** FRONTIER VILLAGE CENTER LLC, a California limited liability company

By:

Robert M. Jonas, Manager

By:

Dan Almquist, Manager

Address: 23727 Hawthorne Boulevard, Suite 1 Torrance, California 90505

**SURETY:** SURETEC INSURANCE COMPANY Admitted in California

By:

Spencer Flake, Attorney-in-Fact

Address: 3131 CAMINO DEL RIO N., #1450 SAN DIEGO, CA 92108

Telephone: (619) 400-4104

#### ACKNOWLEDGEMENT

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

#### STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On July 27, 2018, before me, MARY W. CARNES, A NOTARY PUBLIC, (insert name and title of officer)

personally appeared <u>ROBERT M. JONAS</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: M

MARY W. CARNES COMM. #2093411 Notary Public - California Los Angeles County My Comm. Expires Dec. 13, 2018

(Seal)

#### ACKNOWLEDGEMENT

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

#### STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On July 27, 2018, before me, MARY W. CARNES, A NOTARY PUBLIC, (insert name and title of officer)

personally appeared <u>DAN ALMQUIST</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Ma

MARY W. CARNES COMM. #2093411 Z Notary Public - California Los Angeles County My Comm. Expires Dec. 13, 2018

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT					
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.					
STATE OF CALIFORNIA	1				
County of Orange	} }				
On <u>8-1-18</u> before me, <u>Lexie Sherwood</u> , Notary Public, Date Insert Name of Notary exactly as it appears on the official seal					
personally appeared Spencer Flake Name(s) of Signer(s)					
	······································				
LEXIE SHERWOOD COMM. # 2203287 NOTARY PUBLIC • CALIFORNIA ORANGE COUNTY Comm. Exp. JULY 27, 2021	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
	Witness my hand and official seal.				
Place Notary Seal Above	Signature Jucie Signature of Wotary Public Lexie Sherwood				
	OPTIONAL				
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.					
Description of Attached Document					
Title or Type of Document:					
Document Date:					
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s)					
Signer's Name:   Individual   Corporate Officer — Title(s):   Partner   Limited   Guardian or Conservator   Other:   Signer is Representing:	Individual   Corporate Officer Title(s):   Partner   Limited   General   INT   Attorney in Fact   Trustee   OF SIGNER				
	Page 36 of 261				

POA #: 510123

## SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Charles L. Flake, David L. Culbertson, Spencer Flake, Heather Willis

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until  $\frac{9/10/2020}{20}$  and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on  $20^{th}$  of April, 1999.)

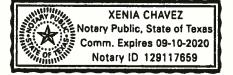
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 8th day of August, A.D. 2017.

State of Texas County of Harris SS:

ANOS CONTRACTOR

SURETEC INSURANCE CON John Knox

On this 8th day of August, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



éhavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1ST

2018 . A.D.

M. Brent Besty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

#### ENGINEER'S ESTIMATE OF COST

PRINTED DATE: 7/12/2018

Demo of existing storm drain         If         160         \$ 40.00         \$ 6400           Demo existing water service         ea         12         \$ 500.00         \$ 6400           Demo existing sewer lateral         f1         200         \$ 40.00         \$ 6,000           Overexcavation         \$ f127,600         \$ 0.90         \$ 114,840         \$ 86,930         \$ 3.00         \$ 2260,780           Storm Drain Intel Protection (SE-10)         \$ a         10         \$ 2400         \$ 2400         \$ 2400           Stabilized Construction Entrance (TC-1)         \$ f14,840         \$ f13,810         \$ 2,75         \$ 104,865           4* AC paving over f3* AB         \$ f18,130         \$ 2,75         \$ 104,865         \$ 66,010           4* AC paving over f3* AB         \$ f18,130         \$ 2,75         \$ 104,865           6* Curb         \$ f12,200         \$ 12,00         \$ 35,880           6* Curb and Gutter         \$ f17,2665         \$ 81,00         \$ 47,970           9* PC Storm Add         \$ 5130,00         \$ 97,470         \$ 5.85         \$ 44,950           Curb and Gutter         \$ f1         1,665         \$ 9.30         \$ 77,500           9* Orderadad         \$ f1         1,865,00         \$ 75,000         \$ 75,000	PROJECT: Village Crossroads - Garden Grove	ENGIN	EER: Blue Pea	k Er			DATE: 7/12/18	
Site Demo         sf         127,600         \$         1.50         \$         191,400           Demo of existing sum arain Demo existing water service Demo existing water service         a         1         \$         500.00         \$         6,000           Precise grading Overexcavation         a         12         \$         500.00         \$         6,000           Storm Drain Intel Protection (SE-10)         a         14,840         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         2,000         \$         1,4840         \$         2,000         \$         2,400         \$         2,400         \$         2,400         \$         2,400         \$         2,400         \$         2,400         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$         1,500         \$	ITEM DESCRIPTION	UNIT	QUANITY	ι	INIT PRICE		AMOUNT	
Demo of existing storm drain         If         160         \$ 40.00         \$ 64000           Demo existing sever lateral         12         \$ 500.00         \$ 6.000           Demo existing sever lateral         12         \$ 500.00         \$ 6.000           Overexcavation         \$ 114.840         \$ 40.00         \$ 8.000           Storm Drain Inlet Protection (SE-10)         \$ 114.840         \$ 10         \$ 2400           Storm Drain Inlet Protection Entrance (TC-1)         \$ 1         \$ 1000         \$ 1.500         \$ 2.700           4' AC paving over 7' AB         \$ 1         \$ 1000         \$ 1.500         \$ 2.400           4' AC paving over 7' AB         \$ 1         \$ 1000         \$ 1.500         \$ 1.500           4' AC paving over 7' AB         \$ 1         \$ 1000         \$ 4.10         \$ 66.010           4' AC paving over 7' AB         \$ 1         \$ 7500.00         \$ 18.750           6' Curb         \$ 1/2' thick PCC V-Gutter         \$ 1         \$ 7500.00         \$ 13.650           6' Curb and Gutter         \$ 1         \$ 7500.00         \$ 75,000         \$ 13.650           6' high Chain Link Fence         \$ 1         \$ 75,000.00         \$ 75,000         \$ 75,000           10' PVC Storm Drain         \$ 1         \$ 1,650.00<	ONSITE GRADING IMPROVEMENTS							
Demo existing water service         ea         12         \$         \$         6.000           Demo existing sever lateral         If         200         \$         4.000         \$         8.000           Precise grading         of         127,600         \$         0.000         \$         8.000           Sand and Gravel Bags (SE-6 & SE-8)         s         6         9.000         \$         3.00         \$         2207.00           Stabilized Construction Entrance (TC-1)         sf         1,000         \$         1.50         \$         1,500           4' AC paving over 5" AB         sf         16,100         \$         4.10         \$         66,010           3' Mide by 5 1/2" thick PCC V-Gutter         if         2,900         \$         12,000         \$         35,880           6' Curb and Gutter         if         2,960         \$         18,750         \$         36,850           Light Standard         sf         1,8700         \$         5,130,00         \$         97,470           Light Standard         sf         1,865         \$         9.300         \$         77,345           Light Standard         sf         1,865         \$         9.300         \$         <	Site Demo	sf	127,600	\$	1.50	\$	191,400	
Demo existing sever lateral Precise grading         If         200         \$ 40.00         \$ 8000           Precise grading Overexcavation         sf         127,600         \$ 0.90         \$ 114,840           Sand and Gravel Bags (SE-6 & SE-8)         ea         900         \$ 3.00         \$ 2200,790           Storm Drain Inlet Protection (SE-10)         ea         900         \$ 3.00         \$ 24000         \$ 2400           Stabilized Construction Entrance (TC-1)         sf         1,000         \$ 1.50         \$ 1.50         \$ 1.600           4" AC paving over 5." AB         sf         38,100         \$ 2.75         \$ 104,858           9" wide by 1/2" thick PCC V-Gutter         ff         7.50         \$ 2.500         \$ 417,000           6" Curb and Gutter         If         2.665         \$ 18.00         \$ 47,970           4" PCC Sidewalk         ea         10         \$ 1,365.00         \$ 9.7470           Light Standard         ea         10         \$ 1,365.00         \$ 75,000.00           10" Standard         ea         10         \$ 1,563,438         \$ 3,874           10" PVC Sidewalk         ff         2.285         \$ 22,825         \$ 1,921           11" 405         \$ 44225         \$ 1,921         \$ 1,650,900,93 <td>Demo of existing storm drain</td> <td>lf</td> <td>160</td> <td>\$</td> <td>40.00</td> <td>\$</td> <td>6,400</td>	Demo of existing storm drain	lf	160	\$	40.00	\$	6,400	
Precise grading       sf       127,600       \$       0.00       \$       114,840         Overexcavation       sf       86,930       \$       3.00       \$       260,790         Stard and Gravel Bags (SE-6 & SE-8)       ea       900 \$       3.00       \$       240,00       \$       2,400         Stabilized Construction Entrance (TC-1)       ea       10       \$       240,00       \$       2,400         4' AC paving over 5'' AB       sf       16,100       \$       4.10       \$       66,010         4'' AC paving over 5'' AB       sf       16,100       \$       4.10       \$       66,010         4'' AC paving over 5'' AB       sf       16,100       \$       4.10       \$       66,010         4'' AC paving over 5'' AB       sf       16,100       \$       4.10       \$       66,010         4'' AC paving over 5'' AB       sf       18,400       \$       5.00       \$       117,040       \$       147,000       \$       147,000       \$       147,000       \$       147,000       \$       147,840       \$       16,000       \$       147,970       \$       13,850       \$       147,970       \$       13,850       \$       147,970	Demo existing water service	ea			500.00	\$	6,000	
Overexcavation         sf         86,930         \$3.00         \$260,790           Sand and Gravel Bags (SE-6 & SE-8)         ea         900         \$3.00         \$260,790           Storm Drain Inlet Protection (SE-10)         ea         100         \$240,00         \$300         \$240,00         \$300         \$240,00         \$300         \$240,00         \$300         \$170,00         \$300         \$512,00         \$316,30         \$275         \$104,858         \$47,70         \$36,80         \$47,70         \$47,70         \$47,70         \$47,70         \$47,70         \$47,70         \$47,70         \$47,70         \$47,70         \$47,70         \$51,85,00         \$51,85,80         \$42,90         \$13,650         \$13,650         \$13,650         \$13,650         \$13,650         \$14,70,00         \$57,250         \$51,27,921         \$17,924         \$16         \$1,865,50         \$30,00         \$529,800							8,000	
Sand and Gravel Bags (SE-6 & SE-6)         ea         900         \$ 3.00         \$ 2,700           Storm Drain Inlet Protection (SE-10)         a         10         \$ 240.00         \$ 2,400           Stabilized Construction Entrance (TC-1)         af         1,000         \$ 1.50         \$ 1,500           4" AC paving over 4" AB         af         1600         \$ 4.10         \$ 66,010           4" AC paving over 7" AB         af         16,00         \$ 4.11         \$ 66,010           4" AC paving over 8.5" AB         af         16,100         \$ 4.11         \$ 66,010           3' wide by 5 1/2" thick PCC V-Gutter         if         2,900         \$ 12,000         \$ 3.8,730         \$ 47,970           6" Curb and Gutter         if         2,906         \$ 12,000         \$ 3,8500         \$ 47,970           4" PCC Sidewalk         ca         10         \$ 1,365,00         \$ 97,470           Landscaping         ea         10         \$ 1,365,00         \$ 97,470           Decorative Paving - Hardscape         if         1,865         \$ 9,30         \$ 17,345           6' high Chain Link Fence         if         13650         \$ 22,825         \$ 22,825           0" PVC Storm Drain         if         136,500         \$ 3,807						\$	114,840	
Stom Drain Inlet Protection (SE-10)         ea         10         \$ 240.00         \$ 240.00           Stabilized Construction Entrance (TC-1)         sf         1,000         \$ 1,50         \$ 1,500           4" AC paving over 5" AB         sf         38,130         \$ 2.75         \$ 104,856           4" AC paving over 5" AB         sf         16,100         \$ 4.10         \$ 666,100           3 wide by 5 1/2" thick PCC V-Gutter         if         750         \$ 25.00         \$ 417,000           6" Curb and Gutter         if         2,990         \$ 12.00         \$ 35,880         \$ 47,970           4" PCC Sidewalk         sf         8,470         \$ 5.85         \$ 49,550           Curb Ramp         ea         19         \$ 5,130.00         \$ 97,470           Landscaping         ea         19         \$ 5,130.00         \$ 97,470           Decrative Paving - Hardscape         if         1,160         \$ 22.825         \$ 22,825           6" Biph Chain Link Fence         if         1,305         \$ 22.825         \$ 17,345           10" PVC Storm Drain         if         130         \$ 22.825         \$ 1,367           10" PVC Pipe         if         423         \$ 5,7.25         1,317           Inlet - Gra		sf	86,930					
Stabilized Construction Entrance (TC-1)       if       1.000       \$       1.50       \$       1.600         4" AC paving over 4" AB       sf       38,130       \$       2.75       \$       104,858         4" AC paving over 8.5" AB       sf       16,100       \$       4.10       \$       66,010         3' wide by 5 1/2" thick PCC V-Gutter       if       750       \$       25,00       \$       417,000         6" Curb       If       2,990       \$       12.00       \$       35,880         6" Curb and Gutter       If       2,665       \$       18,700       \$       47,970         4" PCC Sidewalk       sf       8,470       \$       5,885       \$       49,550         Curb Ramp       ea       10       \$       1,365.00       \$       17,345         1adscaping       ea       18       \$       75,000.00       \$       75,000         Decorative Paving - Hardscape       sf       1,865       \$       9.30       \$       17,345         6' high Chain Link Fence       If       1,160       \$       22,825       \$       22,825         8" PVC Storm Drain       If       275       \$       3,3874       \$		ea				\$	2,700	
4" AC paving over 4" AB       sf       38,130       2.75       \$       104,858         4" AC paving over 5" AB       sf       16,100       \$       4.10       \$       66,010         4" AC paving over 5" AB       sf       16,100       \$       4.10       \$       66,010         3" wide by 5 1/2" thick PCC V-Gutter       if       750       \$       25,000       \$       18,750         6" Curb and Gutter       if       2,960       \$       12,000       \$       35,880         6" Curb and Gutter       if       2,666       \$       18,000       \$       47,970         4" PCC Sidewalk       sf       8,470       \$       5,885       \$       49,550         Curb Ramp       ea       10       \$       1,365,00       \$       13,650         Light Standard       ea       19       \$       5,130,00       \$       77,345         Curb Ramp       is       1       \$       75,000,00       \$       75,000         Decorative Paving - Hardscape       if       1,865       9.30       \$       17,345         6' high Chain Link Fence       if       1,865       \$       9.300       \$       22,825								
4" AC paving over 5" AB       sf       16(100)       \$4:10)       \$660:10         4" AC paving over 8.5" AB       sf       16(100)       \$4:10)       \$660:10         3" wide by 5 1/2" thick PCC V-Gutter       if       7500       \$25:00)       \$417,000         6" Curb       G" Curb and Gutter       if       2,990)       \$12:00)       \$35:880         6" Curb Ramp       if       2,990)       \$12:00)       \$35:880       \$47,970         4" PCC Sidewalk       sf       8,470)       \$5:85       \$49,550         Curb Ramp       ea       10       \$1:365:00)       \$13:650         Light Standard       ea       10       \$1:365:00)       \$9:77:000         Landscaping       Is       1       \$7:5000.00       \$7:75:000         Decorative Paving - Hardscape       if       1,160       \$2:35       \$2:5926         Onsite Grading - Sub Total       \$17:345       \$17:345       \$17:345         18" HDPE Pipe       If       275       \$8:300       \$2:2825       \$2:5926         8" PVC Storm Drain       If       1300       \$2:980       \$3:874         18" HDPE Pipe       If       23       \$5:725       \$1:317         19" PVC Pipe <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>								
4" AC paving over 8.5" AB       if       63.400       \$5.00       \$417,000         3" wide by 5 1/2" thick PCC V-Gutter       if       750       \$25.00       \$18,750         6" Curb and Gutter       if       2,990       \$12.00       \$35,880         6" Curb and Gutter       if       2,665       \$18,00       \$47,970         4" PCC Sidewalk       sf       8,470       \$5.88       \$49,550         Curb Ramp       ea       10       \$1,36500       \$97,470         Light Standard       ea       19       \$5,130,00       \$97,470         Landscaping       is       1       \$75,000,00       \$75,000         Decorative Paving - Hardscape       sf       1,865       \$9.30       \$17,345         6' high Chain Link Fence       if       1,160       \$22,35       \$25,926         Onsite Grading - Sub Total       \$1,563,438         If       275       \$8,300       \$22,825         Storm Drain       if       210°       \$422,25       \$1,921         16" 405       \$44,25       \$1,921       \$16       23       \$5,725       \$1,317         If       205       \$422       \$422       \$422       \$	4" AC paving over 4" AB							
3' wide by 5 1/2" thick PCC V-Gutter       if       750       \$ 25.00       \$ 18,750         6" Curb and Gutter       if       2,900       \$ 12.00       \$ 35,880         6" Curb and Gutter       if       2,900       \$ 12.00       \$ 35,880         6" Curb Ramp       ea       10       \$ 1,365.00       \$ 13,650         Light Standard       ea       19       \$ 5,130.00       \$ 97,470         Landscaping       is       1       \$ 75,000.00       \$ 75,000         Decorative Paving - Hardscape       of       1,865       \$ 9.30       \$ 17,345         6' high Chain Link Fence       if       1,160       \$ 22,325       \$ 25,926         Onsite Grading - Sub Total       1,563,438         STORM DRAIN         If       27,55       83.00       \$ 22,825         Storm Drain       if       275       \$ 83.00       \$ 22,825         If       1130       \$ 29,800       \$ 3,874         10" PVC Pipe       if       205       \$ 44.25       \$ 1,921         10" PVC Pipe       if       23       \$ 57.25       \$ 1,317         Inlet - 18" x 18" Grate       ea       1       \$ 8,000.00 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
6" Curb       If       2,990       \$       12.00       \$       35,880         6" Curb and Gutter       If       2,690       \$       12.00       \$       35,880         6" Curb Ramp       if       2,900       \$       12.00       \$       35,880         Curb Ramp       if       2,900       \$       12.00       \$       47,970         Light Standard       is       1       \$       7,365.00       \$       13,650         Landscaping       is       1       \$       7,5000.00       \$       97,470         Is       1       \$       7,5000.00       \$       97,470       \$       8.5       \$       22,925       \$       22,925       \$       22,925       \$       25,926       Onsite Grading - Sub Total       1,563,438         STORM DRAIN       If       170       \$       8.3,874       \$       1,563,438         If       775       \$       83.00       \$       22,825       \$       1,9721         If       275       \$       8.3,000       \$       3,600         If       130       \$       29,800       \$       3,600				\$		\$		
6" Curb and Gutter       If       2,665       \$       18,00       \$       47,970         4" PCC Sidewalk       5       8,470       \$       5.85       \$       49,550         Light Standard       ea       10       \$       1,3650       \$       13,650         Light Standard       ea       19       \$       5,130.00       \$       97,470         Landscaping       Is       1       \$       75,000.00       \$       77,045         6' high Chain Link Fence       If       1,160       \$       22.35       \$       25,926         Onsite Grading - Sub Total       \$       1,563,438         STORM DRAIN         18       1       \$       7,920         STORM DRAIN         18       1       \$       22,825       \$       7,921         18" HDPE Pipe       If       23       \$       7,722       \$       1,317         10" PVC Pipe       If       405       \$       44,25       \$       1,7921         10" PVC Pipe       If       23       \$       5,725       \$       1,317         Inlet - Grate       ea       1								
4" PCC Sidewalk       sf       8,470       \$ 5,85       \$ 49,550         Curb Ramp       ea       10       \$ 1,365.00       \$ 13,660         Light Standard       ea       19       \$ 5,130.00       \$ 97,470         Landscaping       is       1       \$ 75,000.00       \$ 75,000         Decorative Paving - Hardscape       sf       1,865       \$ 9,30       \$ 17,345         6' high Chain Link Fence       if       1,160       \$ 22,35       \$ 25,926         Onsite Grading - Sub Total       \$ 1,563,438         STORM DRAIN         18" HDPE Pipe       If       275       \$ 83.00       \$ 22,825         8" PVC Storm Drain       If       130       \$ 29,80       \$ 3,874         12" PVC Pipe       If       405       \$ 44,25       \$ 17,921         10" PVC Pipe       If       23       \$ 57,25       \$ 1,317         Inlet - Grate       ea       1<\$ 8,000.00								
Curb Ramp       ea       10       \$ 1,365.00       \$ 13,650         Light Standard       ea       19       \$ 5,130.00       \$ 97,470         Landscaping       is       1       \$ 75,000.00       \$ 97,470         Decorative Paving - Hardscape       if       1,865       \$ 9.30       \$ 17,345         6' high Chain Link Fence       if       1,160       \$ 22.35       \$ 25,926         Onsite Grading - Sub Total       \$ 1,563,438         STORM DRAIN         If       275       \$ 83.00       \$ 22,825         Storm Drain         18" HDPE Pipe       if       205       \$ 44.25       \$ 17,921         10" PVC Pipe       if       405       \$ 44.25       \$ 17,921         10" PVC Pipe       if       23       \$ 57.25       \$ 1,310         11" PVC Pipe       if       23       \$ 57.25       \$ 1,317         Inlet - Grate       ea       2       \$ 1,800.00       \$ 3,600         Inlet - Grate       is       1       \$ 420.00       \$ 422         Vegetated Swale       ea       1       \$ 4,500.00       \$ 150,000         Storm Drain Manhole       is       1       \$ 50,000								
Light Standard       ea       19       \$ 5,130.00       \$ 97,470         Landscaping       1s       1       \$ 75,000.00       \$ 75,000         Decorative Paving - Hardscape       of       1,865       \$ 9.30       \$ 17,345         6' high Chain Link Fence       If       1,160       \$ 22.35       \$ 25,926         Onsite Grading - Sub Total       \$ 1,563,438         STORM DRAIN         18" HDPE Pipe       If       275       \$ 83.00       \$ 22,825         8" PVC Storm Drain       If       130       \$ 29,80       \$ 3,874         10" PVC Pipe       If       405       \$ 44.25       \$ 17,921         10" PVC Pipe       If       23       \$ 57.25       \$ 1,317         Inlet - Grate       ea       1       \$ 400.00       \$ 3,600         Inlet - 18" x 18" Grate       ea       1       \$ 422.00       \$ 44.25         Vegetated Swale       ea       1       \$ 4,500.00       \$ 3,600         Catch Basin       ea       1       \$ 150,000.00       \$ 150,000         Modular Wetlands       Is       1       \$ 150,000.00       \$ 4,500         Sewer       Sewer       If       250       \$ 35.00								
Landscaping       Is       1       \$75,000.00       \$75,000.00         Decorative Paving - Hardscape       sf       1,865       \$9,30       \$17,345         6' high Chain Link Fence       If       1,160       \$22,35       \$25,926         Onsite Grading - Sub Total       \$1,563,438         STORM DRAIN         If       27,5       \$83,00       \$22,825         8         NORSITE Grading - Sub Total       \$1,563,438         If       27,5       \$83,00       \$22,825         8         If       27,5       \$83,00       \$22,825         10° PVC Pipe       If       405       \$44.25       \$17,921         Inlet - Grate       If       23       \$7,25       \$1,317         Inlet - Grate       If       23       \$5,725       \$1,317         Inlet - Grate       If       23       \$5,725       \$1,317         Inlet - Grate       If       23       \$5,725       \$1,317         Inlet - Stating Grate       If       23       \$7,720.00       \$422         Vegetated Swale       If <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
Decorative Paving - Hardscape         sf         1,865         \$         9.30         \$         17,345           6' high Chain Link Fence         If         1,160         \$         22.35         \$         25,926           Onsite Grading - Sub Total         \$         1,563,438           STORM DRAIN           18" HDPE Pipe         If         275         \$         83.00         \$         22,825           8" PVC Storm Drain         If         130         \$         29.80         \$         3,874           12" PVC Pipe         If         405         \$         44.25         \$         17,921           10" PVC Pipe         If         23         \$         57.25         \$         1,317           Inlet - Grate         ea         1         \$         422.00         \$         422           Vegetated Swale         ea         1         \$         8,000.00         \$         3,600           Catch Basin         Ea         1         \$         150,000.00         \$         150,000           Modular Wetlands         Is         1         \$         150,000         \$         4,500.00           Sewer         Sewer         I								
6' high Chain Link Fence       If       1,160       \$ 22.35       \$ 25,926         Onsite Grading - Sub Total       \$ 1,563,438         STORM DRAIN         18" HDPE Pipe       If       275       \$ 83.00       \$ 22,825         8" PVC Storm Drain       If       130       \$ 29,80       \$ 3,874         10" PVC Pipe       If       405       \$ 44.25       \$ 1,921         10" PVC Pipe       If       23       \$ 57.25       \$ 1,317         Inlet - Grate       ea       2       \$ 1,800.00       \$ 3,600         Inlet - Basin       ea       1       \$ 422.00       \$ 4422         Vegetated Swale       ea       1       \$ 8,000.00       \$ 8,000         Catch Basin       ea       1       \$ 150,000.00       \$ 14,800         Modular Wetlands       Is       1       \$ 150,000.00       \$ 4,500         Storm Drain Manhole       ea       1       \$ 4,500.00       \$ 4,500         Sewer       Grade       ea       2       \$ 825.00       \$ 1,650         6" PVC Sewer       If       250       \$ 35.00       \$ 8,750         Sewer Cleanout       If       245       \$ 27.00       \$ 6,615 </td <td></td> <td></td> <td>· · ·</td> <td></td> <td></td> <td></td> <td></td>			· · ·					
Onsite Grading - Sub Total         \$ 1,563,438           STORM DRAIN           18" HDPE Pipe         If         275         \$ 83.00         \$ 22,825           8" PVC Storm Drain         If         130         \$ 29,80         \$ 3,874           12" PVC Pipe         If         405         \$ 442.25         \$ 17,921           10" PVC Pipe         If         23         \$ 57.25         \$ 1,317           Inlet - Grate         ea         2         \$ 1,800.00         \$ 3,600           Inlet - 18" x 18" Grate         ea         2         \$ 1,800.00         \$ 3,600           Vegetated Swale         ea         1         \$ 422.00         \$ 44.25           Storm Drain Manhole         ea         1         \$ 4,500.00         \$ 14,800           Storm Drain - Sub Total         \$ 227,259         \$ 227,259         \$ 227,259								
STORM DRAIN           18" HDPE Pipe         If         275         \$ 83.00         \$ 22,825           8" PVC Storm Drain         If         130         \$ 29,80         \$ 3,874           12" PVC Pipe         If         405         \$ 44.25         \$ 17,921           10" PVC Pipe         If         23         \$ 57.25         \$ 1,317           Inlet - Grate         ea         2         \$ 1,800.00         \$ 3,600           Inlet - Grate         ea         1         \$ 422.00         \$ 422           Vegetated Swale         ea         1         \$ 8,000.00         \$ 8,000           Catch Basin         ea         4         \$ 3,700.00         \$ 14,800           Modular Wetlands         Is         1         \$ 150,000.00         \$ 150,000           Storm Drain Manhole         ea         1         \$ 4,500.00         \$ 4,500           Sewer         Sewer         If         245         \$ 27,00         \$ 1,650           6" PVC Sewer         If         245         \$ 27,00         \$ 0,615           Sewer Cleanout         If         245         \$ 27,00         \$ 0,615           Very Sewer         If         245         \$ 27,00         \$ 0,615	6' high Chain Link Fence							
18" HDPE Pipe       If       275       \$ 83.00       \$ 22,825         8" PVC Storm Drain       If       130       \$ 29.80       \$ 3,874         12" PVC Pipe       If       405       \$ 44.25       \$ 17,921         10" PVC Pipe       If       23       \$ 57.25       \$ 1,317         Inlet - Grate       ea       2       \$ 1,800.00       \$ 3,600         Inlet - 18" x 18" Grate       ea       1       \$ 422.00       \$ 422         Vegetated Swale       ea       1       \$ 422.00       \$ 422         Vegetated Swale       ea       1       \$ 8,000.00       \$ 8,000         Catch Basin       ea       4       \$ 3,700.00       \$ 14,800         Modular Wetlands       Is       1       \$ 150,000       \$ 4,500         Storm Drain Manhole       ea       1       \$ 4,500.00       \$ 4,500         Sewer Cleanout       ea       2       \$ 825.00       \$ 1,650         6" PVC Sewer       If       245       \$ 27.00       \$ 6,615         Sewer Cleanout       If       2,085.00       \$ 2,7,865         Verter       If       2,085.00       \$ 2,235.00       \$ 2,235.00         1" Water Service       ea <td></td> <td>Onsite</td> <td>Grading - Sub</td> <td>) TO</td> <td>tal</td> <td>\$</td> <td>1,563,438</td>		Onsite	Grading - Sub	) TO	tal	\$	1,563,438	
8" PVC Storm Drain       If       130       \$ 29.80       \$ 3,874         12" PVC Pipe       If       405       \$ 44.25       \$ 17,921         10" PVC Pipe       If       23       \$ 57.25       \$ 1,317         Inlet - Grate       ea       2       \$ 1,800.00       \$ 3,600         Inlet - Grate       ea       2       \$ 1,800.00       \$ 3,600         Inlet - B"x 18" Grate       ea       1       \$ 422.00       \$ 422         Vegetated Swale       ea       1       \$ 420.00       \$ 422         Vegetated Swale       ea       1       \$ 8,000.00       \$ 8,000         Catch Basin       ea       4       \$ 3,700.00       \$ 14,800         Modular Wetlands       Is       1       \$ 150,000.00       \$ 150,000         Storm Drain Manhole       ea       1       \$ 4,500.00       \$ 4,500         Sewer       Sewer       Storm Drain - Sub Total       \$ 227,259         Sewer Cleanout       If       250       \$ 35.00       \$ 8,750         Sewer Cleanout       If       245       \$ 27,00       \$ 6,615         VeXTER       If       245       \$ 27,00       \$ 6,615         VeXTER       ea	STORM DRAIN							
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							16,500	
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				Φ	74.00		13,320	
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Private Improvements Total (plus 10% contingencies) \$ 2,077,291	rivate improvements rotal (plus 10% conting	Jencies	,			φ	2,077,291	



#### ENGINEER'S ESTIMATE OF COST

PRINTED DATE: 7/12/2018

PROJECT: Village Crossroads - Garden Grove	ENGINE	ER: Blue Peal	k En	gineering	DAT	E: 7/12/18
ITEM DESCRIPTION	UNIT	QUANITY	U	NIT PRICE		AMOUNT
PUBLIC IMPROVEMENTS - STREET ITEMS						
Asphalt Concrete Paving	sf	300	\$	4.00	\$	1,200
Sawcut AC Paving	lf	160	\$	2.10	\$	336
Remove Existing Driveway	sf	1,500	\$	4.10	\$	6,150
4" PCC Sidewalk	sf	400	\$	5.85	\$	2,340
PCC Driveway	sf	1,500	\$	7.65	\$	11,475
Sidewalk Ramp	ea	1	\$	1,365.00	\$	1,365
Landscaping and Irrigation	sf	1,800	\$	4.70	\$	8,460
	Streets	s - Sub Total			\$	31,326
Public Improvements Total (plus 10% conting	encies)				\$	34,459



G	RECE_PT	DATE 18 20 19	÷
CITY OF GARDEN GROVE	PECEIVED FROM	BEACH BIVE 17-187 BUND AMOUNT\$ 3.000 LOCK	0
CITY OF GARDEN GROVE 01/09/19 03:37PH OPERATOR: arianab FRONTIER VILLAG TOTAL: AMOUNT PAID BY:	RECEIPT #469725 942.22126 3000.00 3000.00	IG. CASH MONEY ORDER CHECK BY Alicia HSFPR PW /x5887 PRINT NAME DEPT. / EXT.	
CHECK#1144724178	3000.00		

DESCRIPTION	AMOUNT
DEPOSIT FOR MONUMENTATION BOND UNDER PARCELMAP 2017-187	\$3,000
UPON CITY APPROVAL OF COMPLETION OF PROJECT, DEPOSIT TO BE RETURNED TO:	
FRONTIER VILLAGE VAR CENTER LLC PRINT NAME 310.866.1343 MEXOFRONTIERE	ANY QUESTIONS REGARDING DEPOSIT,
PHONE NUMBER EMAIL	PLEASE CONTACT ALICIA HOFER (714)741-5887
942 22126	Page 40 of 261

#### City of Garden Grove

#### **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Project No. 7359 - West Haven Reservoirs Rehabilitation Project as complete. (Action Item)	Date:	11/12/2019

#### <u>OBJECTIVE</u>

For the Garden Grove City Council to accept Project No. 7359 – West Haven Reservoirs Rehabilitation Project as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvements and Work.

#### BACKGROUND

On November 13, 2018, the City entered into a contract with Pacific Hydrotech Corporation for the West Haven Reservoirs Rehabilitation Project. The project consisted of all labor, materials, tools, equipment, and incidentals necessary for repair and rehabilitation work on two (2) ten million gallon reservoirs. The contractor completed crack, spall, and joint repair, construction of seismic curb, roof waterproofing, rust spot repair, and the addition of a fall protection system for the reservoirs. In addition, the contractor performed site specific improvements which included replacement of butterfly valves, flap gate, asphalt and concrete work, sump vault lids and hatches, installation of steel picket perimeter fence around West Haven Park, and other restoration tasks.

#### DISCUSSION

The contractor, Pacific Hydrotech Corporation, has completed this project in accordance with the plans, specifications and other contract documents.

#### FINANCIAL IMPACT

The project was funded with Water Funds and was completed within budget and on schedule. The retention payment will be released after recordation of the Notice of Completion with the County of Orange.

#### RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 7359 West Haven Reservoirs Rehabilitation Project as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Rebecca Li, P.E., Senior Civil Engineer

ATTACHMENTS:			
Description	Upload Date	Туре	File Name
Notice of Completion	11/4/2019	Backup Material	11-12- 19_Notice_of_Completion_Project_No7359.pdf

When Recorded Mail To:

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

#### NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

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

#### PROJECT NO. 7359 WEST HAVEN RESERVOIRS REHABILITATION PROJECT

to be constructed upon the property hereinafter described. The contract for furnishing of all plant. labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with PACIFIC HYDROTECH CORPORATION, on the 13th day of November, 2018, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document: that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 12th day of November 2019; that the nature of the title to said property of said City Council is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

#### PROJECT NO. 7359 WEST HAVEN RESERVOIRS REHABILITATION PROJECT

#### NOTICE OF COMPLETION PROJECT NO 7359 - WEST HAVEN RESERVOIRS REHABILITATION PROJECT AS COMPLETE November 12, 2019 Page 2 of 2

NAME OF SURETY on Labor and Material Bond is:

Liberty Mutual Insurance Company 790 The City Drive South, Suite 200, Orange, CA 92868 Tel No. (714) 238-1828

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_

GARDEN GROVE CITY COUNCIL

By \_

City Manager of the Garden Grove City Council

ATTEST:

Secretary of Garden Grove City Council

STATE OF CALIFORNIA COUNTY OF ORANGE

I am the Public Works Director of the City of Garden Grove.

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

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

Executed on		at	Garden Grove	, California
	(Date)		(Place)	
		1		
		1		
	12	AT TH		
		William F. M	Orray, P.E.	
		Public Werk	ts Director	

#### 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 John Deere and Co. for the purchase of one (1) new commercial riding mower for the Public Works Department. (Cost: \$28,780.79) (Continued from the October 22, 2019, meeting.) ( <i>Action Item</i> )		11/12/2019

#### <u>OBJECTIVE</u>

To secure City Council authorization to purchase one (1) new commercial riding mower, model #1570 Terrain Cut Commercial Front Mower with a 72" 7-Iron PRO Commercial Side Discharge Mower Deck, from John Deere and Co. through the Sourcewell competitive bid program, Contract #062117-DAC.

#### <u>BACKGROUND</u>

The Public Works Department has one (1) commercial riding mower 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 #062117-DAC. The results deemed John Deere and Co. as the lowest responsive bid.

John Deere and Co.

