

AGENDA



Garden Grove City
Council

Tuesday, November 26,
2019

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steven R. Jones
Mayor

Stephanie Klopfenstein
Mayor Pro Tem - District 5

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Kim B. Nguyen
Council Member - District 6

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

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

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

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

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

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

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Sabroso Mexican Grill as one of the City's most popular dining options.
- 1.b. Community Spotlight in recognition of 2019 Miss Garden Grove, Miss Garden Grove's Outstanding Teen and Courts of Honor.
- 1.c. Community Spotlight in recognition of the 50th anniversary of the Garden Grove Regional Library.

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

3. WRITTEN COMMUNICATIONS

- 3.a. Written request from West Garden Grove Youth Baseball for co-sponsorship of the 2020 Opening Day Parade. (Cost: \$2,700) (*Action Item*)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

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

- 4.a. Adoption of a Proclamation celebrating the 50th anniversary of the Garden Grove Regional Library on Stanford Avenue, Garden Grove. (*Action Item*)

- 4.b. Approval of an Amended Lease Agreement with North County Senior Services LLC for the Acacia Adult Day Services property at 11391 Acacia Parkway, Garden Grove. (*Action Item*)
- 4.c. Review of automatic pass-through water costs increases adopted by Ordinance No. 2890. (*Action Item*)
- 4.d. Receive and file Fiscal Year 2018-19 Development Impact Fee Annual Report. (*Action Item*)
- 4.e. Acceptance of Project Nos. 7164, 7131, 7132, and 7134 for Traffic Signal Modifications and Pedestrian Countdown Signal Heads at various locations as complete. (*Action Item*)
- 4.f. Approval of Final Tract Map No. 18169 and a Subdivision Improvement Agreement with Consolidated Industries, Inc., for property located at 9861 11th Street, Garden Grove. (*Action Item*)
- 4.g. Adoption of a Resolution approving Fiscal Year 2018-19 Measure M2 Annual Expenditure Report. (*Action Item*)
- 4.h. Adoption of a Resolution approving the submittal of the Valley View Street Traffic Signal Synchronization Improvement Project to the Orange County Transportation Authority (OCTA) for funding under the Comprehensive Transportation Funding Program (CTFP). (*Action Item*)
- 4.i. Adoption of a Resolution authorizing establishment of an IRC Section 115 Trust and award a contract to Public Agency Retirement Systems (PARS) for trust administration services. (*Action Item*)
- 4.j. Adoption of a Resolution supporting balanced energy solutions and maintaining local control of energy solutions. (*Action Item*)
- 4.k. Approval of a second amendment to Steelcraft lease agreement for property located at 12900 Euclid Street, Garden Grove. (*Action Item*)
- 4.l. Approval of Amendment No. 2 to the agreement with Tierra West Advisors, Inc. for economic analysis services. (Cost \$50,000) (*Action Item*)
- 4.m. Authorize the issuance of a purchase order to Wondries Fleet Group for the purchase of five (5) new Police Department patrol vehicles. (Cost: \$187,191.65) (*Action Item*)
- 4.n. Receive and file minutes from the meetings held on November 12, 2019, and November 19, 2019. (*Action Item*)
- 4.o. Receive and file warrants. (*Action Item*)
- 4.p. Approval to waive full reading of ordinances listed. (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Approval of a Purchase and Sale Agreement of the vacated portion of Brady Way and Maintenance Agreement for the remaining portion of the street. (*Action Item*)

6. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 6.a. Second reading and adoption of Ordinance No. 2911

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

- 7.a. Enterprise Resource Planning (ERP) Subcommittee update from Council Member Bui.

8. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, December 10, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Written request from West Garden Grove Youth Baseball for co-sponsorship of the 2020 Opening Day Parade. (Cost: \$2,700) (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

To transmit a letter from West Garden Grove Youth Baseball requesting co-sponsorship of the Opening Day Parade on Saturday, February 22, 2020.

BACKGROUND

Each year, the West Garden Grove Youth Baseball (WGGYB) holds an Opening Day Parade that includes baseball players and softball players in Garden Grove, the GGUSD School Board and school officials, Miss Garden Grove Court, the local Fire Department and City Council.

The WGGYB is a 501(c)3 organization that is in good standing with the Secretary of State Office and the Internal Revenue Service. More than 50 percent of their participants are Garden Grove residents.

DISCUSSION

The WGGYB is requesting City Council approval for co-sponsorship of the 2020 Opening Day Parade on Saturday, February 22, 2020.

FINANCIAL IMPACT

Co-sponsorship for the 2020 Opening Day Parade will have an impact on the City's General Fund. The cost to provide Police staff required to close city streets is approximately \$2,200, the rental of the Showmobile Stage is \$250, and Public Works staff to set up the Showmobile Stage is approximately \$250, a total cost of \$2,700. These expenses will be absorbed within the current Police and Public Works budgets since this is considered a legacy event.

RECOMMENDATION

It is recommended that the City Council:

- Consider the West Garden Grove Youth Baseball Parade request for co-sponsorship of their Opening Day Parade on Saturday, February 22, 2020.

By: Janet Pelayo, Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Written Request for 2020 WGGYB Parade	11/15/2019	Letter	WGGYB- _Ltr_to_City_Council_for_Parade_2020.pdf



West Garden Grove Youth Baseball
P. O. Box 5094
Garden Grove, CA 92845
Tax ID Number 46-3280114

October 15, 2019

Garden Grove City Council
11222 Acacia Parkway
Garden Grove, CA 92840

Honorable Mayor and City Councilmembers,

On behalf of the West Garden Grove Youth Baseball Executive Board, I am writing to ask for your support and sponsorship of our annual Opening Day Parade on **Saturday February 22nd 2020**. West Garden Grove Youth Baseball would like to request City Council approval to waive the costs for Police support, rental of the City's showmobile stage, and staff to set up the stage. West Garden Grove Youth Baseball will commit to reimburse the City 5% of the total cost for the City's support.

Our Opening Day Parade has been a part of the West Garden Grove community for almost 60 years. It is the official start of our Spring baseball season and is an exciting event for new and returning players, coaches, and families. Our league is open to all residents of Garden Grove and we encourage the entire community to join the opening day festivities.

I would like to invite the Mayor and Councilmembers to attend this event. If you are able to participate as a dignitary in our Opening Day Parade, please email Marisa Salicos at marisa.salicos@gmail.com.

We appreciate everything the City of Garden Grove has done for West Garden Grove Youth Baseball and we look forward to providing many more years of wonderful parades, baseball, and community events to our city.

Thank you,

Dave Evans
WGGYB President

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Ana Pulido
Dept.:	City Manager	Dept.:	City Manager
Subject:	Adoption of a Proclamation celebrating the 50th anniversary of the Garden Grove Regional Library on Stanford Avenue, Garden Grove. (<i>Action Item</i>)		
		Date:	11/26/2019

Attached is the Proclamation celebrating the 50th anniversary of the Garden Grove Regional Library recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	11/19/2019	Proclamation	11-26-19_Proclamation_for_Garden_Grove_Main_Library_50th_Anniversary.pdf

PROCLAMATION

50th Anniversary of the Garden Grove Main Library

- WHEREAS, Garden Grove's first library, located on Garden Grove Boulevard, was founded by the Woman's Civic Club of Garden Grove in 1919. In 1921, the Orange County Library System was created and an official Garden Grove branch opened in the downtown area; and
- WHEREAS, Located on Stanford Avenue in Garden Grove, the Garden Grove Main Library broke ground in 1968 and opened its doors to residents on November 22, 1969; and
- WHEREAS, The Garden Grove Main Library was the first regional library in Orange County and was first named Garden Grove Regional Library. In 2016, it was renamed Garden Grove Main Library; and
- WHEREAS, The Garden Grove Main Library was the first major improvement in the Civic Center with adequate parking, a ramp entrance, an elevator, a reference center, film library and other audio-visual aids, children's department with a story-hour room, and lounge areas for leisure reading; and
- WHEREAS, To keep up with changing technologies, a computer-generated book catalog replaced the card catalog in 1983; circulation of video cassettes replaced the Audio-Visual Department in 1988; and Internet access became available in 1997; and
- WHEREAS, The Garden Grove Main Library will continue to serve the residents of Garden Grove as a central hub of information, recreation, resource, and service.
- NOW, THEREFORE, WE, the Garden Grove City Council do hereby proclaim November 22, 2019 as the 50th anniversary of the Garden Grove Main Library.

November 26, 2019

Steven R. Jones, *Mayor*

Stephanie Klopfenstein
Mayor Pro Tem, District 5

George S. Brietigam
Council Member, District 1

John O'Neill
Council Member, District 2

Thu-Ha Nguyen
Council Member, District 3

Patrick Phat Bui
Council Member, District 4

Kim B. Nguyen
Council Member, District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Approval of an Amended Lease Agreement with North County Senior Services LLC for the Acacia Adult Day Services property at 11391 Acacia Parkway, Garden Grove. (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

For the City Council to approve an amended lease agreement with North County Senior Services, LLC for the Acacia Adult Day Services property located at 11391 Acacia Parkway.

BACKGROUND

In November 1996, the former redevelopment agency (RDA) entered into a ground lease with Acacia Adult Day Services for the property located at 11391 Acacia Parkway. The ground lease is for a term of 35 years expiring on or about June 27, 2032. At the time, the property was vacant and Acacia Adult Day Services committed to build facilities to relocate to the property and provide adult day care services for senior citizens with illnesses or disabilities, or who are otherwise in need of limited supervision.

In February 2012, the RDA was dissolved pursuant to AB 26 (Dissolution Act) and the property was transferred to the City pursuant to the Dissolution Act. Additionally, in November 2018, Acacia Adult Day Services merged into North County Senior Services, LLC and was dissolved. North County Senior Services, LLC is managed by Alzheimer's Orange County, a California nonprofit corporation.

DISCUSSION

The amended lease simplifies the terms of the renting of the property by eliminating the references to the tenant's development requirements. The property is now fully developed. The amended lease further memorializes that the City of Garden Grove is now the owner of the property and its landlord.

Other revisions worth mentioning include:

- The term will be for 10 years commencing on December 1, 2019 with an option to extend it for another 5 years.
- The term may be terminated for convenience by either party upon 9 month's notice.
- The northern 70 feet, consisting of two rows of parking stalls, will be reserved by the City for parking lot purposes. The City has maintained this portion of the property as a parking lot.

FINANCIAL IMPACT

None. Rent remains the same at one dollar per year.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Amended Lease Agreement between the City of Garden Grove and North County Senior Services, LLC; and
- Authorize the City Manager to execute the lease and approve modifications deemed necessary.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amended Lease	11/20/2019	Agreement	Acacia_Adult_Day_Care_Center_Amended_Lease.docx

**AMENDED LEASE AGREEMENT BETWEEN
THE CITY OF GARDEN GROVE AND
NORTH COUNTY SENIOR SERVICES, LLC
11391 Acacia Parkway
APN 090-154-57**

This Lease Agreement ("Lease") is made and entered into by and between the CITY OF GARDEN GROVE, a California municipal corporation ("Landlord") and NORTH COUNTY SENIOR SERVICES, LLC, a California limited liability company ("Tenant"). Landlord and Tenant are referenced in the aggregate as the "Parties" and sometimes, when a provision applies to each of them individually, as a "Party."

Recitals

- A. Landlord owns certain real property located at 11391 Acacia Parkway, in the City of Garden Grove, County of Orange, State of California, identified as Assessor's Parcel No. 090-154-57 ("Premises"). The Premises is comprised of an approximately 1.57 acre parcel of improved land, with adjoining buildings, one totaling 8600 sq. ft. and a smaller 4800 sq. ft. building ("Building").
- B. Acacia Adult Day Services, a California nonprofit corporation (Acacia) and the Garden Grove Agency for Community Development, a public body, corporate and politic (RDA) initially entered into a Ground Lease of the Premises dated November 12, 1996, wherein Acacia built the Building and has had possession of the Premises.
- C. Pursuant to State law (AB 26, 2011) dissolving redevelopment agencies and the RDA effective February 1, 2012, the RDA was dissolved and its Successor Agency transferred the Premises to the Landlord on June 30, 2015.
- D. On November 1, 2018, Acacia merged into Tenant and was dissolved. Tenant is managed by Alzheimer's Orange County, a California nonprofit corporation.
- E. Tenant wishes to continue to use the Premises for the purpose of operating Acacia's business, which includes the operation of an adult day care center for senior citizens with illnesses or disabilities, or who are otherwise in need of limited supervision ("Business").
- C. Pursuant to this Amended Lease ("Lease"), which shall replace the prior lease of the Premises between the RDA and Acacia, Landlord has agreed to continue to let the Premises to Tenant subject to the terms and conditions of this Lease.

NOW THEREFORE, the Parties hereto agree as follows:

Agreement

1. Lease of Premises.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises according to the terms of this Lease.

(b) The Effective Date of this Lease is December 1, 2019.

(c) Tenant accepts the Premises in an "As Is" condition without any representations or warranties being made by Landlord. Landlord expressly disclaims any warranty or representation with regard to the condition, safety or security of the Premises or the suitability of the Premises for Tenant's intended use.

(d) This is a Triple-Net Lease.

(e) Landlord may assign this Lease to another governmental entity or nonprofit corporation under common management with Landlord. Landlord shall notify Tenant in writing of any such assignment.

2. Rent. Tenant agrees to pay Landlord, in advance, without notice or demand, offset or deduction, rent in the sum of \$1.00 per year, due and payable to Landlord at the address of Landlord provided herein for the giving of Notices.

3. Term and Termination.

(a) Term and Renewal. This Lease shall be for a period of 10 years, commencing as of the Effective Date, through November 30, 2029, unless terminated earlier as provided in this Lease. Tenant may extend the term for an additional 5-year extension upon giving Landlord written notice of its election to extend the term 180 days but no less than 90 days prior to the end of the initial term.

(b) Termination and Holding Over. Landlord or Tenant may terminate this Lease for any reason upon 270 days written notice to the other Party, termination of which shall be effective immediately upon the end of the 270 days' period. Upon termination of this Lease, possession of the Premises, including all structures, building, and/or improvements thereon, shall be surrendered to Landlord immediately. In the event Tenant holds over beyond the term herein provided with the express or implied consent of the Landlord, such holding over shall be from month to month only, subject to the conditions of this Lease. Such holding over shall not be construed as a renewal of this Lease and shall be at the monthly compensation of \$1,000.00 per month. Such holdover period shall be subject to termination upon 30 days' notice.

(c) Trade Fixtures and Personal Property. Upon the termination of the Lease, Tenant shall remove all of its trade fixtures, furniture, equipment, and signs on the Premises to the extent they are not permanently affixed, and immediately repair any damage resulting from such removal so as to leave the Premises in the condition required in this section. Upon the removal of Tenant's exterior signage, Tenant shall, at its sole cost, restore any building face to the condition required by this Lease, including conditions related to Hazardous Materials. Tenant may finance its movable fixtures and equipment installed in the Premises, and such financing will not be considered an Assignment, provided it does not confer an interest in the Premises.

(d) Ownership of Improvements; Condition on Tenant's Surrender. The Building and all improvements constructed, attached or used on the Premises are and shall remain the property of Landlord. On the date of termination of this Lease, Tenant shall peaceably surrender and quit the Premises and all improvements broom clean, in good order, condition and repair, reasonable wear

and tear excepted only, free of Hazardous Materials caused to have occurred or been released at, on, or about the Premises during Tenant's occupancy during this Lease and the 1996 prior ground lease, and lien free. At its expense, Tenant shall remove all its trade fixtures and personal property and repair any damage to the Premises occasioned by removal of these items.

4. **Security Deposit.** None required.

5. **Possession.**

(a) **Delivery of Possession.** Landlord shall be deemed to have delivered possession of the Premises to Tenant upon the Effective Date.

(b) **Governmental Approvals.** Tenant shall be responsible for achieving all approvals and permits from governmental agencies having jurisdiction over the Premises and/or the Business necessary to conduct the Business on the Premises.

6. **Use of Premises.**

(a) **General Use; Resident Preference.** Tenant shall use and occupy the Premises, solely for its customary use in the operation of an adult day care center for senior citizens with illnesses or disabilities, or who are otherwise in need of limited supervision. Tenant agrees to give preference to residents of Garden Grove and fifty percent (50%) of the adult day care spaces shall be reserved for residents of the City and the adult children and parents of residents of the City. Should any of the spaces so reserved become open and there is no one on the Tenant's waiting list which is a resident of the City or an adult child or parent of a resident of the city, then the Tenant may make such space available to other persons. In such case, the next available space shall then be reserved for residents of the City and the adult children and parents of residents of the City.

(b) **Limitations.** Notwithstanding the foregoing permitted use in subsection (a), Tenant shall not cause or permit the Premises to be used in any way that: (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law, ordinance, regulation or order relating to Hazardous Materials), (ii) constitutes a nuisance or waste, or (iii) increases the cost of any insurance relating to the Premises. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's Business and use of the Premises. Further, Tenant, at its sole cost, will comply with all applicable governmental laws and regulations in connection with its operations.

(c) **Safety.** Tenant shall immediately correct any unsafe condition of the Premises, as well as any unsafe practices occurring thereon. Tenant shall cooperate fully with Landlord in the investigation of any injury or death occurring on the Premises, including a prompt report thereof to Landlord's City Manager or designee.

(d) **Nuisances and Annoyances.** Tenant shall not use or permit the use of the Premises in any manner which creates a nuisance or measurable annoyance to persons outside the Premises, including, without limitation, live, recorded or broadcast entertainment or the use of loudspeakers or sound or light apparatus other than as may be required by law or necessary or advisable for safety

purposes.

7. Taxes.

(a) Real Property Taxes. Should the property interest conveyed by this Lease be subject to real property taxation and/or assessments, Tenant shall pay, before delinquency, all lawful taxes, assessments, fees or charges which may be levied by the State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements thereon. "Taxes" shall include any form of tax or assessment, including possessory interest taxes, if any (whether special or general, ordinary or extraordinary, foreseen or unforeseen), license fee, license tax, tax or excise on Rent or any interest of Landlord or Tenant (including any legal or equitable interest of Landlord or its beneficiary under a deed of trust, if any) in the Premises or the underlying realty. Pursuant to Revenue & Taxation Code §107.6, should a property interest be created herein, it may be subject to property taxation and Tenant may be subject to property taxes levied on such interest. In no event shall Landlord be liable for any taxes owed as a result of this Lease or Tenant's use of the Premises. Landlord shall use reasonable efforts to cause all bills for Taxes payable by Tenant hereunder to be sent directly to Tenant, in which event, from and after the Effective Date, Tenant shall pay, prior to delinquency, all Taxes assessed during the Term. Taxes for any partial year shall be prorated.

(b) Personal Property Taxes. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use commercially reasonable efforts to have personal property taxed separately from the Premises. If any of Tenant's personal property is taxed with the Premises and paid by Landlord, Tenant shall reimburse Landlord the taxes for the personal property within 15 days after Tenant receives a written statement from Landlord for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by Landlord.

(c) Contesting Taxes. Tenant shall have the right to contest any Taxes, at its own cost and in its own name, and Landlord shall not pay any such Taxes; provided, however, that Tenant shall take such steps as may be required to perfect the contest, including payment of the Taxes under protest prior to an appeal of adverse determination of the contest. Upon final determination of any such contest (and if the Taxes have not already been paid under protest), Tenant shall pay the Taxes for which it is responsible hereunder as they are finally determined and all penalties, interest, costs, and expenses which may thereupon be due or have resulted therefrom. If Tenant contests any Taxes and such contest interferes with any proposed sale, financing or refinancing affecting the Premises, which Landlord has either commenced or is about to commence, upon Landlord's written request, Tenant shall either furnish to Landlord security in the amount of such contested Taxes, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount.

8. Utilities.

(a) Electrical and Plumbing. Tenant shall provide the physical installation of electrical and plumbing (including landscape irrigation) utilities to the Premises.

(b) Utility Charges. Tenant agrees to pay directly to the appropriate utility company all charges for all utilities, including electric, gas, telephone, cable television, telecommunications, water, sanitary sewer lines, drainage facilities, trash, or any other utilities and other systems and

lines exclusively serving the Premises.

(c) Waiver of Liability. Regardless of the entity supplying any of the utilities or providing any service referred to in this section, Landlord shall not be liable in damages for any failure or interruption of any utility or service unless such failure was due to the intentional or negligent acts of Landlord or its agents. No failure or interruption of any utility or service shall entitle Tenant to terminate this Lease or discontinue making payments of Rent.

(d) Tenant's Nonpayment. If Tenant fails to timely pay any charges referred to in this section, Landlord may pay the charge and Tenant shall reimburse Landlord such amount, as Additional Rent, within 5 days of demand therefor.

9. Improvements and Signage. Except as may exist on the Premises as of the Effective Date, no structure, sign or other improvement of any kind shall be constructed on the Premises by Tenant, its employees, agents or contractors without the prior written approval of Landlord in each case. Approval may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. No changes, modifications or alterations from approved plans and specifications may be made without Landlord's prior written approval. No approval by Landlord of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications. Tenant expressly agrees to comply with all applicable signage ordinances and shall be responsible for the general maintenance and repair of any signage to the Landlord's satisfaction.

10. Maintenance and Repairs.

(a) Maintenance. The following requirements shall apply to Tenant upon the effective date of this Lease or occupancy of the Premises by Tenant.

(1) In General. Tenant shall, at Tenant's sole expense, keep the Premises, utility installations, landscaping, trees and other improvements in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specially including the procurement and maintenance of the service contracts required by subdivision (a)(2) below. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. All replacements shall be of a quality equal to or exceeding that of the original.

(2) Service Contracts. Tenant shall, at Tenant's sole expense, procure and maintain contracts in customary form and substance for, and with licensed contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) clarifiers, (iv) trees and landscaping. Tenant shall provide Landlord copies of work performed by said contractors upon demand. Landlord retains the right, upon failure of Tenant, after 15 days' notice and demand to contract with a contractor as required herein, to procure and maintain any or all of such service contracts, and Tenant shall reimburse Landlord, upon demand, for the cost thereof.

(3) Failure to Perform. If Tenant fails to perform Tenant's obligations under this section, Landlord may, but shall not be obligated to, enter upon the Premises after 10 days' prior written notice to Tenant (except in the case of emergency, in which case no notice shall be required), and perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, without liability to Tenant for any loss that may accrue to Tenant's Business as a result, and Tenant shall promptly pay to Landlord a sum equal to 115% of the cost thereof.

(4) Parking Lot at Northern 70 Feet. Pursuant to Landlord's reservation in Section 27 of the northern 70 feet of the Premises for parking lot purposes, Tenant shall not have any maintenance responsibilities for the northern 70 feet of the Premises.

(5) Parking Lot Light Fixtures. In addition to Landlord's maintenance of the parking lot area reserved in Section 27, Landlord agrees to facilitate the maintenance of the parking lot light fixtures in the parking lot area not reserved by Landlord.

(b) Damage. Tenant shall be responsible for any damage done in or to the Premises caused by Tenant or its employees, agents, contractors, customers or invitees, or any burglar, vandal, or unauthorized entrant.

(c) Capital Repairs and Improvements. Tenant acknowledges and agrees that Tenant has inspected the Premises and has substantial knowledge as to the condition of the Premises. As such, should the need for capital repairs or improvements to the Premises arise during the Lease (including, without limitation (i) improvement or repair of the structural components of any improvements on the Premises, including, the exterior walls, foundation, slab and structural columns and all components of the roof, (ii) improvement, repair or replacement of any plumbing, electric, fire sprinkler, lighting, HVAC, mechanical and sewer systems in or servicing any improvements on the Premises, or (iii) any retrofits, upgrades, replacements and the like), such repairs or improvements shall be made by Tenant and at Tenant's sole cost and expense. In consideration of the reduced rent hereunder, Tenant hereby waives and releases any right it may have to make repairs at Landlord's expense under Section 1941 and 1942 of the California Civil Code, or under any similar law, statute or ordinance.

11. Landlord's Right of Entry. Landlord or its authorized representatives may enter the Premises following at least 48 hours' notice to Tenant during Tenant's regular business hours (except in a case of emergency) to: (a) inspect the Premises; (b) perform any obligation or exercise any right or remedy of Landlord under this Lease; (c) make repairs, alterations, improvements or additions to

the Building or to other portions of the Premises; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; and (e) perform work that Landlord deems necessary to prevent waste or deterioration of the Premises should Tenant fail to promptly commence and complete such repairs within 15 days after Notice. In exercising its right of entry provided for herein, Landlord and its contractors shall minimize any alteration or disruption to Tenant's Business.

12. Liens. Tenant shall not permit to be placed against the Premises, or any other part of the Premises, any mechanics', materialmen's, contractors', subcontractors' or other liens. Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees related to same. Landlord reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or on the improvements on the Premises any notices of non-responsibility or other notice as may be desirable to protect Landlord against liability. In addition to and not in limitation of Landlord's other rights and remedies under this Lease, should Tenant fail, within 15 days of a written request from Landlord, to discharge any lien or claim related to Tenant's use of the Premises or the Premises, or to indemnify, hold harmless and defend Landlord from and against any loss, damage, injury, liability or claim arising out of Tenant's use of the Premises as provided above, then Landlord, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages, or settle or discharge any action or satisfy any judgment and all costs, expenses and attorneys' fees incurred in doing so shall be paid to Landlord by Tenant upon written demand, together with interest thereon at the rate of 7% per annum (but in no event more than the maximum interest rate permitted by law) from the date incurred or paid through and including the date of payment.

13. Drainage and Water Quality Requirements. Without limiting any other provisions contained in this Lease, Tenant acknowledges that with regard to surface drainage and groundwater and surface water quality, the Premises are subject to the requirements of the United States Environmental Protection Agency ("EPA"), the California State Water Resources Control Board ("State Board"), the Regional Water Quality Control Board ("Regional Board"), the County of Orange, and the City of Garden Grove. Accordingly, Tenant shall comply, at its sole cost and expense, with all laws, rules and regulations regarding drainage and water quality (collectively, "Water Quality Laws") including the Federal Clean Water Act, the Federal Coastal Zone Management Act, the Porter-Cologne Water Quality Control Act and The California Coastal Act. In addition, Tenant agrees to obtain any and all permits which may be required pursuant to the Water Quality Laws in connection with Tenant's use or operation of the Premises to comply with the requirements of any such permits and, to the extent applicable, the requirements of any similar permits covering the Premises generally. Such permits may include, without limitation, National Pollutant Discharge Elimination System ("NPDES") permits (and the associated Storm Water Pollution Prevention Plan ("SWPPP") required by the State of California General Permit for storm water associated construction activity), County storm water permits, County drainage area management plans or Regional Board issued *de minimis* permits. Furthermore, Tenant agrees to comply with all rules and regulations adopted by the State Board, Regional Board or other governmental authority authorized by the EPA to implement the NPDES or similar programs. Tenant shall coordinate with the appropriate governmental authorities to ensure Tenant's compliance with the requirements of this section.

14. Environmental Matters.

(a) Hazardous Materials Laws; Hazardous Materials. "Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations. "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, gasoline, petroleum product or other product used in the servicing of motor vehicles, polychlorinated biphenyls or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Tenant or Landlord with respect to any third person under any Hazardous Materials Law.

(b) Use. Tenant shall not allow any Hazardous Material to be used, generated, released, stored or disposed of on, under or about, or transported from, the Premises, unless: (a) such use is specifically disclosed to and approved by Landlord (which approval may be granted or withheld in Landlord's sole discretion) prior to such use; and (b) such use is conducted in compliance with the provisions of this section. Landlord may approve such use subject to conditions to protect the Premises and Landlord's interests. Landlord may, without limitation, withhold approval if Landlord determines that such proposed use involves a risk of a release or discharge of Hazardous Materials or a violation of any Hazardous Materials Laws or that Tenant has not provided adequate assurances of its ability to remedy such a violation and fulfill its obligations under this section. Notwithstanding the foregoing, this provision shall not be construed or understood to prohibit Tenant from allowing Hazardous Materials to be brought upon the Premises so long as they are Hazardous Materials which are customary and common to the normal course of business and so long as such Hazardous Materials are used, stored and disposed of in strict accordance with all applicable Hazardous Materials Laws. Upon the expiration of the Term, any extensions or holdover period, or sooner termination of this Lease, Tenant shall remove any equipment, improvements or storage facilities utilized by Tenant or any assignee or subtenant of Tenant or their respective agents, contractors, employees, concessionaires, licensees, or invitees in connection with any Hazardous Materials and shall clean up, detoxify, repair and otherwise restore the Premises to a condition free of Hazardous Materials. Tenant shall be solely responsible, both financially and legally, for remediation of Hazardous Materials on the Premises to the extent such Hazardous Materials were released, discharged, used, or stored on or about the Premises during the Term or any extension or holdover period of this Lease.

(c) Compliance with Hazardous Materials Laws. Tenant and its agents, contractors, employees, assignees, sublessees, licensees, concessionaires, and invitees shall strictly comply with, and shall operate and maintain the Premises in compliance with Hazardous Materials Laws. Tenant

shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Tenant's operations on the Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Landlord's request, Tenant shall deliver copies of, or allow Landlord to inspect, all such permits, licenses and approvals. Tenant shall not perform any monitoring, investigation, clean-up, removal or other remedial work including, without limitation, the preparation and implementation of any closure, remedial action or other required plans in connection therewith (collectively, "Remedial Work") in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear or otherwise appropriately assert and protect Landlord's interest with respect thereto. Landlord shall have the right to intervene in any governmental action or proceeding involving any Remedial Work, and to approve performance of the work, in order to protect Landlord's interests. Upon Landlord's approval of the work to be performed and provided that Landlord does not elect to perform said work as provided hereinbelow, Tenant shall perform any Remedial Work required as a result of any release or discharge by Tenant or any assignee or sublessee of Tenant or their respective agents, contractors, employees, licensees, concessionaires, or invitees of Hazardous Materials affecting the Premises or any violation of Hazardous Materials Laws by Tenant or any assignee or sublessee of Tenant or their respective agents, contractors, employees, licensees, concessionaires, or invitees. Landlord shall have the right, but not the obligation, to remedy any violation by Tenant of the provisions of this section or to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding and Tenant shall pay, upon demand, all costs (including attorneys' fees and other costs) incurred by Landlord in remedying such violations or performing all Remedial Work, together with interest thereon at the legal rate from the date of payment by Landlord. Tenant shall not be responsible for remediation of Hazardous Materials on the Premises which were released, discharged, used, or stored prior to the Effective Date.

(d) Notice; Reporting. Tenant shall notify Landlord within 2 days after any of the following: (1) a release or discharge of any Hazardous Materials, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (2) Tenant's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (3) Tenant's receipt of any warning, notice of inspection, notice of violation or alleged violation, or Tenant's receipt of notice or knowledge of any proceeding, investigation or enforcement or regulatory action, pursuant to any Hazardous Materials Laws; (4) Tenant's receipt of notice or knowledge of any report made to any environmental agency arising out of or in connection with any Hazardous Materials in or about the Premises or removed therefrom, including any complaints, notices, warnings or asserted violations in connection therewith; or (5) Tenant's receipt of notice or knowledge of any claims made or threatened by any third party against Landlord or Tenant relating to any loss or injury resulting from Hazardous Materials. Tenant shall deliver to Landlord copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws, including without limitation copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises. In connection with any Hazardous Materials involving the Premises with respect to which Tenant is responsible hereunder, Tenant shall make all reports and filings required by any Hazardous Materials Laws, and provide Landlord with the

same for Landlord's review and approval prior to filing.

(e) Other Requirements.

(1) Additional Insurance or Financial Capacity. If at any time it reasonably appears to Landlord that Tenant is not maintaining sufficient insurance or other means of financial capacity to enable Tenant to fulfill its obligations to Landlord under this Lease, whether or not then accrued, liquidated, conditional or contingent, Tenant shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from companies or persons and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

(2) Landlord's Maintenance. The parties agree that although Landlord shall have the right to enter upon the Premises upon at least 48 hours' notice during Tenant's regular business hours to monitor and enforce Tenant's compliance with the requirements of this section, Landlord does not have the power or authority to control Tenant's actual use of the Premises beyond the commitments and covenants set forth herein and therefore shall have no responsibility for the same.

15. Indemnity. As a material part of the consideration to Landlord, Tenant shall pay for, defend (with an attorney approved by Landlord), indemnify, and hold Landlord and its elected and appointed officials, officers, employees, representatives and agents (together "Indemnitees") harmless from any real or alleged damage or injury and from all claims, judgments, liabilities, penalties, costs and expenses, including attorneys' fees and costs (collectively, "Costs"), in any way connected to Tenant's (or anyone acting directly or indirectly by or through Tenant) use or operation of the Premises, or any repairs, alterations or improvements which Tenant may make or cause to be made on the Premises, or by any breach of this Lease by Tenant, or by any existing or future condition, defect, matter or thing or about the Premises or any part thereof or any equipment or appurtenance therein and any loss or interruption of business or loss of Rent income resulting from any of the foregoing; provided, however, Tenant shall not be liable for Costs to the extent such damage or injury is ultimately determined to be caused by the willful negligence or misconduct of Landlord. Notwithstanding the foregoing, Tenant shall in all cases accept any tender of defense of any action or proceeding in which any of the Indemnitees is or are named or made a party and shall, notwithstanding any allegations of willful negligence or misconduct on the part of any of the Indemnitees, defend the Indemnitees as provided herein until a final determination of willful negligence or misconduct is made. Costs shall also include all of Indemnitees' attorneys' fees, litigation costs, investigation costs and court costs and all other costs, expenses and liabilities incurred by any of the Indemnitees or their counsel(s) from the first Notice that any claim or demand is to be made or may be made. Notwithstanding any other provision hereof, Tenant's obligations under this section shall survive the termination of this Lease.

16. Insurance.

(a) Commercial General Liability. Tenant, at its sole cost and expense, shall, during the entire Term, any extension and holdover period, keep in full force and effect a policy or policies of commercial general liability insurance and property damage insurance with respect to the Premises and the business operated by Tenant in which the combined single limit of liability shall be not less than \$2,000,000. Tenant shall also maintain a standard form all-risk policy covering fire and

extended coverage, vandalism, malicious mischief, sprinkler leakage and other perils of direct physical loss or damage insuring the personal property, trade fixtures and equipment of Tenant. Said policies shall name Landlord as additional insured and contain a clause that the insurer may not cancel or change the insurance coverage limits without first giving Landlord 30 days' prior written notice, except cancellation for nonpayment of premium, in which case only 10 days' prior written notice shall be required. Tenant's commercial general liability insurance shall include a contractual liability endorsement insuring performance of all indemnities of Tenant under this Lease and a cross-liability endorsement to the extent insurable. Said insurance policy shall be with an insurance company or companies with general policy holders' rating of not less than "A-VIII" as rated in the most current available Best's Key Rating Guide and which are qualified to do business in the state in which the Premises are located.

(b) Risk of Loss. Landlord shall not be liable for injury to any person or for any damage to personal property sustained by Tenant or others that are caused by any defects in said Premises or the Premises, or any service facilities or due to the happening of accident, including any damage caused by water, wind storm, or by any gas, steam, electrical wiring, sprinkler system, plumbing, heating or conditioning apparatus; theft; or acts or omissions of co-tenants or other occupants of the Premises, or hereafter occurring therein or due to any part or appurtenance thereof, including any and all furniture, fixtures, and equipment of Tenant becoming out of repair, or from any act or omission of Tenant.

(c) Waiver of Subrogation. Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord for any loss in or around the Premises from perils insured against under its fire or liability insurance contracts, including any all risk endorsements thereof, whether due to negligence or any other cause, provided that this section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant. Nothing herein shall relieve Tenant of its obligation to request and procure, to the extent available on a commercially reasonable basis, the necessary endorsements required to validly waive subrogation in accordance with this section. Tenant shall, at the request of Landlord, execute and deliver to Landlord a Waiver of Subrogation in the form and content as reasonably required by Landlord's insurance carrier. To the extent Tenant fails to maintain the insurance required under the terms of this Lease, such failure shall be a defense to any claim asserted by Tenant against Landlord by reason of any loss sustained by Tenant due to circumstances that would have been covered had such required insurance been maintained.

(d) Certificate of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord upon or before the delivery of the Premises to Tenant for any purpose. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease.

17. Destruction.

(a) Non-Termination and Non-Abatement. Except as expressly provided in subsection (b)(1), no destruction or damage to the Premises or any improvements located thereon by fire, windstorm or other casualty, whether insured or uninsured, shall entitle Tenant to terminate this Lease or to an abatement of Rent hereunder; provided, however, that both Landlord and Tenant each

reserve rights to terminate this Lease upon 30 days' notice as provided herein.

(b) Repair of Damage.

(1) Destruction. If the Building is totally destroyed or damaged or rendered wholly untenantable by fire or other casualty, then Landlord and Tenant shall each have the right to terminate this Lease by giving Notice to the other Party within 30 days after the date of destruction. If Tenant does not terminate the Lease within 30 days from the expiration of such 30-day period, Tenant shall pay Rent unabated and all insurance proceeds shall be paid to Landlord. If the Building is partially damaged or rendered partially untenantable by fire or other casualty, Tenant shall, within 30 days from the date of such destruction, begin the repair or replacement of the portion of the Building affected; provided, however, that both Landlord and Tenant each reserve rights to terminate this Lease upon 30 days' notice as provided herein.

(2) Application of Insurance Proceeds. Insurance proceeds recovered on account of damage or destruction less the cost of such recovery, shall either be applied to the payment of the cost of repairing and replacing the Building, or to the demolition of the damaged Building and clearing of the Premises. Whether or not the Lease is terminated, if net available insurance proceeds are insufficient to pay the entire cost of such work, or if the damage or destruction is the result of a cause not required to be insured against, then Tenant shall bear the cost thereof in excess of the net available insurance proceeds. Any balance of the net insurance proceeds may be kept by Tenant. Upon termination of this Lease, the Premises shall be redelivered to Landlord after removal, at Tenant's expense, of debris and all removable fixtures, furniture and equipment, if requested by Landlord, and all insurance proceeds received by or due to Tenant shall be paid to Landlord after deducting such expenses.

(c) Continued Rent. There shall be no abatement of Rent during any period of repair, irrespective of the continued operation of Tenant's business during such period.

(d) Waiver of Statutory Rights of Termination. Tenant waives any statutory rights of termination based on a partial or total destruction of the Premises.

18. Default and Remedies. Should Tenant be in default with respect to any monetary obligation pursuant to the terms of this Lease for a period of 15 days, or should Tenant vacate or abandon the Premises, then Landlord may treat any such event as a material breach of this Lease and in addition to any or all other rights or remedies of Landlord by law provided, should Tenant be in default with respect to any other obligation contained in this Lease, then Landlord may request by written notice that Tenant cure the breach within 15 days. If Tenant does not cure the breach within 15 days, then Landlord may terminate this Lease. Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to Tenant or any other person to declare the Lease terminated and to re-enter and take possession of the Premises and remove all persons therefrom. Should Landlord elect to terminate this Lease pursuant to this section, Landlord may recover from Tenant all damages caused as a result of Tenant's default.

19. Waiver. Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by Landlord to require exact, full, and complete compliance

with any of the covenants, conditions, terms, or agreements contained in this Lease be construed as changing the terms of this Lease in any manner or preventing Landlord from enforcing the full provisions hereof. No delay, failure, omission of Landlord to exercise any right, power, privilege, or option arising from any default or breach, nor any subsequent acceptance of payment then or thereafter by Landlord, shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or breach, or as a relinquishment of any right. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall be cumulative.

20. Attorneys' Fees. Should either party to this Lease have to resort to litigation to enforce any provision of this Lease, the prevailing party shall be entitled to its attorneys' fees and reasonable costs incurred in litigating any dispute.

21. Inspection. Landlord and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion of the Premises or any improvements on the Premises at any time during business hours and at other times after Landlord has provided Tenant with 48 hours advanced notice to show the Premises to potential buyers, investors or tenants or other parties, inspect the Premises, make repairs or replacements, or for any other purpose Landlord reasonably deems necessary. All visitors shall be accompanied by a Landlord representative and shall provide Tenant with identification and the purpose of the visit/inspection upon demand.

22. Prohibition on Assignment and Subletting. Tenant may not assign, sublet or otherwise transfer its interest under this Lease without Landlord's prior written consent, which consent may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.

23. Notices. All notices, demands and requests which may be given or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the date personally delivered to the address below prior to 5:00 p.m. (Pacific Standard Time), as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (2) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (3) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx, UPS, or DHL) addressed to such party at the address specified below; or (4) on the business day sent via facsimile transmission to the facsimile numbers below, as evidenced by a printed confirmation of the successful electronic transmission of the message prior to 2:00 p.m. (Pacific Standard Time), or otherwise delivery shall be considered to be on the following business day. For purposes of this section, the addresses of the parties for all notices are as follows:

To Landlord: City of Garden Grove
Attn.: City Manager
11222 Acacia Parkway
Garden Grove, CA 92840
Fax (714) 741-5044

To Tenant: North County Senior Services, LLC

Attn.: James E. McAleer
2515 McCabe Way, Suite 200
Irvine, CA 92614

24. No Principal/Agent Relationship and No Third Party Beneficiary. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent or of partnership or joint venture between Landlord and Tenant, nor shall it be construed to benefit any third party.

25. Authority to Enter Into Agreement. Each Party to this Lease represents and warrants that its respective signatory has the authority to enter into this Lease and to bind it to the terms of this Lease.

26. Waiver of Relocation Rights. As consideration for entering into this Lease, Tenant expressly, voluntarily and knowingly understands, acknowledges and agrees that its status is and will be and remain as a "post acquisition tenant" with no eligibility or rights to relocation assistance or benefits thereunder pursuant to the Relocation Assistance Laws. Tenant acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Lease, expressly waives all such past, present and future rights, if any, to which Tenant might otherwise be or become entitled with regard to this Lease and the business operated on the Premises. Tenant hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Tenant might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq., and/or the California Relocation Assistance Law, as amended, Government Code § 7260 et seq. Tenant fully, intentionally, knowingly and voluntarily waives, releases and discharges Landlord, and its appointed and elected officials, officers, directors, employees, contractors, and agents (together "Indemnitees") from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to (i) the sale of the Premises or the relocation of any of Tenant's business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the Premises, including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under the Relocation Assistance Laws notwithstanding that such relocation assistance, benefits and/or payments may be otherwise required under such state or federal law; and (ii) compensation for any interest in the business operations at, on, or about the Premises including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, leasehold interest, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever.

