AGENDA



Garden Grove City Council

Tuesday, December 10, 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

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

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

<u>Documents/Writings</u>: 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.

<u>Public Comments</u>: 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.

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

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

CONVENE

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. Recognition from the Orange County Business Council awarding Garden Grove with an Honorable Mention at the 9th annual "Turning Red Tape Into Red Carpet" for the Buy in Garden Grove (BiGG) campaign.
- 2. <u>ORAL COMMUNICATIONS</u> (to be held simultaneously with other legislative bodies)
- 3. REORGANIZATION
 - 3.a. Selection of Mayor Pro Tem. (Action Item)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. <u>CONSENT ITEMS</u>

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

- 4.a. Approval of Amendment No. 5 to the Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for new green waste recycling processing rate to comply with State Law recycling mandates. (*Joint Action Item with the Garden Grove Sanitary District Board.*)
- 4.b. Approval of an agreement with the Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai (TTCS) to conduct a Tet Parade on January

- 26, 2020. (Amount: \$79,856) (*Action Item*)
- 4.c. Adoption of a Resolution establishing hourly rates and fringe benefits for part-time employees. (*Action Item*)
- 4.d. Approval to enter into a License Agreement with Cottage Industries, LLC for 52 parking spaces in the parking lot area located on 8th Street between 11391 Acacia Parkway and 11390-11400 Stanford Avenue, Garden Grove. (Action Item)
- 4.e. Approval of an Amended Promissory Note with Cottage Industries, LLC. (*Action Item*)
- 4.f. Authorize the issuance of a purchase order to National Auto Fleet Group for the one (1) new Police Department sedan. (Cost: \$23,378.04) (Action Item)
- 4.g. Approval of Amendment No. 2 to the Agreement with Wallace & Associates Consulting, Inc. for on-call construction inspection services. (Cost: \$200,000) (Action Item)
- 4.h. Receive and file minutes from the meeting held on November 26, 2019. (*Action Item*)
- 4.i. Receive and file warrants. (Action Item)

5. PUBLIC HEARINGS

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

5.a. Adoption of a Resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and adoption of a Resolution approving a Billboard Removal and Relocation Agreement. (Action Item)

6. <u>ITEMS FOR CONSIDERATION</u>

- 6.a. Authorize the issuance of a purchase order to National Auto Fleet Group for seven (7) new Public Works Department utility body trucks. (Cost: \$361,322.24) (*Action Item*)
- 6.b. Appropriation of funding and adoption of a Resolution approving two new Community Service Officer positions and one Senior Program Specialist position to support a parking enforcement program. (Action Item)
- 6.c. Adoption of a Resolution to approve a Master Ground Lease between the City of Garden Grove and MWillowick Land LLC. (Action Item)

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

7.a. Consideration to adopt a Proclamation declaring December 10, 2019, as Human Rights Day in Garden Grove, as requested by Council Member K. Nguyen. (*Action Item*)

8. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, January 14, 2020, 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: William E. Murray

Dept.: City Manager/General Dept.: Public Works

Manager

Subject: Approval of Amendment No. Date: 12/10/2019

5 to the Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for new green waste recycling processing rate to comply with State Law recycling mandates. (Joint Action Item with the Garden Grove Sanitary District Board.)

OBJECTIVE

To obtain approval by the Garden Grove City Council and Garden Grove Sanitary District of Amendment No. 5 to the agreement with Republic Services of Southern California, LLC, dba Garden Grove Disposal for a new residential green waste recycling processing rate as required by state law.

BACKGROUND

Currently, all green waste (yard waste, tree trimmings etc.) is transferred by Republic Services as landfill alternative daily cover (ADC) at the Orange County Landfill system. The Integrated Waste Management Act of 1989 AB 939, allowed jurisdictions to claim ADC as diversion. Assembly Bill (AB) 1594 (Chapter 719, Statutes of 2014) state law requires that as of January 1, 2020, the use of green material as ADC will no longer be considered diversion and will instead be considered disposal in terms of measuring a jurisdiction's annual fifty percent CalRecycle diversion requirement. This is an unfunded mandate. Jurisdictions are required to report to CalRecycle, the state agency that oversees recycling and solid waste, progress toward meeting the requirements of AB 1594. This new law was designed to require the recycling of green waste and help improve air quality by reducing greenhouse gas emissions that are produced in landfills when organic material such as green waste decomposes. Green waste can be recycled as compost or processed through anaerobic digestion. Republic Services proposes to process green waste through composting.

DISCUSSION

In August 2019, Republic Services provided a new green waste recycling residential rate for the City to review. These new rates factored in the tipping fee, transportation costs, transfer costs and contamination costs for this new green waste recycling process, as required by state law. To ensure the rates proposed by Republic Services to process the green waste were fair and reasonable, the City's solid waste consultant, HF&H Consultants, provided a rate review and completed negotiations on behalf of the City. Based on their final review and negotiations, it resulted in a residential rate payer monthly adjustment of approximately \$2.71 per household, effective January 1, 2020. Therefore, Staff recommends the City Council approve the rate adjustment and amendment for the green waste processing that is required in order for the City to remain in compliance with the State's recycling mandates, including AB 1594.

FINANCIAL IMPACT

There is no impact to the General Fund. This new state law is an unfunded mandate.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 5 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a new green waste recycling processing rate as required by state law; and
- Authorize the City Manager to execute the Amendment No. 5 on behalf of the City, and make minor modifications as appropriate thereto.

It is recommended that the Sanitary District Board:

- Approve Amendment No. 5 to the 2010 agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a new green waste recycling processing rate as required by state law; and
- Authorize the General Manager to execute Amendment No. 5 on behalf of the Sanitary District, and make minor modifications as appropriate thereto.

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

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Amendment to Agreement	12/3/2019	Agreement	12-10- 19_Republic_Svcs_Amendment_No5_revised.pdf

AMENDMENT NO. 5

TO AGREEMENT AMONG CITY OF GARDEN GROVE, GARDEN GROVE SANITARY DISTRICT AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC dba GARDEN GROVE DISPOSAL

FOR SOLID WASTE HANDLING SERVICES (RESIDENTIAL AND COMMERCIAL GREEN WASTE PROCESSING)

This Amendment No. 5 ("Amendment") to the Agreement for Solid Waste Handling Services is entered into to be effective as of the _____ day of ______, 2019, by and among the CITY OF GARDEN GROVE, a municipal corporation, the GARDEN GROVE SANITARY DISTRICT, a subsidiary special district formed and existing pursuant to the Sanitary District Act of 1923, California Health and Safety Code Section 6400 et seq., and REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC ("Republic"), a Delaware Limited Liability Company dba GARDEN GROVE DISPOSAL. The City and District are hereby collectively referred to as "City." The City, District and Republic are hereby collectively referred to as the "Parties."

RECITALS:

- A. Effective July 1, 2010, the Parties hereto entered into the Agreement Between City of Garden Grove, Garden Grove Sanitary District and Republic Services of Southern California, LLC dba Garden Grove Disposal for Solid Waste Handling Services ("Agreement").
- B. Pursuant to Section 8.3.4 of the Agreement, Republic is required to design and present a program to the City to comply with any new requirement imposed upon the City or Republic by CalRecycle, or any Federal, State of Local law or regulation, and the Parties are required to meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in the Agreement for the implementation of any new program for the collection and processing of any waste material not already covered under the Agreement.
- C. In 2014, Governor Brown signed Assembly Bill (AB) 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) at landfills will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate.
- D. Currently, Republic Services delivers green waste collected from the City's customers to the Orange County Landfill System for use as ADC. The Orange County Landfill System has historically accepted the green waste for use as ADC at no charge to customers. Consequently, the City has determined that with the pending ban on diversion credit for ADC, as outlined in AB 1594, and the negative impact this will have on the City's state-calculated diversion rate, an alternative final disposition for the City's green waste is necessary. Final disposition of the green waste will occur at the Agromin composting facility, co-owned by Republic, located in the City of Chino, subsequent to pre-processing of the material at Republic's CVT Regional Materials Recovery Facility located in the City of Anaheim. The City retains the right, if so desired, under Section 26.1 of the Agreement, Flow Control Option, to have the absolute ability to choose the location for the delivery of green waste, and that the rate paid by the ratepayer will be reduced or increased accordingly if the transportation and processing costs of using such facility are lower or higher than the costs of using the Agromin facility.

- F. An amendment to the rate structure of the Agreement is required to incorporate the incremental green waste processing and transportation costs incurred by Republic.
- G. The amendment will necessitate a one-time mid-year rate adjustment on January 1, 2020, of \$2.71 per household per month to the service component of the basic residential rate, as shown in Attachment 1 "Detailed Calculations Related to AB 1594 Diversion Compliant Processing" of this amendment including the Franchise Fee per Section 11.3. The amount is based on the calculations as shown in Attachment 1 with the new green waste transportation and processing cost per ton fee of \$82.41 per ton less the current cost per ton of \$37.30 to transfer, process, and dispose of the green waste as ADC. The total cost of \$82.41 per ton includes \$50.50 per ton for composting at the Agromin Facility in the City of Chino.
- H. Republic warrants that the proposed tip fee per ton of \$50.50 at the Agromin Facility is the actual cost paid to Agromin upon delivery of green waste materials. Republic warrants that the total cost of \$82.41 per ton is equal to or lower than the amount paid for residential organics processing by any other cities served by the Republic's Anaheim Division. Republic will notify the City in connection with its regular annual rate adjustment effective July 1 of each year if a lower cost option becomes available, or if a lower cost is provided to another jurisdiction served by Republic's Anaheim Division in order to initiate a cost reduction to the City's customers.
- I. Pursuant to Recital E of the Agreement, incorporated into the Agreement by reference per Section 1 thereto, the Parties intend that Republic, and not the City, shall be solely responsible for establishing and collecting all charges for Solid Waste Handling Services provided by Republic pursuant to the Agreement.

COVENANTS:

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

<u>SECTION 1</u>. The basic residential rate in the "approved Republic Rate Schedule" in Exhibit A of the Agreement is amended and set to \$26.18 commencing January 1, 2020 per Attachment 1 hereto, "Detailed Calculations for AB 1594 Diversion Compliant Processing" which is incorporated herein by reference.

<u>SECTION 2</u>. Except as expressly set forth herein, nothing in this Amendment shall affect or modify any other of the provisions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF GARDEN GROVE

	By:Scott C. Stiles, City Manager
APPROVED AS TO FORM:	ATTEST:
City Attorney	City Clerk
	GARDEN GROVE SANITARY DISTRICT
	By:Scott C. Stiles, General Manager
APPROVED AS TO FORM: Just W. Old Counsel	ATTEST: Secretary ATTEST:
	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC dba GARDEN GROVE DISPOSAL
	By: Daniel J. Capener
	General Manager

CITY OF GARDEN GROVE Detailed Calculations for AB 1594 Diversion Compliant Processing

Row	Metric	Rate Buildup for AB 1594 Compliant Program	COMMENTS
н	Total Transfer Cost/Ton	\$ 14.19	From Republic provided Eggleton Quote dated August 29, 2019 for \$14.30 cost per ton to transport allocated to tonnage at 99.2% for \$14.19 per ton.
2	Disposal Cost/Ton to Agromin	\$ 50.50	Tip fee at Agromin.
Э	Percentage of each ton to Agromin	99.2%	99.2% Upon removal of contamination at the CVT Facility.
4	Total Disposal Cost/Ton	\$ 50.10	Calculation: R2 X R3
5	CVT Processing Cost/Ton (Cleaning/Loading)	\$ 14.84	Verified during HF&H site visit to CVT September 6, 2019.
9	Cost/Ton for Municipal Solid Waste	\$ 42.58	July 1, 2019 rate per ton to take contamination to OC Landfill at \$35.05 per ton plus \$7.53 per ton for transportation.
^	Percentage of each ton to Landfill	%8.0	0.8% Comtamination that was removed at the CVT Facility during pre-processing.
∞	Residue Cost/Ton	\$ 0.34	Calculation: R6 X R7
б	Subtotal of Cost per Ton Net Disposal Cost	\$ 29.37	Calculation: Sum R1, R5, R8
10	Margin	10%	Margin per Republic's September 4, 2019 submittal.
11	Total Margin Cost per Ton	\$ 2.94	Calculation: R9 X R10
12	Total Cost per Ton to Compost [1]	\$ 82.41	Calculation: Sum R1, R4, R5, R8, R11
13	Approximate Annual Green Waste Tons	20,915	Per Republic August 27, 2019 email
14	Percentage to be sent for Composting	100%	100% Percentage of green waste tons that will be sent for composting.
15	Tons to be Composted	\$ 20,915	20,915 Per Republic's August 27, 2019 email.
16	Total Annual Cost for Green Waste Composting	\$ 1,723,535	Calculation: R12 X R15
17	Current Cost Per Ton for Green Waste as	\$ 37.30	Based on City of Anaheim's cost per ton.
18		20,915	From R15
13	Current Cost for Green Waste as ADC	\$ 780,130	780,130 Calculation: R17 X R18
02	Annual Incremental Cost to Compost	\$ 943,405	943,405 Calculation: R16 - R19
21	Total Residential Single Family Premises	31,143	Based on Republic's 9/4/2019 email.
22	Total Annual Cost to Single Family Premises	\$ 30.29	Calculation: R20 ÷ R21
23	Months per Year	12	
24	24 Monthly Cost to Single Family Premises	\$ 2.52	Calculation: R22 ÷ R23
25	Franchise Fee Percentage	7.25%	7.25% Per Section 11.3 of the Franchise Agreement
92	Monthly Cost With Franchise Fee	\$ 2.71	2.71 Calculation: R24 X (1+R25)
27	Service Fee Rate Component	\$ 19.27	19.27 Per Republic's July 1, 2019 Rate Adjustment Calculations
28	New Service Fee Component	\$ 21.98	Calculation: R26 + R27
29	Landfill Passthrough Rate Component	\$ 4.20	Per Republic's July 1, 2019 Rate Adjustment Calculations
30	30 New Basic Residential Rate	\$ 26.18	26.18 Calculation: R28 + R29

⁽¹⁾ Excludes host city facility fee per ton, which would not impact the net incremental cost as it would be part of both current and proposed costs.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: John Montanchez

Dept.: City Manager Dept.: Community Services

Subject: Approval of an agreement Date: 12/10/2019

with the Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai (TTCS) to conduct a Tet Parade on January 26, 2020. (Amount: \$79,856)

(Action Item)

OBJECTIVE

For the City Council to consider an agreement between the City of Garden Grove and the Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai (TTCS) to conduct a Tet Parade on Sunday, January 26, 2020.

BACKGROUND

On November 12, 2019, the City Council directed staff to coordinate with TTCS 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.

DISCUSSION

Attached is an agreement between the City of Garden Grove and TTCS, allowing TTCS to conduct a Tet Parade on Sunday, January 26, 2020, on city streets identified as Option 2: Westminster Avenue from east of Brookhurst to Taft Street, with all costs to be paid to the City. Significant terms in the agreement include provisions for allowable parade activities, insurance requirements, reimbursement for City support, and decibel levels. The City requires a deposit amount of \$70,000 to be paid by January 6, 2020; any remaining balance will be paid within 30 days following the event.

FINANCIAL IMPACT

The TTCS is required to reimburse the City for all costs incurred in support of the Tet Parade.

RECOMMENDATION

It is recommended that the City Council:

- Consider the attached agreement with the TTCS to conduct the Tet Parade on city streets on Sunday, January 26, 2020; and
- Authorize the City Manager to execute the agreement, including any minor modifications as appropriate hereto, on behalf of the City.

By: Janet Pelayo, Manager

ATTACHMENTS	:
--------------------	---

Description	Upload Date	Туре	File Name
Agreement for 2020 Tet	12/5/2019	Agreement	Tet.pdf

2020 TET PARADE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _________, 2019, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY", and the Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai, hereinafter referred to as "TTCS".

RECITALS

- A. TTCS has requested permission from CITY to sponsor and conduct the Tet Parade event and related activities in the City of Garden Grove utilizing CITY's streets and property.
- B. CITY desires to facilitate and permit TTCS to utilize CITY's streets and property for the proposed Tet Parade event, provided the safety of all residents and orderly conduct of all participants in the Tet Parade event is ensured and CITY is reimbursed for costs it incurs as a result of the Tet Parade event.
- C. CITY may lawfully expend money accruing to its general fund for purposes of supporting community events.
- D. CITY and TTCS desire to enter into this Agreement to facilitate the Tet Parade event and related activities in the City of Garden Grove and to memorialize the terms and conditions pursuant to which TTCS may utilize CITY's streets and property for such events.
- E. Now, therefor, in consideration of the mutual covenants contained herein and other valuable consideration, including publicity generated from TTCS's activities, the parties agree as follows:

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM.** The term of this Agreement shall be from the date first noted above through January 27, 2020, unless earlier terminated pursuant to Section 32 herein. The purpose of this Agreement is to allow TTCS to conduct the Tet Parade event on Sunday, January 26, 2020.

2. <u>COST REIMBURSEMENT</u>.

A. TTCS shall reimburse CITY for all direct and indirect costs incurred by CITY as a result of the conduct and operation of the Tet Parade event and the performance of this Agreement by CITY. Such reimbursable costs shall include, but are not limited to, costs for street-sweeping before and/or after the Tet Parade event, costs incurred for the installation of temporary signage related to the Parade event, and the full burdened cost of CITY staff time spent in conjunction with the preparation for, conduct of, and clean-up, deconstruction and removal of signage after the Tet Parade event. TTCS understands and agrees that reimbursable CITY staff time will include, without limitation, time spent by CITY police and emergency personnel on duty at the Tet Parade event, as well as time spent by CITY planning, public works and engineering

personnel assisting with installation of necessary signage for the Tet Parade event. Reimbursable costs shall also include all costs incurred by CITY in responding to unforeseen or emergency situations arising out of the Tet Parade event, including overtime costs for responding personnel and related equipment costs. TTCS further acknowledges and agrees that it shall be responsible for and shall reimburse CITY for the full cost to repair any damages caused to city streets, sidewalks, buildings, fixtures, property and other structures along the Tet Parade event route as a result of the conduct and operation of the Tet Parade event by TTCS.

- B. As a condition to conduct of the Tet Parade event, TTCS shall make a deposit payment to the CITY for the Tet Parade as follows: (i) TTCS shall pay an initial sum of Seventy Thousand Dollars (\$70,000) to CITY by January 6, 2020; (ii) CITY shall subtract its reimbursable costs from this initial sum, and refund the balance, if any, following completion of the Tet Parade event. If reimbursable costs exceed the deposit amount, TTCS agrees to pay such excess within thirty (30) days following the mailing of an invoice to TTCS for such excess costs. In the event the amounts deposited with CITY by TTCS prior to a Tet Parade event exceed the total reimbursable costs ultimately incurred by the CITY in conjunction with the Tet Parade event, CITY shall return the unexpended portion of the deposit to TTCS.
- C. If TTCS fails to make the initial payment as required, CITY shall not issue any permit in connection with the Tet Parade and TTCS shall not proceed with the Parade.
- 3. **PARADE ACTIVITIES.** For the purposes of this Agreement, the term "Tet Parade event" shall be inclusive of the set-up period prior to the parade, the parade itself, and any postparade cleaning and deconstruction. TTCS agrees to use its knowledge and experience to organize, promote, advertise and conduct the Tet Parade event covered by this Agreement. Expressly prohibited from the Tet Parade activities are helicopter rides, and activities, music, or speech that call, incite, or provoke an immediate breach of the peace. CITY reserves the right to immediately stop and terminate any such activity. All music, whether live or recorded, shall be planned and implemented by TTCS as an activity that is ancillary to the Tet Parade event. The volume on all music provided at the Tet Parade event shall not exceed 70 decibels at any time at any property line of the Tet Parade route. TTCS shall provide sufficient security, as determined to be appropriate in the reasonable exercise of discretion by CITY's Chief of Police, to ensure compliance with all requirements of this Agreement, including but not limited to the requirements for music provided on the Tet Parade route. TTCS shall notify CITY at least thirty (30) days in advance of the Tet Parade event of the name of each music group, type of music, and type of amplification system which will be used by each group providing live music along the route in order to ensure that requirements of this Agreement will be met. Notwithstanding the foregoing, TTCS shall comply with the requirements of Garden Grove Municipal Code Section 8.47.060(G)(2) regarding filing a registration statement with CITY's Zoning Administrator at least seven (7) days prior to use of any sound amplification equipment during the Tet Parade event. The noise levels of the Tet Parade event shall not disturb the peace of the surrounding community. If the Police Department determines that the noise level is disturbing the peace of the surrounding community, TTCS shall lower the noise volume of the offending source(s) as directed by the Police Department.
- 4. **PARTICIPANTS.** TTCS shall have sole responsibility for arranging and providing all contractors, persons, organizations, businesses, and employees necessary to properly conduct the Tet Parade activities.

5. <u>USE OF CITY STREETS</u>. In consideration for TTCS's activities as provided herein, CITY grants TTCS a right to use the City streets along the Tet Parade event route for the purpose of operating the Tet Parade event; including, but not limited to, booths, ancillary music and related uses. This right shall be contingent on TTCS's submission of a sufficient schedule of activities, events, and a complete set of traffic plans thirty (30) days before the Tet Parade event, and the approval by the City Manager or his designee of the same.