\$28,780.79 \*

\* This price includes all applicable tax and destination charges.

#### FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$28,780.79 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 \$28,780.79 to John Deere and Co. for the purchase of one (1) new riding mower.
- 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 minutes from the meeting held on October 22, 2019. ( <i>Action</i> <i>Item</i> )	Date:	11/12/2019

Attached are the minutes from the meeting held on October 22, 2019, recommended to be received and filed as submitted or amended.

#### ATTACHMENTS:

**Description** Minutes **Upload Date** 11/6/2019

**Type** Minutes File Name cc-min\_10\_22\_2019.pdf

#### MINUTES

#### GARDEN GROVE CITY COUNCIL

#### Regular Meeting

#### Tuesday, October 22, 2019

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

#### CONVENE CLOSED SESSION

At 6:04 p.m., Mayor Jones convened Closed Session in the Founders Room.

ROLL CALL	PRESENT:	(5)	Council Members Brietigam, O'Neill, K. Nguyen, Mayor Pro Tem Klopfenstein, Mayor Jones
	ABSENT:	(2)	Council Member T. Nguyen Council Member Bui was absent at Roll Call,

but joined the meeting at 6:08 p.m.

#### ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

#### CLOSED SESSION MATTERS

<u>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</u> Pursuant to Government Code 54956.9(d)(1): Gill v. City of Garden Grove, et al. OCSC Case No.: 30-2019-01058507

#### ADJOURNED CLOSED SESSION

At 6:10 p.m., Mayor Jones adjourned Closed Session.

#### CONVENE REGULAR MEETING

At 6:35 p.m., Mayor Jones convened the regular meeting in the Council Chamber with Council Members Brietigam, O'Neill, Bui, K. Nguyen and Klopfenstein present.

INVOCATION

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

#### ADOPTION OF A PROCLAMATION DECLARING OCTOBER 2019 AS ENERGY AWARENESS MONTH AND OCTOBER 30, 2019, AS WEATHERIZATION DAY IN GARDEN GROVE

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

A Proclamation declaring October 2019 as Energy Awareness Month, and October 30, 2019, as Weatherization Day in Garden Grove, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
		Jones
Noes:	(0)	None
Absent:	(1)	T. Nguyen

Following the vote, representatives from Community Action Partnership were provided a framed proclamation, and spoke on the Weatherization Program benefiting numerous low income and senior citizens in Garden Grove.

#### ORAL COMMUNICATIONS

Speakers: Tom Raber, Craig Durfey, Mark Steadman, Robin Marcario, Jonathon Swaim, Charles Mitchell, Nicholas Dibs, Maureen Blackmun

#### RECESS

At 7:14 p.m., Mayor Jones recessed the meeting.

#### **RECONVENE**

At 7:21 p.m., Mayor Jones convened the regular meeting in the Council Chamber with Council Members Brietigam, O'Neill, Bui, K. Nguyen and Klopfenstein present.

ADOPTION OF A PROCLAMATION DECLARING OCTOBER 2019 AS ENERGY AWARENESS MONTH AND OCTOBER 30, 2019, AS WEATHERIZATION DAY IN GARDEN GROVE

This matter was considered earlier in the meeting.

#### AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO JOHN DEERE AND CO. FOR THE PURCHASE OF ONE (1) NEW RIDING MOWER FOR THE PUBLIC WORKS DEPARTMENT

Council Member Brietigam requested this matter be brought back to the next meeting for consideration to include more detailed cost information.

#### AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO LOGICALIS, INC. TO PROVIDE TWO (2) F5 LOAD BALANCERS INCLUDING TECHNICAL SUPPORT

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

The Finance Director be authorized to issue a purchase order in the amount of \$67,946.93 for two (2) F5 load balancers, including one year support.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
		Jones
Noes:	(0)	None
Absent	(1)	T. Nguyen

#### RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON OCTOBER 8, 2019 (F: VAULT)

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

Minutes from the meeting held on October 8, 2019, be received and filed.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
		Jones
Noes:	(0)	None
Absent	(1)	T. Nguyen

#### WARRANTS

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

Regular Warrants 655392 through 655555; 655556 through 655809; 655810 through 655965; Wires W2634 through W2645; W2646 through W2652; W2653 through W2657; and Payroll Warrants 183708 through 183731; Direct Deposits D355210 through D355819; and Wires W2634 through W2637, be received and filed as presented in the warrant register submitted that have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
		Jones
Noes:	(0)	None
Absent	(1)	T. Nguyen

#### <u>WAIVER</u>

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

Full reading of ordinances listed be waived.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
		Jones
Noes:	(0)	None
Absent	(1)	T. Nguyen

APPOINTMENT TO FILL A VACANCY ON THE ADMINISTRATIVE BOARD OF APPEALS (CONTINUED FROM SEPTEMBER 10, 2019, SEPTEMBER 24, 2019, AND OCTOBER 8, 2019) (F: 122.2)

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

James Webb be selected to fill the vacancy on the Administrative Board of Appeals.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
		Jones
Noes:	(0)	None
Absent	(1)	T. Nguyen

Council Member Bui expressed concern regarding deadlines imposed on people submitting applications to serve on commissions. In response, the City Clerk stated the purpose of the deadline is for timely listing of appointments on the City Council agenda.

#### CONSIDERATION AND APPROVAL OF THE PARKS, RECREATION AND FACILITIES MASTER PLAN

Following staff presentation, a PowerPoint presentation provided by Richard Fisher of Richard Fisher Associates, and City Council discussion, it was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

The Final Draft of the Parks, Recreation and Facilities Master Plan be approved.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
		Jones
Noes:	(0)	None
Absent	(1)	T. Nguyen

Mayor Pro Tem Klopfenstein requested the Parks, Recreation and Facilities Master Plan be available the next business day on the City's website.

#### FIRST READING AND INTRODUCTION OF AN ORDINANCE ADOPTING THE 2019 CALIFORNIA BUILDING STANDARDS CODE WITH MODIFICATIONS

(As approved earlier in the meeting, it was moved by Council Member O'Neill, seconded by Council Member Bui, and approved by a 6-0-1 vote, that full reading of ordinances listed be waived.)

Following City Attorney Sandoval's presentation and the City Clerk reading of the title, it was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

Ordinance No. 2910 entitled: An Ordinance of the City Council of the City of Garden Grove amending Title 18 of the Garden Grove Municipal Code and adopting by reference the following primary codes with certain amendments, deletions, and addition as thereto: California Building Code, 2019 Edition; California Residential Code, 2019 Edition; California Electrical Code, 2019 Edition; California Mechanical Code, 2019 Edition; California Plumbing Code, 2019 Edition; California Energy Code, 2019 Edition; California Historical Building Code, 2019 Edition; California Fire Code, 2019 Edition; California Existing Building Code, 2019 Edition; California Green Building Standards Code, 2019 Edition; California Referenced Standards Code, 2019 Edition; and certain secondary codes including the International Property Maintenance Code, 2018 Edition, as published by the International Code Council, and the International Code Council, be passed to second reading and calling for a public hearing at the City Council meeting scheduled on November 12, 2019.

The motion carried by a 6-0-1 vote as follows:

 Ayes: (6) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen, Jones
 Noes: (0) None
 Absent (1) T. Nguyen

#### SECOND READING OF ORDINANCE NO. 2909

(As approved earlier in the meeting, it was moved by Council Member O'Neill, seconded by Council Member Bui, and approved by a 6-0-1 vote, that full reading of ordinances listed be waived.)

Following the City Clerk reading of the title, it was moved by Council Member Brietigam, seconded by Mayor Jones that:

Ordinance No. 2909 entitled: An Ordinance of the City Council of the City of Garden Grove approving Amendment No. A-025-2019, a zoning text amendment to Section 9.04.060 of the Garden Grove Municipal Code to add definitions for terms used in existing portions of Title 9 pertaining to the flood hazard overlay zone to meet the minimum requirements of the National Flood Insurance Program, be adopted.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	· · /	None T. Nguyen

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

#### UPDATE ON CODE ENFORCEMENT ACTIVITY PERTAINING TO SHORT-TERM RENTALS IN THE CITY AS REQUESTED BY MAYOR PRO TEM KLOPFENSTEIN

Following Mayor Jones introducing the matter, Mayor Pro Tem Klopfenstein stated that she asked for an update after receiving numerous complaints including residents coming to City Council meetings to express their frustration regarding Short-Term Rentals (STRs). She noted that while there are STRs throughout the City, there is a concentration in District 5 because of the proximity to the tourism corridor and the Anaheim Convention Center.

Assistant City Manager, Lisa Kim, stated that David Dent, Building Official, would be providing a PowerPoint update that documents the previous 18 months of code enforcement efforts to address STRs.

Mr. Dent highlighted the effects and impacts to neighborhoods, the enforcement history and the implementation of using Host Compliance Software to identify where STRs are located, the investigation process, and challenges faced with limited staffing with additional duties.

Following City Council discussion, it was noted by staff that while Host Compliance Software is effective, there are limitations with the program and that there still is a demand on code enforcement staffing.

Mayor Pro Tem Klopfenstein expressed the need to keep up with the enforcement efforts due to the numerous negative impacts to the neighborhoods, and commented on the need for staff to be aware of events in Anaheim that results in increased STR business.

Following further discussion, Mayor Pro Tem Klopfenstein stated that she would like a comprehensive update on Code Enforcement efforts and staffing provided to the City Council early in 2020.

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

Council Member Brietigam announced that Planet Fitness just recently held their grand opening at their new location on Beach and Garden Grove Boulevards, as well as In N Out Burgers opening at this center. He encouraged residents who enjoy creating holiday crafts to contact the City for upcoming holiday boutiques. He also asked that people practice safety on Halloween, and encouraged parents to illuminate their children's costumes and to check their candy. He expressed the need for City Council Members to be informed when political activities are scheduled to take place in city parks, commenting he received complaints regarding an event that took place that he did not know about, and cautioned that political events can become a public safety issue.

Council Member O'Neill announced that the Woman's Civic Club annual holiday boutique will be held on Saturday, October 26, 2019, between 9:00 a.m. through 3:00 p.m.

Council Member K. Nguyen stated that she was at the event brought up by Council Member Brietigam, which featured soap, t-shirt, and food vendors and attended by many Garden Grove residents, and that no issues arose. She announced the following events: On October 23, 2019, Tip a Cop at the Red Robin to raise funds for Special Olympics Athletes; on October 24, 2019, at 3:00 p.m. is the Kia Grand Opening on Harbor Boulevard; on October 24, 2019, at 4:30 p.m. to 7:30 p.m. is Dia De Muertos at the Buena Clinton Youth and Family Center; on October 29, 2019, at 9:00 a.m. to 12:00 p.m. the Latina Nerds will host an "El Valor de un Logo" workshop for the purpose of teaching small business owners to design a professional logo for increasing sales. The workshop is free, will be conducted in

Spanish, and will be held in the Community Meeting Center; and on Monday, November 11, 2019, at 8:00 a.m. to 9:00 a.m. will be a Veterans Day Flag raising ceremony hosted by the City and Representative Lou Correa at OCFA Station 81 on Acacia Parkway across the street from City Hall. More information to follow on this event.

Mayor Pro Tem Klopfenstein cautioned that we are still in mosquito season, and encouraged residents to consider Natrapel wipes that is effective and recommended by Vector Control. She recommended Natrapel spray for door and window screens, to share information with your neighbors, to dump and drain any standing water, and to take precautions. She commented on the number of times she drives up and down Lampson Avenue and sees items such as mattresses or furniture left in the public right of way. She urged people not to dump their used items, but to call Republic Services at 714-238-2444 to schedule a large item pick up.

Council Member Bui announced that on Saturday, October 26, 2019, at the Vietnam War Memorial at Freedom Park in Westminster, there will be services for the 81 former Vietnamese Airborne service men, and four U.S. Naval Air Force service men who perished in 1965, in an air crash, in the middle of the jungle in Vietnam. Over the decades, the four U.S. Service Men have been identified, and the remains of the 81 Vietnamese have been locked up on a military base in Hawaii; however, the Department of Defense has agreed to pass the remains of the Vietnamese soldiers to the Vietnamese Community in Westminster. Former United States Senator Jim Webb will preside over the memorial beginning at 9:00 a.m., and then at 6:00 p.m. there will be a candlelight vigil. He encouraged everyone to come by and pay tribute to the fallen.

Assistant City Manager, Maria Stipe, commented on the annual League of California Cities conference that she attended with Council Member K. Nguyen, noting relevant and educational topics including housing needs, homelessness, and the 2020 Census. She announced that Council Member K. Nguyen was sworn in for her second term as the League of California Cities Orange County Division Large City Representative, and with her appointment to the Board of Directors, Garden Grove will continue to have a significant voice in league policy. She concluded by announcing upcoming freeway closures on the westbound SR-22 between Main Street and La Veta Avenue on ramp from October 28<sup>th</sup> through November 1<sup>st</sup> at 10:30 p.m. to 5:00 a.m.; and full closure of eastbound SR 22 Collector Distributor Road near the City Drive on-ramp from October 28<sup>th</sup> through November 1<sup>st</sup> at 11:30 p.m. to 4:30 a.m.

City Attorney Sandoval stated that there was no reportable action on the closed session matter.

#### **ADJOURNMENT**

At 9:10 p.m., Mayor Jones adjourned the meeting in memory of Edward Royce Sr. The next Regular City Council Meeting will be held on Tuesday, November 12, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC City Clerk

#### Agenda Item - 3.h.

### 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. (Action Item)	Date:	11/12/2019

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:			
Description	Upload Date	Туре	File Name
Warrants	11/6/2019	Warrants	11-12- 19_CC_Warrants_(10-23- 19).pdf
Warrants	11/6/2019	Warrants	11-12- 19_CC_Warrants_(10-24- 19_Payroll).pdf
Warrants	11/6/2019	Warrants	11-12- 19_CC_Warrants_(10-30- 19)pdf
Warrants	11/6/2019	Warrants	11-12- 19_CC_Warrants_(11-01- 19).pdf
Warrants	11/7/2019	Warrants	11-12- 19_CC_Warrants_(11-07- 19_Payroll).pdf

	WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19		
WARRANT	VENDOR	DESCRIPTION	AMOUNT
655966	*BARRAZA, RENE	TRAVEL ADVANCE	60.72 *
655967	*BERENGER, BEAU	TRAVEL ADVANCE	60.72 *
655968	ADMINSURE C/O ASHLEY SELLS	SELF-INS ADMN	16,939.00 *
655969	MARLOW INNOVATIONS INC. DBA AFR ENGINE	OTHER PROF SERV	4,995.00 *
655970	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	52.68 *
655971	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	24,212.37 *
655972	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	11,358.00 *
655973	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV./ATTN:FISCAL	MOBILITY INSP FEE	2,175.00 *
655974	AQUA-METRIC SALES, CO.	WHSE INVENTORY	3,756.15 *
655975	BAY ALARM COMPANY	MAINT OF REAL PROP OTHER MAINT ITEMS	170.00 345.17 515.17 *
655976	BEARCOM	OTHER RENTALS	191.62 *
655977	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	5,866.85 *
655978	BISHOP CO.	WHSE INVENTORY	2,163.06 *
655979	BLAIS & ASSOCIATES, INC.	OTHER PROF SERV	292.89 *
655980	BORDER TIRE	WHSE INVENTORY	1,306.43 *
655981	BOUND TREE MEDICAL LLC	WHSE INVENTORY	202.90 *
655982	CSG CONSULTANTS, INC.	OTHER PROF SERV	1,200.00 *
655983	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	2,894.93 *
655984	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	28.97
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PAGE TOTAL FOR "\*" LINES = 78,243.49

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	AMOUNT	46.70 75.67 *	28.00 *	684.00 *	1,305.75 *	3,706.00 *	5,347.50 *	1,835.36 *	1,630.35 *	794.05 172.66 966.71 *	8,056.47 *	633.76 *	78.40 78.00 156.40 *	35.34 *	2,996.00 *	57.31 *	77.51 *	941.05 *	318,044.31 *	11,282.81 *
	DESCRIPTION	OTHER REC/CULT SUPP	REGISTRATION FEES	MAINT-SERV CONTRACTS	OTHER PROF SERV	OTHER MAINT ITEMS	MAINT-SERV CONTRACTS	OTHER PROF SERV	WHSE INVENTORY	MAINT-SERV CONTRACTS OTHER MAINT ITEMS	GUNS/AMMUNITION	PIPES/APPURTENANCES	DELIVERY SERVICES OTHER PROF SERV	DELIVERY SERVICES	UNIFORMS	OFFICE SUPPLIES/EXP	PAINT/DYE/LUBRICANTS	WHSE INVENTORY	SELF-INS CLAIMS	FURN/MACH/EQUIP REFL
WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19	VENDOR		CHUNG, JANET	CLEANSTREET	COMMUNITY VETERINARY HOSPITAL	CONTINENTAL CONCRETE CUTTING	CONTROL AUTOMATION DESIGN	CRON & ASSOCIATES TRANSCRIPTION, INC.	DANIELS TIRE SERVICE	DIAMOND ENVIRONMENTAL SERVICES	DOOLEY ENTERPRISES, INC.	EWING IRRIGATION PRODUCTS, INC.	EXPERIAN INFO SOLUTIONS INC	FEDERAL EXPRESS CORP	FLASHBANG EARPLUGS	FIVESTAR RUBBER STAMP ETC., INC	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	GANAHL LUMBER COMPANY	CITY OF GARDEN GROVE-WORK COMP ACCT	NPG, INC. DBA GOLDSTAR ASPHALT PRODUCTS PAGE TOTAL FOR "*" LINES = 357,860.30
	WARRANT		655985	655986	655987	655988	655989	655990	655991	655992	655993	655994	655995	655996	655997	655998	655999	656000	656001	8 Page 59 of 261

	AMOUNT	350.00 *	598.78 *	568.77 *	825.00 *	10.89 *	65.03 *	1,454.47 *	277.31 *	750.00 *	890.50 *	10,688.24 *	65.00 *	654.68 *	13,720.52 *	282.22 *	1,083.15 *	4,411.81 *	2,648.36 286.11 2,934.47 *	27.15 *	1,018.75 627.80 1,646.55 *
	DESCRIPTION	MAINT-SERV CONTRACTS	LABORATORY CHEMICALS	OTHER RENTALS	OTHER PROF SERV	MOTOR VEH PARTS	BOOKS/SUBS/CASSETTES	WHSE INVENTORY	FOOD	PROJECT REAPPROP	MOTOR VEH PARTS	ENGINEERING SERVICES	SAFETY EQ/SUPPLIES	OTHER PROF SERV	LIFE INS PREMIUM	UNIFORMS	ASPHALT PRODUCTS	NON-SPEC CONTR SERV	MAINT-SERV CONTRACTS JANITORIAL SUPPLIES	PIPES/APPURTENANCES	WHSE INVENTORY JANITORIAL SUPPLIES
WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19	VENDOR	GREEN'S DISCOUNT GLASS & SCREENS	HACH COMPANY INC	HAZ EQUIPMENT RENTAL	HERRMANN, TIFFANY	HILLCO FASTENER WAREHOUSE	ICC INTERNATIONAL CODE COUNCIL	DANGELO CO	JAY'S CATERING	KOA CORPORATION	LAWSON PRODUCTS, INC.	LEE & RO, INC	LIFECOM, INC.	LIGHTER THAN AIR BALLOONS	LINCOLN FINANCIAL GROUP	GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS	MAGNUM OIL SPREADING INC	MASTER LANDSCAPE & MAINTENANCE	MERCHANTS BLDG MAINT LLC	GARDEN GROVE ACE HARDWARE	SUPERCO SPECIALTY PRODUCTS DIVISION OF MOMAR, INCORPORATED PAGE TOTAL FOR "*" LINES = 41,304.54
	WARRANT	656003	656004	656005	656006	656007	656008	656009	656010	656011	656012	656013	656014	656015	656016	656017	656018	656019	656020	656021	20 99 ∲Page 60 of 261

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
656023	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	1,054.60 *
656024	NAPA AUTO PARTS	MOTOR VEH PARTS	1,826.06 *
656025	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	20,124.50 *
656026	VOID WARRANT		
656027	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	3,995.97 *
656028	VOID WARRANT		
656029	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	6,300.00 *
656030	OCN, IND, WHJ	ADVERTISING	340.00 *
656031	PACIFIC INDUSTRIAL WATER SYSTEMS	MOTOR VEH PARTS	103.00 *
656032	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	400.00 *
656033	PETDATA	OTHER PROF SERV	2,812.30 *
656034	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	734.74 *
656035	PAULUS ENGINEERING, INC.	DEPOSIT REFUND WATER REFUND WTR/SWR CONST CONTR 1.	2,800.00 -409.06 129,445.55 131,836.49 *
656036	PETTY CASH - HUMAN RESOURCES	OFFICIAL HOSPITALITY FOOD BOTTLED WATER OTHER MAINT ITEMS CRAFT SUPPLIES	5.00 27.88 24.95 3.39 47.98 109.20 *
656037	PLAYPOWER LT FARMINGTON INC. C/O ACCOUNTS RECEIVABLE	OTHER REC/CULT SUPP	536.91 *
656038	PRIME TRUCK TIRE SERVICE	REPAIRS-FURN/MACH/EQ	130.00 *
656039	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	135.00 *
926040 926040	QUALITY CODE PUBLISHING	MAINT-SERV CONTRACTS	700.75 *
of 261	PAGE TOTAL FOR "*" LINES = 171,139.52		

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	AMOUNT	2,400.00 *	2,700.00 *	* 00.00	363.01 *	6.02 *	479.45 *	281.11 269.18 550.29 *	390.98 *	775.05 *	575.00 *	3,501.68 *	51,642.99 *	628.25 *	180.80 *	3,914.90 *	350.00 *	17,652.76 *	400.00 *	2,700.00 *	1,218.81 62.83 1,281.64 *	
6	DESCRIPTION	MOTOR VEH PARTS	OTHER PROF SERV	OTHER PROF SERV	OTHER MAINT ITEMS	OFFICE SUPPLIES/EXP	SAFETY EQ/SUPPLIES	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	WHSE INVENTORY	WHSE INVENTORY	MAINT-SERV CONTRACTS	WHSE INVENTORY	MV GAS/DIESEL FUEL	TREES	BOTTLED WATER	WHSE INVENTORY	VIDEO PRODUCTION EXP	OTHER PROF SERV	FOOD	NETWORK COMMUNICT	MOTOR VEH PARTS OTHER MAINT ITEMS	
WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19	VENDOR	RADI'S CUSTOM UPHOLSTERY	THE RAMSAY GROUP	DATA TICKET, INC	ROSEBURROUGH TOOL, INC.	*SANCHEZ, DANIELD	SHOETERIA	SIMPSON CHEVROLET OF GG	SITEONE LANDSCAPE SUPPLY HLDING	SMITH PIPE & SUPPLY COMPANY, INC	SOUTHERN CALIFORNIA GAS CO ML 711D	SOUTHERN COUNTIES LUBRICANTS LLC	SOUTHERN COUNTIES OIL COMPANY	PERFORMANCE NURSERY CORP.	SPARKLETTS	STATE INDUSTRIAL PRODUCTS	HARROD, STEPHEN	SUPERION LLC	TACOS EL BANDIDO	TIME WARNER CABLE	TRUCK & AUTO SUPPLY INC. TrucParCo	= CANTA "" NUT ANTOI
	WARRANT	656041	656042	656043	656044	656045	656046	656047	656048	656049	656050	656051	656052	656053	656054	656055	656056	656057	656058	656059	09 909 ∲Page 62 of 26	;1

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19

	WARRANIS SUBMITTED TO CITL COUNCIL FOR AFFROVAL 10/23/13		
WARRANT	VENDOR	DESCRIPTION	AMOUNT
656061	U.S. ARMOR CORP.	UNIFORMS	436.47 *
656062	U.S. BEHAVIORAL HEALTH PLAN, CA DEPT# 75889	NON-SPEC CONTR SERV	1,402.80 *
656063	UNIFIRST CORP	LAUNDRY SERVICES	2,017.82 *
656064	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	674.80 *
656065	VALLEY POWER SYSTEMS, INC. DEPT 34677	OTHER MAINT ITEMS GEN PURPOSE TOOLS	64.29 195.35 259.64 *
656066	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	170.98 *
656067	GRAINGER	WHSE INVENTORY	2,358.75
		MOTOR VEH PARTS	485.39
			600.98
		OTHER MINOR TOOLS/EQ	228.58
		HAKUWAKE	* 88 676 7
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656068	WALTERS WHOLESALE ELECTRIC	MOTOR VEH PARTS	326.21
		ELECTRICAL SUPPLIES	223.26
		GEN PURPOSE TOOLS	56.90
			10.
656069	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	525.60 *
656070	UNITED WATER WORKS, INC.	WHSE INVENTORY	4,290.84 *
656071	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	619.71
		AGGREGATES/MASONRY	604.11 1,223.82 *
656072	WEST YOST ASSOCIATES	OTHER PROF SERV	98,049.04 *
656073	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	573.00 *
656074	WILDER, CANDY	MED TRUST REIMB	212.17 *
<del>6</del> 56075	WINNERS CIRCLE TROPHY COMPANY	AWARDS/TROPHIES	29.91 *
92002 2029 63	GEORGE YARDLEY COMPANY	PIPES/APPURTENANCES	686.90 *

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656077	GROUP DELTA CONSULTANTS, INC	ENGINEERING SERVICES	7,055.00 *
656078	2-1-1 ORANGE COUNTY	OTHER PROF SERV	1,333.00 *
656079	*VALDIVIA, CLAUDIA	MED TRUST REIMB	169.52 *
656080	MRI SOFTWARE	SOFTWARE	18,122.00 *
656081	BRASOV, HOREN	WATER REFUND	64.96 *
656082	WIGGINTON, KRYSTAL	DEPOSIT REFUNDS	500.00 *
656083	HESTER-ANN LOKELANI REICHERT	DEPOSIT REFUNDS	500.00 *
656084	HAWAII'S DAUGHTERS GUILD, INC	RECREATION REFUND	255.00 *
656085	WINCHELL, WILLIAM M	WATER REFUND	* 897.98
656086	KCS WEST	DEPOSIT REFUND WATER REFUND	2,800.00 -2,029.56 770.44 *
656087	PRAISLER, TOM	DEPOSIT REFUND WATER REFUND	2,800.00 -434.02 2,365.98 *
656088	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	1,295.78 *
656089	ALTEC INDUSTRIES, INC	MOTOR VEHICLE REPL	125,878.34 *
656090	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS	2,418.81 *
656091	GFOA	TUITION/TRAINING	580.00 *
656092	TRAFFIC MANAGEMENT PRODUCTS INC.	OTHER MAINT ITEMS	147.10 *
656093	O'REILLY AUTO PARTS	MOTOR VEH PARTS	600.31 *
656094	FRIMA	REGISTRATION FEES	385.00 *
656095	IMPERIAL SPRINKLER SUPPLY INC	WHSE INVENTORY	304.13 *
96096 2960 29 <b>6</b> 64 c	NATURE'S GROWERS NURSERY	SEEDS/PLANTS	134.42 *
of 261	PAGE TOTAL FOR "*" LINES = 163,777.77		

	WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19		
WARRANT	VENDOR	DESCRIPTION	AMOUNT
656097	TIN LOCKSMITH INC	MOTOR VEH PARTS	380.00 *
656098	CAMFIL, USA INC.	OTHER MAINT ITEMS	306.04 *
656099	KAYE'S KITCHEN	FOOD	220.00 *
656100	REED*, TODD	SAFETY EQ/SUPPLIES	150.00 *
656101	EPOWER NETWORK, INC	MAINT-SERV CONTRACTS	844.34 *
656102	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	318.06 *
656103	KWAN, LIANE Y	L/S/A TRANSPORTATION SUBSISTENCE LODGING OFFICIAL HOSPITALITY	205.90 37.50 272.12 2.00 517.52 *
656104	JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADAMY	INSTRUCTOR SERVICES	1,466.64 *
656105	MEERS, BRYAN	MED TRUST REIMB	113.57 *
656106	THE ORANGE COUNTY HUMANE SOCIETY	OTHER PROF SERV	96,666.64 *
656107	*JONES, STEVEN R	L/S/A TRANSPORTATION	67.29 *
656108	FAIR HOUSING FOUNDATION	OTHER PROF SERV	2,413.81 *
656109	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	WHSE INVENTORY	78.91 *
656110	QSTAR TECHNOLOGY, LLC	FURN/MACH/EQUIP REPL	6,173.91 *
656111	TOPAZ ALARM CORP	OTHER PROF SERV FaCT:OFFICE EXP	35.00 25.00 60.00 *
656112	FLEET SERVICES, INC.	MOTOR VEH PARTS	704.16 *
656113	YO-FIRE SUPPLIES	WHSE INVENTORY OTHER MAINT ITEMS	5,225.22 240.91 5,466.13 *
<sup>₽</sup> 119 2ag <b>e</b> 65 of	SIMPLE SOLUTIONS	OTHER PROF SERV	400.00 *
261	PAGE TOTAL FOR "*" LINES = 116,347.02		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19

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	WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/23/19		
WARRANT	VENDOR	DESCRIPTION	AMOUNT
656115	LIZ VASQUEZ	MED TRUST REIMB DEP CARE REIMB	239.98 598.68 838.66
656116	RAMCO RUGGED PORTABLES	OFFICE SUPPLIES/EXP	298.67
656117	SOUTHERN COMPUTER WAREHOUSE	OFFICE SUPPLIES/EXP	1,010.52
656118	COUNTY OF ORANGE ATTN TREASURER- TAX COLLECTOR	PROPERTY TAXES	696.34
656119	*MEISLAHN, BRETT	SAFETY EQ/SUPPLIES	240.00
656120	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	1,100.32 74.84 1,175.16
656121	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	OTHER PROF SERV	15,205.00
656122	FIREMASTER DEPT. 1019	MAINT-SERV CONTRACTS	580.50
656123	BPS SUPPLY GROUP DBA BELL PIPE & SUPPLY CO	LABORATORY CHEMICALS	720.26
656124	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	172.98
656125	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	1,000.00
656126	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	TELEPHONE OTHER MAINT ITEMS	795.50 1,707.00 2,502.50
656127	HUGHES COMMUNICATION INC DBA: HUGHES NETWORK SYSTEMS LLC	OTHER MAINT ITEMS	0.40
656128	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	STD-XEROX LTD-XEROX FUND BAL-UNAPPR TAXES/LICENSES INTEREST COSTS LONG TERM DEBT	-36.81 5,180.66 -5,143.85 465.48 175.87 5,143.85 5,785.20
ور 99 age 66 of	FLEMING ENVIRONMENTAL INC.	REPAIRS-FURN/MACH/EQ MAINT-SERV CONTRACTS	3,887.65 531.05 4,418.70
261	PAGE TOTAL FOR "*" LINES = 34,644.89		

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AMOUNT	246.85 *	1,530.00 *	438,290.87 *
DESCRIPTION	REPAIRS-FURN/MACH/EQ	MAINT-SERV CONTRACTS	PENSION PAYMENT
VENDOR	GOLDENWEST LAWNMOWERS & SCOOTERS	MICROCEPTION, INC.	PUBLIC EMPLOYEES' RETIREMENT SYSTEM
WARRANT	656130	656131	W2658

PAGE TOTAL FOR "\*" LINES = 440,067.72

FINAL TOTAL 1,610,188.11 \*

DEMANDS #655966 - 656131 AND WIRE W2658 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL OCTOBER 23, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

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PATRICIA SONG - FINANCE DIRECTOR

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183732 183734 183734 183734 183734 183734 183745 183744 183745 183744 1837740 1837742 1837742 1837742 1837742 1837742 1837742 183775 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 183755 193555849 193555849 193555849 193555849 193555849 193555849 1935558657 193555865 19355587 193557 1935577 19355787 1935	JAMES CUNNINGHAM ALEXIS R BAUTISTA-MOYANO DIANE BELAIR JAMES CUNNINGHAM EDWIN O THURMAN JR AARON D DINH ARNULFO GUZMAN JR JACOB THAOSATIEN DANIEL A ZEMBOWER ARNULFO GUZMAN JR JACOB THAOSATIEN COCCE.A. GENERAL COMMUNITY HEALTH CHARITI JAMES CUNNINGHAM (VOID) PHAT T BUI STEPHANIE L KLOPFENSTEIN KIM B NGUYEN PHAT T BUI STEPHANIE L KLOPFENSTEIN KIM B NGUYEN PARELA M HADDAD SCOTT C STILLES MARIA M POLLOCK LIZABETH C VASQUEZ JEFFREY P DAVIS NOELLE N KIM MARIE L MORAN KRISTY H THAL VY D HO VY	2328.43 66.10 637.25 637.25 637.25 637.25 637.25 637.25 637.25 744.00 177.92 869.32 286.10 117.95 2245.94 1927.82 2245.94 1927.82 2245.19 2245.94 1927.82 2245.19 2245.94 1927.82 2266.19 2245.94 1927.82 2266.19 2266.19 2275.16 2275.13 2275	183733 183733 1837337 1837337 1837337 1837739 1837739 1837745 1837745 1837745 1837745 1837745 1837751	ALEXIS R BAUTISTA-MOYANO JUDITH A MOORE MICHAEL F ROCHA ARTHUR J FLORES DEANNA M CHUMACERO STEVEN E GOMEZ STEVEN E GOMEZ EDOUARD T PHAN SAMANTHA B VARGAS SHAYLEN L SINONS MILLIAM ALLISON O.C.E.A. GARDEN GROVE POLICE ASSO GEORGE S BRIETIGAM III STEVEN R JONES DIEDRE THU HA NGUYEN JOHN R O'NEILL STEVEN R JONES DIEDRE THU HA NGUYEN MARITA AVILA BRITTANI L JOHNSON MISSY M MENDOZA ANA E PULIDO SHAUNA J CARRENO DANNY HUYNH I'Y LE I'NDA MIDDENDORF FHUONG VIEN MARIA RAMOS CUONG K TRAN THANH NGUYEN VO YUAN SONG CHRISTI C MENDOZA MARISA ATIN RAMOS SHAMMA A MEDONUGH SELAMAWIT NIGATU ARITANA B BAUTISTA CORINNE L HOFFMAN CHELSEA E LUKAS	
C C C C C C C C C C C C C C C C C C C	E MARVIN R L PETE IREZ CHAVEZ MANALANS	1735.25 1806.31 1922.11 1505.46 1640.16	D355880 D355882 D355884 D355886 D355886 D355888	ANGELA M MENDEZ ANH PHAM ALEXIS B ROMERO GARY F HERNANDEZ DANIEL J SANCHEZ	1707.65 1684.57 1824.53 1631.13 1801.22
**** PA	PAGE TOTAL = 167200.13				