27. Reservations. Landlord reserves to itself, its successors and assigns, along with the right to grant and transfer:

(a) Nonexclusive easements on behalf of itself for the installation, emplacement, maintenance and replacement of electric, gas, telephone, cable television, telecommunications, water, sanitary sewer lines, drainage facilities or any other utilities (collectively, "Utilities"), together with the right to enter upon the Premises in order to service, maintain, repair, reconstruct, relocate or replace any Utilities. Landlord shall repair, reconstruct and restore any Utilities to its

condition prior to such entry by Landlord for the purposes set forth in this section.

(b) Nonexclusive easements on, over, under or across the Premises within 10 feet from all property lines bordering on a public or private street or drive for the installation, emplacement, replacement, repair, operation and maintenance of any Utilities.

(c) Any and all water, and all rights or interests therein, together with the right to explore, drill, redrill, remove and store the same from the Premises or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Landlord, but without, however, any right to enter upon the surface of the Premises in the exercise of such rights. In exercising its rights reserved herein, Landlord shall use commercially reasonable efforts not to materially and unreasonably interfere with the operation of Tenant's business on the Premises.

(d) The northern 70 feet of the Premises consisting of two-rows of parking spaces. Notwithstanding the provisions of this Lease pertaining to Tenant's maintenance responsibilities, Landlord or Landlord's assign will maintain this portion of the Premises for parking lot purposes.

28. Applicable Law and Venue. This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in Orange County.

29. Counterparts and Facsimiles. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any facsimile of any original document shall be treated as an original document. The Party submitting any facsimile must also submit a copy of the original to the other Party within a reasonable time after the transmission of the facsimile.

30. Miscellaneous.

(a) The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provision.

(b) The above Recitals are an integral part of this Lease and made part hereof.

(c) If any provision of this Lease or its application is found to be invalid or unenforceable, such determination shall not affect the other provisions of this Lease and they shall remain valid and enforceable.

(d) Time is of the essence in all provisions of this Lease.

31. Complete Agreement. This Lease constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter of this Lease and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written.

32. Brokers. There have been no brokers, finders or agents involved in this Lease, and each party agrees to hold the other harmless from the failure to pay any broker, finder or agent

making a claim for compensation, commission or charges with respect to this Lease and/or the negotiation hereof.

33. Modification. No supplement, modification, amendment or change in any terms of this Lease shall be binding on the Parties unless in writing and executed by Tenant and Landlord.

34. Termination of Prior Lease. The 1996 lease between Acacia and the RDA is hereby terminated upon the effective date of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the dates below stated.

LANDLORD

CITY OF GARDEN GROVE,
a California Municipal Corporation

By: _____
Its: City Manager
Dated: _____

Attest:

City Clerk
Dated: _____

Approved as to form:

City Attorney

TENANT

NORTH COUNTY SENIOR SERVICES,
LLC, A California Limited Liability Company

By: ALZHEIMER'S ORANGE COUNTY
A California Nonprofit Corporation
Its: Manager

By: _____
Its: CEO
Dated: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Review of automatic pass-through water costs increases adopted by Ordinance No. 2890. (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

To request that the City Council review the automatic pass-through adjustment calculation for increased wholesale water charges, effective January 1, 2020, imposed by the Metropolitan Water District of Southern California (MET), the Municipal Water District of Orange County (MWDOC), and Orange County Water District (OCWD).

BACKGROUND

The City's Water Enterprise Fund pays commodity charges to MET and MWDOC for its imported water supply. The City also pays a replenishment assessment to the Orange County Water District (OCWD) for its groundwater supply.

Ordinance No. 2890 adopted by the City Council on March 27, 2018, provides for automatic pass-through adjustment for purchased water cost. Section E.1. of the ordinance states that "The commodity delivery charge shall be automatically adjusted to reflect adopted increases or decreases in wholesale charges for water established by other public agencies from which the City of Garden Grove purchases water to the extent such increases or decreases are not reflected in the schedule of charges then in effect. Any such automatic adjustments shall be implemented through adjustment of the commodity adjustment charge."

This pass-through increase allows the City to maintain its water infrastructure system in order to continue to provide water, and ensure that the Water Enterprise Fund remains solvent.

The analysis below provides for the basis of the pass-through rate adjustment. Notice of the rate adjustment will be provided to all City water customers at least thirty (30) days prior to the effective date.

DISCUSSION

MET, MWDOC and OCWD have adopted their rate and fee adjustments for FY 2019-20. As a result, and in accordance with Ordinance 2890, the City will pass the increase in water commodity delivery charge to its water customers.

Below is a calculation on the water commodity rate change. All data used in the calculation are derived from a recent study performed by FG Solutions, including water supply estimates and cost estimates for both groundwater and imported water.

Water Commodity Adjustment Calculation¹
Fiscal Year 2019-20
For Rates Effective January 1, 2020

	FY2018-19	FY2019-20
Total Acre-feet (AF) of Groundwater	18,887	17,710
Total Acre-feet (AF) of Imported Water	3,455	5,290
Total Water Supply (AF)	22,342	23,000 ²
Groundwater Costs ³	\$ 8,695,913	\$ 8,624,770
Imported Water Costs	4,391,768	6,516,818
Total Cost	\$ 13,087,681	\$ 15,141,588
Cost per Acre-feet (\$/AF)	\$ 585.79 (A)	\$ 658.33 (B)
Increase from Previous Year per AF		\$ 72.54 (C) = (B) - (A)
Increase from Previous Year per (CCF) ⁴		\$ 0.17 (C)/435.6

¹ Data included in calculation is obtained from 2019 Revenue Requirement Update prepared by FG Solutions.

² FY2019-20 water supply estimate of 23,000 AF is consistent with value used in the 2018 water rate study.

³ Groundwater costs include recharge assessment and basin equity assessment.

⁴ CCF stands for Hundreds of Cubic Feet. 1 acre-feet (AF) is equivalent to 435.6 CCF.

Based on the above calculation, the Commodity Delivery Charge will increase by \$0.17 per billing unit, or 100 cubic feet, in Fiscal Year 2019-20. The adjustment reflects the actual cost increase of wholesale water the City has to incur to continue to provide water to its residents. The City is authorized to automatically adjust the Commodity Delivery Charge component based upon actual increases incurred by the City for acquiring groundwater and imported water. Below is a comparison of the current and proposed new rate for both Tier 1 and Tier 2 residential customers:

	Current Rate (per HCF)	Effective Jan. 1, 2020 (per HCF)	Increase (per HCF)
Tier I	\$ 2.94	\$ 3.11	\$ 0.17
Tier II	\$ 4.06	\$ 4.23	\$ 0.17

Under this adjustment, the average residential customer's water bill will increase by approximately \$2.55 per month (assuming a 5/8 x 3/4-inch meter and 15 HCF of water use), or \$5.10 on each bi-monthly bill. The new rate will take effect on January 1, 2020. Notice of Change in Water Commodity Delivery Charges will be mailed to all City water customers on November 27, 2019.

FINANCIAL IMPACT

The proposed water commodity rate increase has no impact to the General Fund. The rate change is a pass-through adjustment to offset increase from wholesale suppliers from which the City acquires its water supply. The proposed rate increase will allow for the Water Enterprise Fund to continue meeting its financial obligations and carry out its capital improvement and replacement programs.

RECOMMENDATION

It is recommended that the City Council:

- Review of the Water Commodity Adjustment calculation adopted by Ordinance No. 2890 for the automatic pass-through adjustment to the commodity delivery charges effective January 1, 2020.

ATTACHMENTS:

Description	Upload Date	Type	File Name
1. Table A-5 of the 2019 Revenue Requirement Update prepared by FG Solutions	11/12/2019	Exhibit	Attachment_1_-_Table_A-5_Garden_Grove_110519.pdf
2. Notice of Change in Water Commodity Delivery Charges	11/12/2019	Exhibit	Attachment_2_-_Notice_of_Water_Commodity_Adjustment_2020.pdf
3. Ordinance No. 2890	11/20/2019	Ordinance	2890_Water_Rate_Adjustment_(5_YR).pdf

Table A-5
City of Garden Grove - Water Division
2019 Revenue Requirement Update
Detailed Calculation of Water-Metered and Water Costs Revenues

Line No	ACCT	DESCRIPTION	Estimate					
			FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
1		"Water-Metered" Revenue Estimate						
2		Minimum Charge Revenue (1)	\$5,661,225	\$7,084,106	\$7,429,633	\$7,857,771	\$7,857,771	\$7,857,771
3		Commodity Charge Revenue	28,098,417	28,739,423	28,817,780	28,904,538	28,952,336	28,952,336
4		Total	\$33,759,642	\$35,823,529	\$36,247,413	\$36,762,309	\$36,810,107	\$36,810,107
5								
6		Total AF/Year Imported	3,455	5,290	5,750	5,750	5,750	5,750
7		Total AF/Year Groundwater	18,887	17,710	17,250	17,250	17,250	17,250
8								
9		Water Pass-Through Calculation, Groundwater (Tier 1 Pass-Through)						
10		Groundwater Costs (Including Recharge Assessment and Basin Equity Assessment)	\$8,695,319	\$8,624,770	\$8,820,788	\$9,261,827	\$9,724,918	\$10,211,164
11		\$/AF	\$460.40	\$487.00	\$511.35	\$536.92	\$563.76	\$591.95
12		Change from Previous Year						
13		\$/AF	\$0.00	\$26.60	\$24.35	\$25.57	\$26.85	\$28.19
14		\$/ccf	\$0.00	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
15		Pass-Through Charge, \$/ccf	\$0.00	\$0.06	\$0.12	\$0.18	\$0.24	\$0.30
16								
17		Water Pass-Through Calculation, MWD Imported Water (Tier 2 Pass-Through)						
18		MWD Purchased Water Cost	\$4,391,768	\$6,516,818	\$7,189,370	\$7,395,040	\$7,606,715	\$7,801,400
19		\$/AF	\$1,271.32	\$1,231.91	\$1,250.33	\$1,286.09	\$1,322.91	\$1,356.77
20		Change from Previous Year						
21		\$/AF	\$0.00	(\$39.41)	\$18.41	\$35.77	\$36.81	\$33.86
22		\$/ccf	\$0.00	(\$0.09)	\$0.04	\$0.08	\$0.08	\$0.08
23		Pass-Through Charge, \$/ccf	\$0.00	(\$0.09)	(\$0.05)	\$0.03	\$0.11	\$0.19
24								
25		Water Pass-Through Calculation, Merged MWD and Groundwater						
26		MWD and Groundwater Costs	\$13,087,087	\$15,141,588	\$16,010,157	\$16,656,867	\$17,331,633	\$18,012,564
27		\$/AF	\$585.79	\$658.33	\$696.09	\$724.21	\$753.55	\$783.15
28		Change from Previous Year						
29		\$/AF	\$0.00	\$72.5	\$37.8	\$28.1	\$29.3	\$29.6
30		\$/ccf	\$0.00	\$0.17	\$0.09	\$0.06	\$0.07	\$0.07
31		Pass-Through Charge, \$/ccf	\$0.00	\$0.17	\$0.26	\$0.32	\$0.39	\$0.46

November 27, 2019

Subject: Notice of Change in Water Commodity Delivery Charges

Dear Water Customer:

The City of Garden Grove values customer service first and foremost, and keeping our customers well-informed. The City is committed to providing over 33,000 customers with a reliable, high quality and cost efficient water service that protects public health, provides fire protection and creates opportunities for economic growth within the community.

In order to fully serve its customers, the City must purchase water on a wholesale basis from Metropolitan Water District of Southern California (MET), Municipal Water District of Orange County (MWDOC) and pay a replenishment assessment fee to Orange County Water District (OCWD). MET, MWDOC and OCWD have adopted their rate and fee adjustments for FY 2019-20.

In 2018, pursuant to Government Code section 53756, the Garden Grove City Council adopted an ordinance providing for automatic as needed adjustments to the water commodity adjustment charges over the subsequent five (5) years to reflect increases or decreases in wholesale water rates charged by MET, MWDOC, and/or OCWD. Without the ability to pass through such purchased water rate increases, the City may not be able to generate the funds required to maintain and operate the City's water system, repay bond indebtedness, and comply with regulations imposed by State and Federal agencies, because funds currently dedicated to these purposes will instead need to be used to pay for the higher water costs.

City water rates for metered service are broken down into three separate components: (1) a minimum service charge based on the customer's meter size; (2) a capital recovery charge based on the customer's meter size; and (3) a commodity delivery charge based on the amount of water used by the customer. It is the commodity delivery charge that is affected by increases or decreases in the purchased water rates paid by the City to MET/MWDOC and/or the replenishment assessment fee paid by the City to OCWD.

Based on the calculations for the water commodity delivery charge adjustment, the charge will increase by \$0.17 per billing unit in FY 2019-20. This will result in the Tier 1 of the commodity delivery charge to increase from \$2.94 per one hundred cubic feet ("HCF") of water (748 gallons) used to \$3.11 per HCF and the Tier 2 of the commodity delivery charge to increase from \$4.06 per HCF used to \$4.23 per HCF. Under this adjustment, the average residential customer's water bill will increase by approximately \$2.55 per month (assuming a 5/8 x 3/4-inch meter and 15 HCF of water use), or \$5.10 on each bi-monthly bill. Your water bill will increase more or less, depending upon how much water you use. The new rates will take effect on January 1, 2020.

The City deeply appreciates your understanding and support. If you have any questions regarding this notice, please call the Public Works Water Services Division at (714) 741-5395.

ORDINANCE NO. 2890

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTIONS 14.12.010 AND 14.12.030 OF CHAPTER 14.12 OF TITLE 14 ("WATER") OF THE MUNICIPAL CODE RELATING TO WATER RATES AND CHARGES

City Attorney's Summary

This Ordinance amends Sections 14.12.010 and 14.12.030 of the Garden Grove Municipal Code to authorize, for a period of five (5) years, future automatic adjustments in the minimum charge, capital improvement recovery charge, commodity delivery charge, and private fire service charge of water rates and future automatic adjustments to reflect adopted increases or decreases in wholesale charges for water established by other public agencies from which the City purchases water.

THE CITY COUNCIL FINDS AND DECLARES AS FOLLOWS:

WHEREAS, FG Solutions prepared a Water Rate Study on behalf of the City, which evaluated the Water Enterprise's financing and capital facilities needs, determined the estimated funds needed to adequately finance the operations, capital improvements and debt obligations for the Water Enterprise, reasonably allocated the Water Enterprise's projected revenue requirements to the various customer classes in accordance with their respective service requirements, and recommended a suitable schedule of water rates that produce revenues adequate to meet the Water Enterprise's financial needs in accordance with estimated reasonable customer costs of service;

WHEREAS, Government Code Section 53756 authorizes any agency providing water service to adopt a schedule of fees or charges for a period not to exceed five (5) years authorizing automatic adjustments that pass through increases or decreases in wholesale charges for water established by another public agency from which it purchases water;

WHEREAS, the City Council has determined, based on the findings and recommendations of City Staff and FG Solutions and the legislative findings herein, that, in order to adequately finance the operations, capital improvements and debt obligations for the Water Enterprise, (i) automatic annual adjustments to the minimum charge, the capital improvement recovery charge, commodity delivery charge, and private fire service charge, set forth in Subsections (A), (B), and (C) of Section 14.12.010 and in Section 14.12.030 over a five (5) year period as recommended by FG Solutions should be authorized, and (ii) Subsection (F) of Section 14.12.010 should be re-adopted for automatic adjustments to the commodity delivery charge for water usage that pass through future increases in wholesale water charges for a five (5) year period;

WHEREAS, the City Council has determined the following with regard to the rates and charges for water usage established by this Ordinance: (i) the fees and

charges are not imposed as a condition of approval of a development project, as defined in California Government Code section 66001; (ii) the fees and charges are established upon a rational basis between the fees charged each customer and the service and facilities provided to each customer of the City's Water Enterprise; (iii) the revenues derived from the fees and charges do not exceed the estimated reasonable cost to provide the capital facilities and water services for which they are levied; (iv) the revenues derived from the fees and charges shall not be used for any other purpose than that for which the fees and charges are imposed; (v) the fees and charges do not exceed the proportional cost of the water service attributable to each consumer; (vi) the fees and charges are imposed on water services which are immediately available to the consumer; (vii) the fees and charges are not levied for general governmental services; and (viii) the rates and charges are not discriminatory or excessive, are sufficient under Government Code section 54515, comply the provisions or covenants of any outstanding revenue bonds of the City payable from the revenues of the Water Enterprise, comply with the provisions of the Revenue Bond Law of 1941 (Government Code 54300-54700), and are in compliance with all other applicable law;

WHEREAS, the City Council has determined that the authorization of automatic adjustments to the rates and charges for water usage provided for herein is appropriate and represents increases in the rates and charges needed to adequately finance the operations, capital improvements and debt obligations for the Water Enterprise for those years;

WHEREAS, in accordance with Proposition 218 and Government Code Section 53755, Notice of a Public Hearing to consider the proposed adjustments in water rates and charges and containing such information required to be included pursuant to California law (the Proposition 218 Notice) was mailed to all record owners of affected property to the addresses as they appear on the latest equalized assessment roll and to all City customers located on the affected parcels at the addresses to which the City customarily mails the billing statements;

WHEREAS, on March 13, 2018, the City Council conducted the Public Hearing provided for in the Proposition 218 Notice, at which time the City Council heard all objections and protests to the proposed adjustments in water rates and charges;

WHEREAS, written protests against the proposed adjustments in water rates and charges were not presented by a majority of the property owners, as the total number of properties on which the rates are imposed as shown on the last equalized assessment roll of Orange County totaled 34,692 and the City received a total of 57 protests;

WHEREAS, pursuant to California Government Code section 66016 notice of the time and place of this hearing, including a general explanation of the matter to be considered and a statement that the data required by Government Code section

66016 is available for public review at the City, was mailed to interested parties requesting notice at least fourteen (14) days prior to the hearing;

WHEREAS, pursuant to California Government Code section 66016 the City made available to the public the Water Rate Study and other data documenting the estimated costs required to provide services for which the proposed modified rates and charges will be levied and the revenue sources anticipated to provide the services;

WHEREAS, on March 13, 2018, in accordance with applicable legal requirements, the City Council conducted a duly noticed Public Hearing to consider the proposed adjustments in water rates and charges set forth herein, at which Public Hearing all those who wished to speak for or against the proposed adjustments in water rates and charges were heard; and

WHEREAS, the adoption of this Ordinance and the establishment of such rates and charges is statutorily exempt under the California Environmental Quality Act ("CEQA") pursuant to the provisions of Public Resource Code section 21080(b)(8) and Section 15378 and Section 15273 of the CEQA Guidelines because, (i) the increased rates and charges are for the purpose of meeting operational and maintenance expenses of the Water Enterprise, and (ii) the rates and charges constitute the creation of funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN:

Section 1. Section 14.12.010 of Chapter 14.12 of Title 14 ("Water") of the Garden Grove Municipal Code is hereby amended in its entirety to read as follows:

14.12.010 – RATES AND CHARGES

The City of Garden Grove Water Division incurs ongoing operational costs, such as labor, commodities and contractual services in providing water service to the community. A water rate schedule is established to consist of a minimum charge and commodity delivery charge to pay for the system operational and capital replacement costs. A capital improvements charge is established to pay for future capital improvements needed to meet future demands on the system. Accordingly, the following rate structure is established for water usage:

A. MINIMUM CHARGE. The minimum charge for metered service shall be:

PROPOSED BIMONTHLY MINIMUM CHARGES					
METER SIZE (IN INCHES)	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
5/8 x 3/4	\$18.02	\$28.15	\$29.63	\$31.95	\$33.85
1	\$38.11	\$46.03	\$47.18	\$49.00	\$50.48
1 ½	\$68.92	\$74.86	\$75.72	\$77.09	\$78.20
2	\$102.71	\$108.30	\$109.12	\$110.40	\$111.45
3	\$174.25	\$190.83	\$193.24	\$197.04	\$200.15
4	\$246.97	\$280.86	\$285.80	\$293.57	\$299.92
6	\$537.61	\$562.87	\$566.55	\$572.34	\$577.08
8	\$842.12	\$885.35	\$891.66	\$901.56	\$909.67
10	\$1,174.34	\$1,288.76	\$1,305.45	\$1,331.67	\$1,353.12

B. COMMODITY DELIVERY CHARGE. Subject to adjustment pursuant to Subsections (E), the unit charge for metered services shall be:

PROPOSED BIMONTHLY COMMODITY DELIVERY CHARGES (\$ per hcf)					
	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
Tier 1	\$2.94	\$2.94	\$2.92	\$2.89	\$2.86
Tier 2	\$3.65	\$4.06	\$4.15	\$4.28	\$4.40

PROPOSED UNITS OF WATER (1 UNIT = 100 CUBIC FT) ("hcf") INCLUDED IN TIER 1 PER BILLING PERIOD	
METER SIZE	MAXIMUM hcf, TIER 1
5/8 x 3/4	33
1	83
1 ½	165
2	264
3	528
4	825
6	1,650
8	2,640
10	3,960

C. CAPITAL IMPROVEMENTS CHARGE. The capital improvements recovery charge for services shall be:

PROPOSED BIMONTHLY CAPITAL IMPROVEMENTS CHARGE					
METER SIZE (IN INCHES)	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
5/8 x 3/4	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00
1	\$7.50	\$10.00	\$12.50	\$15.00	\$17.50
1 ½	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00
2	\$24.00	\$32.00	\$40.00	\$48.00	\$56.00
3	\$48.00	\$64.00	\$80.00	\$96.00	\$112.00
4	\$75.00	\$100.00	\$125.00	\$150.00	\$175.00
6	\$150.00	\$200.00	\$250.00	\$300.00	\$350.00
8	\$240.00	\$320.00	\$400.00	\$480.00	\$560.00
10	\$360.00	\$480.00	\$600.00	\$720.00	\$840.00

D. SPECIAL RATE FOR SMALL USAGE. All residential customers with 5/8" x 3/4" meters who use six (6) units or less of water in a billing period shall pay only the minimum charge and capital improvements charge provided for in Subsection (A) and (C), provided the water usage remains at six (6) units or under. If usage exceeds six (6) units, then the water customer shall pay the minimum charge and capital improvements charge, plus the commodity delivery charge provided for in Subsections (B).

E. AUTOMATIC PASS THROUGH ADJUSTMENTS FOR PURCHASED WATER COSTS.

1. The commodity delivery charge shall be automatically adjusted to reflect adopted increases or decreases in wholesale charges for water established by other public agencies from which the City of Garden Grove purchases water to the extent such increases or decreases are not reflected in the schedule of charges then in effect. Any such automatic adjustment shall be implemented through adjustment of the commodity adjustment charge. The amount of any such automatic adjustment shall be calculated by the Finance Director, or his designee, and shall be presented to the City Council for review. Data documenting the amount of the increase or decrease in wholesale water costs and the basis for all adjustment calculations shall be made available to the public upon request.
2. The Finance Director shall cause notice of any automatic adjustment made pursuant to this subsection (E) to be given pursuant to subdivision (a) of Government Code Section 53755, as it may be

amended from time to time, and/or other applicable law, not less than thirty (30) days before the effective date of the adjustment.

3. Unless readopted pursuant Government Code Section 53756, as it may be amended from time to time, and/or other applicable law, the authority to make automatic adjustments pursuant to this subsection (E) shall expire five (5) years from the effective date of the ordinance adopting or readopting this subsection (E).

F. DETERMINATION OF WATER SUPPLY. The percent of water to be pumped and the percentage to be purchased shall be established by the Public Works Director prior to May 1st of each year, based on the basin production percentage assigned to the City of Garden Grove by the Orange County Water District.

Section 2. Section 14.12.030 of Chapter 14.12 of Title 14 ("Water") of the Garden Grove Municipal Code is hereby amended in its entirety to read as follows:

14.12.030 – PRIVATE FIRE SERVICE

The bimonthly charge for private fire service protection shall be as follows:

PROPOSED BIMONTHLY RATE					
METER SIZE (IN INCHES)	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
1 1/2"	\$2.43	\$2.70	\$2.79	\$2.89	\$2.99
2"	\$5.17	\$5.75	\$5.95	\$6.16	\$6.38
3"	\$15.02	\$16.72	\$17.31	\$17.92	\$18.55
4"	\$32.01	\$35.63	\$36.88	\$38.17	\$39.51
6"	\$93.00	\$103.51	\$107.13	\$110.88	\$114.76
8"	\$198.18	\$220.57	\$228.29	\$236.28	\$244.55
10"	\$356.40	\$396.67	\$410.55	\$424.92	\$439.79

Section 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this ordinance is, for any reason, held to be invalid 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.

Section 4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be

published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the 27 day of March 2018.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on March 13, 2018, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, NGUYEN T.,
KLOPFENSTEIN, NGUYEN K., JONES
NOES: COUNCIL MEMBERS: (2) O'NEILL, BUI
ABSENT: COUNCIL MEMBERS: (0) NONE

and was passed on March 27, 2018, by the following vote:

AYES: COUNCIL MEMBERS: (6) BEARD, NGUYEN T., BUI,
KLOPFENSTEIN, NGUYEN K., JONES
NOES: COUNCIL MEMBERS: (1) O'NEILL
ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ TERESA POMEROY, CMC
CITY CLERK

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Receive and file Fiscal Year 2018-19 Development Impact Fee Annual Report. (<i>Action Item</i>)	Date:	11/26/2019

OBJECTIVE

For the City Council to receive and file the Fiscal Year 2018-19 Development Impact Fee Annual Report (Report) as required by Government Code Section 66006 (b).

BACKGROUND

Annually, the City is required to report on the disposition of collected development fees and to provide information related to the use of these fees when funding capital improvements. Pursuant to Government Code Section 66006 (b), this Report must be reviewed by the City Council at a public meeting, not less than fifteen days after this information is made available to the public. The attached Report summarizes the activity in several development impact fee funds, and it pertains to information for Fiscal Year ending June 30, 2019.

Fees that have been deposited with the City for more than five years must be identified and evaluated as required by Government Code Section 66001 (d)(1). At this time, the City does not have any funds that were originally deposited in, or prior to, June 30, 2014. First funds received are first funds utilized.

DISCUSSION

In general, the City collects development impact fees to offset the impacts of new development projects in the City. These impacts are usually associated with increased demand placed on city facilities due to the additional usage of the facilities. For example, the City collects a drainage fee to improve drainage facilities. As development occurs, more of the city's natural surfaces are replaced with paved surfaces. Paved surfaces do not absorb storm water, causing the runoff to go into the public streets. If drainage facilities are not improved, the streets will experience significant flooding that could damage private property.

FINANCIAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Receive and file the Fiscal Year 2018-19 Development Impact Fee Annual Report as required by Government Code Section 66006 (b).

By: Ana V. Neal, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
FY18-19 Development Impact Fee Report	11/5/2019	Exhibit	2018-19_Annual_Report_11-4-19.pdf

**City of Garden Grove
Development Impact Fee Annual Report
Fiscal Year 2018-2019**

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the code, and it was prepared with the assistance of the Public Works Department and Finance Department.

Government Code Section 66006(b) requires that within 180 days after the last day of the fiscal year the city shall make available the following information for that given year:

- A. A brief description of the type of fee, included as Section 1.0.
- B. The amount of the fee, included as Section 2.0.
- C. The beginning and ending balances of the fund and fees collected and the interest earned, included as Section 3.0.
- D. An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. This is included as Section 4.0.
- E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and if the public improvement remains incomplete. This is included as Section 5.0.
- F. A description of each inter-fund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and the rate of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. No transfers or loans were required or made.
- G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. No refunds were required or made.

Section 1.0. A Brief Description of the Type of Fee in the Account or Fund

Drainage Facilities Fee

As city lands are developed, hard surface areas (concrete/paving) increase and directly affect flooding citywide. A drainage fee is charged to fund local drainage improvements that are required to reduce the cumulative impact of increased runoff in the city.

Transportation Facilities Fee

Development increases the motorist population citywide and the cumulative increase requires constant improvements to meet the demands of the public. The Transportation Facilities Fee is charged to fund projects that relieve traffic congestion either in a specific location or citywide.

Water Assessment Fees

The fees reflect the cumulative impact of development on the water infrastructure. Water assessment fees are charged per (1) frontage and (2) acreage. The reasoning is that a property with a large frontage will benefit from additional street exposure, including landscaping and will place a greater burden on the water system as opposed to a similar sized parcel with a smaller sized frontage. The fee for acreage is to account for the increased demand placed on the water system by larger properties in general. Together, these fees fund capital projects that are required in order to meet the water needs of an increased population and to upgrade an aging infrastructure.

Parkway Tree Fee

City parkway trees are located throughout the city. The maintenance and care of the city's urban forest is an ongoing task that involves trimming, planting, removal, sucker removal, installation of root barriers, staking, etc. Additionally, hardscape items, such as curb, gutter, and sidewalk, need removal and replacement due to tree root damage. New development often removes mature trees as part of their project. This fee is collected to pay for the capital improvement costs associated with maintaining the city's parkway trees and adjacent hardscape. In this manner, the city's urban forest is maintained at a service level that is consistent with the public's expectations.

In Lieu of Parkland Dedication Fee (Quimby Park Fee)

The Quimby Act authorizes the City to require the dedication of parkland or to impose fees for park or recreational purposes as a condition of the approval of a tentative or parcel subdivision map. These fees are used for the purpose of developing new or rehabilitating existing neighborhood or community parks or recreation facilities. This fee is only applied to Subdivision Projects.

Mitigation Act Park Fee (Citywide Park Fee)

The City charges a Citywide Park Fee applicable to residential developments consisting of non-subdivisions. Consequently, residential developments not subject to the Quimby Park Fee (above) shall be required to remit a park fee as established by City Council for the purposes of providing citywide parks and recreational facilities.

Cultural Arts Fee

The city collects Art fees to construct various public art pieces and memorials and for conducting public events, such as the Open Streets annual event.

In Lieu Of Undergrounding Fee

This fee is collected in lieu of required utility undergrounding at the request of the developer. The fee will be used to underground overhead utility lines in conjunction with the City's Rule 20A program funded through Southern California Edison. This will maximize the city's resources and deliver a more cost effective project.

Section 2.0. Fee Amounts

Drainage Facilities Fee Schedule

Land Use	Effective 2/12/2019
Single Family (Sq.Ft.)	\$ 0.27
Multi Family (Sq.Ft.)	\$ 0.18
Commercial (Sq.Ft.)	\$ 0.42
Office (Sq.Ft.)	\$ 0.50
Industrial (Sq.Ft.)	\$ 0.47

Transportation Facilities Fee Schedule

Land Use	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 1,600
Multi Family (Dwelling Unit)	\$ 990
Hotel/Motel (Room)	\$ 919
Industrial (Sq.Ft.)	\$ 0.57
Retail (Sq.Ft.)	\$ 3.66
Office (Sq.Ft.)	\$ 2.61
Cost Per Trip Fee*	\$ 1,407

**'Per Trip Fee' will be applied to land use project categories not listed in this schedule. Additional trip calculations will use the latest Institute of Transportation Engineers Trip Generation Manual.*

Park Facilities Fee Schedule

Quimby Fee - Subdivisions / Neighborhood Parks

Land Use	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 11,794
Multi Family (Dwelling Unit)	\$ 9,804

Mitigation Fee - Non-Subdivisions / Citywide Parks

Land Use	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 6,061
Multi Family (Dwelling Unit)	\$ 5,038

Water Assessment Fees

Cost is determined by adding the acreage and frontage charges:

Acreage charge; \$950 per acre.

Frontage charge; \$8 per linear foot for an arterial street or \$4.50 per linear foot for a residential street

Parkway Tree Fee

Cost = \$2.50 per linear foot of frontage.

General Plan and Cultural Arts Fee

\$2.00 plus \$1.75/\$1,000.00 or fraction thereof of valuation as determined by the Building Official.

In Lieu Undergrounding Fee

This fee is equal to the Southern California Edison cost estimate to underground the required poles for the project.

Section 3.0. Fund Balances, Interest Earned, and Fees Collected

The beginning balance is as of July 1, 2018 and the ending balance is as of June 30, 2019. Fees were collected and interest was earned between those dates.

Drainage Facilities Fee		Transportation Facilities Fee	
Beginning Balance:	\$ 412,564.45	Beginning Balance:	\$ 455,115.91
Fees Collected:	\$ 73,794.57	Fees Collected:	\$ 1,059,855.34
Interest Earned:	\$ 5,592.56	Interest Earned:	\$ 13,542.35
Fees Expended:	\$ 218,681.65	Fees Expended:	\$ 107,016.25
Ending Balance:	\$ 273,269.93	Ending Balance:	\$ 1,421,497.35

Quimby Park Fee		Citywide Park Fee	
Beginning Balance:	\$ 1,399,251.76	Beginning Balance:	\$ 493,937.45
Fees Collected:	\$ 1,139,900.00	Fees Collected:	\$ 1,306,398.80
Interest Earned:	\$ 32,583.00	Interest Earned:	\$ 20,447.96
Fees Expended:	\$ 496,710.26	Fees Expended:	\$ 0
Ending Balance:	\$ 2,075,024.50	Ending Balance:	\$ 1,820,784.21

Water Assessment Fee (Acreage)		Water Assessment Fee (Frontage)	
Beginning Balance:	\$ 0	Beginning Balance:	\$ 0
Fees Collected:	\$ 6,902.03	Fees Collected:	\$ 11,519.91
Interest Earned:	\$ 0	Interest Earned:	\$ 0
Fees Expended:	\$ 6,902.03	Fees Expended:	\$ 11,519.91
Ending Balance:	\$ 0	Ending Balance:	\$ 0

Parkway Tree Fee		Cultural Art Fee	
Beginning Balance:	\$ 0	Beginning Balance:	\$ 244,186.97
Fees Collected:	\$ 73,316.08	Fees Collected:	\$ 124,927.95
Interest Earned:	\$ 0	Interest Earned:	\$ 5,049.85
Fees Expended:	\$ 73,316.08	Fees Expended:	\$ 18,453.04
Ending Balance:	\$ 0	Ending Balance:	\$ 355,711.73

In Lieu of Undergrounding Fee	
Beginning Balance:	\$0
Fees Collected:	\$0
Interest Earned:	\$0
Fees Expended:	\$0
Ending Balance:	\$0

Section 4.0. List of Public Improvements Funded by Each Fee

An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Drainage Facilities Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
7214 – Acacia Storm Drain	\$2,646.49	\$2,646.49	100%
7407 – La Bonita Storm Drain Improvements (Westminster – Anabel)	\$8,297.15	\$942,725.05	1%
7414 – Cannery-Imperial Storm Drain (Dale-Cannery & Cannery – Magnolia)	\$206,025.57	\$240,977.82	85%
7425 – Bartlett Storm Drain Improvements (Santa Barbara – Belgrave Channel)	\$1,712.44	\$1,712.44	100%

Water Assessment Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Capital Replacement (Lines, meters, hydrants, laterals and gate valves citywide)	\$ 18,421.94	\$4,301,180.40 <i>City's total water appurtenance expenditures for FY18/19)</i>	0.43%

Parkway Tree Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Parkway Tree Capital Improvements at Locations Citywide	\$ 73,316.08	\$1,461,771.00 <i>City's total parkway tree capital costs for FY18/19)</i>	5%

Quimby Park Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
4210 – Parks & Facilities Master Plan	\$78,772.30	\$91,179.67	86%

7658 – Indoor Sports Complex	\$260,133.66	\$260,133.66	100%
7660 – Park Improvements	\$17,869.17	\$17,869.17	100%
7664 – Council Chamber Improvements	\$29,483.84	\$29,483.84	100%
7678 – Lightpole Replacement 18/19	\$63,088.29	\$63,088.29	100%

Cultural Arts Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
4701 – Arts Fund & Special Projects	\$18,453.04	\$18,453.04	100%

Transportation Facilities Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
7137 – Westminster Traffic Signal Synchronization Project	\$50,000.00	\$95,184.00	53%
7164 – Haster/Lampson Traffic Signal Modification	\$57,016.25	\$265,793.21	21%

Citywide Park Fees

No expenditures were incurred in Fiscal Year 2018-19.

In-Lieu of Undergrounding Fees

No expenditures were incurred in Fiscal Year 2018-19

Section 5.0. List of Approximate Construction Dates for Public Improvements

An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001.

Drainage Facilities Fee

Project	Start Date	Completion Date
7214 – Acacia Storm Drain - drainage study For Garden Grove Blvd., Dale, Lampson & Josephine area	TBD – Hydrology study is 70% complete. Construction to start once funding is secured.	TBD
7407 – La Bonita Storm Drain Improvements (Westminster – Anabel)	April 2019	September 2019
7414 – Cannery-Imperial Storm Drain Improvements	August 2019	February 2020
7425 – Bartlett Storm Drain Improvements (Santa Barbara – Belgrave Channel)	TBD – Construction will start once funding is secured.	TBD
7425 – Line B5 Storm Drain	TBD - Construction will start once funding is secured.	TBD

Transportation Facilities Fee

Project	Start Date	Completion Date
7131 – Garden Grove Blvd. / 9 th Street Traffic Signal Modification	Contract was awarded in June 2019.	October 2019
7132 – Magnolia and Orangewood Traffic Signal Modification	Contract was awarded in June 2019.	October 2019
7164 – Haster & Lampson Traffic Signal Modification	Contract was awarded in June 2019.	October 2019
7134 – Citywide Installation of Pedestrian Countdown Heads	Contract was awarded in June 2019.	October 2019
7142 – Katella Traffic Signal Synchronization Project	OCTA is lead on this Project. City entered into a Cooperative Agreement with OCTA in August 2018.	January 2021
7137 – Westminster Avenue Traffic Signal Synchronization Project	Synchronization started in November 2018.	Synchronization was completed in May 2019.
7166 – Brookhurst Traffic Signal Synchronization Project	Synchronization started in September 2019	TBD
7130 – Chapman / Lamplighter New Traffic Signal	TBD – Construction will start once funding is secured.	TBD
7202 – Euclid/Westminster Intersection Improvement (Construction Phase)	Design is at 95% complete.	TBD
7289 – Garden Grove Rehabilitation (Brookhurst – Nelson)	Construction started in June 2019.	October 2019

Water Assessment Fees

Project	Start Date	Completion Date
Citywide Capital Replacement (includes lines, meters, and valves)	Ongoing	Ongoing

Parkway Tree Fee

Project	Start Date	Completion Date
Tree-Related Capital Improvements	Ongoing	Ongoing

Community Services - Quimby Park Fee & Citywide Park Fee

Project	Start Date	Completion Date
4210 - Park and Facilities Master Plan	Ongoing	November 2019
7540 – Park Pools Equipment Improvements	TBD	TBD
7640 – Master Plan Improvements – Playgrounds	TBD	TBD
7653 – Replacement of Exterior Fence at Atlantis	Ongoing	June 2020
7654 – Picnic Shelters	TBD	TBD
7655 – Amphitheater Improvements	TBD	TBD
7657 – Buena Clinton Youth Family Center	Ongoing	June 2020
7657 – Indoor Sports Complex	Ongoing	January 2020
7660 – Replacement of Faylane Pumphouse	TBD	March 2020
7660 – West Grove Building ADA Improvements	TBD	TBD
7660 – Shade Structures for City Pools	TBD	TBD
7679 – Lightpole Replacement FY19-20	Ongoing	June 2020

Cultural Art Fees

Project	Start Date	Completion Date
Cultural Art Projects & Community Events	TBD	TBD

In Lieu of Undergrounding Fee

Project	Start Date	Completion Date
Projects to be identified once enough funding is secured	TBD	TBD

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 Nos. 7164, 7131, 7132, and 7134 for Traffic Signal Modifications and Pedestrian Countdown Signal Heads at various locations as complete. (<i>Action Item</i>)		
Date:	11/26/2019		

OBJECTIVE

For the City Council to accept Project Nos. 7164, 7131, 7132, and 7134 for Traffic Signal Modifications and Pedestrian Countdown Signal Heads at various locations as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

The City Council awarded a contract to PTM General Engineering Services, Inc., on June 26, 2018, with funding through federal grants from the Highway Safety Improvement Program (HSIP) to improve the traffic signals located at Haster Street/Lampson Avenue (Project 7164), Garden Grove Boulevard/Ninth Street/Nina Place (Project 7131) and Magnolia Street/Orangewood Avenue (Project 7132). The City also received an HSIP grant (Project 7134) to install pedestrian countdown signal heads at 99 signalized intersections throughout the City.

DISCUSSION

Project Nos. 7164, 7131 and 7132 consisted of installing new signal equipment, cabinets, poles, conduits, cables, vehicle video detection and emergency vehicle preemption systems. As part of the improvements, left-turn phasing was provided for all directions and handicap ramps were constructed to meet ADA requirements. Project No. 7134 consisted of installing 612 pedestrian countdown signal heads at 99 signalized intersections citywide.