TTCS shall provide adequate notice of street closures to all businesses and residences located on or reasonably near street closures no later than January 2, 2020 of the Tet Parade event.

TTCS shall be responsible for the clearing of trash/debris from the route after the Tet Parade event. TTCS shall further be responsible for and agrees to provide proper clean-up of any public parking areas used for the Tet Parade event, except privately-owned parking lots. "Proper clean-up" shall mean the removal from all open, visible grounds litter, lumber, construction materials, debris, and other materials directly or indirectly resulting from the Tet Parade event. In accordance with Section 2 of this Agreement, TTCS shall reimburse CITY for any costs CITY incurs for site clean-up, including but not limited to, special materials, labor, overtime, or damage to event route.

TTCS shall provide adequate trash containers and portable restrooms during the Tet Parade event. Should the City determine that additional or larger trash receptacles are necessary, TTCS shall contract with Garden Grove Disposal to ensure appropriate disposal of all waste generated during the event. Agreements for solid waste disposal shall be subject to approval by City's Risk Management department.

TTCS shall obtain approval in advance from the Garden Grove Police Department for the Tet Parade event route. Such approval shall not be unreasonably withheld.

- 6. **PARKING.** TTCS shall obtain pre-approval from the Garden Grove Police Department regarding any proposed parking restrictions or modifications in traffic flow during the Tet Parade event. Nothing in this Agreement authorizes TTCS access to parking other than that which is generally available to the public. TTCS shall ensure all of its agents, representatives, officers, volunteers, and participants are aware of, and abide by, all public and private parking restrictions. Should the City determine that there is insufficient parking for the event, TTCS shall arrange for additional parking, including the rental of private lots.
- 7. STORMWATER QUALITY BEST MANAGEMENT PRACTICES. TTCS will use best management practices (BMPs) to prevent or control the discharge of pollutants and minimize non-storm water runoff from the Tet Parade route. BMPs may include structural or non-structural solutions, a schedule of activities, prohibition of practices, maintenance procedures, or other management practices used to prevent or reduce the discharge of pollutants to the City's storm drain system, which include street curbs and gutters.

TTCS shall contact City of Garden Grove Environmental Compliance staff at (714) 741-5375 during office hours for assistance in choosing the appropriate BMPs for the Tet Parade event.

TTCS shall also comply with the Garden Grove Municipal Code, Section 9.18.040.060, pertaining to the waste reduction and recycling for community and special events, and Section 9.18.150.020, pertaining to large venue recycling. If applicable, TTCS shall be responsible for providing CITY with a Waste Reduction and Recycling Plan to ensure secondary containment for proper collection and disposal of fats, oils and grease. The Plan shall include a schedule for when the type of secondary containment used shall be hauled off the Tet Parade route.

- 8. **FOOD SALES AND VENDING.** All food vendors, including concession stands and food trucks, shall obtain all necessary permits and approvals, including business licenses, Orange County Health Department permits, and the Orange County Fire Authority approvals prior to the Tet Parade event. TTCS shall notify CITY at least thirty (30) days in advance of their intent to have food vendors present at the Tet Parade event, and provide a detailed list of all vendors. CITY shall retain discretion to approve food vendors, including location and time of operation. If applicable, all commercial mobile trailers with food vending equipment, whether or not operated by the owner of said equipment, are required to have a permit from the Orange County Health Department prior to operation on or near Tet Parade event route. TTCS shall make every effort to ensure that required permits have been obtained prior to the Tet Parade event. Any commercial equipment found in operation without the required Orange County Health Department permits shall be closed.
- 9. <u>SAFETY COORDINATION</u>. TTCS shall designate a representative for the coordination of all safety related activities pertaining to electrical and structural matters at the Tet Parade event. This person shall coordinate with the CITY's Building Official during the planning stages and conduct of the Tet Parade event. Structures, including sanitary facilities, must comply with the accessibility requirements of Title 24 of the California Code of Regulations, including those relating to handicap access. TTCS may contact the City of Garden Grove Inspection Request Line, at (714) 741-5332, to request inspections.
- 10. **SECURITY PLAN.** TTCS shall develop an operation and security plan for Tet Parade operations. This plan for the operation and security of the Tet Parade event shall be submitted to the Chief of Police of CITY for approval no later than fourteen (14) days before the Tet Parade event. TTCS shall obtain the approval of such plan from the Chief of Police, which approval shall not be unreasonably withheld.
- 11. **PERMITS.** TTCS and Tet Parade participants (including vendors), as described in Section 4 above, shall comply with all applicable laws, and shall obtain and comply with all required permits. It shall be the responsibility of TTCS to obtain, or cause to be obtained, all required permits, including but not limited to, Community Event Permits and Street Closure Permits, except for a Seller's Permit issued by the California Department of Tax and Fee Administration, which shall be obtained by each vendor, organization or group participating in the Tet Parade event, where applicable.
- 12. ORANGE COUNTY FIRE AUTHORITY REGULATIONS. TTCS shall provide to the Orange County Fire Authority all necessary information to determine applicable Fire Code provisions and permits. All Fire Code required permits shall be obtained at least one (1) week prior to the Tet Parade event. TTCS shall comply with all such regulations and conditions imposed by the Orange County Fire Authority.

- 13. **POLICE SERVICES.** The Garden Grove Police Department reserves the right to revoke the event permit at any time without prior notice to or permission from TTCS if, in the opinion of the Chief of Police, or his designee, it is in the best interest of the general public and public safety. CITY, by and through the Chief of Police or his designee, retain the right to determine the level of police personnel necessary to ensure the safe execution of the Tet Parade event. In accordance with Section 2 of this Agreement, TTCS shall reimburse CITY for all such police personnel costs.
- Application, and provide the City's Business Tax office with a list of all Tet Parade vendors, exhibitors, sponsors, service providers, and food booths at least one (1) month prior to the Tet Parade. TTCS shall submit related Business License Tax Application Payment at least two (2) weeks prior to commencement of the Tet Parade. TTCS shall also ensure that vendors selling sales taxable tangible items have a valid Seller's Permit from the California Department of Tax and Fees Administration displaying a Garden Grove address. If data related to business licenses, seller's permits, and other similar items, is incomplete or unsatisfactory the Business License Tax Certificate will not be issued, and the Tet Parade will be considered in violation of GGMC Title 5, Chapter 5.01, Section 5.01.040(A). Additionally, a field inspection may be required with a minimum of four hours that will be charged at the current hourly rate payable by TTCS, which hourly rate may be adjusted annually as CITY costs increase.
- 15. <u>LIABILITY WAIVERS.</u> TTCS shall require all Tet Parade participants to sign and submit a liability waiver that expressly waives liability against, among others, the City of Garden Grove and its officers, officials, agents, employees, and volunteers. TTCS shall provide to the City of Garden Grove copies of any or all liability waivers within ten (10) days of any request by the City. TTCS shall retain the original waivers for at least two (2) years following the event.
- 16. <u>INSURANCE</u>. TTCS shall ensure that insurance meeting the following requirements and acceptable to the City covering each Tet Parade event is obtained and maintained, and that evidence of all required insurance is provided to the City not less than thirty (30) days prior to the Tet Parade event. No Tet Parade event may be conducted until all certificates and endorsements have been received and approved by the CITY.
- A. <u>Notice of Change or Cancellation.</u> 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, as approved by CITY.
- B. <u>Workers Compensation Insurance</u>. For the duration of each Tet Parade event, TTCS shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Each insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- C. <u>General Liability Insurance</u>. For the duration of each Tet Parade event, TTCS shall maintain a policy or policies of commercial general liability insurance in the amount not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate, providing coverage for the acts or omissions of TTCS, its contractors and subcontractors, and each of their respective

officers, employees, agents, and volunteers in conjunction with the conduct or operation of the Tet Parade event (claims made and modified occurrence policies are not acceptable). Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

D. Insurance certificates designating the City of Garden Grove as certificate holder for the commercial general liability policy(ies) required by Subsection B and C, above, shall be provided to CITY. The certificate holder address is as follows:

City of Garden Grove Attn: Risk Management 11222 Acacia Parkway Garden Grove, CA 92840

- E. An additional insured endorsement for on-going under the commercial general liability policy(ies) required by Subsection C, above, designating the "City of Garden Grove, its officers, officials, agents, employees, and volunteers" as additional insureds. (Form CG 20 26 07 04 or equivalent), shall be obtained and provided to CITY, as approved by CITY.
- F. All insurance provided to the CITY shall be primary and non-contributory to the CITY's insurance and self-insured retentions. A **primary/non-contributory** endorsement shall be provided as to the "City of Garden Grove, its officers, officials, agents, employees, and volunteers," as approved by CITY.
- G. Evidence of automobile liability coverage for all vehicles that will be driven by employees, agents, or volunteers of TTCS or its contractors or subcontractors during the Tet Parade event shall be provided to CITY, as approved by CITY.
- H. Claims made and modified occurrence policies shall not be accepted. All insurance carriers must have a minimum A.M. Best Guide Rating of A-, VII or better.
- I. TTCS shall ensure that all of its contractors and subcontractors provide the same insurance and endorsements as required of TTCS herein. TTCS shall be responsible to collect and maintain all insurance and endorsements from its respective contractors and subcontractors. TTCS shall provide certified copies of all policies upon CITY's request.
- J. All of TTCS's contractors and subcontractors providing work or services in conjunction with the Tet Parade Event shall be required to obtain and maintain the same insurances herein as TTCS. Policy limits may vary depending on the type of work or services performed. TTCS shall be responsible to collect and maintain all insurances from all contractors and subcontractors. Certified copies of policies and copies of certificates and endorsements shall be given to City by TTCS upon request.

If any such contractors or subcontractors' insurance carrier(s) require there be an agreement between the subcontractor and the CITY in order to trigger the additional insured coverage provided for in this section, the subcontractor shall be required to enter into an agreement

with CITY on terms acceptable to CITY. TTCS shall perform all tasks necessary to execute this subsection, including but not limited to, coordination with its contractors.

- K. If TTCS or its contractors and/or subcontractors maintains higher insurance limits than the minimums shown above, TTCS or its contractors and/or subcontractors shall provide coverage for the higher insurance limits otherwise maintained by TTCS or its contractors and/or subcontractors.
- 17. <u>ALCOHOLIC BEVERAGES</u>. Alcoholic beverages shall not be sold, distributed, or consumed on the Tet Parade event route. Any food or other booth in which alcohol is found shall immediately, and for the duration of the event, be closed by the Chief of Police or designee.
- 18. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY.** No official or employee of CITY shall be personally liable to TTCS in the event of any default or breach by CITY, or for any amount that may become due to TTCS, or for any obligation under the terms of this Agreement.
- 19. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF TTCS.** No official or employee of TTCS shall be personally liable to CITY in the event of any default or breach by TTCS, or for any amount that may become due to CITY, or for any obligation under the terms of this Agreement.
- 20. <u>COMPLIANCE WITH LAW</u>. TTCS shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments in the performance of Tet Parade-related activities and the performance of this Agreement.
- 21. **CONFLICT OF INTEREST.** TTCS shall at all times avoid conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.
- 22. <u>NOTICES</u>. All notices shall be personally delivered or mailed 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.
 - A. Address of TTCS is as follows:

Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai

Address PO Box 1503

GARDEN GROVE, CA 92842

Attn:

RICHARD Jr. BUI

B. Address of CITY is as follows:

City of Garden Grove

11222 Acacia Parkway

Garden Grove, CA 92840

Attn: City Manager

Copy to:

City of Garden Grove

11222 Acacia Parkway

Garden Grove, CA 92840

Attn: City Attorney

23. **TIME OF ESSENCE.** Time is of the essence in the performance of this Agreement.

- 24. <u>LIMITATIONS ON SUBCONTRACTING AND ASSIGNMENT</u>. The experience, knowledge, capability, and reputation of TTCS, its principals and employees are a substantial inducement for CITY to enter into this Agreement. TTCS shall not assign, sublet, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of CITY. Any attempted assignment, sublet, or transfer made in violation of this provision shall be null and void. If TTCS is permitted to subcontract any part of this Agreement, TTCS shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the execution of the Tet Parade event will be considered agents of TTCS. CITY will deal directly with TTCS.
- 25. **NON-DISCRIMINATION.** TTCS covenants 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 pursuant to this Agreement.
- 26. <u>AUTHORITY TO EXECUTE</u>. 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 entity is bound to the rights and by the obligations set forth in this Agreement by such signature.
- 27. **INDEMNIFICATION.** To the fullest extent allowed by law, TTCS agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, officials, agents, employees, and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with the use of property, arising out of, or in any way connected with any Tet Parade related activities and the performance of the terms of this Agreement by TTCS, TTCS agents, officers, officials, employees, volunteers, vendors, subcontractors, or independent contractors hired by TTCS. The only exception to TTCS's responsibility to protect, defend, and hold harmless CITY is due to the sole negligence or intentional wrongful conduct of CITY, or any of its elective or appointive boards, officers, officials, agents, or employees.
- 28. **MODIFICATION.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by TTCS and CITY. Nothing herein prohibits the parties from mutually agreeing to modify any condition contained in this Agreement.
 - 29. **WAIVER.** The waiver of any provision of this Agreement must be in writing by the appropriate authorities of CITY and TTCS.
- 30. <u>CALIFORNIA LAW</u>. 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.
- 31. **INTERPRETATION.** This Agreement shall be interpreted as though prepared by both parties.

32. **TERMINATION.** CITY shall have the right to terminate this Agreement, without cause, by giving written notice of termination at least sixty (60) days before the Tet Parade event.

Any termination of this agreement by CITY shall not relieve TTCS of any outstanding obligation under this Agreement, including but not limited to the following: TTCS's indemnification obligations shall survive termination of this Agreement until all actions and claims are fully and finally resolved and all monies related thereto are fully paid.

- 33. **PRESERVATION OF AGREEMENT.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions interpreted, and all remaining provisions shall remain enforceable.
- 34. <u>NON-PROFIT STATUS</u>. TTCS represents and warrants that it is a charitable non-profit corporation in accordance with Internal Revenue Code Section 501(C)(3). ASSOCIATION shall remain in good standing as such a corporation at all material times herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

	CITY OF GARDEN GROVE
	By:
	By:City Manager
ATTEST:	
	_
City Clerk	
APPROVED AS TO FORM:	
Omar Sandoval, City Attorney	
	TAP THE CHIEN SI VIET-NAM CONG-HAO HAI NGOA
	By: Rechardbougn
	By:

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Laura J. Stover

Dept.: City Manager Dept.: Human Resources

Subject: Adoption of a Resolution Date: 12/10/2019

establishing hourly rates and fringe benefits for part-time employees. (Action Item)

<u>OBJECTIVE</u>

This memo requests City Council to adopt the attached Resolution amending the hourly rates and fringe benefits in accordance with State mandates for the City's part-time employees.

BACKGROUND

In 2016, California passed Senate Bill 3 to incrementally increase the minimum wage each year starting from January 1, 2017 through January 1, 2022. Under this law, the minimum wage became \$12.00 per hour in 2019, and will increase to \$13.00 per hour on January 1, 2020, \$14.00 per hour on January 1, 2021, and \$15.00 per hour on January 1, 2022. Currently, the City's part-time salary rates meet the mandated minimum wage. However, as of January 1, 2020, the City will no longer be in compliance. Therefore, a study was done to determine the City's plan for complying with the changes in the mandated State minimum wage.

The City employs approximately 180 part-time employees, 60 who will be below the State minimum wage starting January 1, 2020. The last salary increase to the part-time classifications was in 2008.

DISCUSSION

An external and internal compensation survey was conducted to determine the appropriate wages for these classifications to meet the State mandated minimum wage, remain competitive with other agencies, and maintain internal alignment within the organization. Increases to the City's part-time hourly wages are recommended for 2020, 2021, and 2022 in order to meet these goals. The classifications that received an adjustment in the hourly wage are Intern, Police Cadet, Police Office Aide, Recreation Specialist II and III, and Reserve Police Officer. Depending on the job classification, the hourly wage increased \$0.90 to \$2.00 per hour in 2020, \$0.70 to \$1.40 per hour in 2021, and \$0.70 to \$1.40 per

hour in 2022. Additionally, the classifications of Recreation Specialist II and III have been retitled to Recreation Leader and Recreation Specialist, respectively. For all part-time employees, the bilingual pay amount increased \$0.50 per incident to be equitable and in alignment with the rate earned by full-time employees. The Resolution for part-time employees has been updated to include these changes and outline the benefits the City provides. The new resolution will be effective January 1, 2020.

FINANCIAL IMPACT

The estimated cost increase for FY 2019-20 is approximately \$24,923, which will be absorbed in the current budget. For FY 2020-21, the estimated increase is approximately \$56,210 more than the adopted FY 2020-21 budget and adjustments will be made accordingly during the biennial budget update. For FY 21-22, the estimated increase is approximately \$69,500 more than the estimated FY 21-22 budget.

RECOMMENDATION

It is recommended that the City Council:

• Adopt the attached Resolution that establishes the hourly rates and fringe benefits for the City's part-time employees.

By: Liane Kwan, Recruitment and Selection Supervisor

ATTACHMENTS:

Description	Upload Date	Туре	File Name
CC Resolution	12/5/2019	Resolution	12-10- 19 CC PT Resolution FINAL.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING WAGES AND FRINGE BENEFITS FOR PART-TIME POSITIONS

WHEREAS, the City employs part-time employees in positions who are not represented by a bargaining unit;

WHEREAS, Chapter 2.44 of the Garden Grove Municipal Code provides that the City Council shall by resolution: (a) establish salary rates and the allocation of classes thereto; and (2) set forth the classification of part-time positions in the various City departments; and

BE IT RESOLVED that the City Council does hereby rescind Resolution No. 8812-08 and all prior resolutions so as to avoid all conflict.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does establish the following:

SECTION 1: CLASSIFICATIONS

The following classifications shall be considered part-time classifications and may not be filled on a permanent, indefinite full-time, or regular basis:

CLASSIFICATION	RANGE
Intern	0018
Master Reserve Officer	O350
Police Cadet	O251
Police Office Aide	O251
Police Recruit	0606
Recreation Leader	O251
Recreation Specialist	O252
Reserve Police Officer	O310
Reserve Technical Officer	O311

The City may appoint employees to a position with part-time hours in a full-time classification in another employee group. Classifications shall be listed in the "Represented Classifications" exhibit of the respective employee group memorandum of understanding or resolution.

SECTION 2: PART-TIME UNBENEFITED AND BENEFITED DEFINITION

For purposes of this Resolution, a part-time unbenefited position is a position that is: a) allocated for less than 1,000 hours per fiscal year, and b) paid on an hourly basis.

A part-time benefited position is a position that is: a) allocated for more than 1,000 hours per fiscal year, but less than full-time, in the adopted budget, and b) paid on an hourly basis.

SECTION 3: WAGES

A. Pay

The hourly rate by classification is listed in Appendix A.

Salary adjustments will be effective in the pay period including January 1, 2020, January 1, 2021, and January 1, 2022 as outlined accordingly in Appendix A.

B. Bilingual Pay

An employee may receive \$2.50 per translation up to a maximum of \$40 per pay period if designated by the department head and certified by Human Resources to use bilingual verbal and translation abilities for languages such as Korean, Spanish, Vietnamese, or other designated languages. Determination of capability shall be made by qualifying tests established by the City of reading, writing, and speaking ability in the given language.

SECTION 4: RETIREMENT PLAN

A. Part-time Unbenefited Positions

Unless otherwise mandated by Public Employees Retirement Law, employees in a part-time unbenefited position shall be enrolled in the City's IRS Section 457(b) OBRA deferred compensation plan.

B. Part-time Benefited Positions

Part-time employees in a benefited position shall be enrolled into the CalPERS Retirement Program.

1. CalPERS Retirement Formula

- a) Miscellaneous Unit members who are "classic members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) are covered by the 2.5% @ 55 formula provided by the Public Employee's Retirement Law at Government Code section 21354.4. This formula applies to "classic members" defined as any member hired before December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency or a member who has had less than a six month break in service from his/her previous public agency employment.
 - i) One-Year Final Compensation option "single highest year" (Government Code section 20024.2).
- b) Miscellaneous Unit members hired on or after January 1, 2013 who are defined as "new members" under PEPRA, who are covered by the 2% @ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20.
 - i) Final compensation will be based on the highest annual average pensionable compensation during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member per Government Code section 7522.32 (a).

2. Employee Contributions to the Retirement System

a) Employees subject to the 2.5% at 55 formula:

These employees shall contribute the mandatory employee retirement contributions as determined by CalPERS for the City.

b) Employees subject to the 2% at 62 formula:

Per the PEPRA and Government Code 20516.5, these employees shall contribute the statutorily mandated employee contribution rate of one half of the normal cost as determined by CalPERS for the City.

c) The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

SECTION 5: FRINGE BENEFITS

A. Health Insurance

1. Part-time Benefited Positions

Employees in a part-time benefited position are eligible to participate in the PERS Health Insurance Program. The City provides the required minimum employer contribution amount established under the Public Employees' Medical and Hospital Care Act (PEMHCA) toward a medical plan.

2. Part-time Unbenefited Positions

Employees in a part-time unbenefited position are not eligible to participate in the PERS Health Insurance Program.

B. Sick Leave

1. Part-time Benefited Positions

Sick leave accruals shall be provided in accordance with Municipal Code 2.44.300(B)(1).