D355889 SANDRA E SEGAWA	3398.43	D355890	ALANA R CHENG	2351.95
D355891 PAUL GUERRERO	3031.85	D355892	LISA L KIM	4635.25
-	876	ഗ	MICHAEL G AUSTIN	3.6
	i n	89	CHRISTOPHER J CRANDALL	573.2
5897	026.2	558	ы	919.9
5899	2574.41	ោ	RALPH V HERNANDEZ	
,	<u>م</u>	D355902	DONALD E LUCAS	4
D355903 SVETLANA MOURE	2087.19	D355904	PHU T NGUYEN	5122.58
D355905 LORENA J QUILLA-SOULES	2440.53	D355906	PEDRO ROQUE	2240.71
D355907 MARCO A VALADEZ	1046.13	D355908	CHRISTOPHER CHUNG	2594.40
D355909 PRIIT J KASKLA	1824.52	D355910	HUONG Q LY	1842.86
D355911 LEE W MARINO	3799.21	D355912	MARIA L MEDRANO	2126.98
D355913 MARIA C PARRA	3525.48	ഹ	GREG BLODGETT	3673.16
- un	2916.17	52	GRACE E LEE	2165.65
D355917 AMEENAH ABU-HAMDIYYAH	1656.50	D355918	ROY N ROBBINS	3248.71
D355919 TIMOTHY E THRONE	1798.54	D355920	ALLISON D WILSON	2057.86
D355921 MICHAEL C BOS	2030.16	D355922	DANIEL J CANDELARIA	4077.54
	2048.08	D355924	KAMYAR DIBAJ	1121.71
	1688.99	ഫ	NICOLAS C HSIEH	2866.22
D355927 ROSEMARIE JACOT	1973.12	D355928	SHAN L LEWIS	2091.49
D355929 NAVIN B MARU	3459.73	D355930	JUAN C NAVARRO	2252.52
	2902.29	D355932	MARK P UPHUS	3510.68
-	2487.06	ഹ	- r n	2347.89
	8602.32	ഹ	KHANG L VU	3193.69
D355937 CHRISTOPHER L ALLEN	1993.85	D355938	JOSHUA J ARIONUS	2141.68
D355939 ALEJANDRO BANUELOS	1419.67	D355940	JAN BERGER	2073.84
LO .	686.30	D355942	TIM P CANNON	2755.21
55943 CARINA	1894.92	D355944	RYAN H DAVIS	1510.82
D355945 RONALD W DIEMERT	2716.46	D355946	CHRIS N ESCOBAR	2405.95
55947 JEREMY J	1319.17	ഹ	ALEJANDRO GONZALEZ	2708.99
-	2500.09	D355950	LARRY GRIFFIN	1569.41
D355951 ROBERT A HAENDIGES	2787.23	D355952	RYAN S HART	2437.92
	2135.23	D355954	VIDAL JIMENEZ	പ
	2605.41	D355956		3603.93
,	437.88	D355958	REBECCA PIK KWAN LI	3424.16
	1605.97	D355960	TYLER MEISLAHN	1883.49
-	3278.23	D355962	JUSTIN M MORRIS	1471.24
55963	120	D355964	BASIL G MURAD	പ്
	1152.50	D355966	ž	9
55967	681.	D355968	ANDREW I ORNELAS	•
	2318.71	D355970	CELESTINO J PASILLAS	4
-		പ്പ	CHRISTOPHER B PRUDHOMME	Ч.
	1685.48	D355974	JESSICA J ROSA	903.7
LES A F	2806.78	D355976	JONATHAN RUIZ	269.
	039	ഹ	ADRIAN M SARMIENTO	г. 9
55979 ALBERT TALAMANTES JR	8	0 0 0	MINH K TRAN	9.6
55981	1239.52	5598	ALEJANDRO N VALENZUELA	9
D355983 KATHLEEN N VICTORIA	1012.49	D355984	RONALD J WOLLAND	1296.74
**** DACE TOTAL - 236311 83				
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D355985 VICTOR K VERGENSEN	2526.78	D355986	ALICE K FREGOSO	1865.86
	687 60	DAGEGRB	PAOLTEL & MANSON	2564 NG
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•	CC. TC/ 7	nı	EDWARD D AMBRIG GARCIA	
	1962.83	4444444	KAYMOND A BUCHLEK	TT34.12
		D355996		1914.53
D355997 GABRIELA R CONTRERAS	2056.89	D355998	JULIE T COTTON	1611.02
D355999 DANIEL A DEL ROSARIO	608.38	D356000	DOROTHY L DUATA	617.76
D356001 ERIC M ESPINOZA	1735.53	D356002	ALBERT R EURS II	2432.04
	700.58	D356004		2393.22
			HEDMIT O HEDMINEZ	1578 66
	863.33		BRENT NATIOR	
	2634.53	D356010	RAUL LEYVA	1927.53
	2082.70	D356012	DIEGO A MEJIA	1776.70
D356013 RIGOBERTO MENDEZ	2376.41	D356014	STEVEN T ORTIZ	2246.71
D356015 PHILLIP Q PHAM	672.91	D356016	RICHARD L PINKSTON	6047.32
D356017 JOSE J ROMAN	633.48	D356018	ALEXIS P TARIN	1444.13
D356019 STEVE J TAUANU'U	3470.85	D356020	SUSAN VITALI	938.73
	732.46	D356022	IOAN ANDREI	959.31
	1548.02	D356024	DONETSHA I, BELL	626.23
TEFEDEV C CANTERIA		130000	TTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT	00 6101
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	1168./3	1356028 227252	CONKAU A FERNANJEZ	770.12
	158.06	D356030	JOKGE GONZALEZ	81.6021
	2017.47	D356032	RONALD D GUSMAN	927.04
-	1137.52	D356034		<u>م</u>
LEONEL	645.43	D356036	DION J MATSON JR	616.14
	1181.94	D356038	DELFRADO C REYES	ς.
	1456.90	D356040	ADRIANNA M RODRIGUEZ	2
D356041 RODERICK THURMAN	1624.46	D356042	EVARISTO VERA	1529.98
D356043 RICHARD L WILLIAMS	1798.06	D356044	ANSELMO AGUIRRE	1874.18
D356045 DOMINIC CAMERA	686.92	D356046	PHILLIP J CARTER	2503.39
D356047 RICK L DUVALL	3378.83	D356048	AARON R HANSEN	2402.55
D356049 HUY HOA HUYNH	814.38	D356050	MATTHEW D ILFELD	1173.60
D356051 BRYAN D KWIATKOWSKI	1477.57	D356052	ALFREDO MARTINEZ	1539.11
D356053 DANIEL C MOSS	1274.73	D356054	ROLANDO QUIROZ	2306.47
D356055 TODD R REED	1837.03	D356056	WILLIAM A SOTO	439.03
D356057 LUIS A TAPIA	2221.42	D356058	MICHAEL W THOMPSON	3238.82
D356059 JOSEPH E TRUJILLO	653.19	D356060	WILLIAM J WHITE	1979.14
D356061 JESSE GUZMAN	2016.71	D356062	MARK M KHALIL	1835.27
D356063 BRETT A MEISLAHN	2031.71	D356064	DOUGLAS A MOORE	1993.33
D356065 ANDREW J MORELAND	566.27	D356066	AUSTIN H POWELL	1873.81
D356067 MELVIN P REED	1451.59	D356068	STEPHEN D SUDDUTH	1239.86
D356069 TIMOTHY WALLINGFORD	2193.13	D356070	SOUMELIA K GOUNTOUMA	1858.52
D356071 ALBERT J HOLMON III	3300.16	D356072	VICTOR T BLAS	3045.59
D356073 FRANK X DE LA ROSA	1677.13	D356074	JOSE GOMEZ	1891.13
D356075 MICHAEL V GUERRERO	1368.99	D356076	BRENT W HAYES	2928.79
D356077 FRANK D HOWENSTEIN	2563.56	D356078	ALLEN G KIRZHNER	4005.28
D356079 BRANDON S NUNES	3.7	D356080	STEPHEN PORRAS	2714.13
**** PAGE TOTAL = 169861.16				

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D356081	JESSE VIRAMONTES	1655.20	D356082	JOHN ZAVALA	3197.70
D356083	YOLANDA A ALVARADO	88.71	D356084	STEPHANIE AMBRIZ	279.14
D356085	JOSELYN D AVALOS	5	D356086	REBECCA J BAILOR	۰ د
D356087	JOSUE BARREIRO MENDOZA	8	D356088	DYLAN J BOGGAN	4
0356089	RACHEL M CAMARENA	1919.41	D356090	RENE CAMARENA	-
D356091	VICTORIA M CASILLAS	1786.53	D356092	RACHAEL M CHOATE	324.95
D356093	AMANDA D CROSS	5	D356094	GISELL L CRUZ	712.25
D356095	KENNETH E CUMMINGS	927.77	D356096	MARLY DELGADO CHAVEZ	376.15
D356097	GARRTELA DIAZ	625 51	D356098		132 20
0200000	CRISELL V EVERASTICO	) –	D356100		2818 96
D356101		24	D356102	VANFSSA I. CAPUTA	05.750
	ATTAR A LEADER	" י	2010220	TACOD D CRANT	
2010000	ALLINA D GUNAALAA			UACUD K GRANI	
2019550	KALYSTA N LUPEZ	242.37	01356106 0010520	ELAINE M MA'AE	2431.49
D356107	JOHANA L MALDONADO	325.39	D356108	LORENA OCHOA MCINTYRE	1671.80
D356109	JESUS MEDINA	1697.80	D356110	JUAN MEDINA	2029.29
D356111	JOHN A MONTANCHEZ	4267.09	D356112	KIRSTEN K NAKAISHI	'n.
D356113	GINA D NECCO	296.20	D356114	JACOB J NEELY	455.49
D356115	NOEL N NICHOLAS	1091.54	D356116	JENNIFER GODDARD NYE	3042.53
D356117	GABRIELA O'CADIZ-HERNAND	2882.45	D356118	NANCY A OCAMPO	137.72
D356119	STEPHANIE ORTIZ	309.56	D356120	CHRISTIAN PANGAN	489.93
D356121	EMILY PATINO MARQUEZ	71.61	D356122	JANET E PELAYO	3203.13
D356123	JESUS PEREZ	628.86	D356124	ALEXA PRADO	<u>،</u>
D356125	SUGEIRY REYNOSO	2442.78	D356126	MARINA Y ROMERO	1859.27
D356127	MARIA D ROSALES	546.11	D356128	TANYA ROSAS	459.80
D356129	AVTU-SALATA	395 67	D356130	RTCARDO SALTUAR	583 75
D356131	DANA MARTE SALICEDO	2025.52	D356132	EMERON J SCHLIMPRERCER	959,79
D356133	KENNETH P TRAVIS III		D356134	CLAUDIA VALDIVIA	2797.11
D356135		22-22 2120 45	D356136	DATSY O VENCES	94 97
D356137		1	D356138	PAIT, F. VICTORTA	1266.64
D356139	TACAT T VITEMONTES	582 B1	0252522		, u
	DAVTD M WITIMES	451 24	DAFA147	MORRIG R CDRLI.	3817 45
1356143	GRANT A NORLE	1478 BD	144 144	2 12	1 (1
D356145	CAPATER A KANECAR	50.51 FL	3013360	4 14	
D356147	VDTCTFN A RACKOTDIC		0110000		57 5191
Pack149	DAV F REY		DAFALED		57. LA 66
D356151	TESENTA CAMPOS	20.2505 20 1981	D356152		4267 46
D356153	HELENA ELSOUSOU	2208.41	D356154	PATRICK E GILDEA	4014.86
D356155	AI KELLY HUYNH	1933.12	D356156	KEIRA LONG	1810.28
D356157	JOHN E REYNOLDS	4149.92	D356158	ASHLEY C ROJAS	1542.17
D356159	REYNA ROSALES	1729.60	D356160	MICHAEL J VISCOMI	5493.92
D356161	GIOVANNI ACOSTA	2262.49	D356162	PEDRO R ARELLANO	3591.24
D356163	TIMOTHY R ASHBAUGH	2504.61	D356164	ALFREDO R AVALOS	4285.54
D356165	COLLIN E BAKER	1782.11	D356166	RENE BARRAZA	3603.81
D356167	BEAU A BERENGER	2779.07	D356168	RYAN S BERLETH	2272.88
D356169	SUMMER A BOGUE	2371.04	D356170	RENZO CHUMBE	1969.46
D356171	GARY L COULTER	2907.27	D356172	CHARLIE DANIELEY III	2373.05
D356173	ISAAC DAVILA	2172.75	D356174	BROC D DUDLEY	2505.00
D356175	STEPHEN C ESTLOW	986.27	D356176	JESUS FAJARDO	2038.06
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D356177 HECTOR FERREIRA JR	2070.83	D356178	KARI A FLOOD	4
D356179 ROBERT D FRESENIUS	1956.43	D356180	JASON S FULTON	SC 1
D356181 VICTORIA A GILL	2046.29	D356182	JOSEPH P GROSS JR	3055.27
D356183 TRAVIS J HADDEN	2452.96	D356184	TROY HALLER	3872.91
D356185 JASON A HOWARD	2566.94	D356186	KIRK P HURLEY	3319.46
D356187 NICKOLAS K JENSEN	2636.35	D356188	EDWARD K KIM	2231.11
-	3967.01	D356190	MARK A LORD	3744.16
_	2630.10	D356192		3653.75
D356193 JEREMY N MORSE	2491.55	D356194	MITCHEL S MOSSER	2877.17
D356195 AARON S NELSON	3167.23	D356196	JASON S PERKINS	4574.62
	2530.41	D356198	COREY T POLOPEK	2571.13
D356199 SINDY RAMIREZ OROZCO	2574.64	D356200	JOHN E RANEY	3328.33
D356201 THOMAS S REED	2367.31	D356202	DANIELLE E RIEDL	2327.04
-	2619.97	D356204	AARON T SHIPLEY	2591.81
D356205 EDGAR VALENCIA	3181.96	D356206	ROYCE C WIMMER	3135.86
	2212.92	D356208	COLE A YNIGUEZ	3740.71
	3257.70	D356210	RICHARD A ALVAREZ-BROWN	2884.21
•••	2860.65	D356212	JOHN F BANKSON	n.
JOSHUA	2281.02	D356214	EVAN S BERESFORD	4397.67
TROY F BOWMAN	2618.74	D356216	JEFFREY A BROWN	0
-	3758.17	D356218		3247.38
-	2719.16	D356220		14961.25
D356221 BRIAN M CLASBY JR	2978.87	D356222	JULIO C CORTEZ	2259.86
-	3568.22	D356224	KEVIN DINH	2866.86
-	5038.54	D356226		1365.83
	2154.67	D356228		1507.46
	5225.48	D356230	SEAN M GLEASON	2671.23
EFRAIN A	2284.09	D356232		2108.71
	2148.43	D356234	ARION J KNIGHT	٥.
	4653.64	D356236	RAPHAEL M LEE	5
	3565.93	D356238	RAFAEL LOERA JR	2666.19
	2427.80	D356240	ROBERTO MACHUCA	3655.82
-	2852.34	D356242	GIANLUCA F MANIACI	2548.15
	3108.62	D356244		2053.65
	3877.97	D356246	K C NGUYEN	2914.00
JOSHUA	3570.68	D356248	STEVEN TRUJILLO ORTIZ	-
OMAR F	2181.58	D356250		<b>ה</b> 1
ERIC T RUZIECKI	<b>H</b> '	D356252	Σ	2695.56
ROBERT	3657.18	D356254	JOHN J YERGLER	m
PAUL W	3234.38	D356256	RYAN V BUSTILLOS	085.
-	2173.03	D356258	MICHAEL K ELHAMI	2556.41
AUSTIN	3401.80	D356260		897
-	036	D356262	RON A REYES	850.1
	697	D356264	LINO G SANTANA	964
-	203	D356266		648
KRISTOFER	803	D356268	κι; κη	929
-	3141	562	BRADLEY A LOWEN	40
D356271 LUIS F RAMIREZ	1,7860.60	D356272	RYAN R RICHMOND	2176.99
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10/24/19 PAGE 6	ł		DUNALU U HUTCHINS	NOLI M WEATING		KANUI & CHUNG	CHKLSTUPHEK C DUVEAS			C DE PADUA	SERGIO J JIMENEZ TAVAREZ	KENTON TRAN	TYLER D VU	KAREN D BRAME	DARRYL B CORTEZ JR.	TAYLOR M DUARTE	JAMES D FISCHER	KYLE N HALEY	KENNETH E MERRILL	EMMANUEL PEREZ	JOSEPH A T PURSLEY	ALFREDO SALGADO JR.	SAMUEL K TOMA	TUONG-VAN NGUYEN VU	FLOR DE LIS ELIZONDO	RAQUEL D MATA	JONATHAN B WAINWRIGHT	MARIA A ALCARAZ	BRITTANEE N BRANTNER	TAMMY L CHAURAN-HAIRGROV	VERONICA FRUTOS	PINKY C HINGCO	ALLYSON T LE	LINDALINH THU LY	DAWN M MONTOYA		KIMBRA S VELLANOWETH	SHANNON M YELENSKY	KATHERINE M FRANCISCO		ROBERT D LUX		2	4					NICHOLAS A DE ALMEIDA LO	
	ì	P12955U	02025U		U329426U	282925U	D356284	9829650	D356288	D356290	D356292	D356294	D356296	D356298	D356300	D356302	D356304	D356306	D356308	D356310	D356312	D356314	D356316	D356318	D356320	D356322	D356324	D356326	D356328	D356330	D356332	D356334	D356336	D356338	D356340	D356342	D356344	D356346	D356348	D356350	D356352	D356354	D356356	D356358	D356360	D356362	D356364	3563	8959650	
RANT REGISTER BY WARRANT NUMBER	-	35.2415	2386.16	00.2510	3438.40	91.8/2	226.16	09.565	149.77	3213.08	462.65	305.60	387.61	1770.64	1823.62	282.95	3584.48	319	1845.91	1690.26	3567.33	1728.24	12907.59	925.01	4659.73	2484.97	502	3552.90	495	1383.34	1602.58	1978.72	944	2120.44	1955.29	1954.37	2086.34	647	2327.99	2178.60	042	2576.69	228	2983.98	258	٠	711.1	ωc	2304.LJ	
PAYROLL WARRA			MICHAEL E GERUIN						JOHN O OJEISEKHOBA	CARL J WHITNEY	JOSEPH A GARCIA	JULIAN TAPIA	CALEB I VAUGHN	FRANCISCO AVALOS JR		PAUL E DANIELSON	KORY C FERRIN	VICTORIA M FOSTER	CHAD B KIM	MICHAEL A MOSER	DOUGLAS A PLUARD	LUIS A OUIROZ	CHARLES W STARNES	DON Q TRAN	RICHARD O BURILLO	PATRICIA C FLINN	REBECCA S MEEKS	DAVID C YOUNG		CARISSA L BRUNICK	RUSSELL B DRISCOLL	DAVID L GEORGE	SHELBY KEUILIAN	ANGELA LEDESMA	MARIA C MCFARLANE	TRINA T NGUYEN		CHRYSTAL L WEYKER		AMANDA B GARNER	LAUREN M LADD	MELISSA MENDOZA-CAMPOS	CRISTINA V PAYAN	TANYA L SAMOFF		MARSHA D SPELLMAN	SANTA WARDLE	CLAUDIA ALARCON	BKTAN U DALTON	<b>PAGE TOTAL</b> = 211512.38
		D356273	2/2955U	1120000	D356279	1356281	D356283	C82965U	D356287	D356289	D356291	D356293	D356295	D356297	D356299	D356301	D356303	D356305	D356307	D356309	D356311	D356313	D356315	D356317	D356319	D356321	D356323	D356325	D356327	D356329	D356331	D356333	D356335	D356337	D356339	D356341	D356343	D356345	D356347	D356349	D356351	D356353	D356355	D356357	D356359	D356361	D356363	D356365	7.959550	**** PAG

TAMES D FRANKS	I J GIFFORD 2739.	HERRERA 3480.	THI A HUYNH 3261.03	GERALD F JORDAN 2680.52		DEREK M LINK 3907.91	STEVEN W LUKAS 1504.53	248	31	401	PAUL M TESSIER 2827.23	<i>u</i> )	ERIC A QUINTERO 3788.65	MARY C CERDA 1999.11	0	JANY H LEE 3536.06	v	CAITLYN M STEPHENSON 2023.28	695	$\sim$	CANDY G WILDER 3069.34	HANG 2651.5	CESAR GALLO 2552.79	GEOFFREY A KLOESS 3110.46	NOEL J PROFFITT 3141.14	JOSEPH M SCHWARTZ 2337.82	TERREL KEITH WINSTON 3467.41	SO CAL CU 46184.00	GREAT WEST LIFE 457 #340 91317.37	INTERNAL REVENUE SERVICE 293057.93		
18487 69 DIA56370	318.41 D35637	836.98 D3	.06	3092.39 D356378		.88 D3	2561.47 D356384	.97 D3563	.70 D3	2185.68 D356390	.20	918.94	.17	. 89	6	5	3.33	.96 D35	3.64 D3	.90 D35	425.66	133.53	861.15 D3	1708.16 D356418	530.62 D3	039.3	2120.38 D356424	15792.23 D356426	4231.94 W2638	2389.37 W2640	91990.27	
D356369 RICHARD & DESBIENS		D356373 STEVEN H HEINE	D356375 WILLIAM T HOLLOWAY	D356377 MICHAEL J JENSEN	D356379 PATRICK R JULIENNE	D356381 LEA K KOVACS	D356383 DAVID LOPEZ	D356385 MATTHEW P MARCHAND	D356387 ADAM C NIKOLIC			D356393 DENNIS WARDLE	D356395 RONALD A DOSCHER	D356397 JANNA K BRADLEY	D356399 BRANDI M HART	D356401 LIANE Y KWAN	- •		LAURA J SJ	_			VERNA	D356417 ERNIE E HINGCO	~		D356423 ROD T VICTORIA	D356425 POLICE ASSN	D356427 SOUTHLAND CU	W2639 GREAT WEST LIFE OBRA#340	W2641 EMPLOYMENT DEVELOPMENT D	**** PAGE TOTAL = 726990.89

PAGE

10/24/19

PAYROLL WARRANT REGISTER BY WARRANT NUMBER

Checks #183732 thru #183755, and Direct Deposits #D355419 thru #D356427, and wire #W2638 thru #W2641 presented in the Payroll Register submitted to the Garden Grove City Council 12 NOV 2019, have been audited for accuracy and funds are available for payment thereof.

29,641.59 1,480,916.72 478,754.94

24 611

TOTAL CHECK PAYMENTS TOTAL DIRECT DEPOSITS TOTAL WIRE PAYMENTS

4 639

GRAND TOTAL PAYMENTS

1,989,313.25

PATRICIA SONG - FINANCE DIRECTOR

10/30/19
APPROVAL
FOR
COUNCIL
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SUBMITTED
WARRANTS

	WARKANTS SUBMITTED TO CITI COUNCIL FOR AFFROVAL 10/30/13		
WARRANT	VENDOR	DESCRIPTION	AMOUNT
650276	NGUYEN, D DUY MD	REV & VOID	-972.00 *
651367	*LEYVA, ERICK	REV & VOID	-142.59 *
651377	PMW ASSOCIATES	REV & VOID	-428.00 *
656016	LINCOLN FINANCIAL GROUP	REV & VOID	-13,720.52 *
656132	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,860.26 *
656133	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,426.27 *
656134	EMPLOYMENT DEVELOPMENT DEPT ATTN: WAGE GARNISHMENT	WAGE ATTACHMENT	159.12 *
656135	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	327.00 *
656136	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	448.40 *
656137	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
656138	AT&T CORP	TELEPHONE	l,547.68 *
656139	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	349.30 *
656140	CITY OF GARDEN GROVE	WATER	103.56 *
656141	VOID WARRANT		
656142	SO CALIF EDISON CO	ELECTRICITY	5,459.81 *
656143	SO CALIF GAS CO	NATURAL GAS	62.07 *
656144	TIME WARNER CABLE	CABLE	281.62 *
656145	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS OTHER MAINT ITEMS	577.50 48.59 626.09 *
9 <sup>9146</sup> Pag <mark>8</mark> 59	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	130.98
of 261	PAGE TOTAL FOR "*" LINES = 2,439.57		

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
		STREET CONSTR CONT	344,155.82 344,286.80 *
656147	MAYELOWER DISTRIBUTING CO	OTHER REC/CULT SUPP	69.20 *
656148	*BANUELOS, ALEJANDRO	DEP CARE REIMB	333.33 *
656149	BAY ALARM COMPANY	MAINT OF REAL PROP	1,424.91 *
656150	*BEX, RAY	TRAVEL ADVANCE	160.00 *
656151	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,465.40 *
656152	BUREAU VERITAS NORTH AMERICA INC	OTHER PROF SERV UNIFORMS	29,273.98 3,300.00 32,573.98 *
656153	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	5,218.22 *
656154	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	212.64 *
656155	CARMEN'S FIT MIND, FIT BODY/ THERAPEUTIC EXERCISE	OTHER PROF SERV OTHER AGR SUPPLIES OTHER MINOR TOOLS/EQ	375.00 1,639.17 278.50 2,292.67 *
656156	CLEANSTREET	OTHER BLD/EQ/ST SERV	3,363.00 *
656157	COASTLINE EQUIPMENT	MOTOR VEH PARTS	399.38 *
656158	COMMUNITY VETERINARY HOSPITAL	POLICE CANINE EXP	246.25 *
656159	WM CURBSIDE, LLC AT YOUR DOOR	OTHER PROF SERV	1,800.00 *
656160	DROFBOX, INC	TAXES/LICENSES	2,400.00 *
656161	COMMUTE WITH ENTERPRISE	OTHER RENTALS	3,790.00 *
65 <b>6</b> 162	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	615.71 *
ი 65 <del>8</del> 163	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	612.00 *
650164	FIVESTAR RUBBER STAMP ETC., INC	OFFICE SUPPLIES/EXP	21.20 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
656165	*FRANCISCO, KATHERINE	MED TRUST REIMB	60.00 *
656166	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	152.85 *
656167	FRYE SIGN CO	MOTOR VEH PARTS	616.00 *
656168	GARCIA, SYLVIA	MED TRUST REIMB	358.04 *
656169	*GIFFORD, ROBERT	TRAVEL ADVANCE	178.00 *
656170	GUZMAN, JESSE	EMPL COMPUTER PURCH	2,500.00 *
656171	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	6,201.25 *
656172	HARRIS & ASSOCIATES, INC	ENGINEERING SERVICES	12,500.00 *
656173	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	18.93 *
656174	HILL'S BROS LOCK & SAFE INC	OTHER MAINT ITEMS OTHER MINOR TOOLS/EQ	32.63 300.69 333.32 *
656175	THE HOME DEPOT PRO	WHSE INVENTORY JANITORIAL SUPPLIES	1,610.37 331.34 1,941.71 *
656176	*HUYNH, THI	TRAVEL ADVANCE	178.00 *
656177	INTELEPEER CLOUD COMMUNICATIONS, LLC	TELEPHONE	1,876.36 *
656178	INTERVAL HOUSE	OTHER PROF SERV	37,461.52 *
626179	JAY'S CATERING	FOOD	350.36 *
656180	KNORR SYSTEMS, INC. ACCOUNTS RECEIVABLE	OTHER MINOR TOOLS/EQ	635.84 *
656181	L.C. ACTION POLICE SUPPLY	GUNS/AMMUNITION	1,599.00 *
65 <del>6</del> 182	*LEE, GRACE	DEP CARE REIMB	192.30 *
6 <b>%</b> 0183	LEIGHTON AND ASSOCIATES INC	CITY WATER SERVICES	5,500.00 *
779f 26	GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS	UNIFORMS	2,125.86 *
51	PAGE TOTAL FOR "*" LINES = 74,779.34		

PAGE TOTAL FOR "\*" LINES = 74, 779.34

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
656185	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	249.75 *
656186	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	241.98 *
656187	NIAGARA PLUMBING	PIPES/APPURTENANCES	148.01 *
656188	R.J. NOBLE COMPANY	OTHER MAINT ITEMS STREET CONSTR CONT	2,047.41 752,371.42 754,418.83 *
656189	ARC DOCUMENT SOLUTIONS, LLC	ADVERTISING	13.81 *
656190	ORANGE COUNTY CIRCUIT BREAKERS	HEAVY EQUIP RENTAL	43.10 *
656191	OCN, IND, WHJ	ADVERTISING	350.00 *
656192	ORANGE COUNTY WELDING, INC.	REPAIRS-FURN/MACH/EQ OTHER MAINT ITEMS	500.00 680.00 1,180.00 *
656193	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	1,970.00 *
656194	*QUIROZ, ROLANDO	SAFETY EQ/SUPPLIES	240.00 *
656195	RDO EQUIPMENT CO.	MOTOR VEH PARTS	654.92 *
656196	RADI'S CUSTOM UPHOLSTERY	MOTOR VEH PARTS	1,950.00
656197	REDFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	30,800.00
656198	ROYAL ARMS	EURN/MACH/EQ ADDS	1,910.50
626199	SELECTRON TECHNOLOGIES, INC	OTHER PROF SERV	10,425.00
656200	SAFETY 1st PEST CONTROL, INC	MAINT-SERV CONTRACTS OTHER BLD/EQ/ST SERV	725.00 150.00 875.00
656201	SHIELDS, HARPER, & CO	MOTOR VEH PARTS	789.62
202 agg 78 of	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV DUES/MEMBERSHIPS	63.00 31.50 94.50
261	DACE TOTAL FOR "*" LINES = 806.355.02		

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PAGE TOTAL FOR "\*" LINES = 806, 355.02

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-14

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656203	SIMPLOT PARTNERS	INSECTICIDES	807.96 *
656204	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	1,424.96 *
656205	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	51.11 *
656206	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	1,825.92 *
656207	SPARKLETTS	BOTTLED WATER	168.20 *
656208	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,865.30 *
656209	STEVEN ENTERPRISES, INC.	PHOTO/BLUEPRINT SUPP	83.27 *
656210	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	40,970.21 *
656211	*STROUD, BRIAN	TRAVEL ADVANCE	178.00 *
656212	SUN BADGE COMPANY	UNIFORMS	886.56 *
656213	T-MOBILE USA, INC.	OTHER PROF SERV	250.00 *
656214	TRAN, CUONG K	DEP CARE REIMB	2,000.00 *
656215	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	32.51 *
656216	U.S. ARMOR CORP.	UNIFORMS	881.80 *
656217	UNIFIRST CORP	LAUNDRY SERVICES	966.65 *
656218	UNITED RENTALS NORTHWEST, INC	HEAVY EQUIP RENTAL AGGREGATES/MASONRY	1,092.53 233.27 1,325.80 *
656219	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	2,385.48 *
656220 65	GRAINGER	WHSE INVENTORY GEN PURPOSE TOOLS OTHER MINOR TOOLS/EQ	1,201.91 1,162.78 116.44 2,481,13 *
o €51 99 o	GRAND VALLEY BANK-FRONTIER C/O WALLACE & ASSOC CONSULTING	ENGINEERING SERVICES	30,835.50 *
f 261	PAGE TOTAL FOR "*" LINES = 89,420.36		

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
656222	WALTERS WHOLESALE ELECTRIC	HEAVY EQUIP RENTAL	147.54 *
656223	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	907.20 *
656224	WAXIE SANITARY SUPPLY	WHSE INVENTORY	2,138.25 *
656225	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	48,203.50 *
656226	*WHITNEY, CARL	EMPL COMPUTER PURCH	2,500.00 *
656227	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	46,146.60 *
656228	YELLOW CAB OF GREATER OC	L/S/A TRANSPORTATION	25.00 *
656229	*VALDIVIA, CLAUDIA	DEP CARE REIMB	192.30 *
656230	MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL	220.00 *
656231	P.L. HAWN COMPANY, INC. AIR FILTRATION & POLLUTION CONT	AIR COND SUPPLIES	54.38 *
656232	ECOWATER SOCAL	BLDG PERMIT REFUND PLMBNG PERMIT REFUND FEE REFUND	104.00 7.60 12.00 123.60 *
656233	BROWN, KAREN	MILEAGE REIMB	88.16 *
656234	CAO, QUYNH	DEPOSIT REFUNDS	75.00 *
656235	SUZARA, ESTELA	WATER REFUND	321.79 *
656236	DEPARTMENT OF CONSERVATION DIV OF ADMIN SVCS, ACTG OFFICE	PERMITS/OTHER FEES	2,190.33 *
656237	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	489.26 *
656238	SCOTT EQUIPMENT	MOTOR VEH PARTS	1,110.85 *
656239	TIM HOGAN GRAPHICS	OTHER PROF SERV	5,509.72 *
ි Page 80 of	GREENBRIER TERRACES	DEPOSIT REFUNDS ROOM FEE REFUND	100.00 939.60 1,039.60 *
<sup>:</sup> 261	PAGE TOTAL FOR "*" LINES = 111,483.08		

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656241	PMW ASSOCIATES	TUITION/TRAINING	420.00 *
656242	WESTERN WATER WORKS	WHSE INVENTORY	349.09 *
656243	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	747.14 *
656244	SOUTHLAND MEDICAL LLC	SAFETY EQ/SUPPLIES	351.45 *
656245	GOVERNMENT TAX SEMINARS LLC	DUES/MEMBERSHIPS	860.00 *
656246	GREENFIELDS OUTDOOR FITNESS	SAFETY EQ/SUPPLIES	140.08 *
656247	AUTOMOTIVE TRAINING AUTHORITY, INC.	TUITION/TRAINING	498.00 *
656248	CITY OF BREA ADMINISTRATIVE SERVICES	BOOKS/SUBS/CASSETTES	51,713.00 *
656249	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	821.70 *
656250	ADVANCED CAR CARE INC	TIRES/TUBES	232.34 *
656251	O'REILLY AUTO PARTS	MOTOR VEH PARTS	327.97 *
656252	*HANSEN, AARON	MV GAS/DIESEL FUEL	20.00 *
656253	CSMFO	TUITION/TRAINING	1,000.00 *
656254	DIRECTV	CABLE TV SERVICE	150.23 *
656255	PACIFIC COAST BOLT CORP	WHSE INVENTORY	513.30 *
656256	A-THRONE CO., INC.	OTHER RENTALS	143.74 *
656257	MEERS, BRYAN	DEP CARE REIMB	192.30 *
656258	LABSOURCE, INC.	WHSE INVENTORY	113.10 *
656259	THE ORANGE COUNTY HUMANE SOCIETY	OTHER PROF SERV	450.00 *
65 <u>6</u> 260	ISERI, ALEXANDER	PHOTO PROC/ENGRAVING	255.00 *
656261 656261	BANNER BANK	STREET CONSTR CONT	39,598.49 *
2929 81 99 20	*VICTORIA, ROD	DEP CARE REIMB	192.30 *
61	PAGE TOTAL FOR "*" LINES = 99,089.23		

PAGE TOTAL FOR "\*" LINES = 99,089.23

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
656263	STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	20,825.04 *
656264	HF&H CONSULTANTS, LLC	OTHER PROF SERV	12,540.75 *
656265	YO-FIRE SUPPLIES	WHSE INVENTORY PIPES/APPURTENANCES	2,628.27 161.55 2,789.82 *
656266	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	2,139.46 *
656267	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	150.00 *
656268	VOID WARRANT		
656269	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS SAFETY EQ/SUPPLIES	11,617.95 430.98 12,048.93 *
656270	SOUTHERN COMPUTER WAREHOUSE	OFFICE SUPPLIES/EXP	755.59 *
656271	INFOSEND, INC.	POSTAGE PRINTING OTHER PROF SERV PAPER/ENVELOPES	5,400.28 2,259.62 679.30 666.01 9,005.21 *
656272	MAYER PRINTERS	PAPER/ENVELOPES	233.81 *
656273	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	953.51 19.47 972.98 *
656274	NICHOLS CONSULTING ENGINEERS, CHTD	OTHER PROF SERV	1,850.00 *
656275	KLOESS, GEOFFREY	DEP CARE REIMB	153.69 *
656276	CARTRAC	OTHER PROF SERV	2,083.00 *
65 <u>6</u> 277	TARGET CORPORATION MAIL STOP NCB-01PU	OTHER MAINT ITEMS	280.59 *
65 <b>8</b> 278	ALBERTSONS	OTHER FOOD ITEMS	53.97 *
6 2295 3295 96	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	MAINT-SERV CONTRACTS	11,713.50
\$1	PAGE TOTAL FOR "*" LINES = 65,882.84		

PAGE TOTAL FOR "\*" LINES = 65,882.84

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		DISPATCH SERVICES OTHER PROF SERV OTHER MAINT ITEMS	48,525.00 8,354.00 1,707.00 70,299.50 *
656280	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	OTHER PROF SERV	8,120.00 *
656281	BILL'S SOUND & SECURITY	OTHER PROF SERV	621.00 *
656282	VIRAMONTES, JESSE	EMPL COMPUTER PURCH	2,500.00 *
656283	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	691.65 *
656284	COMMUNITY SENIORSERV	OTHER PROF SERV	5,000.00 *
656285	NGUYEN, D DUY MD	RENT SUBSIDY	972.00 *
W2 65 9	CALIF STATE BOARD OF EQUALIZATION	FEE REFUND UNIFORMS MEDICAL SUPPLIES LABORATORY CHEMICALS CANINE EXPENSES OTHER PROF SUPPLIES GEN PURPOSE TOOLS MINOR FURN/FQUIP SAFETY EQ/SUPPLIES OTHER MINOR TOOLS/EQ PINS/MEMENTOS FURN/MACH/EQUIP REPL	441.68 246.68 44.08 113.89 172.19 80.28 65.10 78.75 23.22 395.56 395.56 3,709.00 *
W2660	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	2,186.29 *
W2661	MARYLAND CHILD SUPPORT ACCOUNT CASE # 980094958	WAGE ATTACHMENT	343.38 *
W2662	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	608,389.50 *
W2663	REYNOLDS, MICHELE	WAGE ATTACHMENT	461.54 *
Meed Meed	SHANNON WAINWRIGHT	WAGE ATTACHMENT	553.85 *
و دو کچو of 26	CITY OF GARDEN GROVE-LIABILITY ACCT	LEGAL FEES MUN CLAIMS BD PMT	54,375.09 17,384.08
1	DACF TOTAL FOR "*" LINES = 703.847.71	1	