The contractor, PTM General Engineering Services, Inc., has completed the improvements in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The subject projects were funded through HSIP grants, Traffic Mitigation Fees and Measure "M2" funds. The projects were completed within the project budget and schedule. The retention payments will be released after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 7164 - Traffic Signal Modifications at Haster Street and Lampson Avenue; Project No. 7131 - Traffic Signal Modifications at Garden Grove Boulevard and Ninth Street/Nina Place; Project No. 7132 - Traffic Signal Modifications at Magnolia Street and Orangewood Avenue; and Project No. 7134 - Installation of 612 Pedestrian Countdown Signal Heads at 99 Signalized Intersections, as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Ken Vu, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	11/13/2019	Exhibit	NOC_11-26-19.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

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

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

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

PROJECT NO. 7164
TRAFFIC SIGNAL MODIFICATIONS AT HASTER STREET AND LAMPSON AVENUE,
FEDERAL PROJECT NO. HSIPL-5328 (078)
&
PROJECT NO. 7131
TRAFFIC SIGNAL MODIFICATIONS AT GARDEN GROVE BOULEVARD AND NINTH
STREET/NINA PLACE, FEDERAL PROJECT NO. HSIPL-5328 (080)
&
PROJECT NO. 7132
TRAFFIC SIGNAL MODIFICATIONS AT MAGNOLIA STREET AND ORANGEWOOD AVENUE,
FEDERAL PROJECT NO. HSIPL-5328 (081)
&
PROJECT NO. 7134
INSTALLATION OF 612 COUNTDOWN SIGNAL HEADS AT 99 SIGNALIZED
INTERSECTIONS, FEDERAL PROJECT NO. HSIPL-5328 (082)

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 PTM General Engineering Services, Inc. on the 26th day of June 2018, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 26th day of November, 2019 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said

completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 7164

**TRAFFIC SIGNAL MODIFICATIONS AT HASTER STREET AND LAMPSON AVENUE,
FEDERAL PROJECT NO. HSIPL-5328 (078)**

&

PROJECT NO. 7131

**TRAFFIC SIGNAL MODIFICATIONS AT GARDEN GROVE BOULEVARD AND NINTH
STREET/NINA PLACE, FEDERAL PROJECT NO. HSIPL-5328 (080)**

&

PROJECT NO. 7132

**TRAFFIC SIGNAL MODIFICATIONS AT MAGNOLIA STREET AND ORANGEWOOD
AVENUE, FEDERAL PROJECT NO. HSIPL-5328 (081)**

&

PROJECT NO. 7134

**INSTALLATION OF 612 COUNTDOWN SIGNAL HEADS AT 99 SIGNALIZED
INTERSECTIONS, FEDERAL PROJECT NO. HSIPL-5328 (082)**

NAME OF SURETY on
Labor and Material Bond is:

GREAT AMERICAN INSURANCE COMPANY
534 E. BADILLO STREET
COVINA, CA 91723
Tel No. (626) 859-1000

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove


STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

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

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



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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Final Tract Map No. 18169 and a Subdivision Improvement Agreement with Consolidated Industries, Inc., for property located at 9861 11th Street, Garden Grove. (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

To receive City Council approval of Final Tract Map No. TR 18169 and a Subdivision Improvement Agreement with Consolidated Industries, Inc. (Applicant), for the property located on the north side of 11th Street between Kerry Street and Brookhurst Street at 9861 11th Street, Garden Grove.

BACKGROUND

On February 7, 2019, pursuant to Planning Commission Resolution No. 5945-19, the Applicant, received approval of Site Plan No. SP-063-2019 and Tentative Tract Map No. TT-18169-2019. A copy of Planning Resolution No. 5945-19 is attached.

DISCUSSION

The Tract Map will accommodate the development of 31, two and three-story residential townhome units as part of a multi-family residential and related street and open space improvements on a 1.8-acre site located on the north side of 11th Street between Kerry Street and Brookhurst Street, at 9861 11th Street, Garden Grove.

Easements for public utility, vehicle access, domestic water, and appurtenances have been dedicated.

The Subdivision Improvement Agreement requires the posting of Subdivision Improvement Bonds to ensure completion of the improvement of street, sewer, water, drainage, related onsite improvements, and survey monumentation.

Staff has reviewed all the subdivision documentation mandated by City Ordinances and the Subdivision Map Act and finds this map to be in compliance.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Tract Map No. TR 18169 and the Subdivision Improvement Agreement with Consolidated Industries, Inc., for the property located at 9861 11th Street, Garden Grove,
- Accept the Subdivision Improvement Bonds; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modifications as appropriate.

By: Kamyar Dibaj, MS, Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Subdivision Agreement	11/13/2019	Agreement	Subdivision_Agreement_for_Melia_Homes.pdf
Tract Map No. 18169	11/13/2019	Exhibit	Tract_Map_No._18169.pdf
Bond	11/21/2019	Backup Material	DOC-20191121-13_40_44.pdf
Planning Commission Resolution No. 5945-19	11/13/2019	Resolution	Planning_Commission_Resolution_No._5945-19.DOC
Planning Commission Staff Report dated February 7, 2019	11/13/2019	Backup Material	Planning_Commission_Staff_Report_dated_February_7__2019.DOC

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: MELIA HOMES

TRACT MAP NO. 18169

THIS AGREEMENT is made this 26th day of November, 2019, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and **CONSOLIDATED INDUSTRIES, INC.**, a California Corporation as the owner. ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No 18169-19 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
2. As a condition precedent to the approval of the Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use as set forth in the Conditions of Approval.
3. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of the Project.
4. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements.
5. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
6. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
7. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

AGREEMENT

NOW THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and in consideration of the CITY's approving the Final Map and permitting development of the Project to proceed, CITY's acceptance of the streets, easement, and other improvements offered for dedication by SUBDIVIDER, and the mutual promises contained herein, the Parties mutually agree as follows:

1. **Improvements.** SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and Exhibit "B" and incorporated herein by reference, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is \$1,547,407.00.
2. **Security.** To secure the faithful performance of each Improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds (or a cash deposit or instrument of credit in lieu of bonds):

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1401, Water/Sewer Plan No. W-611 & Street Improvement Plan No. A-1900.	Faithful Performance	\$324,125.00
50% total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1401, Water/Sewer Plan No. W-611 & Street Improvement Plan No. A-1900.	Labor & Material	\$162,062.50
100% total estimate for Survey Monument Bond for setting required survey monuments and filing all documentation and records as described and required by the Final Tract Map on file with the CITY	Monument Bond	\$5,000.00

The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be subject to approval by the City Attorney. Any instrument of credit provided in lieu of bonds shall from a qualified financial institution, and in a form, acceptable to CITY.

3. **Time for Completion.** SUBDIVIDER shall complete construction and installation of the Improvements within 365 days, or such later time as approved by the CITY in writing.
4. **CITY Inspection and Acceptance.** The City Engineer or his or her duly authorized representative, upon request of SUBDIVIDER, shall inspect the Improvements herein agreed to be constructed or installed by SUBDIVIDER, and, if determined to be in accordance with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans, shall recommend the acceptance of such Improvements by the CITY.
5. **Changes or Alterations.** SUBDIVIDER shall perform any changes or alterations in the construction and installation of the Improvements required by CITY, to the extent such changes or alterations are needed to cause the Improvements to comply with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans.
6. **Guarantee.** SUBDIVIDER shall guarantee such Improvements for a period of one (1) year following the completion by SUBDIVIDER and acceptance by CITY against any defective work or labor done, or defective materials furnished, in the performance of work pursuant to this Agreement.
7. **Insurance and Indemnification Requirements.**
 - 7.1 **Commencement of Work.** Unless expressly waived in writing by CITY, insurance meeting the requirements set forth in this Agreement and covering the acts and omissions of SUBDIVIDER and all contractors and subcontractors engaged in any way in the construction and installation of the Improvements must be provided to CITY, and SUBDIVIDER and all contractors and subcontractors shall not commence work under this Agreement until all required insurance 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 reduction in coverage or in limits, suspension, cancellation, or termination at least thirty (30) days in advance.
 - 7.2 **Contractors and Subcontractors.** SUBDIVIDER shall require all contractors and subcontractors engaged in construction or installation of the Improvements to obtain and maintain the same insurance coverage as required of SUBDIVIDER herein, and shall require such contractors and subcontractors to

agree to comply with the insurance requirements herein, including providing the endorsements naming the CITY as an additional insured. SUBDIVIDER shall be responsible to collect and maintain all insurance from all contractors and subcontractors. Should the insurance carrier for any contractor or subcontractor require an agreement with the CITY prior to providing effective additional insured coverage, then such contractor or subcontractor shall be required to execute an agreement with the CITY, in a form approved by the City Attorney, agreeing to perform the pertinent work and stipulating to indemnify and provide insurance under the terms of the Insurance and Indemnification Requirements of this Agreement. Inclusion of a contractor or subcontractor in a "wrap" or similar insurance program of SUBDIVIDER approved by the City shall satisfy CONTRACTOR's obligations under this Section 7.2.

- 7.3 **Workers Compensation Insurance.** SUBDIVIDER shall obtain and maintain Workers Compensation Insurance prior to commencing any work hereunder in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 7.4 **Insurance Amounts.** SUBDIVIDER shall provide and maintain and shall cause its contractors and all subcontractors engaged in any way in the construction and installation of the Improvements to provide and maintain the following insurance prior to commencing any work hereunder:
- (a) Commercial general liability, including mobile equipment and not excluding XCU, in an amount not less than \$5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than of \$2,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 7.4 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the SUBDIVIDER. SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 7.4 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the

SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

The insurer for each policy of insurance required pursuant to this Agreement shall waive its rights of subrogation and provide a waiver of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

In the event any of SUBDIVIDER's underlying policies do not meet policy limits within the insurance requirements, SUBDIVIDER shall provide: 1) the schedule of underlying policies for a follows form excess liability policy, 2) state that the excess policy follows form on the insurance certificate, and 3) an additional insured endorsement for the follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers.

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

7.5 Indemnification.

(a) SUBDIVIDER agrees to protect, defend, and hold harmless CITY and its officials, officers, employees and agents from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees for injury to or death of any person, damage to property, interference with use of property, and monetary damages of any nature resulting from, arising out of, or in any way connected with performance of the Agreement by SUBDIVIDER and its agents, officers, employees, subcontractors, or independent contractors hired by SUBDIVIDER. The only exception to SUBDIVIDER'S responsibility to protect, defend, indemnify and hold harmless CITY, is due to the negligence or willful misconduct of CITY, or any of its officials, officers, employees or agents.

(b) CITY does not, and shall not waive any rights against SUBDIVIDER, which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBDIVIDER in the event of loss, claim, damage, or expense. The indemnification obligations of SUBDIVIDER shall survive the termination of this Agreement until all such obligations are fully and finally resolved.

8. **Default.**

8.1 **Remedies Not Exclusive.** In any case where this Agreement provides a specific remedy to CITY for a default by SUBDIVIDER hereunder, such remedy shall be in addition to, and not exclusive of, CITY's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.2 **CITY Right to Perform Work.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER hereby authorizes CITY to perform such obligations twenty (20) days after mailing written Notice of Default to SUBDIVIDER at the address given below, and agrees to pay the entire cost of such performance by CITY, unless SUBDIVIDER commences to cure such default in such twenty (20) day period, or such additional time as CITY deems reasonable in its sole discretion, and diligently proceeds with such cure

8.3 **Costs and Attorney's Fees.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, subject to any cure periods provided for herein SUBDIVIDER agrees to pay all costs and expenses reasonably and actually incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of SUBDIVIDER's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

9. **Non-Liability of Officials and Employees of CITY.** No member, official or employee of CITY shall be personally liable to SUBDIVIDER, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due from CITY or its successor, or any obligation under the terms of this Agreement.

10. **Labor.**

10.1 **Labor Standards.** SUBDIVIDER shall be responsible for causing itself and all contractors and subcontractors constructing or installing any of the Infrastructure Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage

requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the Infrastructure Improvements required to be constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.

- 10.2 **Non-Discrimination.** SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.
- 10.3 **Licensed Contractors.** SUBDIVIDER shall cause all of the Infrastructure Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.
11. **Change of Subdivider.** If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY by SUBDIVIDER. The notice shall include the name and address of the new subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new subdivider shall (1) submit new bonds in accordance with this Agreement (at which time the original bonds shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER. Thereafter, SUBDIVIDER shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer. SUBDIVIDER's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.
12. **General Provisions.** It is mutually agreed as follows:
 - 12.1 **Assignment or Delegation.** Except as permitted under Section 11 above, neither CITY nor SUBDIVIDER shall assign this Agreement without the consent of the other. Except as permitted under Section 11 above, SUBDIVIDER shall not delegate its obligations under this Agreement to another.
 - 12.2 **Independent Contractor.** It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors,

shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.

12.3 Compliance with Law. SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12.5 Conflict of Interest and Reporting. SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

12.5 Notices. All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

If to SUBDIVIDER:
Consolidated Industries, Inc
8951 Research Drive,
Irvine, California 92618

If to CITY:

City of Garden Grove
Attention: Public Works Director
11222 Acacia Parkway
Garden Grove, California 92840

12.14 Licenses, Permits, Fees, and Assessments. At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.

12.15 Time of Essence. Time is of the essence in the performance of this Agreement.

12.16 Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.

- 12.17 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.
- 12.18 **Modification.** This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER.
- 12.19 **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and SUBDIVIDER. SUBDIVIDER agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.
- 12.20 **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 12.21 **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
- 12.22 **Preservation of Agreement.** Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word so construed and interpreted, and all remaining provisions shall remain valid and enforceable.
13. **Mutual Agreement.** The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

"CITY"
CITY OF GARDEN GROVE

Date: _____

BY: _____
City Manager

ATTEST:

City Clerk
Date: _____

Date: October 25, 2019

"SUBDIVIDER"

CONSOLIDATED INDUSTRIES, INC., a
California Corporation

By:  _____

Name: William R. Tatham, Sr.

Its: President

Date: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

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

INSTRUCTIONS: If SUBDIVIDER is a corporation or limited liability company, the Agreement must be executed in the corporate/LLC name and signed by the President or a Vice-President and the Secretary or Assistant Secretary. If SUBDIVIDER is a limited liability company with designated centralized management (i.e., those that specifically designate in their articles of organization that they will be managed by a manager or managers), the Agreement must be executed in the LLC's name and signed by at least *two managers* (or by one manager in the case of an LLC whose articles of organization state that it is managed by only one manager). If SUBDIVIDER is a partnership, it must be signed by all general partners. If SUBDIVIDER is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be included.

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

County of Fresno)

On October 25, 2019 before me, Suzanne J. Hirata, Notary Public
(insert name and title of the officer)

personally appeared William R. Tatham, Sr.,
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 Suzanne J. Hirata (Seal)



EXHIBIT A

Exhibit A-1 - Engineering Cost Estimate, Off-site Street Improvements

Exhibit A-2 - Engineering Cost Estimate, Precise Grading

Exhibit A-3 - Engineering Cost Estimate, Sewer and Water Improvements

City of Garden Grove

ENGINEERING COST ESTIMATE

PROJECT NO: TRACT 18169

LOCATION: 9861 11th St, Garden Grove, CA 92844

BY: CA Engineering

DATE: 7/31/2019

Item Description	Unit Cost	Quantity	Unit	Cost
OFF-SITE				
6" MIN. AC OVER 8" MIN. AB.*	\$ 2.25	8,853	SF	\$ 19,919
CURB AND GUTTER PER CITY OF GARDEN GROVE STD. PLAN NO. B-114, TYPE "D" (6" CF).	\$ 20.00	253	LF	\$ 5,060
4" PCC SIDEWALK AND SIDEWALK JOINTS PER CITY OF GARDEN GROVE STD. PLAN NO. B-105.	\$ 3.50	1,100	SF	\$ 3,850
SAWCUT AND REMOVE EXISTING A.C. PAVEMENT	\$ 20.00	70	LF	\$ 1,400
PARKWAY DRAIN PER O.C.P.W. STANDARD PLAN NO. 1309 TYPE B	\$ 600.00	4	EA	\$ 2,400
DRIVEWAY PER CITY OF GARDEN GROVE STD. PLAN NO. B-120 OPTION #2	\$ 3.50	406	SF	\$ 1,421
POWER POLE RELOCATION	\$ 5,000.00	1	EA	\$ 5,000
INSTALL 4' SEWER MANHOLE PER CITY OF GARDEN GROVE STD. PLAN NO. S-100	\$ 3,000.00	1	EA	\$ 3,000
ABANDON EXISTING WATER/FIRE SERVICE	\$ 1,000.00	1	EA	\$ 1,000
INSTALL 8" EXTRA STRENGTH VCP SEWER LATERAL PER CITY OF GARDEN GROVE STD. PLAN NO. S-111	\$ 40.00	31	LF	\$ 1,240
Sub-Total Off-Site				\$ 44,290

APPROVED BY: _____

DATE: _____

5% Engineering & Staking:	\$ 2,215
Sub Total:	\$ 46,505
10% Contingencies	\$ 4,650

TOTAL OFF-SITE COST:	\$ 51,155
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City of Garden Grove

ENGINEERING COST ESTIMATE

PROJECT NO: TRACT 18169

LOCATION: 9861 11th St, Garden Grove, CA 92844

BY: CA Engineering

DATE: 7/31/19

Item Description	Unit Cost	Quantity	Unit	Cost
ON-SITE				
3" MIN. AC OVER 6" MIN. AB.	\$ 3.00	19,350	SF	\$ 58,050
CURB AND GUTTER PER CITY OF GARDEN GROVE STD. PLAN NO. B-114, TYPE "D" (6" CF).	\$ 20.00	290	LF	\$ 5,800
CURB ONLY PER CITY OF GARDEN GROVE STD. PLAN NO. B-112, TYPE "A-6" (6" CF).	\$ 15.00	530	LF	\$ 7,950
ROLLED CURB ONLY PER CITY OF GARDEN GROVE STD. PLAN NO. B-116, (6" CF).	\$ 25.00	35	LF	\$ 875
4" PCC FLATWORK PER L.S. ARCHITECT PLANS.	\$ 3.50	4,408	SF	\$ 15,428
5' CURB TRANSITION FROM 6" C.F. TO 0" C.F..	\$ 20.00	10	LF	\$ 200
MODIFIED ROLLED CURB (OMIT GUTTER) PER O.C.P.W STD. PLAN 1201	\$ 30.00	348	LF	\$ 10,440
3' RIBBON GUTTER	\$ 10.00	360	LF	\$ 3,600
2' RIBBON GUTTER	\$ 8.00	37	LF	\$ 296
2' V-GUTTER	\$ 8.00	256	LF	\$ 2,048
PARKWAY CULVERT PER CITY OF GARDEN GROVE STD. PLAN NO. B-209.	\$ 1,500.00	3	EA	\$ 4,500
4" N.D.S. CHANNEL DRAIN OR APPROVED EQUAL (ADA COMPLIANT)	\$ 16.00	260	LF	\$ 4,160
8" N.D.S. CHANNEL DRAIN OR APPROVED EQUAL (ADA COMPLIANT)	\$ 24.00	320	LF	\$ 7,680
N.D.S. #1217 12"x12" DRAIN BOX & N.D.S. #1280 GRATE	\$ 200.00	4	EA	\$ 800
3" PVC AREA DRAIN PIPE	\$ 20.00	74	LF	\$ 1,480
6" PVC AREA DRAIN PIPE	\$ 25.00	230	LF	\$ 5,750
TRASH ENCLOSURE PER CITY OF GARDEN GROVE STD. PLAN NO. B-502 & ARCHITECTUAL PLANS	\$ 3,500.00	1	EA	\$ 3,500
DRAINAGE OUTLET STRUCTURES.	\$ 200.00	2	EA	\$ 400
CONCRETE DRAINAGE CHANNEL .	\$ 20.00	100	LF	\$ 2,000
1' V-GUTTER	\$ 10.00	25	LF	\$ 250
BIO-2 VEGETATED SWALE PER CASQA GUIDELINES AND DETAIL HEREON	\$ 20.00	249	LF	\$ 4,980
INF-3 BIORETENTION PLANTER PER CASQA GUIDELINES AND DETAIL HEREON	\$ 10.00	799	SF	\$ 7,990
CURB RAMP PER CALTRANS STD. PLAN NO. A88A CASE F	\$ 800.00	6	EA	\$ 4,800
CURB RAMP PER CALTRANS STD. PLAN NO. A88A CASE C	\$ 800.00	1	EA	\$ 800
ENHANCED PAVING PER LANDSCAPE PLANS	\$ 8.00	373	SF	\$ 2,984
Sub-Total On-Site				\$ 156,761
5% Engineering & Staking:				\$ 7,838
Sub Total:				\$ 164,599
10% Contingencies				\$ 16,460
TOTAL ON-SITE COST:				\$ 181,059

APPROVED BY: _____

DATE: _____

A-3

City of Garden Grove

ENGINEERING COST ESTIMATE

PROJECT NO: TRACT 18169
 LOCATION: 9861 11th St, Garden Grove, CA 92844
 BY: CA Engineering
 DATE: 7/31/2019

Item Description	Unit Cost	Quantity	Unit	Cost
SEWER				
INSTALL 8" PVC SDR 35 SEWER PER CITY OF GARDEN GROVE STD. NO. S-106	\$ 35.00	230	LF	\$ 8,050
INSTALL 6" PVC SDR 35 SEWER PER CITY OF GARDEN GROVE STD. NO. S-106	\$ 30.00	322	LF	\$ 9,660
INSTALL 4" PVC SDR 35 LATERAL PER CITY OF GARDEN GROVE STD. NO. S-111	\$ 28.00	404	LF	\$ 11,312
INSTALL SEWER CLEANOUT PER CITY OF GARDEN GROVE STD. NO. S-105	\$ 300.00	5	EA	\$ 1,500
WATER				
INSTALL 8" PVC (C900) CL 305 PER CITY OF GARDEN GROVE STD.	\$ 35.00	553	LF	\$ 19,355
INSTALL 1" COPPER SERVICE & METER PER CITY OF GARDEN GROVE STD. NO. B-719	\$ 600.00	31	EA	\$ 18,600
INSTALL ANCHOR BLOCK PER CITY OF GARDEN GROVE STD. NO. B-710	\$ 250.00	2	EA	\$ 500
INSTALL 8" TEE PER CITY OF GARDEN GROVE STD.	\$ 600.00	2	EA	\$ 1,200
INSTALL 12x8" TEE PER CITY OF GARDEN GROVE STD.	\$ 600.00	1	EA	\$ 600
INSTALL FIRE HYDRANT PER CITY OF GARDEN GROVE STD. NO. B-702	\$ 3,000.00	1	EA	\$ 3,000
INSTALL 4" BLOWOFF PER CITY OF GARDEN GROVE STD. NO. B-745	\$ 650.00	2	EA	\$ 1,300
INSTALL GATE VALVES PER CITY OF GARDEN GROVE STD. NO. B-752	\$ 500.00	7	EA	\$ 3,500
INSTALL 1-1/4" IRRIGATION METER	\$ 1,000.00	1	EA	\$ 1,000
Sub-Total Sewer & Water				\$ 79,577

APPROVED BY: _____

DATE: _____

5% Engineering & Staking:	\$ 3,979
Sub Total:	\$ 83,556
10% Contingencies	\$ 8,356

SEWER & WATER COST:	\$ 91,911
--------------------------------	------------------

EXHIBIT B

Final Monumentation – Tract No. 18169

C.A. ENGINEERING, INC.

Planning • Engineering • Surveying

10/23/19

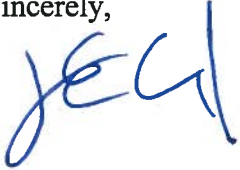
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Attn.: Mr. Dan Candelaria

Ref. Tract 18169

Mr. Candelaria : The monuments associated with the above referenced tract can be set for a lump sum of \$5,000. If you have any questions, please do not hesitate to call.

Sincerely,



Mr. Jerry Anhorn, L.S.



SHEET 1 OF 2 SHEETS

ALL OF TENTATIVE TRACT NO. 18169
1 NUMBERED LOT
AREA: 1.759 AC. GROSS
DATE OF SURVEY: FEBRUARY, 2019

TRACT NO. 18169

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 59, 60, 61 AND 62 OF TRACT NO. 643 AS SHOWN ON A MAP FILED IN
BOOK 26, PAGE 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CA ENGINEERING, INC. JERALD E. ANHORN JR., L.S. 7159

FOR CONDOMINIUM PURPOSES

ACCEPTED AND FILED
AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY: _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE:

1. A BLANKET EASEMENT OVER LOT 1 FOR TRASH COLLECTION, POLICE, FIRE, SAFETY AND HEALTH PROTECTION, WATERSHED INSPECTION FOR MITIGATION MONITORING, AND GENERAL WELFARE PURPOSES;
2. ALL RIGHTS TO UNDERGROUND WATER, WITHOUT THE RIGHT OF SURFACE ENTRY;
3. THE EASEMENT FOR WATER LINE PURPOSES, AS SHOWN ON THIS MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL VEHICULAR ACCESS RIGHTS TO 11TH STREET, EXCEPT AT APPROVED LOCATIONS.

CONSOLIDATED INDUSTRIES, INC., A CALIFORNIA CORPORATION

BY: _____
PRINT NAME: WILLIAM R. TATHAM, SR. PRINT NAME: _____
TITLE: PRESIDENT TITLE: _____

BENEFICIARY

CENTRAL VALLEY COMMUNITY BANK, A CALIFORNIA CORPORATION, BENEFICIARY UNDER DEED OF TRUST
RECORDED APRIL 15, 2010 AS INSTRUMENT NO. 2010000176103 OF OFFICIAL RECORDS.

BY: Erin Probasco BY: _____
PRINT NAME: ERIN PROBASCO PRINT NAME: _____
TITLE: VICE PRESIDENT TITLE: _____

NOTARY 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 }
COUNTY OF FRESNO } SS

ON OCTOBER 25, 2019, BEFORE ME, SUZANNE J. HIRATA
A NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM R. TATHAM, SR.

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/HEY 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

Suzanne J. Hirata
NOTARY PUBLIC IN AND FOR SAID STATE
SUZANNE J. HIRATA
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS
IS IN FRESNO COUNTY.
MY COMMISSION EXPIRES 4-17-2021
COMMISSION NUMBER 2187501

NOTARY 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 }
COUNTY OF FRESNO } SS

ON OCTOBER 25, 2019, BEFORE ME, SUZANNE J. HIRATA
A NOTARY PUBLIC, PERSONALLY APPEARED ERIN PROBASCO

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/HEY 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

Suzanne J. Hirata
NOTARY PUBLIC IN AND FOR SAID STATE
SUZANNE J. HIRATA
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS
IS IN FRESNO COUNTY.
MY COMMISSION EXPIRES 4-17-2021
COMMISSION NUMBER 2187501

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GARDENGROVE31 2019, LLC, IN FEBRUARY, 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

JERALD E. ANHORN JR., L.S. 7159
LICENSE EXPIRES 12-31-19

11-5-2019
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS 5TH DAY OF November, 2019.

Daniel J. Candelaria
CITY ENGINEER OF THE CITY OF GARDEN GROVE
R.C.E. NO. 52125
EXPIRATION DATE: 10/31/2020



CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF GARDEN GROVE }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2019, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DAILY PASSED AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:

1. THE BLANKET EASEMENT OVER LOT 1 FOR TRASH COLLECTION, POLICE, FIRE, SAFETY AND HEALTH PROTECTION, WATERSHED INSPECTION FOR MITIGATION MONITORING, AND GENERAL WELFARE, AS DEDICATED;
2. ALL RIGHTS TO UNDERGROUND WATER, AS DEDICATED;
3. THE EASEMENT FOR WATER LINE PURPOSES, AS DEDICATED;
4. THE VEHICULAR ACCESS RIGHTS TO 11TH STREET, AS RELEASED AND RELINQUISHED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(e)(3)(A) OF THE SUBDIVISION MAP ACT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF GARDEN GROVE.

DATED THIS _____ DAY OF _____, 2019.

TERESA POMEROY
CITY CLERK OF GARDEN GROVE

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2019.

KEVIN R. HILLS, COUNTY SURVEYOR, L.S. 6817

BY: LILY M. H. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

COUNTY TREASURER - TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2019.

SHARI L. FROEDENRICH
COUNTY TREASURER - TAX COLLECTOR

BY: _____
TREASURER - TAX COLLECTOR

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

CA ENGINEERING, INC. JERALD E. ANHORN JR., L.S. 7159

FOR CONDOMINIUM PURPOSES

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 4204 AND GPS NO. 4207, BEING N89°34'28"W PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, 1983 NAD (2007.00 EPOCH O.C.S. GPS ADJUSTMENT).

ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A MEAN COMBINATION FACTOR OF 0.99998414.

R1 INDICATES RECORD DATA OR CALCULATED FROM RECORD PER THE TRACT NO. 643,
M.M. 28/38.

R2 INDICATES RECORD DATA PER R.S. NO. 2008-1058, R.S.B. 229/38-40.

R3 INDICATES RECORD DATA OR CALCULATED FROM RECORD PER P.M. NO. 98-100,
P.M.B. 289/17-18.

R4 INDICATES RECORD DATA OR CALCULATED FROM RECORD PER P.J. NO. 2011-107,
P.M.B. 386/44-45.

R5 INDICATES RECORD DATA PER CORNER RECORD 2012-1199.

RB INDICATES RECORD DATA PER CORNER RECORD 2012-1202.

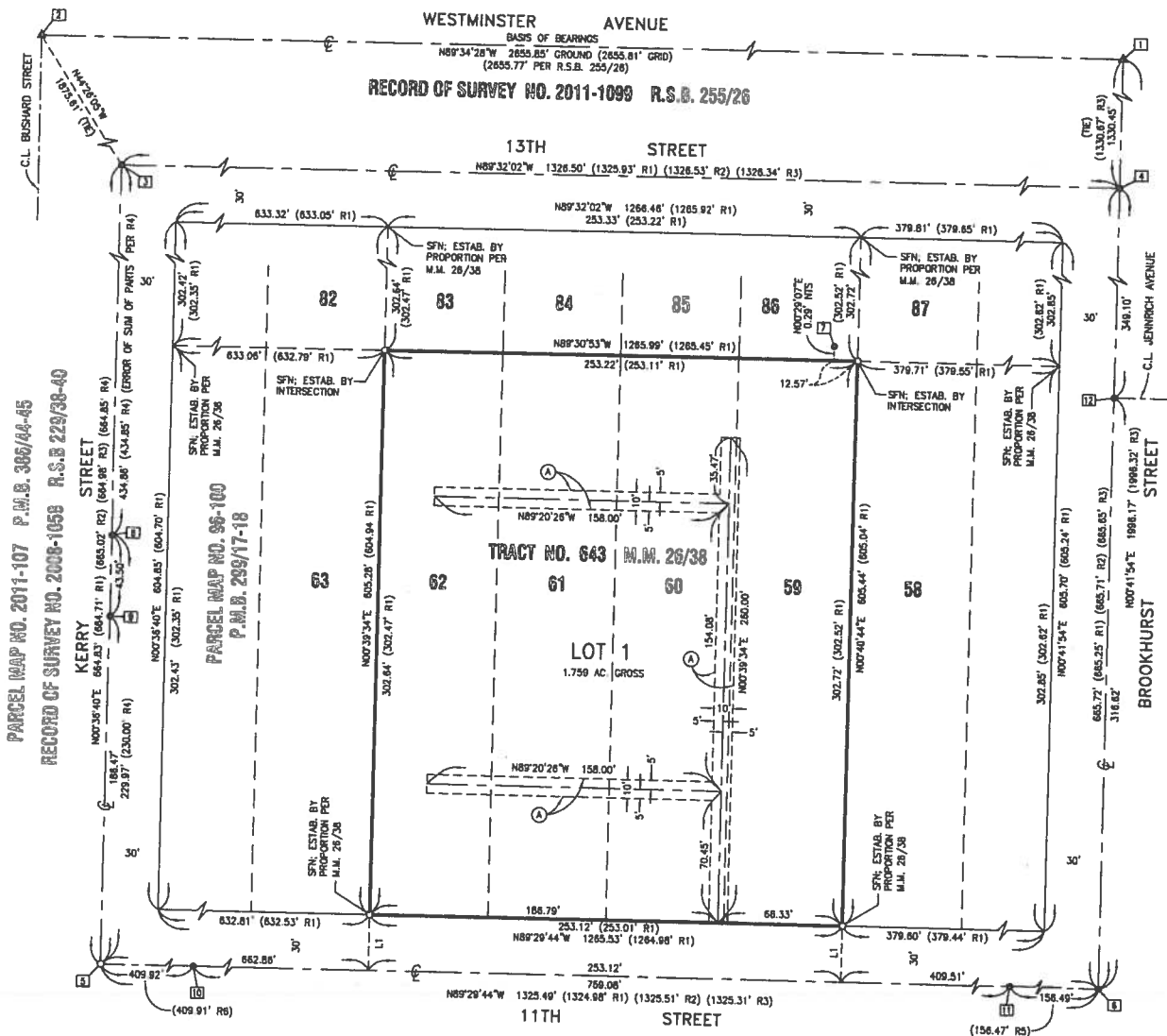
SFN INDICATES SEARCHED, FOUND NOTHING.

NTS INDICATES NOT TO SCALE.

(A) INDICATES AN EASEMENT FOR WATER LINE PURPOSES DEDICATED HEREON TO THE CITY OF GARDEN GROVE.

LINE DATA		
NO.	BEARING	DISTANCE
L1	N00°30'18"E	30.00'

SCALE: 1"=40'



LABOR AND MATERIAL BOND

Bond No. PB10163700528

Premium Included In Performance bond

NOTICE: TO WHOM IT MAY CONCERN: those we, Gardengrove31 2019, LLC,
as Principal, and Philadelphia Indemnity Insurance Company, as Surety,
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the
sum of One Hundred Sixty Two Thousand Sixty Two and 50/100ths Dollars (\$ 162,062.50), lawful
money of the United States, for the payment of the sum, we bind heirs, our executors,
administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at 251 S Lake St., Ste 360, Pasadena, CA 91101,
telephone no. 626-639-1325; the Surety is licensed to
do business in the State of California; and the California Insurance Agent's License No.,
address, and telephone no. are as follows:

License No.: 0371719

Address: 18101 Von Karman Ave., ste 600, Irvine, CA 92612

Telephone No.: 949-885-1200

That the following clause must be completed if, in fact, a non-resident agent for
the Surety is a party to the transaction:

Name of non-resident agent: n/a

Non-resident agent's office address: _____

n/a

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated 26th day of November, 2019, with the CITY OF GARDEN GROVE for Tract #18169.
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

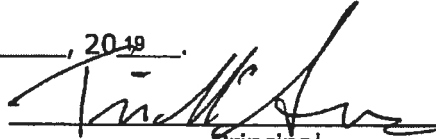
LABOR AND MATERIAL BOND (Continues)

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this 5th day of November, 2019.

Gardengrove31 2019, LLC

Principal


Principal

By

: Philadelphia Indemnity Insurance Company

Surety

By

: 
Attorney-in-Fact

Victoria M. Campbell

California Resident Agent

By

: n/a

Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)

COUNTY OF _____) ss.

See attached.

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ known to me to be the Attorney-in-Fact of the _____, of _____

(Corporation)

_____, and acknowledged that it executed the attached bond to the _____ (State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said County and State
My Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

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 Orange

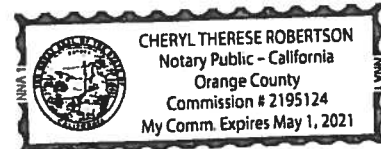
On November 6th, 2019 before me, Cheryl Therese Robertson, Notary Public, personally appeared Tim McSunas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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

Cheryl Therese Robertson
Cheryl Therese Robertson



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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)

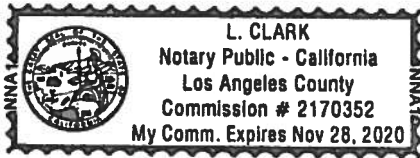
County of Orange)On NOV 05 2019 before me, L. Clark, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Victoria M. Campbell

Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: _____ Document Date: NOV 05 2019

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint VICTORIA M. CAMPBELL, BRADLEY N. WRIGHT AND CHRISTINA JOHNSON OF WILLIS INSURANCE SERVICES OF CALIFORNIA, INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

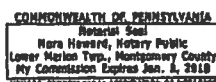
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No. PB10163700527
Premium: \$100.00

SUBDIVISION MONUMENT BOND

NOTICE: TO WHOM IT MAY CONCERN: That we, Gardengrove31 2019, LLC a, as Principal,
and Philadelphia Indemnity Insurance Company

as Surety, are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of Five Thousand and no/100ths Dollars (\$ 5,000.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

That the Surety's office is located at 251 S Lake St., Ste 380, Pasadena, CA 91101 telephone no. 626-639-1325; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: 0371719

Address: 18101 Von Karman Ave., Ste 600, Irvine, CA 92612

Telephone No.: 949-885-1200

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: n/a

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal has entered into a Subdivision Agreement, dated the 26 day of November, 2019 with the CITY OF GARDEN GROVE to install or complete an improvement consisting of SURVEY MONUMENTATIONS, as part of Tract No. 18169.

NOW, THEREFORE, if the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the Subdivision Agreement related to the improvements to be performed by the Principal, as in the Subdivision Agreement, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the surety will pay reasonable attorneys' fees.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Subdivision Agreement, or of work to be performed there under, shall in any way affect its obligation on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Subdivision Agreement, or of work to be performed there under.

Executed this 5th day of November, 2019

Gardengrove31 2019, LLC

Principal

By: Philadelphia Indemnity Insurance Company

Surety

By: Victoria M. Campbell
Attorney-in-Fact

By: Victoria M. Campbell
California Resident Agent

By: n/a
Non-resident Agent - Attorney-in-Fact

By: _____
Non-resident Agent - Attorney-in-Fact

By: Tina Holmes
Its: Manager *President of Melia Homes*

By: _____
Its: _____

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

See attached.

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ known to me to be the Attorney-in-Fact of the _____, of _____ (City) (State), and acknowledged that it executed the attached

bond to the City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of directors.

WITNESS my hand and official seal.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said
County and State.
My commission expires: _____

CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

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 Orange

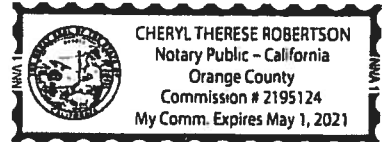
On November 6th, 2019 before me, Cheryl Therese Robertson, Notary Public, personally appeared Tim McSunas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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

Cheryl Therese Robertson
Cheryl Therese Robertson



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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)

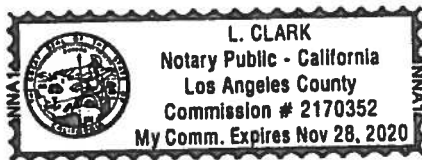
County of Orange)On NOV 05 2019 before me, L. Clark, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Victoria M. Campbell

Name(s) of Signer(s)

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 L. Clark
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: _____ Document Date: NOV 05 2019

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint VICTORIA M. CAMPBELL, BRADLEY N. WRIGHT AND CHRISTINA JOHNSON OF WILLIS INSURANCE SERVICES OF CALIFORNIA, INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

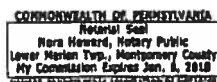
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

FAITHFUL PERFORMANCE BOND

Bond No. PB10163700526

Premium \$4,862.00

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,

Gardengrove31 2019, LLC

as Principal, and Philadelphia Indemnity Insurance Company
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum
of _____

Three Hundred Twenty Four Thousand One Hundred Twenty Five and NO/100ths

Lawful money of the United States, for the payment of which we bind heirs, our
executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at 251 S Lake St., Ste 360, Pasadena, CA 91101,
telephone no. 626-639-1325; the Surety is licensed to do business in the State of
California; and the California Insurance Agent's License No., address, and telephone
no. are as follows:

License No.: 0371719

Address: 18101 Von Karman Ave., Ste 600, Irvine, CA 92612

Telephone No.: 949-885-1200

That the following clause must be completed if, in fact, a non-resident agent for
the Surety is a party to the transaction:

Name of non-resident agent: n/a

Non-resident agent's office address: _____

n/a

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated

the 26th day of November, 2019, with the

CITY OF GARDEN GROVE for TR #18169.

2. If the Principal shall well and truly perform, or cause to be performed, each and
all of the requirements and obligations of the contract to be
performed by the Principal, as set forth in the contract, then this
bond shall be null and void; otherwise, it shall remain in full force
and effect. In the event that suit is instituted to recover on this
bond, the Surety will pay reasonable attorneys' fees.

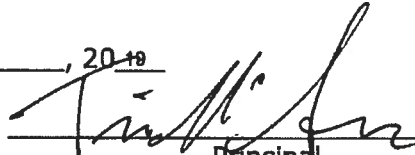
3. Further, the Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or modification of the contract documents
or of work performed shall in any way affect its obligation on this bond, and it
does hereby waive notice of any change, extension of time, alteration, or
modification of the contract documents, or of work to be performed.

FAITHFUL PERFORMANCE BOND (Continues)

Executed this 5th day of November, 2019

Gardengrove31 2019, LLC

Principal


Principal

By

: Philadelphia Indemnity Insurance Company
Surety

By

: Victoria M Campbell
Attorney-in-Fact

Victoria M. Campbell

California Resident Agent

By

: n/a
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)

See attached.

COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the Attorney-in-Fact of the _____, of

(Corporation)

_____, and acknowledged that it executed the attached bond to the _____, (State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said County and State
My Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

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 Orange

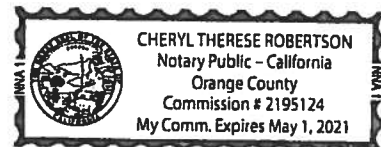
On November 6th, 2019 before me, Cheryl Therese Robertson, Notary Public, personally appeared Tim McSunas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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

Cheryl Therese Robertson
Cheryl Therese Robertson



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On NOV 05 2019 before me, L. Clark, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell

Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint VICTORIA M. CAMPBELL, BRADLEY N. WRIGHT AND CHRISTINA JOHNSON OF WILLIS INSURANCE SERVICES OF CALIFORNIA, INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

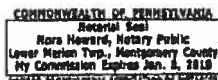
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 20 19



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RESOLUTION NO. 5945-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOMMENDING THAT THE CITY COUNCIL: (I) ADOPT A MITIGATED NEGATIVE DECLARATION AND AN ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE 11TH STREET TOWNHOME PROJECT; AND (II) APPROVE PLANNED UNIT DEVELOPMENT NO. PUD-010-2019 FOR A PROPERTY LOCATED AT 9861 11TH STREET, ASSESSOR'S PARCEL NO. 098-120-18.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on February 7, 2019, does hereby recommend that the City Council adopt a Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program for the 11th Street Townhome Project and adopt an ordinance approving Planned Unit Development No. PUD-010-2019, for land located on the north side of 11th Street between Kerry Street and Brookhurst Street, at 9861 11th Street, Assessor's Parcel No. 098-120-18.