2. Part-time Unbenefited Positions

An employee in a part-time unbenefited position is eligible to accrue sick leave in accordance with the California Healthy Workplace, Healthy Family Act of 2014 (AB1522). Eligible employees accrue one (1) hour of paid leave for every thirty (30) hours worked, beginning on the first day of employment.

C. Holidays

Part-time benefited employees shall accrue holiday benefits in accordance with Municipal Code 2.44.300(B)(2).

Part-time unbenefited positions are not eligible for holiday benefits.

D. Vacation

Part-time benefited employees shall accrue vacation benefits in accordance with Municipal Code 2.44.300(B)(4).

Part-time unbenefited positions are not eligible for vacation benefits.

E. Miscellaneous

Employees are not eligible for any other leave or monetary value benefits that are not specifically defined within this Resolution.

SECTION 6: UNIFORM ALLOWANCE

A. Uniforms

- a. The City provides uniforms for the purpose of safety and identification. All employees who are required to wear uniforms issued by the City must wear the complete uniform as directed by the City during working hours. A clean uniform shall be worn each work day maintaining a neat appearance to the extent possible. City emblems shall not be removed nor shall uniforms be worn during off-duty hours. Uniforms, or other approved attire, shall remain consistent with the department's standard and guidelines.
- b. The cost of uniforms shall not constitute compensation for purposes of the regular rate calculations under the Fair Labor Standards Act. This policy shall remain in effect unless a change is dictated by applicable law.
- c. The City shall report to CalPERS the monetary value of uniforms and uniform maintenance for "Classic" employees required to wear uniforms. The monetary value by classification shall be listed in Exhibit B, or in the "Uniform Allowance" exhibit of the respective Employee League or Employee Association MOU. This applies only to "Classic" members, not to new members per Title 2 California Code of Regulations section 571(a)(5) as defined by the Public Employees' Pension Reform Act of 2013.
- d. Uniform allowance is defined as compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready

Garden Grove City Council Resolution No. Page 6

substitute for personal attire the employee would otherwise have to acquire and maintain.

B. Safety Shoes

A part-time employee required by the City to wear steel-toed safety shoes may receive a voucher for the purchase or repair of approved shoes, socks, insoles, and laces each fiscal year. Purchase subject to approval by department director or designee.

SECTION 7: AT-WILL EMPLOYMENT

Part-time unbenefited positions are deemed temporary assignments. Hence, employees in part-time unbenefited positions are at-will and employment is based upon continued programmatic needs. No guarantees are made related to hours or longevity. Employment may be terminated at any time, with or without cause.

APPENDIX A

PART-TIME HOURLY SALARY RANGES Effective the pay period that includes January 1, 2020

CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Intern	O018	\$ 15.50				
Recreation Leader	0251	\$ 13.20				
Recreation Specialist	0252	\$ 15.30				
Police Cadet	0251	\$ 13.20				
Police Office Aide	0251	\$ 13.20				
Master Reserve Officer	O350	\$ 35.20	\$ 36.30	\$ 37.30	\$ 38.40	\$ 39.50
Police Recruit	0606	\$ 26.10	\$ 27.20	\$ 28.30	\$ 29.30	\$ 30.40
Reserve Police Officer	0310	\$ 20.10	\$ 21.30	\$ 22.30	\$ 24.40	\$ 25.50
Reserve Technical Officer	O311	\$ 18.10	\$ 19.20	\$ 20.30	\$ 22.40	\$ 23.50

Note: The hourly salary rate for any part-time position in a full-time classification will be same as the hourly rate of the full-time job classification, as noted in the applicable Memorandum of Understanding or Salary Resolution for the full-time classification.

PART-TIME HOURLY SALARY RANGES Effective the pay period that includes January 1, 2021

CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Intern	0018	\$ 16.90				
Recreation Leader	0251	\$ 14.20				
Recreation Specialist	0252	\$ 16.00				
Police Cadet	0251	\$ 14.20				
Police Office Aide	0251	\$ 14.20				
Master Reserve Officer	0350	\$ 35.20	\$ 36.30	\$ 37.30	\$ 38.40	\$ 39.50
Police Recruit	0606	\$ 26.10	\$ 27.20	\$ 28.30	\$ 29.30	\$ 30.40
Reserve Police Officer	0310	\$ 20.10	\$ 21.30	\$ 22.30	\$ 24.40	\$ 25.50
Reserve Technical Officer	0311	\$ 18.10	\$ 19.20	\$ 20.30	\$ 22.40	\$ 23.50

Note: The hourly salary rate for any part-time position in a full-time classification will be same as the hourly rate of the full-time job classification, as noted in the applicable Memorandum of Understanding or Salary Resolution for the full-time classification.

PART-TIME HOURLY SALARY RANGES Effective the pay period that includes January 1, 2022

CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Intern	0018	\$ 18.30				
Recreation Leader	0251	\$ 15.20				
Recreation Specialist	0252	\$ 16.70				
Police Cadet	0251	\$ 15.20				
Police Office Aide	0251	\$ 15.20				
Master Reserve Officer	O350	\$ 35.20	\$ 36.30	\$ 37.30	\$ 38.40	\$ 39.50
Police Recruit	0606	\$ 26.10	\$ 27.20	\$ 28.30	\$ 29.30	\$ 30.40
Reserve Police Officer	0310	\$ 20.10	\$ 21.30	\$ 22.30	\$ 24.40	\$ 25.50
Reserve Technical Officer	O311	\$ 18.10	\$ 19.20	\$ 20.30	\$ 22.40	\$ 23.50

Note: The hourly salary rate for any part-time position in a full-time classification will be same as the hourly rate of the full-time job classification, as noted in the applicable Memorandum of Understanding or Salary Resolution for the full-time classification.

EXHIBIT B

UNIFORM ALLOWANCE

TITLE	REPORTED TO PERS EACH PAY PERIOD
Police Recruit	\$ 22.14
Reserve Police Officer	\$ 22.14
Reserve Technical Officer	\$ 22.14

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott Stiles From: Lisa Kim

Dept.: City Manager Dept.: Community and Economic

Development

Subject: Approval to enter into a Date: 12/10/2019

License Agreement with Cottage Industries, LLC for 52 parking spaces in the parking lot area located on 8th Street between 11391 Acacia Parkway and 11390-11400 Stanford Avenue, Garden Grove. (Action

Item)

OBJECTIVE

To obtain approval by the Garden Grove City Council to enter into a License Agreement with Cottage Industries, LLC for 52 parking spaces in the parking lot area located at 8th Street between 11391 Acacia Parkway and 11390-11400 Standford Avenue (APN: 090-15-457).

BACKGROUND

Cottages Industries, LLC ("Developer"), a subsidiary of LAB Holdings acquired twelve (12) properties and leased five (5) properties in the Downtown-Civic Center area in 2016. Since then, the developer has been working diligently on the approvals necessary to transform the craftsmen style homes into commercial restaurant, retail and hotel use. The Cottage Industries Project includes the Farm Block and the Art Block. The developer received Site Plan and Conditional Use Permit approval from the Planning Commission to develop the Farm Block Project on March 15, 2018, and the Art Block on December 5, 2019.

DISCUSSION

The Developer wishes to enter in a License Agreement (Attachment 1) with the City of Garden Grove to lease fifty-two (52) parking spaces at the Acacia Parking Lot, located north of Acacia Parkway, east of 8th Street, at 11391 Acacia Parkway, to satisfy the parking requirement for the Art Block's amended program.

The Acacia Lot has 110 existing parking spaces that serve the Acacia Adult Day Care

Center, the Credit Union, the Police Department, and adjoining community facilities. The parking lot prohibits school parking. As part of the license agreement, the developer will restripe the parking lot to provide a minimum of 124 parking spaces to accommodate the existing parking demand for the Acacia Lot and the required parking demand for the Art Block. The developer's proposed restripe plan identifies that 129 parking spaces can be accommodated at the Acacia Lot, which will exceed the minimum number of 124 parking spaces required. The final design of the parking lot will be reviewed and approved by the City to ensure that the appropriate number of handicap parking spaces are maintained.

In 2017, a parking utilization analysis for the Acacia Lot was performed as part of the Downtown Parking Management Strategic Plan. The Downtown Parking Management Strategic Plan was prepared to identify parking issues, concerns, and needs of current and future developments, and to outline recommendations and strategies for improving and effectively managing parking in the downtown area.

The data collected on June 13, 2017, for the Acacia Lot determined that at the noon hour, the same time as the Art Block's peak parking demand, 72 parking spaces were occupied. With the proposed restriping of the Acacia Lot to a minimum of 124 parking spaces, 72 parking spaces will continue to be available to serve the existing parking demand of the Acacia Lot, and 52 parking spaces will be available to serve the Art Block parking.

FINANCIAL IMPACT

Developer shall pay a monthly fee to the City in the amount of Twenty dollars (\$20) per parking space. Credit will be given to the Developer for improvements made to the parking lot by developer as described in Section 10 of the License Agreement. Payment shall commence on the first day Developer commences operation of the Cottage Industries project, but no later then December 2021, whichever comes first. Payment shall be prorated on a 30-day month basis.

RECOMMENDATION

It is recommended that the City Council:

- Approve the License Agreement with Cottage Industries, LLC for use of 52 parking spaces in the parking lot area located at 8th Street between 11391 Acacia Parkway and 11390-11400 Standford Avenue (APN: 090-15-457); and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modifications appropriate.

By: Grace Lee, Sr. Economic Development Specialist

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Attachment 1 - License	12/2/2019	Agreement	Cottage_Industries_License_Agreement-
Agreement	12/2/2013	Agreement	8th_St_Parking_Lot_10-24-19_(2).docx

LICENSE AGREEMENT

- l. <u>Parties and Date.</u> This License Agreement ("License Agreement") is made as of ______, 2020, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, ("City"), and Cottage Industries, LLC, a California Limited Liability Company ("Licensee").
- 2. <u>Premises.</u> Parking Lot Area located on 8th Street between 11391 Acacia Parkway and 11390-11400 Stanford Avenue (APN: 090-15-457). The Licensee shall have permission to use **FIFTY-TWO (52)** parking spaces depicted in approximate location on Exhibit A attached hereto and incorporated herein by reference.
- 3. Permit to Enter Premises. City grants to Licensee a nonexclusive revocable license to enter and use the Premises for the sole purpose set forth in Section 6 hereof and for no other purpose, subject to Licensee's compliance with all of the terms of this License Agreement. Licensee shall not permit any other person, except Licensee's employees and customers, to enter or use the Premises without City's prior written consent. Licensee acknowledges and agrees that it is not a tenant on the Premises and any rights or benefits which may accrue to Licensee by reason of execution of this Agreement or use of the Premises shall solely be those of a licensee and not a tenant.
- 4. <u>Consideration.</u> As consideration for the license granted in this License Agreement, Licensee shall pay a monthly fee to CITY in the amount of Twenty dollars (\$20) per parking space. Credit will be given to Licensee for improvements made to the Premises by Licensee as described in Section 10 of this License Agreement. Payment shall commence on the first day Licensee commences operation of the Cottage Industries project, but no later then December 2021 whichever comes first. Payment shall be prorated on a 30-day month basis.
- 5. <u>Term.</u> This License Agreement is for a term beginning upon the licensee receiving the certificate of occupancy or when developer begins the process of restriping the lot anticipated to be no later then December 2021 and shall continue on a month-to-month basis until terminated.
- 6. Use. The premises shall be used solely for customer parking of patrons and invitees of the Cottage Industries project and for its project lessees, employees, and owners, and for no other use. There will be no overnight parking or storage of any type.
- 7. <u>Security Deposit.</u> Licensee shall deposit with City a security deposit of One Thousand Dollars (\$1,000.00) prior to commencement of use of the Premises by Licensee ("Security Deposit"). The Security Deposit shall be returned to Licensee within thirty (30) days after the termination of this License Agreement if the Premises are left in the condition required by this License Agreement and Licensee is not otherwise in default of any provisions or requirements of this License Agreement.
- 8. Regulations. Licensee shall obtain, at its sole cost and expense, all governmental permits and authorizations of whatever nature required by any governmental agencies having jurisdiction over Licensee's use of the Premises. Licensee, at its sole cost, will comply with all applicable governmental laws and regulations. Licensee will also comply with any and all reasonable rules and regulations promulgated by City including, but not

limited to, those attached to this License Agreement as Exhibit B and incorporated herein by reference.

- 9. Condition and Maintenance of Premises. Licensee accepts the Premises in an "as is" condition. City expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability for Licensee's intended use of the Premises. Licensee shall maintain the Premises in a neat, clean, orderly and safe condition and shall be responsible for any damage done in or to the Premises caused by Licensee or its employees, agents, invitees, project lessees or contractors. Licensee shall implement and enforce all dust, water, and sound control conditions and measures as specified and/or imposed by any and all public, administrative and/or regulatory bodies. Best Management Practices that will be used to ensure compliance with federal, state, and local environmental regulations. Upon termination of this License Agreement, Licensee shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear, excepted only and, at its expense, shall remove all of its trade fixtures and personal property and repair any damage to the Premises occasioned by removal of these items. Furthermore, Licensee shall maintain the public rights of way and paths used by its employees, agents, invitees, project lessees or contractors to access the Premises to/from Licensee's project neat and clean of trash.
- 10. Improvements. Licensee will improve the Premises with parking striping and traffic circulation signing as generally depicted in Exhibit D or as approved by the City's Traffic Engineer. Licensee will improve the Premises per City standard specifications attached as Exhibit E. Licensee, its employees, agents or contractors shall construct no structure, sign or other improvement of any kind on the Premises without the prior written approval of City in each case notwithstanding installation of improvements for dust, water, and noise control pursuant to Section 9. Licensee shall submit plans and specifications to City for approval in each instance. Approval may be withheld, at City's sole discretion. No changes, modifications or alterations from approved plans and specifications may be made without City prior written approval. No approval by City of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by City as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Licensee's use or purpose. City, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications. Prior to the commencement of any work, Licensee or its contractor shall notify the current tenant at 11391 Acacia Parkway, Garden Grove, CA 92840 pertaining to the work.
- 11. <u>Liens</u>. Licensee shall not permit to be placed against the Premises, or any part of the Premises, any mechanics', materialmen's, contractors' or subcontractors' liens. Licensee shall indemnify, defend and hold City harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees related to same. Notwithstanding anything to the contrary set forth above, if Licensee in good faith desires to contest the validity of any lien, then Licensee shall procure, record and furnish to City a surety bond or other security satisfactory to City in an amount equal to at least one and one-half (1½) times the amount of the contested lien, claim or demand, which bond or other security shall discharge the lien of record and hold the Premises free from the effect of the lien or claim. City reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or on the improvements

on the Premises any notices of non-responsibility or other notice as may be desirable to protect City against liability. In addition to and not in limitation of City's other rights and remedies under this License Agreement, should Licensee fail, within ten (10) days of a written request from City, either to discharge any lien or claim related to Licensee's use of the Premises or to bond for any lien or claim as provided above, or to indemnify, hold harmless and defend City from and against any loss, damage, injury, liability or claim arising out of Licensee's use of the Premises as provided above, then City, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages, or settle or discharge any action or satisfy any judgment and all costs, expenses and attorneys' fees incurred in doing so shall be paid to City by Licensee upon written demand, together with interest thereon at the rate of ten percent (10%) per annum from the date incurred or paid through and including the date of payment.

12. <u>Indemnity.</u> Licensee agrees to and shall indemnify, defend, protect, and hold harmless the City of Garden Grove and its officials, officers, employees, attorneys, consultants, and agents (collectively, the "Indemnitees"), jointly and severally, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses, proceedings, lawsuits, orders, judgments, fines, obligations, encumbrances, liens, expenses (including without limitation all costs and expenses reasonably incurred to investigate and defend claims, whether or not any such claim is ultimately defeated, and costs and expenses reasonably incurred for consultants, court fees, administrative fees, expert witness fees, and attorneys' fees and remedial and response costs) of whatever kind or nature, contingent or otherwise, matured or not matured, foreseeable or unforeseeable, at law or in equity, any of which are suffered or incurred by the Indemnitees, or assessed, levied or asserted by any person or entity (whether governmental or private) against the Indemnitees, relating to, resulting from, arising out of or based upon, in whole or in part, the following: (i) any act, omission or negligence of the Licensee or its contractors, subcontractors, invitees, agents, servants, project lessees or employees in conjunction with the exercise of rights granted to Licensee pursuant to this License Agreement; (ii) any use of the Premises, or any accident, injury, death or damage to any person or property occurring in, on or about the Premises, or any part of the Premises, pursuant to this License Agreement or from any activity, work or thing done, permitted or suffered by Licensee or its contractors, subcontractors, employees, agents, project lessess or invitees in or about the Premises; (iii) Licensee's failure to comply with any provisions of this License Agreement; (iv) the validity or enforceability of this License Agreement or City's approval thereof; (v) the presence, release, use, generation, discharge, storage, disposal, removal or remediation of any hazardous materials (as such term is defined in Exhibit B) on, in, under, or emanating from the Premises as a result of the use of the Premises by Licensee or its contractors, subcontractors, invitees, agents, servants, project lessees or employees pursuant to this License Agreement; or (vi) the violation, or alleged violation, or compliance with the requirements of any governmental law, statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of hazardous materials to, from, on, in, under, about or around the Premises by Licensee or its contractors, subcontractors, invitees, agents, servants, project lessees or employees. Notwithstanding the foregoing, the indemnities described in (i) and (ii) above shall not apply to the extent of the sole negligence or willful misconduct of the Indemnitees.

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

Licensee's obligations pursuant to this Section 12 shall survive expiration or earlier termination of this License Agreement.

- 13. <u>Insurance.</u> Prior to entering the Premises and at all times during the Term, Licensee, at its sole expense, shall maintain a policy or policies of insurance with a reputable insurance company acceptable to City, meeting the requirements set forth in Exhibit C attached hereto and incorporated herein by reference. Licensee shall, prior to entering into possession of the Premises, deliver to City certificates of insurance evidencing same.
- 14. Termination and Remedies. This license may be terminated or revoked for any reason by the City following ninety (90) days written notice. City incurs no liability whatsoever for termination of this License Agreement . City acknowledges this License Agreement and associated parking stalls are necessary to satisfy Licensee's land use entitlement requirements for the Cottage Industries project. In the event City terminates this License Agreement within five years of its initial term, City agrees to assist Licensee in identifying replacement parking spaces to the extent Licensee demonstrates that the Cottage Industries project cannot then accommodate sufficient required parking under the thenapplicable provisions of the Garden Grove Municipal Code. If Licensee is in breach of any of its obligations under this License Agreement and fails to cure such breach within forty-eight (48) hours of receipt of written notice from City specifying the nature of the breach (or commence to cure and diligently pursue such cure to completion if such cure takes over forty-eight (48) hours), City shall have the right to terminate this License Agreement by written notice to Licensee.

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

- 15. <u>Inspection.</u> City and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion of the Premises or any improvements on the Premises at any time and from time to time.
- 16. <u>Non-assignment.</u> Licensee may not assign, sublet or otherwise transfer its interest under this License Agreement. Any attempted assignment, sublet or transfer made in violation of this provision shall be null and void.