VENDOR

WARRANT

DESCRIPTION

71,759.17 \*

AMOUNT

PAGE TOTAL FOR "\*" LINES = 71,759.17

FINAL TOTAL 2,426,341.01 \*

DEMANDS #656132 - 656285 AND WIRES W2659 - W2665 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL OCTOBER 30, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

TRICIA SONG - FINANCE DIRECTOR

AMOUNT 1,049.00 *	2,245.00 *	5,424.00 *	1,376.00 *	1,813.00 *	* 00.898	341.00 *	* 00.606	814.00 *	3,819.00 *	506.00 *	4,020.00 *	891.00 *	2,000.00 *	1,186.00 *	1,136.00 *	3,752.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR ADAMS, WILLIAM	ALISO VIEJO 621, LP	ALFINE APTS	AMCAL OCEANA FUND, LF OCEANA APARTMENTS	ANAHEIM REVITALIZATION II PART	ANAHEIM REVITALIZATION IV PARTNERS, LP	ANAHEIM REVITALIZATION PARTNERS III L.P	AYERS, MARILISA BRADFORD	BAHIA VILLAGE MOBILEHOME PARK	BUI JR, RICHARD	BUI JR, RICHARD	BUI, JIMMY QUOC	BUI, LAN HUYNH NGOC	BUI, PHAT	BUI, SON MINH	BUI, TAN H.	BUI, THINH
WARRANT 656286	656287	656288	656289	656290	656291	656292	656293	656294	656295	656296	656297	656298	656299	656300 J	ese 301 age 85	<sup>202</sup> 999 of 261

AMOUNT 1,268.00 *	1,243.00 *	1,076.00 *	1,062.00 *	1,080.00 *	4,713.00 *	1,774.00 *	1,091.00 *	1,259.00 *	935.00 *	3,130.00 *	4,025.00 *	1,305.00 *	4,758.00 *	1,748.00 *	1,429.00 *	2,200.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR													LTD			
BUI, TINH TIEN	CALKINS, RONALD	CHAMBERLAIN, DAVID T.	CHANTECLAIR APTS	CHEN, DAVID	CHOI, JOON	CHRISTMAN, ROBERT	CHU, MEI-LING	CLARY, KIM	CONCEPCION, RODRIGO	CRESTWOOD ON 7, LLC	CROCKETT, JACK	CUNG, KHA T	DAISY VI ASSOCIATES L'	DANG, STACY HOA TUOI	DINH, КІМ-АNН Т	DO, DOMINIC HẠU
WARRANT 656303	656304	656305	656306	656307	656308	656309	656310	656311	656312	656313	656314	656315	656316	656317	98 956318 98 956318	66319

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UNT 1,112.00 *	2,592.00 *	1,025.00 *	2,043.00 *	1,347.00 *	2,245.00 *	1,308.00 *	1,523.00 *	293.00 *	1,189.00 *	1,090.00 *	1,236.00 *	1,234.00 *	8,659.00 *	1,089.00 *	1,873.00 *	4,207.00 *
AMOUNT 1, 1	2,5	1, 0:	2, 0	1, 3,	2,2	1,3(	1,53	N	1,1	1,0	1,23	1,20	8, 65	1,08	1,8	4,2(
DESCRIPTION SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SCROW	SUBSIDY	SUBSIDY	RENT SUBSIDY
DI RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	HAP-ESCROW	RENT	RENT	RENT
													ROW ACCT			
VENDOR													AUTHORITY-ESCROW ACCT			
ONG				Д	HELMUT		THI	U, LLC	APARTMENTS	DENS APT	APTS	LE A	GROVE HOUSING A	ТS		LLC
DO, KIEN TRONG	ро, тно	DO, THUAN	DO, TIM	DOAN, DINH	DONNER, HEI	DUONG, LAN	DUONG, CHI T	EL CAMINO LU, LLC	ELDEN EAST APARTMENTS	EMERALD GARDENS APT	EUCLID PARK APTS	FULLWOOD, DALE	GARDEN GROV	GEORGIAN APTS	GIA VU, INC	GROVE PARK LLC
WARRANT 656320	656321	656322	656323	656324	656325	656326	656327	656328	656329	656330	656331	656332	656333	656334 G	e26335 age 87	261 cof 261

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AMOUNT 1,003.00 *	1,189.00 *	972.00 *	3,997.00 *	660.00 *	1,140.00 *	1,053.00 *	2,017.00 *	1,847.00 *	1,486.00 *	2,286.00 *	2,031.00 *	3,310.00 *	1,124.00 *	1,896.00 *	9,419.00 *	1,077.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY		RENT SUBSIDY
VENDOR HA, MANH MINH	HANSEN, RICHARD D	HARA, KULJIT	HARA, STEVE	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	HO, THOMAS P	HOANG, LIEN	HOFFMAN, NICK	HUANG, CHONG WEI	HUYNH, JOANNE	HUYNH, NATALIE N	HUYNH, NGHIA TRUNG	HUYNH, TRANG	JEANNE JURADO TRUSTEE	JOHNSON, LINDA	JOMARC PROPERTIES LTD	JOSEPH & KIM CORP.
WARRANT 656338	656339	656340	656341	656342	656343	656344	656345	656346	656347	656348	656349	656350	656351	656352 J	age 88	<sup>₽</sup> 56939 of 261

AMOUNT 1,108.00 *	4,434.00 *	33,790.00 *	+ 00°866	1,256.00 *	752.00 *	242.00 *	1,275.00 *	3,265.00 *	1,324.00 *	787.00 *	1,059.00 *	2,269.00 *	2,191.00 *	1,090.00 *	970.00 *	1,042.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR				NO												
KAO, JUN-WEI	KDF HERMOSA LP	KDF MALABAR LP	KDF SEA WIND LP	KINGMAN GARDENS CORPORATION	KLEIN, MARTIN	KOLSY, M I	KUNZMAN, WILLLIAM	LE FAMILY TRUST	LE, ANH	LE, DON	LE, DONALD	цЕ, НИҮ	LE, NGHIA V	LE, TRACEY	LE, VIET Q.	LE, YENNHI
ат 355	356	357	358	359	860	361	162	163	164	65	166	67	68	69	70	71
WARRANT 656355	656356	656357	656358	656359	656360	656361	656362	656363	656364	656365	656366	656367	656368	656369 65	ور وروع age 89	1269 0f 261

AMOUNT 2,395.00 *	831.00 *	1,254.00 *	2,210.00 *	1,240.00 *	1,227.00 *	2,230.00 *	1,190.00 *	* 00.06	2,796.00 *	1,243.00 *	3,468.00 *	2,361.00 *	2,320.00 *	2,264.00 *	376.00 *	1,465.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	H			ORD, LLC		М Т	HOME PARK			1				G		
LE, BAO GIA	LE-MUNZER, HOABINH	LEONG, DOUG	LIAO, ALICE	LL PROPERTY LANDLORD, LLC	LUONG, BUI	MACDONALD, WILLIAM T	MAGIC LAMP MOBILE HOME PARK	MAH, LARRY	MAI, JENNIE THUY	MAI-NGUYEN, HANH T	MAMMEN, TERRY	MANNIL, SUPUNNEE	MAO, ZHIYAN	MIDWAY INTEREST LP	MIYAMOTO, JEAN	NAGHIBI, ALI
WARRANT 656372	656373	656374	656375	656376	656377	656378	656379	656380	656381	656382	656383	656384	656385	656386 	ege 90	<sup>8882959</sup> of 261

AMOUNT 1,326.00 *	836.00 *	5,284.00 *	1,363.00 *	4,797.00 *	1,086.00 *	4,404.00 *	972.00 *	1,666.00 *	1,687.00 *	1,293.00 *	1,985.00 *	1,027.00 *	1,768.00 *	1,416.00 *	831.00 *	1,257.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR		ũ		NVESTMENTS, LP								Η				
NGO, ANDREW	NGO, KIM	NGO, MARY	NGO, HOA KIM	NGUYEN'S FAMILY INVESTMENTS, LP	NGUYEN, BACH THI	NGUYEN, BICHLE T	NGUYEN, D DUY MD	NGUYEN, FRANK M	NGUYEN, HOC VAN	NGUYEN, LE THUY	NGUYEN, LINDA MAI	NGUYEN, LOAN THANH	NGUYEN, MAI	NGUYEN, NICOLE U	NGUYEN, QUANG M	NGUYEN, QUOC KIM
WARRANT 656389	656390	656391	656392	656393	656394	656395	656396	656397	656398	656399	656400	656401	656402	656403 Ju	e56404 b6 958404	<sup>50792902</sup> of 261

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AMOUNT 3,620.00 *	1,036.00 *	1,020.00 *	2,733.00 *	1,920.00 *	2,576.00 *	575.00 *	1,469.00 *	1,582.00 *	1,241.00 *	2,004.00 *	1,097.00 *	1,174.00 *	2,104.00 *	3,474.00 *	2,457.00 *	1,271.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
NGUYEN, STEVE T	NGUYEN, STEVEN	NGUYEN, TAM N	NGUYEN, THANH VAN	NGUYEN, THUY T.	NGUYEN, UYEN	NGUYEN, VINH K	NGUYEN, VY & NGUYEN, THI	NGUYEN, NICOLE UYEN	NGUYEN, PAULINE KIMPHUNG	NGUYEN, SHERRY LIEU	NGUYEN, TON SANH	NGUYEN, TRACY	NGUYEN-TU, THUY-TIEN	NORTHWOOD PLACE	ORRWAY APTS HOMES, LLC	PALMA VISTA APTS, LLC
WARRANT 656406	656407	656408	656409	656410	656411	656412	656413	656414	656415	656416	656417	656418	656419	656420 J	656421	cf 261

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*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 1,504.00	762.00	1,099.00	1,290.00	2,956.00	1,225.00	1,202.00	1,278.00	1,989.00	1,007.00	1,638.00	1,445.00	1,243.00	1,044.00	1,016.00	1,439.00	2,773.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR PARCIES INVESTMENT	PARK VISTA APTS	PARK, CHONG PIL	PATTUMMADITH, SUWAPANG	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	PEAR TREE VILLAGE APTS, LLC	PHAM, ANH THI	PHAM, DAVID DUNG	PHAM, KHANH CONG	PHAM, QUYEN	FHAM, TUNG	PHAM, VANTHI	PHAM, LOAN ANH THI	PHAN, VAN KHANH	PHAN, VIVIAN	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	PLAZA WOODS, LLC
WARRANT 656423	656424	656425	656426	656427	656428	656429	656430	656431	656432	656433	656434	656435	656436	656437 G	656438 656438	626439 of 261

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UNT 1,337.00 *	1,580.00 *	724.00 *	1,098.00 *	1,373.00 *	1,741.00 *	1,564.00 *	1,184.00 *	2,824.00 *	370.00 *	1,242.00 *	1,063.00 *	3,180.00 *	1,656.00 *	2,157.00 *	1,907.00 *	830.00 *
AMOUNT 1, 3	1,		1,	1,	1,	1,	1,	2,		1,	1,	e,	1,	2,	1,	
DESCRIPTION SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	RENT SUBSIDY
DI RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT .	RENT (	RENT 2	RENT (
VENDOR PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	RANCHO ALISAL	RAYMOND AND LYNN RUAIS	S.E. AMSTER	SCHWERMAN, CELESTE	SILO NORTHEAST, LLC	та, сатну	TERESINA APARTMENTS	THE KELVIN APARTMENTS	THE KNOLLS	THE OVERLOOK	THOMSON EQUITIES	THOMSON EQUITIES	TIC INVESTMENT COMPANY LLC	TIC INVESTMENT COMPANY LLC NORTHWOOD PLACE APARTMENTS	TON, VINH THAT	TRAN, EDWARD T
WARRANT 656440	656441	656442	656443	656444	656445	656448	656449	656450	656451	656452	656453	656454	656455	656456 Ba	94 95 65 64 57	e <sup>2 e4 2 8</sup> 0f 261

*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 637.00	847.00	1,039.00	986.00	614.00	1,093.00	812.00	1,166.00	3, 680.00	1,079.00	2,519.00	1,290.00	840.00	620.00	1,312.00	1,086.00	1,682.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR TRAN, ERIC	TRAN, THERESA T	TRAN, PHUONG THUY	TRAN-NGUYEN, LIEN KIM	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	TRINH, TRANG N	TRUONG, BAY LE	TRUONG, THUAN BICH	TRUONG, THUAN BICH	TRUONG, SON BICH	TURI, ANGELO S	VELASTEGUI, MARCO	VILLA CAPRI ESTATES	ИІИН, ТНИА	VISTA DEL SOL APARTMENTS	VISTA DEL SOL APTS	VO, KIMCHI
NT 459	460	461	462	163	164	165	166	167	168	171	172	173	174	175	176	77
WARRANT 656459	656460	656461	656462	656463	656464	656465	656466	656467	656468	656471	656472	656473	656474	656475 Sd	<sup>يور</sup> age 95	of 261

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*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 657.00	1,100.00	1,410.00	1,059.00	1,103.00	1,452.00	1,723.00	1,243.00	5,093.00	2,732.00	2,625.00	1,520.00	1,228.00	1,909.00	2,352.00	1,167.00	1,829.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR VO, NAM T	VO, TIN TRUNG	VPM BRIDGES APTS	VPM MANAGEMENT	VPM SHER LANE LP	VU, THAI	VU, DANNY	WEST, NEIL E	WINDSOR-DAWSON LP	WINDWOOD KNOLL APARTMENTS	WOODBRIDGE WILLOWS	WOODBURY SQUARE	YIANG, VINCE	15915 LA FORGE ST WHITTIER LLC	19822 BROOKHURST, LLC	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	ABCO CROWN VILLA, LTD
тт 178	[79	80	81	82	83	84	85	86	87	88	68	06	285	285	285	285
WARRANT 656478	656479	656480	656481	656482	656483	656484	656485	656486	656487	656488	656489	656490	W656285	w656285 ed	وي هوي age 96	<sub>3865</sub> 85 موتور 261 of

DESCRIPTION AMOUNT RENT SUBSIDY 33,273.00 *	RENT SUBSIDY 2,076.00 *	RENT SUBSIDY 9,321.00 *	RENT SUBSIDY 21,051.00 *	RENT SUBSIDY 1,386.00 *	RENT SUBSIDY 4,559.00 *	RENT SUBSIDY 3,746.00 *	RENT SUBSIDY 12,978.00 *	RENT SUBSIDY 1,094.00 *	RENT SUBSIDY 3,509.00 *	RENT SUBSIDY 1,978.00 *	RENT SUBSIDY 5,704.00 *	RENT SUBSIDY 942.00 *	RENT SUBSIDY 713.00 *	RENT SUBSIDY 5,295.00 *	RENT SUBSIDY 3,566.00 *	
VENDOR ACACIAN APTS	ACT EQUITIES, LLC	13251 NEWLAND LLC	ACACIA VILLAGE	8080 BEVER PLACE-NEGBA LLC	12911 GALWAY ST, LLC	7632 21ST ST LP	2300 W EL SEGUNDO, LP	8572 STANFORD, LLC	ALFRED P VU & JULIE NGA HO, LLC	ALIBULLA, REHANA	AEGEAN APARTMENTS	ADRIATIC APTS	ADVANTAGE PROPERTY MANAGEMENT	ALAI, PARVIZ	ALLARD APARTMENT, LLC	
WARRANT W656285	W656285	W656285	W656285	W656285	W656285	W656285	W656285	W656285	W656286	W656286	W656286	W656286	W656286	w656286	de 9287 8656287	of

AMOUNT 644.00 *	2,025.00 *	1,827.00 *	5,593.00 *	1,196.00 *	1,448.00 *	1,183.00 *	1,577.00 *	4.00 *	1,167.00 *	428.00 *	1,572.00 *	1,208.00 *	14,270.00 *	1,216.00 *	5,814.00 *	940.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR MEI CHU		HOUSING	PLAZA APTS		FC				NVESTMENTS INC	ENT PARTNERS, LL	RD 44, LLC	& JASON NGUYEN INVESTMENT LLC	TS, LP		ROP TWO, LP	IES, LLC
ALTAMIRANO, CHIN MEI CHU	ALTEZA, INC	AMERICAN FAMILY HOUSING	ANAHEIM SUNSET PLAZA APTS	AOU, CHUNG NAN	ARBOR VILLAS, LLC	ARJON, TIMOTEO	ATTIA, EIDA A	AUDUONG, PAUL	AUGUSTA GROUP INVESTMENTS INC	ARROYO DEVELOPMENT PARTNERS, LL	ARTESIA BOULEVARD 44,	BACH & JASON NG	AYNEM INVESTMENTS, LP	BANH, HA	BARRY SAYWITZ PROP TWO,	BEHRENS PROPERTIES, LLC
WARRANT W656288	W656288	W656289	W656292	W656292	W656292	W656292	W656292	W656292	W656292	W656292	W656292	W656293	W656293	W656294	86 W656294	be56294 0f 261

AMOUNT 1,442.00 *	1,200.00 *	1,121.00 *	2,938.00 *	2,119.00 *	1,161.00 *	23,026.00 *	1,546.00 *	3,471.00 *	3,206.00 *	3,034.00 *	1,116.00 *	1,260.00 *	712.00 *	1,745.00 *	1,014.00 *	1,154.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR BELAGE PRESERVATION, LP	BERTRAN, JAIME OR MAGALI	BHALANI, ANIL	ИС	S, ADEL A	BOWEN PROPERTY, LLC	BOZARJIAN, MAI	вкасна, ѕнаү	BRE PARAGON MF INVESTMENT LP	BRIAR CREST / ROSE CREST	BROWN, SHARON OR NORMAN	BUENA PARK SUNRISE APTS LP	BEACH CREEK APARTMENTS	BERTINA PANG LOH CHANG	BAKER RANCH AFFORDABLE LP	BARRETT, BRETT A	BORTHWICK, KELLY
BELAGE	BERTRA	BHALAN	ВНАТТ,	BOUTROS,	BOWEN	BOZARJ	BRACHA	BRE PA	BRIAR	BROWN,	BUENA	BEACH	BERTIN	BAKER	BARRET	BORTHW
WARRANT W656294	W656294	W656294	W656294	W656294	W656294	W656294	W656294	W656294	W656294	W656294	W656294	W656294	W656294	w656294 ed	66 a65 62 94 66 865 62 94	of 261

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AMOUNT 1,033.00 *	2,273.00 *	1,055.00 *	536.00 *	1,799.00 *	2,396.00 *	2,320.00 *	1,305.00 *	2,333.00 *	2,344.00 *	1,005.00 *	1,156.00 *	1,660.00 *	2,352.00 *	1,779.00 *	1,580.00 *	1,518.00 *
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR BEACHWOOD VILLAGE APARTMENTS	NTS, INC			D.	Х	÷	I THI			NH				TRIET THO-MINH	AL LLC	НО Т
BEACHWOOD VI	BMN INVESTMENTS,	BUI, BACH	BUI, DUNG	BUI, DANIEL	BUI, KIMBERLY	BUI, LAI	BUI, KIMLOAN THI	BUI, MINH Q	BUI, MONICA	BUI, NGA HUYNH	BUI, LONG	BUI, SON VAN	BUI, THUAN	BUI, TRIET T	C.S.T. CAPITAL	CAI-NGUYEN, THU T
WARRANT W656294	W656294	W656296	W656296	W656296	W656297	W656297	W656297	W656298	W656298	W656298	W656298	W656300	W656302	ме56303 Ра	есезоз мегезоя ge 10(	د ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳ ۳

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TION AMOUNT DY 1,524.00 *	)Ү 1, 625.00 *	у 1,217.00 *	УХ 984.00 *	дҮ 4,617.00 *	4,449.00 *	УУ 1,939.00 *	уү 912.00 *	у 1,310.00 *	0Y 2,241.00 *	у 2,740.00 *	)Y 1,583.00 *	λγ 943.00 <b>∗</b>	)Y 6,194.00 *	у 2,302.00 *	3,924.00 *	УҮ 5,428.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR BURLEY, DAVID M	CAMBRIDGE HEIGHTS, LP	CAO, MYTRANG	CAO, PHUOC GIA	CASCADE TERRACE APARTMENTS	CASA MADRID	CASCINO, DAVID G.	CHAN, KOU LEAN	CHAN, TIFFANNIE L.	CHAN, MIN OR TRAN, CHIEN	CHANG, EVELYN	CHANG, SHERRI	CHANG, WARREN	CHATHAM VILLAGE APTS	CHAU, ALICE	CHEN, DENNIS KYINSAN	CHEN, SHIAO-YUNG
WARRANT W656303	W656304	W656304	W656304	W656304	W656304	W656304	W656305	W 65 63 05	W656305	W656305	W656305	W656305	W656306	M656306	9089306 Me26306 Nge 10	9069306 Me26306 1 of 261

AMOUNT 23,489.00 *	1,271.00 *	8,422.00 *	1,398.00 *	1,242.00 *	1,410.00 *	1,059.00 *	1,602.00 *	1,631.00 *	5,120.00 *	1,059.00 *	1,433.00 *	4,512.00 *	441.00 *	1,249.00 *	1,791.00 *	4,724.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	Q			(0												NERS LP
CHEN, T C	CHARLESTON GARDENS, LLC	CHEN, TZU CHIANG	CHAU, KENNY	CHERRY WEST PROPERTIES	CHEUNG, STEPHEN	СНЕҮ, РАИГ М	CHIANG, LI-YONG	СННИМ, NARITH	CHONG, DON J G	СНИИ, ЈОНИ	CINCO TRAN, LLC	CHUNG, KYU B	CITRUS GROVE, LP	CLIFTON, KATHLEEN P	COLACION, KATHY D	COMMUNITY GARDENS PARTNERS
LRRANT W656306	W656306	W656306	W656306	W656307	W656307	W656307	W656307	W656307	W656308	W656310	W656310	W656310	W656310	W656311	6311	6311
WARRANT W6563	W65	W65	W65	W65	W65	W65	W65	W65	W65	W65	W65	W65	W65	ese Pa	ي هge 102	<sup>T1E959M</sup> 2 of 261

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WARRANT W656311 W656311 W656312	VENDOR CONCEPCION, NORMA S CO, PONCH CONCORD MGMT LLC	DESCRIPTION RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	AMOUNT 1,142.00 * 1,015.00 * 622.00 *
W656312	CONNOR PINES LLC	RENT SUBSIDY	10,952.00 *
W656312	CONTINENTAL GARDENS APTS	RENT SUBSIDY	15,094.00 *
W656312	COURTYARD VILLAS	RENT SUBSIDY	8,237.00 *
W656312	COY, CHRISTINE OR FREEMAN, CYNTHIA	RENT SUBSIDY	1,255.00 *
W656312	CORNER CAPITAL INVESTMENTS	RENT SUBSIDY	771.00 *
W656314	CRUZAT, KERILYN	RENT SUBSIDY	1,038.00 *
W656314	CTC INVESTMENT GROUP, INC	RENT SUBSIDY	1,254.00 *
W656315	CUNG, KHANH	RENT SUBSIDY	2,670.00 *
W656315 W656315	DAC,NGHIA HO OR PHAN VE TU CURTIS FAMILY TRUST		
M656315 W656316 W756316 W75631	DAI, HUONG NGOC D1 SENIOR IRVINE HOUSING PARTNERS, LP DAM, BINH DINH DANG, ANNIE	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	1,105.00 * 1,290.00 * 1,241.00 * 1,715.00 *

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AMOUNT 1,255.00	2,083.00	1,435.00	962.00	1,122.00	208.00	3, 523.00	3,840.00	2,019.00	1,207.00	2,317.00	824.00	2,123.00	951.00	1,296.00	1,057.00	1,338.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR			THI			EN				DAO-PHAM, LOC THI OR PHAM, LUONG-NGUYEN	CHELLE	TS II				
DANG, CHINH VAN	DANG, MIKE M	DANG, DAVID	DANG, THANH-THUY THI	DAO, JOSEPH N	DAO, MINH	DAO, NELSON NGUYEN	DAO, TRU	DAO, TU VAN	DAO, NGOC-THUY	DAO-РНАМ, LOC TH	DAVIS, SON OR MICHELLE	DE ANZA PLAZA APTS	DEWYER, CLARA J.	DIEP, HOI TUAN	DINH, CHINH	DINH, HAI
WARRANT W656316	W656316	W656316	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317 6	ge 104	сте 2169 1 of 261

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*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 2,002.00	1,593.00	2,635.00	1,064.00	2,246.00	4,645.00	1,144.00	1,378.00	1,714.00	2,023.00	1,225.00	1,055.00	1,472.00	1,545.00	14,354.00	1,906.00	2,377.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
DINH, HANH	DINH, KATHLEEN	<b>DINH, КАТН</b> Ү	DINH, KIM	DINH, LAN THAI	DINH, LONG T	DINH, NHU Y	DINH, THU V.	DINH, TUAN	DINH, Y NHA	DDA LLC	DEERING II FAMILY L.P.	DAVIS, RICHARD	DINH, THANH	DNK PROPERTY LLC	DO, BRANDON BINH	DO, BYRON
WARRANT W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656317	W656318	W656318	1656318	81829318 8626318 5 of 261
WA			<b>4</b> 4	حبا	حرا	حر	6	<b>د</b> ر	<b>E</b> 1	23	2	2	2	Pa	age 10	5 of 261

*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 2,756.00	1,022.00	4,357.00	1,678.00	1,315.00	1,005.00	2,080.00	838.00	3,512.00	1,032.00	654.00	660.00	2,487.00	1,526.00	1,616.00	2,119.00	1,526.00
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR														D		
DO, DAITRANG	DO, JONATHAN	DO, MINH C.	DO, MINH TAM	DO, MY-PHUONG	DO, NANCY	DO, SELENA	ро, тниү тні	DO, TINA	DO, XUYEN THI	DOAN, HARRY	DOAN, HOAI T	DOAN, HUY	DOAN, KYLAM	DOAN, NHA & JOANNE TRANG VU	DOAN, PHUONGNGA THI	DOAN, THANH QUE
WARRANT W656318	W656319	W656320	W656320	W656320	W656320	W656320	W656322	W656323	W656323	W656324	W656324	W656324	W656324	W656324 d	901 ab	<sup>₽</sup> 656324 9 of 261

AMOUNT 1,848.00 *	1,394.00 *	4,822.00 *	951.00 *	3,864.00 *	3,072.00 *	891.00 *	5,260.00 *	2,434.00 *	1,418.00 *	1,348.00 *	2,304.00 *	950.00 *	2,639.00 *	852.00 *	1,437.00 *	4,919.00 *
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR		TMENTS, LLC			ARTMENTS, LP	M A.	skoup, llc	TLC		AULINE NGUYEN, LLC				LLC		
DOHANH, WILLIAM D	DOIDGE, JERRY	DOLCE VITA INVESTMENTS,	DONG, MINH TRANG	DOAN, HIEP THI	DORADO SENIOR AFARTMENT	DOWD III, WILLIAM A.	DSN INVESTMENT GROUP, LLC	DTP INVESTMENTS,	DU, CHRISTINE H.	DUC NGUYEN AND PAULINE	DUNNETT, DAVID F	DUONG, HONG MANH	DUNN, DAVID C	DUCATO GARDENS,	DUONG, LOM	DUONG, MINH B
WARRANT W656324	W656324	W656324	W656324	W656324	W656325	W656325	W656325	W656325	W656325	W656325	W656325	W656325	W656325	w656325 ed	ge 107	M656326 V of 26

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AMOUNT 1,296.00 *	1,142.00 *	2,122.00 *	1,928.00 *	559.00 *	1,382.00 *	179.00 *	7,250.00 *	813.00 *	2,502.00 *	360.00 *	6,583.00 *	2,662.00 *	2,481.00 *	780.00 *	1,081.00 *	981.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR DUONG, THAI VAN	DUONG, HUNG Q	EASTWIND PROPERTIES, LLC	EHLE, GERALD	DYO, GLADYS	EDLUND, DANIEL T	EL PUEBLO APTS	EL RAY PARTNERS, LLC	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	ELIAS CAPITAL GROUP, LLC	ENGEL, TERRY C	EVERGREEN ESTATE EXPANSION LLC	FAIRVIEW MGMT COMPANY	FAN, BOONE	FBC APARTMENTS	FIELDS, FLOYD H	FINCH, WENDY
WARRANT W656326	W656327	W656327	W656327	W656327	W656327	W656328	W656328	W656329	W656329	W656330	W656331	W656331	W656331	M656331	0656331 B <b>Ge</b> 108	1865 1865 1800 1800

DESCRIPTION AMOUNT SUBSIDY 2,269.00 *	IDY 1,473.00 *	IDY 1,314.00 *	IDY 1,184.00 *	IDY 1,555.00 *	1DY 4,494.00 *	IDY 1,235.00 *	IDY 14,755.00 *	IDY 6,871.00 *	IDY 993.00 *	IDY 2,532.00 *	IDY 1,103.00 *	IDY 1,015.00 *	IDY 3,729.00 *	IDY 632.00 *	IDY 1,606.00 *	IDY 971.00 *
DESCRIFT RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR FIVE POINTS SENIOR APTS	FOREVERGREEN EXPANSION, LLC	FOUNTAIN GLEN AT ANAHEIM HILLS	FRECHTMAN, WILLIAM	FREEDOMPATH PROPERTIES, LLC	FU CRAIG FA, LLC	FREMONT 2225	FRANCISCAN GARDENS APTS-	FG GOLDENWEST SENIOR APTS, LP	GANZ, KARL	GARCIA, ALBINO	GARCIA, NORMA OR WILLIAM	GARDEN BAY APARTMENTS, LLC	GARDEN GROVE HOUSING ASSOCIATE	GARZA, CAROL	GERMAIN, AARON & CASSANDRA	GIACALONE, BRIGITTE
WARRANT W656331	W656331	W656331	W656331	W656331	W656331	W656331	W656331	W656331	W656332	W656332	W656332	W656332	W656333	м656333 В	901 abi 108	32 9 of 261

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WARRANT W656335	VENDOR GIGI APARTMENTS	DESCRIPTION RENT SUBSIDY	AMOUNT 1,986.00 *
W656335	GLENHAVEN MOBILODGE	RENT SUBSIDY	385.00 *
W656335	GOMEZ, HENRY S.	RENT SUBSIDY	1,540.00 *
W656335	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	392.00 *
W656335	GREENFIELDSIDE, LLC	RENT SUBSIDY	3,021.00 *
W656335	GREEN, WILLIAM	RENT SUBSIDY	1,199.00 *
W656335	GIERS WELLS PARTNERSHIP	RENT SUBSIDY	3,152.00 *
W656336	GROVE PARK L.P.	RENT SUBSIDY	61,428.00 *
W656337	GULMESOFF, JIM	RENT SUBSIDY	6,078.00 *
W656337	GUSTIN, TIMOTHY M	RENT SUBSIDY	707.00 *
W656337	GUYUMJYAN, GINA	RENT SUBSIDY	3,087.00 *
W656337	на, рас т	RENT SUBSIDY	1,211.00 *
W656337	НА, КНІЕМ Q	RENT SUBSIDY	1,025.00 *
W656337	HA, CASIE	RENT SUBSIDY	2,117.00 *
W656338	HA, TRAN D	RENT SUBSIDY	2,806.00 *
38	HA, TRIET M.	RENT SUBSIDY	1,119.00 *
80 of 261	HALL & ASSOCIATES, INC.	RENT SUBSIDY	4,545.00 *

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AMOUNT 1,974.00 *	1,061.00 *	1,974.00 *	1,819.00 *	3,414.00 *	1,465.00 *	1,186.00 *	23,967.00 *	1,363.00 *	1,873.00 *	1,497.00 *	4,688.00 *	2,291.00 *	1,290.00 *	2,291.00 *	1,140.00 *	1,077.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR LINDA		HANSON, CLIFTON & BRENDA	STEVEN	E PARK	HERITAGE VILLAGE	HERITAGE VILLAGE ANAHEIM	HARBOR GROVE LUXURY APARTMENTS	HILLIARD, SHERRY OR RICHARD	HMZ RESIDENTIAL PARK LP	RY HOI	HIEP OF DAO, NGOC THUY	KEVIN TRIEU	LIEN KIM	PAULINE	HIGHLAND FINANCE INVESTMENTS CORP.	
HAN, LI	HAH, YU	HANSON,	HAU, ST	HERITAGE PARK	HERITAG	HERITAG	HARBOR	HILLIAR	HMZ RES	но, неику ног	но, ніе	но, кеv	но, цте	HO, PAU	HIGHLAN	НО, ТІМ
WARRANT W656338	W656338	W656339	W656341	W656341	W656341	W656341	W656341	W656342	W656342	W656342	W656342	W656342	W656342	W656342 M	0656342 M656342	8656343 W656343 M656343

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AMOUNT 3,705.00 *	1,305.00 *	1,156.00 *	* 00.899	1,073.00 *	1,053.00 *	961.00 *	* 00.898	1,228.00 *	1,069.00 *	1,139.00 *	1,348.00 *	1,007.00 *	1,315.00 *	2,579.00 *	3,551.00 *	+ 00°886
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY					
VENDOR HOANG, JAMES	HOANG, LAN T	HOANG, LONG	HOANG, TRACY	HOANG, TUAN	HOANG, LANG	HOANG, NHAN TIEN	HOLTZMAN, ROSEMARY LC	HOPPE, SALLY	HOWELL, ARLENE J	HSU, CHANG-HUA LIU	ниа, цис	HUERTA, DANIEL	HUNTINGTON WESTMINSTER APT, LLC	HUSS, DON	HUYNH, CHEN THI	HUYNH, FELIX
WARRANT W656343	W656343	W656344	W656344	W656344	W656344	W656344	W656345	W656345	W656345	W656345	W656345	W656346	W656346	M656346 0	0026346 112	99 98 95 98 2 of 261

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AMOUNT 1,230.00 *	1,100.00 *	2,106.00 *	* 969.00	588.00 *	1,249.00 *	1,032.00 *	1,249.00 *	162.00 *	2,377.00 *	1,244.00 *	1,805.00 *	5,137.00 *	2,362.00 *	1,780.00 *	3,145.00 *	1,011.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR HUYNH, KELVIN	HUYNH, LOAN	НОҮИН, МІИН НИҮ	HUYNH, MINH T MAI	НИХИН, РИІLIР	HUYNH, SALLY B	HUYNH, SCOTT THANH OR LE, KIM DONG T	HUYNH, LONG BAO	Ηυγνη, Τονγ	HUYNH, THAI C	HWANG, C.M.	IMPERIAL NORTH HOLDINGS, LLC	IMPERIAL NORTHWEST HOLDINGS	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	J & E ESTATES, LLC	J.D. PROPERTY MANAGEMENT, INC	JANESKI, JERRY
WARRANT W656347	W656347	W656347	W656347	W656348	W656348	W656348	W656348	W656348	W656348	W656350	W656350	W656350	W656350	w656350	0350 Me <sup>26350</sup> ge 113	022939M 3 of 261

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NN AMOUNT 1,059.00 *	1,980.00 *	8,343.00 *	1,204.00 *	2,322.00 *	1,592.00 *	1,275.00 *	1,841.00 *	2,118.00 *	1,067.00 *	2,150.00 *	1,339.00 *	9,379.00 *	11,432.00 *	675.00 *	1,349.00 *	1,962.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR HWINN, TUE T	JEAN, NARIYA	JG & B CORPORATION	JGKALLINS INVESTMENTS LP	JOHNSON, NATHAN D.	JENSEN SOMMERVILLE CONZELMAN CO. LP	JTK & ASSOCIATES	JTM BAYOU, LLC	JU, LIN J	JU, FRED	KAID MALINDA INVESTMENT INC	KAMAT, JAIDEEP	JUNG SUN NOH	KASHI TRUST	KATELLA MOBILE HOME ESTATES	KAY VEE, LLC	KCM INVESTMENTS LLC
WARRANT W656350	W656350	W656351	W656351	W656351	W656351	W656354	W656354	W656354	W656354	W656354	W656354	W656354	W656355	w656355 6	222 <sup>2</sup> 11• nge	<sup>2222</sup> <sup>2223</sup> <sup>2228</sup> <sup>2228</sup> <sup>2228</sup> <sup>2228</sup> <sup>2228</sup>