BE IT FURTHER RESOLVED, FOUND, AND DETERMINED AS FOLLOWS:

1. The Planning Commission has considered the proposed Mitigated Negative Declaration together with comments received during the public review process.
2. The Planning Commission finds that the Mitigated Negative Declaration reflects the City's independent judgment and analysis.
3. The Planning Commission finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project, with the proposed mitigation measures, will have a significant effect on the environment.
4. The Planning Commission recommends City Council adopt the Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting Program.
5. The record of proceedings on which the Planning Commission's decision is based is located at the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California. The custodian of record of proceedings is the Director of Community and Economic Development.

BE IT FURTHER RESOLVED in the matter of Planned Unit Development No. PUD-010-2019, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Melia Homes, Inc., with the authorization of the property owner, Consolidated Industries, Inc.

2. The applicant requests (a) City Council adoption of Residential Planned Unit Development No. PUD-010-2019 for a 1.8-acre lot, located at 9861 11th Street (Assessor's Parcel No. 098-120-18), and currently zoned R-3 (Multiple-Family Residential) to allow and facilitate the development of a multiple-family residential project (consisting of 31 two- and three-story townhomes; (b) Planning Commission approval of Site Plan No. SP-063-2019 to construct the 31 two- and three-story townhomes along with associated site improvements; (c) Planning Commission approval of Tentative Tract Map No. TT-18169-2019 to create a one-lot subdivision for the purpose of selling each townhome as a condominium; and (d) Planning Commission approval of Variance No. V-022-2019 to deviate from the 3-acre minimum lot size for a Residential Planned Unit Development (collectively, the "Project").
3. Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. seq., an initial study was prepared and it has been determined that the proposed Project qualifies for a Mitigated Negative Declaration because the proposed Project with implementation of the proposed mitigation measures cannot, or will not, have a significant effect on the environment. A Mitigation Monitoring and Reporting Program has been prepared and is attached to the Mitigated Negative Declaration listing the mitigation measures to be monitored during project implementation. The Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared and circulated in accordance with CEQA and CEQA's implementing guidelines.
4. The property has a General Plan Land Use designation of Medium Density Residential and is currently zoned R-3 (Multiple-Family Residential). The subject 1.8-acre lot is currently improved with a 33,200 square foot intermediate care facility for the developmentally disabled.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on February 7, 2019, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of February 7, 2019, and considered all oral and written testimony presented regarding the project, the initial study, and the Mitigated Negative Declaration.
9. Concurrently with its adoption of this Resolution (5945-19), the Planning Commission adopted Resolution No. 5946-19 approving Site Plan

No. SP-063-2019, Variance No. V-022-2019 and Tentative Tract Map No. TT-18169-2019, for land located on the north side of 11th Street between Kerry Street and Brookhurst Street, Assessor's Parcel No. 098-120-18, subject to (i) the Conditions of Approval attached hereto as "Exhibit A"; (ii) Garden Grove City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project, and adoption and effectiveness of an Ordinance approving Planned Unit Development No. PUD-010-2019 with R-3 (Multiple-Family Residential) base zoning. The facts and findings set forth in Resolution No. 5946-19 are hereby incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.12.030.020 and 9.32.030, are as follows:

FACTS:

The subject 1.8-acre lot is currently improved with a 33,200 square foot intermediate care facility for the developmentally disabled, which currently operates with 59 beds and is planned to operate on-site through May 2019. The facility was originally developed to accommodate 147 patients. However, due to state licensing constraints, the facility is now limited to 59 beds. The existing 33,200 square foot single-story structure is surrounded by asphalt parking areas with two (2) driveways providing vehicular access from 11th Street.

The subject property has a General Plan Land Use Designation of Medium Density Residential, which provides an allowable density of up to 32 dwelling units per acre, and is zoned R-3 (Multiple-Family Residential), which allows up to 24 dwelling units per acre. The subject property is adjacent to R-3 zoned properties to the north, south, east, and across 11th Street to the south. The existing surrounding uses include: two-story apartment buildings to the north; a two-story apartment building to the east of the site's northern portion and a single-family residence to the east of the site's southern portion; two-story townhomes across 11th Street to the south; and a vacant site, which was recently approved by the City to develop a three-story apartment building, to the west.

The applicant proposes to construct a multiple-family residential project consisting of 31 two- and three-story townhomes along with associated site improvements. Approval of a Planned Unit Development (PUD) is necessary to accommodate the proposed project, along with a Site Plan, Tentative Tract Map, and a Variance to deviate from the minimum three-acre lot size requirement for a residential Planned Unit Development. The Site Plan, Tentative Tract Map, and Variance approvals by the Planning Commission would be contingent upon the City Council's approval of the proposed Planned Unit Development zoning and adoption of a Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program ("MMRP").

The application for the Residential Planned Unit Development zoning (PUD-010-2019) is being processed in conjunction with Site Plan No. SP-063-2019, Variance No. V-022-2019 and Tentative Tract Map No. TT-18169-2019. If approved by the City Council, Planned Unit Development No. PUD-010-2019 will create a precise plan and zoning for the property with implementation provisions corresponding to the project proposed pursuant to Site Plan No. SP-063-2019, Variance No. V-022-2019 and Tentative Tract Map No. TT-18169-2019.

FINDINGS AND REASONS:

Planned Unit Development:

1. The location of the buildings, architectural design, and proposed use are compatible with the character of existing residential development in the vicinity, and the project will be well-integrated into its setting.

The subject 1.8-acre lot is located in an area that is adjacent to R-3 zoned properties to the north, south, east, and across 11th Street to the south. The existing surrounding uses include: two-story apartment buildings to the north; a two-story apartment building to the east of the site's northern portion and a single-family residence to the east of the site's southern portion; two-story townhomes across 11th Street to the south; and a vacant site, which was recently approved by the City to develop a three-story apartment building, to the west. Planned Unit Development No. PUD-010-2019 would permit development of the property in accordance with the proposed Site Plan and Tentative Tract Map for the project and would accommodate the development of 31 two- and three-story residential townhome units as part of a multiple-family residential development that will be compatible with the existing neighborhood, which is comprised primarily of multiple-family residential developments and multi-story structures. The General Plan Land Use designation for the subject property is Medium Density Residential, which allows for up to 32 dwelling units per acre. The subject property is currently zoned R-3, which allows for the development of multiple-family dwellings for up to 24 dwelling units per acre. The proposed Project will consist of 17.2 dwelling units per acre, which is well below the density allowed by the General Plan and the R-3 zone. The proposed development will include parking spaces on-site to adequately serve the development, along with private and common recreation space. The proposed development will be an added value to the neighborhood, and will add additional housing units that will further the goals of the City's Housing Element.

2. The plan will produce a stable and desirable environment and will not cause undue traffic congestion on surrounding streets.

The project consists of 31 two- and three-story townhomes with attached enclosed two-car garages. The units are dispersed amongst three (3) main structures: Nine attached (9) units in a structure along the easterly property line; ten (10) attached units in a structure located toward the rear (northwest corner) of the property; and twelve (12) attached units in a structure located toward the front of the property. The attached two-car garages for each unit are accessible from the private driveways, which circulate throughout the development. The width of the drive aisles have been designed to accommodate two-way traffic and ranges between 25'-0" to 28'-0" in width. The private driveways have been designed in accordance with City Standards, and provides the required turnaround access for trash trucks and emergency vehicles. A total of 30 open guest parking stalls will be conveniently located throughout the development. The remaining 62 parking spaces are comprised of 31 enclosed, attached two-car garages for the 31 townhomes. Vehicular access to the site will be from 11th Street via an enhanced entry driveway that will include decorative paving and landscaping. No vehicular access gate is proposed. Various sidewalks will provide pedestrian access to the site from the 11th Street public right-of-way. Unit Nos. 1-6 will have entries facing the 11th Street public right-of-way with private porch areas that are open to the sky. The remaining units will have entries facing, and accessible from, private walkways, which circulate throughout the development. The common/active recreation area is centrally located and conveniently accessible to all units within the development. No vehicular access gate is proposed.

The project provides a total of 92 parking spaces, which meets the minimum number of parking spaces required by the Municipal Code. The breakdown of parking spaces includes 62 garaged parking spaces and 30 unassigned open guest parking spaces.

As part of the Initial Study report prepared for the Mitigated Negative Declaration for the Project, a technical memo was prepared by Translutions, a licensed traffic engineering firm, to determine the potential impacts relating to trip generation (the expected number of vehicle trips originating in or destined for a particular traffic analysis zone) and parking demand (the projected parking demand for the site). Based on the trip generation and project parking demand analyses conducted, Translutions concluded that the proposed Project is unlikely to have any significant impacts on nearby traffic circulation and that the number of parking spaces provided would be adequate to meet the parking demand for the Project. A traffic study would typically be required by the City if the trip generation for a project was projected to increase by more than 50 trips during peak times. The trip generation rates in the report were based on the nationally referenced rates from the Institute of Transportation Engineers' (ITE) *Trip Generation* (10th Edition) – commonly referred to as the "ITE Manual". The analyses of the report found that the projected new trip generation, resulting from the

proposed residential project (197 daily trips), would actually be less (by -23 trips) than the current trip generation of the existing intermediate care facility (220 daily trips). The City's Traffic Engineering Division reviewed the report and concurred with the report's findings.

The Engineering Division has reviewed the plan and all appropriate conditions of approval and mitigation measures have been incorporated to minimize any adverse impacts on surrounding streets. Therefore, the design of the project complies with the spirit and intent of the Garden Grove Municipal Code for multiple-family residential uses and will provide for a stable and desirable environment.

3. Provision is made for both public and private open spaces.

The project, as a whole, is required to provide a minimum 9,300 square feet (300 square feet per unit) of recreation space, which is split amongst active, passive, and private recreation areas. The Project provides a total of 9,453 square feet of recreation area.

The project is required to provide an active recreation area that is a minimum of 3,600 square feet of contiguous recreation space with amenities. The proposed Project provides a 3,786.5 square foot active recreation area that is centrally located and conveniently accessible to all units within the development. Said active recreation area will provide a tot lot, various seating areas, and landscaping. The Project will also provide 2,453 square feet of passive recreation area, which is connected to the active recreation area, with additional seating areas, walkways, and landscaping.

Each dwelling unit will provide a private patio, at ground level, in the form of an enclosed front porch area, which ranges between 142.50 to 144 square feet, and is uncovered and open to the sky. The Plan A and Plan C floor plans will provide a 2nd floor deck for additional private recreation area.

The proposed Project complies with all recreation requirements of the Municipal Code.

4. Provision is made for the protection and maintenance of private areas reserved for common use.

Through the conditions of approval for the project, all necessary agreements for the protection and maintenance of private areas reserved for common use will be in place prior to the start of construction and will be required to be adhered to for the life of the project.

5. The quality of the project achieved through the proposed Planned Unit Development zoning is greater than could be achieved under the current zoning.

The City of Garden Grove is built-out with very few vacant sites available. Most current projects are in-fill, which is defined as the development of new housing or other buildings on scattered vacant or currently developed sites in a built-up area. The acquisition of additional land to meet the three-acre lot size requirement is not feasible as the property is bounded by existing residential developments to the north and east, an apartment development to the west that is expected to commence construction in the near future, and 11th Street to the south. The limited size of the site prevents the applicant from proposing a residential project that strictly meets all of the required development standards of the R-3 (Multiple-Family Residential) zone. A Planned Unit Development (PUD) is a precise plan that establishes development standards and uses specific to a particular project, and independent of certain aspects of the Municipal Code, provided that the quality of the project achieved through the PUD zoning is greater than could be achieved through traditional zoning. Adopting a residential Planned Unit Development for the site will ensure development of the property consistent with the spirit and intent of the General Plan, which, in part, encourages the development of residential units to meet the City's regional housing needs and to further the goals of the City's Housing Element. Additionally, the intent of Goal LU-3 of the General Plan is to add higher density residential development adjacent to major thoroughfares in the City. The subject site is in close proximity to Brookhurst Street, which is a major arterial street.

The proposed lot area is sufficient in size to accommodate the proposed development, and the Project has been designed to comply with most R-3 development standards of the zoning code, including setbacks, lot coverage, parking, recreation space, and building height. The project has been designed to create a residential community that is compatible with the surrounding multiple-family and single-family homes in the area. The Residential Planned Unit Development (PUD) zoning allows the project to have an overall quality that is greater than the current zoning as it allows a more integrated design of multiple-family residential buildings. The design creates a sense of neighborhood with walkways, landscaping frontages, and active, passive, and private open spaces, and shared open space amenities. The proposed development will be an added value to the neighborhood, and will add additional housing units that furthers the goals of the City's Housing Element.

6. The PUD is internally consistent with the goals, objectives, and elements of the General Plan.

The General Plan Land Use Designation of the subject site is Medium Density Residential, which is intended for a variety of types and densities of multiple-family residential dwellings as well as to: (i) provide an excellent environment for family life; preserve residential property values; (iii) provide access to schools, parks, and other community services; (iv) promote housing opportunities in close proximity to employment and commercial centers and; (v) provide a high-quality architectural design. The proposed project would create a neighborhood of 31 two- and three-story townhomes, with attached two-car garages, that satisfies each of these objectives and results in a density of 17.2 dwelling units per acre, which is well below the density allowed by the Medium Density Residential General Plan Land Use Designation (max 32 units per acre) and the R-3 zone (max 24 units per acre). Approval and effectiveness of the proposed Site Plan is contingent upon City Council approval of a Planned Unit Development that will establish zoning standards for the site consistent with the proposed Site Plan and Tentative Tract Map.

Furthermore, the Medium Density Residential land use designation is intended for a variety of types and densities of multiple-family residential dwellings as well as to promote housing opportunities in close proximity to employment and commercial centers.

The proposed Project meets the spirit and intent of the General Plan and furthers the following goals, policies, and implementation programs:

Goal LU-3, which intends to add higher density residential development adjacent to major thoroughfares in the City;

Policy LU-2.2, which strives to provide a diverse mix of housing types, along with uniformly high standards of residential property maintenance to preserve residents' real estate values and their high quality of life;

Policy LU-2.4, which intends to assure that the type and intensity of land use shall be consistent with that of the immediate neighborhood;

LU-IMP-2B, which intends for new development to be similar in scale to the adjoining residential neighborhood to preserve its character;

LU-IMP-3D, which intends for multi-family housing on local streets with appropriate setbacks to be consistent with neighborhood development patterns; and

Policy LU-4.1, which strives to locate higher density residential uses within proximity of commercial uses to encourage pedestrian traffic, and to provide a consumer base for commercial uses.

The proposed Project will be consistent with the spirit and intent of the General Plan and will help in meeting the City's regional housing needs.

7. The PUD will promote the public interest, health, and welfare.

The PUD will facilitate a new 31-unit multiple-family residential housing development, which will be an added value to the neighborhood and will add additional housing units that will further the goals of the City's Housing Element.

8. The subject parcel is physically suitable for the requested PUD designation, compatible with surrounding land uses, and consistent with the General Plan.

The subject 1.8-acre lot is located in an area that is adjacent to R-3 zoned properties to the north, south, east, and across 11th Street to the south. The existing surrounding uses include: two-story apartment buildings to the north; a two story apartment building to the east of the site's northern portion and a single family residence to the east of the site's southern portion; two-story townhomes across 11th Street to the south; and a vacant site, which was recently approved by the City to develop a three story apartment building, to the west. Planned Unit Development No. PUD 010 2019 would permit development of the property in accordance with the proposed Site Plan and Tentative Tract Map for the project and would accommodate the development of 31 two- and three-story residential townhome units as part of a multiple-family residential development that will be compatible with the existing neighborhood, which is comprised primarily of multiple family residential developments and multi-story structures. The General Plan Land Use designation for the subject property is Medium Density Residential, which allows for up to 32 dwelling units per acre. The subject property is currently zoned R-3, which allows for the development of multiple-family dwellings for up to 24 dwelling units per acre. The proposed Project will consist of 17.2 dwelling units per acre, which is well below the density allowed by the General Plan and the R-3 zone. The proposed development will include parking spaces on-site to adequately serve the development, along with private and common recreation space. The proposed development will be an added value to the neighborhood, and will add additional housing units that will further the goals of the City's Housing Element.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

1. The Planned Unit Development possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.08.030.020 (Planned Unit Development).
2. The implementation provisions for Planned Unit Development No. PUD-010-2019 are found under Planning Commission Resolution No. 5946-19 for Site Plan No. SP-063-2019, Variance No. V-022-2019 and Tentative Tract Map No. TT-18169-2019.
3. The following Standards of Development shall apply to PUD-010-2019:

STANDARDS OF DEVELOPMENT:

All standards of development as specified in the attached Exhibit "B" (Standards of Development for Planned Unit Development No. PUD-010-2019) shall apply. Deviations from the development standards contained in Exhibit "B" shall be approved by the Planning Commission. Wherever a development standard is not specified in the PUD, the latest provisions of the Garden Grove Municipal Code shall apply.

Adopted this 7th day of February 2019

ATTEST:

/s/ LALA TRUONG
VICE CHAIR

/s/ JUDITH MOORE
RECORDING SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on February 7, 2019, by the following vote:

AYES:	COMMISSIONERS:	(5)	LAZENBY, LEHMAN, NGUYEN, SALAZAR, TRUONG
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(1)	KANZLER

/s/ JUDITH MOORE
RECORDING SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is February 28, 2019.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.2.	SITE LOCATION: North side of 11 th Street between Kerry Street and Brookhurst Street, at 9861 11 th Street
HEARING DATE: February 7, 2019	GENERAL PLAN: Medium Density Residential
CASE NOS.: Planned Unit Development No. PUD-010-2019, Site Plan No. SP-063-2019, Variance No. V-022-2019 and Tentative Tract Map No. TT-18169-2019	EXISTING ZONE: R-3 (Multiple-Family Residential) PROPOSED ZONE: Planned Unit Development No. PUD-010-2019
APPLICANT: Melia Homes, Inc. (Attn: Chad Brown)	APN: 098-120-18
PROPERTY OWNER: Consolidated Industries, Inc. (Attn: Michael F. Tatham)	CEQA DETERMINATION: Mitigated Negative Declaration

REQUEST:

A request by Melia Homes to develop a 1.8-acre lot, located at 9861 11th Street (Assessor's Parcel No. 098-120-18), with a multiple-family residential project (the "Project") consisting of 31 two- and three-story townhomes. The specific land use entitlement approvals requested include the following: (i) Residential Planned Unit Development zoning to facilitate the development of the townhome project; (ii) Site Plan approval to construct the 31 two- and three-story townhomes along with associated site improvements; (iii) Tentative Tract Map approval to create the one-lot subdivision for the purpose of selling each townhome as a condominium; and (iv) Variance approval to deviate from the minimum lot size for a Residential Planned Unit Development.

BACKGROUND:

The subject 1.8-acre lot is currently improved with a 33,200 square foot intermediate care facility for the developmentally disabled, which currently operates with 59 beds and is planned to operate on-site through May 2019. The facility was originally developed to accommodate 147 patients. However, due to state licensing constraints, the facility is now limited to 59 beds. The existing 33,200 square foot single-story structure is surrounded by asphalt parking areas with two (2) driveways providing vehicular access from 11th Street.

The subject property has a General Plan Land Use Designation of Medium Density Residential, which provides an allowable density of up to 32 dwelling units per acre,

and is zoned R-3 (Multiple-Family Residential), which allows up to 24 dwelling units per acre. The subject property is adjacent to R-3 zoned properties to the north, south, east, and across 11th Street to the south. The existing surrounding uses include: two-story apartment buildings to the north; a two-story apartment building to the east of the site's northern portion, and a single-family residence to the east of the site's southern portion; two-story townhomes across 11th Street to the south; and a vacant site, which was recently approved by the City to develop a three-story apartment building, to the west.

The applicant proposes to construct a multiple-family residential project consisting of 31 two- and three-story townhomes along with associated site improvements. Approval of a Planned Unit Development (PUD) is necessary to accommodate the proposed project, along with a Site Plan, Tentative Tract Map, and a Variance to deviate from the minimum three-acre lot size requirement for a residential Planned Unit Development. The Site Plan, Tentative Tract Map, and Variance approvals by the Planning Commission would be contingent upon the City Council's approval of the proposed Planned Unit Development zoning and adoption of a Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program ("MMRP").

DISCUSSION:

PLANNED UNIT DEVELOPMENT NO. PUD-010-2019:

The General Plan Land Use designation for the subject property is Medium Density Residential, which allows for up to 32 dwelling units per acre. The subject property is currently zoned R-3, which allows for the development of multiple-family dwellings for up to 24 dwelling units per acre. The proposed Project will consist of 17.2 dwelling units per acre, which is well below the density allowed by the General Plan and the R-3 zone. The applicant is requesting approval of Planned Unit Development No. PUD-010-2019 to establish a precise plan in order to facilitate and permit the development of the site with the proposed residential townhome project. If PUD-010-2019 is approved, the site would have a zoning designation of Residential Planned Unit Development zoning (PUD-010-2019), with R-3 base zoning.

A Planned Unit Development (PUD) is a precise plan, adopted by City Council ordinance that provides the means for the regulation of buildings, structures and uses of land in order to facilitate the implementation of the General Plan. The Planned Unit Development (PUD) zoning designation establishes development standards and uses specific to a particular project provided that the quality of the project achieved through the PUD zoning is greater than could be achieved with traditional zoning. The specific development standards applicable to a Planned Unit Development are those set forth in the ordinance approving the PUD. Where a Planned Unit Development is silent regarding operating conditions, maintenance or other standards regulating a particular use, the Land Use Code standards applicable to the base zone (in this case, R-3) apply.

Through the residential Planned Unit Development, and the flexibility in site design it accommodates, the proposed Project provides a greater quality development by utilizing certain modifications to traditional strict zoning standards, which include: a reduced separation between habitable portions of buildings in front-to-front orientations; a reduced separation between habitable portions of buildings to open guest parking stalls; encroachment of private open patios in the front yard setback; and allowing an additional powder room for a residential unit. Such minor deviations have been previously approved for other similar residential projects in the City.

Planned Unit Development No. PUD-010-2019 would permit development of the property in accordance with the proposed Site Plan and Tentative Tract Map for the project and would accommodate the development of 31 two- and three-story residential townhome units as part of a multiple-family residential development that will be compatible with the existing neighborhood, which is comprised primarily of multiple-family residential developments.

SITE PLAN:

Project Statistics

	Provided	Code Requirement
Lot Size	1.8 acres	3 acres ¹
Density	17.2 units per acre	24 units per acre (max)
Parking		
Enclosed (Garaged)	62	62
Open Guest Spaces	30	30
Total Parking Spaces	92	92
Recreation Area	9,453 S.F.	9,300 S.F. (min)
Building Height	33'-6"	35'-0" (max)

¹ The code requires a minimum lot size of 3 acres for a residential Planned Unit Development (PUD). Therefore a Variance is required in order to implement the PUD zoning designation.

Building Design

	Number of Bedrooms/Baths	Living Area²	Total Number of Units
Plan A	2 Bedrooms, 3 Baths	1,650 S.F.	12
Plan B	3 Bedrooms, 3 Baths	1,700 S.F.	15
Plan C	3 Bedrooms, 4 Baths	1,940 S.F.	4

² Garages are not included in total living area.

Site Design and Circulation

The project consists of 31 two- and three-story townhomes with attached enclosed two-car garages. The units are dispersed amongst three (3) main structures: Nine attached (9) units in a structure along the easterly property line; ten (10) attached units in a structure located toward the rear (northwest corner) of the property; and twelve (12) attached units in a structure located toward the front of the property.

The attached two-car garages for each unit are accessible from the private driveways, which circulate throughout the development. The width of the drive aisles have been designed to accommodate two-way traffic and ranges between 25'-0" to 28'-0" in width. The private driveways have been designed in accordance with City Standards, and provides the required turnaround access for trash trucks and emergency vehicles. A total of 30 open guest parking stalls will be conveniently located throughout the development. The remaining 62 parking spaces are comprised of 31 enclosed, attached two-car garages for the 31 townhomes.

Vehicular access to the site will be from 11th Street via an enhanced entry driveway that will include decorative paving and landscaping. No vehicular access gate is proposed. Various sidewalks will provide pedestrian access to the site from the 11th Street public right-of-way.

Unit Nos. 1-6 will have entries facing the 11th Street public right-of-way with private porch areas that are open to the sky. The remaining units will have entries facing, and accessible from, private walkways, which circulate throughout the development. The common/active recreation area is centrally located and conveniently accessible to all units within the development.

Perimeter Walls and Landscaping

A new, six-foot high, decorative masonry block wall will be constructed along the perimeter of the site on the northerly, westerly, and easterly property lines, as necessary. The private porch recreation areas, at ground level, will be enclosed by 3'-0" high fences to delineate the private open spaces.

The project will provide new landscape installations through the development, including all common areas such as the active and passive recreation areas, in addition to landscaping within the front setback area facing 11th Street. The applicant is required to provide a landscape and irrigation plan to the City, through a complete Landscape Documentation Package, that complies with the landscaping requirements, including the City's Landscape Water Efficiency Guidelines, of Title 9 of the Municipal Code. The Planning Division will review the type and location of all proposed plant materials. As part of the landscape plan, a variety of trees, shrubs, and flowers are required for all common and private areas.

Unit Design

The proposed Project consists of 31 two- and three-story townhomes with three (3) different floor plan designs (Plan A, B, and C), with an attached two-car garage provided for each unit.

Plan A (Units 2, 3, 10, 11, 13, 20, 21, 23, 25, 26, 29, and 30) is a three-story dwelling unit that consists of a total living area of 1,650 square feet, in addition to a 440 square foot attached two-car garage. The first floor consists of the two-car

garage, den, powder room (public 1/2 bathroom), and a 142.5 square foot private patio that is uncovered and open to the sky. The second floor consists of the kitchen, living room, dining room, and a 60 square foot deck. The third floor consists of two (2) bedrooms, two (2) bathrooms (1 private full bathroom and 1 public full bathroom), and washer and dryer closet.

Plan B (Units 1, 4, 5, 8, 9, 12, 14, 15, 18, 19, 22, 24, 27, 28, and 31) is a two-story dwelling unit that consists of a total living area of 1,700 square feet, in addition to a 480 square foot attached two-car garage. The first floor consists of the two-car garage, kitchen, dining room, living room, a powder room (public 1/2 bathroom), and a 144 square foot private patio that is uncovered and open to the sky. The second floor consists of the loft, three (3) bedrooms, two (2) bathrooms (1 private full bathroom and 1 public full bathroom) and a laundry room.

Plan C (Unit 6, 7, 16, and 17) is a three-story dwelling unit that consists of a total living area of 1,940 square feet, in addition to a 440 square foot attached two-car garage. The first floor consists of the two-car garage, den, powder room (public 1/2 bathroom), and a 142.5 square foot private patio that is uncovered and open to the sky. The second floor consists of the kitchen, living room, dining room, a bedroom, a bathroom (public full bathroom), and a 41 square foot deck. The third floor consists of two (2) bedrooms, two (2) bathrooms (1 private full bathroom and 1 public full bathroom), and a laundry room.

Building Architecture

The building elevations are designed to look like contemporary multi-family homes. Each unit's front building elevation incorporates projecting and recessed building masses, along with varied rooflines in order to articulate the building's facade. The buildings' architectural detailing includes the use of wood trellises, wood timber columns, iron railings, tile roofing, foam corbel detailing, varied window shapes, multi-pane windows, and decorative trim around the windows and doors to enhance the building.

The exterior building materials for each unit consist of a stucco finish that will be painted a natural color scheme consisting of complimentary tones. The roofing material will consist of tile with a color palette that compliments the exterior finishes.

Recreation Area

The project, as a whole, is required to provide a minimum 9,300 square feet (300 square feet per unit) of recreation space, which is split amongst active, passive, and private recreation areas. The Project provides a total of 9,453 square feet of recreation area.

The project is required to provide an active recreation area that is a minimum of 3,600 square feet of contiguous recreation space with amenities. The proposed

Project provides a 3,786.5 square foot active recreation area that is centrally located and conveniently accessible to all units within the development. Said active recreation area will provide a tot lot, various seating areas, and landscaping. The Project will also provide 2,453 square feet of passive recreation area, which is connected to the active recreation area, with additional seating areas, walkways, and landscaping.

Each dwelling unit will provide a private patio, at ground level, in the form of an enclosed front porch area, which ranges between 142.50 to 144 square feet, and is uncovered and open to the sky. The Plan A and Plan C floor plans will provide a 2nd floor deck for additional private recreation area.

Staff has reviewed the plans and finds that the proposed Project complies with all recreation requirements of the Municipal Code.

Parking

The project provides a total of 92 parking spaces, which meets the minimum number of parking spaces required by the Municipal Code. The breakdown of parking spaces includes 62 garaged parking spaces and 30 unassigned open guest parking spaces.

As part of the Initial Study report prepared for the Mitigated Negative Declaration for the Project, a technical memo was prepared by Translutions, a licensed traffic engineering firm, to determine the potential impacts relating to trip generation (the expected number of vehicle trips originating in or destined for a particular traffic analysis zone) and parking demand (the projected parking demand for the site). Based on the trip generation and project parking demand analyses conducted, Translutions concluded that the proposed Project is unlikely to have any significant impacts on nearby traffic circulation and that the number of parking spaces provided would be adequate to meet the parking demand for the Project. A traffic study would typically be required by the City if the trip generation for a project was projected to increase by more than 50 trips during peak times. The trip generation rates in the report were based on the nationally referenced rates from the Institute of Transportation Engineers' (ITE) *Trip Generation* (10th Edition) – commonly referred to as the "ITE Manual". The analyses of the report found that the projected new trip generation, resulting from the proposed residential project (197 daily trips), would actually be less (by -23 trips) than the current trip generation of the existing intermediate care facility (220 daily trips). The City's Traffic Engineering Division reviewed the report and concurred with the report's findings.

VARIANCE:

Section 9.12.030.020.C.2 of Title 9 of the Municipal Code requires all residential Planned Unit Developments to provide a minimum lot size of three (3) acres. The subject lot is 1.8 acres in area, which is less than the minimum required. The applicant is requesting a Variance from the minimum three-acre lot size

requirement to facilitate the approval of the proposed residential Planned Unit Development.

Pursuant to State law and Garden Grove Municipal Code Section 9.32.030.D.6, in order to grant a property owner's request for a Variance, the Planning Commission must make each of the following five (5) findings:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property in the same zone or neighborhood.

The City of Garden Grove is built-out with very few vacant sites available. Most current projects are in-fill, which is defined as the development of new housing or other buildings on scattered vacant or currently developed sites in a built-up area. The acquisition of additional land to meet the three-acre lot size requirement is not feasible as the property is bounded by existing residential developments to the north and east, an apartment development to the west that is expected to commence construction in the near future, and 11th Street to the south. The limited size of the site prevents the applicant from proposing a residential project that strictly meets all of the required development standards of the R-3 (Multiple-Family Residential) zone. The Planned Unit Development (PUD) zoning designation establishes development standards and uses specific to a particular project, and independent of certain aspects of the Municipal Code, provided that the quality of the project achieved through the PUD zoning is greater than could be achieved through traditional zoning. Changing the zoning of the property to a residential Planned Unit Development will ensure the property is consistent with the spirit and intent of the General Plan, which, in part, encourages the development of residential units to meet the city's regional housing needs and to further the goals of the City's Housing Element.

Additionally, the intent of Goal LU-3 of the General Plan is to add higher density residential development adjacent to major thoroughfares in the City. The subject site is in close proximity to Brookhurst Street, which is a major arterial street. There are exceptional or extraordinary circumstances or conditions applicable to the property involved, particularly in regards to limited developable lot size and feasibility to acquire additional land, that do not apply generally to other similar properties in the immediate vicinity, within the same zone, or other similar zoned properties throughout the City. As mentioned prior, due to the location of the property, and the surrounding existing improvements, the applicant is unable to acquire additional land area to meet the three-acre size requirement of the PUD. The proposed lot area is sufficient in size to accommodate the proposed development, and the Project has been designed to comply with development standards of the zoning code, including setbacks, lot coverage, parking, recreation space, and building height.

2. That such Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone, but which is denied to the subject property.

The Variance is necessary for the property to be developed with the same property rights that exist for other similar residential developments located throughout the City that may not meet minimum lot size requirements. The proposed Variance will allow the Project to deviate from the three-acre lot size requirement for a residential Planned Unit Development. There are other similar residential projects in the immediate vicinity, within the same zone, or other similar zoned properties through the City that do not meet the minimum three-acre lot size requirement and therefore required the approval of the same Variance. The property is bounded by existing residential developments to the north and east, an apartment development to the west that is expected to commence construction in the near future, and 11th Street to the south. The location of the project site precludes the applicant from being able to acquire additional land area to meet the three-acre requirement. The approval of the requested Variance is necessary to ensure the preservation and enjoyment of a substantial property right possessed by other property in the immediate vicinity, within the same zone, or other similar zoned properties throughout the City.

3. That the granting of a Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or neighborhood in which the property is located.

The proposed Variance will allow the project to deviate from the three-acre lot size requirement for a residential Planned Unit Development. The subject site is located in an area improved with multiple-family and single-family homes. The existing surrounding uses include: two-story apartment buildings to the north; a two-story apartment building to the east of the site's northern portion and a single-family residence to the east of the site's southern portion; two-story townhomes across 11th Street to the south; and a vacant site, which was recently approved by the City to develop a three-story apartment building, to the west. Therefore, the proposed Project will be compatible with the existing residential developments in the area. The proposed lot area is sufficient in size to accommodate the proposed development, and the Project has been designed to comply with development standards of the zoning code, including setbacks, lot coverage, parking, recreation space, and building height. The project will be required to comply with all applicable building and safety codes and regulations to ensure that there is not an adverse impact on public health, safety, or welfare. Furthermore, the proposal has been reviewed by all City Departments in order to ensure compliance with all applicable code provisions.

4. That the granting of such Variance will not adversely affect the City's General Plan.

The proposed Variance will allow the project to deviate from the three-acre lot size requirement of the residential PUD zone. The proposed lot area is sufficient in size to accommodate the proposed development, and the Project has been designed to comply with development standards of the zoning code, including setbacks, lot coverage, parking, recreation space, and building height. The General Plan Land Use designation for the subject property is Medium Density Residential, which allows for up to 32 dwelling units per acre. The subject property is currently zoned R-3, which allows for the development of multiple-family dwellings for up to 24 dwelling units per acre. The proposed Project will consist of 17.2 dwelling units per acre, which is well below the density allowed by the General Plan and the R-3 zone. Furthermore, the Medium Density Residential land use designation is intended for a variety of types and densities of multiple-family residential dwellings as well as to promote housing opportunities in close proximity to employment and commercial centers.

The proposed Project meets the spirit and intent of the General Plan and furthers the following goals, policies, and implementation programs:

Goal LU-3, which intends to add higher density residential development adjacent to major thoroughfares in the City;

Policy LU-2.2, which strives to provide a diverse mix of housing types, along with uniformly high standards of residential property maintenance to preserve residents' real estate values and their high quality of life;

Policy LU-2.4, which intends to assure that the type and intensity of land use shall be consistent with that of the immediate neighborhood;

LU-IMP-2B, which intends for new development to be similar in scale to the adjoining residential neighborhood to preserve its character;

LU-IMP-3D, which intends for multi-family housing on local streets with appropriate setbacks to be consistent with neighborhood development patterns; and

Policy LU-4.1, which strives to locate higher density residential uses within proximity of commercial uses to encourage pedestrian traffic, and to provide a consumer base for commercial uses.

The proposed Project will be consistent with the spirit and intent of the General Plan and will help in meeting the City's regional housing needs. Therefore, the granting of the requested Variance will not adversely affect the City's General Plan.

5. That approval of the Variance is subject to such conditions as will assure that it does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

The Variance is necessary for the property to be developed with the same property rights that exist for other similar residential developments located throughout the City. The proposed Variance will allow the Project to deviate from the three-acre lot size requirement for a residential Planned Unit Development. There are other similar residential projects in the immediate vicinity, within the same zone, or other similar zoned properties through the City that do not meet the minimum three-acre lot size requirement and therefore required the approval of the same Variance. The property is bounded by existing residential developments to the north and east, an apartment development to the west that is expected to commence construction in the near future, and 11th Street to the south. The Project is subject to extensive Conditions of Approval that impose requirements and limitations similar to those placed on other multiple-family residential projects and properties in the immediate vicinity, within the same zone, or on other similarly zoned properties throughout the City, and which are intended to assure that the granting of a variance to allow PUD zoning will not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

TENTATIVE TRACT MAP:

In accordance with the State Subdivision Map Act, the developer has filed a Tentative Tract Map for the project. The map creates a one-lot subdivision for the purpose of selling each townhome unit as a condominium. The proposed Tentative Tract Map is consistent with the City's General Plan, the City's Zoning Code, the City's Subdivision Ordinance, and the State Subdivision Map Act.

California Environmental Quality Act (CEQA):

In conjunction with the proposed Project, the City (through an environmental consultant) has prepared an Initial Study report and Mitigated Negative Declaration ("IS/MND") in accordance with the California Environmental Quality Act ("CEQA") analyzing the potential environmental impacts of the proposed residential townhome project. In accordance with CEQA Guidelines, the City made the IS/MND available for public review and comment prior to the meeting. The IS/MND concludes that the proposed Project will have no, or a less than significant, impact on all relevant environmental factors, provided specified mitigation measures are incorporated, as per the Mitigation Monitoring and Reporting Program ("MMRP"). The mitigation measures are included within the MMRP. The applicant will be required to coordinate with an environmental consultant to implement the mitigation measures in the MMRP, as identified in the Mitigated Negative

Declaration, and shall provide updates about the implementation process to the Community and Economic Development Department until completion of the project.

Neighborhood Meeting:

On November 7, 2018, the applicant voluntarily held a neighborhood meeting at the site of the Islamic Society of Orange County, which is in close proximity (just to the west) of the project site. The neighborhood meeting was held by applicant to present the Project details, to garner feedback from the community attendees, and to answer any questions about the proposed Project. Approximately forty (40) persons were in attendance for the meeting. Questions and concerns raised by the attendees included, but were not limited to, the following topics: existing traffic issues; if the residential project was a gated complex; potential exacerbating of existing on-street parking issues; potential overcrowding in the new residential units; if the project would include Section 8 housing tenants; construction time frame; if the environmental study is commissioned by the applicant or the City; if the project exceeds the maximum number of dwelling units allowed by the R-3 zone; and if the project had already been approved by the City. In response the various inquiries, the applicant stated, in part: that the Project will not be gated; that the proposed Project would decrease the existing traffic (trip generation) compared to the existing use; that the Project proposes substantially less dwelling units than the maximum allowed by the zone; that the Project provides adequate parking on-site and complies with the City's parking requirements; that the Project has not yet been approved by the Planning Commission and City Council; and that the units will be market rate for-sale townhomes and will not be not restricted as affordable housing.

RECOMMENDATION:

Staff recommends that the Planning Commission hold a public hearing and take the following actions:

1. Adopt the attached Resolution No. 5945-19 recommending that the Garden Grove City Council adopt a Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program, and approve Planned Unit Development No. PUD-010-2019; and
2. Adopt the attached Resolution No. 5946-19 approving Site Plan No. SP-063-2019, Variance No. V-022-2019, and Tentative Tract Map No. TT-18169-2019, subject to the recommended Conditions of Approval, and contingent upon Garden Grove City Council adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project, and adoption and effectiveness of an Ordinance approving Planned Unit Development No. PUD-010-2019.

Lee Marino
Planning Services Manager

By: Chris Chung
Urban Planner

Attachment: Draft Initial Study/Mitigated Negative Declaration and
Mitigation Monitoring and Reporting Program

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution approving Fiscal Year 2018-19 Measure M2 Annual Expenditure Report. (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

For the City Council to adopt a Resolution for the Fiscal Year 2018-19 Measure M2 Annual Expenditure Report as required by the Local Transportation Authority Ordinance Number Three (3).

BACKGROUND

Per Renewed Measure M2 (M2), each local agency is required to submit approved documentation to the Orange County Transportation Authority (OCTA) to maintain M2 eligibility for Local Fair Share appropriations and competitive grant funding.

DISCUSSION

Per Local Transportation Authority Ordinance Number Three (3), local jurisdictions are required to adopt an Annual Expenditure Report to account for beginning/ending balances, Local Fair Share distributions, transportation facilities fees, and Maintenance of Effort expenditures. The Expenditure Report has been prepared by the Finance Department and has been signed and certified by the Finance Director.

FINANCIAL IMPACT

There is no impact to the General Fund. The attached report is necessary to receive Measure M2 revenues and competitive grant funding.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution for Fiscal Year 2018-19 Measure M2 Annual Expenditure Report; and

- Authorize the Finance Director to submit the Measure M2 Annual Expenditure Report to the Orange County Transportation Authority.

By: Ana V. Neal, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	11/20/2019	Resolution	11-26-19_Resolution_ _Measure_M2_annual_report.pdf
Expenditure Report	11/4/2019	Exhibit	Final_Exp_Report_Signed.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
CONCERNING THE MEASURE M2 FISCAL YEAR 2018-19 ANNUAL EXPENDITURE
REPORT

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds;

WHEREAS, local jurisdictions are required to adopt an annual Expenditure Report as part of one of the eligibility requirements;

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements;

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Garden Grove.
- c) The City of Garden Grove's Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2019.

M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ (43,587)	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 2,044,163	\$ 37,466
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 155,726	\$ 2,018
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 2,156,302	\$ 39,484
Monies Made Available During Fiscal Year	14	\$ 3,874,430.00	\$ 40,810
Total Monies Available (Sum Lines 13 & 14)	15	\$ 6,030,732.00	\$ 80,294
Expenditures During Fiscal Year	16	\$ 3,911,564.00	\$ 26,839
Balances at End of Fiscal Year			
A-M Freeway Environmental Mitigation	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ (492,127.00)	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 1,547,170.00	\$ 37,466
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 111,286.00	\$ 2,447
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ 952,839.00	\$ 13,542

* Please provide a specific description

This pertains to Traffic Mitigation Fees net of expenditures related to traffic signal improvements.