- 17. <u>Costs of Enforcement.</u> If it is necessary for either party to employ an attorney to commence an action to enforce any of the provisions of this License Agreement, the nonprevailing party agrees to pay all costs of such action including, but not limited to, court costs and reasonable attorneys' fees.
- 18. <u>Notices.</u> All notices, consents, submissions for approvals, approvals, requests, demands and other communications provided for in this License Agreement shall be in writing and shall be deemed to have been duly given and received if and when personally served or forty-eight (48) hours after being deposited in the United States mail, registered, return receipt requested, postage prepaid, addressed to the intended party at:

CITY:

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

LICENSEE:

Cottage Industries, LLC 709 Randolph Avenue Costa Mesa, CA 92625Attention: Shaheen Sadeghi, CEO

- 20. <u>Miscellaneous</u>. This License Agreement constitutes the entire agreement between the City and Licensee pertaining to the subject matter of this License Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings of City and Licensee, oral or written. No supplement, modification or amendment of this License Agreement shall be binding unless in writing and executed by Licensee and City. No waiver of any provision of this License Agreement shall constitute a continuing waiver or waiver of any other provision. This License Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of this License Agreement are for purposes of reference only and shall not limit or define the meaning of any provision. This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Neither this License Agreement nor a short form memorandum of this License Agreement shall be filed or recorded in any public office.
- 21. <u>Non-Discrimination</u>. Licensee covenants that there shall be no discrimination against or segregation of any person, group, or employees due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any action or activity pursuant to this license.
- 22. <u>Relocation Benefits.</u> Licensee acknowledges that it is not and shall not be eligible for relocation assistance or benefits, or any claims, costs or obligations related in any manner thereto. Licensee hereby knowingly waives all notices of termination that may be required pursuant to California Government Code section 7260, et. seq., or any other

- displacement, acquisition or relocation laws or regulations, and waives all rights such relocation benefits, assistance and/or other compensation of whatever kind or nature.
- 23. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

(SIGNATURES ON THE FOLLOWING PAGE)

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

	CITY
	CITY OF GARDEN GROVE, a municipal corporation,
ATTEST:	By: City Manager
By:City Clerk	
APPROVED AS TO FORM	
City Attorney	
	LICENSEE
	Cottage Industries, LLC a California limited liability company
	By:
	Its:
	By:
	Its:

EXHIBIT A



EXHIBIT B

RULES AND REGULATIONS

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

EXHIBIT D
PRELIMINARY RESTRIPPING PLAN

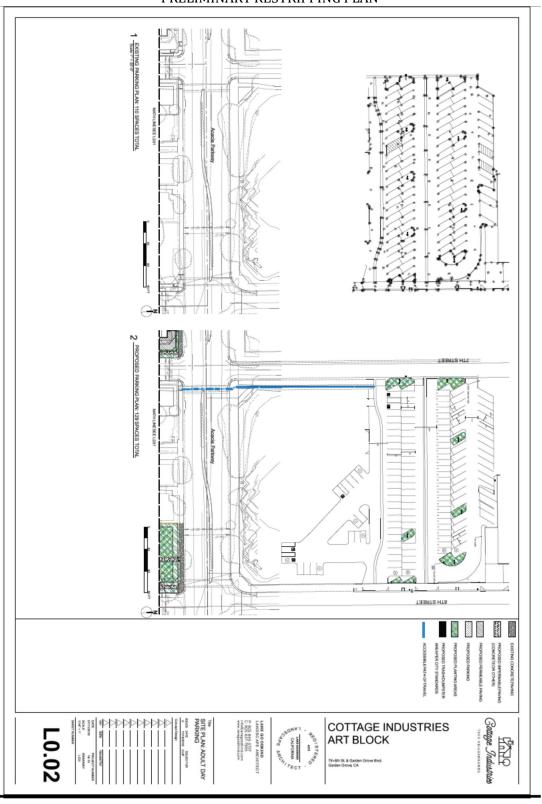
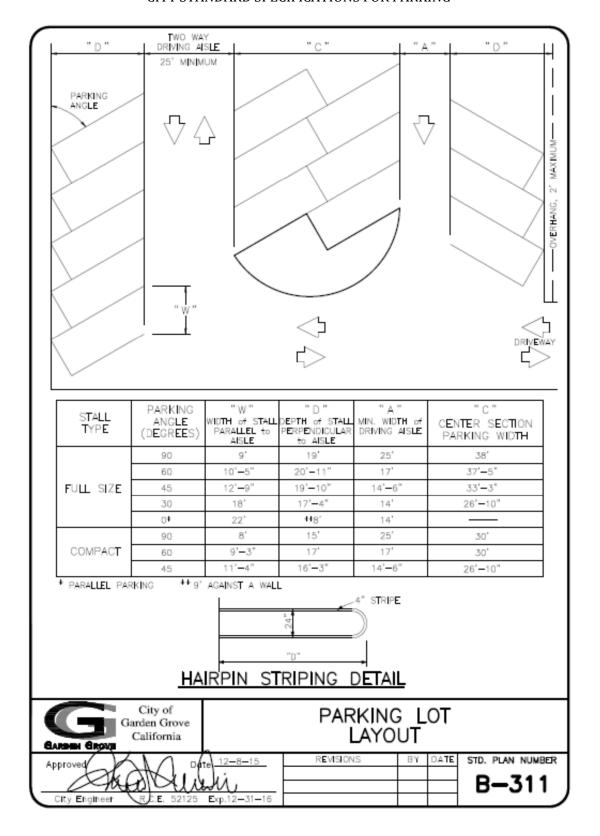


EXHIBIT E
CITY STANDARD SPECIFICATIONS FOR PARKING



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 an Amended

Promissory Note with Cottage Industries, LLC.

(Action Item)

Date: 12/10/2019

OBJECTIVE

To obtain approval by the City Council of an Amended Promissory Note with Cottage Industries, LLC.

BACKGROUND

Cottages Industries, LLC ("Developer"), a subsidiary of LAB Holdings acquired twelve (12) properties and leased five (5) properties in the Downtown-Civic Center area in 2016 through a Disposition and Development Agreement and a Promissory Note. The Cottage Industries Project is comprised of two parts described as the Farm Block and the Art Block. The Developer has been working diligently to obtain the necessary entitlement approvals to undertake the adaptive reuse of the Cottage Industries project that would support local small business growth such as eateries, makers and artesian retail spaces, and boutique-style hotel uses in the downtown Civic Center area. The Developer has received entitlement approvals to develop the Farm Block in March 2018, and the Art Block in December 2019, respectively.

DISCUSSION

Undertaking an adaptive reuse requires substantial resources to ensure preservation and rehabilitation of each property within the Cottage Industries project is maintained. To that end, the Developer is requesting a deferral payment period in which the financial resources can be dedicated to complete the rehabilitation work for both the Farm Block and the Art Block. The Developer brings a high-caliber of experience and vision when it comes to ensuring preservation of craftmen-style properties. The development team does anticipate construction of the Farm Block and Art Block to begin in early 2020.

To achieve the requested payment deferral period, a modification to the the current

Promissory Note is needed. The current terms of the Promissory Note requires the Developer to make monthly interest payments in the amount of \$9,030. Since 2016, approximately \$316,067 of interest payments have been made. For City Council consideration, an Amended Promissory Note for a 10-year period has been negotiated to provide for a 30-month deferral period in which the additional time would allow the Developer to complete the proposed rehabilitation and tenant improvements for the Cottage Industries Project.

The salient deal points of the Amended Promissory Note are as follows:

- The term will be ten (10) years;
- Payments would be deferred for a period of 30 months;
- Interest Payment of \$9,476 will begin at the 31st month or July 1, 2022;
- Principal and Interest Payments of \$19,476 will begin at Year 6 or July 1, 2025;
 and
- A Balloon Payment in the amount of \$2,453,304.58 will be due at the end of the Loan Term or the maturity date of December 1, 2029.

FINANCIAL IMPACT

Approval of the Amended Promissory Note will have no impact to the General Fund. The future Principal and Interest Payments will be deposited into two Housing Funds. Fund 510 (Housing Authority Asset) receives 64 percent of the payments and Fund 507 (Housing Successor Fund) receives 36 percent of the payments.

RECOMMENDATION

It is recommended that City Council:

 Approve the Amended Promissory Note secured by a Deed of Trust and authorize the City Manager to approve any pertinent documents on behalf of the City, and to approve minor modifications as appropriate.

By: Grace Lee, Sr. Economic Development Specialist

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Deed of Trust	12/3/2019	Backup Material	Lab-Cottage_Industries-Civic_Center_Properties- Amended_Deed_of_Trust.DOCX
Amended Promissory Note	12/5/2019	Backup Material	Lab-Cottage_Industries-Civic_Center_Properties- Amended_Promissory_Note_2019_w_exhibit_B.pdf

DEED OF TRUST

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Garden Grove Attn.: City Clerk 11222 Acacia Parkway Garden Grove, CA 92840

No fee document pursuant to Government Code Section 27383

APN:				_

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made this 1st day of December, 2019, by trustor Cottage Industries, LLC, a California limited liability company ("COTTAGE"), and trustee _______ ("Trustee"), for the benefit of the City of Garden Grove, a California municipal corporation, as beneficiary ("CITY").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, COTTAGE, hereby irrevocably grants, transfers, conveys and assigns to CITY, IN TRUST, WITH POWER OF SALE, for the benefit and security of CITY, under and subject to the terms and conditions hereinafter set forth, COTTAGE's fee interest in the property located in Orange County, California, described in the attached Exhibit "A" and more commonly known as [description] (the "Property").

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto;

TOGETHER WITH any and all buildings, improvements and landscaping of every kind and description now or hereafter erected thereon, and all property of COTTAGE now or hereafter affixed to or placed upon the Property (sometimes collectively referred to as the "Improvements");

TOGETHER WITH all right, title and interest of COTTAGE, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all oil, gas and mineral rights (including royalty and leasehold rights relating thereto), all water and water rights and shares of stock relating thereto, and any and all awards made for the taking

by eminent domain or by and proceeding or purchase in lieu thereof of the whole or any part of such property; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner.

All of the foregoing, together with the Property, is herein referred to as the "Security".

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

TO SECURE to CITY the obligations and any payments required by that certain Promissory Note, between COTTAGE and CITY, of even date herewith, along with any exhibits attached thereto ("Note");

TO SECURE to CITY the performance by COTTAGE of all agreements and adherence to all conditions set forth herein and in the Note;

TO SECURE all renewals, extensions, supplements and other modifications of any of the foregoing, including without limitation modifications that are evidenced by new or additional documents or that change the rate of interest on any obligation; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith, to protect the security of this Deed of Trust; and the performance of the covenants and agreements of COTTAGE herein contained.

All of the foregoing obligations, as well as those identified hereafter, are referred to collectively herein as the "COTTAGE Covenants."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, COTTAGE COVENANTS AND AGREES AS FOLLOWS:

1. <u>Purpose.</u> Pursuant to the Disposition and Development Agreement between the Lab Holdings, LLC and CITY dated May 10, 2016, which Disposition and Development Agreement was assigned by Lab Holdings, LLC to COTTAGE on May 31, 2016, which assignment was consented to by CITY, CITY has transferred the Property to COTTAGE, which will reuse the existing buildings and rehabilitate them for reuse purposes to attract commercial uses consistent with the mixed use zoning established for the Property by the City of Garden Grove. As set forth in said Disposition and Development Agreement, the Consideration for the Property was \$3,386,437.50 ("Consideration"), of which \$677,257.50 has been paid by COTTAGE to CITY. The remaining \$2,709,030.00 of the Consideration is to be paid by COTTAGE in accordance with the Note. CITY has further agreed to defer payment of interest for

a period of 30 months, and has further agreed to defer payment of development fees in the amount of \$133,715.82 subject to 4% simple interest per annum for a total of \$284,274.58 in interest being deferred for said 30 months and being added to the remaining \$2,709,030.00 of the Consideration for a total principal under the Note in the amount of \$2,993,304.58. This Deed of Trust secures the Note for that \$2,993,304,58 remaining balance of the Consideration plus deferred interest.

- 2. <u>Definitions.</u> The terms set forth in this section shall have the following meanings in this Deed of Trust. Any capitalized terms not defined in this Deed of Trust shall have the same meanings as defined in the Disposition and Development Agreement and the Note, the terms of which have been incorporate into this Deed of Trust.
 - a. "COTTAGE" shall mean the trustor, Cottage Industries, LLC.
 - b. "Deed of Trust" shall mean this Deed of Trust and Security Agreement.
 - c. "Loan" shall have the same meaning as set forth in the Promissory Note.
 - d. "Note" shall mean that certain Promissory Note secured by this Deed of Trust, of even date herewith, executed by COTTAGE for the benefit of the CITY.
 - e. "CITY" shall mean the City of Garden Grove, a California municipal corporation.
 - f. "Disposition and Development Agreement" shall mean the Disposition and Development Agreement, executed by Lab Holdings, LLC and the CITY dated May 10, 2016, which was assigned by Lab Holdings, LLC to COTTAGE on May 31, 2016, and consented to by CITY.
 - g. "Property" shall mean that certain real property legally described on Exhibit "A," attached to this Deed of Trust and incorporated herein, together with all Improvements, and fixtures now or hereafter constructed, placed or located on the Property.
 - h. "Term" shall mean the term of the Note, the obligations of which are secured by this Deed of Trust.
- 3. <u>COTTAGE's Estate.</u> COTTAGE represents and warrants that it is lawfully seized of the estate hereby conveyed, that it has the right to grant and convey the Security, and that other than this Deed of Trust, and the Note, the Security is not encumbered by any senior liens. COTTAGE agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage of any title insurance policy insuring CITY's interest in the Security.
- 4. <u>Payment of Sums Owed.</u> COTTAGE shall promptly pay to CITY, when due, any amounts due under the Note, including, but not limited to amounts due under the Loan as set forth in the Note.

- 5. <u>COTTAGE Covenants.</u> COTTAGE will observe and perform all of the covenants and agreements of the COTTAGE Covenants, as more specifically contained herein.
- 6. Transfer of Property by COTTAGE. Prior to expiration of the Term, COTTAGE agrees that COTTAGE shall not sell or transfer the Security except as may be provided in the Note and the Disposition and Development Agreement, without the prior written consent of CITY. The following events shall not be considered a transfer of interest: (a) a change in ownership of COTTAGE as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of COTTAGE's stock on a national exchange or between COTTAGE's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with COTTAGE; (c) the Transfer of this Agreement to COTTAGE's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with COTTAGE; or (d) a collateral assignment of COTTAGE's interest in this Agreement to a lender as security for any indebtedness of COTTAGE to the lender. COTTAGE shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to City.
- Liens. COTTAGE shall not cause, incur, suffer or permit to exist or become effective any lien, encumbrance or charge upon all or any part of the Property, or any interest therein other than (i) easements, rights of way, covenants, conditions, restrictions, liens and other title limitations as provided in the Disposition and Development Agreement, or as approved in writing by CITY, and (ii) immaterial easements and rights of way which are required by governmental authorities as a condition to the use of the Security (collectively, the "Permitted Encumbrances"). COTTAGE shall pay and promptly discharge, at COTTAGE's cost and expense, all liens, encumbrances and charges upon the Security, or any part thereof or interest therein other than the Permitted Encumbrances. If COTTAGE shall fail to remove and discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of CITY, CITY may, but shall not be obligated to, discharge the same, without inquiring into the validity of such lien, encumbrance or charge nor inquiring into the existence of any defense or offset thereto, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in court a bond or the amount claimed, or otherwise giving security for such claim, in such manner as is or may be prescribed by law. COTTAGE shall, immediately upon demand by CITY, pay to CITY an amount equal to all costs and expenses incurred by CITY in connection with the exercise by CITY of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure and, until paid, such sums shall be secured hereby.
- 8. <u>Preservation and Maintenance of Security.</u> COTTAGE agrees that at all times prior to full payment of the sums owed under the Note, secured by this Deed of Trust, that the COTTAGE will, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and repair and in a prudent and businesslike manner.
 - 9. <u>Protection of CITY's Security.</u>

- a. If COTTAGE fails to perform the COTTAGE Covenants or any obligations contained in this Deed of Trust, or the Note, if an Event of Default, as defined hereafter, occurs, or if any action or proceeding is commenced which materially affects CITY's interest in the Security, then CITY, at its option and upon notice to COTTAGE, may make such appearances, disburse such sums and take such action as it determines necessary to protect CITY's interest, including but not limited to, disbursement of reasonable attorney's fees and necessary repairs to the Security.
- b. Any amounts disbursed by CITY pursuant to this Section will become an indebtedness of COTTAGE secured by this Deed of Trust. Unless COTTAGE and CITY agree to other terms of payment, such amount will be payable upon notice from CITY to COTTAGE requesting payment thereof, and will bear interest of ten percent (10%) from the date of disbursement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Nothing contained in this Section will require CITY to insure any expense or take any action hereunder.
- c. In the event that the COTTAGE fails to observe or perform any obligations or COTTAGE Covenants under this Deed of Trust, or the Note, then the CITY may hold COTTAGE in default, treat the occurrence as an Event of Default pursuant to this Deed of Trust, and take any actions available under this Deed of Trust, or the Note, including, but not limited to, acceleration of any payments due or sale of the Security, as provided for hereafter.
- 10. <u>Events of Default.</u> Each of the following shall constitute an event of default ("Event of Default"): (a) the occurrence of any default under the provisions of this Deed of Trust, or the Note; or (b) the failure to make any payment or perform any of COTTAGE's other obligations now or hereafter secured by this Deed of Trust (subject to any applicable cure period).
- 11. <u>Acceleration. Remedies and Notice.</u> If COTTAGE is in default of any obligations under this Deed of Trust (including the COTTAGE Covenants), or the Note, or at the occurrence of any Event of Default, then at the option of CITY, the amount of any payment related to any such default, the Loan amount under the Note, as applicable, and any other indebtedness and other obligations secured hereby shall immediately become due and payable without presentment, protest notice or demand, all of which are hereby expressly waived, upon written notice by CITY to COTTAGE and no omission on the part of CITY to exercise such option when entitled to do so shall be construed as a waiver of such right.

Upon COTTAGE's breach of any covenant or agreement in this Deed of Trust (including, but not limited to, the covenant to pay, when due, any sums secured by this Deed of Trust), or the Note, or upon the occurrence of an Event of Default, CITY, prior to acceleration of the sums due under the Note, shall provide notice by certified mail, return receipt requested, to COTTAGE specifying:

a. the breach or Event of Default;

- b. if the breach or Event of Default is curable, and the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is effective, by which such breach, if curable, is to be cured; and
- d. if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums due under the Note, as secured by this Deed of Trust, as well as sale of the Security (collectively the "Notice of Default")

If the breach or Event of Default is not curable or is not cured on or before the date specified in the Notice of Default, CITY, at its option, may:

- i. declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;
- ii. commence an action to foreclose this Deed of Trust as a mortgage, or specifically enforce any of the covenants hereof;
- iii. deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale as the law may require; or
- iv. exercise all other rights and remedies provided herein, in the instruments by which COTTAGE acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby; or provided by law.

The Notice of Default shall also inform COTTAGE of COTTAGE's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of COTTAGE to acceleration and sale.

CITY shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section.

- 12. <u>Foreclosure by Power of Sale.</u> Should CITY elect to foreclose by exercise of the power of sale herein contained, CITY shall notify Trustee and shall deposit with Trustee this Deed of Trust, and the Note, which is secured hereby (and the deposit of which shall be deemed to constitute evidence that unpaid amounts due pursuant to the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.
 - a. Upon receipt of such notice of election to foreclose from CITY, Trustee shall cause to be recorded, published and delivered to COTTAGE the Notice of Default, as outlined above, and CITY'S notice of election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on COTTAGE, after lapse of such time as may then be required by law and after recordation of a Notice of

Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise to the COTTAGE according to law, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation Trustee or CITY, may purchase at such sale, and COTTAGE hereby covenants to warrant and defend the title of such purchaser or purchasers.

- b. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid amounts due pursuant to the Note; (ii) all other sums then secured hereby, as applicable; and (iii) the remainder, if any, to COTTAGE.
- c. Trustee may postpone sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.
- 13. <u>COTTAGE's Right to Reinstate.</u> Notwithstanding CITY's acceleration of the sums secured by this Deed of Trust, or other actions taken in response to any Event of Default of COTTAGE, COTTAGE shall have the right to have any proceedings commenced by CITY, to enforce this Deed of Trust, discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if:
 - a. COTTAGE pays CITY all sums which would be then due under this Deed of Trust, or the Note, as applicable;
 - b. COTTAGE cures all breaches of any other covenants or agreements of COTTAGE contained in this Deed of Trust, or the Note, as applicable
 - c. COTTAGE pays all reasonable expenses incurred by CITY and Trustee in enforcing the covenants and agreements of COTTAGE contained in this Deed of Trust, and in enforcing CITY's and Trustee's remedies, including, but not limited to, reasonable attorney's fees, as applicable; and
 - d. COTTAGE takes such action as CITY may reasonably require to assure that the lien of this Deed of Trust, CITY's interest in the Security and COTTAGE's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired.

Upon such payment and cure by COTTAGE, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

- 14. <u>Forbearance by CITY Not a Waiver.</u> Any forbearance by CITY in exercising any right or remedy shall not be a waiver of the exercise of any such right or remedy, nor shall acceptance by CITY of any payment provided for in the Note constitute a waiver of the CITY's right to require prompt payment of any remaining amounts owed. The procurement of insurance or the payment of taxes or other liens or charges by CITY shall not be a waiver of CITY's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- 15. <u>Remedies Cumulative.</u> All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, including the Note, or afforded by law or equity, and may be exercised concurrently, independently or successively at the discretion of CITY.
- 16. <u>Reconvevance.</u> Upon payment of all sums secured by this Deed of Trust, as set forth in the Note, CITY shall request Trustee to reconvey the Security and shall surrender this Deed of Trust and the Note to Trustee. Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
- 17. <u>Substitute Trustee.</u> CITY, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 18. <u>Notice.</u> All notices, demands and requests which may be given, or which are required to be given by any party to this Deed of Trust, and any exercise of a right of termination provided by this Deed of Trust, shall be in writing and shall be deemed effective either: (1) 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; (2) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

If to COTTAGE: Cottage Industries, LLC

Attn.:

709 Randolph Ave. Costa Mesa, CA 92626

If to CITY: City of Garden Grove,

Attn.: City Manager 11222 Acacia Parkway Garden Grove, CA 92840

19. <u>Governing Law.</u> This Deed of Trust shall be governed by the laws of the State of California.