AMOUNT 1,633.00 *	4,372.00 *	2,661.00 *	4,178.00 *	1,728.00 *	2,322.00 *	1,532.00 *	2,447.00 *	681.00 *	1,061.00 *	3,384.00 *	65.07 * 1,080.00 *	1,195.00 *	809.00 *	4,704.00 *	892.00 *	1,249.00 *
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	PORTABILITY ADMIN RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
JOR																
VENDOR KD RENT	KEH, LU-YONG	KEITH AND HOLLY CORPORATION	KELLEY, ROBERT	KENSINGTON GARDENS	KHA, DAN VAN	КНА, САМ МҮ	KHEANG, SETH S	KHUU, HENRY THAI	KIM, MELVIN LEE	KIM, SON H	KING COUNTY HOUSING AUTHORITY KING COUNTY HOUSING AUTHORITY	KING, BERNARD	KIM, DAVID S	KING INVESTMENT GROUP, INC	KIM, JONG WAN	KIM, HARRY H
WARRANT W656355	W656358	W656358	W656358	W656358	W656358	W656358	W656358	W656358	W656358	W656358	W656358 W656358	W656358	W656358	822938 Page	8289328 8115 c	8929328 Me261

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WARRANT W656359	VENDOR KITSELMAN, KENT M	DESCRIFTION RENT SUBSIDY	AMOUNT 1,328.00 *
W656360	KNK PROPERTIES	RENT SUBSIDY	7,595.00 *
W656360	KLUNK, MARILYN	RENT SUBSIDY	3,912.00 *
W656361	KPKK, LLC	RENT SUBSIDY	976.00 *
W656362	KUO, EDWARD	RENT SUBSIDY	2,490.00 *
W656362	KURZ, JOAQUIN	RENT SUBSIDY	4,408.00 *
W656362	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	1,059.00 *
W656362	LAKESIDE ASSOCIATION	RENT SUBSIDY	3,224.00 *
W656362	LALLY, JULIE	RENT SUBSIDY	1,574.00 *
W656362	LALLY, STEVE	RENT SUBSIDY	1,238.00 *
W656362	LAM, ANDRE	RENT SUBSIDY	1,451.00 *
W656362	LAM, CHAU	RENT SUBSIDY	6,086.00 *
W656362	цам, нат	RENT SUBSIDY	4,765.00 *
W656362	LAM, HOLLY AND STEVE	RENT SUBSIDY	2,322.00 *
w656362 8d	LAM, QUOC D	RENT SUBSIDY	1,583.00 *
age 110	LAM, THONG KIM	RENT SUBSIDY	2,288.00 *
<sup>29</sup> 29363 Mec 29363 Mec 2010	LAM, TONY	RENT SUBSIDY	520.00 *

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AMOUNT 997.00 *	12,629.00 *	6,715.00 *	1,027.00 *	1,085.00 *	2,438.00 *	2,139.00 *	32,337.00 *	2,407.00 *	1,987.00 *	2,598.00 *	1,518.00 *	2,162.00 *	994.00 *	1,236.00 *	1,124.00 *	1,757.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
VE LAM, MAI	LAMPLIGHTER VILLAGE APTS	LAMY OANH LLC	LANDA, SALVADOR	LARDERUCCIO, SAL	LAU, STEPHEN	LAM, HUNG	LAGUNA HILLS TRAVELODGE LLC	LAZENBY, JOHN	LA, TUYET B	LADERA WNG II, LLC	LAS PALMAS APTS	LAMPSON EP, LLC	LAM, THUY T	LE MORNINGSIDE, LLC	LE, BILL B.Q.	LE, CHRIS
WARRANT W656362	W656362	W656362	W656362	W656362	W656362	W656362	W656362	W656362	W656362	W656362	W656362	W656362	W656362	w656363 Ъ	age 11	₹989 9.05 9.05 7 of 261

UNT 1,362.000 1,596.000 2,324.000 1,075.000 1,967.000 2,978.000 2,358.000 1,972.000 1,802.000 1,439.000	1,363.00 1,182.00 2,062.00 1,880.00 2,738.00
AMOUNT 1,36 1,59 2,32 2,32 2,97 2,97 2,97 1,97 1,97 1,80	1,
RENT SUBSIDY RENT SUBSIDY	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY
NO NO NO NO NO NO NO NO NO NO NO NO NO N	
VENDOR	
LL QUANG THI TOAN TOAN C C C	JNC JI
LE, DANIEL LE, HIEN QUANG LE, HUNG LE, HUY LE, JOHN T LE, JOHN TOAN LE, JOHN TOAN LE, LANN CHI THI LE, LANH C LE, LANH VAN LE, LANH VAN	LE, LY PHUONG LE, LYAN LE, MICHAEL LE, NGA LE, NGAT THI
WARRANT W656364 W656366 W656366 W656367 W656367 W656367 W656367 W656367 W656367 W656367 W656367	M656367 W656367 W656367 W656367 W656367 W656367 W656367 W656367 W656367

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AMOUNT 518.00 *	1,042.00 *	1,202.00 *	760.00 *	1,123.00 *	3,612.00 *	2,177.00 *	1,077.00 *	619.00 *	1,741.00 *	1,230.00 *	1,217.00 *	1,051.00 *	1,220.00 *	1,453.00 *	1,183.00 *	1,510.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	KIM	NGUYEN NHU	PHU THI NOC	RICHARD TUANANH	STEPHANIE THU	THANH TIEN	TINA M	PHUONG L.	VICTOR	LE, VANESSA	LE, ANH NGOC	LE, XAN NGOC	LEDUC, MONIQUE	, DAVID OR TRINH	LEMON GROVE LP	LEUNG, ROGER
LE,	LE,	LE,	LE,	LE,	LE,	LE,	LIE,	LE,	LE,	LE,	LE, 7	LE, >	LEDU	LEE,	LEMC	LEUN
WARRANT W656367	W656367	W656368	W656368	W656368	W656368	W656368	W656368	W656368	W656369	W656369	W656371	W656372	W656373	м656373 Д	age 11	<sup>4</sup> 656374 8 0 2 0 6 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

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AMOUNT 1,804.00 *	2,098.00 *	2,496.00 *	639.00 *	8,482.00 *	1,954.00 *	1,494.00 *	1,192.00 *	1,032.00 *	654.00 *	1,905.00 *	2,327.00 *	1,243.00 *	906.00 *	1,996.00 *	1,444.00 *	1,506.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR				LINCOLN VILLAS APT HOMES, LLC	LINCOLN WOODS AFARTMENTS	HERINE			H & DUONG, TROY	м д	НИХ	Н	DUC	TRA THI-PHUONG		
LI, SOL M	LIM, HONG S	LIN, DAVID	LIN, EEL-YU	LINCOLN VIL	LINCOLN WOO	LITTON, KATHERINE	LIEU, NGOC	LLE LLC	LONG, TU-ANH & DUONG,	LOUIE, CINDY	τυ, ουγνη τηυγ	LUONG, KHANH	LUONG, LONG DUC	LUONG, TRA	LUU, ALLEN	LUU, TUAN V
WARRANT W656374	W656375	W656375	W656375	W656375	W656375	W656375	W656375	W656376	W656376	W656376	W656376	W656377	W656377	W656377	426939 <sup>M</sup> age 120	0 of 261

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AMOUNT 1,438.00	966.00	1,444.00	1,568.00	1,023.00	1,431.00	2,451.00	1,220.00	1,663.00	6,477.00	2,425.00	1,685.00	1,517.00	1,808.00	1,150.00	3,098.00	1,059.00
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR LUU, XUYEN	LUVIE CORPORATION	LY, DUC T	LY, MING	LY, TAN Q	LY, THANH	LY, TUYEN X	LY, TRANH	LY, ANDY	MADJE-STAMPER PATRICIA A MADJE	MAI, ANN N	MAI, FRANK	MAI, LINDA	MAI, CHUCK	MAI-NGO, JAIMIE	MANDAS, KONSTANTINOS P.	MARIPOSA PROPERTIES
WARRANT W656377	W656377	W656377	W656377	W656377	W656377	W656377	W656377	W656377	W656378	W656380	W656380	W656381	W656381	w656381	<sup>E 8E 9 5 9 M</sup> age 12 <sup>-</sup>	588959 M 261

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AMOUNT 2,412.00	1,022.00	1,344.00	3,011.00	1,888.00	1,318.00	2,473.00	739.00	1,085.00	1,026.00	392.00	2,774.00	1,381.00	216.00	590.00	1,299.00	1,097.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR MAYER, LEOPOLD	MC GOFF, JOHN	MCCOWN, A R	MCGRATH, GRACE OR GERALD	MEAGHER, ELMER	MEAK, MANH	MEHTA, JAGDISH P	MERCY HOUSING CA XXVIII, LP	MEYSENBURG, MAURICE F.	MIDWAY CAPITAL PARTNERS	MAX & MIN PROPERTIES, LLC	MIKE & KATHY LEE LP	MILLER, ROSEMARY	MINERVA INVESTMENT GROUP, LLC	MONARCH POINTE	MONARK, LP	MONTEBELLO, ANTHONY
WARRANT W656385	W656385	W656385	W 65 6385	W 65 6385	W 65 6385	W656385	W656385	W656385	W656385	W656385	W656386	W656386	W656386	W656387 Bu	ge 122	<sup>286939</sup> 2 of 261

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AMOUNT 1,277.00 *	7,336.00 *	9,778.00 *	1,022.00 *	2,061.00 *	7,166.00 *	1,726.00 *	2,669.00 *	1,054.00 *	853.00 *	798.00 *	907.00 *	18,458.00 *	942.00 *	1,254.00 *	1,430.00 *	815.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR MONTECITO VISTA APT HOMES	N & V DEVELOPMENT, LLC	N&V DEVELOPMENT, LLC	NACHAM, ABRAM B	MORALES, BACH	MORNINGSIDE APTS, LLC	NAMSINH, PATRICK	NEW HORIZONVIEW, LLC	NEW KENYON APARTMENTS LLC	NEWPORT ESTATE EXPANSION LLC	NEWPORT SR. VILLAGE Atten: OFFICE	NGHIEM, DALE XUAN	NGHIEM, DANIEL	NGO, HONG DIEP LE	NGO, DAVID	NGO, DUNG T	NGO, LOC T
WARRANT W656387	W656387	W656387	W656387	W656387	W656387	W 65 63 8 8	W656388	W 65 63 8 8	W656388	W 65 63 8 8	W656388	W656388	W656389	M656389	<sup>6829398</sup> аде 12	обе 66 59 59 м 3 of 261

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AMOUNT 1,053.00 *	1,784.00 *	697.00 *	1,073.00 *	2,025.00 *	1,140.00 *	1,139.00 *	1,043.00 *	1,237.00 *	2,796.00 *	2,181.00 *	1,312.00 *	1,413.00 *	1,621.00 *	1,415.00 *	841.00 *	1,584.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
NGO, TAMMY	NGUYEN, ANDREW Q	NGUYEN, ANH	NGUYEN, ANH-DAO	NGUYEN, ANNIE	NGUYEN, ANTHONY	NGUYEN, ANDREA	NGUYEN, AN MANH	NGUYEN, ANA-KARINA A.	NGUYEN, BINH NGOC	NGUYEN, BINH QUOC	NGUYEN, BOYCE JR	NGUYEN, BRIAN BAO-KHA	NGUYEN, CALVIN H	NGUYEN, CHARLIE	NGUYEN, CHRISTINE	NGUYEN, CHRISTOPHER
WARRANT W656391	W656393	W656393	W656393	W656393	W656393	W656393	W656393	W656393	W656395	W656395	W656395	W656395	W656395		age 12	2689298 989298 980 261

AMOUNT 1,286.00 *	2,087.00 *	1,602.00 *	1,655.00 *	1,503.00 *	1,008.00 *	1,538.00 *	4,336.00 *	1,095.00 *	1,959.00 *	1,465.00 *	1,445.00 *	1,088.00 *	1,841.00 *	1,605.00 *	847.00 *	5,007.00 *
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
										10 <b>1</b> 10						
VENDOR	ğ		DAVID / HA, LOAN T	DIEM-THUY		Q	DZUNG DAN		MING KIM	0	3Y & TRAN, RICHARD	DENISE LOAN THU	(h	ΛF	& HUONG T	NGUYEN, HOA THI OR NGUYEN, JOSEPH
NGUYEN, CHUONG	NGUYEN, CUONG	NGUYEN, DAT	NGUYEN, DAVI	NGUYEN, DIEM	NGUYEN, DONG	NGUYEN, DUONG	NGUYEN, DZUN	NGUYEN, DAN	NGUYEN, DUNG	NGUYEN, ERIC	NGUYEN, DEBBY & TRAN,	NGUYEN, DENI	NGUYEN, HANG	NGUYEN, HANH	NGUYEN, HAO	NGUYEN, HOA
WARRANT W656395	W656395	W656396	W656396	W656396	W656396	W656396	W656396	W656396	W656396	W656396	W656396	W656396	W656397	м656397 Б	4629397 Age 12	L6E9598 5 of 261

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AMOUNT 829.00 *	1,114.00 *	1,166.00 *	1,085.00 *	1,363.00 *	2,516.00 *	2,404.00 *	1,423.00 *	2,331.00 *	2,077.00 *	889.00 *	1,239.00 *	4,328.00 *	514.00 *	2,837.00 *	1,363.00 *	1,924.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY				
VENDOR OAN VAN	HUAN NGOC	HUE THI	HUNG	HUNG X	HUONG THY OR PHAM, TIEN D	JEANNIE	KENNETH	KHAI HUE	KHANH	HANH DANG	КНОІ	KIEN	КІМСНІ ТНІ	LANIE	JULIE MAI	KEVIN
NGUYEN, HOAN VAN	NGUYEN, HI	NGUYEN, JI	NGUYEN, KI	NGUYEN, KI	NGUYEN, KI	NGUYEN, KHANH DANG	NGUYEN, K	NGUYEN, K	NGUYEN, K	NGUYEN, L	NGUYEN, JI	NGUYEN, K				
WARRANT W656397	W656398	W656398	W656398	W656398	W656398	W656398	W656398	W656398	W656398	W656398	W656398	W656398	W656398	м656398 С	8629398 Mage 12	86 86 9 9 8 6 of 261

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AMOUNT 748.00 *	1,172.00 *	1,394.00 *	1,665.00 *	2,366.00 *	1,619.00 *	5,011.00 *	1,077.00 *	1,280.00 *	2,056.00 *	1,257.00 *	1,389.00 *	1,852.00 *	1,166.00 *	1,300.00 *	3,436.00 *	7,413.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY					
VENDOR																
NGUYEN, LAN HUONG	JULIE	KIEN THI	LE B	LINDA	LINDA LIEN	LONG HUYEN DAC	FUONG	LYNDA	H IAM	MAN M	NGUYEN, MICHAEL Q	NGUYEN, MICHAEL THANG	ІНІ АМ	АТАМ	MYRA D	NANCY
NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN, MAN	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN, NANCY
					<b>.</b>			_	01	01	01	01	01	0	0	0
WARRANT W656398	W656398	W656398	W656398	W656399	W656399	W656401	W656401	W656401	W656402	W656402	W656402	W656402	W656402	W656402	308929M age 12	7626402 W656402

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AMOUNT 1,395.00 *	2,182.00 *	1,387.00 *	1,660.00 *	1,604.00 *	2,000.00 *	3,611.00 *	3,037.00 *	<b>9,398.00</b> *	2,021.00 *	3,988.00 *	1,172.00 *	2,946.00 *	2,010.00 *	1,041.00 *	1,949.00 *	1,461.00 *
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY				
VENDOR			•		UAN			ІЧТ ТНІ								
NGUYEN, NGHIA	EN, NGHI	EN, MINH	EN, NGOC	EN, ORCHID	EN, OSCAR THUAN	EN, PETER	EN, PHONG	EN, PHUONG MY THI	en, quan	EN, SKY	EN, SON DINH	EN, STEVE	EN, SHAWN B	EN, STEVEN	EN, STEVEN	EN, STEVENS
NGUY	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,
WARRANT W656402	W656402	W656402	W656402	W656403	W656403	W656403	W656403	W656403	W656403	W656405	W656405	W656405	W656405	W656406	120 Me2e402	M656407 W656407 8 df 261

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AMOUNT 2,008.00	1,090.00	1,617.00	529.00	2,036.00	1,479.00	1,271.00	2,161.00	1,083.00	1,939.00	2,817.00	612.00	904.00	2,140.00	2,117.00	825.00	2,599.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY					
VENDOR																
NGUYEN, THAI DUC	, THANG XUAN	, THANH-LE	, THANH-NHAN	, тниү	, THINH QUOC	, THU-DUNG TRAN	, THOMAS	, THUYHUONG THI	, TIEP	, TIMMY	, TOM ANH	NGUYEN, TRACY TRUC	, TUAN HOANG	, TUAN NGOC	, TUNG XUAN	, TUYET TRINH
NGUYEN	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN	NGUYEN,	NGUYEN,	NGUYEN,	NGUYEN,
WARRANT W656408	W656408	W656409	W656409	W656409	W656409	W656409	W656409	W656410	W656410	W656410	W656410	W656410	W656410	W656410	014929410 Age 12	M656410 W656410 D 0 6

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AMOUNT 1,518.00	1,217.00	1,703.00	2,190.00	1,930.00	380.00	1,370.00	1,086.00	4,400.00	1,048.00	1,026.00	1,337.00	1,988.00	3,712.00	986.00	1,064.00	1,257.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR					AN P											
NGUYEN, TRANG	NGUYEN, TUYET MAI	NGUYEN, TUONG LAN DAI	NGUYEN, TUNG QUOC	NGUYEN, VAN HUY	NGUYEN, VANANH & DO, SOAN	NGUYEN, VIVIAN	NGUYEN, CANG	NGUYEN, CUONG CHI	NGUYEN, DUNG VAN	NGUYEN, HAN	NGUYEN, HUNG C.	ИGUYEN, НИҮ	NGUYEN, HUYEN T.T.	NGUYEN, JAMES	NGUYEN, LANI LAN T	NGUYEN, LAN-NGOC
NGU	NGU	NGU	NGU	NGU	NGU	NGU	NGU	NGU	NGU	NGU	NGU.	NGU	NGU.	NGU.	NGU.	NGU
WARRANT W656410	W656410	W656410	W656410	W656411	W656411	W656412	W656413	W656413	W656413	W656413	W656413	W656413	W656413	W656413	age 13	M656413 W656413 0 of 261

UNT 1,350.00 *	2,347.00 *	31.00 *	3,410.00 *	3,033.00 *	7,689.00 *	2,622.00 *	841.00 *	1,552.00 *	1,067.00 *	1,405.00 *	2,107.00 *	996.00 *	1,468.00 *	1,740.00 *	1,260.00 *	1,657.00 *
AMO	2,34	2,331.	3,41	3, 03	7, 68	2, 62	84	1,55	1,06	1,40	2,10	66	1,46	1,74	1,26	1,65
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
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VENDOR										SA		ų	LLC			
NGUYEN, MINH NGOC	NGUYEN, YVONNE QUYEN	NGUYEN, LAN PHUONG THI	NGUYEN, THANH	NGUYEN, THANH-TUYEN	NGUYEN, THINH THI	NGUYEN, TIFFANY	NGUYEN, TIM	NGUYEN, WIN	NGUYEN, XUAN YEN	NGUYEN-LAM, PHIYEN TERESA	NGUYEN-THIEN-NH, DIANA	NORMANDY APARTMENTS, LLC	NIGUEL EQUITY PARTNERS,	NNT PROPERTIES LLC	OLSEN, MARIEL J	ОМДАНГ, ЈОНИ
m	Ē	m	10	10	10	10	10	~	~	~	~				_	
WARRANT W656413	W656413	W656413	W656416	W656416	W656416	W656416	W656416	W656418	W656418	W656418	W656418	W656419	W656419	W656419	age 13	M656420 W656420

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AMOUNT 28,701.00	14,921.00	1,249.00	2,480.00	1,142.00	2,477.00	11,697.00	1,189.00	1,246.00	1,227.00	6,818.00	1,464.00	5,088.00	1,099.00	1,720.00	1,124.00	461.00
DESCRIPTION SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SIDY	SIDY	SUBSIDY	SIDY	SIDY	SIDY	SIDY	SIDY	JDY	IDY
DESCRIFT RENT SUBSIDY	RENT SUB	RENT SUB	RENT SUB	RENT SUB	RENT SUB	RENT SUB	RENT SUBSIDY	RENT SUBSIDY	RENT SUB	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR ORANGE COUNTY COMMUNITY HOUSING CORP	ORANGE TREE APTS	OZAKI, SUIKO	J PROPERTY MANAGEMENT	PAHU, BRADRAKUMAR L	PALM COURT APARTMENTS	M ISLAND	PALM VISTA APTS - RENTAL OFFICE -	PARISIAN APARTMENTS, LP	PARK LANDING APARTMENTS	PARK PLACE APTS LLP	K, JIN	PATEL DILIP M	PATEL, SMITA DIPAK	PELICAN INVESTMENTS #6 LLC	PELICAN INVESTMENTS #8 LLC	PELICAN INVESTMENTS, LLC
ORA	ORA	420	ъ	PAH	PAL	PALM	PAL	PAR	PAR	PAR	PARK,	PAT	РАТ			
WARRANT W656420	W656420	W656421	W656421	W656421	W656421	W656421	W656421	W656423	W656423	W656423	W656424	W656425	W656425	W656428	M656428 M656428	<sup>8656428</sup> M656428 M656428

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/01/19

*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 653.00	1,445.00	2,911.00	1,197.00	1,245.00	1,972.00	1,409.00	1,878.00	3,647.00	00.866	3,192.00	2,313.00	1,249.00	835.00	1,430.00	1,173.00	1,156.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY									
VENDOR										LUCY						
PETITE ELISE, LLC	, BINH Q	, CAROLINE	, CHIEN DINH	, CHINH VAN	, DAVID LINH	, DUNG TIEN	, HIEU	, HOANG	PHAM, KHANG	, KIM ANH OR PHAM,	, LAN VAN	, LIEN	, MINH VAN	, NGHIA	PHUONG T	РНАМ, NHAC T.
PETI	PHAM,	PHAM	PHAM,	PHAM,	PHAM,	PHAM,	PHAM,	PHAM,	PHAM							
WARRANT W656428	W656429	W656429	W656429	W656429	W656430	W656430	W656430	W656430	W656430	W656431	W656431	W656431	W656431	W656431	age 133	M656431 3 of 261

AMOUNT 1,435.00 *	2,305.00 *	862.00 *	1,583.00 *	2,873.00 *	2,725.00 *	1,785.00 *	1,123.00 *	1,096.00 *	2,250.00 *	1,388.00 *	1,088.00 *	862.00 *	1,476.00 *	1,211.00 *	840.00 *	8,379.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
PHAM, PAULINE TRAM	РНАМ, ДИҮИН GIAO	PHAM, RICHARD	PHAM, SON THAI	РНАМ, ТНАИН QUOC	PHAM, TIM	PHAM, TRI	PHAM, TUAN A	PHAM, TUAN A.	PHAM, TRUONG TAI	РНАМ, ДИҮИН-АИН НОАИG	PHAM, TRANG	PHAM, VAN LOAN THI	PHAM, VERONIQUE	PHAM, VU	РНАМ, ХИАИИНА Т	РНАМ, НАГ МІИН
				ΡΗ	Ηđ	Ηd	Hd	Hd	HA	ΡΗ	Ηd	Hd	Hd			
WARRANT W656431	W656432	W656432	W656432	W656432	W656432	W656432	W656432	W656432	W656432	W656432	W656432	W656433	W656434	W656434	M656434 age 134	4 of 261 4 of 261

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AMOUNT 1,035.00	1,835.00	3,456.00	1,342.00	567.00	2,083.00	1,522.00	948.00	2,086.00	1,281.00	1,726.00	1,308.00	58.36 894.00	00 7.00	67.05	517.00	1,625.00	991.00
DESCRIPTION RENT SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	PORTABILITY ADMIN RENT SUBSIDY	RENT SUBSIDY	PORTABILITY ADMIN	SUBSIDY	SUBSIDY	SUBSIDY
DI RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	PORTAI RENT	RENT	PORTAI	RENT 5	RENT 5	RENT 5
VENDOR																	
VEN									U			К				SA	
7	rb		ХI	ИН Т	IY		CONG	S	PROPERTY, LLC		TIES, LLC	PLANO HOUSING AUTHORITY PLANO HOUSING AUTHORITY	PLAZA PATRIA COURT LTD	RA	RA	PORTILLO, OSCAR OR ANISA	SAILESH
PHAM, HELEN	PHAM, QUANG	PHAN, OANH	PHAN, TAMMY	PHAN, THANH T	РНАИ, КАТНҮ	PHAN, DON	PHAN, TOAN CONG	PHARN, ART	PINE TREE PROPERTY,	PHI, ANH	PJP PROPERTIES, LLC	PLANO HOUS PLANO HOUS	PLAZA PATR	PLYMOUTH HRA	PLYMOUTH HRA	PORTILLO,	POKAL, SAI
WARRANT W656434	W656435	W656435	W656435	W656435	W656435	W656437	W656437	W656437	W656437	W656437	W656438	W656438 W656438	W656438	W656439	6€€939 Page	626436 135 о	мезе439 f 261

DESCRIPTION AMOUNT RENT SUBSIDY 2,663.00 *	RENT SUBSIDY 3,831.00 *	RENT SUBSIDY 4,688.00 *	RENT SUBSIDY 938.00 *	RENT SUBSIDY 1,071.00 *	RENT SUBSIDY 1,156.00 *	RENT SUBSIDY 1,387.00 *	RENT SUBSIDY 2,562.00 *	RENT SUBSIDY 769.00 *	RENT SUBSIDY 949.00 *	RENT SUBSIDY 1,014.00 *	RENT SUBSIDY 1,203.00 *	RENT SUBSIDY 1,094.00 *	RENT SUBSIDY 1,669.00 *	RENT SUBSIDY       1,267.00 *         RENT SUBSIDY       2,080.00 *         RENT SUBSIDY       1,228.00 *	RENT SUBSIDY 1,030.00 *
VENDOR PNB GREEN EXPANSION MGMT, LLC	POWELL, LEO OR DEBORAH	PRINCE NEW HORIZON VILLAGE	PUGH, RONNIE	QUACH, JAMIE	QUACH, SAN T	QUAN, DERRICK WILLIAM	QUAN, VAN-LAN	QUINN, GARY L	RATANJEE, D M	RAVART PACIFIC LP	RAVENWOOD PROPERTIES, LLC	REO INTERNATIONAL CORPORATION	REYES, RAYMOND	ROANOKE INC ROBERTA APTS LP ROCEL PROPERTIES MGMT INC	RODRIGUEZ, ALBERT/PATRICIA
WARRANT W656439	W656440	W656440	W656440	W656440	W656440	W656440	W656440	W656440	W656441	W656441	W656441	W656442	W656442	W656442 W656442 W656442 Bage 136	of 056442

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WARRANT W656442	VENDOR ROMO, JULIETA	DESCRIFTION RENT SUBSIDY	AMOUNT 532.00 *
W656442	ROSSIGNOL, CHARLENE	RENT SUBSIDY	813.00 *
W656442	RED BLOSSOM INVESTMENTS, LLC	RENT SUBSIDY	1,251.00 *
W656442	REED, ROGER LEE	RENT SUBSIDY	2,451.00 *
W656443	SABUNJIAN, MIHRAN	RENT SUBSIDY	8,752.00 *
W656443	SALSOL PROPERTIES, LLC	RENT SUBSIDY	2,003.00 *
W656443	SAN MARCO APTS	RENT SUBSIDY	1,190.00 *
W656443	SARGENT, PAT	RENT SUBSIDY	1,249.00 *
W656443	SCHLEIFER, JILL ANN	RENT SUBSIDY	2,422.00 *
W656443	SAN MARINO	RENT SUBSIDY	651.00 *
W656444	SCWJ, LLC	RENT SUBSIDY	1,243.00 *
W656444	SEO, LISA & BRYAN	RENT SUBSIDY	1,305.00 *
W656444	SERRANO WOODS, LP	RENT SUBSIDY	1,111.00 *
W656444	SHIH, MOLLY	RENT SUBSIDY	1,616.00 *
W656444	SHREEVES PROPERTIES, LLC	RENT SUBSIDY	4,811.00 *
W656444	SCOTT G JOE	RENT SUBSIDY	880.00 *
7 0 2 2 6 4 4 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	SCULLIN, ALFRED L	RENT SUBSIDY	1,387.00 *

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WARRANT W656444 W656444 W656445 W656445 W656445	SIGEL, IRV D SIGEL, IRV D SERNA, ALVINA SERNA, ALVINA SINGINE PLUS, LLC SINGINE PLUS, LLC SINGING TREE SING TREE	DESCRIFTION A RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	AMOUNT 1,354.00 * 671.00 * 1,039.00 * 1,337.00 * 1,301.00 * 1,092.00 *
W656445 W656445 W656445 W656445	SPRINGDALE STREET APARTMENTS SPRINGSIDE, LLC STANTON GROUP THREE, LLC STANTON GROUP, LLC STANTON GROUP, LLC	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	2,367.00 * 8,047.00 * 5,700.00 * 1,979.00 *
W656445 W656445 W656445 W656445	STERLING COURT SENIOR APTS STEWART PROPERTIES STIDHAM, ERICA STRUCTURE PROPERTY MGMT GROUP	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	1,158.00 * 1,044.00 * 4,710.00 * 1,068.00 *
277 8656445 7615 7615 7615 7615 7615 7615 7615 761	SILVERSTEIN, IRVIN SILVER COVE APARTMENTS, LP SU, UN	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	1,045.00 * 982.00 * 1,988.00 *

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WARRANT W656447	VENDOR SUNGROVE SENIOR APTS	DESCRIPTION RENT SUBSIDY	AMOUNT 23,611.00 *
W656447	SUNNYGATE, LLC	RENT SUBSIDY	2,397.00 *
W656447	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	6,896.00 *
W656447	SUNWISE PROPERTIES LLC	RENT SUBSIDY	729.00 *
W656447	SWEIDA, EMILE J	RENT SUBSIDY	1,169.00 *
W656447	SYCAMORE COURT APARTMENTS	RENT SUBSIDY	8,854.00 *
W656447	SYLVAN REALTY INC	RENT SUBSIDY	1,255.00 *
W656447	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	RENT SUBSIDY	1,901.00 *
W656447	STUART DRIVE/ROSE GARDEN APTS	RENT SUBSIDY	86,609.00 *
W656448	TA, VINH	RENT SUBSIDY	2,072.00 *
W656448	TAHAMI, ALI	RENT SUBSIDY	1,856.00 *
W656448	TAMERLANE APARTMENTS	RENT SUBSIDY	* 00.706
W656448	TANG, ENLIANG T	RENT SUBSIDY	1,164.00 *
W656448	TDT WASHINGTON, LLC	RENT SUBSIDY	1,922.00 *
W656448	TAMERLANE ASSOCIATES LLC	RENT SUBSIDY	2,375.00 *
656449	THACH, HENRY	RENT SUBSIDY	2,143.00 *
M656449 W656449 0 0 20 0	THAI, PAULA	RENT SUBSIDY	2,596.00 *

AMOUNT 2,994.00 *	810.00 *	1,727.00 *	37,798.00 *	1,297.00 *	786.00 *	1,001.00 *	8,198.00 *	1,878.00 *	5,685.00 *	3,892.00 *	1,961.00 *	19,673.00 *	17,657.00 *	1,289.00 *	6,322.00 *	1,336.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR THE BERNTH FAMILY TRUST	THE CORINTHIAN APARTMENTS	THE FLORENTINE APTS	THE GROVE SENIOR APARTMENTS	THAI, LYNN	TH 12622 MORNINGSIDE, LLC ATTEN: NATALIE JULIEN	THE MEDITERRANEAN APTS	THE ROSE GARDEN APTS	THULSIRAJ, ANA MARIA	THSW PARTNERS, LLC dba DALE APTS	TIC INVESTMENT COMPANY LLC	TLHA PALM LLC	TN INVESTMENTS GROUP, LLC	TN INVESTMENTS PROPERTIES, LLC	TO, KIMTRUNG THI	to, van thu	TON, TAP THAT
WARRANT W656449	W656449	W656449	W656449	W656449	W656449	W656451	W656452	W656454	W656454	W656455	W656456	W656456	W656456	W656456 J	age 14	9579598 9579598 960 of 261

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AMOUNT 3,796.00 *	3,053.00 *	+ 100.00	2,160.00 *	2,352.00 *	3,441.00 *	4,737.00 *	1,074.00 *	1,269.00 *	4,317.00 *	1,061.00 *	930.00 *	1,155.00 *	1,409.00 *	1,076.00 *	3,207.00 *	5,369.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR FY, LLC	TLC	TNL PROPERTY LLC	HL	JOANNE C	ICED, LLC	IDREW	TRAN, ANH TUYET T	ТНҮ	TRAN'S APARTMENTS	INA THI	ITON	TRAN, FREDERICK M	NG	INRY	TRAN, HIEP OR TRAN, JACLYN	VAN
ТІНА ДОТҮ, LLC	TOC TOC, LLC	TNL PROF	TON, KHANH	TONNU, JOANNE C	TOPADVANCED,	TRAN, ANDREW	TRAN, AN	TRAN, CATHY	TRAN'S A	TRAN, ANNA THI	TRAN, ANTON	TRAN, FR	TRAN, HANG	TRAN, HENRY	TRAN, HI	TRAN, HO VAN
WARRANT W656456	W656456	W656456	W656457	W656457	W656457	W656457	W656457	W656457	W656457	W656457	W656457	W656459	W656459	W656459 d	696964 Me26459 age 14	6263 8656459 Me2e459 Me2e459 Me2e4

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AMOUNT 1,222.00 *	1,032.00 *	1,205.00 *	1,356.00 *	768.00 *	1,536.00 *	1,133.00 *	919.00 *	1,520.00 *	971.00 *	954.00 *	869.00 *	5,112.00 *	432.00 *	817.00 *	1,213.00 *	2,985.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
TRAN, HOA THU	TRAN, HUNG QUOC	TRAN, JANE	TRAN, JIM DUC	TRAN, JOSEPH QUANG	TRAN, JOSEPHINE	TRAN, KEVIN THANH	TRAN, KIM VAN	TRAN, LAY THI	TRAN, LOC H	TRAN, LUAN D.	TRAN, LUCIA THUY	TRAN, MAI	TRAN, MARY	TRAN, MY T	TRAN, NGOC THI	TRAN, NHUT NGUYEN
WARRANT W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	w656459 J	age 14	M656459 W656459 Cof 261

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NT 845.00 *	736.00 *	1,977.00 *	1,645.00 *	474.00 *	2,140.00 *	3,303.00 *	1,781.00 *	1,536.00 *	1,457.00 *	1,141.00 *	1,449.00 *	831.00 *	1,034.00 *	3,466.00 *	1,209.00 *	1,484.00 *
AMOUNT 8		1	Н		2	m	H	-1	-	* 1	-		1	m	Η	H
DESCRIPTION SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	' SUBSIDY	' SUBSIDY	' SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY	SUBSIDY
D: RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT
~																
VENDOR																
HANH		HN	HNI		Т		NGOC			SA T		TRAN, THU HUONG THI			н.	TRAN, TRUYEN & HELEN
TRAN, SON THANH	TRAN, SONNY	, TAM ANH	, TAM MINH	, нод	YOHNNY	TRAN, NGAN	TRAN, KHOI NGOC	TRAN, HIEN	TRAN, MINH	TRAN, THERESA T	TRAN, THONG	THU H	TIM	TINA	TRUNG	TRUYE
TRAN	TRAN	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,
WARRANT W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656459	W656460	W656460	W656460	W656460	W656460	age 14	09460 M656460 3 of 261