M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 2,645,433	\$ 26,839
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 169,142	\$ 429
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ 1,059,855	\$ 13,542
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 3,874,430	\$ 40,810
Expenditures:			
A-M Freeway Environmental Mitigation	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ 448,540	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 3,142,426	\$ 26,839
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 213,582	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ 107,016	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 3,911,564	\$ 26,839
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ (37,134)	\$ 13,971

* Please provide a specific description

Revenue received pertains to Traffic Mitigation Fees collected. Expenditures were related to the traffic signal improvements

M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Sources and Uses

M2 Expenditure Report
Fiscal Year Ended June 30, 2019
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE ²	+Developer / Impact Fees	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other MZ ³	Other MZ Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ 1,233,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,233,538
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ 448,540	\$ -	\$ -	\$ -	\$ 2,712,828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,161,368
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction ¹	8	\$ -	\$ -	\$ 448,540	\$ -	\$ -	\$ -	\$ 2,712,828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,161,368
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ -	\$ 448,540	\$ -	\$ -	\$ -	\$ 2,712,828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,161,368
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ 874,451	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 874,451
Street Lights & Traffic Signals	13	\$ 146,089	\$ 107,016	\$ -	\$ -	\$ -	\$ -	\$ 429,598	\$ 26,839	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 709,542
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 3,135,831	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,135,831
Total Maintenance ¹	16	\$ 4,156,371	\$ 107,016	\$ -	\$ -	\$ -	\$ -	\$ 429,598	\$ 26,839	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,719,824
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213,582	\$ -	\$ -	\$ 213,582
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 5,389,909	\$ 107,016	\$ 448,540	\$ -	\$ -	\$ -	\$ 3,142,426	\$ 26,839	\$ -	\$ -	\$ 213,582	\$ -	\$ -	\$ 9,328,312

¹ Includes direct charges for staff time² Local funds used to satisfy maintenance of effort (MOE) requirements³ Other MZ includes A-M, R, S, T, U, V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Environmental Mitigation
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2019

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Patricia Song

Director of Finance (Print Name)

10/31/19

Date



Signature

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution approving the submittal of the Valley View Street Traffic Signal Synchronization Improvement Project to the Orange County Transportation Authority (OCTA) for funding under the Comprehensive Transportation Funding Program (CTFP). (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

For the City Council to adopt the attached Resolution approving the submittal of the Valley View Street Traffic Signal Synchronization Project to the Orange County Transportation Authority (OCTA) for funding under the competitive Comprehensive Transportation Funding Program.

BACKGROUND

OCTA issued a call for projects through the Regional Traffic Signal Synchronization Program to coordinate traffic signals across jurisdictional boundaries in the county. Valley View Street was identified as a heavily traveled corridor that would benefit from traffic signal coordination.

DISCUSSION

The proposed Valley View Street project spans approximately five miles and includes 22 traffic signals. The project would begin at Chapman Avenue in Garden Grove and terminate at Warner Avenue in Huntington Beach (see attached map – Exhibit A). The Valley View Street project cost is estimated at \$1,871,400 with a subtotal for the City of Garden Grove of \$578,100. The project's local match is 20 percent, which is \$115,620, and is anticipated to begin July 2020.

FINANCIAL IMPACT

There is no impact to the General Fund. The City of Garden Grove's financial responsibility towards the project is estimated at \$115,620. The funds will be allocated in Fiscal Year 2020/21 budget using Traffic Mitigation Fees.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution approving the submittal of the Valley View Street Traffic Signal Synchronization Improvement Projects to the Orange County Transportation Authority for funding under the CTFP.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	11/20/2019	Resolution	11-26-19_Resolution_Valley_View_TSSP.pdf
Corridor Exhibit	11/13/2019	Exhibit	Corridor_Exhibit_Valley_View_TSSP.JPG

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING THE SUBMITTAL OF VALLEY VIEW STREET/BOLSA CHICA STREET
TRAFFIC SIGNAL SYNCHRONIZATION IMPROVEMENT PROJECT TO THE ORANGE
COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE
MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

WHEREAS, the City of Garden Grove desires to implement transportation improvements listed below;

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions;

WHEREAS, the City of Garden Grove has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2;

WHEREAS, the City must include all projects funded by Net Revenues in the seven-year Capital Improvements Program as part of the Renewed Measure M Ordinance eligibility requirement;

WHEREAS, the City authorizes a formal amendment to the seven-year Capital Improvement program to add projects approved for funding upon approval from the Orange County Transportation Authority;

WHEREAS, the City of Garden Grove has a currently adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries;

WHEREAS, the City of Garden Grove will provide matching funds for each project as required by the Orange County Comprehensive Transportation Funding Programs Procedures Manual;

WHEREAS, the City of Garden Grove will not use Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Garden Grove desires to implement multi-jurisdictional signal synchronization listed below.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Garden Grove does hereby request the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Regional Traffic Signal Synchronization Program. Said funds, if approved, shall be matched by funds from said City as required, and shall be used as supplemental funding to aid the City if signal synchronization along the following street:

1. Valley View Street/Bolsa Chica Street

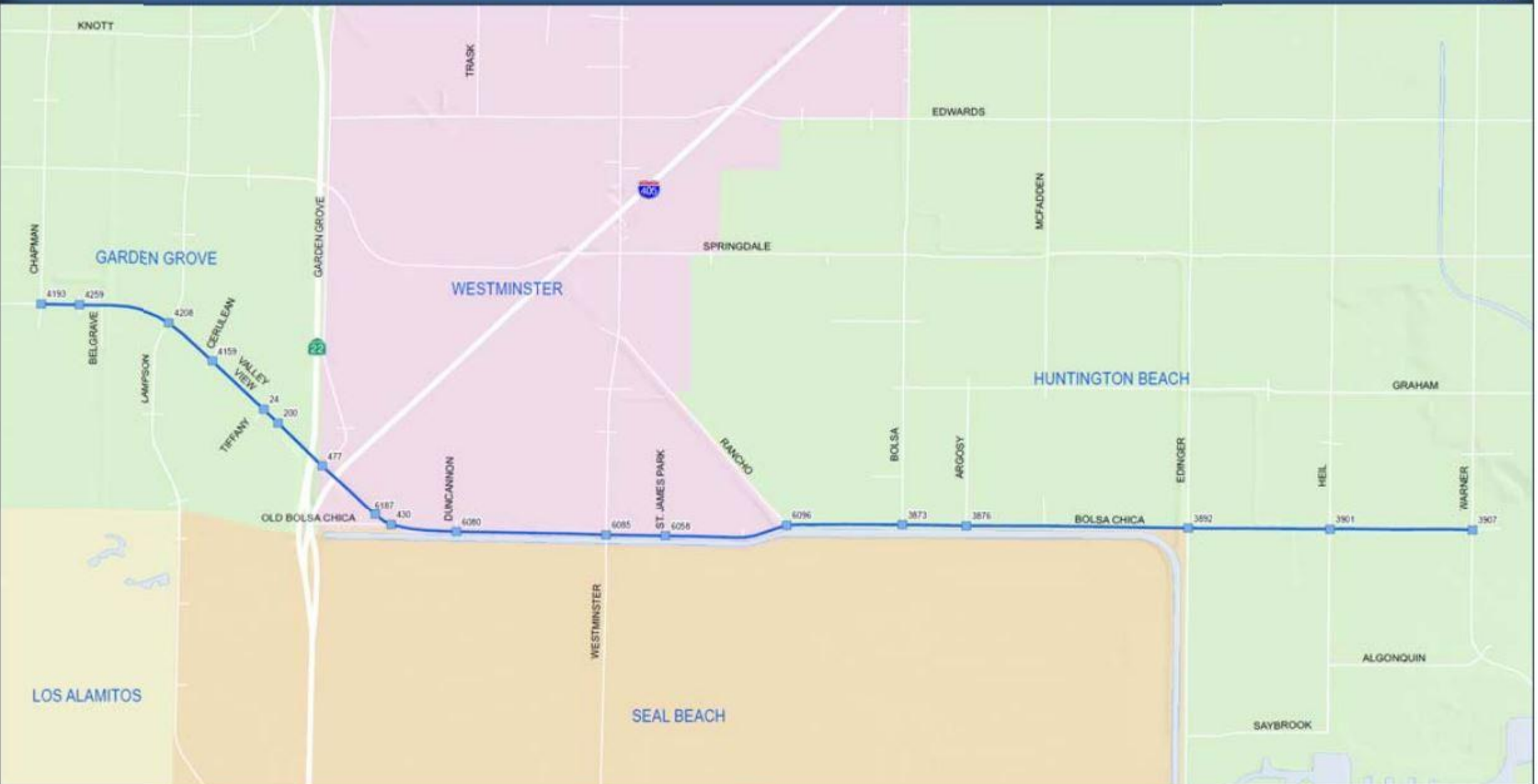


Figure 1: Signalized intersection and proposed project limits.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Adoption of a Resolution authorizing establishment of an IRC Section 115 Trust and award a contract to Public Agency Retirement Systems (PARS) for trust administration services. (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

For the City Council to adopt the attached Resolution to establish an Internal Revenue Code (IRC) Section 115 trust and to award a contract to Public Agency Retirement Services (PARS) for trust administration services.

BACKGROUND

In August 2019, the City Council adopted the City of Garden Grove Pension Funding Policy. The Policy creates a proactive formal commitment to address the City's pension liability. Six options were discussed during the policy adoption and the City Council directed staff to establish an IRC Section 115 Trust. The trust would be funded with cash flow savings from prepaying our unfunded actuarial liability beginning Fiscal Year 2019-20 in the amount of \$673,159.

An IRC Section 115 trust is a tax-exempt irrevocable pension trust designated to pre-fund pension obligations. Some of the benefits that a Section 115 trust can provide include:

- A means for achieving the City's funding objectives outlined in the Pension Funding Policy;
- Act as a reserve fund to offset potential volatility in annual contribution requirements determined by CalPERS;
- Decrease risk through diversification of plan assets;
- Potential to earn higher investment returns, since a Section 115 trust allows investment in a wider array of investment options compared to the City's portfolio which is strictly restricted by the State regulations; and
- An opportunity to improve the City's overall credit rating as it demonstrates the City's proactive approach to address its long-term liabilities.

DISCUSSION

With the adoption of the City of Garden Grove Pension Funding Policy, a competitive process to select a Section 115 trust administrator was conducted. A Request for Proposal (RFP) was issued on August 21, 2019. Three proposals were received by September 20, 2019. A comprehensive evaluation of all proposals was performed by a team of three staff members from the Finance and Police departments. Evaluation results are shown in the table below.

Rating Factor	Average Score		
	PARS	Keenan and Associates	Chandler Asset Management
Qualification of Firm	24.7	14.3	18.0
Qualification of Project Team	14.7	12.0	12.7
Work Plan	24.3	16.0	20.0
Cost	20.7	21.7	14.3
Completeness of Response	9.0	6.7	7.7
Total Score	93.4	70.7	72.7

Public Agency Retirement Systems (PARS) received the highest score. PARS is a leading provider of Section 115 trust for governmental entities. It has developed a multiple-employer trust, and any public agency, regardless of size, can join the program. PARS has partnered with U.S. Bank to serve as trustee and HighMark Capital Management, Inc. to provide investment management services. PARS currently has nearly 300 members participating in their program, among which, 112 are city governments. Staff recommends the City partner with PARS for the Section 115 trust administration services. The scope of services is included in Exhibit 1A of the Agreement for Administrative Services between the City and PARS (Attachment 2).

The Section 115 trust administered by PARS provides five investment options (Attachment 3) for the City to choose from. Each option has different risk profiles based on asset allocation. The higher the percentage of assets allocated in equity which includes both domestic and international stocks, the higher return on investment, as well as volatility and risk. The options range from 5% of asset invested in equity ("Conservative") to up to 85% asset allocated in equity ("Capital Appreciation"). Staff recommends selecting the "Moderate" option which places 40% to 60% of the investment in equity. This is the option nearly 32% of current PARS pension trust participants elected, the second most popular option (Attachment 4).

Return on investment for each option is presented on Attachment 3.

FINANCIAL IMPACT

There is no cost to set up the Section 115 trust, and there is no fee until funds are contributed into the account. Once funds are invested in the trust, PARS will charge a tiered annual fee up to 25 basis points (0.25%) of the assets held in the City's trust account. As the investment balance increases, the fee rate will decrease. Exhibit 1B in Attachment 2 presents a comprehensive schedule of service fees.

The City Council approved an initial investment of \$673,159 into the trust for Fiscal Year 2019-20. This amount will be paid from the Employee Benefits internal service fund, where CalPERS contribution are collected through the payroll process from all departments Citywide.

Future asset additions or withdrawals from the trust will be considered as part of the biennial budget process.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services (Attachment 1).
- Approve and authorize City Manager to execute an "Agreement for Administrative Services" between the City of Garden Grove and Public Agency Retirement Services for the administration of the City's Section 115 trust (Attachment 2).
- Authorize the City Manager or his designee as the City's Plan Administrator for the Section 115 trust.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1 - PARS Resolution	11/20/2019	Resolution	11-26-19_Attachment_1_-_Resolution-PARS.pdf
Attachment 2 - PARS Agreement	11/13/2019	Agreement	Attachment_2_-_PARS_Agreement.pdf
Attachment 3 - Investment Options	11/13/2019	Exhibit	Attachment_3_-_Investment_Options.pdf
Attachment 4 - Strategy Selection	11/13/2019	Exhibit	Attachment_4_-_Pension_Strategy_Selections.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE,
CALIFORNIA APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-
EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY
RETIREMENT SERVICES (PARS)

WHEREAS, the City adopted a Pension Funding Plan in August 2019 to proactively address its pension liability issue by setting aside funds for the purpose of pre-funding such obligation;

WHEREAS, the funds will be held in a trust for the exclusive purpose of making future contributions of the City's required pension contributions and any employer contributions in excess of the required contributions at the discretion of the City;

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations;

WHEREAS, the City is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California;

WHEREAS, the City's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits;

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program;

WHEREAS, the City's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City reserves the right to make contributions, if any, to the Program.

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

1. Adopts the PARS Public Agencies Post-Employment Benefits Trust, effective November 26, 2019; and

2. Hereby appoints the City Manager, or his/her designee as the City's Plan Administrator for the Program; and
3. The City's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City's Program.

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this ____ day of _____, 2019, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS" or "Contractor") and the City of Garden Grove ("Agency" or "City").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations ("Plan"), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: City of Garden Grove; 11222 Acacia Parkway, Garden Grove, CA 92840; Attention: City ManagerNotices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2019 and ending _____, 2022 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement.

In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

PARS:

BY: Tod Hammeras
Tod Hammeras

TITLE: Chief Financial Officer

DATE: 11/4/2019

CITY:

BY: _____
Scott C. Stiles

TITLE: City Manager

DATE: _____

ATTESTED:

Teresa Pomeroy, City Clerk

DATE: _____

APPROVED AS TO FORM:

Omar Sandoval
Omar Sandoval, City Attorney

DATE: 10/31/19

EXHIBIT 1A

SERVICES

PARS will provide the following services for the City of Garden Grove Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:
 - (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.
2. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;
 - (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
 - (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
 - (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
 - (F) Preparing and submitting an annual report of Plan activity to the Agency;
 - (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
 - (H) Coordinating periodic audits of the Trust;
 - (I) Monitoring Plan and Trust compliance with federal and state laws.
3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and above		0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

EXHIBIT 1D
INSURANCE REQUIREMENTS

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance (except 10-day notice of cancellation for non-payment of premium) and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.
 - (d) Cyber liability, including cyber security, in an amount not less than \$2,000,000 per occurrence.

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

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

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

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

HIGHMARK CAPITAL MANAGEMENT RETURNS

ACTIVE RETURNS AS OF SEPTEMBER 30, 2019

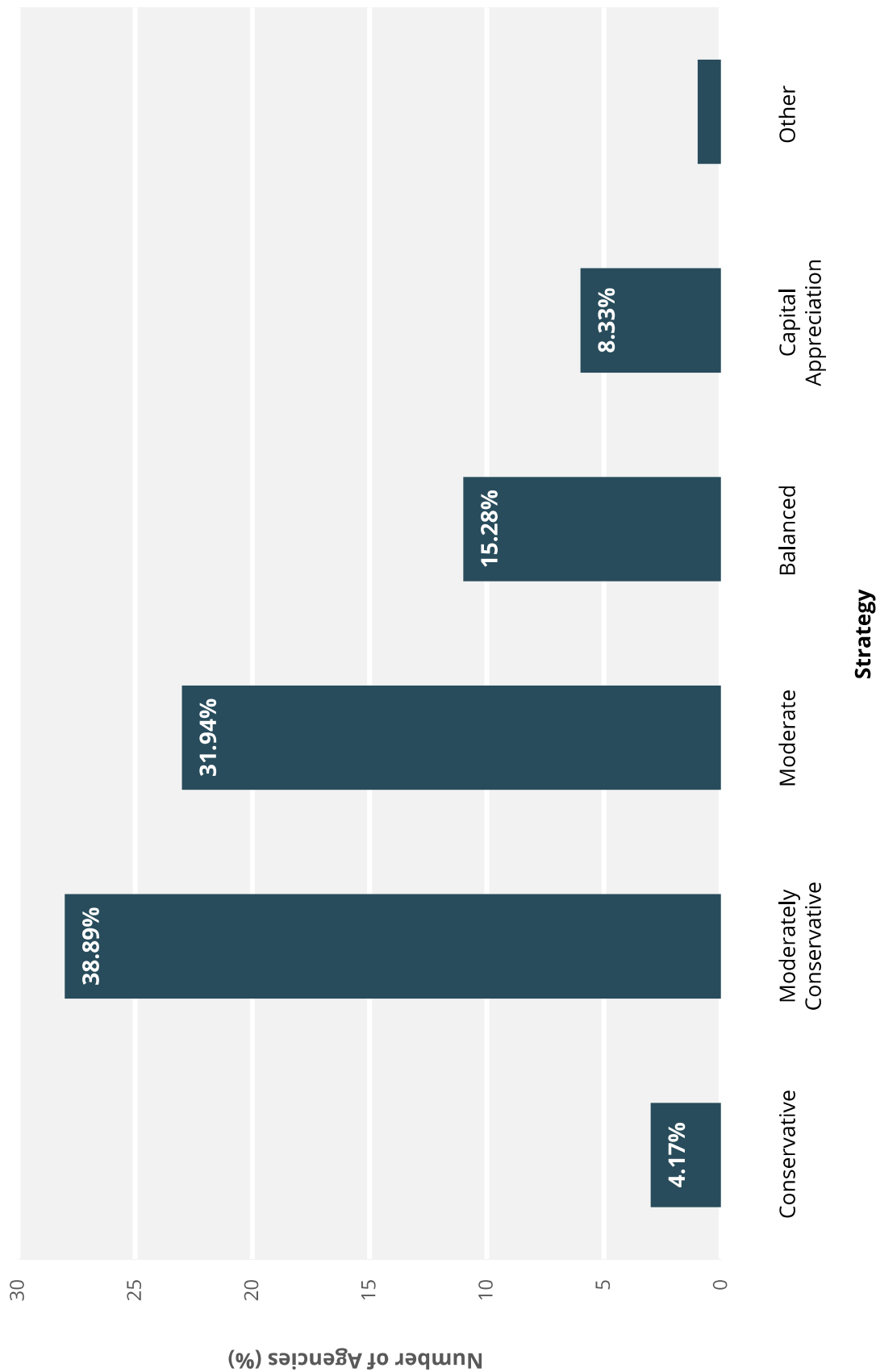
Strategy	Equity (%)	1 Year	3 Years	5 Years	10 Years
Capital Appreciation	65-85%	3.26%	8.82%	7.04%	8.75%
Balanced	50-70%	4.20%	7.91%	6.30%	8.07%
Moderate	40-60%	5.09%	7.03%	5.81%	7.34%
Moderately Conservative	20-40%	6.52%	5.39%	4.74%	5.96%
Conservative	5-20%	7.78%	4.27%	4.00%	4.74%

* Past performance does not guarantee future results

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PRSP INVESTMENT STRATEGY SELECTIONS

HIGHMARK CAPITAL MANAGEMENT



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Adoption of a Resolution supporting balanced energy solutions and maintaining local control of energy solutions. (<i>Action Item</i>)	Date:	11/26/2019

OBJECTIVE

The purpose of this report is for the City Council to consider the attached Resolution supporting balanced energy solutions and maintaining local control of energy solutions.

BACKGROUND

In an effort to reduce the State's carbon footprint, the State legislature and energy agencies have been pursuing ambitious goals for statewide carbon neutrality, defined as removing as much carbon dioxide as it emits. Last year, Governor Brown signed Senate Bill 100, which mandates relying entirely on zero-emission energy sources for its electricity by the year 2045. As a leader in climate policy, California has made great strides to combat climate change, but many policies occur at the State level without granting local governments the freedom and flexibility to achieve the State's goals while taking into account the needs of each community.

DISCUSSION

In order to meet the State's stated energy goals, the Public Utilities Commission (PUC) and State legislature are considering various policies and legislation that would allow California to meet zero-emissions standards. Among the proposed policies that have been discussed are policies that would limit the use of natural gas in homes and businesses and require that older buildings and homes be retrofitted to accommodate electric appliances.

During the presentation portion of the November 13, 2018, City Council meeting, Lanae O'Shields from the Southern California Gas Company (SoCalGas) presented information on renewable natural gas as a cost effective alternative to fossil fuels. On behalf of SoCalGas, Ms. O'Shields is now requesting that the City consider adopting a resolution supporting local control and a balanced energy approach to

meeting the State's environmental goals.

The attached resolution has been drafted by SoCalGas. At this time, nine cities in Orange County have adopted similar resolutions, including Huntington Beach, Fountain Valley, Buena Park, Yorba Linda, Cypress, Lake Forest, Rancho Santa Margarita, Aliso Viejo, and Stanton. Throughout California, 109 cities have also adopted similar resolutions supporting balanced energy solutions.

FINANCIAL IMPACT

There is no financial impact associated with this action.

RECOMMENDATION

It is recommended that the City Council:

- Consider and adopt the attached Resolution supporting balanced energy solutions and maintaining local control of energy solutions.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	11/20/2019	Resolution	11-26-19_Resolution_Supporting_Balanced_Energy_Solutions.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL
OF ENERGY SOLUTIONS

WHEREAS, California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens;

WHEREAS, the State legislature and State agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals;

WHEREAS, clean, affordable and reliable energy is crucial to the material health, safety and well-being of Garden Grove residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially;

WHEREAS, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to our city's success in a highly competitive and increasingly regional and global marketplace;

WHEREAS, Garden Grove its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with State requirements;

WHEREAS, building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for Garden Grove residents and businesses;

WHEREAS, the City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

WHEREAS, Garden Grove understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses.

NOW, THEREFORE, BE IT RESOLVED that the City of Garden Grove City Council supports balanced energy solutions that provide the decision-making authority and resources needed to achieve the State's climate goals, and opposes proposed State legislation and policy that eliminate local control by mandating technologies that can

be used to power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Approval of a second amendment to Steelcraft lease agreement for property located at 12900 Euclid Street, Garden Grove. (<i>Action Item</i>)	Date:	11/26/2019

OBJECTIVE

For the City Council to approve a second amendment to the Steelcraft lease to extend the optional extensions of the lease from thirty years to a total of fifty-five years.

BACKGROUND

The City and Steelcraft Garden Grove LP entered into a ground lease for the property adjacent to City Hall for a term of ten years with up to four 5-year extensions (for a total of 30 years). Steelcraft has requested to extend the term for an additional fifteen years for a total of 55 years to enable it to secure long-term financing for the operation of the newly constructed commercial project.

DISCUSSION

The attached second amendment to the lease increases the four 5-year extensions to nine 5-year extensions. This amendment will allow the term of the lease to extend from 30 years to a total of 55 years.

FINANCIAL IMPACT

None. There are no changes to the compensation provisions of the lease. Steelcraft currently pays the City \$8,120.00 per month in rent, subject to CPI increases every three years.

RECOMMENDATION

It is recommended that the City Council:

- Approve the second amendment to extend the Steelcraft lease for up to 55 years for property located at 12900 Euclid Street, Garden Grove; and

- Authorize the City Manager to execute the second amendment on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Second Amendment to Lease	11/20/2019	Agreement	SteelCraft_Second_Amendment_of_Lease.pdf

**SECOND AMENDMENT OF LEASE
12900 Euclid Street
Garden Grove, CA 92840**

This Second Amendment of Lease Agreement ("Amendment") is entered into by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("Landlord"), and **STEELCRAFT GARDEN GROVE LP** ("Tenant"), effective as of November 26, 2019.

WHEREAS, Landlord and Steelcraft Long Beach LP entered into that Lease Agreement Dated August 13, 2017 ("Lease"), for the lease of City-owned property ("Property") located at 12900 Euclid St., Garden Grove, CA 92470 for the development of a multi-tenant, outdoor commercial retail and food court use occupying modified shipping containers; and

WHEREAS, Article 20 of the Lease stipulates that the Lease may be modified by written amendment executed by Landlord and Tenant; and

WHEREAS, the Lease was amended as to Tenant's contact information and assigned to Tenant by that Consent to Assignment and Amendment of Lease dated April 16, 2018; and

WHEREAS, Landlord and Tenant desire to further amend the Lease to permit extensions of the term for up to 55 years as more particularly provided herein.

NOW, THEREFORE, it is mutually agreed, by and between the parties as follows:

1. Section 3 of the Lease is hereby amended to read as follows:
 3. Term. The term of this lease shall be 10 years, commencing on the Effective Date (the "Term"), unless terminated earlier as provided in this lease. Tenant may extend the term for up to nine 5-year extensions (a total of 45 additional years) upon giving Landlord written notice of its election to extend the term 180 days but no less than 90 days prior to the end of the initial term and any subsequent 5-year term extension.
2. Except as expressly amended hereby, the Lease remains in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their respective officers duly authorized on the dates set forth opposite their signatures, below.

"LANDLORD"

CITY OF GARDEN GROVE, a municipal corporation

Date: _____

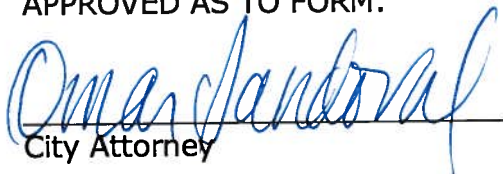
By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

APPROVED AS TO FORM:


City Attorney

"TENANT"

STEELCRAFT GARDEN GROVE LP,
A California limited partnership

By: STEELCRAFT LONG BEACH, LP
A California limited partnership, its
general partner

By: GARDENING AT NITE, LLC
A California limited liability
company, its general partner

By: HOWARD CDM, A California
corporation, its managing
member

By: 
Name Martin Howard

Title: President



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of Amendment No. 2 to the agreement with Tierra West Advisors, Inc. for economic analysis services. (Cost \$50,000) (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

To request City Council approval of Amendment No. 2 to the Agreement with Tierra West Advisors, Inc., to increase the contract amount by \$50,000 for a total contract sum of \$99,000 to provide economic analysis services.

BACKGROUND

Tierra West Advisors ("TWA") is an advisor to both public agencies and private organizations throughout California and provides professional services in the areas of fiscal analysis, project management, affordable housing development, real estate disposition and strategic planning. Mr. John Yonai, Principal of TWA brings more than 35 years experience in complex real estate transactions, specializing in feasibility analysis, proforma review, and fiscal impact modeling and revenue forecasting.

DISCUSSION

TWA has provided economic advisory services for the City since 2015. The increase in contract is due to the unanticipated work Mr. John Yonai will have to take on due to recent State mandates. The Office of Economic Development has identified several projects that will require economic analysis including the landfill property adjacent to Hyatt, Site B2, and Brookhurst Triangle (Phase 2) as well as future disposition of successor agency assets.

FINANCIAL IMPACT

The cost incurred by this Amendment No. 2 will be absorbed within the current Economic Development Administrative budget for contractual services.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 with Tierra West Advisors, Inc. to increase the contract amount of \$50,000 for a total contract sum of \$99,000; and
- Authorize the City Manager to execute the agreement and make any minor modifications as appropriate there to.

By: Grace Lee, Sr. Economic Development Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
Tierra West Proposal 11262019	11/15/2019	Backup Material	Attachment_1_- _Tierra_West_Proposal_11.13.2019.pdf
Amendment No. 2 Tierra West Advisors, Inc.	11/15/2019	Agreement	FY_2019_- _2020_Amendment_No._2_- _Tierra_West_Advisors.docx



November 13, 2019

Ms. Lisa Kim,
Community and Economic Development Director
Mr. Greg Blodgett
Senior Project Manager
Ms. Grace Lee
Senior Economic Development Specialist
CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840

RE: Financial, Real Estate, and Economic Advisory Services

Dear Ms. Kim, Mr. Blodgett and Ms. Lee:

For decades, Tierra West Advisors, Inc. has offered real estate economics, financial feasibility, brokerage and development services to a variety of public agencies and private developers. Our team regularly assists local communities with the insightful analysis and vision required to make sound real estate decisions. We team with the local leaders tasked with creating vibrant public spaces, and help guide communities towards prosperous and sustainable futures.

Tierra West Advisors, Inc. ("Tierra West"), a licensed full service Real Estate Advisory Firm, is pleased to provide the following proposal and statement of qualifications ("SOQ") to the City of Garden Grove ("City") for financial, real estate and economic consulting services. Tierra West understands that the City regularly requires real estate services and economic consultation related to development projects of all forms, job creation, project renovation and economic development; all services will be provided on an "as-needed" basis. The information presented principally describes our Firm's experience that is specific to real estate finance and economic development consulting.

At Tierra West Advisors, we pride ourselves in creating strategies tailored specifically to meet our clients' needs - assessing the unique strengths and opportunities of each community. We have a seasoned understanding of public sector real estate, Public/Private Partnerships, extensive market knowledge of the Southern California region, and strong relationships with landlords, tenants, and developers. The firm has the capacity and local experience to assist the City in the wide variety of financial, real estate, and economic consulting services that have been requested in the RFP.

2616 East 3rd Street
Los Angeles California 90033
T 323/265 4400
F 323/261 8676
W tierrawestadvisors.com

REAL ESTATE & DEVELOPMENT
STRATEGISTS

Tierra West's team brings extensive experience and research of the Southern California region, providing a fresh perspective along with the local familiarity required to shape the area that we also call home. As we have with all our clients, the Tierra West team will work with the City to coordinate and deliver your goals in an effective, strategic and timely manner. Tierra West proposing an initial contract of \$50,000 to address projects and services that require analyses during the implementation process.

With over 35 years of experience working alongside public sector, utility, private, and non-profit clients, Tierra West is always prepared to handle urgent projects. In addition to a wide variety of private sector clients, Tierra West has provided consulting services to over 50 public agencies throughout the state of California. Tierra West distinguishes itself from other consultancies by focusing on providing implementation services that extend through the complete project cycle - we not only assemble a collective vision, but also are committed to seeing that vision fully realized through implementation.

Recently completed projects include the Beach & Edinger Corridor Analysis for Huntington Beach, a Vision Plan and Sustainable Economic Development Implementation Strategy for Northeast Los Angeles Riverfront in the City of Los Angeles, sale and expansion of the Citadel Outlets and Commerce Casino in the City of Commerce, a Revitalization Strategy for the Downtown area in the City of Azusa, as well as an Economic Development Strategy project for the USC/Urban Partners and the MTA Regional Connector Transit Corridor Project. These past projects have refined our firm's proven methodology for executing successful revitalization efforts in passionate, evolving communities.

Tierra West Advisors, Inc. is licensed by the Bureau of Real Estate, BRE# 018557161 and fully insured to meet the City's requirements. John Yonai, Principal and Chairman, will be the main point of contact; both he and Ms. Rose Acosta Yonai (Principal and CEO) are legally authorized to bind Tierra West in contract. Additionally, Tierra West is a certified DBE/SBE/MBE/WBE firm in the state of California and a SLB with the City of Los Angeles.

Tierra West Advisors, Inc.'s corporate office is located at:

Tierra West Advisors, Inc. - 2616 East 3rd Street, Los Angeles, CA 90033

Telephone: (323) 265-4400

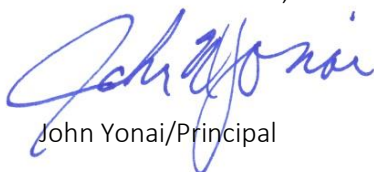
Facsimile: (323) 261-8676

Email: info@tierrawestadvisors.com

Please feel free to call if you have any further questions. Thank you for your consideration and we look forward to the opportunity of working with the City of Garden Grove. .

Sincerely,

Tierra West Advisors, Inc.



John Yonai/Principal



Rose Acosta Yonai/Principal

City of Garden Grove

AMENDMENT NO. 2

To: Economic Analysis Services

This Amendment No. 1 to provide Economic Analysis Services for the City of Garden Grove is made and entered on **November 26, 2019**, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as the "CITY", and **TIERRA WEST ADVISORS, INC.**, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, CONSULTANT and CITY entered into Contract No. **158616** effective **June 11, 2018**, and;

WHEREAS, CONSULTANT and CITY entered into Amendment No. 1 effective **August 23, 2019**, and;

WHEREAS, CONSULTANT and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period and establishes a term from **November 26, 2019 to when funds are depleted**.

Section 2: Services to be Provided:

Consultant shall provide the following additional services: Real estate analyses for the Landfill, Site B2, and Brookhurst Triangle as well as future disposition of successor agency assets, financial analyses, and other real estate analyses.

Sec. 3: Compensation - shall be revised as follows:

The contract price is hereby increased from **\$49,999** to a new Firm Fixed Price of **\$99,999.00**. This is an increase of **\$50,000.00** to cover the extended term of the Agreement.

Except as expressly amended hereby, the Existing contract remains in full force and effect as originally executed.

//Signature on Next Page//

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

ATTESTED:

By: _____
City Manager

City Clerk

DATE: _____

"CONSULTANT"
TIERRA WEST ADVISORS, INC.

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

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 Wondries Fleet Group for the purchase of five (5) new Police Department patrol vehicles. (Cost: \$187,191.65) (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

To secure City Council authorization to purchase five (5) new 2020 Ford Explorer Police Department patrol utility vehicles from Wondries Fleet Group through the Sourcewell competitive bid program, Contract #120716.

BACKGROUND

The City's Police Department is expanding the number of officers it has on patrol, therefore requiring the addition of five (5) new Police patrol utility vehicles. The fleet additions were approved through the Fiscal Year 2019/20 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member, the City is able to utilize Sourcewell bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed Wondries Fleet Group as the lowest responsive bid for model No. K8A, which are not available to the public for purchase.

Wondries Fleet Group	\$37,438.33 each*
----------------------	-------------------

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

The impact to the General Fund will be \$187,191.65.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$187,191.65 to Wondries Fleet Group for the purchase of five (5) new Police patrol utility vehicles.

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 Date: 11/26/2019
from the meetings held on
November 12, 2019, and
November 19, 2019. (*Action
Item*)

Attached are the minutes from the meetings held on November 12, 2019, and November 19, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
11-12-19 Minutes	11/21/2019	Minutes	cc-min_11_12_2019.pdf
11-19-19 Minutes	11/21/2019	Minutes	cc-min_11_19_2019.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, November 12, 2019

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

CONVENE CLOSED SESSION

At 6:08 p.m., Mayor Jones convened Closed Session in the Founders Room.

ROLL CALL PRESENT: (6) Council Members Brietigam, T. Nguyen, Bui, K. Nguyen, Mayor Pro Tem Klopfenstein, Mayor Jones

ABSENT: (1) Council Member O'Neill absent at Roll Call, but joined the meeting at 6:10 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CLOSED SESSION MATTERS

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 11391 Acacia Parkway

City Negotiator: Scott C. Stiles, City Manager

Negotiating Parties: North County Senior Services LLC, Alzheimer's Orange County

Under Negotiation: To obtain direction regarding the price and terms of the lease agreement.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code 54956.9(d)(1):

OCCORD v. City of Garden Grove, et al. OCSC Case No.: 30-2019-01102770

RECESS CLOSED SESSION

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

At 6:35 p.m., Mayor Jones convened the regular meeting in the Council Chamber with all Council Members present.

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

It was moved by Mayor Jones, seconded by Mayor Pro Tem Klopfenstein that:

A Proclamation declaring November 10 through 17, 2019, as Nurse Practitioners Week in Garden Grove, be adopted.

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

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

Following the vote, Nurse Practitioner Demetra Bastas-Bratkic was presented a framed proclamation.

Speakers: Tom Raber, Lan Quoc Nguyen, Long Nguyen, Truong Hgoc Son, Hu Phan, James Tsu, Craig Durfey, John Kelly, LaLa Truong, Tony Velazquez, Norma Kurtz, John Hanna, Tuan Bui, Duy Nguyen, Alan Blomgren, Sam Hurtado, Lan Nguyen, Rick Pham, Sean Drexler, Dowie Crittenden, Robin Marcario, Robert Harrison, Dao Tran, Dale Soeffner, Karen Rodriguez, Cynthia Guerra, Nicholas Dibs, Cu Tran, Dr. Long Pham, Annie Nguyen Chog, Steve Pho, Maureen Blackmun, Julie Diep

Correspondence received from: Harry Ha Nguyen, Ngan Nguyen, Congressman Lou Correa, Assembly Member Tom Daly, and Assembly Member Tyler Diep

At 8:00 p.m., Mayor Jones recessed the meeting.

At 8:10 p.m., Mayor Jones convened the regular meeting in the Council Chamber

with all Council Members present.

CONSIDERATION OF A WRITTEN REQUEST FROM THE TTCS AND VAFSC TO ORGANIZE A TET PARADE IN GARDEN GROVE ON JANUARY 26, 2020

Following staff introduction, a PowerPoint presentation provided by Ken Do, Programming Chair for the Tet Parade Committee with the Vietnamese American Federation for Southern California, and City Council discussion, it was moved by Council Member Brietigam, seconded by Mayor Jones that:

Staff be directed to coordinate with Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai and the Vietnamese American Federation of Southern California to hold a Tet Parade on Sunday, January 26, 2020, with the parade route identified as Option 2: Westminster Avenue from east of Brookhurst to Taft Street; and that all costs be paid to the City in advance of the event.

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

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

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

Following staff presentation and City Council discussion with consensus to remove the required five percent of the total fee be waived for all non-profit groups approved by the City Council for use of City facilities, it was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

All fees be waived for the use of the Atlantis Play Center for the OC Autism Christmas Event being held on Saturday, December 14, 2019.

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

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

RECESS

At 8:39 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:42 p.m., Mayor Jones convened the regular meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION DECLARING THE WEEK OF NOVEMBER 10 THROUGH 17, 2019, AS NURSE PRACTITIONER WEEK IN GARDEN GROVE

This matter was considered earlier in the meeting.

ADOPTION OF A RESOLUTION APPROVING THE EXPANSION OF THE ORANGE COUNTY RECYCLING MARKET DEVELOPMENT ZONE TO INCLUDE ADDITIONAL CITIES

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

Resolution No. 9593-19 entitled 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, be adopted; and

The City Manager or his designee be authorized to forward the Resolution to the City of Huntington Beach.

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

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

APPROVAL TO EXTEND THE LEASE AGREEMENT WITH THE CREDIT UNION OF SOUTHERN CALIFORNIA FOR OFFICE SPACE LOCATED AT 11390 STANFORD AVENUE, GARDEN GROVE

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

The Third Amendment to the Lease Agreement with the Credit Union of Southern California for continued occupancy for the property located at 11390 Stanford Avenue, in the amount of \$5,390.20 per month, be approved; and

The City Manager be authorized to execute the Third Amendment and make minor modifications as needed on behalf of the City.

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

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

APPROVAL TO EXONERATE THE IMPROVEMENT BONDS FOR PARCEL MAP NO. PM 2017-187 FOR THE PROPERTY LOCATED AT 7901 GARDEN GROVE BOULEVARD, GARDEN GROVE

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

Exoneration of improvement bonds for Parcel Map No. PM 2017-187, for property located on the northwest corner of Beach Boulevard and Garden Grove Boulevard at 7901 Garden Grove Boulevard, be approved.

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

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

ACCEPTANCE OF PROJECT NO. 7359 – WEST HAVEN RESERVOIRS REHABILITATION PROJECT AS COMPLETE

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

Project No. 7359 – West Haven Reservoirs Rehabilitation Project, be accepted as complete;

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

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

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

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

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 (Continued from the October 22, 2019, meeting)

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

The Finance Director be authorized to issue a purchase order in the amount of \$28,780.79 to John Deere and Co. for the purchase of one (1) new commercial riding mower.

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

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

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

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

Minutes from the meeting held on October 22, 2019, be received and filed.

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

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

WARRANTS

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

Regular Warrants 655966 through 656131; 656132 through 656285; 656286 through 656490; Wires W2658; Wires W2659 through W2665; Wires W656285 through W656490; and Payroll Warrants 183732 through 183755; 183756 through 183775; Direct Deposits D355419 through D356427; D356426 through D357047; and Wires W2638 through W2641; W2642 through W2645; 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 7-0 vote as follows:

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

WAIVER

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem Klopfenstein that:

Full reading of ordinances listed be waived.

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

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

CONDUCT A PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 2910

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

Following the City Clerk reading of the title, and City Attorney Sandoval's presentation, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Tom Raber

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

It was moved by Council Member Brietigam, seconded by Council Member O'Neill 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 Swimming Pool and Spa Code, 2018 Edition, as published by the International Code Council, be adopted.

APPOINTMENT TO FILL A VACANCY ON THE TRAFFIC COMMISSION

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

Yasmin Vasquez be selected to fill the vacancy on the Traffic Commission.

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

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

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

Following staff presentation and City Council discussion, with Council Member Brietigam expressing concern for the amount of money for this project and of future maintenance costs, as well as safety, it was moved by Mayor Jones, seconded by Council Member O'Neill that:

A contract be awarded 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;

Additional appropriation be authorized from the fund balances from the following: \$400,000 from AQMD, Fund 225, and \$328,000 from Park Fees, fund 086; and

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

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

Ayes: (6) O'Neill, Bui, T. Nguyen, Klopfenstein, K. Nguyen, Jones
Noes: (1) Brietigam

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

Ordinance No. 2911 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, be passed to second reading.