- 20. <u>Severability.</u> Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.
- 21. <u>Captions.</u> The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 22. <u>Exhibits.</u> Any exhibits referred to in this Deed of Trust are incorporated in this Deed of Trust by such reference.
- 23. <u>Subordination</u>. This Deed of Trust shall be automatically subordinate to a deed of trust, to be executed by COTTAGE or COTTAGE's successor in interest and recorded in Orange County, California, to secure a loan (hereafter referred to as a "construction loan") obtained for the purpose of the construction of the rehabilitation work on the Property, provided that the conditions listed below are satisfied. For purposes of this Deed of Trust, "construction loan" shall include any advance of funds to COTTAGE by the lender for the purpose of the construction of the rehabilitation work on the Property and secured by a lien on the Property, whether in the form of a mortgage, deed of trust, or other security instrument in favor of the lender. The following are the conditions to this subordination:
 - a. At the time of recordation of the deed of trust securing the construction loan, no unrescinded Notice of Default of this Deed of Trust appears of record.
 - b. Any funds derived from the construction loan secured by the Property shall be used only for the construction of improvements on the Property and, to the extent permitted in this Deed of Trust, for the payment of loan fees, interest, or charges directly connected with the construction of improvements on the Property. "Construction of improvements" as used in this Deed of Trust shall mean the rehabilitation work associated with the Cottage Industries project, including the actual costs of labor and materials to rehabilitate the structures on the Property with the usual appurtenances, including parking facilities, driveway, and fencing; aggregate costs of general improvements, including engineering fees, architectural fees, drafting fees, and permit and inspection fees.
 - c. The total amount of the construction loan shall not exceed thirty (30) percent of the anticipated value of the Property after completion of the construction of improvements financed by the construction loan, as determined by the lender. For example, if the value of the Property is estimated at \$4 million after completion of the rehabilitation work, the construction loan shall not exceed \$1.2 million.

- d. No portion of the construction loan shall be used to pay loan fees, interest, or other charges not directly connected with the construction of improvements on the Property.
- e. The proceeds of the construction loan shall be disbursed by the Lender either through its own offices or through a bonded disbursement control agency only after inspection of the work completed on the Property and presentation of vouchers signed by COTTAGE or its successors in interest for the cost of work, labor, or materials actually performed or used in the construction of improvements on the Property.
- f. The remaining terms and provisions of the construction loan shall be as required by the Lender.

CITY shall, within fifteen (15) days after receipt of a written request therefor from COTTAGE, execute a separate agreement of subordination, in recordable form, in favor of the construction loan to which this Deed of Trust is hereby subordinated, and deliver the subordination agreement to the lender or the lender's title company designated by COTTAGE. The terms of any such subordination agreement shall prevail over the subordination provisions provided for in this Deed of Trust. CITY's City Manager shall have authority to approve and execute such subordination agreement.

IN WITNESS WHEREOF, COTTAGE has executed this Deed of Trust as of the date first written above.

COTTAGE INDUSTRIES, LLC a California limited liability company

By:	
•	as agent and manager
Ву:	
	e:
Ву:	
Dat	

EXHIBIT "A" TO DEED OF TRUST

GENERAL DESCRIPTION OF THE PROPERTY

	Address	APN
1	12911 7TH ST	090-172-18
2	11352 ACACIA PKWY	090-172-29
3	12902 7TH ST	090-173-04
4	12912 7TH ST	090-173-05
5	12932 7TH ST	090-173-07
6	11361 GARDEN GROVE BLVD	090-173-09
7	11391 GARDEN GROVE BLVD	090-173-11
8	12911 8TH ST	090-173-16
9	11412 ACACIA PKWY	090-173-22
10	12932 8TH ST	090-174-05
11	12931 9TH ST	090-174-11
12	12941 9TH ST	090-174-10

A trust deed will be recorded for each parcel described above.

1458773.1 Page 62 of 494

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)	
satisfactory evidence to be the and acknowledged to me the	person(s) whose name(s) hat he/she/they executed her/their signature(s) on t	, Notary Public , proved to me on the basis of is/are subscribed to the within instrument the same in his/her/their authorized the instrument the person(s), or the entity instrument.
I certify UNDER PENA the foregoing paragraph is true		der the laws of the State of California tha
WITNESS my hand an	d official seal.	
	Notary Public	

1458773.1 Page 63 of 494

PROMISSORY NOTE SECURED BY DEED OF TRUST

[AMENDMENT TO NOTE DATED DECEMBER 8, 2016]

Amended Principal Amount: \$2,993,304.58

January 1, 2020

FOR VALUE RECEIVED, the undersigned, COTTAGE INDUSTRIES, LLC, a California limited liability company ("Borrower") promises to pay to the City of Garden Grove, a California municipal corporation ("City") or to order at 11222 Acacia Parkway, Garden Grove, California, 92840, or such other place as City may designate in writing, the principal sum of TWO MILLION NINE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED FOUR DOLLARS AND FIFTY-EIGHT CENTS (\$2,993,304.58) plus interest, as set forth below, on the terms specified below.

- 1. <u>Agreement.</u> This Note is an amendment to the promissory note secured by deed of trust given in accordance with that certain Disposition and Development Agreement, as defined hereafter. The obligations of the Borrower under this Note shall be subject to the terms of the Deed of Trust of even date herewith, which secures performance under this Note.
- 2. <u>Definitions.</u> The terms set forth in this section shall have the following meanings in this Note. Capitalized terms not defined in this Note shall have the same meanings as defined in the Deed of Trust, the terms of which are incorporated into this Note by this reference.
- (a) "Deed of Trust" shall mean that certain Deed of Trust, of even date herewith, executed by Borrower for the benefit of City, which Deed of Trust secures the obligations of this Note.
- (b) "Loan" shall mean the loan in the amount of 2,993,304.58 by City to Borrower, which Loan is the subject of this Note.
 - (c) "Note" shall mean this Promissory Note Secured by Deed of Trust.
 - (d) "Parties" shall mean City and Borrower.
- (e) "Property" shall mean that certain real property described on Exhibit "A," attached hereto and incorporated herein, together with all improvements, and fixtures now or hereafter constructed, placed or located on the Property.
- (f) "Disposition and Development Agreement" or "DDA" shall mean that certain Disposition and Development Agreement between City and Borrower executed by Lab Holdings, LLC and the City dated May 10, 2016, which was assigned by Lab Holdings, LLC to Borrower on May 31, 2016, and consented to by City.
- (g) "Term" shall mean the term of this Note, which shall begin on the date first set forth above and shall end on December 30, 2029.

3. Repayment.

- (a) Principal and Interest Deferment. Pursuant to the Payment Schedule attached as Exhibit "B" hereof, commencing on January 1, 2020, for a period of 30 months, through June 30, 2022, the original principal loan amount of \$2,709,030.00 plus simple interest on that amount at the rate of 4% per annum (\$270,903.00 for said 30-month period) plus interest at the rate 4% per annum being deferred on the principal amount of \$133,715.82 for Phase I fees for Borrower's development fees (\$13,371.58 in interest for said 30-month period) shall be deferred, for a total of \$284,274.58 in deferred interest being added to the original \$2,709,030.00 loan for a total principal amount under this Note in the amount of \$2,993,304.58.
- (b) Monthly Interest-Only Payments. Starting on July 1, 2022, and continuing thereafter from month-to-month until June 30, 2025, Borrower shall pay the monthly sum of \$9,475.82. Said monthly payment represents \$9,030.10 in simple interest at 4% per annum on the original \$2,709,030.00 loan, plus \$445,72 in simple interest at 4% per annum on the \$133,715.82 deferred Phase I fees, being computed on the basis of a 360-day year. Said monthly payments shall be made to City, or to order, in advance on the first day of each calendar month. Phase I fees interest payments shall cease upon Borrower's payment in full of said fees.
- (c) <u>Monthly Principal and Interest Payments</u>. Starting on July 1, 2025, through December 1, 2029, Borrower shall pay principal in the amount of \$10,000.000 monthly. Said principal payment amount shall be added to the interest payments in subdivision (b) above, for a total monthly payment in the amount of \$19,475.82 or \$19,030.10 if Phase I fees have been paid in full.
- (d) Repayment in Full. At the end of the Term of this Note, the entire unpaid principal balance in the amount of 2,453,304.58 and all accrued interest, if any, shall be due and payable. Furthermore, the total amount of the unpaid principal owed under this Note shall immediately become due and payable in the event of a default by Borrower under this Note or the Deed of Trust. Failure to declare such amounts due shall not constitute a waiver on the part of City to declare them due in the event of a subsequent default.
- (e) <u>Terms of Payment.</u> All amounts due and payable under the Note are payable at the Office of City at the address provided above, or at such other place or places as City may designate to Borrower in writing from time to time. Any payment under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.
- (f) <u>Prepayments.</u> Borrower may prepay all or part of the principal balance plus applicable interest due under this Note without penalty.
- 4. <u>Prohibition Against Transfer of Interest.</u> Borrower shall not make any transfer, sale, assignment or conveyance, or transfer in any other form, other than in accordance with the terms of this Note or the Deed of Trust. If any such transfer is made, all amounts due under this Note shall become immediately due and payable without further notice by City, as set forth herein. The following events shall not be considered a transfer of interest: (a) a change in ownership of

Borrower as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Borrower's stock on a national exchange or between Borrower's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Borrower; (c) the Transfer of this Agreement to Borrower's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Borrower; or (d) a collateral assignment of Borrower's interest in this Note to a lender as security for any indebtedness of Borrower to the lender. Borrower shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to City.

5. Security. The Deed of Trust, dated the same date as this Note, secures this Note.

6. Waivers.

- (a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at City's sole discretion and that City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.
- (b) No extension of time for payment of this Note or any installment hereof made by agreement by City with any person or party now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.
- (c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights:
- (i) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever;
- (ii) of presentment for payment, demand, protest and notices of dishonor and protest made by City; and
- (iii) with respect to City's diligence in taking any action to collect any sums owing under this Note or in proceeding against any of City's rights and interests in and to properties securing payment of this Note.
- 7. <u>Attorney Fees and Costs.</u> Borrower agrees, that if any amounts due under this Note are not paid when due, in addition to any such past due amounts, Borrower shall pay, all costs and expenses of collection and reasonable attorney fees paid or incurred by City in connection with the collection or enforcement of this Note; whether or not suit is filed.
- 8. <u>Joint and Several Obligations.</u> This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

- 9. <u>Deed of Trust Acceleration.</u> This Note is secured by a Deed of Trust on the Property. The Deed of Trust provides for acceleration of the payments due under this Note, along with applicable interest, as set forth in Section 10, below, in the event of default (after expiration of any applicable cure period) under the Deed of Trust or this Note.
- 10. <u>Default.</u> Borrower shall be in default under this Note if Borrower: (i) fails to pay any money when due under this Note; (ii) breaches any representation or covenant made in this Note in any material respect; or (iii) breaches any provision of the Deed of Trust.

All covenants, conditions, and agreements contained in this Note and the Deed of Trust are hereby made a part of this Note, and Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all charges owing, shall, at the option of City hereof, become immediately due and payable, and thereafter until paid bear interest at the rate of ten percent (10%) per annum ("Default Rate"), compounded annually upon the failure of the Borrower to make any payment hereunder, as and when due (after expiration of any applicable cure period); upon the failure of Borrower to perform or observe any other term or provision of this Note; or upon the occurrence of any event (whether termed default, event of default, or similar term) which (after the expiration of any applicable cure period) under the terms of this Note or the Deed of Trust shall entitle City to exercise rights or remedies thereunder.

- 11. <u>Governing Law.</u> This Note shall be construed in accordance with and be governed by the laws of the State of California.
- 12. <u>Severability.</u> If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
 - 13. Time. Time is of the essence in this Note.
- 14. No Waiver by City. No waiver of any breach, default, or failure of condition under the terms of this Note or the Deed of Trust or the obligations secured thereby shall be implied from any failure of City to take, or any delay by City in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note or the Deed of Trust or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.
- 15. <u>Amendments and Modifications.</u> This Note may not be changed orally, but only by an amendment in writing signed by Borrower and City.
- 16. <u>Notices</u>. All notices required in this Note shall be sent in accordance with Section 18 of the Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

COTTAGE INDUSTRIES, LLC a California limited liability company

By:	
as agent and manager	
Ву:	
Date:	
By:	
Date:	

EXHIBIT "A" TO PROMISSORY NOTE

GENERAL DESCRIPTION OF THE PROPERTY

	Address	APN
1	12911 7TH ST	090-172-18
2	11352 ACACIA PKWY	090-172-29
3	12902 7TH ST	090-173-04
4	12912 7TH ST	090-173-05
5	12932 7TH ST	090-173-07
6	11361 GARDEN GROVE BLVD	090-173-09
7	11391 GARDEN GROVE BLVD	090-173-11
8	12911 8TH ST	090-173-16
9	11412 ACACIA PKWY	090-173-22
10	12932 8TH ST	090-174-05
11	12931 9TH ST	090-174-11
12	12941 9TH ST	090-174-10

EXHIBIT "B" TO PROMISSORY NOTE

Cottage Industries Interest Payment Schedule

		Beginning	Accrued	st P	ayment Schedu PRINCIPAL	ı	NTEREST		Loan
FY 1//17	DATE	Balance	Interest	.	Payment		Payment	¢	Balance
16/17 16/17 16/17	1/1/2017 2/1/2017 3/1/2017	\$ 2,709,030.00 \$ 2,709,030.00 \$ 2,709,030.00		\$ \$ \$	-	\$ \$ \$	9,030.50 9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00 2,709,030.00
16/17 16/17 16/17	4/1/2017 5/1/2017	\$ 2,709,030.00 \$ 2,709,030.00 \$ 2,709,030.00		\$ \$	- - -	\$ \$	9,030.50 9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00 2,709,030.00
16/17 16/17 17/18	6/1/2017 7/1/2017		\$ 9,030.50 \$ 9,030.50	\$	<u>-</u> -	\$	9,030.50 9,030.50 9.030.50	\$	2,709,030.00 2,709,030.00 2,709,030.00
17/18 17/18 17/18	8/1/2017 9/1/2017	\$ 2,709,030.00 \$ 2,709,030.00 \$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	- -	\$ \$	9,030.50 9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00 2,709,030.00
17/18 17/18	10/1/2017 11/1/2017	\$ 2,709,030.00 \$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$	9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00
17/18 17/18	12/1/2017 1/1/2018	\$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$	9,030.50 9,030.50	\$	2,709,030.00 2,709,030.00
17/18 17/18	2/1/2018 3/1/2018		\$ 9,030.50 \$ 9,030.50	\$ \$	-	\$ \$	9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00
17/18 17/18	4/1/2018 5/1/2018	\$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$		\$ \$	9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00
17/18 18/19	6/1/2018 7/1/2018	\$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$	9,030.50 9,030.50	\$	2,709,030.00 2,709,030.00
18/19 18/19 18/19	8/1/2018 9/1/2018 10/1/2018	\$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50 \$ 9,030.50	\$ \$ \$	-	\$ \$ \$	9,030.50 9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00 2,709,030.00
18/19 18/19	11/1/2018 12/1/2018	\$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$	9,030.50 9,030.50	\$	2,709,030.00 2,709,030.00 2,709,030.00
18/19 18/19	1/1/2019 2/1/2019	\$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$	9,030.50 9,030.50	\$	2,709,030.00 2,709,030.00
18/19 18/19	3/1/2019 4/1/2019	\$ 2,709,030.00 \$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$ \$	9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00
18/19 18/19	5/1/2019 6/1/2019	\$ 2,709,030.00 \$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$ \$	- -	\$ \$	9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00
19/20 19/20	7/1/2019 8/1/2019	\$ 2,709,030.00 \$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$	9,030.50 9,030.50	\$	2,709,030.00 2,709,030.00
19/20 21/22	9/1/2019 10/1/2019	\$ 2,709,030.00 \$ 2,709,030.00	\$ 9,030.50 \$ 9,030.50	\$	-	\$	9,030.50 9,030.50	\$	2,709,030.00 2,709,030.00
21/22 21/22	11/1/2019 12/1/2019		\$ 9,030.50 \$ 9,030.50	\$ \$	EREST DEFERRAL	\$ \$	9,030.50 9,030.50	\$ \$	2,709,030.00 2,709,030.00
	7/1/2022 8/1/2022	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$ \$	EREST DEFERRAL - -	\$ \$	9,476.22 9,476.22	\$ \$	2,993,304.58 2,993,304.58
Year 3 Cont'd	9/1/2022 10/1/2022	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$ \$	-	\$ \$	9,476.22 9,476.22	\$ \$	2,993,304.58 2,993,304.58
	11/1/2022 12/1/2022	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$ \$	-	\$ \$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
	1/1/2023 2/1/2023	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$		\$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
	3/1/2023 4/1/2023	\$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$	-	\$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
Year 4	5/1/2023 6/1/2023 7/1/2023	\$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$ \$ \$	-	\$ \$ \$	9,476.22 9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58 2,993,304.58
	8/1/2023 9/1/2023	\$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$ \$	- - -	\$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,993,304.58 2,993,304.58 2,993,304.58
	10/1/2023 11/1/2023	\$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$	-	\$	9,476.22 9,476.22	\$ \$	2,993,304.58 2,993,304.58
-	12/1/2023 1/1/2024	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$	-	\$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
	2/1/2024 3/1/2024		\$ 9,476.22 \$ 9,476.22	\$	-	\$ \$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
	4/1/2024 5/1/2024	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$	-	\$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
Year 5	6/1/2024 7/1/2024	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$	-	\$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
	8/1/2024 9/1/2024 10/1/2024		\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$ \$ \$	- -	\$ \$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,993,304.58 2,993,304.58 2,993,304.58
	11/1/2024 11/1/2024 12/1/2024		\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	- -	\$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,993,304.58 2,993,304.58
	1/1/2025 2/1/2025	\$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$		\$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
	3/1/2025 4/1/2025	\$ 2,993,304.58 \$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$	-	\$ \$	9,476.22 9,476.22	\$ \$	2,993,304.58 2,993,304.58
Year 6	5/1/2025 6/1/2025	\$ 2,993,304.58	\$ 9,476.22 \$ 9,476.22	\$	-	\$	9,476.22 9,476.22	\$	2,993,304.58 2,993,304.58
	7/1/2025 8/1/2025	\$ 2,983,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22	\$	2,983,304.58 2,973,304.58
	9/1/2025 10/1/2025 11/1/2025	\$ 2,963,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$ \$ \$	10,000.00 10,000.00 10,000.00	\$ \$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,963,304.58 2,953,304.58 2,943,304.58
	12/1/2025 12/1/2025 1/1/2026	\$ 2,943,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22	\$	2,933,304.58 2,923,304.58
	2/1/2026 3/1/2026	\$ 2,923,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00	\$	9,476.22 9,476.22	\$	2,913,304.58 2,903,304.58
	4/1/2026 5/1/2026	\$ 2,903,304.58	\$ 9,476.22 \$ 9,476.22	\$ \$	10,000.00 10,000.00	\$ \$	9,476.22 9,476.22	\$ \$	2,893,304.58 2,883,304.58
Year 7	6/1/2026 7/1/2026	\$ 2,873,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22	\$	2,873,304.58 2,863,304.58
	8/1/2026 9/1/2026	\$ 2,853,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22	\$	2,853,304.58 2,843,304.58
	10/1/2026 11/1/2026 12/1/2026	\$ 2,833,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$ \$ \$	10,000.00 10,000.00 10,000.00	\$ \$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,833,304.58 2,823,304.58 2,813,304.58
	1/1/2027 1/1/2027 2/1/2027	\$ 2,823,304.58 \$ 2,813,304.58 \$ 2,803,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00 10,000.00	\$ \$	9,476.22 9,476.22 9,476.22	\$	2,813,304.58 2,803,304.58 2,793,304.58
	3/1/2027 4/1/2027	\$ 2,793,304.58 \$ 2,783,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	10,000.00	\$	9,476.22 9,476.22 9,476.22	\$ \$	2,783,304.58 2,773,304.58
Year 8	5/1/2027 6/1/2027	\$ 2,773,304.58 \$ 2,763,304.58	\$ 9,476.22 \$ 9,476.22	\$ \$	10,000.00 10,000.00	\$ \$	9,476.22 9,476.22	\$ \$	2,763,304.58 2,753,304.58
real o	7/1/2027 8/1/2027	\$ 2,743,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22	\$	2,743,304.58 2,733,304.58
	9/1/2027 10/1/2027		\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22	\$ \$ 6	2,723,304.58 2,713,304.58
	11/1/2027 12/1/2027 1/1/2028		\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$ \$	10,000.00 10,000.00 10,000.00	\$ \$	9,476.22 9,476.22 9,476.22	\$	2,703,304.58 2,693,304.58 2,683,304.58
	2/1/2028 2/1/2028 3/1/2028	\$ 2,683,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	10,000.00	\$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,683,304.58 2,673,304.58 2,663,304.58
	4/1/2028 5/1/2028	\$ 2,663,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	10,000.00	\$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,653,304.58 2,643,304.58
Year 9	6/1/2028 7/1/2028	\$ 2,643,304.58 \$ 2,633,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$ \$	9,476.22 9,476.22	\$ \$	2,633,304.58 2,623,304.58
	8/1/2028 9/1/2028	\$ 2,623,304.58 \$ 2,613,304.58	\$ 9,476.22 \$ 9,476.22	\$ \$	10,000.00 10,000.00	\$ \$	9,476.22 9,476.22	\$	2,613,304.58 2,603,304.58
	10/1/2028 11/1/2028	\$ 2,593,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22	\$	2,593,304.58 2,583,304.58
	12/1/2028 1/1/2029 2/1/2029		\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$	9,476.22 9,476.22 9,476.22	\$	2,573,304.58 2,563,304.58 2,553,304.58
	2/1/2029 3/1/2029 4/1/2029	\$ 2,553,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$ \$ \$	10,000.00 10,000.00 10,000.00	\$ \$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,553,304.58 2,543,304.58 2,533,304.58
	4/1/2029 5/1/2029 6/1/2029	\$ 2,533,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00 10,000.00	\$ \$ \$	9,476.22 9,476.22 9,476.22	\$	2,533,304.58 2,523,304.58 2,513,304.58
Year 10	7/1/2029 8/1/2029	\$ 2,513,304.58	\$ 9,476.22 \$ 9,476.22 \$ 9,476.22	\$	10,000.00	\$ \$	9,476.22 9,476.22 9,476.22	\$ \$	2,513,304.58 2,503,304.58 2,493,304.58
	9/1/2029 10/1/2029	\$ 2,493,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$ \$	9,476.22 9,476.22	\$	2,483,304.58 2,473,304.58
	11/1/2029 12/1/2029	\$ 2,473,304.58	\$ 9,476.22 \$ 9,476.22	\$	10,000.00 10,000.00	\$ \$	9,476.22 9,476.22	\$ \$	2,463,304.58 2,453,304.58
						Ballo	on Payment	\$	2,453,304.58

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 Date: 12/10/2019

purchase order to National Auto Fleet Group for the one (1) new Police Department sedan. (Cost: \$23,378.04)

(Action Item)

OBJECTIVE

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

BACKGROUND

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

DISCUSSION

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

National Auto Fleet Group 2020 Nissan Altima S 2.5L \$23,378.04*

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$23,378.04 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

^{*} This price includes all applicable tax and destination charges.