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AMOUNT 1,426.00 *	778.00 *	2,202.00 *	916.00 *	1,195.00 *	896.00 *	1,462.00 *	2,477.00 *	1,069.00 *	1,243.00 *	1,340.00 *	1,080.00 *	1,609.00 *	1,850.00 *	1,157.00 *	1,311.00 *	1,426.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
TRAN, TU	TRAN, VAN	TRAN, VICTORIA	TRAN, BAU	TRAN, PAUL TUAN DUC	TRAN, TRI	TRAN, THAO DUC	TRAN, THU-HANG	TRAN, TUAN HUY	TRANG, TOM	TRIEU, NANCY	TRINH, EMMA	TRINH, HAI	TRINH, THANH-MAI	TRIEU, HONG QUANG	TRINH, TUAN	TRINH, TUNG XUAN
WARRANT W656460	W656460	W656460	W656460	W656460	W656460	W656461	W656461	W656461	W656462	W656463	W656463	W656463	W656463	W656463 H	vage 14	<sup>44</sup> 0f 261

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AMOUNT 309.00	1,066.00	1,310.00	1,556.00	1,206.00	1,338.00	3,505.00	1,209.00	1,267.00	70,816.00	1,363.00	1,571.00	3,731.00	3,015.0	9,214.00	619.00	2,092.00
PTION [DY	CDY	ΓDΥ	ΓDΥ	CDY	ΓDΥ	ΓDΥ	ΓDΥ	ΓDΥ	ΓDΥ	ГDY	ΓDΥ	ſŊŶ	IDY	IDY	IDY	ΓDΥ
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
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VENDOR	NGOC	BUU	STEVE OR HO, NATALIE	Т			& SHU-MEI	TAM		TUSTIN AFFORDABLE HOUSING ATTEN: OFFICE	RN APTS - OFFICE		O ENRIQUEZ	ENIOR APTS	NG	
TRUONG, DUNG	TRUONG, HANH NGOC	TRUONG, KHOA BUU	TRUONG, STEVE	TRUONG, QUYEN MY	TRUONG, TOMMY	TSAI, CAROLINE	TSAO, YUNGLIN	BI THIEN	TUDOR GROVE	STIN AFFORD	TUSTIN SOUTHERN APTS	V W PROPERTY	VAZQUEZ, ARTURO ENRIQUEZ	VALLEY VIEW SENIOR APTS	VAN, MINH XUONG	VAN, RONALD
TRU	TRU	TRU	TRU	TRU	TRU	TSP	ТSР	ΤU	TUL	TUS	TUS	V W	VAZ	VAI	VAN	VAN
WARRANT W656465	W656465	W656465	W656465	W656467	W656467	W656468	W656468	W656468	W656470	W656471	W656471	W656471	W656471	W656471 TD	14 M656471 age 14	12 of 261

11/01/19
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AMOUNT 1,142.00 *	1,210.00 *	4,080.00 *	1,872.00 *	1,145.00 *	2,242.00 *	1,076.00 *	* 00.969	4,727.00 *	1,076.00 *	3,536.00 *	1,625.00 *	1,086.00 *	1,820.00 *	2,150.00 *	974.00 *	1,450.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
VALDEZ, CONNIE	VAZQUEZ, MIGUEL A	VERSAILLES APTS	VILLA BARCELONA APTS	VINTAGE CANYON SR APTS	VINTAGE FLAGSHIP, LLC	VIRAMONTES, ARTHUR E	VJ SURGICAL, LLC	VLE RENTAL, LLC	VO, JEFF	VO, KHANH MAI	VO, LOAN	VO, LOC ANH	VOLE, TINA NGA	VORA, NIFA D	VU, ANN HUONG	VU, ANNIE
WARRANT W656471	W656471	W656472	W656472	W656474	W656474	W656474	W656476	W656476	W656476	W656476	W656477	W656477	W656479	W656479	age 14	06 of 26185

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AMOUNT 1,406.00 *	11,859.00 *	1,170.00 *	1,352.00 *	1,203.00 *	1,067.00 *	1,763.00 *	2,060.00 *	727.00 *	773.00 *	1,148.00 *	1,964.00 *	1,735.00 *	2,780.00 *	1,548.00 *	1,524.00 *	1,576.00 *
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY											
Ľ																
VENDOR	ţ											HI		DNO	(1)	
VU, ANTHONY HAI	VU, DAT	VU, DAVID	VU, DEAN	VU, HOA	VU, HUAN	VU, LEO M	VU, LINH DUY	VU, MARY ANN	VU, MINH	VU, NAM H	VU, PHAT D	VU, PHUONG MINH	VU, TAN DUY	VU, DEANNA PHUONG	VU, QUANG DANG	VU, KRYSTINA
WARRANT W656482	W656482	W656482	W656482 J	age 14	7 of 261											

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AMOUNT 2,550.00 *	1,986.00 *	2,017.00 *	1,172.00 *	1,032.00 *	4,630.00 *	\$70.00 *	4,212.00 *	4,133.00 *	956.00 *	1,748.00 *	6,288.00 *	5,389.00 *	884.00 *	973.00 *	1,882.00 *	66.21 *
DESCRIFTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	PORTABILITY ADMIN
~																
VU, TRUNG QUOC	VU, VIVIAN	VU, TUONG MANH	VU, THERESE	VUONG, HELEN DO	WALDEN APTS	WAN, HO PONG	WANG, CHARLES	WANG, SUZY	WEGENER, STELLA	WEISER, IRVING	WEISSER INVESTMENTS	WESLEY VILLAGE APARTMENTS	WESSELN, HENRY B	WALD, DAVID	VUONG, PETER H.	WASHINGTON COUNTY HRA
WARRANT W656483	W656483	W656483	W656483	W656484	W656484	W656484	W656484	W656484	W656484	W656484	W656484	W656484	W656484			<sup>5</sup> 87 Me2 Me2 Me2 Me2 Me2 Me2 Me2 Me2 Me2 Me2

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WARRANTS

WARRANT	VENDOR	DESCRIPTION	AMOLINT
W656485	WESTCHESTER PARK LP		1,520.00 *
W656485	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	7,018.00 *
W656485	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	9,404.00 *
W656485	WESTPARK APTS	RENT SUBSIDY	1,313.00 *
W656485	WICK, CINDY OR ED	RENT SUBSIDY	1,102.00 *
W656485	WILSHIRE CREST	RENT SUBSIDY	1,008.00 *
W656485	WINDSOR TOWNE LP	RENT SUBSIDY	806.00 *
W656485	WINDMILL APARTMENTS	RENT SUBSIDY	5,982.00 *
W656485	WILLOWICK ROYAL	RENT SUBSIDY	426.00 *
W656486	WINDWOOD GLEN APTS	RENT SUBSIDY	675.00 *
W656487	WINSTON PLACE, LLC	RENT SUBSIDY	1,206.00 *
W656487	WONDERFUL IDEA, LLC	RENT SUBSIDY	1,242.00 *
W656487	WONG, GIN O	RENT SUBSIDY	6,754.00 *
W656487	WONG, PHILLIP	RENT SUBSIDY	1,437.00 *
W656487 H	WONG, THOMAS G.	RENT SUBSIDY	1,465.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/01/19

*	*	*	*	*	*	*	*	
AMOUNT 5,929.00	733.00	960.00	2,179.00	1,048.00	00.6	1,346.00	4,224.00	2,802,617.69
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	
VENDOR STMENT	WOODBRIDGE VILLAS APARTMENT HOMES	WOODBRIDGE VILLAS PARTNERS	łŪ	H 2			SUGENIA	
WINNIE INVESTMENT	WOODBRIDGE \	WOODBRIDGE V	YAU, LEON SHU	YOUNG, HENRY H	ZARGARI, ROY	ZHAO, GEORGE	ZASLAVSKY, EUGENIA	
87	87	87	68	06	06	06	06	FINAL TOTAL
WARRANT W656487	W656487	W656487	W656489	W656490	W656490	W656490	W656490	

DEMANDS #656286 - 656490 AND WIRES W656285 - W656490 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE GARDEN GROVE CITY COUNCIL NOVEMBER 1, 2019, FOR PAYMENT THEREOF

PATRICIA SONG - FINANCE DIRECTOR 0

CT DEPOSITS \$2,418,718.69

183756	JUDITH A MOORE	1902.36	183757	BEL	2.2
183758	MICHAEL F ROCHA	2005.43	183759	ARTHUR J FLORES	5.7
183760	EDWIN O THURMAN JR	637.25	183761	DEANNA M CHUMACERO	1194.29
183762	AARON D DINH	220.34	183763	STEVEN E GOMEZ	756.10
183764	ARNULFO GUZMAN JR	387.28	183765	JULLIANNA K KIM	44.07
183766	T PHAN	ς.	183767	JACOB THAOSATIEN	N
183768		Ś	183769	DANIEL A ZEMBOWER	$\sim$
183770	ANDREW N EARP	1738.32	183771	WILLIAM ALLISON	4.9
183772	O.C.E.A. GENERAL	2287.18	183773	O.C.E.A.	1113.59
183774	- 24	45.00	183775	GARDEN GROVE POLICE ASSO	0.0
D356426		5	D356427	GEORGE S BRIETIGAM III	9.8
D356428		L LO	D356429	Ц	ŝ
D356430	STEPHANTE I. KLOPFENSTEIN	265 12	5643	Ē	8.3
D356432		12	D356433		0
D356434	STEVE R SOLORIO	45.52	D356435	PAMELA M HADDAD	1641.87
D356436	Ŋ	2144.60	D356437	SCOTT C STILES	6822.75
D356438	A	266	D356439		8
D356440	MARITZA PIZARRO	1881.47	D356441	AMANDA M POLLOCK	'n.
D356442	TERESA L POMEROY	3152.63	D356443	LIZABETH C VASQUEZ	8
D356444	VERONICA AVILA	ົ	D356445	JEFFREY P DAVIS	2057.13
D356446	BRITTANI L JOHNSON	754.53	D356447	NOELLE N KIM	1927.80
D356448	MISSY M MENDOZA	37	D356449	MARIE L MORAN	2473.31
D356450	ANA E PULIDO	3476.08	D356451	KRISTY H THAI	2242.59
D356452	SHAUNA J CARRENO	2083.49	D356453	VY D HO	1510.00
D356454	DANNY HUYNH	3563.25	D356455	VILMA C KLOESS	2266.19
D356456	IVY LE	1845.22	D356457	TAMMY LE	1270.73
D356458	LINDA MIDDENDORF	2284.42	D356459	MARIA A NAVARRO	2293.59
D356460	PHUONG VIEN T NGUYEN	2062.60	D356461	QUANG NGUYEN	٩.
D356462	TINA T NGUYEN	2157.02	D356463	THYANA T PHI	2378.22
D356464	MARIA RAMOS	2209.24	D356465	TANYA L TO	1459.40
D356466	CUONG K TRAN	3253.16	D356467	ELAINE TRUONG	1572.17
D356468	THANH-NGUYEN VO	1548.20	D356469	SYLVIA GARCIA	2009.32
D356470	YUAN SONG	4378.54	D356471		3
D356472	CHRISTI C MENDOZA	938.16	D356473	TREVOR G SMOUSE	с. Г.
D356474	JANET J CHUNG	2561.16	D356475	ANN C EIFERT	3021.40
D356476	MARGARITA A ABOLA	1771.91	D356477	MARY ANN M ALCANCIA	2627.82
D356478	MARISA ATIN RAMOS	1725.66	D356479		1154.69
D356480	SHAWNA A MCDONOUGH	428	D356481	HEIDY Y MUNOZ	3035.76
D356482	SELAMAWIT NIGATU	1840.47	D356483		1602.70
D356484	ARIANA B BAUTISTA	578	D356485	KAREN J BROWN	414.56
D356486	CORINNE L HOFFMAN	246	D356487		
D356488	CHELSEA E LUKAS	1554.65	D356489		2
D356490	ANGELA M MENDEZ	707.6	564	JENNIFER L PETERSON	с. Г
D356492	ANH PHAM	ett -	5649		2.1
D356494	ALEXIS B ROMERO	1824.53	5649		505.4
D356496		1631.13	5649	ΨW	Ē.
D356498	DANIEL J SANCHEZ	647.	3564	SANDRA E SEGAWA	398.
D356500	ALANA R CHENG	2351.95	D356501	PAUL GUERRERO	2590.54
**** PAG	PAGE TOTAL = 170916.87				

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PAYROLL WARRANT REGISTER BY WARRANT NUMBER

D356502 LISA L KIM	4635.25	D356503	JULIE A ASHLEIGH	ശ
D356504 MICHAEL G AUSTIN	2513.68	D356505	RITA M CRAMER	2175.34
D356506 CHRISTOPHER J CRANDALL	2573	D356507	BRYSON T DAHLHEIMER	2026.27
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	2240.71	D356517	4	0
_	2594.40	5651	н	ഹ
D356520 HUONG Q LY	1.842.86	D356521	LEE W MARINO	
	2126.98	D356523	MARIA C PARRA	
_	3673.16	D356525	MONICA COVARRUBIAS	2916.17
	2165.65	D356527	AMEENAH ABU-HAMDIYYAH	1656.50
	2807 40	D356529	TTMOTHY F. THRONE	
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	T/ T/TT		ALLUA M RUFAK	
0	2866.22	2003	KUSEMAKIE JACUI	
SHAN	2301.18	D356539		
-	2252.52	5654	MICHAEL F SANTOS	2902.29
D356542 MARK P UPHUS	4158.97	D356543		2879.02
D356544 ANA G VERGARA NEAL	2394.90	D356545	DAI C VU	3879.58
D356546 KHANG L VU	3193.69	D356547	CHRISTOPHER L ALLEN	1821.49
	3726.84	D356549	ALEJANDRO BANUELOS	1419.67
	2073.84	D356551	ROBERT P BERMUDEZ	1053.93
-	4301.19	D356553	CARINA M DAN	1984.56
	1510.82	D356555	KATHLEEN N DELFIN	
	1944 75	1356557	CHRIS N ESCORAR	
	00 8071		ALETANDRO GONZALEZ	· (c
THENED			TADDV CDTETN	10.0202 JC 7631
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-	2120.68	D356575		ηI
	181	D356577	DUC TRUNG NGUYEN	ι, Ω
	2681.39	D356579	ANDREW I ORNELAS	1638.34
DAVID A	2540.16	D356581	CELESTINO J PASILLAS	
-	2211.86	D356583	CHRISTOPHER B PRUDHOMME	5
D356584 ESTEBAN H RODRIGUEZ	1871.12	D356585	JESSICA J ROSA	
D356586 LES A RUITENSCHILD	2806.78	5658	JONATHAN RUIZ	٢.
D356588 ALEXIS SANTOS	1039.76	D356589	ADRIAN M SARMIENTO	6.
D356590 ALBERT TALAMANTES JR	1797.71	D356591	MINH K TRAN	4.
,	1250	5659	ALEJANDRO N VALENZUELA	4.
D356594 RONALD J WOLLAND	1296.74	D356595	м	'n
D356596 ALICE K FREGOSO	1865.86	D356597	ALICIA R GARCIA	682.60
**** PAGE TOTAL = 222519.99	66			

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D356598	RAQUEL K MANSON	3751.94	D356599	WILLIAM E MURRAY JR	6126.64
D356600	EMILY H TRIMBLE	1953.80	D356601	ALFRED J AGUIRRE	2751.93
D356602	EDWARD D AMBRTS CARCIA	റ	D356603	RODOLPHO M BECERRA	8
		10 Jac 1			1812 06
#0000ccr	MALMUNN A BUCHLAN				
0099550		208/.8/	10000100		717 00 04
D356608	JULLE T COTTON	1611.02	D356609	DANTEL A DEL ROSAKTO	641.83
D356610	DOROTHY L DUATA	628.82	D356611		
D356612		2432.04	D356613	ROBERT J FRANCO	700.58
D356614	MAURICIO S GARCIA	2393.22	D356615	CASEY G GIROUARD	2029.73
D356616	HERMILO HERNANDEZ	1578.66	D356617	DARNELL D JERRY	510.90
D356618	BRENT KAYLOR	2125.57	D356619	MARK W LADNEY	2634.53
D356620	RAITL LEYVA	1740.03	D356621	ANTONIO R MARTIN	2082.70
D356622	DIRCO A MR.ITA	02 9221	D356623	RIGORERTO MENDEZ	
	CTEAR T NEWS	21.0111 2674 12	D356675		566 3R
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	NOTEVNITA I LINUTA				
8299650	ALEXIS TAKIN	CZ.UZIZ	U336624	D. NAMANU U	
D356630	SUSAN VITALI	917.73	D356631	A WASINGER	716.1Y
D356632	IOAN ANDREI	959.31	5663	SYLVESTER A BABINSKI IV	
D356634	DONEISHA L BELL	626.23	D356635	JEFFREY G CANTRELL	2013.76
D356636	JAMES CUNNINGHAM	2328.43	D356637	JULIA ESPINOZA	1199.11
D356638	CECELIA A FERNANDEZ	1168.73	D356639	CONRAD A FERNANDEZ	1003.15
D356640	DIANA GOMEZ	803.25	D356641	JORGE GONZALEZ	1125.99
D356642	MICHAEL R GREENE	1929.92	D356643	RONALD D GUSMAN	982.35
D356644	GLORTA A HARO	1157 95	D356645	ERIC W JOHNSON	1122.90
1356646	T.FONET. A T.AMAS	668 43	D356647	AT, MATSON TR	167.83
Discea	KHIIONC NULLAEN	1181 94	D356649	DET.FRADO C REVES	1181.94
01999560	PAFAFT, PORTFC	1721 90	D356651	ADRTANNA M RODRTGIRZ	961 36
	NEW THE THE PARTY NEW THE PARTY				1570 GB
2000CSU	KULEKLCK THUKMAN			-	
D356654	KICHAKU L WILLIAMS	T/98.06			01.4/01 00 0010
D356656	DOMINIC CAMERA	686.92 0101 20	U356657		25.5UC2
8699650	KICK T DUVALL	24.22.22	2200251		1010-04 110-04
D356660	HUY HOA HUYNH	814.38	D356661		•
D356662	BRYAN D KWIATKOWSKI	1477.57	D356663		1425.63
D356664	DANIEL C MOSS	1274.73	D356665	ö	1790.74
D356666		2135.91	D356667	4	439.03
D356668	LUIS A TAPIA	2221.42	D356669	3	2697.68
D356670		653.19	D356671	WILLIAM J WHITE	1979.14
D356672	JESSE GUZMAN	996	D356673	MARK M KHALIL	2
D356674	BRETT A MEISLAHN	٠	D356675	DOUGLAS A MOORE	1993.33
D356676	ANDREW J MORELAND	Ŀ.	D356677	AUSTIN H POWELL	1873.81
D356678	MELVIN P REED	•	D356679	STEPHEN D SUDDUTH	8
D356680	TIMOTHY WALLINGFORD	2193.13	D356681	SOUMELIA K GOUNTOUMA	1858.52
D356682	ALBERT J HOLMON III	3300.16	D356683	VICTOR T BLAS	4.
D356684	FRANK X DE LA ROSA	2663.10	D356685	JOSE GOMEZ	æ,
D356686	MICHAEL V GUERRERO	1368.99	D356687	BRENT W HAYES	8.7
D356688	FRANK D HOWENSTEIN	2317.49	D356689	ALLEN G KIRZHNER	4.2
D356690	BRANDON S NUNES	1233.76	D356691	STEPHEN PORRAS	3175.58
D356692	JESSE VIRAMONTES	2814.79	D356693	JOHN ZAVALA	2491.59
**** PA(	PAGE TOTAL = $168499.76$				

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	2473.02	6	σ	4.		പ	2799.23			2238.89		3240.10	2818.04	2574.64		2962.02	2367.22	3868.41	2404.73	2884.21	ហ	3547.67	н.	3651.79	4		8.	ц,	9	പ			533.71		2286.41		CD. CCU2		ם ר	22.67.52 72.05 55	<u>.</u> -	i u	ņ	00.8262 00.00700E	j -	+σ	648.0	) t	
11/07/19 PAGE 5	TSAAC DAVILA	STEPHEN C ESTLOW	HECTOR FERREIRA JR	ROBERT D FRESENIUS	VICTORIA A GILL	TRAVIS J HADDEN	JASON A HOWARD	NICKOLAS K JENSEN	TIMOTHY P KOVACS	JORGE L MAZON	JEREMY N MORSE	AARON S NELSON		SINDY RAMIREZ OROZCO	THOMAS S REED	CHRISTIN E ROGERS	SHAYLEN L SIMONS	ROYCE C WIMMER	COLE A YNIGUEZ	RICHARD A ALVAREZ-BROWN	JOHN F BANKSON	EVAN S BERESFORD	JEFFREY A BROWN	JUAN C CENTENO			KEVIN DINH			SEAN M GLEASON		ARION J KNIGHT	RAPHAEL M LEE	RAFAEL LOERA JR	ROBERTO MACHUCA		FAIRLCK W MUKFAI	E			TOHN I VEDATED	<b>-</b> 2	CONTITION A NEXT	MICHAEL K ELHAMI	ALLAND A LAND		, M		
	D356791	567	D356795	D356797	D356799	D356801	D356803	D356805	D356807	D356809	D356811	D356813	D356815	D356817	D356819	D356821	D356823	D356825	D356827	D356829	D356831	D356833	D356835	D356837	D356839	D356841	D356843	D356845	D356847	D356849	D356851	D356853	D356855	D356857	D356859	133686L				7356867 727777	T/20057	2/0005U		D3568777			COCCCCC CCCCCCCCCCCCCCCCCCCCCCCCCCCCCC		
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11/07/19 PAGE 7	SANTA WARDLE	BRIAN D DALTON	RICHARD E DESBIENS	PETE GARCIA	STEVEN H HEINE	WILLIAM T HOLLOWAY		PATRICK R JULIENNE	LEA K KOVACS	DAVID LOPEZ	MATTHEW P MARCHAND	ADAM C NIKOLIC	TERRA M RAMIREZ	BRIAN T STROUD	DENNIS WARDLE	RONALD A DOSCHER	JANNA K BRADLEY	BRANDI M HART	LIANE Y KWAN	ZENIA M LOPEZ	STEPHANIE E RICHARDS	LAURA J STOVER	KATRENA J SCHULZE	ANTHONY VALENZUELA	STEVEN F ANDREWS	VERNA L ESPINOZA	ERNIE E HINGCO	RACHOT MORAGRAAN	ANAND V RAO	ROD T VICTORIA	POLICE ASSN	SOUTHLAND CU	GREAT WEST LIFE OBRA#340	EMPLOYMENT DEVELOPMENT D	
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PAYROLL WARRANT REGISTER	SPENCER T TRAN	CHEKIL L WHIINEI DANIEL A CAMARA	NICHOLAS A DE ALMEIDA LO	JAMES D FRANKS	ROBERT J GIFFORD	JOSE D HERRERA	THI A HUYNH	GERALD F JORDAN	JOSEPH L KOLANO	DEREK M LINK	STEVEN W LUKAS	MARIO MARTINEZ JR	LUIS A PAYAN	CHRISTOPHER M SHELGREN	PAUL M TESSIER	ADAM D ZMIJA	ERIC A QUINTERO	MARY C CERDA	SUSAN A HOLSTEIN	JANY H LEE	SHERRILL A MEAD	CAITLYN M STEPHENSON	ANNA L GOLD	MATTHEW T SWANSON	CANDY G WILDER	TERENCE S CHANG	CESAR GALLO	GEOFFREY A KLOESS	NOEL J PROFFITT	JOSEPH M SCHWARTZ	TERREL KEITH WINSTON	so cal cu	GREAT WEST LIFE 457 #340	INTERNAL REVENUE SERVICE	PAGE TOTAL = 704201.58
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TOTAL CHECK PAYMENTS TOTAL DIRECT DEPOSITS	TOTAL WIRE PAYMENTS	GRAND TOTAL PAYMENTS

Checks #183756 thru #183775, and Direct Deposits #D356426 thru #D357047, and wire #W2642 thru #W2645 presented in the Payroll Register submitted to the Garden Grove City Council 12 NOV 2019, have been audited for accuracy and funds are available for payment thereof.

PATRICIA SONG - FINANCE DIRECTOR Ŷ

# **City of Garden Grove**

# **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Conduct a public hearing and second reading of Ordinance No. 2910	Date:	11/12/2019

# <u>OBJECTIVE</u>

For the City Council to conduct a public hearing, second reading, and adoption of Ordinance No. 2910, adopting the 2019 Edition of the California Building Standards Code with certain amendments and certain Uniform Codes, including findings supporting the modifications.

### BACKGROUND

The State's Health and Safety Code establishes that the Building and Fire Standards Code (Title 24, California Code of Regulations) as published by the California Building Standards Commission every 3 years, is the applicable code for occupancies throughout the State. The Building Standards Commission published the 2019 California Building and Fire Standards Code on July 1, 2019, and it becomes effective January 1, 2020. During this waiting period, local governments may adopt modifications that impose more restrictive building and fire safety standards to the California Building Standards Code when deemed necessary because of local climatic, geological, or topographical conditions, or when the revisions are purely administrative.

#### DISCUSSION

Ordinance No. 2910 adopts and amends the 2019 Editions of the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Fire, Existing Building, Green Building and Referenced Standards Codes, adopted by the State of California; and adopts the 2018 Edition of the International Property Maintenance Code, and the 2018 Edition of the International Swimming Pool and Spa Code. The Community and Economic Development Department and Orange County Fire Authority are recommending changes and modifications to the 2019 California Building Standards Code.

The proposed modifications are intended to increase safety to life and property from fire and other hazards. Many of the proposed modifications are carried over from

previous code adoption and revisions. After introduction, State law requires the City Council to hold a public hearing prior to its adoption.

A public hearing notice was published in the Orange County News on October 25, 2019, and on October 30, 2019, to provide notification to any interested person to give testimony in writing or at the public hearing.

# FINANCIAL IMPACT

There is no financial impact to the City.

# RECOMMENDATION

It is recommended that the City Council hold a public hearing and adopt Ordinance No. 2910 after the reading of its title.

ATTACHMEN	NTS:		
Description	Upload Date	Туре	File Name
Ordinance No. 2910	11/4/2019	Ordinance	2910_California_Building_Standards_Code_with_amendments_rev_2019.pdf

### ORDINANCE NO. 2910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING TITLE 18 OF THE GARDEN GROVE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING PRIMARY CODES WITH CERTAIN AMENDMENTS, DELETIONS, AND ADDITIONS THERETO: CALIFORNIA BUILDING CODE, 2019 EDITION; CALIFORNIA RESIDENTIAL CODE, 2019 EDITION; CALIFORNIA ELECTRICAL CODE, 2019 EDITION; CALIFORNIA MECHANICAL CODE, 2019 EDITION; CALIFORNIA PLUMBING CODE, 2019 EDITION; CALIFORNIA ENERGY CODE, 2019 EDITION; CALIFORNIA HISTORICAL BUILDING CODE, 2019 EDITION; CALIFORNIA FIRE CODE, 2019 EDITION; CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION; CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 EDITION; CALIFORNIA REFERENCED STANDARDS CODE, 2019 EDITION; AND CERTAIN SECONDARY CODES INCLUDING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL

### City Attorney Summary

This Ordinance adopts and amends the 2019 Editions of the California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical Building, Fire, Existing Building, Green Building, and Referenced Standards Codes, adopted by the State of California. This Ordinance further adopts the 2018 Editions of the International Property Maintenance and International Swimming Pool and Spa Codes.

# A. RECITALS.

(i) Article 2 of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code (§§ 50022.1 et seq.) authorizes the adoption, by reference, of the California Building Code, 2019 Edition; the California Residential Code, 2019 Edition; the California Electrical Code, 2019 Edition; the California Mechanical Code, 2019 Edition; the California Plumbing Code, 2019 Edition; the California Energy Code, 2019 Edition; the California Historical Building Code, 2019 Edition; the California Fire Code, 2019 Edition; the California Existing Building Code, 2019 Edition; the California Green Building Standards Code, 2019 Edition; and the California Referenced Standards Code, 2019 Edition as adopted into the California Code of Regulations, Title 24, Parts 2 through 6 and Parts 8 through 12 respectively (collectively, the "California Building Standards Code"); the International Property Maintenance Code, 2018 Edition; and the International Swimming Pool and Spa Code, 2018 Edition.

(ii) Pursuant to the provisions of the California Health and Safety Code Section 17958, 17958.5 and 17958.7, it is determined that the amendments of building standards within the California Building Standards Code in this Ordinance are reasonably necessary because of local climatic, geological, or topographical conditions as more particularly identified in Section 7 of this Ordinance.

(iii) Adoption by reference of those additional Uniform Codes is not subject to Sections 17958, 17958.5 and 17958.7 of the California Health and Safety Code.

(iv) A duly noticed public hearing, as required by California Government Code Section 50022.3, has been conducted and concluded prior to the adoption of this Ordinance.

(v) All legal prerequisites to the adoption of this Ordinance have occurred.

# B. ORDINANCE

**NOW**, **THEREFORE**, the City Council of the City of Garden Grove does hereby find, determine and ordain as follows:

<u>SECTION 1</u>: Title 18 of the Garden Grove Municipal Code, entitled Building Codes and Regulations, of the City of Garden Grove is hereby amended as set forth herein, provided that said amendments shall not apply to, or excuse any violation thereof occurring prior to the effective date of this Ordinance and provided further that the California Building Standards Code and Uniform Codes as adopted by reference and amended by Ordinance No. 2876 of this City shall continue to be applicable to construction for which permits have been issued prior to the effective date of this Ordinance.

<u>SECTION 2</u>: Chapter 18.04 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety to read as follows:

# Chapter 18.04

# CODES ADOPTED BY REFERENCE

Section:

18.04.010 Codes Designated — Filing.

# 18.04.010 Codes Designated — Filing.

The California Building Code, 2019 Edition, based on the 2018 International Building Code as published by the International Code Council, including Division II of Chapter 1, and appendices H, I and J; California Residential Code, 2019 Edition, based on the 2018 International Residential Code as published by the International Code Council, including Division II of Chapter 1, and appendices H, J and V; California Electrical Code, 2019 Edition, based on the 2017 National Electrical Code as published by the National Fire Protection Association; California Mechanical Code, 2019 Edition, based on the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, including appendices B and C; California Plumbing Code, 2019 Edition, based on the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, including appendices A, B, C, D, G, H, and I; California Energy Code, 2019 Edition, as published by the International Code

Council; California Historical Building Code, 2019 Edition, as published by the International Code Council; California Fire Code, 2019 Edition, based on the 2018 International Fire Code as published by the International Code Council, including appendices B, BB, C, and CC; California Existing Building Code, 2019 Edition, based on the 2018 International Existing Building Code as published by the International Code Council; California Green Building Standards Code, 2019 Edition, as published by the International Code Council; California Green Building Standards Code, 2019 Edition, as published by the International Code Council; and California Referenced Standards Code, 2019 Edition, as published by the International Code Council as adopted into the California Code of Regulations, Title 24, Parts 2 through 6, and 8 through 12 respectively; International Property Maintenance Code, 2018 Edition as published by the International Code Council; and Spa Code, 2018 Edition as published by the International Code Council; are hereby adopted by reference as the Building Codes and Regulations of the City of Garden Grove, together with amendments set forth in Chapters 18.12, 18.14, 18.24 and 18.32 of this Title.

<u>SECTION 3</u>: Chapter 18.12 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety to read as follows:

# Chapter 18.12

#### **BUILDING CODE**

Sections:	
18.12.010	Section 101.1 Amended — Title.
18.12.020	Section 113 Amended — Board of Appeals.
18.12.030	Section 105.2 Amended — Work exempt from permit.
18.12.040	Section [F]903.2 Amended — Where required.
18.12.050	Table 1505.1 Amended — Roofing Classification.
18.12.060	Section 1505.1.3 Amended — Roof coverings within all
	other areas.

**18.12.010 Section 101.1 Amended — Title.** Section 101.1 is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Building Code of the City of Garden Grove, hereinafter referred to as "this Code."

**18.12.020 Section 113 Amended — Board of Appeals.** Section 113 (including subsections) is hereby amended and restated to read as follows:

**113 Board of Appeals.** The Administrative Board of Appeals for the City shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of the Building Codes and Regulations of the City of Garden Grove including, without limitation, this Code. Refer to Title 2, Chapter 2.54, of this Code.

**18.12.030 Section 105.2 Amended — Work exempt from permit.** Item # 2 under Building is hereby amended to read as follows:

2. Masonry and/or concrete fences not over three (3) feet high and other fences not over seven (7) feet high.

**18.12.040 Section [F]903.2 Amended — Where required.** Section [F]903.2 is hereby amended by adding the following after the first paragraph:

Notwithstanding any other provisions in this Code, approved automatic sprinkler systems shall be installed and maintained in accordance with the latest edition of NFPA Standard 13 throughout all new buildings or structures, regardless of fire walls, with a gross floor area of 6,000 square feet or more, or with a total height of 55 feet or more above grade, or containing three or more stories.

Buildings or structures which presently exceed 6,000 square feet of floor area constructed prior to the adoption of this Code, upon or to which any alteration or additions are to be made which would add more than 2,000 square feet to the existing square footage of this building, shall have automatic sprinklers installed, as required herein and above.

Buildings or structures which presently do not exceed 6,000 square feet of floor area, to which any alterations or additions are made, and after such alterations or additions the floor area will exceed 8,000 square feet, shall have automatic sprinkler systems installed, as required herein and above. (Balance of Section to remain unchanged.)

**18.12.050 Table 1505.1 Amended — Roofing Classification.** Table 1505.1 is hereby amended by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto to read as follows:

TABLE 1505.1 <sup>a</sup>
MINIMUM ROOF COVERING CLASSIFICATION
FOR TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
В	В	В	В	В	В	В	В	В
	1 5	+ 204	0	<b>-</b>	-+ 0.00	202		

For SI: 1 foot = 304.8mm, 1 square foot = 0.0929m<sup>2</sup>

a. Unless otherwise required in accordance with Chapter 7A.

**18.12.060 Section 1505.1.3 Amended – Roof coverings within all other areas.** Section 1505.1.3 is hereby amended by the deletion of the entire section and the addition of a new section thereto, to read as follows:

**1505.1.3 Roof coverings within all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

<u>SECTION 4</u>: Chapter 18.14 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety to read as follows:

#### Chapter 18.14

#### **RESIDENTIAL CODE**

Sections:

18.14.010 18.14.020 18.14.030	Section R101.1 Amended — Title. Section R112 Amended — Board of Appeals. Section R902.1 Amended — Roofing covering
materials.	
18.14.040	Section R902.1.3 Amended — Roof coverings in all other areas.
18.14.050	Section R902.2 Amended — Fire-retardant-treated shingles and shakes.

**18.14.010 Section R101.1 Amended — Title.** Section 101.1 is hereby amended to read as follows:

**R101.1 Title.** These provisions shall be known as the Residential Code of the City of Garden Grove, and shall be cited as such and will be referred to herein as "this Code."

**18.14.020 Section R112 Amended — Board of Appeals.** Section R112 is hereby amended and restated to read as follows:

**R112 Board of Appeals.** The Administrative Board of Appeals for the City shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of the Building Codes and Regulations of the City of Garden Grove including, without limitation, this Code. Refer to Title 2, Chapter 2.54, of this Code.

#### 18.14.030 Section R902.1 Amended - Roof covering materials.

Section R902.1 is hereby amended to read as follows:

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section or where the edge of the roof

is less than 3 feet from a lot line. Class A and B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

- 1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
- 2. Class A roof assemblies include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.
- 3. Class A roof assemblies include minimum 16 ounces per square foot copper sheets installed over combustible decks.
- 4. Class A roof assemblies include slate installed over underlayment over combustible decks.