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

DISCUSSION ON THE POTENTIAL FOR A COMMUNITY WORKFORCE AGREEMENT AS REQUESTED BY THE CITY COUNCIL

Ms. Kim introduced Ernesto Medrano, representing the trade groups, who provided a PowerPoint presentation that overviewed the Community Workforce Agreement, noting that the agreement is a partnership for building projects that are large-scale as well as small-scale that ensures highly skilled and local workers trained through paid apprenticeship programs and who receive a living wage with benefits.

Mr. Medrano responded that he has not heard any feedback. Some of their agreements are for smaller projects and many contractors use non-union labor.

Ms. Kim noted that staff would recommend a workforce threshold for projects at one million dollars.

Council Member Brietigam noted potential cost savings by contractors using apprentice labor. He commented that a workforce agreement keeps the money in the community by hiring local, and creates middle class jobs.

Council Member T. Nguyen expressed support for a community workforce agreement because she believes in hiring local.

Council Member K. Nguyen expressed support for a community workforce agreement and commented on the importance to provide opportunities to people for work that offers a way to afford to live in the city and a better quality of work life balance.

Council Member Brietigam questioned how establishing a million dollar threshold is beneficial.

Ms. Kim responded that the focus is on the Public Works capital improvement projects, and 80 percent of public funded project have been in excess of a million dollars and that by establishing a threshold, smaller contractors would be able to bid on projects. She noted her recommendation would be to enter into a three-year agreement, allowing time to gather performance metrics.

Mayor Pro Tem Klopfenstein expressed support and appreciation for those working in the trades, as well as providing an opportunity for local people to enter into an apprenticeship program to learn skills that provide well-paying jobs.

Council Member Bui expressed his support and commented that this will be a tremendous benefit for the community and the city. He stated that establishing a workforce agreement as a model program could potentially expand into other types of projects.

Council Member O'Neill expressed excitement for bringing a Community Workforce Agreement to Garden Grove, commenting on his experience entering the trades after high school graduation, and learning skills as an electrician. He thanked Congressman Lou Correa's office and Assembly Member Tom Daly's office for coming to the meeting in support of an agreement, and he thanked Assembly Member Tyler Diep for providing a letter of support.

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

Staff be directed to enter into negotiations with the Orange County/Los Angeles County Building Trades and work on a draft agreement; and

That a Community Workforce Agreement, with a threshold of \$500,000, be brought back for action either in December 2019 or January 2020.

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

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

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

DISCUSSION ON ESTABLISHING A TWO-PERSON CIVILIAN PARKING
ENFORCEMENT UNIT, AS REQUESTED BY COUNCIL MEMBER BRIETIGAM

Council Member Brietigam stated that the most complaints he receives from the community is about parking issues, and that while the Garden Grove Police Officers are doing a great job, parking enforcement is not a priority. He noted that the City did have a civilian parking patrol that was disbanded in the 1980's, and he would like to have it reestablished and recommended a two person civilian parking enforcement detail. He noted that an advantage of a proactive parking enforcement detail would be the reporting of issues, such as faded curbs or code enforcement violations.

Mayor Pro Tem Klopfenstein agreed that this has merit and that she would like to see details as to how the program would be managed, and under what department, with the possibility of parking enforcement having more than one role.

Council Member Bui noted that he too has received a lot of complaints about parking issues, as well as code enforcement violations that do not get resolved; therefore, he supports adding a parking enforcement team.

Council Member O'Neill agreed that he would like to look into budgeting for parking enforcement, and noted the numerous people from neighboring cities and unincorporated areas of the county taking advantage of Garden Grove's lack of enforcement.

Mayor Jones noted that the City is currently in a better position financially, and expressed the need to get back to the basics of operating the City. He suggested that this matter be discussed at the council retreat in early 2020, giving time to develop a framework for addressing the issues such as parking, short-term rentals, and homelessness.

Mayor Pro Tem Klopfenstein agreed that this is a topic that needs to be explored and discussed at the retreat, and she noted that she requested Community and Economic Development provide a code enforcement update in January.

Council Member Brietigam expressed his frustration with not being able to have more substantive discussion and input at last year's retreat, and that the focus was on the City's budget. He commented that parking enforcement needs to begin now, and noted that, traditionally, parking enforcement provides more than enough revenue to cover the cost of salaries. He stated his motion is to deal with this now and for staff to come back to the next meeting with a plan.

City Manager Stiles noted that he would like to have some time to discuss this with all appropriate departments to gather information on cost, placement, job descriptions, skills needed, time necessary for a recruitment, and any needed training. He stated that the council retreat is an important opportunity for the City management to provide a comprehensive financial update, and that last year's retreat was in anticipation of the upcoming two-year budget, and critical budgetary matters that needed to be presented. He also noted that the retreat is when the City Council receives the annual revenue forecast, which is a significant component for future budgetary planning. However, as the two-year budget was approved in June 2019, the financial review can be scaled back to allow more time for discussion at the 2020 retreat.

Council Member Brietigam stated that he would like the opportunity to spend more time on discussion at the retreat, and that his motion is to move forward with a parking enforcement detail.

Council Member Bui agreed and stated that it is not necessary to wait until the retreat on this matter; however, time needs to be provided for City Manager Stiles to meet with the other department heads to evaluate a parking enforcement detail and to come back to the City Council with the findings. He stated that he has attended the retreat every year for the past seven years, and while the finance update is important, there is not enough time for discussion. He suggested the retreat be extended for more than one day.

Council Member O'Neill seconded Council Member Brietigam's motion, stating that parking enforcement is needed now and should be a staff of four to address the issues in a city the size of Garden Grove.

Council Member K. Nguyen stated that this subject is one that she has brought up with staff, and multiple residents from her district have come to the City Council meetings on traffic and parking issues. She noted that a parking enforcement detail should be proactive and assist in other areas, such as submitting work orders for curbs and other code issues. She has also asked staff to be creative in terms of increasing park patrol duties with constant monitoring of City parks. She agreed with the critique of the council retreat and suggested reformatting the structure of the financial overview to allow for more Council discussion and sharing of ideas.

Mayor Jones expressed support for a parking detail; however, this is a separate issue from park patrol.

Following further discussion, Mayor Jones indicated the need for a “heat map” to identify sections with concentrated parking issues.

Council Member Brietigam commented that a parking enforcement unit will learn where the issues are on the job as well, and two people should be enough. He repeated his motion for staff to come back with a plan for establishing a two person parking enforcement detail, seconded by Council Member O’Neill. The motion carried by a 7-0 vote as follows:

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

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

Council Member Brietigam commented on Garden Grove’s first Salute to Veterans event on Veterans Day held in front of Fire Station 81, and expressed his sincere appreciation to Congressman Lou Corea and Congressman Alan Lowenthal for co-sponsoring the event, and Senator Tom Umberg for attending. He announced that he and School Board Member Terri Roco are putting on a Run, Hide, Fight class at Edgar Elementary School on November 23, 2019, for people wanting to learn how to extricate themselves in an active shooter situation. Edgar School is located at 6202 Cerulean Avenue in District 1, and there will be capacity for 200 attendees. He asked that there be a meeting called for the Administrative Board of Appeals for an orientation, as well as a meeting at least once a year to select a chair and vice chair.

Council Member O’Neill thanked Craig Durfey for all of the information he provides to the City Council.

Council Member T. Nguyen reported on her trip with City Manager Stiles to Garden Grove’s Sister City Anyang, Korea. They met with Anyang’s Mayor and Council to learn about the Korean culture and history, which enhances her ability to communicate with Garden Grove’s own Korean Business District. She noted they toured Anyang’s Art in the Park where the world’s largest air purifier is exhibited. She further noted that Anyang’s Mayor and Council are looking forward to meeting with Garden Grove’s council members in the spring. She thanked the Public Works Department Director, Bill Murray, for the fast response filling potholes in District 3, and she encouraged her constituents to contact the City or her for issues that need to be addressed, and not to rely on posting on facebook. She wished Council Member O’Neill a Happy Birthday.

Council Member K. Nguyen thanked the USC Shoah Foundation, the Garden Grove Unified School District, and the City’s Facilities Division for collaborating and holding a dialogue forum to counter hate, promote empathy and understanding, and foster

inclusivity. The event was held on Wednesday, November 6, 2019, at the Community Meeting Center and was open to the public. There were about 40 people who attended the forum that included high school students, sharing their experiences. She thanked Congressman Lowenthal and Congressman Correa and staff for collaborating on the Veterans Day flag raising event and Vietnam War Veteran Day pinning. She also thanked City staff from the Facilities Division and Garden Grove Police Chaplain, Pastor James Scheller, for working with her and making this event come together quickly.

Council Member Bui stated his understanding was that the contract with OCFA stipulated that all Garden Grove firefighters would be employed, and requested staff find out about a former Garden Grove Firefighter who was not employed by OCFA.

Mayor Jones announced "Meet on the Beach" coming up on Sunday, November 17, 2019. Tom Tait, former Mayor of Anaheim, came up with this event that was designed to coalesce the cities along Beach Boulevard. He noted that he introduced the idea of an open streets event to be incorporated and contacted CARS founder, Aaron Paley, to develop this event that ultimately was scaled back to accommodate the needs of each city along Beach Boulevard. Garden Grove's section for the Meet on Beach event will be a Pop-up at Wakeham Elementary on Chapman Avenue from 10:00 a.m. to 2:00 p.m., and additional information can be found at Meetonbeach.com

RECONVENE CLOSED SESSION

At 10:20 p.m., Mayor Jones reconvened Closed Session in the Founders Room with all Council Members present.

RECESS CLOSED SESSION

At 12:10 a.m., Mayor Jones recessed Closed Session in the Founders Room.

RECONVENE MEETING

At 12:11 a.m., Mayor Jones reconvened the regular meeting in the Founders Room with all Council Members present. He announced that the City Council voted unanimously for staff to prepare a lease agreement with North County Senior Services LLC, Alzheimer's Orange County for the property located at 11391 Acacia Parkway; and that there is no reportable action taken on the existing litigation between OCCORD v. Garden Grove, et al., OCSC Case No. 30-2019-01102770.

ADJOURNMENT

At 12:12 a.m., Mayor Jones adjourned the meeting to Tuesday, November 19, 2019, at 6:00 p.m., at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Adjourned Regular Meeting

Tuesday, November 19, 2019

Community Meeting Center
11300 Stanford Avenue
Garden Grove, California 92840

CONVENE CLOSED SESSION

At 6:15 p.m., Mayor Jones convened the meeting in the Founders Room of the Community Meeting Center.

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

ABSENT: (0) None

ORAL COMMUNICATIONS

Speakers: None

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1):
OCCORD v. Garden Grove, et al., OCSC Case No. 30-2019-01102770

RECESS CLOSED SESSION

At 8:38 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:39 p.m., Mayor Jones reconvened the meeting in the Founders Room with all Council Members present.

Mayor Jones announced that no reportable action was taken.

ADJOURNMENT

At 8:40 p.m., Mayor Jones adjourned the meeting.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file warrants. Date: 11/26/2019
 (*Action Item*)

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants 11-06-19	11/21/2019	Warrants	11-26-19_CC_Warrants_(11-06-19).pdf
Warrants 11-13-19	11/21/2019	Warrants	11-26-19_CC_Warrants_(11-13-19).pdf
Warrants 11-21-19	11/21/2019	Warrants	11-26-19_CC_Warrants_(11-21-19_Payroll_).pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
654050	AUTONATION FORD TUSTIN	REV & VOID	-2,800.89 *
655564	ORANGE COUNTY STRIPING SERV	REV & VOID	-28.37 *
655750	NINA HUYNH	REV & VOID	-525.00 *
656155	CARMEN'S FIT MIND, FIT BODY/ THERAPEUTIC EXERCISE	REV & VOID	-2,292.67 *
656277	TARGET CORPORATION MAIL STOP NCB-01PU	REV & VOID	-280.59 *
656288	ALPINE APTS	REV & VOID	-5,424.00 *
656444	SCHWERMEN, CELESTE	REV & VOID	-1,373.00 *
656479	VO, TIN TRUNG	REV & VOID	-1,100.00 *
W653645	HOWELL, ARLENE J	REV & VOID	-1,069.00 *
656491	AT&T CORP	TELEPHONE	7,206.49 *
656492	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	379.52 *
656493	MCI COMM SERVICE	TELEPHONE	35.97 *
656494	SO CALIF EDISON CO	ELECTRICITY	12,235.04 *
656495	SO CALIF GAS CO	NATURAL GAS	6,317.11 *
656496	TIME WARNER CABLE	CABLE	542.62 *
656497	TACOS EL BANDIDO	FOOD	625.00 *
656498	VO, TIN TRUNG	WAGE ATTACHMENT RENT SUBSIDY	-275.00 1,100.00 825.00 *
656499	SCHWERMEN, CELESTE	WAGE ATTACHMENT RENT SUBSIDY	-343.25 1,373.00 1,029.75 *
656500	UNION BANK	FOOD PIPES/APPURTENANCES OFFICE SUPPLIES/EXP	123.32 18.66 28.74 170.72 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656501	UNION BANK	LODGING	876.00
		TUITION/TRAINING	405.00
		FOOD	204.00
			1,485.00 *
656502	UNION BANK	POSTAGE	7.35
		DOES/MEMBERSHIPS	340.00
		TUITION/TRAINING	390.00
		MAINT SUPP-TRAFF SIG	491.70
		OTHER MAINT ITEMS	291.67
		OFFICE SUPPLIES/EXP	48.98
		MINOR OFFICE FURN/EQ	293.59
		FURN/MACH/EQUIP REPL	441.99
			2,305.28 *
656503	VOID WARRANT		
656504	HOME DEPOT CREDIT SERVICES DEPT 32-2501437531	SEEDS/PLANTS	96.74
		MOTOR VEH PARTS	802.02
		PAINT/DYE/LUBRICANTS	156.24
		JANITORIAL SUPPLIES	75.46
		ELECTRICAL SUPPLIES	43.40
		PIPES/APPURTENANCES	68.66
		MAINT SUPP-TRAFF SIG	444.43
		OTHER MAINT ITEMS	1,023.16
		MINOR OFFICE FURN/EQ	659.03
		GEN PURPOSE TOOLS	663.42
		OTHER MINOR TOOLS/EQ	1,450.70
		LUMBER	12.95
		HARDWARE	1,156.03
		AGGREGATES/MASONRY	60.60
		OTHER CONST SUPPLIES	618.18
			7,331.02 *
656505	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	1,344.75 *
656506	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	160.79
		OTHER MINOR TOOLS/EQ	159.20
			319.99 *
656507	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	2,785.91 *
656508	AMERICAN BUSINESS BANK ATTN: VERONICA MORALES	WTR/SWR CONST CONTR	18,058.89 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656509	ARROW TOOLS FASTENERS & SAW INC	OTHER MAINT ITEMS	77.65 *
656510	*BEX, RAY	OTHER CONF/MTG EXP	40.00 *
656511	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	3,793.67 *
656512	BISHOP CO.	WHSE INVENTORY	293.62
		OTHER AGR SUPPLIES	1,639.17
		OTHER MINOR TOOLS/EQ	278.50
			2,211.29 *
656513	BLAIS & ASSOCIATES, INC.	OTHER PROF SERV	502.16 *
656514	*BURILLO, RICHARD O	TRAVEL ADVANCE	120.00 *
656515	RUSSELL SIGLER INC. SIGLER WHOLESALE DISTRIBUTORS	AIR COND SUPPLIES	495.19 *
656516	CJ CONCRETE CONSTRUCTION, INC.	MAINT-SERV CONTRACTS	97,661.77 *
656517	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,174.75 *
656518	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	3,297.30 *
656519	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	618.25 *
656520	*CASILLAS, VICTORIA	FACT:PARENT ED 1	22.25
		OTHER FOOD ITEMS	69.54
			91.79 *
656521	CAMERON WELDING SUPPLY	OTHER REC/CULT SUPP	559.50 *
656522	CARAHSOFT TECHNOLOGY CORPORATION	OTHER PROF SERV	15,607.00 *
656523	CARMEN'S FIT MIND, FIT BODY/ THERAPEUTIC EXERCISE	OTHER PROF SERV	375.00 *
656524	CERTIFIED TRANSPORTATION SERVICES, INC.	L/S/A TRANSPORTATION	572.45 *
656525	*CHANG, TERENCE	DEP CARE REIMB	1,923.00 *
656526	CLEANSTREET	STREET SWEEPING SERV	472.50 *
656527	COASTLINE EQUIPMENT	MOTOR VEH PARTS	282.32 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656528	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	5,907.00 *
656529	DAVIS FARR LLP	ACCTG/AUDITING	40,770.00 *
656530	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	1,352.16 *
656531	ELIZABETH PUGH CASTANEDA	FOOD	406.00 *
656532	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES AIR COND SUPPLIES	415.98 114.80 530.78 *
656533	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	606.00 *
656534	FEDERAL EXPRESS CORP	DELIVERY SERVICES	254.27 *
656535	THE FILE DEPOT BEACH CITIES	OTHER BLD/EQ/ST SERV	1,383.82 *
656536	GANAHL LUMBER COMPANY	GEN PURPOSE TOOLS HARDWARE	1,691.35 -174.52 1,516.83 *
656537	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL REFUSE COLL SERV	33,090.11 9,823.33 42,913.44 *
656538	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	599.95 *
656539	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	870.00 *
656540	GRAYBAR	ELECTRICAL SUPPLIES	28.86 *
656541	HACH COMPANY INC	LABORATORY CHEMICALS	1,245.65 *
656542	HAZ EQUIPMENT RENTAL	OTHER RENTALS	143.90 *
656543	*LEDESMA, ANGELA	MILEAGE REIMB	150.80 *
656544	HILLCO FASTENER WAREHOUSE	HARDWARE	11.38 *
656545	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS OTHER MAINT ITEMS OTHER MINOR TOOLS/EQ	185.47 5.11 352.89

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656546	HOME DEPOT CREDIT SERVICES DEPT 32-2501437531	MAINT-SERV CONTRACTS	543.47 *
656547	THE HOME DEPOT PRO	MAINT-SERV CONTRACTS MINOR FURN/EQUIP	66.98 * 887.75 1,440.94 2,328.69 *
656548	CITY OF HUNTINGTON BEACH	IMPORT WTR-WOCWB	2,604.00 *
656549	INTERWEST CONSULTING GROUP ATTN: ACCOUNTING	OTHER PROF SERV	1,235.00 *
656550	DANGELO CO	WHSE INVENTORY	7,661.45 *
656551	JAY'S CATERING	FOOD	162.20 *
656552	KINNEL, LEE J	WHSE INVENTORY	1,957.50 *
656553	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	615.92 *
656554	LIFECOM, INC.	GEN PURPOSE TOOLS	65.00 *
656555	*LOERA JR, RAFAEL	LODGING OTHER CONF/MTG EXP	422.24 24.00 446.24 *
656556	LOZEAU CONSULTING, TRAINING AND INVESTIGATIONS	TUITION/TRAINING	160.00 *
656557	MAGNUM OIL SPREADING INC	ASPHALT PRODUCTS	574.20 *
656558	NAN MCKAY & ASSOCIATES INC	BOOKS/SUBS/CASSETTES	400.00 *
656559	MC MASTER-CARR SUPPLY CO	MOTOR VEH PARTS	30.89 *
656560	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	49.95 *
656561	NAPA AUTO PARTS	MOTOR VEH PARTS	285.82 *
656562	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	20.80 *
656563	NIAGARA PLUMBING	OTHER MAINT ITEMS	43.72 *
656564	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	523.38

PAGE TOTAL FOR "*" LINES = 19,251.83

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656565	ORANGE COUNTY APPLIANCE PARTS	ASPHALT PRODUCTS	1,991.23
656566	ORANGE COUNTY WELDING, INC.		2,514.61 *
656567	ORTCO, INC.	AIR COND SUPPLIES	18.55 *
656568	PARKWOOD LANDSCAPE MAINTENANCE, INC.	MAINT-SERV CONTRACTS	1,360.00 *
656569	PACIFIC HYDROTECH CORPORATION	REPAIRS-FURN/MACH/EQ	950.00 *
656570	THE PM GROUP	OTHER PROF SERV	63,624.50 *
656571	PACIFIC4	WTR/SWR CONST CONTR	343,119.09 *
656572	*PLUARD, DOUGLAS A	PRINTING	17,150.97 *
656573	PLUMBERS DEPOT INC.	WHSE INVENTORY	2,062.22 *
656574	POWERTRON BATTERY CO	MILEAGE REIMB	117.72
656575	PRIM&MULTI-SPEC CLIN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	SUBSISTENCE	78.00
656576	RDO EQUIPMENT CO.	OTHER CONF/MTG EXP	18.00
656577	*REYNOLDS, JOHN		213.72 *
656578	RYAN HERCO PRODUCTS CORP. LOCK BOX #912128	GEN PURPOSE TOOLS	405.07 *
656579	SHRED CONFIDENTIAL, INC.	ELECTRICAL SUPPLIES	501.47 *
656580	SIMPSON CHEVROLET OF GG	MEDICAL SERVICES	7,391.00 *
656581	SOCIALWISE CONSULTING, LLC	FURN/MACH/EQUIP REPL	78,678.45 *
656582	SOUTH COAST AQMD	TRAVEL ADVANCE	160.00 *
656583	STATE INDUSTRIAL PRODUCTS	LABORATORY CHEMICALS	183.89 *
		OTHER PROF SERV	189.00 *
		MOTOR VEH PARTS	302.62 *
		OTHER PROF SERV	2,137.50 *
		PERMITS/OTHER FEES	3,573.32 *
		WHSE INVENTORY	1,403.51 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656584	STEELCRAFT GARDEN GROVE LP	OTHER PROF SERV	3,450.00 *
656585	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	5,789.40 *
656586	SUPERION LLC	OTHER PROF SERV	5,425.00 *
656587	TARGET SPECIALTY PRODUCTS, INC	OTHER MAINT ITEMS	280.59 *
656588	THOMAS HOUSE TEMPORARY SHELTER	OTHER PROF SERV	8,041.37 *
656589	TOM BYER ROOFING SERVICE, INC	OTHER PROF SERV	5,000.00 *
656590	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	201.47 *
656591	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	LABORATORY CHEMICALS	2,492.05 *
656592	U.S. ARMOR CORP.	UNIFORMS	881.80 *
656593	UNIFIRST CORP	LAUNDRY SERVICES	2,010.51 *
656594	UNITED PARCEL SERVICE	DELIVERY SERVICES	78.14 *
656595	VASILJ INC. DBA IVANKO	STREET CONSTR CONT	486,200.50 *
656596	*VISCOMI, MICHAEL	L/S/A TRANSPORTATION	73.99 *
656597	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,990.82 *
656598	GRAINGER	WHSE INVENTORY	341.39
		MOTOR VEH PARTS	430.97
		ELECTRICAL SUPPLIES	293.96
		OTHER MAINT ITEMS	267.21
		HARDWARE	6.94
			1,340.47 *
656599	GRAND VALLEY BANK-FRONTIER C/O WALLACE & ASSOC CONSULTING	ENGINEERING SERVICES	47,946.00 *
656600	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	2,637.38 *
656601	CARL WARREN & COMPANY	SELF-INS ADMN	9,288.00 *
656602	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	265.00 *

PAGE TOTAL FOR "*" LINES = 583,392.49

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656603	WAXIE SANITARY SUPPLY	WHSE INVENTORY	763.38 *
656604	UNITED WATER WORKS, INC.	PIPES/APPURTENANCES	1,057.55 *
656605	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	617.58 *
656606	FERGUSON ENTERPRISES, INC #1350	PIPES/APPURTENANCES	201.60 *
656607	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	56,465.43 *
656608	WEX BANK DBA WRIGHT EXPRESS FSC	MV GAS/DIESEL FUEL	73.70 *
656609	*VALDIVIA, CLAUDIA	MED TRUST REIMB FaCT:PARENT ED 1 FaCT:YTH ENRCH FaCT:PROGRAM EXP FaCT:CAC EXP	353.19 22.29 55.10 22.83 9.50 462.91 *
656610	SIEMENS MOBILITY INC	MAINT-SERV CONTRACTS	3,874.20 *
656611	DTNtech MARKETING	OTHER PROF SERV	1,274.38 *
656612	F & B RENTALS	OTHER RENTALS	266.00 *
656613	CINEMAS MANAGEMENT, INC.	SEWER FEES	61.98 *
656614	AGUINAGA GREEN	SEEDS/PLANTS OTHER AGR SUPPLIES	685.12 396.94 1,082.06 *
656615	P.L. HAWN COMPANY, INC. AIR FILTRATION & POLLUTION CONT	AIR COND SUPPLIES	17.39 *
656616	FRED GOLIGHTLY AND/OR DO BUILDER	MISC BOND DEPOSIT	1,500.00 *
656617	VALERO EDUARDO	CITATION DIST	51.00 *
656618	VAN SANDT DENNIS	CITATION DIST	42.00 *
656619	MLC DISTRIBUTION	ALARM PERMIT REF	5.00 *
656620	SYED AHSAN	DEPOSIT REFUNDS	250.00 *

PAGE TOTAL FOR "*" LINES = 68,066.16

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656621	KIMBERLY ARAUJO	DEPOSIT REFUNDS ROOM FEE REFUND	500.00 -45.65 454.35 *
656622	FIDELINA CARRILLO	DEPOSIT REFUNDS ROOM FEE REFUND	500.00 -129.99 370.01 *
656623	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	1,475.95 *
656624	SCOTT EQUIPMENT	MOTOR VEH PARTS	233.79 *
656625	PMW ASSOCIATES	TUITION/TRAINING	420.00 *
656626	S&S WORLDWIDE INC	OTHER REC/CULT SUPP	80.33 *
656627	JOINTS	PIPES/APPURTENANCES	1,265.98 *
656628	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	WHSE INVENTORY	1,835.70 *
656629	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	4,476.25 *
656630	O'REILLY AUTO PARTS	MOTOR VEH PARTS	868.87 *
656631	CAMFIL, USA INC.	OTHER MAINT ITEMS	404.00 *
656632	OCSD FINANCIAL MNGMT DIV	SEWER FEES	63,147.38 *
656633	CROSSTOWN ELECTRICAL & DATA, INC.	MAINT-SERV CONTRACTS	1,560.00 *
656634	LT PROPERTIES	LAND/BLDG/ROOM RENT	16,947.15 *
656635	MONTGOMERY, JESSE	SAFETY EQ/SUPPLIES	231.65 *
656636	LABSOURCE, INC.	WHSE INVENTORY	2,827.50 *
656637	NGUOI VIET DAILY NEWS	ADVERTISING	378.00 *
656638	XYLEM DEWATERING SOLUTIONS INC.	WHSE INVENTORY	651.24 *
656639	YO-FIRE SUPPLIES	WHSE INVENTORY OTHER MAINT ITEMS	810.93 265.57 1,076.50 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656640	ORANGE COUNTY HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	OTHER PROF SERV	66.00 *
656641	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	750.17 *
656642	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	100.00 *
656643	ENVIROCERT INTERNATIONAL, INC	DUES/MEMBERSHIPS	105.00 *
656644	JUMP N BOUNCE	OTHER PROF SERV	590.00 *
656645	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	5,112.39 5,609.31 10,721.70 *
656646	REGENTS OF THE UNIVERSITY OF CALIFORNIA, RIVERSIDE	OTHER PROF SERV	915.00 *
656647	STOMMEL INC DBA LEHR AUTO	REPAIRS-FURN/MACH/EQ	2,540.02 *
656648	PSI	MOTOR VEH PARTS	147.90 *
656649	BPS SUPPLY GROUP DBA BELL PIPE & SUPPLY CO	PIPES/APPURTENANCES	156.94 *
656650	BERENDSEN FLUID POWER, INC	PIPES/APPURTENANCES	1,281.66 *
656651	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	101.49 *
656652	TARGET CORPORATION MAIL STOP NCB-01PU	AWARDS/TROPHIES	1,468.00 *
656653	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	900.00 *
656654	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	TELEPHONE	1,596.00 *
656655	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	19,092.50 *
656656	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	2,519.74 *
656657	MurCal, INC.	OTHER MAINT ITEMS	3,773.33 *
656658	TRIMBLE, EMILY	MED TRUST REIMB	250.00 *
656659	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	287.50 *
656660	TRAIN PARTY EXPRESS	OTHER PROF SERV	250.00 *

PAGE TOTAL FOR "*" LINES = 47,612.95

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656661	DAMEWOOD CONSULTING GROUP	OTHER EDUCATION EXP	900.00 *
656662	KNOWLES, DARREN	WATER CLOSING BILL REFUND	73.50 *
656663	REYES, KIMBERLY	WATER CLOSING BILL REFUND	9.72 *
656664	LUONG, VAN	WATER CLOSING BILL REFUND	36.44 *
656665	NGUYEN, MIKE	WATER CLOSING BILL REFUND	44.94 *
656666	NICHOLS, RYAN	WATER CLOSING BILL REFUND	324.05 *
656667	NGUYEN, VIVI	WATER CLOSING BILL REFUND	16.49 *
656668	THOMPSON, JAMES	WATER CLOSING BILL REFUND	5.74 *
656669	HUYNH, HAI	WATER CLOSING BILL REFUND	75.80 *
656670	NGUYEN, VINH	WATER CLOSING BILL REFUND	18.67 *
656671	KIM, EDWARD	WATER CLOSING BILL REFUND	50.29 *
656672	HOA, BAO	WATER CLOSING BILL REFUND	19.28 *
656673	SIMIC, SANELA	WATER CLOSING BILL REFUND	7.84 *
656674	PLUEGER, DARYL	WATER CLOSING BILL REFUND	15.72 *
656675	PHAM, TUOC	WATER CLOSING BILL REFUND	61.45 *
656676	PHAM, DAVID H	WATER CLOSING BILL REFUND	48.39 *
656677	DAO, KHANH	WATER CLOSING BILL REFUND	22.09 *
656678	NGUYEN, KYLE	WATER CLOSING BILL REFUND	70.91 *
656679	HO, DUNG	WATER CLOSING BILL REFUND	9.55 *
656680	NGUYEN, THANH NGOC KIM	WATER CLOSING BILL REFUND	62.65 *
656681	NGUYEN, TRUC	WATER CLOSING BILL REFUND	3.13 *
656682	DOAN, PAULINE	WATER CLOSING BILL REFUND	12.66 *

PAGE TOTAL FOR "*" LINES = 1,889.31


WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/06/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656683	ROSALES, SUNHEE	WATER CLOSING BILL REFUND	25.23 *
656684	TRAN, HOLLY	WATER CLOSING BILL REFUND	20.63 *
656685	LIU, DANIEL	WATER CLOSING BILL REFUND	3.43 *
656686	TRAN, KIM L	WATER CLOSING BILL REFUND	32.16 *
656687	HARBOR COMM & PACIFIC WEST	WATER CLOSING BILL REFUND	38.88 *
656688	SVN VANGUARD	WATER CLOSING BILL REFUND	7.42 *
656689	ROMAN REALTORS & FINANCIAL SVCS	WATER CLOSING BILL REFUND	42.84 *
656690	NGUYEN, LE B	WATER CLOSING BILL REFUND	34.72 *
656691	BAK, PHINAK	RENT SUBSIDY	1,069.00 *
656692	EBL, LLC	RENT SUBSIDY	5,424.00 *
W2666	DELTA CARE USA ATTN: ACCTS RECEIVABLE	SELF-INS ADMN	7,060.94 *
W2667	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,267.05 *
W2668	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	446,624.11 *
W2669	VISION SERVICE PLAN	VISION-CAFE CONTR	6,833.59 *

PAGE TOTAL FOR "*" LINES = 473,484.00

FINAL TOTAL 2,097,011.85 *

DEMANDS #656491 - 656692 AND WIRES W2666 - W653645 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL NOVEMBER 6, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
655757	AUTONATION FORD TUSTIN	REV & VOID	-1,210.80 *
656693	ANAHEIM, CITY OF	ELECTRICITY	89.86 *
656694	SPOK, INC.	TELEPHONES/BEEPERS	188.41 *
656695	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	472.55 *
656696	CITY OF GARDEN GROVE	WATER	192.20 *
656697	VOID WARRANT		
656698	SO CALIF EDISON CO	ELECTRICITY	101,932.49 *
656699	SO CALIF GAS CO	NATURAL GAS	1,485.55 *
656700	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	12,414.52 *
656701	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,056.32 *
656702	EMPLOYMENT DEVELOPMENT DEPT ATTN: WAGE GARNISHMENT	WAGE ATTACHMENT	159.12 *
656703	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	327.00 *
656704	UNION BANK	POSTAGE	9.95
		ADVERTISING	75.00
		BANK FEES-CRDT CD	10.92
		LODGING	2,982.35
		OTHER CONF/MTG EXP	200.00
		TUITION/TRAINING	837.84
		FOOD	190.12
			4,306.18 *
656705	UNION BANK	ADVERTISING	2,950.00
		TUITION/TRAINING	465.00
			3,415.00 *
656706	UNION BANK	MV GAS/DIESEL FUEL	582.13 *
656707	UNION BANK	MV GAS/DIESEL FUEL	940.96 *
656708	UNION BANK	MV GAS/DIESEL FUEL	543.22 *

PAGE TOTAL FOR "*" LINES = 126,894.71

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656709	UNION BANK	NETWORKING SERVICES	282.31
		OTHER PROF SERV	99.00
		OTHER PROF SUPPLIES	14.13
		PAPER/ENVELOPES	-4.36
		NETWORKING SUPPLIES	332.30
		SOFTWARE	74.58
		OFFICE SUPPLIES/EXP	690.84
		MINOR OFFICE FURN/EQ	50.00
		OTHER MINOR TOOLS/EQ	64.52
			1,603.32 *
656710	CITIBANK %CITIGROUP	OTHER PROF SERV	14.00
		LODGING	2,680.35
		OTHER CONF/MTG EXP	294.18
			2,988.53 *
656711	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	448.40 *
656712	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
656713	EMBASSY SUITES ANAHEIM SOUTH	FOOD	726.36 *
656714	UNION BANK	FACT:PARENT ED 1	44.65
		REGISTRATION FEES	450.00
		FACT:PROGRAM EXP	182.90
		FACT:CAC EXP	136.88
		FOOD	335.67
		FOOD SERV SUPPL	45.03
		BOTTLED WATER	112.46
		OTHER FOOD ITEMS	313.14
		HSHLD EQUIP/SUPPLIES	38.35
		OFFICE SUPPLIES/EXP	115.66
		OTHER REC/CULT SUPP	37.01
			1,811.75 *
656715	UNION BANK	OTHER PROF SERV	-40.90
		REGISTRATION FEES	450.00
		FOOD	108.21
		FOOD SERV SUPPL	113.78
		OTHER FOOD ITEMS	263.56
		OTHER MINOR TOOLS/EQ	350.00
		AWARDS/TROPHIES	40.00
		OTHER REC/CULT SUPP	50.71

PAGE TOTAL FOR "*" LINES = 7,629.86

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656716	UNION BANK	SIGNS/FLAGS/BANNERS	319.07
			1,654.43 *
		ADVERTISING	99.35
		VIDEO PRODUCTION EXP	315.00
		OTHER PROF SERV	33.00
		DUES/MEMBERSHIPS	75.00
		TAXES/LICENSES	82.98
		FOOD	100.82
		BOOKS/SUBS/CASSETTES	388.01
		OTHER PROF SUPPLIES	41.18
			1,135.34 *
656717	UNION BANK	OTHER PROF SERV	176.00
		LODGING	1,088.76
		DUES/MEMBERSHIPS	210.00
		REGISTRATION FEES	1,150.00
		ADMN/ENTRANCE FEE	210.00
		FOOD	250.00
		OTHER PROF SUPPLIES	57.75
			3,142.51 *
656718	UNION BANK	FACT:PARENT ED 1	32.82
		OTHER PROF SERV	14.95
		DUES/MEMBERSHIPS	180.00
		FACT:PROGRAM EXP	59.61
		FOOD	433.34
		OTHER FOOD ITEMS	435.06
		OFFICE SUPPLIES/EXP	434.99
		OTHER MINOR TOOLS/EQ	28.26
		ATHLETIC SUPPLIES	27.50
		AWARDS/TROPHIES	309.09
		OTHER REC/CULT SUPP	1,553.81
		SIGNS/FLAGS/BANNERS	316.95
			3,826.38 *
656719	AT&T CORP	TELEPHONE	160.18 *
656720	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	627.49 *
656721-656722	VOID WARRANTS		
656723	SO CALIF EDISON CO	ELECTRICITY	422,789.97 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656724	SO CALIF GAS CO	NATURAL GAS	4,199.11 *
656725	AIS ADVANCED IMAGING STRATEGIES INC.	OFFICE SUPPLIES/EXP	110.93 *
656726	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	5.57 *
656727	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV./ATTN:FISCAL	MOBILITY INSP FEE	750.00 *
656728	*BANUELOS, ALEJANDRO	DEP CARE REIMB	333.33 *
656729	BISHOP CO.	WHSE INVENTORY	534.90 *
656730	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	3,951.98 *
656731	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	21.33 *
656732	DAY & NIGHT PLUMBING	MAINT-SERV CONTRACTS	650.00 *
656733	DEWBERRY ARCHITECTS INC.	OTHER PROF SERV	39,309.70 *
656734	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	464.59
		OTHER MAINT ITEMS	172.66
			637.25 *
656735	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	77.20 *
656736	FOSTER MORRISON CONSULTING, LTD	OTHER PROF SERV	2,640.00 *
656737	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	323.19 *
656738	MONTROSE AIR QUALITY SERVICES, LLC	MAINT-SERV CONTRACTS	2,727.50 *
656739	GG CHAMBER COMMERCE	OTHER PROF SERV	2,500.00 *
656740	*GILDEA, PATRICK	TRAVEL ADVANCE	200.00 *
656741	HILL'S BROS LOCK & SAFE INC	OTHER MINOR TOOLS/EQ	139.00 *
656742	INTELEPEER CLOUD COMMUNICATIONS, LLC	TELEPHONE	1,878.30 *
656743	KNORR SYSTEMS, INC. ACCOUNTS RECEIVABLE	OTHER MAINT ITEMS	360.93 *
656744	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	618.34 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656745	*LEE, GRACE	DEP CARE REIMB	192.30 *
656746	*LEE, JANY H	L/S/A TRANSPORTATION LODGING OTHER CONF/MTG EXP FOOD	435.88 756.48 217.50 101.00 1,510.86 *
656747	MAGNUM OIL SPREADING INC	ASPHALT PRODUCTS	939.60 *
656748	MCA DIRECT	OTHER PROF SUPPLIES	238.20 *
656749	MC MASTER-CARR SUPPLY CO	HARDWARE	397.34 *
656750	VOID WARRANT		
656751	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	4,173.68 *
656752	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	3,225.00 *
656753	OCN, IND, WHJ	ADVERTISING	2,284.50 *
656754	PACIFIC INDUSTRIAL WATER SYSTEMS	MOTOR VEH PARTS	55.00 *
656755	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	590.00 *
656756	PEST OPTIONS, INC.	OTHER PROF SERV	917.25 *
656757	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	1,565.00 *
656758	QUINN POWER SYSTEMS ASSOCIATES	MAINT-SERV CONTRACTS	2,552.71 *
656759	ROSEBURROUGH TOOL, INC.	GEN PURPOSE TOOLS SAFETY EQ/SUPPLIES	79.71 361.82 441.53 *
656760	*SANTANA, LINO	TRAVEL ADVANCE	200.00 *
656761	SKYLINE COMMUNICATIONS	MINOR FURN/EQUIP	2,173.91 *
656762	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	2,727.71 *
656763	SOAPTRONIC LLC	WHSE INVENTORY	221.31 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656764	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY	1,486.43 *
656765	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	1,000.00 *
656766	PERFORMANCE NURSERY CORP.	TREES	858.80 *
656767	TT TECHNOLOGIES, INC	WHSE INVENTORY	734.07 *
656768	TARGET SPECIALTY PRODUCTS, INC	GEN PURPOSE TOOLS	366.07 *
656769	THE RACK DEPOT INC	WHSE INVENTORY	532.88 *
656770	U.S. BEHAVIORAL HEALTH PLAN, CA DEPT# 75889	NON-SPEC CONTR SERV	1,408.40 *
656771	UNITED PARCEL SERVICE	DELIVERY SERVICES	66.42 *
656772	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,176.36 *
656773	GRAINGER	WHSE INVENTORY	1,742.42 *
656774	WASAFI, HABIBULLAH	TENANT UTILITY REIMB	35.00 *
656775	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	172.80 *
656776	WAXIE SANITARY SUPPLY	WHSE INVENTORY	1,622.23 *
656777	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	26,003.55
		OTHER MAINT ITEMS	617.58
			26,621.13 *
656778	LE, QUAN H.	TENANT UTILITY REIMB	11.00 *
656779	*VALDIVIA, CLAUDIA	DEP CARE REIMB	192.30 *
656780	SIEMENS MOBILITY INC	MAINT-SERV CONTRACTS	169.50 *
656781	AVALOS-FARIAS, MARIO	TENANT UTILITY REIMB	24.00 *
656782	DTNTech MARKETING	OTHER PROF SERV	1,979.51 *
656783	MURILLO, LOURDES	DEPOSIT REFUNDS	500.00 *
656784	CWEA CWEA-TCP	DUES/MEMBERSHIPS	89.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656785	ASSOCIATED SOILS ENGINEERING, INC.	WTR/SWR CONST CONTR	990.00 *
656786	MAI, NGOC HA THI	TENANT UTILITY REIMB	35.00 *
656787	DEPT OF TRANSPORTATION ATTN: CASHIERING OFFICE	MAINT-SERV CONTRACTS	161.35 *
656788	BALDWIN, ROBERT	TENANT UTILITY REIMB	24.00 *
656789	MORENO, VALERIE	TENANT UTILITY REIMB	3.00 *
656790	P.L. HAWN COMPANY, INC. AIR FILTRATION & POLLUTION CONT	AIR COND SUPPLIES	1,379.06 *
656791	BUI, REGINA NGUYEN	TENANT UTILITY REIMB	14.00 *
656792	VY A NGUYEN	FEE REFUND	100.00 *
656793	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	15.30 *
656794	WESTERN WATER WORKS	WHSE INVENTORY	1,133.18 *
656795	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	461.92 *
656796	CITY OF SANTA ANA FINANCE & MGMT SRVS AGENCY M-87	ELECTRICITY	1,052.86
		TRAFFIC SIGNAL MAINT	4,472.85
			5,525.71 *
656797	ULINE INC.	OFFICE SUPPLIES/EXP	95.52 *
656798	BEE REMOVERS	MAINT-SERV CONTRACTS	235.00 *
656799	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	WHSE INVENTORY	972.08 *
656800	O'REILLY AUTO PARTS	MOTOR VEH PARTS	349.25 *
656801	CSMFO	DUES/MEMBERSHIPS	590.00 *
656802	DEPARTMENT OF CONSUMER AFFAIRS	DUES/MEMBERSHIPS	115.00 *
656803	FG SOLUTIONS LLC	OTHER PROF SERV	468.75 *
656804	ASENCIO, SONIA LISA	TENANT UTILITY REIMB	22.00 *
656805	MEERS, BRYAN	DEP CARE REIMB	192.30 *