RECOMMENDATION

It is recommended that the City Council:

• Authorize the Finance Director to issue a purchase order in the amount of \$23,378.04 to National Auto Fleet Group for the purchase of one (1) new Police Department sedan.

By: Steve Sudduth, Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Approval of Amendment No. Date: 12/10/2019

2 to the Agreement with Wallace & Associates Consulting, Inc. for on-call

construction inspection services. (Cost: \$200,000)

(Action Item)

OBJECTIVE

To request City Council approval of Amendment No. 2 to the Agreement with Wallace & Associates Consulting, Inc. for on-call construction inspection services. Amendment No. 2 increases the total compensation amount from \$600,000 to \$800,000, a \$200,000 increase.

BACKGROUND

The Engineering Services Division eliminated its Construction Inspector position in the Capital Improvements Section in order to meet permanent budget cuts for the Public Works Department. This position is responsible for ensuring quality control and quality assurance on all capital improvement projects, and this function is critical for the successful delivery of the City's infrastructure projects.

DISCUSSION

In 2016, Wallace and Associates was selected, from a pool of other consulting groups, as the most qualified firm to provide on-call construction inspection services. The firm provides the necessary staff to meet short-term and long-term project assignments, generally specializing in major infrastructure improvements, such as road reconstruction and rehabilitation. Moreover, the City retains these firms based on overall performance and cost effectiveness.

FINANCIAL IMPACT

There is no impact to the General Fund. The costs incurred by this Amendment No. 2 will be funded by the Public Works' Engineering Division capital budget, typically funded by Measure M2 and Gas Tax.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 with Wallace & Associates Consulting, Inc., increasing the total compensation amount from \$600,000 to \$800,000, a \$200,000 increase; and
- Authorize the City Manager to execute Amendment No. 2 and make minor modifications on behalf of the City.

By: Ana Neal, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Туре	File Name
AMENDMENT NO. 2	11/25/2019	Backup Material	amendment_2_wal_assoc.pdf
AMENDMENT NO. 1	11/25/2019	Backup Material	amendment1_wal_assoc.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 2

This Amendment No.2 is made and entered into this day of 2019, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Wallace & Associates Consulting, Inc.**, hereinafter referred to as "CONSULTANT".

WHEREAS, CONSULTANT and CITY entered into an Agreement for CONSULTANT to provide On-Call Construction Inspection Services, effective February 9, 2016 (the "Agreement").

WHEREAS, CONSULTANT and CITY desire to amend the existing Agreement as provided herein.

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

1. Section 3.1 Compensation Amount, is hereby amended as follows:

Increase the "Not to exceed" amount from Six Hundred Thousand dollars (\$600,000) to Eight Hundred Thousand dollars (\$800,000), an increase of Two Hundred Thousand dollars (\$200,000) to the total Agreement amount.

Except as expressly amended by this Amendment No. 2, all provisions of the existing Agreement shall remain in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the existing Agreement to be executed by their respective officers duly authorized on the date first written above.

	"CITY" CITY OF GARDEN GROVE, a municipal corporation
Dated: , 2019	By:
	Scott C. Stiles City Manager
ATTEST	"CONSULTANT" Wallace & Associates Consulting, Inc.,
	Ву:
City Clerk	Title:
Dated: , 2019	Dated: , 2019
APPROVED AS TO FORM:	
Garden Grove City Attorney	If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY
Dated: // - /9 .2019	



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

Safeguard all official records of the City. Conduct municipal elections and oversee legislative administration. Provide reliable, accurate, and timely information to the City Council, staff, and the general public.

Steven R. Jones Mayor

Kris Beard

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bul

Council Member - District 4

Stephanie Klopfenstein Council Member - District 5

Kim Bernice Nguyen Council Member - District 6

December 14, 2018

Wallace & Associates Consulting, Inc. 1655 East 6th Street, Suite A-4a Corona, CA 92879

Enclosed is a copy of Amendment No. 1 to the agreement by and between the City of Garden Grove and Wallace & Associates Consulting, Inc., to provide on-call Construction Inspection services.

The Amendment was approved by the City Council at their meeting held on December 11, 2018.

Sincerely,

Teresa Pomeroy, CMC City Clerk

By:

Deputy City Clerk

Enclosure

c:

Finance Department

Finance Department/Purchasing

Public Works Department

CITY OF GARDEN GROVE

AMENDMENT NO. 1

This Amendment No.1 is made and entered into this day of December, 2018, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and Wallace & Associates Consulting, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, CONSULTANT and CITY entered into an Agreement for CONSULTANT to provide On-Call Construction Inspection Services, effective February 9, 2016 (the "Agreement").

WHEREAS, CONSULTANT and CITY desire to amend the existing Agreement as provided herein.

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

1. Section 1, Term of Agreement, is hereby amended as follows:

The CITY is opting to extend the Agreement for a one (1), two-year term through February 9, 2021.

2. Section 3.1 Compensation Amount, is hereby amended as follows:

Increase the "Not to exceed" amount from Four Hundred Thousand dollars (\$400,000) to Six Hundred Thousand dollars (\$600,000), an increase of Two Hundred Thousand dollars (\$200,000) to the total Agreement amount.

Except as expressly amended by this Amendment No. 1, all provisions of the existing Agreement shall remain in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the existing Agreement to be executed by their respective officers duly authorized on the date first written above.

	"CITY" CITY OF GARDEN GROVE, a municipal corporation
Dated: 12/11, 2018	By: Scott C. Stiles City Manager
ATTEST	"CONSULTANT"
Busa Pomyon	By: CAPEWALLACE Title: PRESIDENT
City Clerk	Title: PRESIDENT
Dated: /2/11 , 2018	Dated: November 28, 2018
APPROVED AS TO FORM:	
Garden Grove City Attorney	If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

Dated: 11-24 , 2018

Agenda Item - 4.h.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file minutes Date: 12/10/2019

from the meeting held on November 26, 2019. (*Action*

Item)

Attached are the minutes from the meeting held on November 26, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description Upload Date Type File Name

Minutes 12/5/2019 Minutes cc-min_11_26_2019.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, November 26, 2019

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

CONVENE CLOSED SESSION

At 5:47 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 5:55 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: Craig Durfey

CLOSED SESSION MATTERS

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

City Property: Willowick Golf Course, 3017 W. 5th St., Santa Ana, California

City Negotiator: Scott C. Stiles, City Manager; Lisa Kim, Assistant City

Manager/Community and Economic Development Director

Negotiating Parties: Peter Lauener, McWhinney; Peter Zak, Lanspire-Lyon-Integral

Developments, LLC; Brett M. Shaves, West Coast GC Group LLC; Chip Brown,

InSite Property Group LLC; Craig Cavileer, Majestic Realty Co.

Under Negotiation: To obtain direction regarding the price and terms of payment

for the purchase/sale/lease/exchange/disposition of the property.

-1- 11/26/19

RECESS CLOSED SESSION

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

CONVENE REGULAR MEETING

At 6:54 p.m., Mayor Jones convened the regular meeting in the Council Chamber with all Council Members present.

INVOCATION

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

ADOPTION OF A PROCLAMATION CELEBRATING THE 50TH ANNIVERSARY OF THE GARDEN GROVE REGIONAL LIBRARY ON STANFORD AVENUE, GARDEN GROVE

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

A Proclamation celebrating the 50th anniversary of the Garden Grove Regional Library, 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

COMMUNITY SPOTLIGHT IN RECOGNITION OF SABROSO MEXICAN GRILL AS ONE OF THE CITY'S MOST POPULAR DINING OPTIONS

COMMUNITY SPOTLIGHT IN RECOGNITION OF 2019 MISS GARDEN GROVE, MISS GARDEN GROVE'S OUTSTANDING TEEN AND COURTS OF HONOR

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE 50TH ANNIVERSARY OF THE GARDEN GROVE REGIONAL LIBRARY

WRITTEN REQUEST FROM WEST GARDEN GROVE YOUTH BASEBALL FOR CO-SPONSORSHIP OF THE 2020 OPENING DAY PARADE

Following staff introduction, it was moved by Council Member Brietigam, seconded by Council Member K. Nguyen, that:

Co-sponsorship, in the approximate amount of \$2,700, of the West Garden Grove Youth Baseball Opening Day Parade on Saturday, February 22, 2020, be approved.

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

-2- 11/26/19

Ayes: (7) Brietigam, O'Neill, Bui, T. Nguyen, Klopfenstein, K.

Nguyen, Jones

Noes: (0) None

ORAL COMMUNICATIONS

Speakers: Craig Durfey, Luis Sarmiento, Lorena Maria Rodriguez Wilens, Dustin

Nguyen, Nathaniel Greensides, Roberto Herrera, Diana Terreros, Marlha Sanchez, Jonathan Abacumoff, Sean Drexler, Gilbert Sanchez, Keith Costello, Abelallah Jaber, Jessica, Isuri Ramos, Sandra DeAnda, Penelope Lopez, Jessie Lopez, Michelle Zuniga, Karen Rodriquez

WRITTEN REQUEST FROM WEST GARDEN GROVE YOUTH BASEBALL FOR CO-SPONSORSHIP OF THE 2020 OPENING DAY PARADE

This matter was considered earlier in the meeting.

RECESS

At 8:07 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:15 p.m., Mayor Jones reconvened the regular meeting in the Council Chamber with all Council Members present.

ADOPTION OF A RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

City Manager Stiles requested the Mayor and Council Members table this matter to allow staff time to provide more information.

ADOPTION OF A PROCLAMATION CELEBRATING THE 50TH ANNIVERSARY OF THE GARDEN GROVE REGIONAL LIBRARY ON STANFORD AVENUE, GARDEN GROVE

This matter was considered earlier in the meeting.

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

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

The Amended Lease Agreement by and between the City of Garden Grove and North County Senior Services, LLC, for the property located at 11391 Acacia Parkway, Garden Grove, in the lease amount of \$1.00 per month, be approved; and

-3- 11/26/19

The City Manager be authorized to execute the lease and approve modifications deemed necessary.

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

REVIEW OF AUTOMATIC PASS-THROUGH WATER COST INCREASES ADOPTED BY ORDINANCE NO. 2890

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

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, be acknowledged as reviewed.

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 FISCAL YEAR 2018-19 DEVELOPMENT IMPACT FEE ANNUAL REPORT

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

The Fiscal Year 2018-19 Development Impact Fee Annual Report as required by Government Code Section 66006(b), 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

ACCEPTANCE OF PROJECT NOS. 7164, 7131, 7132, AND 7134 FOR TRAFFIC SIGNAL MODIFICATIONS AND PEDESTRIAN COUNTDOWN SIGNAL HEADS AT VARIOUS LOCATIONS AS COMPLETE

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

Project Nos. 7164, 7131, 7132, and 7134 – Traffic Signal Modifications and Pedestrian Countdown Signal Heads at various locations, be accepted as complete;

-4- 11/26/19

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

APPROVAL OF FINAL TRACT MAP NO. 18169 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CONSOLIDATED INDUSTRIES, INC., FOR PROPERTY LOCATED AT 9861 11^{TH} STREET, GARDEN GROVE

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

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, be approved;

The Subdivision Improvement Bonds, be accepted; and

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

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

ADOPTION OF A RESOLUTION APPROVING FISCAL YEAR 2018-19 MEASURE M2 ANNUAL EXPENDITURE REPORT

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

Resolution No. 9594-19 entitled: A Resolution of the City Council of the City of Garden Grove concerning the Measure M2 Fiscal Year 2018-19 Annual Expenditure Report, be adopted; and

The Finance Director be authorized to submit the Measure M2 Annual Expenditure Report to the Orange County Transportation Authority.

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

-5- 11/26/19

Ayes: (7) Brietigam, O'Neill, Bui, T. Nguyen, Klopfenstein, K.

Nguyen, Jones

Noes: (0) None

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)

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

Resolution No. 9595-19 entitled: A Resolution of the City Council of the City of Garden Grove approving the submittal of Valley View/Blosa 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, 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

ADOPTION OF A RESOLUTION AUTHORIZING ESTABLISHMENT OF AN IRC SECTION 115 TRUST AND AWARD A CONTRACT TO PUBLIC AGENCY RETIREMENT SERVICES (PARS) FOR TRUST ADMINISTRATION SERVICES

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

Resolution No. 9596-19 entitled: A Resolution of the City Council of the City of Garden Grove approving the adoption of the Public Agencies post-employment benefits trust administered by Public Agency Retirement Services (PARS), be adopted;

That the City Manager be authorized to execute an Agreement for Administration Services by and between the City of Garden Grove and Public Agency Retirement Services for the administration of the City's Section 115 Trust; and

The City Manager or his designee be authorized as the City's Plan Administrator for the Section 115 Trust.

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

-6- 11/26/19

ADOPTION OF A RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

This matter was tabled earlier in the meeting.

APPROVAL OF A SECOND AMENDMENT TO STEELCRAFT LEASE AGREEMENT FOR PROPERTY LOCATED AT 12900 EUCLID STREET, GARDEN GROVE

This matter was heard later in the meeting.

APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR ECONOMIC ANALYSIS SERVICES

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

Amendment No. 2 to the agreement by and between the City of Garden Grove and Tierra West Advisors, Inc., to increase the contract amount by \$50,000 for a total amount of \$99,000, be approved; and

The City Manager be authorized to execute Amendment No. 2 and make any minor modifications as appropriate.

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 WONDRIES FLEET GROUP FOR THE PURCHASE OF FIVE (5) NEW POLICE DEPARTMENT PATROL VEHICLES

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

The Finance Director be authorized to issue a purchase order in the amount of \$187,191.65 to Wondries Fleet Group for the purchase of five new Police patrol utility vehicles.

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

-7- 11/26/19

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON NOVEMBER 12, 2019, AND NOVEMBER 19, 2019

(F: VAULT)

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

Minutes from the meetings held on November 12, 2019, and November 19, 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 Mayor Jones, seconded by Council Member K. Nguyen that:

Regular Warrants 656491 through 656692; 656693 through 656825; Wires W2666 through W2653645; W2670 through W656395; and Payroll Warrants 183776 through 183796; Direct Deposits D356647 through D357657; and Wires W2646 through W2649; 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 Mayor Jones, seconded by Council Member K. Nguyen that:

Full reading of ordinances listed be waived.

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

Ayes: (7) Brietigam, O'Neill, Bui, T. Nguyen, Klopfenstein, K.

Nguyen, Jones

Noes: (0) None

-8- 11/26/19

APPROVAL OF A SECOND AMENDMENT TO STEELCRAFT LEASE AGREEMENT FOR PROPERTY LOCATED AT 12900 EUCLID STREET, GARDEN GROVE

Following Council Member Bui's questions and clarification from staff that the lease is reviewed every five years and any new tenant would need City Council approval, it was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

The Second Amendment of Lease by and between the City of Garden Grove and Steelcraft Garden Grove LP for property located at 12900 Euclid Street, Garden Grove, to extend the lease term up to 55 years, be approved; and

The City Manager be authorized to execute the Second Amendment of Lease 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

RECESS

At 8:15 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:23 p.m., Mayor Jones reconvened the regular meeting in the Council Chamber with all Council Members present.

APPROVAL OF A PURCHASE AND SALE AGREEMENT OF THE VACATED PORTION OF BRADY WAY AND MAINTENANCE AGREEMENT FOR THE REMAINING PORTION OF THE STREET

Following City Attorney Sandoval's introduction, and Council Member Brietigam's questions directed to Mr. James Long with Rexford Industrial Realty, LP, regarding the anticipated date for expansion of the existing industrial building at 12821 Knott Street, it was moved by Council Member Brietigam, seconded by Council Member T. Nguyen that:

The purchase and sale agreement and joint escrow instruction for the sale of the vacated portion of Brady Way, in the amount of \$873,620.00, to Rexford Industrial Realty, LP, be approved;

The agreement for construction and maintenance of landscaping and street paving for the remaining portion of Brady Way, south of Stanford Avenue to the southern property line, be approved; and

-9- 11/26/19

The City Manager be authorized 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.

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

SECOND READING OF ORDINANCE NO. 2911

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

Following the City Clerk reading of the title, it was moved by Mayor Pro Tem Klopfenstein, seconded by Council Member T. Nguyen that:

Ordinance No. 2911 entitled: 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, 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

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

ENTERPRISE RESOURCE PLANNING (ERP) SUBCOMMITTEE UPDATE FROM COUNCIL MEMBER BUI

Council Member Bui provided a single slide PowerPoint presentation and a brief overview of the City's ERP Phase I project timeline. The ERP system, which was approved by the City Council, is expected to go live in the summer of 2020, whereby the City Finance Department will begin implementing changes to the procedures and processes currently in place. If necessary, Phase I of the project is the time to make adjustments. He noted that the IT and Finance Departments are working very hard to identify risk assessments and implement change management. City employees will be working harder to incorporate the ERP system

-10- 11/26/19

into their daily tasks, and the expectation is that the project timeline and budget is met.

City Manager Stiles thanked Council Member Bui for being a single member sub-committee to ensure the City is moving forward with the ERP system. He noted that Finance Director, Patricia Song, and IT Director, Anand Rao, are available to discuss the ERP system about the progress being made to implementing this City Council approved project. He noted that Phase I is the Financial system that is expected to come online in the summer of 2020, and Phase II will include payroll and Human Resources functions. Council Member Bui will continue to be briefed on the ERP progress.

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

Council Member Brietigam wished everyone a happy Thanksgiving holiday. He announced his son will be sworn in to the Bar; and he congratulated former Council Member Chris Phan for being promoted to the rank of Commander in the United States Navy; and he announced the upcoming Jingle Jam family event on December 5, 2019, at Eastgate Park.

Council Member O'Neill wished everyone a happy Thanksgiving and encouraged everyone to enjoy time with family. He asked everyone to check their smoke detectors, noting there was a devastating house fire in District 2 that fortunately did not result in any deaths or serious injuries.

Council Member T. Nguyen wished everyone a happy Thanksgiving and her husband a Happy Birthday.

Council Member K. Nguyen encouraged people with pets to stop by Public Works to get window decals for your front door or window so that public safety will know if there is a family pet in case of an emergency.

Mayor Pro Tem Klopfenstein noted she had the pleasure of attending the promotion ceremony for former Council Member and newly promoted Commander Chris Phan, and on behalf of the City was gifted a United States Flag that had flown over Guantanamo Bay on 9/11. She asked that the Flag and Certificate commemorating the gift be displayed at City Hall, and she thanked Commander Phan on behalf of the City.

Council Member Bui noted that he attended the ceremony commemorating Commander Phan's recent promotion and noted Commander Phan is also a federal immigration judge in Sacramento. He wished everyone a happy Thanksgiving.

-11- 11/26/19

Mayor Jones announced the 2nd annual Winter in the Grove on Saturday, December 7, 2019, from 3:00 p.m. to 7:00 p.m. at the Village Green on Main Street. There will be a tree lighting, entertainment, food, and crafts for the whole family. City Manager Stiles announced Black Friday BiGG campaign on Friday, November 29, through December 20 at any Garden Grove business. Save your receipts for a chance to win cash or a one night stay at the Great Wolf Lodge by bringing your receipts to the Garden Grove Chamber of Commerce by December 20, 2019.

RECESS REGULAR MEETING

At 8:45 p.m., Mayor Jones recessed the meeting.

RECONVENE CLOSED SESSION

At 8:46 p.m., Mayor Jones reconvened Closed Session in the Founders Room with all Council Members present.

ADJOURN CLOSED SESSION

At 10:30 p.m., Mayor Jones recessed Closed Session in the Founders Room.

RECONVENE REGULAR MEETING

At 10:31 p.m., Mayor Jones reconvened the regular meeting in the Council Chamber with all Council Members present, and announced that no reportable action was taken.

ADJOURNMENT

At 10:32 p.m., Mayor Jones adjourned the meeting to Tuesday, December 10, 2019, at 5:30 p.m., at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC City Clerk

-12- 11/26/19

Agenda Item - 4.i.