**18.14.040 Section R902.1.3 Amended - Roof coverings in all other areas.** Section R902.1.3 is hereby amended to read as follows:

**R902.1.3 Roof coverings in all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure and any roof covering applied in alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

**18.14.050 Section R902.2 Amended — Fire-retardant-treated shingles and shakes.** The first paragraph of Section R902.2 is hereby amended to read as follows:

**R902.2 Fire-retardant-treated shingles and shakes.** Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs. Fire-retardant-treated wood shakes and shingles shall comply with ICC-ES EG107 and with the weathering requirements contained in Health and Safety Code Section 13132.7 (j). Each bundle shall bear labels from an ICBO accredited quality control agency identifying their roof-covering classification and indicating their compliance with ICC-ES EG 107 and with the weathering requirements contained in Health and Safety Code Section 13132.7 (j).

<u>SECTION 5</u>: Chapter 18.24 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety to read as follows:

# Chapter 18.24

# PLUMBING CODE

Sections:	
18.24.010	Section 610.8 Amended — Size of Meter and Building
	Supply Pipe Using Table 610.4.
18.24.020	Table 610.4 Amended — Fixture Unit Table for
	Determining Water Pipe and Meter Sizes.

**18.24.010 Section 610.8 Amended — Size of Meter and Building Supply Pipe Using Table 610.4.** The last paragraph of Section 610.8 is hereby amended to read as follows:

No building supply pipe shall be less than one (1) inch in diameter for single-family dwellings and 3/4 inch in diameter for all other buildings.

**18.24.020** Table 610.4 Amended — Fixture Unit Table for Determining Water Pipe and Meter Sizes. Footnote Number 2 of Table 610.4 is hereby amended to read as follows:

2. Building supply - not less than 1" diameter for each single-family dwelling unit, and not less than <sup>3</sup>/<sub>4</sub>" diameter for all other buildings.

<u>SECTION 6</u>: Chapter 18.32 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety to read as follows:

# Chapter 18.32

#### FIRE CODE

Sections:	
18.32.010	Enforcement and Inspections.
18.32.020	Amendments to 2019 California Fire Code

**18.32.010 Enforcement and Inspections.** The 2019 California Fire Code shall be enforced by the Orange County Fire Authority, which shall be operated under the Director of Fire Services of the Orange County Fire Authority. The Director of Fire Services of the Fire Authority may detail such members of the Fire Authority as inspectors as shall be necessary from time to time.

# 18.32.020 Amendments to the 2019 California Fire Code.

### Chapter 1 Scope and Administration

Chapter 1, Scope and Administration, is adopted in its entirety, with the exception of Section 109, and with the following amendments:

Section 110.4, Violation penalties, is amended to read as follows:

**110.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 110.4.2, Infraction and misdemeanor, is hereby added as follows:

**110.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

# Chapter 2 Definitions

Chapter 2, Definitions, is adopted in its entirety with the following amendments:

Section 202, General Definitions, is amended by adding "OCFA," and "Spark Arrester" as follows:

**OCFA.** Orange County Fire Authority, fire authority having jurisdiction.

**SPARK ARRESTER.** A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

- 1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
- 2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

### Chapter 3 General Requirements

Chapter 3, General Requirements, is adopted in its entirety, with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

Section 304.1.2, Vegetation, is amended to read as follows:

**304.1.2 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6, Hazardous conditions, is added to read as follows:

**305.6 Hazardous conditions.** Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

- 1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
- 2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7, Disposal of rubbish, is added to read as follows:

**305.7 Disposal of rubbish.** Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies, is added to read as follows:

**307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-fuel devices, is hereby added as follows:

**307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction

> and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices using wood or fuels other than natural gas or liquefiedpetroleum gas, is hereby added as follows:

**307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

- 1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
- 2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1, Where prohibited, is hereby added as follows:

**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

- 1. Permanent fireplaces that are not located in a fuel modification zone.
- 2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 308.1.6.3, Sky lanterns, is amended to read as follows:

**308.1.6.3 Sky lanterns.** A person shall not ignite, release, or cause to be released a sky lantern.

Section 321, Fuel Modification Requirements for New Construction, is added to read as follows:

**321 Fuel Modification Requirements for New Construction.** All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 322, Clearance of brush or vegetation growth from roadways, is added to read as follows:

**322 Clearance of brush or vegetation growth from roadways.** The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 323, Unusual Circumstances, is added to read as follows:

**323 Unusual circumstances.** The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

- 1. Difficult terrain.
- 2. Danger of erosion.
- 3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
- 4. Stands or groves of trees or heritage trees.
- 5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 324, Use of Equipment, is added to read as follows:

**324 Use of equipment.** Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

- 1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
- 2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 324.1, Equipment and devices generating heat, sparks or open flames, is added to read as follows:

**324.1 Equipment and devices generating heat, sparks or open flames.** During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

- 1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
- 2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
- 3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
- 4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 324.2, Sparks arresters, is added to read as follows:

**324.2 Spark arresters.** Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

### Chapter 4 Emergency Planning and Preparedness

Chapter 4, Emergency Planning and Preparedness. Only the following sections, subsections, and amendment are adopted as listed below:

401 - 401.9 402 403.2 403.5 - 403.5.4 403.10.2.1.1 403.13 - 403.13.3 404.5 - 404.6.6 407

Section 407.5 is amended to read as follows:

**407.5 Hazardous Materials Inventory Statement.** Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

### Chapter 5 Fire Service Features

Chapter 5, Fire Service Features, is adopted in its entirety with the following amendments:

Section 501.1, Scope, is amended to read as follows:

**501.1 Scope.** Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone shall also comply with OCFA Guideline B-09a, "Fire Safe Development in State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone".

Section 510.1 Emergency responder radio coverage in new buildings is amended to read as follows:

**510.1 Emergency responder radio coverage in new buildings.** All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

- 1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
  - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
  - b. Elevators.
  - c. Structures that meet all of the following:
    - i. Three stories or less, and
    - ii. Do not have subterranean storage or parking, and
    - iii. Do not exceed 50,000 square feet on any single story.
  - d. Structures that meet all of the following:
    - i. Residential structures four stories or less, and
    - ii. Constructed of wood, and
    - iii. Do not have subterranean storage or parking, and
    - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this chapter shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Section 510.2, Emergency responder radio coverage in existing buildings, is deleted without replacement.

Section 510.3, Permit required, is deleted without replacement.

# Chapter 6

# **Building Services and Systems**

Chapter 6, Building Services and Systems, is adopted in its entirety without amendments.

### Chapter 7 Fire and Smoke Protection Features

Chapter 7, Fire and Smoke Protection Features, is adopted in its entirety without amendments.

### Chapter 8 Interior Finish, Decorative Materials and Furnishings

Chapter 8, Interior Finish, Decorative Materials and Furnishings, is adopted in its entirety without amendments.

# Chapter 9 Fire Protection and Life Safety Systems

Chapter 9, Fire Protection and Life Safety Systems, is adopted in its entirety with the following amendments:

Section 903.2, Where required, is amended to read as follows:

**903.2 Where required.** Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. New Buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19 an automatic fireextinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m2) as defined in Section 202, regardless of fire areas or allowable area.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

- 2. Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:
  - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet (465 m2) as defined in Section 202; or

- b. When an addition exceeds 2,000 square feet and the resulting building area exceeds 5,000 square feet.
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is amended to read as follows:

**Section 903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.

Existing R-3 Buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

- a. When an addition is 50% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
- b. An addition when the existing building is already provided with automatic sprinklers; or,
- c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

- 1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
- 2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
- 3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof

housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3, Hydraulically calculated systems, is added to read as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

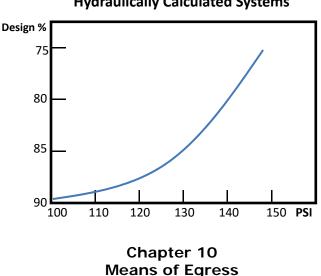


TABLE 903.3.5.3 Hydraulically Calculated Systems

Chapter 10, Means of Egress, is adopted in its entirety without amendments.

# Chapter 11 Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings. Only those sections and subsections are adopted as listed below:

1103.7 1103.7.3 1103.7.3.1 1103.7.8 - 1103.7.8.2 1103.7.9 - 1103.7.9.10 1103.8 - 1103.8.5.3 1103.9.1 1107 1113 1114 1115 1116

# Chapter 12 Energy Systems

Chapter 12, Energy Systems, is adopted in its entirety with the following amendment:

Section 1201.1.1, Other systems, is added to read as follows:

**1201.1.1 Other systems.** Where required by the fire code official, other systems and operations including but not limited to battery systems assembly, battery reconditioning and storage, research and development of battery storage systems, electric vehicle manufacturing and testing, and battery charging systems for cars and carts inside of buildings or structures, shall comply with this chapter.

Exception: When approved by the fire code official, charging stations for electric vehicles located in open parking garages of Type I or II construction.

# Chapter 20 Aviation Facilities

Chapter 20, Aviation Facilities, is adopted in its entirety without amendments.

# Chapter 21 Dry Cleaning

Chapter 21, Dry Cleaning, is adopted in its entirety without amendments.

# Chapter 22 Combustible Dust-Producing Operations

Chapter 22, Combustible Dust-Producing Operations, is adopted in its entirety without amendments.

# Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23, Motor Fuel-Dispensing Facilities and Repair Garages, is adopted in its entirety without amendments.

# Chapter 24 Flammable Finishes

Chapter 24, Flammable Finishes, is adopted in its entirety without amendments.

# Chapter 25 Fruit and Crop Ripening

Chapter 25, Fruit and Crop Ripening, is deleted in its entirety.

# Chapter 26 Fumigation and Insecticidal Fogging

Chapter 26, Fumigation and Insecticidal Fogging, is deleted in its entirety.

# Chapter 27 Semiconductor Fabrication Facilities

Chapter 27, Semiconductor Fabrication Facilities, is adopted in its entirety without amendments.

# Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

Chapter 28, Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities, is adopted in its entirety with the following amendments:

Section 2801.2, Permit, is amended to read as follows:

**2801.2 Permit.** Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2, Storage site, is amended to read as follows:

**2808.2 Storage site.** Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring wood products to the site.

Section 2808.3, Size of piles, is amended to read as follows:

**2808.3 Size of piles.** Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

- 1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
- 2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
- 3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
- 4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
- 5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4, Pile separation, is amended to read as follows:

**2808.4. Pile separation.** Piles shall be separated from adjacent piles by minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile fire protection, is amended to read as follows:

**2808.7 Pile fire protection.** Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-handling equipment, is amended to read as follows:

**2808.9 Material-handling equipment.** All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature control, is added to read as follows:

**2808.11 Temperature control.** The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile temperature control, is added to read as follows:

**2808.11.1 Pile temperature control.** Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New material temperature control, is added to read as follows:

**2808.11.2 New material temperature control.** New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water availability, is added to read as follows:

**2808.12 Water availability.** Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping area, is added to read as follows:

**2808.13 Tipping area.** Tipping areas shall comply with the following:

- 1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
- 2. Material within a tipping area shall not exceed 5 feet in height at any time.

- 3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
- 4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.

5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency Contact, is added to read as follows:

**2808.14 Emergency Contact.** The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

#### Chapter 29 Manufacture of Organic Coatings

Chapter 29, Manufacture of Organic Coatings, is adopted in its entirety without amendments.

#### Chapter 30 Industrial Ovens

Chapter 30, Industrial Ovens, is adopted in its entirety without amendments.

#### Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures, is adopted in its entirety without amendments.

## Chapter 32 High-Piled Combustible Storage

Chapter 32, High-Piled Combustible Storage, is adopted in its entirety without amendments.

## Chapter 33 Fire Safety During Construction and Demolition

Chapter 33, Fire Safety During Construction and Demolition, is adopted in its entirety without amendments.

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## Chapter 34 Tire Rebuilding and Tire Storage

Chapter 34, Tire Rebuilding and Tire Storage, is adopted in its entirety without amendments.

#### Chapter 35 Welding and Other Hot Work

Chapter 35, Welding and Other Hot Work, is adopted in its entirety without amendments.

## Chapter 36 Marinas

Chapter 36, Marinas, is adopted in its entirety without amendments.

#### Chapter 37 Combustible Fibers

Chapter 37, Combustible Fibers, is adopted in its entirety without amendments.

## Chapter 39 Processing and Extraction Facilities

Chapter 39, Processing and Extraction Facilities, is adopted in its entirety without amendments.

#### Chapter 48

## Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations

Chapter 48, Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations, is adopted in its entirety without amendments.

#### Chapter 49 Requirements for Wildland-Urban Interface Fire Areas

Chapter 49, Requirements for Wildland-Urban Interface Fire Areas, is adopted in its entirety with the following amendments:

Section 4906.3, Requirements, is amended to read as follows:

**4906.3 Requirements.** Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

- 1. Public Resources Code, Section 4291.
- 2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation "General Guideline to Create Defensible Space").
- 3. California Government Code, Section 51182.
- 4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
- 5. OCFA Guideline C-05 "Vegetation Management Guideline Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 4908, Fuel modification requirements for new Construction, is added to read as follows:

**4908 Fuel modification requirements for new construction.** All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

- 1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
- 2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
- 3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."
  - a. The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.
- 4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
- 5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

#### Chapter 50

## Hazardous Materials – General Provisions

Chapter 50, Hazardous Materials – General Provisions, is adopted in its entirety with the following amendments.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is amended to read as follows:

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority's Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information:

- 1. Product Name.
- 2. Component.
- 3. Chemical Abstract Service (CAS) number.
- 4. Location where stored or used.
- 5. Container size.
- 6. Hazard classification.
- 7. Amount in storage.
- 8. Amount in use-closed systems.
- 9. Amount in use-open systems.

Section 5003.1.1.1, Extremely Hazardous Substances, is added to read as follows:

**5003.1.1.1 Extremely Hazardous Substances.** No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

#### Chapter 51 Aerosols

Chapter 51, Aerosols, is adopted in its entirety without amendments.

# Chapter 53 Compressed Gases

Chapter 53, Compressed Gases, is adopted in its entirety without amendments.

## Chapter 54 Corrosive Materials

Chapter 54, Corrosive Materials, is adopted in its entirety without amendments.

## Chapter 55 Cryogenic Fluids

Chapter 55, Cryogenic Fluids, is adopted in its entirety without amendments.

#### Chapter 56 Explosives and Fireworks

Chapter 56, Explosives and Fireworks, is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added to read as follows:

**5608.2 Firing.** All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is added to read as follows:

**Section 5608.3 Application for Permit.** A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

## Chapter 57 Flammable and Combustible Liquids

Chapter 57, Flammable and Combustible Liquids, is adopted in its entirety with the exception of Section 5707, with the following amendment:

Section 5707 On-Demand Mobile Fueling Operations is deleted without replacement.

Section 5701.1.1 Mobile fueling is added as follows:

**Section 5701.1.1 Mobile fueling.** On-demand mobile fueling of Class I, II, and III liquids into the fuel tanks of vehicles is prohibited.

#### Chapter 58 Flammable Gases and Flammable Cryogenic Fluids

Chapter 58, Flammable Gases and Flammable Cryogenic Fluids, is adopted in its entirety with the exception of Section 5809 and with the following amendment:

Section 5801.1, Scope, is amended to read as follows:

**Section 5801.1 Scope.** The storage and use of flammable gases and flammable cryogenic fluids shall be in accordance with this chapter, NFPA 2 and NFPA 55. Compressed gases shall also comply with Chapter 53 and cryogenic fluids shall also comply with Chapter 55. Flammable cryogenic fluids shall comply with Section 5806. Hydrogen motor fuel-dispensing stations and repair garages and their associated above-ground hydrogen storage systems shall also be designed, constructed and maintained in accordance with Chapter 23. Mobile fueling of gaseous and liquid hydrogen, compressed natural gas (CNG), and liquefied natural gas (LNG) into the fuel tanks of vehicles is prohibited.

Exceptions:

- 1. Gases used as refrigerants in refrigeration systems (see Section 605).
- 2. Liquefied petroleum gases and natural gases regulated by Chapter 61.
- 3. Fuel-gas systems and appliances regulated under the California Mechanical Code and the California Plumbing Code other than gaseous hydrogen systems and appliances.
- 4. Pyrophoric gases in accordance with Chapter 64.
- 5. Section 5809 Mobile Gaseous Fueling of Hyrdrogen-Fueled Vehicles is deleted without replacement.

## Chapter 59 Flammable Solids

Chapter 59, Flammable Solids, is adopted in its entirety without amendments.

#### Chapter 60 Highly Toxic and Toxic Materials

Chapter 60, Highly Toxic and Toxic Materials, is adopted in its entirety without amendments.

#### Chapter 61 Liquefied Petroleum Gases

Chapter 61, Liquefied Petroleum Gases, is adopted in its entirety without amendments.

#### Chapter 62 Organic Peroxides

Chapter 62, Organic Peroxides, is adopted in its entirety without amendments.

#### Chapter 63

#### Oxidizer, Oxidizing Gases, and Oxidizing Cryogenic Fluids

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Chapter 63, Oxidizer, Oxidizing Gases, and Oxidizing Cryogenic Fluids, is adopted in its entirety without amendments.

#### Chapter 64 Pyrophoric Materials

Chapter 64, Pyrophoric Materials, is adopted in its entirety without amendments.

#### Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65, Pyroxylin (Cellulose Nitrate) Plastics, is adopted in its entirety without amendments.

## Chapter 66 Unstable (Reactive) Materials

Chapter 66, Unstable (Reactive) Materials, is adopted in its entirety without amendments.

#### Chapter 67 Water-Reactive Solids and Liquids

Chapter 67, Water-Reactive Solids and Liquids, is adopted in its entirety without amendments.

# Chapter 80 Referenced Standards

Chapter 80, Referenced Standards, is adopted in its entirety with the following amendments:

**NFPA 13, 2016 Edition**, Standard for the Installation of Sprinkler Systems, is amended as follows:

Section 6.7.3 is amended to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of  $2\frac{1}{2}$ " inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four  $2\frac{1}{2}$ " inlets shall be provided.

Section 8.3.3.1 is amended to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of 8.4.5
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 8.15.1.2.7 is amended to read as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

Section 11.1.1.1 is added to read as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is added to read as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 2) Use a maximum of 40 psi, if available;
- 3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

**NFPA 13D 2016 Edition**, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is amended as follows:

Section 7.1.2 is amended to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

**NFPA 14, 2013 Edition**, Installation of Standpipe and Hose Systems is amended as follows:

Section 7.3.1.1 is amended to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

**NFPA 24, 2016 Edition**, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is amended as follows:

Section 6.2.8.1 is added to read as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

- 1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
- 2. Where OS&Y values on the detector check assembly are the only control values, at least one OS&Y value shall be painted red.

Section 6.2.9 is amended to read as follows:

6.2.9 All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is added to read as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is amended to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is added to read as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 204 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

#### Appendices

Appendix B is adopted in its entirety with amendments outlined in Guideline B-09.

Appendices BB, C, and CC are adopted in their entirety without amendments.

<u>SECTION 7</u>: Findings. Pursuant to the provisions of the California Health & Safety Code Section 17958.7, it is determined that the amendments of building standards within the California Building Standards Code in this Ordinance are reasonably necessary because of local climatic, geological, or topographical conditions, and as more specifically described below.

#### A. <u>FINDINGS</u>.

#### I. Climatic Conditions

- A. Garden Grove is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.
- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods may also disrupt utility services to buildings and facilities within the City.

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- C. Garden Grove is in a suburban area which is fully developed. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.
- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.
- E. The local water supply is "hard" and contains high amounts of minerals which can negatively affect the plumbing used fro supply and drain lines in buildings.
- F. Untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wooden roofs become flying brands and are carried by the wind to other locations and thereby spread fire quickly.

#### **II**. Topographical conditions

- A. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout the City.
- B. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

# III. Geological Conditions

Garden Grove is located in a highly active seismic area in Orange County. The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Garden Grove City Council Ordinance No. 2910 Page 34

> Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

- A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."
- B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the City are major roadways, highways and flood control channels that create barriers and slow response times. Street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and at times may make an emergency access route impassable.
- C. Portions of the County near Garden Grove contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary for implementation of appropriate mitigation.
- D. The viability of the public water system would be questionable after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 75-foot level.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

## B. <u>APPLICATION OF FINDINGS TO AMENDMENTS TO CALIFORNIA BUILDING</u> <u>STANDARDS CODE</u>.

CODE SECTION	TITLE (Clarification)	FINDINGS
CBC 105.2		&
CBC 903.2		1&11
CBC Table		1
1505.1		
CBC 1505.1.3		1
CRC R902.1		1
CRC 902.1.3		1
CRC 902.2		1
CRC 610.8		1&11
CPC Table		1&11
610.4		
CFC 110.4	Violation penalties	Administrative
CFC 110.4.2	Infraction & Misdemeanor	Administrative
CFC 202	General definitions	Administrative
CFC 304.1.2	OCFA Vegetation Management	
CFC 305.6	Hazardous conditions	1&11
CFC 305.7	Disposal of rubbish	1&11
CFC 307.6	Outdoor Fire Places, etc.	Administrative
CFC 307.6.1	Gas-fueled devices	1&11
CFC 307.6.2	Devices using wood or fuels other than natural gas or LPG	1&11
CFC 307.6.2.1	Where prohibited	1&11
CFC 308.1.6.3	Sky lanterns	1
CFC 309.2.1	Indoor charging of electric cars	Administrative
CFC 321	Fuel modification requirements for new construction	1
CFC 322	Clearance of brush or vegetation growth from roadways	1
CFC 323	Unusual circumstances	Administrative
CFC 324	Use of equipment	1
CFC 324.1	Use of equipment and devices generating heat, sparks or open flames	1
CFC 324.2	Spark arrestors	1&11
CFC 407.5	Hazardous material inventory statement	1&11

CFC 501.1	Scope	Administrative , I, II &
		111
CFC 510.1	Emergency responder radio coverage	Administrative
CFC 903.2	Where required (Sprinklers)	1, 11 & 111
CFC 903.2.8	Group R (Sprinklers)	1, 11 & 111
CFC 903.3.5.3	Hydraulically calculated systems	&
CFC 1201.1.1.1	Other systems	1, 11, 111
CFC 2801.2	Permit	Administrative
CFC 2808.2	Storage site	Administrative
CFC 2808.3	Size of piles	1
CFC 2808.4	Pile separation	1
CFC 2808.7	Pile fire protection	1
CFC 2808.9	Material-handling equipment	1
CFC 2808.11	Temperature control	1
CFC 2808.11.1	Pile temperature control	I
CFC 2808.11.2	New material temperature control	1
CFC 2808.12	Water availability for piles	1
CFC 2808.13	Tipping area	1
CFC 2808.14	Emergency contact	Administrative
CFC 4906.3	Requirements-OCFA Vegetation Management	1
	Guideline	
CFC 4908	Fuel modification requirements for new	1
	construction	
CFC 5001.5.2	Hazardous materials inventory statement	Administrative
CFC 5003.1.1.1	Extremely hazardous substances	1&11
CFC 5608.2	Firing	Administrative
CFC 5608.3	Application for permit	Administrative
CFC 5701.1.1	Mobile Fueling	1&11
CFC 5801.1	Scope	1&11
CFC Chapter 80	Reference Standards	N/A
CFC	2016 NFPA 13 (Sprinkler Systems)	Administrative
		,    &
CFC	2016 NFPA 13-D (Single Family Sprinkler	1&11
	Systems)	
CFC	2013 NFPA 14 (Standpipe Systems)	Administrative
CFC	2016 NFPA 24 (Underground Water Supply	Administrative
	Systems)	,
		111

<u>SECTION 8</u>: Filing with the California Building Standards Commission. A copy of this Ordinance shall be filed with the California Building Standards Commission by the City Clerk of the City of Garden Grove as required by Health & Safety Code Section 17958.7.

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SECTION 9: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 10: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law. This Ordinance shall take effect thirty (30) days after adoption, or January 1, 2020, whichever is later.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

MAYOR

CITY CLERK

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on October 22, 2019, with a vote as follows:

AYES: COUNCIL MEMBERS: (6) BRIETIGAM, O'NEILL, BUI, KLOPFENSTEIN, NGUYEN K., JONES

COUNCIL MEMBERS: NOES: (0) NONE

(1) NGUYEN T.

ABSENT: COUNCIL MEMBERS:

# Agenda Item - 5.a.

# 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 on the Traffic Commission. (Action Item)	Date:	11/12/2019

Attached is a list of applicants to consider for appointment to fill the vacancy on the Traffic Commission.

#### **ATTACHMENTS:**

Description	Upload Date	Туре	File Name
Traffic Commission applicant list	11/6/2019	Backup Material	11-12- 19_TRAFFIC_COMMISSION_APPLICANTS.pdf

# TRAFFIC COMMISSION APPLICATIONS SUBMITTED TO FILL VACANCY

NAME	APPLICATION DATE
Ashland, Bert	June 3, 2019
Grabow, Jerry	June 4, 2019
Huynh, Valerie	November 5, 2019
Nguyen, Matt	June 3, 2019
Taylor, Donald	June 3, 2019
Vazquez, Yasmin	November 4, 2019
Webb, James	June 4, 2019
Wasinger, Christopher	June 4, 2019

# TRAFFIC COMMISSION APPLICATIONS SUBMITTED FOR BIENNIAL APPOINTMENTS

Bram, Allen	December 17, 2018
Do, Anh	December 16, 2018
Gossett, Barbara	November 14, 2018
Hurley, Kevin	January 4, 2019
Luce, David	January 11, 2019
Nguyen, Andrew	August 21, 2018
Nguyen, Lynh	January 26, 2019
Paredes, Mark Anthony	December 4, 2018
Porter, Dale	December 14, 2018
Stanley, Joe	January 8, 2019
Taylor, Donald	December 15, 2018
Wildsmith, John	January 7, 2019

# 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 Los Angeles Engineering, Inc. fo the construction of Project No. 7281, Bicycle and Pedestrian Trail on the Orange County Transportation Authority (OCTA) Right-of-Way from Stanford Avenue to Brookhurst Street. (Cost: \$1,904,198) ( <i>Action Item</i> )	Date: r	11/12/2019

#### <u>OBJECTIVE</u>

For the City Council to award a contract to Los Angeles Engineering, Inc. for the construction of the Bicycle and Pedestrian Trail project in the Orange County Transportation Authority (OCTA) right-of-way (formerly Pacific Electric Railway), from Stanford Avenue to Brookhurst Street, Project Number 7281.

#### <u>BACKGROUND</u>

The City of Garden Grove proposes to construct a bicycle and pedestrian trail in the former Pacific Electric Railroad right-of-way (ROW) currently owned by OCTA, from Stanford Avenue to Brookhurst Street (approximately 3,725 feet). This is a continuation of the recently constructed bicycle and pedestrian trail pilot project in the OCTA ROW from Nelson Street to Stanford Avenue (approximately 800 feet).

The City's Active Transportation Program (ATP) federal grant application (Project No. ATPL 5328-077) requested funds for environmental study, design and construction. To date, Public Works Engineering has completed the environmental study and design phase.

#### DISCUSSION

The proposed project generally consists of a 12 foot wide, bi-directional bike path made up of asphalt concrete pavement and an 8 foot wide pedestrian walk made up of disintegrated/decomposed granite. Signing and striping, decorative and

removable bollards, and trail lights, are also included. The improvements within the street ROW include street crossings, bulb-out design, pedestrian actuated crossing signals and traffic signalization modification or upgrade. Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100.

Four (4) qualified bids were received and opened by the City Clerk's Office at 11:00 a.m. on September 26, 2019. The lowest qualified bidder is Los Angeles Engineering Inc. with a total bid of \$1,904,198. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract- NBegin Construction (estimated)- JaiComplete Construction (estimated)- Ma

- November 12, 2019 - January 6, 2020 - May 29, 2020

## FINANCIAL IMPACT

The proposed project is currently budgeted for \$1,496,150 in Fund 359, Federal Grants/HSIP. The contract amount, along with contingency and contract management services exceed the project's existing appropriation, as such, an additional amount of \$728,000 is necessary to complete the project. The additional amount will be funded by AQMD funds and Park fees in the amount of \$400,000 and \$328,000 respectively.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Los Angeles Engineering, Inc. in the amount of \$1,904,198 for Project No. 7281, Bicycle and Pedestrian Trail project in the Orange County Transportation Authority right-of-way (formerly Pacific Electric Railway) from Stanford Avenue to Brookhurst Street;
- Authorize additional appropriation from the fund balances of the following funds: \$400,000 from AQMD, Fund 225 \$328,000 from Park Fees, Fund 086; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Mike Santos, P.E., Associate Engineer

#### ATTACHMENTS:

Description	Upload Date	Туре	File Name
AGREEMENT	11/6/2019	Agreement	Construction_Agreement _Bike_Trail.docx
BID SUMMARY	11/6/2019	Backup Material	BID_SUMMARY_7281.pdf

# CONSTRUCTION AGREEMENT

# Los Angeles Engineering Inc.

**THIS AGREEMENT** is made this **12<sup>th</sup>** day of **November, 2019** by the **CITY OF GARDEN <u>GROVE</u>**, a municipal corporation, ("CITY"), and **<u>Los Angeles Engineering Inc.</u>** hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the BICYCLE AND PEDESTRIAN TRAIL ON THE OCTA RAILWAY ROW, FROM BROOKHURST ST. TO STANFORD AVE., FEDERAL PROJECT NO. ATPL-5328 (077), CITY PROJECT NO. 7281

#### RECITALS:

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated **November 12, 2019**.
- CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the BICYCLE AND PEDESTRIAN TRAIL ON THE OCTA RAILWAY ROW, FROM BROOKHURST ST. TO STANFORD AVE., FEDERAL PROJECT NO. ATPL-5328 (077), CITY PROJECT NO. 7281
- 3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

#### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

- **5.2** <u>Materials and Labor</u>. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 <u>Project</u>. The PROJECT is described as: **BICYCLE AND PEDESTRIAN TRAIL ON** THE OCTA RAILWAY ROW, FROM BROOKHURST ST. TO STANFORD AVE., FEDERAL PROJECT NO. ATPL-5328 (077), CITY PROJECT NO. 7281
- **5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **BICYCLE AND PEDESTRIAN TRAIL ON THE OCTA RAILWAY ROW, FROM BROOKHURST ST. TO STANFORD AVE., FEDERAL PROJECT NO. ATPL-5328 (077), CITY PROJECT NO. 7281**. Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.
- **5.5** <u>**Time of Commencement and Completion.</u>** CONTRACTOR shall have **fourteen (14) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the fourteen (14) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.</u>

The Contract time shall commence on the fifteenth (15<sup>th</sup>) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings within fourteen (14) calendar days. The working day clock for both projects starts on the same day, fifteen calendar days after the Notice to Proceed is issued. The CONTRACTOR shall diligently prosecute the work on the project within <u>Ninety (90) working days</u> to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

**5.6** <u>**Time is of the Essence.**</u> Time is of the essence of this Contract.

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

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

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

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

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

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

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

# 5.9 <u>Changes in Project</u>.

- **5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
  - a. In the Specifications (including drawings and designs);
  - b. In the time, method or manner of performance of the work;
  - c. In the CITY -furnished facilities, equipment, materials, services or site; or
  - d. Directing acceleration in the performance of the work.

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

**5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of ant potential change order or

claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- **5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.
- **5.9.4** Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- **5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- **5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- **5.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.
- 5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per day for each and every calendar day during which completion of the Bicycle and Pedestrian Trail on the OCTA Railway ROW project has not been completed within the required ninety (90) working day period. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the

amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 <u>Contract Price and Method of Payment</u>. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of <u>Dollars \$1,904,198.00 (\$ One Million Nine Hundred and Four Thousand, One Hundred and Ninety Eight),</u> as itemized in the bid proposal.

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

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

- **5.12** Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.
- **5.13** <u>**Completion**</u>. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

# 5.14 CONTRACTOR 's Employees Compensation

**5.14.1** General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations

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

- **5.14.2** Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit <u>one hundred dollars (\$100.00) for each calendar day</u> or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- **5.14.3 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).
- **5.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- **5.14.5** <u>**Record of Wages: Inspection.**</u> CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such

matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

- **5.14.6 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.
- **5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).
- **5.14.7 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- **5.15** <u>Surety Bonds</u>. CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY."

## 5.16 Insurance.

**5.16.1** <u>COMMENCEMENT OF WORK</u>. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received

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

- **5.16.2** CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- **5.16.3** CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.
- **5.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

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

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

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

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

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

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

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

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

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

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

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

## 5.18 <u>Termination</u>.

- **5.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- **5.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.
- **5.18.3** Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.
- **5.18.4** Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.
- **5.19** <u>Warranty</u>. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

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

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

**5.20** <u>Attorneys' Fees</u>. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold,

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

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

TO CITY:

TO CONTRACTOR:

City of Garden Grove. Public Works Department Attention: Mike Santos 11222 Acacia Parkway Garden Grove, CA 92842 (714) 741-5190 (714) 741-5578 Fax **5.22** <u>Required Federal-Aid Contract Language</u>. The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

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#### 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hg/bep/find\_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

#### a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

#### b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

- 1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
- 2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- 3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- 4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
- 5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- 6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- 7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
- 8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

#### c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

#### d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

- 1. Notify the Engineer of any changes to its anticipated DBE participation
- 2. Provide this notification before starting the affected work
- 3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors.* Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

#### e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

- 1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
- 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7. Listed DBE becomes bankrupt or insolvent.

- 8. Listed DBE voluntarily withdraws with written notice from the Contract
- 9. Listed DBE is ineligible to receive credit for the type of work required.
- 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- 11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

- 1. One or more of the reasons listed in the preceding paragraph
- 2. Notices from you to the DBE regarding the request
- 3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

- 2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.
- 3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible bidder.

#### 5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

#### 6. CHANGED CONDITIONS

#### a. Differing Site Conditions

- 1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

- 3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

#### b. Suspensions of Work Ordered by the Engineer

- 1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- 2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- *3.* No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- 4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

#### c. Significant Changes in the Character of Work

- 1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- 2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- 3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- 4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### 7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of <u>Garden Grove</u>.

The contract work shall be diligently prosecuted by the Contractor to completion before the expiration of 90 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract. The working day clock for the project starts on the day, stated in the Notice to Proceed is issued by the City to the Contractor.

The Contractor shall pay to the City of <u>Garden Grove</u> the sum of **\$2,500.00 per day** for each and every calendar day during which completion of contract work has not been completed within their respective ninety (90) working day period.

#### 8. BUY AMERICA

# Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

- 1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
- 2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

- 1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
- 2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

#### 9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

#### 10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

(The local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)

#### (EITHER)

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

#### (OR)

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall. Page 222 of 261

subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### (OR)

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### 11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

#### General

1

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

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction

subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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

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

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

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

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

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

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

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

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

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

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

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

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

 b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices. c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and onthe-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient

referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on

board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph additional classification and wage rates contention (WH=1321) shall be 1.b. of this section) and the Davis-Bacon poster (WH=1321) shall be Page 226 of 261

posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at

http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5.** Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;(2) the prime contractor remains responsible for the quality of

the work of the leased employees; (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is

estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

#### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

#### MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA	25.6
176	CA Santa Clara, CA 7485 Santa Cruz, CA	19.6
	CA Santa Cruz 7500 Santa Rosa	14.9
	CA Sonoma 8720 Vallejo-Fairfield-Napa, CA	9.1
	CA Napa; CA Solano Non-SMSA Counties:	17.1
	CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
177	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA:	
	SMSA Counties: 5170 Modesto, CA	12.3
178	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8

	Economic Area	Goal (Percent)
	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
179	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	22.6
	Non-SMSA Counties:	23.6
	CA Kings; CA Madera; CA Tulare	
	Los Angeles, CA: SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	11.7
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
180	6000 Oxnard-Simi Valley-Ventura, CA	21.5
180	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	16.9
181	7320 San Diego, CA CA San Diego	10.9
	Non-SMSA Counties	18.2
	CA Imperial	10.2

#### MINORITY UTILIZATION GOALS

For each July during which work is performed under the contract, you and each non materialsupplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

#### **13. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is <u>0</u>.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of \_\_\_\_\_:

- 1. Number of apprentices or trainees to be trained for each classification
- 2. Training program to be used
- 3. Training starting date for each classification

Obtain the City/County's of \_\_\_\_\_\_ approval for this submitted information before you start work. The City/County of \_\_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

- 1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
- 2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of and FHWA approves a program if one of the following is met:

- 1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
- 2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

- 1. For on-site training
- 2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
  - Contribute to the cost of the training
  - Provide the instruction to the apprentice or trainee
  - Pay the apprentice's or trainee's wages during the off-site training period
- 3. If you comply this section.