PAGE TOTAL FOR "*" LINES = 12,882.42

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656806	LABSOURCE, INC.	WHSE INVENTORY	256.65 *
656807	NGUYEN, BECKY	TENANT UTILITY REIMB	77.00 *
656808	SCHAFER CONSULTING, INC.	OTHER PROF SERV	14,887.50 *
656809	ARROW INTERNATIONAL, INC.	OTHER MAINT ITEMS	30.27 *
656810	*VICTORIA, ROD	DEP CARE REIMB	192.30 *
656811	CANNON, TIMOTHY	LUMBER	90.00 *
656812	YO-FIRE SUPPLIES	WHSE INVENTORY	12,839.33 *
656813	AMERICAN INTERNET SERVICES, LLC	NETWORK COMMUNICT	669.56 *
656814	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	458.02 997.66 1,455.68 *
656815	*PAYAN, LUIS	TRAVEL ADVANCE	200.00 *
656816	STOMMEL INC DBA LEHR AUTO	MOTOR VEHICLE MAINT	95.00 *
656817	KLOESS, GEOFFREY	DEP CARE REIMB	153.69 *
656818	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	297.16 *
656819	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	600.00 *
656820	KINGDOM CAUSES INC DBA: CITY NET	OTHER PROF SERV	7,396.49 *
656821	ONESOURCE DISTRIBUTORS, LLC	WHSE INVENTORY	652.50 *
656822	LIFESIGNS, INC	OTHER PROF SERV	156.00 *
656823	SORIANO, TERESA	TENANT UTILITY REIMB	18.00 *
656824	JAZMIN AVALOS	VIDEO PRODUCTION EXP	150.00 *
656825	KIT COLLECTORS INTERNATIONAL	ROOM FEE REFUND	90.00 *
22670	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	2,186.29 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/13/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W2671	MARYLAND CHILD SUPPORT ACCOUNT CASE # 980094958	WAGE ATTACHMENT	343.38 *
W2672	ORANGE COUNTY FIRE AUTHORITY	OTHER PROF SERV	1,931,500.00 *
W2673	REYNOLDS, MICHELE	WAGE ATTACHMENT	461.54 *
W2674	SHANNON WAINWRIGHT	WAGE ATTACHMENT	553.85 *
W656395	NGUYEN, BOYCE JR	REV & VOID	-1,312.00 *

PAGE TOTAL FOR "*" LINES = 1,931,546.77

FINAL TOTAL 2,681,946.26 *

DEMANDS #656693 - 656825 AND WIRES W2670 - W656395 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL NOVEMBER 13, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



PATRICIA SONG - FINANCE DIRECTOR

183776	DION J MATSON JR	167.83	183777	JULIAN TAPIA	374.31
183778	JUDITH A MOORE	1902.36	183779	DIANE BELAIR	1792.29
183780	MICHAEL F ROCHA	2320.21	183781	ARTHUR J FLORES	2226.19
183782	EDWIN O THURMAN JR	668.41	183783	DEANNA M CHUMACERO	955.43
183784	AARON D DINH	176.27	183785	STEVEN E GOMEZ	714.59
183786	ARNULFO GUZMAN JR	376.15	183787	EDOUARD T PHAN	257.10
183788	JACOB THAOSATTIEN	252.15	183789	SAMANTHA B VARGAS	198.16
183790	DANIEL A ZEMBOWER	110.17	183791	TROY F BOWMAN	2243.44
183792	WILLIAM ALLISON	4618.37	183793	O.C.E.A. GENERAL	2287.18
183794	O.C.E.A.	1113.59	183795	COMMUNITY HEALTH CHARITI (VOID)	45.00
183796	GARDEN GROVE POLICE ASSO	1580.00	D356647	DION J MATSON JR	-167.83
D357046	GEORGE S BRIETIGAM III	312.05	D357047	PHAT T BUI	27.95
D357048	STEVEN R JONES	175.66	D357049	STEPHANIE L KLOPFENSTEIN	117.30
D357050	DIEDRE THU HA NGUYEN	278.34	D357051	KIM B NGUYEN	279.85
D357052	JOHN R O'NEILL	297.25	D357053	PAMELA M HADDAD	1641.87
D357054	SHAWN S PARK	2144.60	D357055	SCOTT C STILES	6822.75
D357056	MARIA A STIPE	6609.50	D357057	MEENA YOO	2107.85
D357058	MARITZA PIZARRO	1713.23	D357059	AMANDA M POLLOCK	1554.34
D357060	TERESA L POMEROY	3152.63	D357061	LIZABETH C VASQUEZ	1941.83
D357062	VERONICA AVILA	1958.90	D357063	JEFFREY P DAVIS	2057.13
D357064	BRITTANI L JOHNSON	731.27	D357065	NOELLE N KIM	1927.80
D357066	MISSY M MENDOZA	498.44	D357067	MARIE L MORAN	2473.31
D357068	ANA E PULIDO	3476.08	D357069	KRISTY H THAI	2242.59
D357070	SHAUNA J CARRENO	2083.49	D357071	VY D HO	1510.00
D357072	DANNY HUYNH	4426.97	D357073	VILMA C KLOESS	2266.19
D357074	IVY LE	1845.22	D357075	TAMMY LE	1270.73
D357076	LINDA MIDDENDORF	2284.42	D357077	MARIA A NAVARRO	2293.59
D357078	PHUONG VIEN T NGUYEN	2062.60	D357079	QUANG NGUYEN	2445.94
D357080	TINA T NGUYEN	2157.02	D357081	THYANA T PHI	2378.22
D357082	MARIA RAMOS	2209.24	D357083	TANYA L TO	1459.40
D357084	CUONG K TRAN	3253.16	D357085	ELAINE TRUONG	1572.17
D357086	THANH-NGUYEN VO	1548.20	D357087	SYLVIA GARCIA	2089.32
D357088	YUAN SONG	4378.54	D357089	KAREN M HARRIS	2753.13
D357090	CHRISTI C MENDOZA	938.16	D357091	TREVOR G SMOUSE	2125.16
D357092	JANET J CHUNG	2561.16	D357093	ANN C EIFERT	3021.40
D357094	MARGARITA A ABOLA	1771.91	D357095	MARY ANN M ALCANCIA	2627.82
D357096	MARISA ATIN RAMOS	1725.66	D357097	ROBERT W MAY	1154.69
D357098	SHAWNA A MCDONOUGH	3825.87	D357099	HEIDY Y MUNOZ	3035.76
D357100	SELAMAWIT NIGATU	1840.47	D357101	LIGIA ANDREI	1602.70
D357102	ARIANA B BAUTISTA	1578.20	D357103	KAREN J BROWN	912.03
D357104	CORINNE L HOFFMAN	2246.92	D357105	JEFF N KURAMOTO	2668.15
D357106	CHELSEA E LUKAS	1554.65	D357107	EDWARD E MARVIN JR	1735.25
D357108	ANGELA M MENDEZ	1707.65	D357109	JENNIFER L PETERSON	1806.31
D357110	ANH PHAM	1684.57	D357111	EVA RAMIREZ	1922.11
D357112	ALEXIS B ROMERO	1824.53	D357113	JAIME F CHAVEZ	1505.46
D357114	GARY F HERNANDEZ	1631.13	D357115	NEAL M MANALANSAN	1640.16
D357116	DANIEL J SANCHEZ	1647.81	D357117	SANDRA E SEGAWA	3398.43
D357118	ALANA R CHENG	2351.95	D357119	PAUL GUERRERO	3031.85

**** PAGE TOTAL = 176119.36

D357120	LISA L KIM	4612.89	D357121	JULIE A ASHLEIGH	1876.34
D357122	MICHAEL G AUSTIN	2513.68	D357123	RITA M CRAMER	2175.34
D357124	CHRISTOPHER J CRANDALL	2573.27	D357125	BRYSON T DAHLHEIMER	2026.27
D357126	DAVID A DENT	3919.91	D357127	TODD C HARTWIG	2574.41
D357128	RALPH V HERNANDEZ	2238.45	D357129	AARON J HODSON	2244.36
D357130	DONALD E LUCAS	2773.40	D357131	SVETLANA MOURE	2087.19
D357132	PHU T NGUYEN	3592.09	D357133	LORENA J QUILLA-SOULES	2440.53
D357134	PEDRO ROQUE	2240.71	D357135	MARCO A VALADEZ	727.07
D357136	CHRISTOPHER CHUNG	2594.40	D357137	PRITT J KASKLA	1824.52
D357138	HUONG Q LY	1842.86	D357139	LEE W MARINO	3799.21
D357140	MARIA L MEDRANO	2126.98	D357141	MARIA C PARRA	2968.41
D357142	GREG BLODGETT	3673.16	D357143	MONICA COVARRUBIAS	2916.17
D357144	GRACE E LEE	2165.65	D357145	AMEENAH ABU-HAMDIYYAH	1656.50
D357146	ROY N ROBBINS	2807.40	D357147	TIMOTHY E THRONE	1798.54
D357148	ALLISON D WILSON	1690.36	D357149	MICHAEL C BOS	3171.20
D357150	DANIEL J CANDELARIA	4077.54	D357151	VINCENT L DE LA ROSA	2048.08
D357152	KAMYAR DIBAJ	1121.71	D357153	ALICIA M HOFER	1688.99
D357154	NICOLAS C HSIEH	3009.15	D357155	ROSEMARIE JACOT	1973.12
D357156	SHAN L LEWIS	2134.29	D357157	NAVIN B MARU	3459.73
D357158	JUAN C NAVARRO	2252.52	D357159	MICHAEL F SANTOS	2902.29
D357160	MARK P UPHUS	3510.68	D357161	JOSE A VASQUEZ	2690.33
D357162	ANA G VERGARA NEAL	2394.90	D357163	DAI C VU	3879.58
D357164	KHANG L VU	3193.69	D357165	CHRISTOPHER L ALLEN	1946.55
D357166	JOSHUA J ARIONUS	2399.64	D357167	ALEJANDRO BANUELOS	1419.67
D357168	JAN BERGER	2073.84	D357169	ROBERT P BERMUDEZ	686.30
D357170	TIM P CANNON	2755.21	D357171	CARINA M DAN	1989.29
D357172	RYAN H DAVIS	1510.82	D357173	KATHLEEN N DELFIN	1012.49
D357174	RONALD W DIEMERT	2630.35	D357175	CHRIS N ESCOBAR	3627.85
D357176	JEREMY J GLENN	1319.17	D357177	ALEJANDRO GONZALEZ	4104.42
D357178	MICHAEL J GRAY	2500.09	D357179	LARRY GRIFFIN	2062.90
D357180	ROBERT A HAENDIGES	2787.23	D357181	RYAN S HART	2110.88
D357182	EDWARD A HUY	2937.19	D357183	VIDAL JIMENEZ	1914.53
D357184	LIYAN JIN	2716.32	D357185	SAMUEL K KIM	3603.93
D357186	AMANDA LE LAI	341.43	D357187	REBECCA PIK KWAN LI	3586.66
D357188	DAVID MA'AE	1605.97	D357189	TYLER MEISLAHN	2119.87
D357190	JESSE K MONTGOMERY	2459.89	D357191	JUSTIN M MORRIS	1679.78
D357192	STEVEN J MOYA JR	2120.68	D357193	BASIL G MURAD	2518.09
D357194	KIRK L NATLAND	1049.55	D357195	DUC TRUNG NGUYEN	1851.96
D357196	CORNELIU NICOLAE	2681.39	D357197	ANDREW I ORNELAS	1638.34
D357198	DAVID A ORTEGA	2309.48	D357199	CELESTINO J PASILLAS	2642.62
D357200	WILLIAM F PEARSON	2260.89	D357201	JESSICA J POLIDORI	2903.74
D357202	CHRISTOPHER B PRUDHOMME	1444.30	D357203	ESTEBAN H RODRIGUEZ	1709.50
D357204	LES A RUITENSCHILD	2806.78	D357205	JONATHAN RUIZ	3696.78
D357206	ALEXIS SANTOS	1039.76	D357207	ADRIAN M SARMIENTO	2942.11
D357208	ALBERT TALAMANTES JR	1973.09	D357209	MINH K TRAN	1725.12
D357210	ALEJANDRO VALENZUELA JR	1239.52	D357211	ALEJANDRO N VALENZUELA	2186.62
D357212	RONALD J WOLLAND	1296.74	D357213	VICTOR K YERGENSEN	2595.39
D357214	ALICE K FREGOSO	1865.86	D357215	ALICIA R GARCIA	682.60

**** PAGE TOTAL = 225071.05

PAYROLL WARRANT REGISTER BY WARRANT NUMBER 11/21/19 PAGE 3

D357216	RAQUEL K MANSON	2564.06	D357217	WILLIAM E MURRAY JR	6056.59
D357218	EMILY H TRIMBLE	1953.80	D357219	ALFRED J AGUIRRE	2751.93
D357220	EDWARD D AMBRIZ GARCIA	668.22	D357221	RODOLFO M BECERRA	1962.83
D357222	RAYMOND A BUCHLER	1433.26	D357223	EDGAR A CANO	1523.42
D357224	ALBERT J CARRISOZA	2555.29	D357225	GABRIELA R CONTRERAS	2387.42
D357226	JULIE T COTTON	2832.92	D357227	DANIEL A DEL ROSARIO	559.31
D357228	DOROTHY L DUATA	579.00	D357229	ERIC M ESPINOZA	1625.55
D357230	ALBERT R EURS II	2432.04	D357231	ROBERT J FRANCO	700.58
D357232	MAURICIO S GARCIA	1974.50	D357233	CASEY G GIROUARD	1528.86
D357234	HERMILO HERNANDEZ	1578.66	D357235	DARNELL D JERRY	555.60
D357236	BRENT KAYLOR	2125.57	D357237	MARK W LADNEY	2634.53
D357238	RAUL LEYVA	3978.07	D357239	ANTONIO R MARTIN	2082.70
D357240	DIEGO A MEJIA	1776.70	D357241	RIGOBERTO MENDEZ	2376.41
D357242	STEVEN T ORTIZ	2246.71	D357243	PHILLIP Q PHAM	678.44
D357244	RICHARD L PINKSTON	2268.39	D357245	JOSE J ROMAN	372.61
D357246	ALEXIS P TARIN	2168.94	D357247	STEVE J TAUANU'U	3470.85
D357248	SUSAN VITALI	917.73	D357249	STEPHANIE A WASINGER	738.11
D357250	IOAN ANDREI	967.67	D357251	SYLVESTER A BABINSKI IV	1548.02
D357252	DONEISHA L BELL	626.23	D357253	JEFFREY G CANTRELL	1969.99
D357254	JAMES CUNNINGHAM	2328.43	D357255	JULIA ESPINOZA	1199.11
D357256	CECELIA A FERNANDEZ	1168.73	D357257	CONRAD A FERNANDEZ	992.44
D357258	DIANA GOMEZ	686.39	D357259	JORGE GONZALEZ	1125.99
D357260	MICHAEL R GREENE	1929.92	D357261	RONALD D GUSMAN	132.58
D357262	GLORIA A HARO	1127.31	D357263	ERIC W JOHNSON	1122.90
D357264	LEONEL A LAMAS	722.07	D357265	KHUONG NGUYEN	1202.37
D357266	DELFRADO C REYES	1181.94	D357267	RAFAEL ROBLES	1638.42
D357268	ADRIANNA M RODRIGUEZ	985.24	D357269	RODERICK THURMAN	1624.46
D357270	EVARISTO VERA	1529.98	D357271	RICHARD L WILLIAMS	1798.06
D357272	ANSELMO AGUIRRE	1874.18	D357273	DOMINIC CAMERA	686.91
D357274	PHILLIP J CARTER	2736.38	D357275	RICK L DUVAL	2383.08
D357276	AARON R HANSEN	1991.53	D357277	HUY HOA HUYNH	1101.48
D357278	MATTHEW D ILFELD	1287.20	D357279	BRYAN D KWIATKOWSKI	1718.90
D357280	ALFREDO MARTINEZ	1377.67	D357281	DANIEL C MOSS	1589.24
D357282	ROLANDO QUIROZ	1962.65	D357283	TODD R REED	1813.34
D357284	WILLIAM A SOTO	439.02	D357285	LUIS A TAPIA	2221.42
D357286	MICHAEL W THOMPSON	3283.92	D357287	JOSEPH E TRUJILLO	653.18
D357288	WILLIAM J WHITE	1979.14	D357289	JESSE GUZMAN	1966.71
D357290	MARK M KHALIL	1835.27	D357291	BRETT A MEISLAHN	2256.22
D357292	DOUGLAS A MOORE	1993.33	D357293	ANDREW J MORELAND	566.27
D357294	AUSTIN H POWELL	1873.81	D357295	MELVIN P REED	1516.84
D357296	STEPHEN D SUDDUTH	1239.86	D357297	TIMOTHY WALLINGFORD	2193.13
D357298	SOUHELIA K GOUNTOUA	1969.67	D357299	ALBERT J HOLMON III	3300.16
D357300	VICTOR T BLAS	2187.43	D357301	FRANK X DE LA ROSA	1740.24
D357302	JOSE GOMEZ	2311.04	D357303	MICHAEL V GUERRERO	1368.99
D357304	BRENT W HAYES	3273.05	D357305	FRANK D HOWENSTEIN	2276.49
D357306	ALLEN G KIRZHNER	2971.27	D357307	BRANDON S NUNES	1233.76
D357308	STEPHEN PORRAS	2714.13	D357309	JESSE VIRAMONTES	1677.29
D357310	JOHN ZAVALA	2039.86	D357311	YOLANDA A ALVARADO	81.79

**** PAGE TOTAL = 167353.70

D357312	STEPHANIE AMBRIZ	338.53	D357313	REBECCA J BAILOR	326.37
D357314	JOSUE BARREIRO MENDOZA	1311.87	D357315	DYLAN J BOGGAN	297.46
D357316	MEGAN M CALDERON	13.93	D357317	RACHEL M CAMARENA	1919.41
D357318	RENE CAMARENA	1711.16	D357319	VICTORIA M CASILLAS	1786.53
D357320	RACHAEL M CHOATE	319.22	D357321	AMANDA D CROSS	1621.77
D357322	GISELL L CRUZ	659.73	D357323	KENNETH E CUMMINGS	1026.04
D357324	MARLY DELGADO CHAVEZ	403.97	D357325	GABRIELA DIAZ	792.91
D357326	GRISELL V EVERASTICO	519.87	D357327	MARK C FREEMAN	2818.96
D357328	JARED D GARCIA	550.83	D357329	VANESSA L GARCIA	99.15
D357330	JACOB R GRANT	2273.44	D357331	LAUREN E HULL	415.09
D357332	KALYSTA N LOPEZ	337.58	D357333	ELAINE M MA'AE	2758.32
D357334	JOHANA L MALDONADO	280.85	D357335	LORENA OCHOA MCINTYRE	1671.80
D357336	JESUS MEDINA	1697.80	D357337	JUAN MEDINA	2029.29
D357338	JOHN A MONTANCHEZ	4441.09	D357339	KIRSTEN K NAKAISHI	664.53
D357340	GINA D NECCO	358.77	D357341	JACOB J NEELY	438.32
D357342	NOEL N NICHOLAS	1070.74	D357343	JENNIFER GODDARD NYE	3042.47
D357344	GABRIELA O'CADIZ-HERNAND	2882.45	D357345	NANCY A OCAMPO	99.15
D357346	STEPHANIE ORTIZ	246.20	D357347	CHRISTIAN PANGAN	371.47
D357348	JANET E PELAYO	3203.13	D357349	JESUS PEREZ	437.14
D357350	ALEXA PRADO	287.54	D357351	SHADY S PUALLOA	481.10
D357352	SUGEIRY REYNOSO	2442.78	D357353	MARINA Y ROMERO	1859.27
D357354	MARIA D ROSALES	517.82	D357355	TANYA ROSAS	356.92
D357356	DIANA SALDIVAR	395.67	D357357	RICARDO SALDIVAR	601.16
D357358	DANA MARIE SAUCEDO	2025.52	D357359	EMERON J SCHLUMBERGER	950.05
D357360	KENNETH P TRAVIS III	502.19	D357361	CLAUDIA VALDIVIA	2797.11
D357362	JEFFREY VAN SICKLE	2130.45	D357363	DAISY O VENCES	227.15
D357364	JOSHUA VENCES	262.04	D357365	PAUL E VICTORIA	1254.60
D357366	JACOB D VIRAMONTES	449.11	D357367	TIFFANY D VU	121.19
D357368	DAVID M WILMES	345.64	D357369	MORRIS B SPELL	3817.44
D357370	GRANT A NOBLE	1478.80	D357371	THOMAS R DARE	5786.16
D357372	CAROLE A KANEGAE	2194.56	D357373	VINCENTE J VAICARO	4892.75
D357374	KRISTEN A BACKOURIS	1643.13	D357375	SHARON S BAEK	1960.01
D357376	RAY E BEX	4129.89	D357377	GENA M BOWEN	1855.33
D357378	JESENIA CAMPOS	1891.92	D357379	AMIR A EL-FARRA	4353.88
D357380	HELENA ELSOUSOU	1966.29	D357381	PATRICK E GILDEA	4107.89
D357382	AI KELLY HUYNH	1933.12	D357383	KEIRA LONG	1810.28
D357384	JOHN E REYNOLDS	4242.93	D357385	ASHLEY C ROJAS	1542.17
D357386	REYNA ROSALES	1729.60	D357387	MICHAEL J VISCOMI	7029.93
D357388	GIOVANNI ACOSTA	2307.74	D357389	PEDRO R ARELLANO	18784.96
D357390	TIMOTHY R ASHBAUGH	2409.70	D357391	ALFREDO R AVALOS	4285.54
D357392	COLLIN E BAKER	1932.24	D357393	RENE BARRAZA	4460.52
D357394	BEAU A BERENGER	3692.17	D357395	RYAN S BERLETH	1960.81
D357396	SUMMER A BOGUE	2302.86	D357397	RENZO CHUMBE	1969.46
D357398	GARY L COULTER	3156.03	D357399	CHARLIE DANIELEY III	1815.71
D357400	ISAAC DAVILA	2172.75	D357401	BROC D DUDLEY	2186.65
D357402	STEPHEN C ESTLOW	1426.85	D357403	JESUS FAJARDO	2574.22
D357404	HECTOR FERREIRA JR	2669.16	D357405	KARI A FLOOD	2409.13
D357406	ROBERT D FRESENIUS	2044.41	D357407	JASON S FULTON	2393.56

**** PAGE TOTAL = 188565.20

D357408	JOSEPH P GROSS JR	3087.89	D357409	TRAVIS J HADDEN	2227.74
D357410	TROY HALLER	4221.70	D357411	JASON A HOWARD	2659.85
D357412	KIRK P HURLEY	1926.76	D357413	NICKOLAS K JENSEN	2636.35
D357414	VICTORIA A JORDAN	2046.29	D357415	EDWARD K KIM	2231.11
D357416	TIMOTHY P KOVACS	7197.13	D357417	MARK A LORD	4606.47
D357418	JORGE L MAZON	3251.96	D357419	BRYAN J MEERS	6644.98
D357420	JEREMY N MORSE	2831.92	D357421	MITCHEL S MOSSER	2701.12
D357422	AARON S NELSON	3167.23	D357423	JASON S PERKINS	5741.34
D357424	PHILLIP H PHAM	2483.60	D357425	COREY T POLOPEK	2571.13
D357426	SINDY RAMIREZ OROZCO	2574.64	D357427	JOHN E RANEY	3931.22
D357428	THOMAS S REED	2937.83	D357429	DANIELLE E RIEDL	2485.68
D357430	CHRISTIN E ROGERS	2858.58	D357431	AARON T SHIPLEY	3070.64
D357432	SHAYLEN L SIMONS	2256.69	D357433	EDGAR VALENCIA	3245.66
D357434	ROYCE C WIMMER	7066.21	D357435	SARAH A WRIGHT	2212.92
D357436	COLE A YNIGUEZ	2552.54	D357437	MARCOS R ALAMILLO	2929.42
D357438	RICHARD A ALVAREZ-BROWN	2884.21	D357439	BOBBY B ANDERSON	2860.65
D357440	JOHN F BANKSON	3192.51	D357441	JOSHUA K BEHZAD	2376.89
D357442	EVAN S BERESFORD	25126.46	D357443	JEFFREY A BROWN	4385.63
D357444	JOHN CASACCIA II	10253.37	D357445	JUAN C CENTENO	3990.34
D357446	JEROME L CHEATHAM	2767.46	D357447	HAN J CHO	3357.82
D357448	BRIAN M CLASBY JR	2978.87	D357449	JULIO C CORTEZ	2674.07
D357450	JUAN L DELGADO JR	3568.22	D357451	KEVIN DINH	2866.86
D357452	OTTO J ESCALANTE	4526.42	D357453	JOSHUA N ESCOBEDO	3217.20
D357454	MICHELLE N ESTRADA-MONSA	2940.16	D357455	GEORGE R FIGUEROA	1386.67
D357456	BRIAN C GIRGENTI	3339.61	D357457	SEAN M GLEASON	3085.56
D357458	EFRAIN A JIMENEZ JR	3060.45	D357459	CODY M JOHNSON	2108.71
D357460	ROBERT J KIVLER	1678.23	D357461	ARION J KNIGHT	2869.91
D357462	PETER M KUNKEL	3002.23	D357463	RAPHAEL M LEE	533.71
D357464	ERICK LEYVA	21578.28	D357465	RAFAEL LOERA JR	3367.37
D357466	JESSE A LUCATERO	2427.80	D357467	ROBERTO MACHUCA	2745.74
D357468	TAYLOR A MACY	2649.42	D357469	GIANLUCA F MANIACI	3445.05
D357470	NATHAN D MORTON	3108.62	D357471	PATRICK W MURPHY	2053.65
D357472	PATRICK J MUSCHETTO	2699.43	D357473	JEFFREY C NGUYEN	2914.00
D357474	JOSHUA T OLIVO	3570.68	D357475	STEVEN TRUJILLO ORTIZ	2253.74
D357476	OMAR F PEREZ	2082.21	D357477	DANIEL RODRIGUEZ	2379.58
D357478	ERIC T RUZIECKI	4860.26	D357479	SEAN M SALAZAR	2695.56
D357480	ROBERT M STEPHENSON III	5319.11	D357481	JOHN J YERGLER	2769.99
D357482	PAUL W ASHBY	3234.38	D357483	RYAN V BUSTILLOS	2933.07
D357484	THOMAS A CAPPS	2173.03	D357485	MICHAEL K ELHAMI	2960.21
D357486	AUSTIN C LAVERTY	23413.69	D357487	DANNY J MIHALIK	2670.95
D357488	JASON M MURO	4372.27	D357489	RON A REYES	2850.15
D357490	ROCKY F RUBALCABA	3962.81	D357491	LINO G SANTANA	4338.53
D357492	CHRISTOPHER M EARLE	4014.79	D357493	BENJAMIN M ELIZONDO	6051.49
D357494	KRISTOFER D KELLEY	2446.54	D357495	NICHOLAS A LAZENBY	2929.93
D357496	CHARLES H LOFFLER	3601.88	D357497	BRADLEY A LOWEN	2403.18
D357498	LUIS F RAMIREZ	3085.62	D357499	RYAN R RICHMOND	9320.69
D357500	GAREY D STAAL	3199.38	D357501	AARON J COOPMAN	3590.62
D357502	MICHAEL E GERDIN	2954.31	D357503	DONALD J HUTCHINS	4063.60

**** PAGE TOTAL = 378880.43

D357504	JASON L JOHNSON	3665.47	D357505	RYAN M LUX	3200.77
D357506	RAUL MURILLO JR	3520.44	D357507	COURTNEY P ALLISON	2685.90
D357508	LISA A BELTHIUS	492.12	D357509	RANDY G CHUNG	265.20
D357510	ADAM B COUGHRAN	117.85	D357511	CHRISTOPHER C DOVEAS	374.60
D357512	DANIEL S EDWARDS	668.26	D357513	EDUARDO C LEIVA	4910.10
D357514	JOHN O OJEISEKHOBIA	320.95	D357515	JOSEPH D VARGAS	242.67
D357516	CARL J WHITNEY	3203.28	D357517	ANDREW N BUI	407.24
D357518	TANNER C DE PADUA	294.86	D357519	JOSEPH A GARCIA	482.29
D357520	SERGIO J JIMENEZ TAVAREZ	328.71	D357521	KENTON TRAN	196.67
D357522	CALEB I VAUGHN	377.79	D357523	TYLER D VU	396.61
D357524	FRANCISCO AVALOS JR	1770.64	D357525	KAREN D BRAME	929.78
D357526	KENNETH L CHISM	1991.44	D357527	DARRYL B CORTEZ JR.	1730.12
D357528	PAUL E DANIELSON	797.71	D357529	TAYLOR M DUARTE	1728.24
D357530	ANDREW N EARP	1738.32	D357531	KORY C FERRIN	8883.72
D357532	JAMES D FISCHER	1156.29	D357533	VICTORIA M FOSTER	1319.51
D357534	KYLE N HALEY	1728.24	D357535	CHAD B KIM	1845.91
D357536	KENNETH E MERRILL	522.68	D357537	MICHAEL A MOSER	1690.26
D357538	EMMANUEL PEREZ	1513.73	D357539	DOUGLAS A PLUARD	11697.93
D357540	JOSEPH A T PURSLEY	1941.66	D357541	LUIS A QUIROZ	1728.24
D357542	ALFREDO SALGADO JR.	1728.24	D357543	CHARLES W STARNES	4065.57
D357544	SAMUEL K TOMA	1730.12	D357545	DON Q TRAN	1728.24
D357546	TUONG-VAN NGUYEN VU	1745.46	D357547	RICHARD O BURILLO	5242.91
D357548	FLOR DE LIS ELIZONDO	1336.32	D357549	PATRICIA C FLINN	2484.97
D357550	RAQUEL D MATA	1029.50	D357551	REBECCA S MEERS	3502.63
D357552	JONATHAN B WAINWRIGHT	3587.98	D357553	DAVID C YOUNG	3498.32
D357554	MARIA A ALCARAZ	2138.01	D357555	MARIA S ATWOOD	1495.35
D357556	BRITTANEE N BRANTNER	1863.45	D357557	CARISSA L BRUNICK	1713.59
D357558	TAMMY L CHAURAN-HAIGROV	2435.21	D357559	RUSSELL B DRISCOLL	1602.58
D357560	VERONICA FRUTOS	1083.93	D357561	DAVID L GEORGE	2516.04
D357562	PINKY C HINGCO	2487.16	D357563	DANNY G JUAREZ	1400.99
D357564	SHELBY KEULLIAN	1655.71	D357565	ALLYSON T LE	1707.62
D357566	ANGELA LEDESWA	2120.44	D357567	LINDALINH THU LY	1562.86
D357568	MARIA C MCFARLANE	1955.29	D357569	DAWN M MONTOYA	1622.71
D357570	TRINA T NGUYEN	1760.29	D357571	DEBRA J NICHOLS	2396.32
D357572	JENNIFER V ROMBOUGH	2456.50	D357573	KIMBRA S VELLANOWETH	2143.22
D357574	CHRISTAL L WEYKER	1507.95	D357575	DUO XU	482.87
D357576	SHANNON M YELENSKY	1716.99	D357577	JENNIFER A DIX	2327.99
D357578	KATHERINE M FRANCISCO	1980.19	D357579	AMANDA B GARNER	2178.60
D357580	ARCHIE GUZMAN	2218.75	D357581	LAUREN M LADD	1916.39
D357582	ROBERT D LUX	3244.30	D357583	MELISSA MENDOZA-CAMPOS	2464.63
D357584	BRANDY J PARK	2472.01	D357585	CRISTINA V PAYAN	2161.64
D357586	JENNIFER M RODRIGUEZ	2333.04	D357587	TANYA L SAMOFF	3055.95
D357588	SUSAN A I SEYMOUR	2571.73	D357589	NICOLE D SHORROW	3365.66
D357590	DANNY J SOSEBEE	59.56	D357591	MARSHA D SPELLMAN	2925.79
D357592	SPENCER T TRAN	3210.26	D357593	SANTA WARDLE	1417.03
D357594	CHERYL L WHITNEY	2440.10	D357595	CLAUDIA ALARCON	9935.19
D357596	DANIEL A CAMARA	2436.02	D357597	BRIAN D DALTON	12682.39
D357598	NICHOLAS A DE ALMEIDA LO	5448.82	D357599	RICHARD E DESBIENS	2109.00

**** PAGE TOTAL = 219326.58

D357600	JAMES D FRANKS	2999.29	D357601	PETE GARCIA	3036.43
D357602	ROBERT J GIFFORD	2857.90	D357603	STEVEN H HEINE	1553.70
D357604	JOSE D HERRERA	3189.93	D357605	WILLIAM T HOLLOWAY	8276.89
D357606	THI A HUYNH	3416.13	D357607	MICHAEL J JENSEN	4693.71
D357608	GERALD F JORDAN	2680.52	D357609	PATRICK R JULIENNE	3751.93
D357610	JOSEPH L KOLANO	2201.73	D357611	LEA K KOVACS	2811.79
D357612	DEREK M LINK	10988.78	D357613	DAVID LOPEZ	2561.47
D357614	STEVEN W LUKAS	1504.53	D357615	MATTHEW P MARCHAND	3503.75
D357616	MARIO MARTINEZ JR	4856.43	D357617	ADAM C NIKOLIC	4151.70
D357618	LUIS A PAYAN	3445.19	D357619	TERRA M RAMIREZ	2185.68
D357620	CHRISTOPHER M SHELIGREN	2732.54	D357621	BRIAN T STROUD	3057.03
D357622	PAUL M TESSIER	3206.36	D357623	DENNIS WARDLE	3341.70
D357624	ADAM D ZMIJA	11910.74	D357625	RONALD A DOSCHER	536.17
D357626	ERIC A QUINTERO	2191.63	D357627	JANNA K BRADLEY	2575.89
D357628	MARY C CERDA	1999.11	D357629	BRANDI M HART	555.53
D357630	SUSAN A HOLSTEIN	179.12	D357631	LIANE Y KWAN	3083.85
D357632	JANY H LEE	3536.06	D357633	ZENIA M LOPEZ	2155.61
D357634	SHERILL A MEAD	2186.58	D357635	STEPHANIE E RICHARDS	1835.96
D357636	CAITLYN M STEPHENSON	1786.56	D357637	LAURA J STOVER	5396.52
D357638	ANNA L GOLD	1695.12	D357639	KATRENA J SCHULZE	508.90
D357640	MATTHEW T SWANSON	1702.37	D357641	ANTHONY VALENZUELA	1425.66
D357642	CANDY G WILDER	1953.56	D357643	STEVEN F ANDREWS	2133.53
D357644	TERENCE S CHANG	2325.90	D357645	VERNA L ESPINOZA	1861.15
D357646	CESAR GALLO	2552.79	D357647	ERNIE E HINGCO	1708.16
D357648	GEOFFREY A KLOESS	3110.46	D357649	RACHOT MORAGRAAN	3530.62
D357650	NOEL J PROFFITT	3141.14	D357651	ANAND V RAO	5039.36
D357652	JOSEPH M SCHWARTZ	2337.82	D357653	ROD T VICTORIA	2197.91
D357654	TERREL KEITH WINSTON	3467.41	D357655	POLICE ASSN	15792.23
D357656	SO CAL CU	46380.00	D357657	SOUTHLAND CU	4231.94
W2646	GREAT WEST LIFE 457 #340	91713.91	W2647	GREAT WEST LIFE OBRA#340	2309.46
W2648	INTERNAL REVENUE SERVICE	310026.22	W2649	EMPLOYMENT DEVELOPMENT D	98458.68

*** PAGE TOTAL = 736538.74

TOTAL CHECK PAYMENTS	21	24,379.20
TOTAL DIRECT DEPOSITS	613	1,564,967.59
TOTAL WIRE PAYMENTS	4	502,508.27
GRAND TOTAL PAYMENTS	638	2,091,855.06

Checks #183776 thru #183796, and Direct Deposits #D356647 thru #D357657, and wire #W2646 thru #W2649 presented in the Payroll Register submitted to the Garden Grove City Council 26 NOV 2019, have been audited for accuracy and funds are available for payment thereof.


PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Approval of a Purchase and Sale Agreement of the vacated portion of Brady Way and Maintenance Agreement for the remaining portion of the street. (<i>Action Item</i>)		
		Date:	11/26/2019

OBJECTIVE

For the City Council to approve two agreements with Rexford Industrial Realty, LP (Rexford) for the sale of the vacated portion of Brady Way and the maintenance for a term of ten years for the remaining portion of the street south of Stanford.

BACKGROUND

On September 24, 2019, the City Council adopted Resolution No. 9590-19 vacating the southern portion of Brady Way consisting of approximately .94 acres. Rexford owns the parcel adjacent to the vacated portion of Brady Way located at 12821 Knott Street.

Street and Highways Code 8356 authorizes the City to sell and convey vacated portions of a street to the property owner of the adjacent parcel in cases such as the present case where the street that was vacated was previously part of a street that has been vacated. Rexford will use the vacated portion of Brady Way to extend its adjacent property at 12821 Knott Street and use it for parking and landscaping to facilitate the expansion of the existing industrial building on the property.

DISCUSSION

The City and Rexford have negotiated a purchase price based on \$22 per square foot. In addition, Rexford has agreed for a period of 10 years to install and maintain the landscaping on the remaining northern portion of Brady Way like-for-like the landscaping improvements on vacated portion as it will be developed per the land use approvals associated with the expansion of the building at 12821 Knott street. Rexford will also maintain the pavement of the remaining northern portion of Brady Way for the same 10-year period. The City will reimburse Rexford for the construction and maintenance

costs. All work and cost estimates will be reviewed and approved by the Public Works Director before any work is performed.

The attached purchase and sale agreement memorializes the property disposition transaction. The attached agreement for construction and maintenance memorializes the maintenance of the remaining portion of Brady Way.

FINANCIAL IMPACT

The disposition of the vacated portion of Brady Way will generate \$900,020.00 in income to the City. The maintenance costs of the remaining portion of Brady Way are not yet known.

RECOMMENDATION

It is recommended that the City Council:

- Approve the purchase and sale agreement and joint escrow instruction for the sale of the vacated portion of Brady Way, in the amount of \$900,020.00, to Rexford Industrial Realty, LP.
- Approve the agreement for construction and maintenance of landscaping and street paving for the remaining portion of Brady Way, south of Stanford to the southern property line.
- Authorize the City Manager to execute the agreements and to approve modifications that are deemed necessary, and to execute all other documents necessary to close the real property transfer.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Purchase and Sale Agreement	11/20/2019	Agreement	Rexford_Purchase_and_Sale_Agreement-Brady_Way.docx
Maintenance Agreement	11/20/2019	Agreement	Brady_Way_Construction_and_Maintenance_License_Agreement.docx
Property Exhibit	11/20/2019	Backup Material	Exhibit_B-Graphic_Depiction-sheet_2.PDF

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

REXFORD INDUSTRIAL REALTY, LP

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Exhibit A - Legal Description

Exhibit B – Right of Entry Agreement

Exhibit C - Grant Deed

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** ("Agreement") is made this ____ day of _____, 2019 (the "**Effective Date**"), by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("**City**" or "**Seller**"), and **REXFORD INDUSTRIAL REALTY, L.P.**, a Maryland limited partnership ("**Buyer**"), for the acquisition by Buyer of certain real property described below. Buyer and Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties."

RECITALS

A. City is the owner of real property consisting of approximately 0.94 acres, which is commonly known as the southern portion of recently-vacated Brady Way, vacated as of September 24, 2019, per Garden Grove City Council Resolution No. 9590-19, in the City of Garden Grove, California, which is more particularly described in **Exhibit A** attached hereto and made a part hereof, and all appurtenances thereof, including easements relating thereto (in the aggregate, the "**Property**").

B. This vacated portion of Brady Way was formerly part of Knott Street, which was relocated by CalTrans when it widened the 22 Freeway in 1966.

C. Buyer is the owner of the real property adjacent to the Property and Street and Highways Code 8356 authorizes the City to sell and convey the Property to the owner of the adjacent property in cases such as the present case where the street that was vacated was previously part of a street that has been relocated.

D. City wishes to convey the Property to Buyer, and Buyer wishes to purchase the Property from the City, in accordance with the terms and conditions set forth in this Agreement.

E. The Parties have agreed to a purchase price for the Property, which equals or exceeds the appraised fair market value of the Property.

AGREEMENT

NOW, THEREFORE, City and Buyer hereby agree as follows:

1. Agreement to Sell and Purchase.

Subject to and in accordance with the terms and conditions hereinafter set forth, City agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from City, upon the terms and for the consideration set forth in this Agreement.

2. **Opening and Close of Escrow and Other Pertinent Dates.**

2.1 **Opening of Escrow; Escrow Agent.** Promptly after execution of this Agreement, the parties shall promptly open escrow (the "**Escrow**") at Commerce Escrow, 1055 Wilshire Boulevard, Suite 1000, Los Angeles, California 90017 ("**Escrow Agent**"), Attention: Robert Minsky, Facsimile: (213) 201-5190, Email: rminsky@comescrow.com, or another escrow company mutually agreeable to the Parties.