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: 12/10/2019

(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Warrants	12/5/2019	Warrants	12-10- 19_CC_Warrants_(11-20- 19).pdf
Warrants	12/5/2019	Warrants	12-10- 19_CC_Warrants_(11-27- 19).pdf
Warrants	12/5/2019	Warrants	12-10- 19_CC_Warrants_(12-01- 19)pdf
Warrants	12/5/2019	Warrants	12-10- 19_CC_Warrants_(12-05- 19_Payroll).pdf

	VENDOR HOME DEPOT CREDIT SERVICES DEPT 32-2501437531	DESCRIPTION REV & VOID	AMOUNT 222.75 *
HOME	DEPOT CREDIT SERVICES DEPT	k 48	7
WES	WEST COAST ARBORISTS INC	REV & VOID	-26,621.13 *
SIM	SIMPSON CHEVROLET OF GG	TAX REBATE	* 00.000,6
TO	TOYOTA OF GARDEN GROVE DBA TOYOTA PLACE	TAX REBATE	14,000.00 *
TE	TPX COMMUNICATIONS CO	TELEPHONE NETWORK COMMUNICT	22.40 1,293.50 1,315.90 *
G.P	GARDEN GROVE NISSAN, LP DBA GARDEN GROVE NISSAN	TAX REBATE	* 00.000,7
ND	UNION BANK	CITY MEMBERSHIPS	10.00 *
S S	UNION BANK	BOOKS/SUBS/CASSETTES MINOR OFFICE FURN/EQ AWARDS/TROPHIES	13.04 214.42 200.00 427.46 *
AI	AIS ADVANCED IMAGING STRATEGIES INC.	OFFICE SUPPLIES/EXP	110.93 *
AL	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	91.10 *
AI	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS STREET CONSTR CONT	3,038.59 386,173.21 389,211.80 *
BE	BRIDGEPORT GOLF CARS	OTHER PROF SERV	* 00.003
ū	CDW-GOVERNMENT INC	NETWORKING SERVICES	* 00.009
ပ်	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY OTHER MAINT ITEMS	1,747.62 407.30 2,154.92 *
ST	ST OF CALIFORNIA - DEPT OF INDUSTRIAL RELATIONS	MAINT-SERV CONTRACTS	675.00 *
C	CAMERON WELDING SUPPLY	FaCT:PROGRAM EXP MOTOR VEH PARTS	21.33 42.23
	PAGE TOTAL FOR "*" LINES = 398,475.98		

PAGE TOTAL FOR "*" LINES = 398,475.98

WARRANT	VENDOR	DESCRIPTION	AMOUNT
			63.56 *
656840	CLEANSTREET	STREET SWEEPING SERV OTHER BLD/EQ/ST SERV	69,850.12 9,462.00 79,312.12 *
656841	COASTLINE EQUIPMENT	MOTOR VEH PARTS	469.29 *
656842	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	4,987.50 *
656843	CONTROL AUTOMATION DESIGN	MAINT-SERV CONTRACTS	1,860.00 *
656844	CONTROLLED MOTION SOLUTIONS, INC.	MOTOR VEH PARTS	1,663.97 *
656845	WM CURBSIDE, LLC AT YOUR DOOR	OTHER PROF SERV	1,890.00 *
656846	MARIA G. LOPEZ VELAZQUEZ CZECH & HOWELL, APC	LIAB.CLAIMS PAYMENT	130,000.00 *
656847	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	868.54 *
656848	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	337.92 *
656849	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	642.00 *
656850	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	145.49 *
656851	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	222,496.10 *
656852	GRAFFITI PROTECTIVE COATINGS, INC.	MAINT-SERV CONTRACTS	14,293.33 *
656853	CORE & MAIN LP	GEN PURPOSE TOOLS	691.51 *
656854	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS	* 00.66
656855	THE HOME DEPOT PRO	MAINT-SERV CONTRACTS	149.45 *
656856	INTERVAL HOUSE	OTHER PROF SERV	1,043.28 *
5568 5 7	J & M SERVICE, INC.	MOTOR VEH PARTS	118.33 *
ig e 89999	KEYSER/MARSTON ASSOCIATES INC	OTHER PROF SERV	1,315.00 *
6 ∕o f 49	KINNEL, LEE J	WHSE INVENTORY	1,903.12 *
4	PAGE TOTAL FOR "*" LINES = 464.349.51		

PAGE TOTAL FOR "*" LINES = 464,349.51

WARRANT 656860	VENDOR KLEINFELDER WEST, INC	DESCRIPTION ENGINEERING SERVICES	AMOUNT 13,816.25 *
	KNORR SYSTEMS, INC. ACCOUNTS RECEIVABLE	TUITION/TRAINING	× 00.067
	KOA CORPORATION	OTHER PROF SERV	43,358.70 *
	LEE & RO, INC	ENGINEERING SERVICES	49,244.24 *
	LIFECOM, INC.	OTHER MAINT ITEMS	130.00 *
656865	LUDWIG, DAWNA	INSTRUCTOR SERVICES	537.13 *
998969	*LY, HUONG	MED TRUST REIMB	1,258.00 *
656867	MAGNUM OIL SPREADING INC	ASPHALT PRODUCTS	430.65 *
656868	MAGIC JUMP RENTALS OC LLC	OTHER PROF SERV	644.30 *
698969	MC MASTER-CARR SUPPLY CO	MOTOR VEH PARTS	* 93.58
656870	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	28,510.62 *
656871	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	1,173.74 *
656872	NEWMAN POOL SERVICE, INC	OTHER PROF SERV	* 00.56
656873	NIAGARA PLUMBING	OTHER MAINT ITEMS	135.51 *
656874	NIKKI'S FLAG SHOP	WHSE INVENTORY	573.52 *
656875	ARC DOCUMENT SOLUTIONS, LLC	ADVERTISING DUPLICATING	38.60 247.84 286.44 *
656876	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	5,899.49 *
656877	ORANGE COUNTY WELDING, INC.	MAINT OF REAL PROP	1,800.00 *
656878	PACIFIC INDUSTRIAL WATER SYSTEMS	MOTOR VEH PARTS	103.00 *
99999 99999	PACIFIC MEDICAL CLINIC	OTHER PROF SERV	2,512.80 *
97 9 9f 494	PAULUS ENGINEERING, INC.	SEWER REPAIR/MAINT	46,332.47 *
	PAGE TOTAL, FOR "*" LINES = 197.721.42		

PAGE TOTAL FOR "*" LINES = 197,721.42

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656881	PETTY CASH-SPEC INVESTIGATIONS	OTHER	* 855.00 *
656882	PLAYPOWER LT FARMINGTON INC. C/O ACCOUNTS RECEIVABLE	OTHER MINOR TOOLS/EQ	2,006.83 *
656883	LEGAL SHIELD	LEGAL	1,033.55 *
656884	QUINN POWER SYSTEMS ASSOCIATES	MAINT-SERV CONTRACTS	2,552.71 *
656885	JANICE M. GILL, RAZAVI LAW GROUP AND JMAL INJURY LAW	LIAB.CLAIMS PAYMENT	250,000.00 *
656886	ROSEBURROUGH TOOL, INC.	OTHER MAINT ITEMS GEN PURPOSE TOOLS	170.76 -79.71 91.05 *
656887	RYAN HERCO PRODUCTS CORP. LOCK BOX #912128	PIPES/APPURTENANCES	1,000.01 *
656888	SAFETY 1st PEST CONTROL, INC	OTHER MAINT ITEMS	1,200.00 *
626889	SAFE MOVES	OTHER PROF SERV	5,000.00 *
656890	SHOETERIA	SAFETY EQ/SUPPLIES	7.27 *
656891	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
656892	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	26,372.51 *
656893	SPARKLETTS	AWARDS/TROPHIES	166.28 *
656894	STRAY CAT ALLIANCE	OTHER PROF SERV	9,567.47 *
656895	WEST GROVE VOLLEYBALL, ILC	INSTRUCTOR SERVICES	623.48 *
968969	TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL	MAINT-SERV CONTRACTS	70.63 *
656897	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	LABORATORY CHEMICALS	1,244.94 *
656898	U.S. ARMOR CORP.	UNIFORMS	883.27 *
6568 6 9	UNIFIRST CORP	LAUNDRY SERVICES	2,142.06 *
9 9 6959	UNITED PARCEL SERVICE	DELIVERY SERVICES	50.49 *
929 <mark>8</mark> 9 98 9 1	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	715.73 *
94	PAGE TOTAL FOR "*" LINES = 315,158.28		

PAGE TOTAL FOR "*" LINES = 315,158.28

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656902	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	658.50 *
656903	GRAINGER	WHSE INVENTORY MOTOR VEH PARTS MAINT SUPP-TRAFF SIG OTHER MAINT ITEMS	967.90 1,358.57 410.81 37.89 2,775.17 *
656904	GRAND VALLEY BANK-FRONTIER C/O WALLACE & ASSOC CONSULTING	ENGINEERING SERVICES	53,710.50 *
656905	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	1,116.00 *
656906	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	26,003.55 *
656907	FERGUSON ENTERPRISES, INC #1350	WHSE INVENTORY	3,710.98 *
656908	WEST YOST ASSOCIATES	OTHER PROF SERV	89,629.42 *
626909	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	1,405.50 *
656910	*WEYKER, CHRYSTAL	MILEAGE REIMB	46.86 *
656911	WILLIAMS & MAHER INC	OTHER MAINT ITEMS	1,113.84 *
656912	SIEMENS MOBILITY INC	MAINT-SERV CONTRACTS	1,474.50 *
656913	*DIBAJ, KAMYAR	MED TRUST REIMB	1,499.42 *
656914	JOSE CARMEN ASCENCIO	DEPOSIT REFUNDS RECREATION REFUND	1,000.00 323.00 1,323.00 *
656915	SPRY TRANSPORT INC	FINE/PENALTY REFUND	* 00.003
656916	RICHARD VIADE	CITATION DIST	51.00 *
656917	ROCIO ZAMUDIO	DEPOSIT REFUNDS RECREATION REFUND	500.00
Page 9	MARCELLA RIVERA	DEPOSIT REFUNDS	328.75 *
6 6 f 49	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	* 48.6
94	PAGE TOTAL FOR "*" LINES = 185,909.86		

PAGE TOTAL FOR "*" LINES = 185,909.86

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656920	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS	6,986.01 *
656921	WESTERN WATER WORKS	WHSE INVENTORY	10,523.52 *
656922	CHEMEX INDUSTRIES	OTHER MAINT ITEMS	1,057.62 *
656923	BEE REMOVERS	MAINT-SERV CONTRACTS	185.00 *
656924	O'REILLY AUTO PARTS	MOTOR VEH PARTS	103.83 *
656925	MARKET-BASED SOLUTION, INC.	PERMITS/OTHER FEES	9,184.00 *
656926	*LEWIS, SHAN	UNIFORM/TOOL ALLOW	237.62 *
656927	DISCOVERY SCIENCE CENTER	OTHER PROF SERV	6,262.50 *
656928	CROSSTOWN ELECTRICAL & DATA, INC.	MAINT-SERV CONTRACTS	720.00 *
626929	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	2,340.83 *
656930	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	FaCT: EMRGCY NEEDS	250.00 *
656931	TEAM OF ADVOCATES FOR SPECIAL KIDS	OTHER PROF SERV	* 88.88
656932	JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADAMY	INSTRUCTOR SERVICES	1,491.84 *
656933	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	767.00 220.00 987.00 *
656934	WEST COUNTY TIRE & AUTO INC.	WHSE INVENTORY	1,672.83 *
656935	HF&H CONSULTANTS, LLC	OTHER PROF SERV	20,106.67 *
656936	TOPAZ ALARM CORP	FaCT:PROGRAM EXP	25.00 *
656937	YO-FIRE SUPPLIES	WHSE INVENTORY	2,355.43 *
6569 3 8	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	32.40 *
1 9 €959	GGTPC	AMT DUE TPC	300,000,000
0€ of 49		MOTOR VEH PARTS	119.55 *
4	PAGE TOTAL FOR "*" LINES = 365,445.53		

PAGE TOTAL FOR "*" LINES = 365,445.53

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656941	CORELOGIC SOLUTIONS, LLC ATTN: INFORMATION SOLUTIONS	SOFTWARE	394.50 *
656942	ANIMAL PEST MANAGEMENT SERVICES, INC	OTHER PROF SERV	2,500.00 *
656943	SOUTHERN COMPUTER WAREHOUSE	OFFICE SUPPLIES/EXP	252.75 *
656944	ZERO WASTE USA	OTHER MAINT ITEMS	881.46 *
656945	INFOSEND, INC.	POSTAGE PRINTING OTHER PROF SERV PAPER/ENVELOPES	6,788.21 375.01 855.66 839.35 8,858.23 *
656946	BPS SUPPLY GROUP DBA BELL PIPE & SUPPLY CO	LABORATORY CHEMICALS	650.89 *
656947	CARTRAC	OTHER PROF SERV	2,083.00 *
656948	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	190.78 *
656949	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	14,450.00 *
656950	JTB SUPPLY CO INC	ELECTRICAL SUPPLIES	1,298.48 *
656951	CMRTA C/O CITY OF EL SEGUNDO-AMEZCUA	REGISTRATION FEES	140.00 *
656952	FLEMING ENVIRONMENTAL INC.	REPAIRS-FURN/MACH/EQ MAINT-SERV CONTRACTS	475.00 420.00 895.00 *
656953	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	PERMITS/OTHER FEES	7,349.70 *
656954	CHILD GUIDANCE CENTER, INC.	OTHER PROF SERV	3,455.22 *
656955	GOLDENWEST LAWNMOWERS & SCOOTERS	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	15.00 614.74 629.74 *
6569 5 6	IRVINE PIPE & SUPPLY INC	PIPES/APPURTENANCES	511.36 *
<i>L</i> e 5959	RONALD BREACH SILENT SALESMAN PROMOTIONS	OTHER PROF SERV	625.00 *
0⊉of 494 ² 8	PUBLIC EMPLOYEES' RETIREMENT SYSTEM PAGE TOTAL FOR "*" LINES = 490.269.26	PENSION PAYMENT	445,103.15 *
	TOTAL FOR TAINES -		

AMOUNT	3,147.00 *	2,449.20 *	22,050.40 *	* 70.908,706
DESCRIPTION	UNEMPLOYMENT CLAIMS	SELF-INS ADMN	SELF-INS CLAIMS	IMPORT WTR-MWDOC
VENDOR	ST OF CALIF-EMPLOYMENT DEVELOPMENT DEPT	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL OF CALIFORNIA	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
WARRANT	W2676	W2677	W2678	W2679

935,452.67 PAGE TOTAL FOR "*" LINES = 3,352,782.51 * FINAL TOTAL DEMANDS #656826 - 656957 AND WIRES W2675 - W2679 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL NOVEMBER 20, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656546	HOME DEPOT CREDIT SERVICES DEPT 32-2501437531	REV & VOID	* 86.99-
656646	REGENTS OF THE UNIVERSITY OF CALIFORNIA, RIVERSIDE	REV & VOID	-915.00 *
656958	AT&T CORP	TELEPHONE	1,547.68 *
656959	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	505.00 *
656960	VOID WARRANT		
656961	SO CALIF EDISON CO	ELECTRICITY	39,536.10 *
656962	SO CALIF GAS CO	NATURAL GAS	224.64 *
656963	TIME WARNER CABLE	CABLE	160.72 *
656964	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	794.44 *
656965	EMPLOYMENT DEVELOPMENT DEPT ATTN: WAGE GARNISHMENT	WAGE ATTACHMENT	194.06 *
656966	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	327.00 *
656967	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	448.40 *
656968	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
626969	SO CALIF EDISON CO	ELECTRICITY	378.10 *
656970	NATIONAL NOTARY ASSOCIATION	DUES/MEMBERSHIPS	641.97 *
656971	AC EXCHANGE AUTO COMPRESSOR	MOTOR VEH PARTS	453.49 *
656972	ADMINSURE C/O ASHLEY SELLS	SELF-INS ADMN	16,939.00 *
656973	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	1,067.79 *
656974	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	2,022.36 *
656975	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	22,716.00 *
9 ge 9 g 959	AMARILLO GEAR COMPANY, LLC	OTHER MAINT ITEMS	1,178.25 *
1 6 3 0	CITY OF ANAHEIM DIVISION OF COLLECTION	OTHER PROF SERV	8,153.07 *
of 494	PAGE TOTAL FOR "*" LINES = 96,357.59		

PAGE TOTAL FOR "*" LINES = 96,357.59

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
656978	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV./ATTN:FISCAL	MOBILITY INSP FEE	1,950.00 *
626979	ANDRES MEDINA MOBILE WASH	MOTOR VEHICLE MAINT	1,997.50 *
656980	AQUA-METRIC SALES, CO.	WHSE INVENTORY	24,394.21 *
656981	*BANUELOS, ALEJANDRO	DEP CARE REIMB	333.33 *
656982	BAY ALARM COMPANY	MAINT OF REAL PROP	708.75 *
656983	BISHOP CO.	WHSE INVENTORY	110.50 *
656984	*BLAS, VICTOR	DUES/MEMBERSHIPS	* 00.68
656985	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	184.85 *
656986	BUREAU VERITAS NORTH AMERICA INC	OTHER PROF SERV UNIFORMS	15,318.21 6,300.00 21,618.21 *
656987	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	4,387.00 *
656988	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	84.83 *
626989	COASTLINE EQUIPMENT	MOTOR VEH PARTS	545.31 *
656990	COMMUNITY VETERINARY HOSPITAL	POLICE CANINE EXP	* 00.85
656991	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	3,693.00 *
656992	CONTROLLED MOTION SOLUTIONS, INC.	MOTOR VEH PARTS	51.30 *
656993	THE COUNSELING TEAM INTL NANCY K BOHL INC	OTHER PROF SERV	* 05.778
656994	DOOLEY ENTERPRISES, INC.	GUNS/AMMUNITION	9,625.20 *
656995	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	58.17 *
96 Page 10	EWING IRRIGATION PRODUCTS, INC.	REPAIRS-FURN/MACH/EQ ACCTG/AUDITING PIPES/APPURTENANCES	95.15 -95.16 982.45 982.44 *

PAGE TOTAL FOR "*" LINES = 71,749.10

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

AMOUNT	160.00 *	35.67 *	* 06.39	149.00 *	71.78 32.61 104.39 *	300.04 *	* 06.065	149.00 *	273.00 *	8.70 26.64 28.01 10.88 38.06	1,762.88 *	400.00 *	5,803.99 *	564.36 *	1,525.00 *	17,677.50 *	1,191.01 *	192.30 *
DESCRIPTION	AGGREGATES/MASONRY	DELIVERY SERVICES	OFFICE SUPPLIES/EXP	TUITION/TRAINING	OTHER RENTALS OTHER CLOTHING ITEMS	MED TRUST REIMB	MED TRUST REIMB	DUES/MEMBERSHIPS	SOFTWARE	FaCT:OFFICE EXP MOTOR VEH PARTS OTHER MAINT ITEMS OTHER MINOR TOOLS/EQ HARDWARE	WHSE INVENTORY	TUITION/TRAINING	WHSE INVENTORY	FOOD	WHSE INVENTORY	DEPOSIT REFUND	MOTOR VEH PARTS	DEP CARE REIMB
VENDOR	JOHN B EWLES INC	FEDERAL EXPRESS CORP	FIVESTAR RUBBER STAMP ETC., INC	FRED PRYOR SEMINARS & CAREERTRACK	*FREEMAN, MARK	FREGOSO*, ALICE K	*GARCIA, SYLVIA	GARDEN GROVE CHAMBER OF COMMERCE	GREEN HALO SYSTEMS	HILL'S BROS LOCK & SAFE INC	THE HOME DEPOT PRO	ICC INTERNATIONAL CODE COUNCIL	DANGELO CO	JAY'S CATERING	KELLY PAPER	LSA ASSOCIATES, INC	LAWSON PRODUCTS, INC.	*LEE, GRACE PAGE TOTAL FOR "*" LINES = 31,057.23
WARRANT	656997	866959	686939	657000	657001	657002	657003	657004	657005	657006	657007	657008	627009	657010	657011	657012	6570 T 3	ge ¹ 105 of 494

PAGE TOTAL FOR "*" LINES = 31,057.23

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

AMOUNT	6,893.28 *	145.80 165.90 2,679.00 938.70 3,929.40 *	32.51 *	240.00 *	2,179.61 *	29,400.98 *	1,414.29 *	728.73 3,036.00 3,764.73 *	1,875.00 *	1,173.95 *	2,557.30 *	* 68.886	917.25 *	45.00 30.00 6.50 90.49 89.06 27.00 37.12 44.98 197.20 40.00
DESCRIPTION	LIFE INS PREMIUM	PV 44760 UNIFORMS SAFETY EQ/SUPPLIES	MOTOR VEH PARTS	SAFETY EQ/SUPPLIES	MAINT-SERV CONTRACTS	BANK FEES-CRDT CD	MOTOR VEH PARTS	HAZMAT REMOVAL OTHER MAINT ITEMS	MOBILITY INSP FEE	ADVERTISING	MAINT-SERV CONTRACTS	WHSE INVENTORY	OTHER PROF SERV	OTHER CONF/MTG EXP ADMN/ENTRANCE FEE FOOD UNIFORMS CANINE EXPENSES OTHER MAINT ITEMS OFFICE SUPPLIES/EXP GEN PURPOSE TOOLS OTHER CONST SUPPLIES CELL PHONE/BEEPER
VENDOR	LINCOLN FINANCIAL GROUP	GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS	MC MASTER-CARR SUPPLY CO	MEJIA*, DIEGO	MERCHANTS BLDG MAINT LLC	FIS ACCOUNTING DEPT	NAPA AUTO PARTS	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	O.C. HOUSING AUTHORITY ACCTG DEPT.	OCN, IND, WHJ	ORANGE COUNTY STRIPING SERV	PARKHOUSE TIRE INC	PEST OPTIONS, INC.	PETTY CASH - MUN SRVC CTR
WARRANT	657015	657016	657017	657018	657019	657020	657021	657022	657023	657024	657025	657026	657027	Page 106