Each apprentice or trainee must:

- 1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
- 2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

- 1. Copy of the program you will comply with in providing the training
- 2. Certification showing the type and length of training satisfactorily completed

## **14. TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) <u>Compliance with Regulations</u>: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) <u>Nondiscrimination</u>: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) <u>Solicitations for Sub-agreements, Including Procurements of Materials and Equipment</u>: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) <u>Information and Reports</u>: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required

of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) <u>Sanctions for Noncompliance</u>: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) <u>Incorporation of Provisions</u>: CONTRACTOR shall include the provisions of paragraphs
   (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## 15. USE OF UNITED STATES-FLAG VESSELS

#### The CONTRACTOR agrees-

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

## Maintain records and submit reports documenting your performance under this section

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

Date:	CITY" CITY OF GARDEN GROVE		
<b>ATTEST</b> :	By: Scott C. Stiles City Manager		
City Clerk			
Date:	"CONTRACTOR"		
	CONTRACTOR'S State License No(Expiration Date:)		
	By:		
	Title:		
APPROVED AS TO FORM:	Date:		
Garden Grove City Attorney Date	If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.		

## CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT Engineering Division

## **BID SUMMARY SHEET**

## <u>FOR</u>

### PROJECT NO. 7281 BICYCLE AND PEDESTRIAN TRAIL ON THE OCTA ROW, FROM STANFORD AVENUE TO BROOKHURST STREET

## BID OPENING: DATE: <u>September 26, 2019</u>

#### ENGINEER'S ESTIMATE: <u>\$ 1,300,000</u>

Bidder's Name	Total Bid	% Under/Over Engrs. Est
Los Angeles Engineering, Inc	\$1,904,198.00	32% over
Onyx Paving Company Inc.	\$1,960,023.00	34% over
Sequel Contractors, Inc.	\$2,030,151.00	36% over
All American Asphalt	\$2,229,742.00	42% over

## **City of Garden Grove**

#### **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Introduction and first reading of an Ordinance amending Animal Control and various Fire Department related provisions, including Fireworks Regulations	) Date:	11/12/2019

#### <u>OBJECTIVE</u>

To present to the City Council an ordinance enacting a prohibition against feeding wildlife or undomesticated animals, adopting a cat management program, and revising various provisions that were previously performed by the Fire Department.

#### BACKGROUND

After receiving multiple complaints of individuals creating a nuisance with the feeding of feral cats, Animal Control staff requested the enactment of regulations prohibiting the feeding of wildlife and undomesticated animals, and the formal establishment of a cat "return to field" program.

In addition, the new contract with the OCFA requires that various functions previously performed by former Fire Department personnel be reassigned other departments or referred to the OCFA.

This ordinance enacts a prohibition against feeding wildlife or undomesticated animals, adopts a cat management program, and revises the provisions of the Municipal Code that were previously performed by the Fire Department, which are being transferred to other departments and the Orange County Fire Authority, including revisions to Chapter 5.28 pertaining to Fireworks and fireworks stands permit regulations.

#### DISCUSSION

The revisions to the Municipal Code are summarized below.

#### Animal Control

The ordinance adds a new section 6.04.150, which prohibits the feeding of wildlife or undomesticated animals, which would include, for example, feral cats, coyotes, possums and squirrels. This is not an exhaustive list of animals covered.

The ordinance further adds a new section 6.04.160, which formalizes the "return to field" or "trap-neuter-return" program for feral cats. It specifically permits trapping for purposes of implementing a return to field program but requires anyone wishing to trap to first obtain a permit from Animal Control.

## Former Fire Department Related Revisions

The ordinance revises various provisions of the Municipal Code relating to functions that were performed by fire department personnel as follows:

- The provisions in Chapter 5.10 pertaining to ambulances were changed to refer to the OCFA or the OCFA-designated Fire Chief or the City Manager where appropriate.
- The weed abatement and Hazmat regulations have been reassigned from the Fire Chief to the City Manager or his/her designee, and acknowledge that services performed by OCFA will be subject to its regulatory fees.

## <u>Fireworks</u>

Because the former fire department had a major role in fireworks stands permitting, the complete chapter 5.28 pertaining to fireworks is being revised. Most sections have revisions. Generally, the permitting functions are being consolidated in the Finance Department, where fireworks stand applications have traditionally started. Many regulations have been clarified. The revisions that could be considered major include the following:

- The permit fee will be revised by resolution, and will most likely increase to help recover more of the costs of processing annual applications.
- The maximum number of temporary fireworks stands is being reduced from 45 to 30. For the last couple of years, the number of applicants has been declining now that other cities are also permitting the sale of fireworks. Reducing the number of permits will help reduce the costs to the City of processing applications.
- Appeals will no longer be heard by the City Council. Appeals will now be delegated to the City Manager or his/her designee and their decision will become final.

#### FINANCIAL IMPACT

The amendments will not have a financial impact. Adjustments to fireworks permits fees will be address by a future resolution of the City Council.

#### RECOMMENDATION

It is recommended that the City Council:

• Introduce the Ordinance Amending the Municipal Code pertaining to Animal Control regulations and services formerly performed by the Fire Department, including revisions to the fireworks regulations, and pass it to second reading.

ATTACHMENTS:						
Description	Upload Date	Туре	File Name			
CC Ordinance	11/7/2019	Cover Memo	11-12- 19_cc_Ordinance_Amending_Animal_and_Fire_Dept_Related_Regulations.pdf			

## ORDINANCE NO.

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING VARIOUS PROVISIONS OF THE GARDEN GROVE MUNICIPAL CODE PERTAINING TO ANIMAL CONTROL AND SERVICES FORMERLY PERFORMED BY THE FIRE DEPARTMENT THAT ARE BEING TRANSFERRED TO OTHER DEPARTMENTS AND TO THE ORANGE COUNTY FIRE AUTHORITY, INCLUDING REVISIONS TO FIREWORKS REGULATIONS

#### <u>City Attorney Summary</u>

This Ordinance enacts a prohibition against feeding wildlife or undomesticated animals, adopts a cat management program, and revises the provisions of the Garden Grove Municipal Code that were previously performed by the Fire Department, which are being transferred to other departments and the Orange County Fire Authority, including revisions to Chapter 5.28 pertaining to Fireworks and fireworks stands permit regulations.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

<u>SECTION 1</u>: <u>Animal Control</u>. Section 6.04.150 is hereby added to Chapter 6.04 (Animal Regulations) of Title 6 (Health and Sanitation) of the Garden Grove Municipal Code to read as follows:

#### 6.04.0150 Feeding Wildlife or Undomesticated Animals Prohibited

No person shall feed or in any manner intentionally provide food as sustenance or to encourage domesticity in wildlife and/or an undomesticated animal, with the exception of a bird feeder in the yard. Living food sources such as trees and gardens not intended to attract undomesticated animals shall not be considered as undomesticated animals feeding. Provided, further, that the prohibition herein shall not apply to employees, agents or contractors of the City, County, State and Federal government or veterinarians who in the course of their official duties have undomesticated animals in their custody.

<u>SECTION 2: Management of Cat Population</u>. Section 6.04.160 is hereby added to Chapter 6.04 (Animal Regulations) of Title 6 (Health and Sanitation) of the Garden Grove Municipal Code to read as follows:

#### 6.04.160 Management of Cat Population; Permitted Acts

A. <u>Definitions</u>. For purposes of this Section, the following terms shall have the following meanings:

"Community Cat" shall mean a free-roaming cat who may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral (undomesticated). "Community Cat Caregiver" shall mean a person who, in accordance with and pursuant to a policy of Trap-Neuter-Return, provides care, including, food, shelter or medical care to a community cat, while not being considered the owner, harborer, controller, or keeper of a community cat.

"Eartipping" shall mean the removal of the distal one-quarter of a community cat's left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

"Trap-Neuter-Return" or "Return to Field" shall mean the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning community cats to their original location.

- B. <u>Permitted Acts</u>. The following actions shall be permitted in the City as part of Trap-Neuter-Return:
  - 1. Trapping, subject to subdivision (C) below, for the sole purpose of sterilizing, vaccinating for rabies, and eartipping community cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.
  - 2. An eartipped cat received by local shelters will be returned to the location where trapped unless veterinary care is required. A trapped eartipped cat will be released on site unless veterinary care is required.
  - 3. A person who returns a community cat to its original location while conducting Trap-Neuter-Return is not deemed to have abandoned the cat.
  - 4. Trap-Neuter-Return shall be the preferred disposition for impounded community cats. The Director and the local shelter are authorized and encouraged to conduct Trap-Neuter-Return or to direct impounded community cats to a Trap-Neuter-Return program.
- C. <u>Trapping Permit Required</u>. No person shall set up a trap or perform any trapping of a cat without first obtaining a permit therefor from the Director. The term of the permit shall be valid for one year, from January to December of each calendar year.

Garden Gove City Council Ordinance No. Page 3

<u>SECTION 3</u>: <u>Ambulances</u>. The definition of "City Fire Department" and "Fire Chief" in Section 5.10.020 of the Garden Grove Municipal Code shall be revised to state:

"City Fire Department" means the Orange County Fire Authority.

"Fire Chief" means the Fire Chief designated by the Orange County Fire Authority for the City of Garden Grove.

<u>SECTION 4</u>: <u>Ambulance Contract</u>. Subdivision B of Section 5.10.130 of Chapter 5.10 (Ambulances) of Title 5 (Business Operation Taxes, Permits and Regulations) of the Garden Grove Municipal Code is hereby amended to read as follows (deletions in strikethrough, additions in **bold**):

B. The Fire Chief City Manager or his/her designee shall administer the contracts for ambulance service awarded by the City Council under this section. The Fire Chief City Manager or designee shall also prepare and keep current emergency response area lists specifying contract providers for each area. The Fire Chief City Manager or designee shall include on the list for emergency response area the provider that has entered into an ambulance service agreement with the City as the primary contractor, as well as the emergency ambulance service for that area.

<u>SECTION 5</u>: <u>Ambulance Rules</u>. Subdivisions B and C of Section 5.10.140 (Rules and Regulations) of Chapter 5.10 (Ambulances) of Title 5 (Business Operation Taxes, Permits and Regulations) of the Garden Grove Municipal Code is hereby amended to read as follows (deletions in strikethrough, additions in **bold**):

- B. As to Section 5.10.130, the Fire Chief City Manager or his/her designee shall make such rules and regulations as may be necessary to implement this chapter. Prior to adoption, the Fire Chief's City Manager's rules and regulations shall be submitted to the Orange County Emergency Medical Care Committee for comment.
- C. The Health Officer or the Fire Chief **City Manager** or their designee(s) may inspect the records, facilities, transportation units, equipment, and method of operations of each licensee whenever necessary and, by the Health Officer, at least annually.

<u>SECTION 6</u>: <u>Ambulance Variance</u>. Section 5.10.160 (Variance) of Chapter 5.10 (Ambulances) of Title 5 (Business Operation Taxes, Permits and Regulations) of the Garden Grove Municipal Code is hereby amended to read as follows (deletions in strikethrough, additions in **bold**):

As to all but Section 5.10.130, the Health Officer may grant variances from the terms of this chapter if he or she finds such action is necessary to protect the

public health, safety, or welfare. As to Section 5.10.130, the Fire Chief **City Manager or his/her designee** may grant variances from the terms of this chapter if he or she finds such action is necessary to protect the public health, safety, or welfare. As to the Health Officer, such variances may include the issuance of a temporary license. No variance shall exceed 180 days in duration.

<u>SECTION 7</u>: <u>Weed Abatement</u>. The definition of "Weed Abatement Official" in Section 6.20.010 (Definitions) of Chapter 6.20 (Weed Abatement) of Title 6 (Health and Sanitation) is hereby amended to read as follows:

"Weed abatement official" as used in this chapter means the City Manager or his/her designee.

<u>SECTION 8</u>: <u>Hazmat Emergency Contracts</u>. Section 6.21.070 (Emergency Services Contracts) of Chapter 6.21 (Hazardous Material Incident Cost Recovery) of Title 6 (Health and Sanitation) of the Garden Grove Municipal Code is hereby amended to read as follows (deletions in strikethrough, additions in **bold**):

The Fire Chief City Manager or his/her designee, without compliance with formal contract bidding procedures, may enter into standby professional emergency services agreements with qualified, licensed "HazMat" services providers for emergency abatement of hazardous materials incidents. Such providers shall be selected on the basis of quoted services rates, qualifications, and availability.

<u>SECTION 9</u>: <u>Hazmat Fees</u>. Section 6.32.110 (Fees and Penalties) of Chapter 6.32 (Hazardous Materials) of Title 6 (Health and Sanitation) of the Garden Grove Municipal Code is hereby amended to read as follows (deletions in <del>strikethrough</del>, additions in **bold**):

6.32.110 Fees and Penalties

The Fire Chief City Manager shall recommend a schedule of fees to be paid by persons using or handling hazardous materials that is sufficient to cover the costs to the City of administering this chapter. Said schedule shall include a schedule of fees that is sufficient to cover the costs, including duplication and administration costs, to the City of responding to a request from the public for access to business emergency plans to be paid for by persons requesting access. Fee schedules shall be reviewed periodically by the Fire Chief City Manager to cover the cost of administering this chapter. Changes recommended by the Fire Chief shall be brought before the City Council for action. (Refer to current hazardous materials disclosure fee schedule resolution.) The charges established pursuant to this section shall be limited to City costs. Nothing herein shall be deemed to limit the ability of the Orange County Fire Authority from establishing and collecting fees to recover its costs in its functions in the administration of this chapter.

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<u>SECTION 10</u>: <u>Fireworks</u>. Chapter 5.28 (Fireworks) of Title 5 (Business Operation Taxes, Permits and Regulations) of the Garden Grove Municipal Code is hereby amended in its entirety to read as follows (deletions in strikethrough, additions in **bold**):

#### Chapter 5.28

#### **FIREWORKS**

#### 5.28.010 Temporary Stand Permits

**A.** Permits for temporary stands for the display and retail sales of fireworks shall be issued by the Finance Director **or his/her designee** only in accordance with the provisions of this chapter.

# B. The Finance Director or his/her designee shall have the discretionary authority to grant or deny a permit, subject to reasonable conditions as may be prescribed.

#### C. In addition to the permit issued by the City, each qualified permittee shall obtain the permit required by the Orange County Fire Authority.

#### 5.28.020 Eligible Organizations

A. The City Council finds that locally based tax exempt organizations consistently contribute to the public health and safety of city residents by: donating time and funding to a variety of community events; assisting individuals with medical, educational, and moral support; conducting unique volunteered events contributing to the City's historical and cultural heritage. These organizations further contribute to the City's mission of providing cost effective public services to the community. They are also uniquely qualified to assist in educating City residents in fire safety procedures as further provided herein. Accordingly, based upon these contributions, the City Council finds and determines that it is appropriate to designate such organizations located within City limits as the only organizations eligible to sell fireworks under the conditions set forth in this section.

B. Only federally certified non-profit tax exempt organizations located within the City limits and primarily benefiting the Garden Grove community are eligible to receive temporary fireworks stand permits. Applicants for temporary fireworks stands shall provide to the City documentation that establishes, to the reasonable satisfaction of the City, compliance with these requirements. In the event the organization's address on the IRS 501(c)(3) Charitable Organization Determination Letter is a Post Office Box, a Personal Mail

## Box at a Commercial Mail Receiving Agency, or the address of an authorized agent such as an accountant or legal representative, the organization shall provide such other documentation showing to the satisfaction of the City that the organization is located within the City.

C. As a condition to receiving a temporary fireworks stand permit, each permittee shall work with the Fire Chief Orange County Fire Authority to ensure safe operation of the temporary stand and to prepare and deliver educational material to customers pertaining to fire safety in the use of fireworks at any location. In addition, each permittee agrees to present such educational materials in a programmed manner to its members on an annual basis, and to the public in conjunction with sales from fireworks stands.

## 5.28.030 Application Contents

A. An application for a temporary stand permit shall be made in writing on forms prescribed by the Finance Director, and filed therewith not later than March 31st of the year for which the permit is requested. **If March 31st falls on a weekend, official city holiday, or a day in which city hall is closed, the application will be due on the next business day when the City is open for business.** 

B. Such application and permit shall only be issued to a regular member of the stated organization, and he or she shall be held responsible for compliance with all rules and regulations.

C. Permits are not transferable or assignable, shall only be valid for the dates specified in the permit, and shall be subject to all conditions set forth in the permit.

D. A completed permit application package shall include, but not be limited to:

1. Name, **residence or physical business** address, proper identification, and signature of an authorized representative of the permit applicant;

# 2. Copy of the applicant's IRS 501(c)(3) Charitable Organization Determination Letter;

**23**. The location of the proposed temporary stand, along with a notarized affidavit from the property owner authorizing locating the stand on such property;

**34**. Completed application to appeal or solicit on City-prescribed form;

**45**. Fireworks distributor's (the "company") name, address, telephone number, and point of contact;

**56**. A copy of the sales tax permit from the Board of Equalization **California Department of Tax and Fee Administration** with the address of the fireworks stand and proof of the filing of such permit application;

**67**. A copy of a valid State Fire Marshal Retail Fireworks License;

**78.** A completed City business tax application with the organization's Federal Tax Identification Number (FEIN). **The FEIN must match the FEIN in the IRS 501(c)(3) Charitable Organization Determination Letter;** 

9. A legible, color copy of a Plot Plan showing the stand location and distances from buildings, structures, or other facilities that may impact the access, circulation or safety of the stand, workers and patrons.

**810**. Additional information as reasonably required by the Finance Director **to process the application** or the Fire Chief **Orange County Fire Authority** to evaluate the proposed operation of a temporary stand by the applicant; and

**911.** A completed liability release and indemnity form pursuant to Section 5.28.130110 executed by the individual(s) authorized to bind the organization applying for the permit.-; and

## **12.** The required permit fee established therefor.

## E. Incomplete or inaccurate applications will be denied.

#### 5.28.040 Permit Fee

Each qualified permittee shall pay a \$500.00 permit fee in the amount established by resolution of the City Council from time to time. The permit fee is intended to cover all costs associated with administering the temporary fireworks stand permit program, including reviewing applications and issuance of the City permit for temporary stands, inspection, enforcement, and cleanup costs. Following the Fourth of July, the Fire Department shall conduct an accounting of all such costs. If excess funds remain after the pro-rata cost assessment, then those excess funds shall be returned to each permittee on an equal pro-rata basis.

#### 5.28.050 Limitation on Total Number of Permits

A. Each permittee shall be limited to one stand and permit, except schools, which shall be limited to three stands and permits.

B. There shall be a maximum of 45 **30** permits issued for temporary stands each year.

C. At such time as the total number of current, **or returning** qualified permittees falls below the number of 4530, **the City will accept new applicants, and if the number of new applicants then exceeds 30,** the Fire **Finance** Department is authorized to implement an appropriate lottery system **to determine which of the total number of new applicants will be awarded a City permit, thus** in bringing the total annual number of permittees to 4530.

#### 5.28.060 Permit Issuance

The Fire Chief Finance Director, or his/-or her designee, shall approve or deny each application for a **City** permit based upon:

A. An assessment of the applicant's proposed operations for compliance with the various provisions of this chapter;

B. If the applicant is a past permit holder, and if the applicant's:

1. Prior compliance with the various provisions of this chapter and any conditions imposed in the prior permit, **including the timely submission of the required Fireworks Financial Statement form and related proof of sales tax payment to the California Department of Tax and Fee Administration**; and if

2. The applicant's prior safety history in the operation of a temporary fireworks stand; and

C. An assessment of the proposed operation of the stand relative to the protection of the public health, safety, and welfare. Conditions may be imposed on permit issuance in order to ensure compliance with the provisions of this chapter and as determined to be appropriate to protect the public health, safety, and welfare from the potential impacts of the operation of the stand.

#### 5.28.080070 Safe and Sane Fireworks

Only safe and sane fireworks, bearing the seal of the State Fire Marshal, as defined in Part 2, Division 11 of the Health and Safety Code of the state, may be sold, except that toy cap pistols, caps, and carbide cannons may also be sold. Except as expressly permitted and pursuant to the requirements of this Chapter, it shall be unlawful to possess, sell, use, display or discharge, within the City, those fireworks not bearing the seal of the State Fire Marshal and that are defined and classified as "safe and sane fireworks" as prescribed in Section 12529 of the California Health and Safety Code and relevant sections of Title 19, Code of Regulations ("fireworks").

#### 5.28.090080 Time Limit on Sales of Fireworks

Retail sales of safe and sane fireworks shall be limited to only that time between July 1st to July 3rd, from 10:00 a.m. until 11:00 p.m., and on July 4th from 10:00 a.m. until 10:00 p.m. Retail sales of safe and sane fireworks are authorized in the City for temporary stand permit holders only on the dates and during the times in this section. Retail sales shall be limited to that time, between the hours of ten a.m. and ten p.m. during the days of July 1st, July 2nd and July 3rd, and between the hours of ten a.m. and nine p.m. on July 4th of that same year. All sales of fireworks shall cease at 9:00 p.m. on July 4th, until the next calendar year.

#### 5.28.100090 Temporary Stand Regulations

All temporary stands, or the display and sale of safe and sane fireworks, shall be located, maintained, and operated subject to the provisions of Sections 5.28.110 through 5.28.180 this chapter.

#### 5.28.110 100 Complying with Application

Any persons person or organization operating any such permitted temporary fireworks stand shall abide by and comply with all matters set forth in the application for such permit, all regulations relating thereto and established by ordinance, and all restrictions and conditions imposed by the Fire Chief Finance Director or his/her designee in granting the permit, and the regulations and conditions under the Orange County Fire Authority permit. Failure to comply with such regulations, conditions, or ordinances is subject to penalty as provided for by law and this Code, including, but not limited to, the revocation of any current permit and the denial of a future permit to the violator.

#### 5.28.130110 Indemnity and Liability Insurance

A. Indemnification. As a condition to issuance of a permit under this chapter, each permittee shall execute a liability release and indemnity form approved by the City Attorney providing that such permittee will release, indemnify, hold harmless, and defend the City of Garden Grove, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any nature, that may be asserted by any person or entity from any cause whatsoever arising from the

activities of permittee, its subcontractors, employees, volunteers, and/or agents in connection with operation of the stand.

Β. As a condition to issuance of a permit under this chapter, prior to the erection of any stand, each permittee shall procure and maintain in full force and effect during the term of the permit a policy of commercial general liability insurance acceptable to the City, which provides coverage against claims for injuries to persons or damages to property which may arise from or in connection with the operations in and about the stand and premises. Such policy shall provide coverage on a per occurrence basis and be in such amount determined by the City Manager or designee to be necessary under the circumstances, which amount shall not be less than \$1,000,000.00 per occurrence, and shall be endorsed to name the City, its officers, officials, agents, employees and volunteers as additional insureds and that the permittee's insurance is primary and non-contributory as respects the City. No permit issued hereunder shall be effective until proof of the required insurance is submitted to the City. The City Manager or designee is authorized to promulgate rules or requirements regarding acceptable insurance carriers, provisions, endorsements, and/or forms acceptable to the City.

## 5.28.140120 Location of Stands

A. No such stand shall be erected or maintained in such a manner so as to cause an undue hazard to itself or adjoining property or to the persons working within the stand.

B. No stands shall be permitted within 1,000 feet of the following locations: Garden Grove Park, Twin Lakes Park and Village Green Park.

#### 5.28.150 130 Exits and Locking Devices

Each stand erected shall have not less than two exits. Such exits shall be so placed as to provide immediate egress from either end of the stand. Exit doors shall only be locked in such a manner as to be readily openable from the interior without special knowledge, effort or tools, including keys.

#### 5.28.160140 Fire Extinguisher

There shall be maintained in each premises or stand within which safe and sane fireworks are sold or offered for sale at least one 2-1/2-gallon watertype fire extinguisher in good order and condition and approved by the Fire Chief or his or her authorized representative. There shall be maintained in each temporary stand within which fireworks are sold or offered for sale an approved Class 2A fire extinguisher. Whenever a temporary stand is being provided with electrical power from a gasoline-powered generator, an additional 10BC, dry chemical, fire extinguisher shall be installed. Fire extinguishers shall be placed and maintained in locations that are readily accessible for use, and each person who intends to assist in the operation of a temporary stand will receive instruction on their location and use.

#### 5.28.180150 Overnight Habitation Prohibited

There shall be no overnight sleeping by owners, personnel, or anyone within the stand. Nighttime watch service may be permitted, provided persons shall be no closer than 50 feet from the stand.

#### 5.28.190160 Prohibitions Sale, possession and discharge of fireworks

A. Safe and sane fireworks as defined in Section 5.28.070 of this chapter may be discharged within the City only on July 4th of each year between the hours of ten a.m. and ten p.m.

# B. Unless expressly authorized in this code or under state or federal law, no person shall sell, offer for sale, purchase, possess, store, use or discharge fireworks of any kind in the City.

**AC.** No person engaged in the business of the sale or disposition of fireworks shall sell, furnish, give, or cause to be sold, furnished or given away, any fireworks as defined in Section 5.28.080070, to any person under the age of 18 years.

**BD**. No person under the age of 18 years shall purchase any fireworks, as defined in Section 5.28.080070.

**CE**. No person under the age of 18 years shall use or discharge any fireworks within the City except when under the direct supervision and in the presence of an adult.

**DF**. No person shall use or discharge any fireworks on any commercial, industrial, or publicly owned parcel within the City, except in conjunction with a validly issued Community Event Permit and a permit from the Fire Chief.

EG. Except to the extent that safe and sane fireworks, as defined in Section 5.28.080070, are authorized pursuant to this chapter, no person shall sell, offer for sale, purchase, possess, store, use, or discharge any fireworks in the City.

FH. Except to the extent that safe and sane fireworks, as defined in Section 5.28.080070, are authorized pursuant to this chapter, no person shall cause or allow the sale, purchase, possession, storage, use, or discharge of any fireworks on property that such person owns or controls.

GI. No person shall allow the use or discharge of any safe and sane fireworks, as defined in Section 5.28.080070, within 10 feet of any residence, dwelling, or other structure.

HJ. As used in this chapter, the term "fireworks" shall include all fireworks as defined in Sections 12505 and 12511 of the California Health and Safety Code.

### K. Following the discharge of any fireworks, after they have sufficiently cooled, shall be placed in the black garbage containers. The period to wait for fireworks to cool should be no sooner than the next morning; unless water is used for cooling.

IL. Nothing in this chapter shall preclude the City of Garden Grove, or other businesses or entities possessing all required permits, from presenting a "public display of fireworks," as that term is defined in California Health and Safety Code Section 12524 or any successor provision thereto.

#### 5.28.200170 Appeal Provisions

A. The Fire Chief, or his or her designee, may revoke any temporary stand permit when it is determined that a permittee has:

1. Failed to comply with any provisions of this chapter;

2. Violated any condition of its temporary stand permit; or

B. Upon a determination by the Fire Chief, or his or her designee, that the operation of the temporary stand creates an imminent or substantial danger to the public health, safety, or welfare, the permit may be suspended immediately and the stand closed.

C. The applicant may appeal any permit condition, denial, or revocation by the Fire Chief to the City Council within a period of 10 days of action, by filing a notice of appeal with the City Clerk.

D. Notwithstanding the foregoing, any determination to immediately suspend a permit and close a stand shall be deemed final upon issuance, and subject to immediate judicial review. An applicant may appeal any permit condition, denial, revocation or suspension to the City Manager within ten days from the date of the action, by filing a notice of appeal in writing to the City Clerk. The City Manager or his/her designee will review the appeal de novo, and may grant or deny the permit, reinstate the permit, and impose reasonable conditions as the City Manager or designee may determine to be appropriate. Prior to making a decision the City Manager or designee may request additional information from the applicant or city staff. The decision of the manager will be final.

#### 5.28.210180 Seizure and Disposal of Fireworks

The Fire Chief City Manager, or his/-or her designee, or any appropriate law enforcement authority shall have the authority to seize, take, remove, cause to be removed, and dispose of all fireworks sold, offered for sale, purchased, possessed, used, or held in violation of this chapter or otherwise constituting a fire nuisance. Any seizure, removal, or disposal of fireworks pursuant to this section shall occur in compliance with all applicable statutory, constitutional, and decisional law. In addition to any applicable penalties, fines, or available remedies, the owner and possessor of the fireworks shall be liable to the City for the actual costs of seizure, removal, and disposal of such fireworks.

## 5.28.190 Suspension and revocation

A. The City Manager or his/her designee, or any appropriate law enforcement authority, may immediately suspend a permit and close a temporary stand, upon determining that the operation of the stand creates an imminent or substantial danger to the public health, safety or welfare.

B. The City Manager or his/her designee may revoke any temporary stand permit when it is determined that the permittee has: (i) failed to comply with any provisions of this chapter; (ii) violated any condition of its temporary stand permit; (iii) operated or is operating a temporary stand in a manner which causes or threatens to cause a danger to the public health, safety or welfare.

# C. Any determination to immediately suspend or revoke a permit and close a stand shall be deemed final upon issuance, and subject to immediate judicial review.

<u>SECTION 11</u>: <u>Savings Clause</u>. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

<u>SECTION 12</u>: <u>Certification and Effective Date</u>. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

## City of Garden Grove

#### **INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Discussion on the potential for a Community Workforce Agreement as requested by the City Council. ( <i>Action</i> <i>Item</i> )	Date:	11/12/2019

#### <u>OBJECTIVE</u>

To provide a report to the City Council about Community Workforce Agreements and explore possible options for a Community Workforce Agreement in Garden Grove.

#### <u>BACKGROUND</u>

A Community Workforce Agreement ("CWA") is often referred to as a Project Labor Agreement in which the purpose is to promote use of local workforce to complete construction projects and develop a pipeline of construction careers within local communities. This is achieved through a contract between a public agency and a local/regional building trades unions that governs labor practices for certain public works construction projects. Typically, the CWA includes provisions that establish specific local hiring goals based on community priorities. It is recognized that the goals are aspirational and designed to encourage and promote local hiring with private contractors who bid publicly-funded projects.

#### DISCUSSION

At the October 8, 2019 meeting, the City Council voted to have staff present the following information:

- Evaluate CWAs in Orange County;
- Explore possible options for a CWA in Garden Grove; and,
- Engage discussions with LA/OC Building and Construction Trades Council.

#### <u>CWAs in Orange County</u>

There are a number of CWAs existing between public agencies and school districts in California of which three CWAs were identified in Orange County. Through an initial assessment, each agreement has variations in duration, project thresholds and local hire targets which is illustrated in the following tables.

PUBLIC	DURATON	PROJECT	HIRING	
AGENCIES IN OC		THRESHOLDS	TARGETS	
City of Santa Ana	2017 (5 years)	Min. Threshold (250K) Specialty Contract (100K)	30% of total hours worked	
Anaheim Union High	2017	Project specific (2M-	35% of total	
School District	(5 years)*	30M)	hours worked	
Santa Ana Unified School District	2017 (5 years)	Min. Threshold (200K) Specialty Contract (25K)	30% of local hire	

Evaluation of CWAs outside Orange County was included to share additional comparison of a basic CWA structure.

PUBLIC AGENCIES OUTSIDE OC	DURATON	PROJECT THRESHOLDS	HIRING TARGETS
City of San Leandro (Extension)	2018 (2 years)	Min. H(1M)	10% - Apprentice 30% - Journeymen
City of Sacramento	2018 (5 years)	Min. Threshold (1M)	50% of total hours worked
City of El Monte (Extension)	2018 (5 years)	Min. Threshold (500K)	30% of local hire
City of Berkeley (Extension)	2018 (3 years)	Min. Threshold (500K)	20% of total hours worked
City of Long Beach	2015 (5 years)	Min. Threshold (500K)	40% of total hours worked
City of San Leandro	2015 (3 years)	Min. Threshold (1M)	10% - Apprentice 30% - Journeymen
City of El Monte	2013 (5 years)	Min. Threshold (500K)	30% of local hire
City of Berkeley	2015 (3 years)	Min. Threshold (1M)	20% of total hours worked

Possible Options for a CWA in Garden Grove

Following the initial CWA evaluation, identifying characteristics that were relevant to Garden Grove's current Public Works construction activity and local hire targets was important.

## Capital Projects Summary

A summary of Public Works Capital Project contracts awarded over a four-year period (Attachment 1) was prepared to provide insight on the potential application of a CWA. Approximately twenty-four (24) Capital Projects have been identified. Thirteen (13) projects were awarded in excess of \$1 million totaling approximately \$30.9 million over the past four years. While the Capital Projects Summary identified potential Project Thresholds ranges, concerns about financial impacts arise pertaining to whether implementation of a CWA will increase bid prices due to the emphasis of hiring union contractors and potentially narrowing the pool of contractors and potential reduction in competition. A suggestion to mitigate small contractor impacts is to increase the Project Threshold range to \$1 million or higher. Essentially, the CWA provisions would apply to larger Public Works public bid construction projects in which contractors are familiar with the required reporting and administrative requirements of a CWA.

The average duration of a CWA in Orange County is five (5) years. However, the terms with certain School District(s) are project specific and associated with bond funds. In reviewing public agencies with CWAs outside of Orange County, City of San Leandro was the most comprehensive in their 2015 CWA implementation and subsequent CWA Extension in 2018. The CWA provided for local hire targets of 10% for apprentice, 30% of journeymen, a project threshold of \$1 million and an initial three (3) year term with an extension for two (2) additional years.

## Local Hiring Targets

Individual CWA have targeted local hiring goals specific to each respective public agency or school district, with the most common being 30% of labor hours worked. While local hiring provisions are aspirational in nature, the CWA does promote inclusion and emphasize local hire, apprenticeship, hiring veterans and hiring disadvantaged individuals. Current data provided by the LA/OC Building Trade Council identified 432 Garden Grove residents are members among 17 trades such as plaster, plumbing, cement, refrigeration, and electricians. Many CWAs have provisions to connect military veterans through the "Helmets to Hardhats" Program and apprenticeship programs offered in partnership with local schools and colleges. In addition, CWAs normally include "no-strike clauses" that ensure work stoppages do not negatively impact project timelines. Historically, the City's Public Works Department awarded Capital Projects have not experienced any work stoppage incidents as a result of contractor labor disputes.

## LA/OC Building and Construction Trades Council

Preliminary CWA discussions with Ernesto Medrano and Ron Miller have initiated and a brief presentation will be conducted by the LA/OC Building and Construction Trades Council.

#### FINANCIAL IMPACT

The administration requirements of the CWA is uncertain at this time. A CWA Administrator is typically tasked with providing oversight of the bidding process and compliance with CWA terms concurrently with tracking results and performance metrics such as local hire and outreach. Additional budget resources will likely be necessary for the Public Works Department to absorb any future administration of a CWA.

## RECOMMENDATION

It is recommended that the City Council:

• Provide direction to staff, should the Council wish to study the issue further to engage the OC/LA Building and Construction Trades Council in discussions to potentially develop an agreement.

ATTACHMENTS:					
Description	Upload Date	Туре	File Name		
Attachment 1: Public Works Capital Project Summary Table	11/6/2019	Backup Material	11-12- 19_Public_Works_Project_Summary_table.pdf		

-	Public Works Department - Capital Projects Summary				
Fiscal Year	Less than 250K	Between 250K and 500K	Between 500K and 750K	Above 1M	Totals
2015/16	(Engr) 242,530			(Engr) 2,061,972 (Sewer) 1,876,543 (Water) 1,876,543	6,057,588
2016/17			(Water) 526,000	(Engr) 1,864,336 (Engr) 2,988,838	5,379,174
2017/18	(Engr) 173,231 (Engr) 63,700	(Engr) 434,869 (Water) 290,530	(Engr) 939,039	(Engr) 2,404,450 (Water) 1,215,322 (Sewer) 1,583,858	7,104,999
2018/19	(Engr) 233,443 (Engr) 166,555		(Sewer) 708,835 (Sewer) 754,818	(Engr) 2,116,520 (Engr) 3,787,500 (Engr) 3,578,650 (Engr) 1,064,980 (Water) 4,464,635	16,875,926
Totals	5 Projects 879,459	2 Projects 725,399	4 Projects 2,928,692	13 Projects 30,884,147	24 Projects 35,417,697