2.2 **Due Diligence Date.** The "**Due Diligence Date**" shall mean the date that is fourteen (14) calendar days from the Effective Date, or such extended date mutually agreed upon by the Parties. In the event the Parties mutually agree to extend the Due Diligence Date to a date more than fourteen (14) calendar days from the Effective Date, Buyer may be obligated to deposit additional funds into Escrow in accordance with Subsection 3.1 below before any such extension of the Due Diligence Date becomes effective.

2.3 **Due Diligence Period.** The "**Due Diligence Period**" shall mean the period commencing on the Effective Date and continuing until the Due Diligence Date.

2.4 **Close of Escrow.** The "**Close of Escrow**" shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Orange County Recorder.

2.5 **Outside Closing Date.** Unless extended by mutual agreement of the Parties in writing, the Close of Escrow shall occur on or before December 2, 2019 (the "**Outside Closing Date**"). In the event the Close of Escrow does not occur by the Outside Closing Date, either Party that is not in default hereunder shall be entitled to cancel Escrow and terminate this Agreement, in which case the Escrow Agent shall release to the depositor thereof all documents, instruments, and monies for escrow charges which were deposited hereunder. The foregoing shall not constitute an election of remedies for a non-defaulting Party if the other Party wrongfully fails to close Escrow. Except as provided in Section 18.1 hereof, the full amount of the Down Payment (as defined in Section 3.1 below), together with any interest accrued thereon, shall be returned to Buyer upon the termination of this Agreement.

3. **Consideration for Conveyance of Property.**

As consideration for City's conveyance of the Property to Buyer pursuant to this Agreement, Buyer shall pay City the sum of Nine Hundred Thousand Twenty Dollars (\$900,020.00) ("**Purchase Price**"). The Purchase Price and other consideration shall be paid as follows:

3.1 **Down Payment.** Within five (5) business days after the opening of Escrow, Buyer shall deposit into Escrow with the Escrow Agent a down payment in the amount of Twenty-Six Thousand Two Hundred Eight Dollars (\$26,208) in immediately available funds (the "**Down Payment**"). In the event Buyer fails to timely deliver the Down Payment to the Escrow Agent, this Agreement may be terminated by Seller upon written notice to Buyer in which case this Agreement shall be of no further force and effect. In addition, Buyer understands and agrees that, in the event Buyer requests, and City agrees, that the Due Diligence Date be extended to a date that is more than fourteen (14) calendar days from the Effective Date,

as a condition precedent to the Due Diligence Date being extended, Buyer may be obligated to deposit such additional amount with Escrow Agent as required to increase the amount of the Down Payment to Thirty-Four Thousand Nine Hundred Forty-Four Dollars (\$34,944), before the extension of the Due Diligence Period takes effect. The Down Payment shall be invested in an interest-bearing account and all interest earned thereon shall accrue to Buyer's benefit. The Down Payment and all accrued interest shall be applied to the Down Payment at the Close of Escrow.

3.2 **Balance of Purchase Price.** Prior to the Close of Escrow, Buyer shall deposit into Escrow the balance of the Purchase Price and its share of closing costs in immediately available funds.

4. **Title and Title Insurance.**

4.1 Buyer shall order a title insurance commitment for an American Land Title Association ("ALTA") Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price ("**Title Commitment**") from Chicago Title Company ("**Title Company**") Mike Slinger; 725 South Figueroa Street, Suite 200, Los Angeles, California 90017; email: mike.slinger@ctt.com; facsimile: (213) 612-4133. Seller shall pay for the cost of the Title Commitment. If Buyer desires an ALTA Extended Coverage Owner's Policy of Title Insurance, Buyer shall order such policy and pay the cost difference between the ALTA Standard Coverage Policy and ALTA Extended Coverage Policy. Should Buyer elect to obtain a survey, Buyer shall do so at its own expense.

4.2 Buyer shall have five (5) business days after receipt of a preliminary title report from Title Company to give written notice to City of Buyer's approval or disapproval of any exceptions to title identified in the preliminary title report or subsequently reported by the Title Company ("**Exceptions**"). No reversionary interests, deeds of trust, mortgages or other liens, except for the lien of property taxes and assessments not yet due, shall be approved Exceptions. If Buyer notifies City of its disapproval of any Exceptions, City shall have the right, but not the obligation, to remove any disapproved Exceptions within ten (10) business days after receiving written notice of Buyer's disapproval or provide assurances satisfactory to Buyer that such Exceptions will be removed on or before the Close of Escrow. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Buyer shall have ten (10) business days after receiving written notice of Seller's election to either give the City written notice that Buyer elects to proceed with the purchase of the Property subject to the disapproved Exceptions or to terminate this Agreement pursuant to Section 5.1. Buyer's failure to give written disapproval of any Exceptions within such time limit and/or to terminate the Agreement by any agreed Due Diligence Date shall be deemed approval of such Exceptions and conclusive evidence of Buyer's willingness to accept title subject to such Exceptions.

Notwithstanding the foregoing, in the event the Title Company reports an additional Exception following the Buyer's approval of exceptions to title, which Exception was not previously identified in the preliminary title report or reported by the Title Company ("**Additional Exception**"), Buyer shall have five (5) business days after receiving notice of such Additional Exception to give written notice to City of Buyer's approval or disapproval thereof. Buyer's failure to give written disapproval of any such Additional Exception within

such time limit shall be deemed approval of such Additional Exception and conclusive evidence of Buyer's willingness to accept title subject to such Additional Exception, except that no deeds of trust, mortgages or other liens, except for the lien of property taxes and assessments not yet due, shall be approved Exceptions. If Buyer notifies City of its disapproval of any such Additional Exception, City shall have the right, but not the obligation, to remove such disapproved Additional Exception or provide assurances satisfactory to Buyer that such Additional Exception will be removed on or before the Close of Escrow. If City cannot or does not elect to remove any disapproved Additional Exception prior to the Close of Escrow, Buyer shall be entitled to terminate this Agreement by sending written notice of termination to Seller, in which case this Agreement shall terminate, the Down Payment (less any escrow cancellation charges) shall be returned to Buyer, and the Parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement.

4.3 **Title Insurance Policy.** Escrow Agent shall, following recording of the Grant Deed, provide Buyer with, at Buyer's request, either an ALTA Standard Coverage Owner's Policy of Title Insurance or an ALTA Extended Coverage Owner's Policy of Title Insurance for the Property issued by the Title Company in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, subject only to the Exceptions approved by Buyer as set forth in Section 4.2 and the printed exceptions and stipulations in the policy, and together with any endorsements required by Buyer ("**Buyer's Title Policy**"). Seller shall pay the premium costs of a standard ALTA policy, and Buyer shall pay for any additional costs related to the issuance of an extended ALTA policy if Buyer elects to purchase such additional coverage, as well any endorsements to the policy requested by Buyer.

5. **Inspections; Due Diligence Period.**

5.1 **Due Diligence Period.** During the Due Diligence Period, Buyer may review the Title Commitment (as defined in Section 4.1) and the Property Information (as defined in Section 5.2) and perform such Due Diligence Activities (as defined in Section 5.3) as Buyer deems appropriate to decide whether the Property is acceptable to Buyer for its intended use, including, but not limited to, evaluation of the physical condition of the Property, determination of the availability of financing, review of applicable zoning requirements, consultation with governmental agencies with permitting authority over Buyer's intended uses of the Property, and review of all easements and rights appurtenant to the Property. All costs and expenses of such inspections, investigations, inquiries, studies, and document reviews shall be borne by Buyer. Buyer's obligation to purchase the Property as herein provided shall be subject to Buyer's approval of the Property in Buyer's sole and absolute discretion. Buyer may terminate this Agreement for any reason (or no reason) on or prior to the Due Diligence Date by sending written notice of termination to Seller, in which case this Agreement shall terminate, the Down Payment (less any escrow cancellation charges) shall be returned to Buyer, and the Parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement. Except as otherwise expressly provided in this Agreement, if Buyer fails to deliver written notice of termination of the Agreement to Seller before the end of the Due Diligence Period, Buyer shall be deemed to have accepted the Property in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition,

the Down Payment (excluding any interest credited to Buyer) shall become non-refundable to Buyer, and Buyer shall be obligated to close the transaction as herein provided.

5.2 **Property Information.** During the Due Diligence Period, Seller shall make available to Buyer copies of any and all information, maps, contracts, reports, plans, documents, and other items relating to the Property that Seller has in its possession, custody or control, excluding any documents deemed by Seller to be proprietary, confidential or privileged, but including, without limitation, architectural, structural, mechanical, and/or electrical plans for the Improvements, all tax bills, if any, applicable to the Property, and all environmental assessments or reports prepared for the Property ("**Property Information**"). If Buyer does not terminate this Agreement on or before the Due Diligence Date, and proceeds with this transaction past the Due Diligence Date, it shall be deemed that Buyer is either satisfied with the Property Information or, in the event Buyer decides not to inspect and/or make copies of the Property Information, that Buyer is not relying on the Property Information in its determination as to whether or not to purchase the Property. If this Agreement is terminated for any reason, Buyer shall promptly return to Seller the Property Information upon request by Seller. The obligations of Buyer pursuant to the foregoing sentence shall survive the termination of this Agreement.

5.3 **Property Inspection and Tests.** Subject to the terms of a Right of Entry and Access Agreement in the form attached hereto as **Exhibit B**, which shall be executed and delivered prior to Buyer's (or its agents') entry onto the Property, Buyer, or its authorized agents, may enter upon the Property at all reasonable times prior to Close of Escrow for the purpose of making Buyer desired inspections, investigations, inquiries, tests, feasibility studies, surveys, assessments and/or reports of the Property, at Buyer's expense ("**Due Diligence Activities**").

5.4 **No Representation or Warranty By Seller.** Buyer acknowledges and agrees that, except as otherwise specifically set forth herein, neither Seller nor any of its respective agents, employees or contractors has made any warranty or representation regarding the condition of the Property.

6. **Escrow Process.**

This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by Buyer and City, constitute the joint escrow instructions of Buyer and City, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. To the extent any inconsistencies between this Agreement and the escrow instructions exist, the terms of this Agreement shall govern.

6.1 **Grant Deed.** Prior to Close of Escrow, City shall execute and deliver into the Escrow a duly executed and acknowledged grant deed ("**Grant Deed**") for the Property, in the form substantially similar to that attached hereto as **Exhibit C** conveying to Buyer all of Seller's interest in the Property.

6.2 **Balance of Down Payment.** Buyer agrees to deposit the balance of the Down Payment upon demand of Escrow Agent, and Buyer and City each agree to deposit with

Escrow Agent any additional instruments and funds as may be necessary to complete this transaction.

6.3 **Insurance.** Insurance policies for fire or casualty are not to be transferred, and City will cancel its own policies after Close of Escrow.

6.4 **Escrow Account.** All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s). All disbursements shall be made by check or wire transfer from such account.

7. **Tax Adjustment Procedure.**

Escrow Agent shall pay and charge City for unpaid delinquent property taxes and/or penalties and interest thereon, if any, and for any delinquent assessments or bonds against the Property due as of the Close of Escrow. Escrow Agent shall prorate property taxes and assessments for the current fiscal year, if any.

8. **Escrow Agent Authorization.**

Seller and Buyer agree that Escrow Agent is authorized to, and shall take the following actions:

8.1 **Escrow Fees and Charges, and Related Costs.** Charge Seller and Buyer fifty percent (50%) each for all Escrow fees, charges, and related costs. All other closing costs and fees shall be allocated in the customary manner accounted for in Orange County, California.

8.2 **Disbursement.** Disburse funds, record the Grant Deed, and deliver the Buyer's Title Policy to Buyer, when conditions of the Escrow have been fulfilled by Buyer and City.

8.4 **Time Limits.** Any and all time limits within which any matter specified herein is to be performed may be extended by mutual agreement of the Parties. Any amendment of, or supplement to, any instructions must be in writing.

8.5 **Escrow Agent Responsibility.** The responsibility of the Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 6, 7, 8, 9 and 10 of this Agreement.

8.6 **Tax Requirements.** Escrow Agent shall prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

8.7 **Transfer Taxes.** To the extent that transfer taxes are applicable to the sale of this Property, City shall be fully responsible for said taxes.

9. **Conditions Precedent to Close of Escrow.**

9.1 **Buyer's Conditions Precedent to Close of Escrow.** The obligation of the Buyer to complete the purchase of the Property is subject to the satisfaction of the following conditions:

(a) The City shall not be in default of any of its obligations under the terms of this Agreement, and all representations of City herein shall be true and correct.

(b) City shall have delivered to Escrow Agent a duly executed and acknowledged Grant Deed as set forth in Section 6.1.

(c) City shall have delivered to Escrow Agent such other documents as are necessary to comply with City's obligations under this Agreement.

(d) Title Company shall have committed to deliver to Buyer the Buyer's Title Policy as required by Section 4.3 hereof.

(e) Buyer shall not have terminated this Agreement except as otherwise specifically permitted by the provisions of this Agreement.

(f) Buyer shall have approved the condition of the Property pursuant to Section 5.1 hereof, and the physical condition of the Property shall be substantially the same at the Close of Escrow as on the date of Buyer's approval of the Property, and no event shall have occurred or any condition have arisen that as of the Close of Escrow materially and adversely affects all or any part of the Property.

(g) Except for public utilities and their facilities thereon, the Property shall be free from all occupants, and no persons shall have any right to occupy the Property as of the Closing.

9.2 **City's Conditions Precedent to Close of Escrow.** The obligation of City to complete the sale of the Property is subject to the satisfaction of the following conditions:

(a) The Buyer shall not be in default of any of its obligations under the terms of this Agreement, and all representations of Buyer herein shall be true and correct.

(b) The Buyer shall have deposited with the Escrow Agent immediately available funds in an amount equal to the balance of the Purchase Price, plus the fees and costs as set forth in Section 8.1, and Buyer's share of the costs for the Buyer's Title Policy.

(c) The Buyer shall have executed all documents required hereunder and delivered such documents to Escrow Agent.

(d) The City shall not have terminated this Agreement except as otherwise specifically permitted by the provisions of this Agreement.

(e) The City shall have approved, in its reasonable discretion, any assignment of this Agreement by Buyer, which assignment occurs prior to the Close of Escrow.

10. Closing Statement.

City instructs Escrow Agent to release a copy of City's closing statement to Buyer, and Buyer instructs Escrow Agent to release a copy of Buyer's closing statement to City, at least two (2) business days prior to the Close of Escrow.

11. Warranties, Representations and Covenants of City.

City hereby warrants, represents, and/or covenants to Buyer that:

11.1 Authority. City is a general law city lawfully existing under the laws of the State of California, and that, as of the Close of Escrow, City will have the full right and authority and will have obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. The execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable in accordance with its terms.

11.2 Pending Claims. Except as previously disclosed to Buyer, to the best of City's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, or affecting Seller's ability to enter into or carry out this Agreement, at law or in equity, before any court or governmental agency, domestic or foreign.

11.3 City's Title. Until the Close of Escrow, City shall not do anything which would impair title to the Property. To Seller's knowledge, there are no other agreements or understandings written or otherwise relating to the Property or title to the Property that are not reflected in the preliminary title report or that were not disclosed by Seller to Buyer.

11.4 Conflict with Other Obligation. To the best of City's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which City or the Property may be bound.

11.5 Bankruptcy. City is not the subject of a bankruptcy proceeding.

11.6 Governmental Compliance. Except as otherwise provided by City as part of the Property Information pursuant to Section 5.2, the City has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation. If any such notice or notices are received by City following the Effective Date, City shall notify Buyer within ten (10) calendar days of receipt of such notice; City then, at its option, may either elect to perform the work or take the necessary corrective action prior to the Close of Escrow or refuse to do so, in which case City shall notify Buyer of such refusal and Buyer

shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement. If, following the receipt of such notice(s), Buyer elects not to close Escrow, then this Agreement and the Escrow shall automatically terminate, the Down Payment shall be returned to Buyer and neither Party shall have any further rights, obligations or liabilities hereunder.

11.7 Right to Possession. Except as otherwise set forth in this Agreement, no person, firm, partnership or corporation other than City will have the right to possess the Property, or any portion of it, as of the Close of Escrow. City shall be responsible for causing all occupants of the Property to vacate prior to the Close of Escrow. City shall cause all personal property to be removed from the Property prior to the Close of Escrow.

11.8 Environmental. To Seller's knowledge, (i) except as otherwise as may be disclosed by the documents provided by Seller to Buyer, there has been no production, storage or disposal at the Property of any Hazardous Materials (as defined in Section 13.1 below); (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property or allowed to pass on, under or through the Property at any time during Seller's ownership of the Property; (iii) Seller and the tenants and permitted occupants of the Property have not violated any laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Property; and (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to any Hazardous Materials on the Property.

11.9 Change of Situation. Until the Close of Escrow, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Buyer. Such exception(s) to a representation shall not be deemed a breach by City hereunder, but shall constitute an exception which Buyer shall have a right to approve or disapprove. If Buyer elects to close Escrow following disclosure of such information, City's representations and warranties contained herein shall be deemed to have been made as of the Close of Escrow, subject to such exception(s). If, following the disclosure of such information, Buyer elects not to close Escrow, then this Agreement and the Escrow shall automatically terminate, the Down Payment shall be returned to Buyer and neither Party shall have any further rights, obligations or liabilities hereunder.

11.10 Limitation. The warranties of Section 12 and this Section 11 are limited by the default and remedies provision of Section 18.

11.11 Limited Representations and Warranties. Except as expressly set forth in this Agreement, Buyer acknowledges and agrees that City has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, verbal or written, past, present or future, of, as to, concerning or with respect to: (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; or

(e) any other matter with respect to the Property. Buyer further acknowledges and agrees that having been given the opportunity to review the Property Information and conduct Due Diligence Activities on the Property, except as set forth in this Agreement, Buyer is relying solely on Buyer's own investigation of the Property and not on any information provided or to be provided by City. Buyer further acknowledges and agrees that any information provided on behalf of City with respect to the Property was obtained from a variety of sources and that, except as set forth in this Agreement, City has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information, Buyer further acknowledges that, except as set forth in this Agreement, the sale of the Property as provided for herein is made on an "As-Is, Where-Is, and With All Faults " condition and basis.

12. **Warranties, Representations, and Covenants of Buyer.**

Buyer hereby warrants, represents, and/or covenants to City that:

12.1 **Authority.** Buyer is a limited partnership organized and validly existing under the laws of the State of Maryland and authorized to do business in and in good standing under the laws of the State of California; this Agreement and all documents executed by Buyer are and at the time of Close of Escrow will be duly authorized, executed and delivered by Buyer and are and at the time of Close of Escrow will be enforceable against Buyer in accordance with their respective terms.

12.2 **No Conflict.** To the best of Buyer's knowledge, Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Buyer is a party or by which it is bound.

12.3 **Bankruptcy.** Buyer is not the subject of a bankruptcy proceeding.

12.4 **Change of Situation.** Until the Close of Escrow, Buyer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to City.

13. **Condition of the Property.**

13.1 **Hazardous Materials.** As used in this Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous

Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

13.2 Compliance with Environmental Laws. To the best of City's knowledge, the City has not received any notice from any governmental agency that the Property is not in compliance with any applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the City of Garden Grove, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus. For the purposes of this Section, "the best of City's knowledge" shall mean the actual knowledge of the employees of the City who manage the Property, and documents in the City's files, and shall not require City to obtain any environmental reports, consult with any environmental professionals, or conduct any testing of the soils or groundwater on the Property.

13.3 As-Is Sale. Except as otherwise expressly provided in this Agreement, the physical condition, possession or title of the Property is and shall be delivered from City to Buyer in an "as-is, where-is, and with all faults" condition, with no warranty expressed or implied by City, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the use or development purposes intended hereunder.

Except as otherwise expressly provided in this Agreement, the Buyer, on behalf of itself and its successors and assigns, hereby waives, releases and discharges forever the City and its employees, elected and appointed officials, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Property, and any Hazardous Materials on the Property, however they came to be placed there, except that arising out of the negligence of City, or its misconduct.

The Buyer, on behalf of itself and its successors and assigns, acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

As such relates to this Section 13.3, the Buyer, on behalf of itself and its successors and assigns, hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Buyer's Initials

Buyer's Initials

14. **Loss or Damage to Property.**

Risk of loss resulting from any material condemnation or eminent domain proceeding which is commenced or has been threatened before the Close of Escrow, and risk of loss to the Property due to fire, flood or any other cause before the Close of Escrow, shall remain with Seller. If before the Close of Escrow the Property or any portion thereof shall be materially damaged, or if the Property or any material portion thereof shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall notify Buyer of such occurrence and Buyer may terminate this Agreement by written notice to Seller given promptly after Buyer receives notice of the damage or taking from Seller, in which event the Down Payment and all interest accrued thereon shall be returned to Buyer. If Buyer elects to close escrow and proceed with the Agreement notwithstanding the casualty or condemnation, Seller hereby assigns any insurance, just compensation or other proceeds to Buyer.

15. **Broker Commissions.**

Buyer and Seller each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Each Party agrees to and does hereby indemnify and hold the other free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party in connection with this Agreement.

16. **Attorney's Fees.**

In the event any declaratory or other legal or equitable action is instituted between the Parties in connection with this Agreement, then as between Buyer and City, the prevailing Party shall be entitled to recover from the losing Party all of its costs and expenses, including court costs and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

17. **Notices.**

Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in

person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each Party set forth below, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given 24 hours after the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal.

If to City:	City of Garden Grove 11222 Acacia Parkway Garden Grove, California 92840 Attn: Scott C. Stiles, City Manager Phone: (714) 741-5100 Fax: (714) 741-5044 Email: sstiles@ggcity.org
With a copy to:	Woodruff, Spradlin & Smart 555 Anton Boulevard, Suite 1200 Costa Mesa, California 92626 Attn: Omar Sandoval Phone: (714) 415-1049 Fax: (714) 415-1149 Email: osandoval@wss-law.com
If to Buyer:	REXFORD INDUSTRIAL REALTY, INC. 11620 Wilshire Blvd., 10 th Floor Los Angeles, CA 90025 Attn: Legal Department Phone: (424) 256-2086 Fax: (310) 954-9876 Email: dlanzer@refordindustrial.com
With a copy to:	Bradley D. Pierce, Esq. PIERCE LAW FIRM A Professional Corporation 1440 N. Harbor Blvd., Suite 900 Fullerton, California 92835 Phone: (714) 449-3333 Fax: (714) 449-3337 Email: BPierce@piercefir.com
If to Escrow Agent:	Commerce Escrow 1055 Wilshire Boulevard, Suite 1000

Los Angeles, California 90017
Attn: Robert Minsky
Fax: (213) 201-5190
Email: rminsky@comescrow.com

Any Party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

18. **Default/Remedies.**

18.1 **Default by Buyer.**

IN THE EVENT ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT UNDER THIS AGREEMENT BY BUYER (ALL CONDITIONS TO SELLER'S OBLIGATIONS HAVING BEEN SATISFIED OR WAIVED BY BUYER), SELLER SHALL BE ENTITLED, AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, TO TERMINATE THIS AGREEMENT AND RETAIN TWENTY-SIX THOUSAND TWO HUNDRED EIGHT DOLLARS (\$26,208), THE DOWN PAYMENT AS LIQUIDATED DAMAGES. BUYER SHALL NOT BE IN DEFAULT UNDER THIS AGREEMENT UNLESS SELLER FIRST PROVIDES TO BUYER WRITTEN NOTICE OF DEFAULT AND BUYER, THEREAFTER, FAILS WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE OF DEFAULT TO EITHER CURE SUCH DEFAULT OR DILIGENTLY COMMENCE SUCH ACTIONS REASONABLY NECESSARY TO CURE SUCH DEFAULT WITHIN SUCH FIVE (5) BUSINESS DAY PERIOD, AND THEREAFTER, CURES SUCH DEFAULT NOT LATER THAN FIFTEEN (15) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE OF DEFAULT OR WITHIN A COMMERCIALY REASONABLE TIME IF SUCH DEFAULT CANNOT BE CURED WITHIN FIFTEEN (15) BUSINESS DAYS. THE ABOVE-DESCRIBED \$26,208 DOWN PAYMENT SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH HEREOF BY BUYER. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT. FURTHER, UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, BUYER AND SELLER AGREE THAT THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS PARAGRAPH REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WILL INCUR AS A RESULT OF SUCH FAILURE;

PROVIDED, HOWEVER, THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. IN ADDITION, BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS

BUYER'S INITIALS

18.2 Default by Seller. If Seller defaults in its obligation to sell and convey the Property to Buyer pursuant to this Agreement, Buyer's sole remedy shall be to elect one of the following: (a) terminate this Agreement, in which event Buyer shall have the right to have the Escrow Agent deliver the Down Payment to Buyer; or (b) file a civil action for specific performance. Seller specifically acknowledges that the Property is unique. Seller agrees that, in the event that Seller breaches this Agreement and Buyer seeks specific performance as a remedy and/or records a *lis pendens* in connection therewith, Seller will not challenge such specific performance or seek to expunge a *lis pendens* based upon the adequacy of other remedies available to Buyer. The foregoing shall not limit any other remedies available to Buyer at law or in equity.

In addition, notwithstanding any other provision of this Agreement, should this Agreement be invalidated for any reason by a third party legal action, Buyer shall have no legal recourse for damages or other legal or equitable remedy other than to be excused from performance of the Agreement. In the event a third party legal action challenging the validity or approval of this Agreement is filed against Seller prior to the Close of Escrow, at Seller's option, Seller may terminate this Agreement without penalty, in which event Buyer shall be entitled to have the Escrow Agent deliver the Down Payment to Buyer.

18.3 Survival and Limitation for Breach of any Seller Warranty. The representations and warranties of Buyer and Seller contained herein shall survive the Close of Escrow for a period of nine (9) months (the "**Survival Period**") and any claim for breach thereof must be commenced, if at all, within the Survival Period.

19. **Entire Agreement.**

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

20. **Captions.**

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

21. **Governing Law and Venue.**

This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.

22. **Counterparts.**

This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

23. **Invalidity of Provision.**

If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

24. **Waiver.**

The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future.

25. **Amendments.**

No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and City.

26. **No Third Party Beneficiaries.**

This Agreement is entered into for the sole benefit of Seller and Buyer, and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

27. **Time of Essence.**

Time is of the essence of each provision of this Agreement.

28. **Binding Upon Successors.**

The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.

29. **Assignment.**

Buyer may not transfer or assign its rights or obligations under this Agreement without the prior written consent of City.

30. **Authority to Execute.**

Each person executing this Agreement on behalf of a Party hereto warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for which he/she is signing and that such Party is bound to the rights and by the obligations set forth in this Agreement by such signature.

31. **Administration.**

This Agreement shall be administered and executed by City's City Manager, or his/her designated representative, following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). The City Manager shall have the authority but not the obligation to issue interpretations, waive provisions, extend time limits, execute the Grant Deed, , and all other documents that are required in conjunction with the Escrow on behalf of the City, execute the Right of Entry and Access Agreement on behalf of the City, approve assignment of this Agreement by Buyer, and/or enter into minor amendments of this Agreement on behalf of the City, so long as such actions do not change purpose and intent of the Agreement as approved by the City Council or materially reduce the proceeds due to the City pursuant to the Agreement, and such amendments may include extensions of time specified in the Schedule of Performance. All other amendments shall require approval of the City Council.

32. **Recitals.**

The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

33. **Construction of Document.**

This Agreement is the result of a negotiation and is not the product of any one Party. There shall be no presumption in the interpretation hereof that any ambiguity is to be resolved against any Party hereto. The Parties hereto waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

CITY/SELLER:

City of Garden Grove, a municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BUYER:

**Rexford Industrial Realty, L.P.,
a Maryland limited partnership**

**By: Rexford Industrial Realty, Inc.,
a Maryland corporation,
Its General Partner**

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

Per attached legal description attached in Exhibit 1 and depicted in Exhibit 2.

APN:

EXHIBIT B

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2019, by the CITY OF GARDEN GROVE, a municipal corporation (herein called "Grantor"), and **REXFORD INDUSTRIAL REALTY, LP**, a Maryland limited partnership (herein called "Grantee").

RECITALS

WHEREAS, Grantor is the owner of the real property more particularly commonly described in Exhibit 1 and depicted in Exhibit 2, attached hereto and incorporated herein by reference, in the City of Garden Grove, California (herein called the "Property");

WHEREAS, Grantor and Grantee have entered or contemplate entering into a Purchase and Sale Agreement and Joint Escrow Instructions related to the Property (the "Purchase Agreement");

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of preparing a survey, undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the Close of Escrow; or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities, following reasonable notice to Grantor and Licensee.

(b) Grantee and Grantee's Designees shall conduct all Due Diligence Activities in a manner that does not unreasonably interfere with Licensee's use of the Property. In the event Grantee determines it is unable to perform any necessary Due Diligence Activities due to Licensee's use of the Property, Grantee shall immediately notify Grantor, and Grantor shall make good faith efforts to facilitate Grantee's ability to perform such Due Diligence Activities.

(c) Grantee expressly agrees that in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall return the Property to the condition existing prior to the Due Diligence Activities to the extent reasonably practicable.

(d) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs, but expressly excluding consequential and punitive damages) suffered, incurred or sustained by Grantor as a direct result of, the conduct of any Due Diligence Activities on the Property by Grantee or any of Grantee's Designees, including, without limitation, any alterations or disturbance of the Property. Notwithstanding anything else contained herein, in no event shall Grantee have any obligation to indemnify, defend or hold harmless Grantor for any claims, liabilities, damages, losses, costs and expenses directly resulting from the negligence or willful misconduct of Grantor or Licensee or their agents, employees, officers, contractors, representatives or other designees.

(e) Grantor does not assume any risk, liability or responsibility or duty of care as to Grantee or Grantee's Designees when they are on the Property to conduct any Due Diligence Activities. Grantee acknowledges and agrees that Grantee and Grantee's Designees enter the Property and undertake Due Diligence Activities thereon at their own risk.

2. Liens and Lien Waivers. In conducting any Due Diligence Activities, Grantee shall not permit any liens to attach to the Property by reason of the exercise of its rights hereunder, and Grantee shall indemnify Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities. Upon receipt of a written request from Grantor, Grantee will use reasonable efforts to obtain and provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, if any, in form and substance reasonably satisfactory to Grantor and its counsel.

3. Insurance. Prior to accessing the Property, Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain reasonable worker's compensation and liability insurance in forms and amounts satisfactory to Grantor, in its sole discretion, covering each of the Due Diligence Activities. Each worker's compensation insurer

shall waive its rights of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers. Liability policies shall, by endorsement, name the City of Garden Grove, its officials, officers, employees, agents, attorneys, consultants, agents and volunteers as additional insureds. The insurer under such policy shall agree not to cancel, materially change or fail to renew the coverage provided by such policy without first giving Grantor at least ten (10) days' advance written notice. Grantee shall provide Grantor with copies of all required insurance certificates and endorsements in a form meeting Grantee's requirements before conducting any Due Diligence Activities on the Property. All required insurance policies must be kept in full force and effect during the entire term of this Agreement. For any claims related to this License Agreement, Licensee's insurance coverage shall be primary insurance as respects, its officers, officials, employees, agents, and volunteers. For any claims related to the activities of Grantee or Grantee's Designees pursuant to this Agreement, any insurance or self-insurance maintained by the City of Garden Grove, its officers, officials, employees, agents, or volunteers shall by excess of the insurance provided by Grantee and/or Grantee's Designees and shall not contribute with it.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth in the Purchase Agreement, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given 24 hours after the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given, shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof.

7. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

CITY/SELLER:
City of Garden Grove, a municipal corporation

By: _____
Scott C. Stiles, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GRANTEE:

**Rexford Industrial Realty, L.P.,
a Maryland limited partnership**

**By: Rexford Industrial Realty, Inc.,
a Maryland corporation,
Its General Partner**

By: _____
Name: _____
Title: _____

EXHIBITS TO RIGHT OF ENTRY AND ACCESS AGREEMENT

EXHIBIT C

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

***INSERT NAME AND ADDRESS WHERE
RECORDING INFORMATION TO BE
SENT***

APN:

(Space above this line for Recorder's Use Only)

This document is exempt from the payment of a recording fee
pursuant to Government Code Section 6103.

Documentary Transfer Tax: \$
Based on full value of property transferred

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF GARDEN GROVE**, a municipal corporation ("Grantor"), hereby grants **REXFORD INDUSTRIAL REALTY, L. P.**, a Maryland limited partnership ("Grantee"), that certain real property (the "Property") located in the City of Garden Grove, County of Orange, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, subject to all existing recorded and unrecorded leases, easements, restrictions and covenants of record.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____.

GRANTOR

CITY OF GARDEN GROVE, a municipal corporation

By: _____
Scott C. Stiles, City Manager

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 ORANGE)

On _____, 2019, before me, _____, Notary Public,
personally appeared Scott C. Stiles, who proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that he executed
the same in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person 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.

(seal)

Signature _____

EXHIBIT A TO GRANT DEED

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF LANDSCAPING, AND MAINTENANCE OF STREET PAVING**

(Brady Way, South of Stanford to southern property line)

This AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF LANDSCAPING, AND MAINTENANCE OF STREET ("Agreement") is entered into between the CITY OF GARDEN GROVE (City) and REXFORD INDUSTRIAL REALTY, LP (Property Owner) and its successors in interest of Assessor Parcel Number 215-014-01 located at 12821 Knott Street in the City of Garden Grove, Orange County, California.

RECITALS

- A. City is the owner of real property consisting of approximately 0.94 acres, which is commonly known as the southern portion of recently-vacated Brady Way, vacated as of September 24, 2019, per Garden Grove City Council Resolution No. 9590-19, in the City of Garden Grove, California, which is more particularly described in Exhibit A attached hereto and made a part hereof, and all appurtenances thereof, including easements relating thereto (in the aggregate, the "Property").
- B. This vacated portion of Brady Way was formerly part of Knott Street, which was relocated by CalTrans when it widened the 22 Freeway in 1966.
- C. Property Owner is the owner of the real property located at 12821 Knott Street, which is adjacent to the Property and Street and Highways Code 8356 authorizes the City to sell and convey the Property to the owner of such adjacent property in cases such as the present case where the street that was vacated was previously part of a street that has been relocated.
- D. Property Owner wishes to purchase the Property to expand the existing building on 12821 Knott Street.
- E. Under separate Purchase and Sale Agreement and Joint Escrow Instructions, City has agreed to convey the Property to Buyer, and Buyer wishes to purchase the Property from the City, in accordance with the terms and conditions set forth in said Purchase and Sale Agreement.
- F. As part of the purchase and sale negotiations, City and Property Owner have agreed that Property Owner for 10 years commencing upon the certificate of occupancy associated with the expansion of their building on 12821 Knott Street will (1) remove, prepare, install and maintain the landscaping on the remaining northern portion of Brady Way like-for-like the landscaping improvements on the Property pursuant to the land use approvals associated with the expansion of the building at 12821 Knott street; and (2) will maintain said remaining northern portion of Brady Way as provided for herein.

AGREEMENT

1. License. City hereby grants a license to Property Owner to enter, construct and maintain Brady Way as provided for herein from Stanford Avenue to its southern limit at the property line of the Property (the "Premises").

2. Construction and Maintenance. Property Owner hereby agrees to (1) remove existing landscaping, prepare, install and maintain new landscaping like-for-like the Property pursuant to the land use approvals associated with the expansion of the building at 12821 Knott street onto the Premises; and (2) maintain the Premises, including route crack and seal, dig-out/area patch, and install recycle asphalt pavement slurry two times during the 10-year term hereof. All specifications shall be reviewed and approved by City's Public Works Director prior to the construction or implementation of any work. Prevailing wages apply to work on the Premises and Property Owner shall require all contractors and all work to comply in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations.

3. Term. This Agreement shall be effective upon its execution by City and will remain in effect for 10 years commencing upon the date of the certificate of occupancy associated with the expansion of the building on 12821 Knott Street.

4. Compensation. Prior to commencing any work, Property Owner shall submit an estimate of the cost of the work to the City's Public Works Director and shall not commence any work until the Public Works Director approves the work and the not-to exceed cost in writing. City agrees to reimburse the Property Owner per invoice for work completed. Property Owner shall keep complete and accurate records of all costs and expenses incidental to the work. These records will be made available at reasonable times to the City.

5. Not a Real Property Interest. It is expressly understood by the Parties that this Agreement does not in any way whatsoever grant or convey an ownership, easement, leasehold, fee or any other interest or estate in real property to the Property Owner.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all other agreements, oral or written, between the parties with respect to the subject matter.

7. Notices. Any notice which is required or may be given pursuant to this Agreement shall be sent in writing by United States mail, first class, postage pre-paid, registered or certified with return receipt requested, or by other comparable commercial

means and addressed as follows:

If to the City:

City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

If to the Property Owner:

Rexford Industrial Realty, Inc.
11620 Wilshire Blvd., 10th Floor
Los Angeles, CA 90025
Attn.: Patrick Schlehuber, Exec. Dir.

These addresses may be changed from time to time by providing notice to the other party in the manner described above.

8. No Waiver. City's consent to or approval of any act or omission by the Property Owner shall not constitute a waiver of any other default by the Property Owner and shall not be deemed a waiver or render unnecessary City's consent for approval to any subsequent act by the Property Owner. Any waiver by City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

9. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. The Property Owner agrees to incorporate this agreement by reference in any subsequent deeds to the Property, but any failure to do so does not invalidate this provision.

10. Termination. This Agreement shall continue in full force and effect, subject to the conditions set forth, unless terminated by City upon 30 days written notice. In such event, City will compensate Property Owner for work performed to date in accordance with Section 4.

11. Capacity. Each party represents that the person(s) executing this Agreement on behalf of such party has the authority to execute this Agreement and by such signature(s) thereby bind such party.

12. Severability. If any provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in anyway whatsoever.

13. Interpretation and Venue. This Agreement shall be governed and construed under the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Orange. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the following dates.

<p>REXFORD INDUSTRIAL REALTY, L.P., a Maryland limited partnership</p> <p>By: Rexford Industrial Realty, Inc., a Maryland corporation, Its General Partner</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p>	<p>CITY OF GARDEN GROVE</p> <p>By: _____ Scott C. Stiles City Manager</p> <p>Dated: _____</p> <p>Attest:</p> <p>_____ City Clerk</p> <p>Approved as to form:</p> <p>_____ City Attorney</p>
--	---

Exhibit "A"

ENCROACHMENT AREA

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

(seal) _____ Signature _____

VACATION EXHIBIT

BRADY WAY
GARDEN GROVE, CA.

STANFORD AVE

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

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

LOT 76

LOT 67

LOT 66

LOT 65

LOT 64

LOT 63

LOT 62

LOT 61

LOT 60

LOT 59

LOT 58

LOT 57

LOT 56

LOT 55

LOT 54

BRADY WAY

PARCEL A
PMB 38/38

NORTHWESTERLY LINE
PAR. B PER TRACT NO. 3808

WESTERLY BOUNDARY LINE
LOT 13

PARCEL B
PMB 38/38

30'

30'

30'

30'

30'

30'

30'

30'

30'

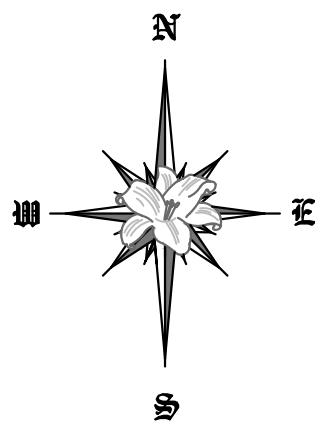
30'

30'

30'

30'

GARDEN GROVE FREEWAY



SHEET 2
OF 2

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

FILE NO.
18517-A

DRAWN BY: JFC
CHKD. BY: JRN

JRN CIVIL ENGINEERS

232 AVENIDA FABRICANTE, SUITE 107
SAN CLEMENTE, CALIFORNIA 92672

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading and adoption Date: 11/26/2019
of Ordinance No. 2911

Attached recommended for second reading and adoption is Ordinance No. 2911.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2911	11/20/2019	Ordinance	11-26-19_cc_Ordinance_Amending_Animal_and_Fire_Dept_Related_Regulations.pdf

ORDINANCE NO. 2911

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

City Attorney Summary

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:

SECTION 1: Animal Control. 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.

SECTION 2: Management of Cat Population. 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. Definitions. 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. Permitted Acts. 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. Trapping Permit Required. 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.

SECTION 3: Ambulances. 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.

SECTION 4: Ambulance Contract. 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 provider(s) who will provide back-up emergency ambulance service for that area.

SECTION 5: Ambulance Rules. 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.

SECTION 6: Ambulance Variance. 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.

SECTION 7: Weed Abatement. 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.

SECTION 8: Hazmat Emergency Contracts. 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.

SECTION 9: Hazmat Fees. 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 ~~strikethrough~~, 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.**

SECTION 10: Fireworks. 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 ~~striketrough~~, 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 5.28.130**110** 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 ~~45~~**30**, ~~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 ~~45~~**30**.

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.

~~5.28.080~~**070** 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").

5.28.090**080** 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.**

5.28.100**090** 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.

5.28.130**110** 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.

B. 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.

5.28.140~~120~~ 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.

5.28.160~~140~~ 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 water-type 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 5.28.080**070**, 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.

5.28.200**170** 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~~

~~_____ 3. Operated or is operating a temporary stand in a manner that causes or threatens to cause a danger to the public health, safety, or welfare.~~

~~_____ 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.

SECTION 11: Savings Clause. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 12: Certification and Effective Date. 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.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the 12th day of November.

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 November, 12, 2019, with a vote as follows:

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Maria Stipe
Dept.: City Manager Dept.: Assistant City Manager
Subject: Enterprise Resource Planning Date: 11/26/2019
(ERP) Subcommittee update
from Council Member Bui.

At the City Council Meeting held on November 22, 2016, the City Council approved the Enterprise Resource Planning (ERP) subcommittee with Council Member Bui as Chair. Attached is an overview for the Phase I project timeline for the ERP implementation.

ATTACHMENTS:

Description	Upload Date	Type	File Name
ERP Phase I Slide	11/14/2019	Backup Material	11-26-19_ERP_Progress-Nov2019.pptx

OVERVIEW OF ERP PHASE I PROJECT TIMELINE