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
657029	POMEROY*, TERESA L.	MED TRUST REIMB	201.67 *
657030	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	785.00 *
657031	ALEXANDER'S CONTRACT SERVICES, INC.	OTHER MAINT ITEMS	* 297.00
657032	SAFETY 1st PEST CONTROL, INC	MAINT-SERV CONTRACTS	725.00 *
657033	SECRETARY OF STATE	DUES/MEMBERSHIPS	40.00 *
657034	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	174.56 *
657035	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	3,593.39 *
657036	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY	595.28 *
657037	SPARKLETTS	BOTTLED WATER	62.27 *
657038	SPILLMAN TECHNOLOGIES	MAINT-SERV CONTRACTS	199,044.35 *
657039	SPRINT	OTHER PROF SERV	100.00 *
657040	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,861.80 *
657041	SUN BADGE COMPANY	SAFETY EQ/SUPPLIES	1,553.45 *
657042	T-MOBILE USA, INC.	OTHER PROF SERV	100.00 *
657043	THE CHRISTMAS LIGHT GUY COMPANY	OTHER PROF SERV	21,220.31 *
657044	TIME WARNER CABLE	CABLE TV SERVICE NETWORK COMMUNICT	1.59 2,700.00 2,701.59 *
657045	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	28.70 *
657046	UNIFIRST CORP	LAUNDRY SERVICES	996.15 *
657047	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	1,128.84 *
657 @ 8	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	347.69 *
6 77 6	GRAINGER	WHSE INVENTORY	306.22
of 49	PAGE TOTAL FOR "*" LINES = 235,857.05		
4			

PAGE TOTAL FOR "*" LINES = 235,857.05

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		OTHER MAINT ITEMS	107.52
657050	GRAND VALLEY BANK-FRONTIER C/O WALLACE & ASSOC CONSULTING	ENGINEERING SERVICES	50,965.50 *
657051	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	632.67 *
657052	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	1,835.20 *
657053	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	619.24 *
657054	FERGUSON ENTERPRISES, INC #1350	WHSE INVENTORY	14,049.00 *
657055	WIDESPREAD ELECTRICAL SALES, LLC	AIR COND SUPPLIES	26.10 *
657056	GROUP DELTA CONSULTANTS, INC	ENGINEERING SERVICES	7,805.00 *
657057	INGLIS PET HOTEL	CANINE EXPENSES	344.32 *
657058	*VALDIVIA, CLAUDIA	DEP CARE REIMB	192.30 *
657059	SAFARILAND, LLC	OTHER PROF SUPPLIES	1,381.02 *
657060	*YOO, MEENA	MED TRUST REIMB	118.00 *
657061	MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL	264.00 *
657062	ASSOCIATED SOILS ENGINEERING, INC.	ENGINEERING SERVICES	66,317.35 *
657063	EMBASSY SUITES ANAHEIM SOUTH	FOOD	60.53 *
657064	THANH PHAM	FEE REFUND	1,000.00 *
657065	AYMAN KHATIB	PROP/EV REFUND	19,920.00 *
657066	JACKIE QUEZADA	DEPOSIT REFUNDS	75.00 *
657067	ANTOINE HUY LA	DEPOSIT REFUNDS	75.00 *
6570 -6 8 0	DON WOLF & ASSOCIATES, INC	MOTOR VEH PARTS	215.93 *
6 % 0∠59	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	237.90 *
)8 of 494	PAGE TOTAL FOR "*" LINES = 166,547.80		
ļ			

PAGE TOTAL FOR "*" LINES = 166,547.80

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
657070	SPECTRATURE, INC.	FURN/MACH/EQUIP REPL	33,898.00 *
657071	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS	2,066.55 *
657072	WESTERN WATER WORKS	WHSE INVENTORY	4,956.29 *
657073	MCFADDEN DALE INDUSTRIAL HARDWARE	OTHER MAINT ITEMS	12.71 *
657074	STATE WATER RESOURCES CONTROL BOARD	PERMITS/OTHER FEES	14,073.00 *
657075	ULINE INC.	WHSE INVENTORY	10,330.88 *
657076	GREENFIELDS OUTDOOR FITNESS	REPAIRS-FURN/MACH/EQ	9,881.94 *
657077	BADOUD, TOM	VIDEO PRODUCTION EXP	140.00 *
657078	ZAP MANUFACTURING, INC.	SIGNS/FLAGS/BANNERS	632.35 *
627079	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	821.70 *
657080	ADVANCED CAR CARE INC	TIRES/TUBES	646.25 *
657081	O'REILLY AUTO PARTS	MOTOR VEH PARTS	101.32 *
657082	COUNTY OF ORANGE TREASURER REVENUE RECOVERY-A/R UNIT	CITATION DIST	29,147.00 *
657083	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,596.45 *
657084	JOHNSON GEAR	OTHER MAINT ITEMS	205.56 *
657085	*HUY, EDWARD	SAFETY EQ/SUPPLIES	240.00 *
657086	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	OTHER FOOD ITEMS	250.00 *
657087	GREAT WOLF LODGE SOUTHERN CALIFORNIA	CATERING SERVICES	6,000.61 *
657088	MEERS, BRYAN	DEP CARE REIMB	192.30 *
Page Page	ISERI, ALEXANDER	PHOTO PROC/ENGRAVING OTHER PROF SERV	165.00 90.00 255.00 *
1 99 of	SOCAL SALES & MARKETING	WHSE INVENTORY	343.86 *
494	PAGE TOTAL FOR "*" LINES = 115,791.77		

PAGE TOTAL FOR "*" LINES = 115,791.77

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

VENDOR DEPARTMENT OF JUSTICE ACCOUNTING/CASHERING DEPT	DESCRIPTION LIFESCAN FEE-DOJ	AMOUNT 1,534.00 *
ONS INC.	WHSE INVENTORY	.27
FAIR HOUSING FOUNDATION	OTHER PROF SERV	2,596.42 *
*VICTORIA, ROD	DEP CARE REIMB	192.30 *
BLODGETT BAYLOSIS ENVRNMTL PLNG	DEPOSIT REFUND	17,285.00 *
STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	20,812.84 *
RAYMOND HANDLING SOLUTIONS	REPAIRS-FURN/MACH/EQ	108.00 *
VERONICA MADRILES	VIDEO PRODUCTION EXP	1,250.00 *
TOPAZ ALARM CORP	OTHER PROF SERV	35.00 *
YO-FIRE SUPPLIES	OTHER MAINT ITEMS	232.86 *
SEAUCO IUR SEAUER MOTORCYCLES	MOTOR VEH PARTS	176.28 *
ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	2,454.75 *
EVIDENT CRIME SCENE PRODUCTS	MEDICAL SUPPLIES	319.30 *
KRONOS INCORPORATED	NETWORK COMMUNICT	632.94 *
INFOSEND, INC.	PAPER/ENVELOPES	164.30 *
AUTONATION FORD TUSTIN	MOTOR VEH PARTS	141.81 *
EXTRA PACKAGING LLC	WHSE INVENTORY	1,110.00 *
FUN EXPRESS	ADMN/ENTRANCE FEE	1,108.45 *
KLOESS, GEOFFREY	DEP CARE REIMB	153.69 *
*CORNELIU, NICOLAE	PERMITS/OTHER FEES DUES/MEMBERSHIPS	50.00 80.00 130.00 *
ALBERTSONS	OTHER FOOD ITEMS	54.72 *
PAGE TOTAL FOR "*" LINES = 50,946.93		

PAGE TOTAL FOR "*" LINES = 50,946.93

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 11/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
657112	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	NETWORKING SERVICES OTHER PROF SERV FORENSIC SERV	1,129.32 8,354.00 80,806.27 90,289.59 *
657113	HUGHES COMMUNICATION INC DBA: HUGHES NETWORK SYSTEMS LLC	OTHER MAINT ITEMS	185.48 *
657114	NATIONAL CREDIT REPORTING	OTHER PROF SERV	16.95 *
657115	MurCal, INC.	OTHER MAINT ITEMS	1,335.22 *
657116	TPX COMMUNICATIONS CO	TELEPHONE NETWORK COMMUNICT	165.26 1,201.71 1,366.97 *
W2680	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	1,955.52 *
W2681	CITY OF GARDEN GROVE-LIABILITY ACCT	LEGAL FEES MUN CLAIMS BD PMT	61,179.04 1,408.38 62,587.42 *
W2682	MARYLAND CHILD SUPPORT ACCOUNT CASE # 980094958	WAGE ATTACHMENT	343.38 *
W2683	REYNOLDS, MICHELE	WAGE ATTACHMENT	461.54 *
W2684	SHANNON WAINWRIGHT	WAGE ATTACHMENT	553.85 *

159,095.92 PAGE TOTAL FOR "*" LINES = 983,377.93 * FINAL TOTAL DEMANDS #656958 - 657116 AND WIRES W2680 - W2684 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL NOVEMBER 27, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

PATRICIA SONG - FINANCE DIRECTOR

*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 1,049.00	2,245.00	1,813.00	898.00	341.00	1,013.00	814.00	1,069.00	1,016.00	3,819.00	506.00	4,020.00	822.00	2,000.00	1,186.00	1,136.00	1,268.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR ADAMS, WILLIAM	ALISO VIEJO 621, LP	ANAHEIM REVITALIZATION II PART	ANAHEIM REVITALIZATION IV PARTNERS, LP	ANAHEIM REVITALIZATION PARTNERS III L.P	AYERS, MARILISA BRADFORD	BAHIA VILLAGE MOBILEHOME PARK	BAK, PHINAK	BDA INVESTMENTS LLC	BUI JR, RICHARD	BUI JR, RICHARD	BUI, JIMMY QUOC	BUI, LAN HUYNH NGOC	BUI, PHAT	BUI, SON MINH	BUI, TAN H.	BUI, TINH TIEN
WARRANT 657117	657118	657119	657120	657121	657122	657123	657124	657125	657126	657127	657128	657129	657130	657131	657132	657133
S														Pa	age 112	2 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,243.00 *	1,001.00 *	1,062.00 *	1,080.00 *	4,873.00 *	1,822.00 *	1,091.00 *	742.00 *	2,515.00 *	\$ 00.626	3,130.00 *	4,025.00 *	1,405.00 *	4,758.00 *	1,748.00 *	1,429.00 *	1,530.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR CALKINS, RONALD	CHAMBERLAIN, DAVID T.	CHANTECLAIR APTS	CHEN, DAVID	CHOI, JOON	CHRISTMAN, ROBERT	CHU, MEI-LING	CLARY, KIM	CMIF III CORONADO PALMS LLC	CONCEPCION, RODRIGO	CRESTWOOD ON 7, LLC	CROCKETI, JACK	CUNG, KHA T	DAISY VI ASSOCIATES LTD	DANG, STACY HOA TUOI	DINH, KIM-ANH T	DO, DOMINIC HAU
WARRANT 657134	657135	657136	657137	657138	657139	657140	657141	657142	657143	657144	657145	657146	657147	657148 G	ge 113	of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

110N AMOUNT 1,112.00 *	2,592.00 *	1,025.00 *	I 2,043.00 *	1,347.00 *	Z,245.00 *	1,299.00 *	1,644.00 *	5,532.00 *	293.00 *	1,189.00 *	1,090.00 *	1,316.00 *	1,234.00 *	1,089.00 *	1,873.00 *	4,571.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY				
VENDOR										<u>ئ</u>						
DO, KIEN TRONG	ро, тно	DO, THUAN	DO, TIM	DOAN, DINH T	DONNER, HELMUT	DUONG, LAN	DUONG, CHI THI	EBL, LLC	EL CAMINO LU, LLC	ELDEN EAST APARTMENTS	EMERALD GARDENS APT	EUCLID PARK APTS	FULLWOOD, DALE A	GEORGIAN APTS	GIA VU, INC	GROVE PARK LLC
WARRANT 657151	657152	657153	657154	657155	657156	657157	657158	657159	657160	657161	657162	657163	657164	657165 G	ge 114	of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,003.00 *	1,189.00 *	972.00 *	6,202.00 *	725.00 *	1,140.00 *	1,159.00 *	2,017.00 *	1,847.00 *	2,382.00 *	2,227.00 *	3,310.00 *	1,124.00 *	2,508.00 *	9,419.00 *	1,127.00 *	3,042.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY		RENT SUBSIDY	RENT SUBSIDY
VENDOR HA, MANH MINH	HANSEN, RICHARD D	HARA, KULJIT	HARA, STEVE	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	HO, THOMAS P	HOANG, LIEN	HOFFMAN, NICK	HUANG, CHONG WEI	HUYNH, NATALIE N	HUYNH, NGHIA TRUNG	HUYNH, TRANG	JEANNE JURADO TRUSTEE	JOHNSON, LINDA	JOMARC PROPERTIES LTD	JOSEPH & KIM CORP.	KATELLA FAMILY HOUSING PARTNER dba STONEGATE I APTS
WARRANT 657169	657170	657171	657172	657173	657174	657175	657176	657177	657178	657179	657180	657181	657182	657183 8 4	ee 118	5 of 494

Page 115 of 494

AMOUNT 4,434.00 *	32,934.00 *	972.00 *	1,256.00 *	752.00 *	242.00 *	1,275.00 *	3,992.00 *	* 00.777	1,059.00 *	2,269.00 *	2,191.00 *	1,090.00 *	* 00.076	1,195.00 *	2,395.00 *	* 40.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR KDF HERMOSA LP	KDF MALABAR LP	KDF SEA WIND LP	KINGMAN GARDENS CORPORATION	KLEIN, MARTIN	KOLSY, M I	KUNZMAN, WILLIAM	LE FAMILY TRUST	LE, DON	LE, DONALD	LE, HUY	LE, NGHIA V	LE, TRACEY	LE, VIET Q.	LE, YENNHI	LE, BAO GIA	LE-MUNZER, HOABINH
WARRANT 657186	657187	657188	657189	657190	657191	657192	657193	657194	657195	657196	657197	657198	657199	657200	ige 116	707205 6 of 494

9

NGO, MARY

657219

5,284.00 *

RENT SUBSIDY

7

AMOUNT 1,363.00 *	4,797.00 *	1,086.00 *	4,475.00 *	2,624.00 *	1,942.00 *	972.00 *	1,666.00 *	1,810.00 *	1,293.00 *	1,985.00 *	1,754.00 *	1,027.00 *	1,603.00 *	1,243.00 *	1,416.00 *	831.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR NGO, HOA KIM	NGUYEN'S FAMILY INVESTMENTS, LP	NGUYEN, BACH THI	NGUYEN, BICHLE T	NGUYEN, BOYCE JR	NGUYEN, CHRISTINA M	NGUYEN, D DUY MD	NGUYEN, FRANK M	NGUYEN, HOC VAN	NGUYEN, LE THUY	NGUYEN, LINDA MAI	NGUYEN, LISA	NGUYEN, LOAN THANH	NGUYEN, MAI	NGUYEN, MY CHAU	NGUYEN, NICOLE U	NGUYEN, QUANG M
WARRANT 657220	657221	657222	657223	657224	657225	657226	657227	657228	657229	657230	657231	657232	657233	657234 84	927233 age 118	9872239 3 of 494

AMOUNT 1,257.00 *	2,929.00 *	1,036.00 *	1,020.00 *	3,039.00 *	3,050.00 *	4,068.00 *	1,920.00 *	1,646.00 *	562.00 *	1,469.00 *	1,582.00 *	3,441.00 *	2,004.00 *	1,097.00 *	1,174.00 *	2,129.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENI SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
											5					
VENDOR										II		rn.				
NGUYEN, QUOC KIM	NGUYEN, STEVE T	NGUYEN, STEVEN	NGUYEN, TAM N	NGUYEN, TAN QUOC VIET	NGUYEN, THANH VAN	NGUYEN, THUY	NGUYEN, THUY T.	NGUYEN, UYEN	NGUYEN, VINH K	NGUYEN, VY & NGUYEN, THI	NGUYEN, NICOLE UYEN	NGUYEN, PAULINE KIMPHUNG	NGUYEN, SHERRY LIEU	NGUYEN, TON SANH	NGUYEN, TRACY	NGUYEN-TU, THUY-TIEN
Z	N	Ž	Ř	Ŋ	N	N	Ň	N	N	N	NC	NC	NC	NG	NC	N
WARRANT 657237	657238	657239	657240	657241	657242	657243	657244	657245	657246	657247	657248	657249	657250	657251	ege 119	9 of 494

AMOUNT 3,474.00	1,587.00	1,271.00	1,504.00	762.00	1,099.00	1,338.00	3,090.00	1,225.00	1,489.00	1,333.00	1,007.00	1,638.00	1,445.00	1,243.00	1,694.00	2,606.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR NORTHWOOD PLACE	ORRWAY APTS HOMES, LLC	PALMA VISTA APTS, LLC	PARCIES INVESTMENT	PARK VISTA APTS	PARK, CHONG PIL	PATTUMMADITH, SUWAPANG	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	PEAR TREE VILLAGE APTS, LLC	PHAM, ANH THI	PHAM, DAVID DUNG	PHAM, QUYEN	PHAM, TUNG	PHAM, VANTHI	PHAM, LOAN ANH THI	PHAN, STEVEN	PHAN, TRUNG QUANG
warrant 657254	657255	657256	657257	657258	657259	657260	657261	657262	657263	657264	657265	657266	657267	657268	657269	657270
ĮM														Pa	ige 120	of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,044.00 *	1,439.00 *	2,773.00 *	1,337.00 *	1,580.00 *	743.00 *	1,098.00 *	1,373.00 *	1,741.00 *	1,849.00 *	1,184.00 *	1,412.00 *	370.00 *	1,284.00 *	1,063.00 *	2,016.00 *	1,656.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR PHAN, VAN KHANH	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	PLAZA WOODS, LLC	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	RANCHO ALISAL	RAYMOND AND LYNN RUAIS	S.E. AMSTER	SCHWERMAN, CELESTE	SILO NORTHEAST, LLC	TA, CATHY	TERESINA APARTMENTS	THE KELVIN APARTMENTS	THE KNOLLS	THE OVERLOOK	THOMSON EQUITIES	THOMSON EQUITIES	TIC INVESTMENT COMPANY LLC
WARRANT 657271	657272	657273	657274	657275	657276	657277	657278	657279	657282	657283	657284	657285	657286	657287	882L59 age 12 ²	682289 1 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 2,127.00 *	1,907.00 *	* 00.08	4 00.169	1,039.00 *	847.00 *	* 00.986	614.00 *	1,093.00 *	1,166.00 *	3,456.00 *	1,079.00 *	2,519.00 *	1,290.00 *	2,631.00 *	620.00 *	1,312.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR TIC INVESTMENT COMPANY LLC NORTHWOOD PLACE APARTMENTS	TON, VINH THAT	TRAN, EDWARD T	TRAN, ERIC	TRAN, PHUONG THUY	TRAN, THERESA T	TRAN-NGUYEN, LIEN KIM	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	TRINH, TRANG N	TRUONG, THUAN BICH	TRUONG, THUAN BICH	TRUONG, SON BICH	TURI, ANGELO S	VELASTEGUI, MARCO	VILLA CAPRI ESTATES	VINH, THUA	VISTA DEL SOL APARTMENTS
WARRANT 657290	657291	657292	657293	657294	657295	657296	657297	657298	657299	657300	657301	657304	657305	657306	L08L59 age 122	80£459 2 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,086.00 *	1,682.00 *	* 00'.29	1,100.00 *	1,410.00 *	1,059.00 *	1,103.00 *	1,452.00 *	1,723.00 *	1,243.00 *	5,093.00 *	2,732.00 *	1,565.00 *	1,520.00 *	1,228.00 *	1,835.00 *	2,342.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR VISTA DEL SOL APTS	VO, KIMCHI	VO, NAM T	VO, TIN TRUNG	VPM BRIDGES APTS	VPM MANAGEMENT	VPM SHER LANE LP	VU, THAI	VU, DANNY	WEST, NEIL E	WINDSOR~DAWSON LP	WINDWOOD KNOLL APARTMENTS	WOODBRIDGE WILLOWS	WOODBURY SQUARE	YIANG, VINCE	15915 LA FORGE ST WHITTIER LLC	19822 BROOKHURST, LLC
WARRANT 657309	657310	657311	657312	657313	657314	657315	657316	657317	657318	657319	657320	657321	657322	657323 ed	ge 123	911,69M 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

WARRANT W657116	VENDOR 2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	DESCRIPTION RENT SUBSIDY	AMOUNT 1,167.00 *
W657116	ABCO CROWN VILLA, LTD	RENT SUBSIDY	1,829.00 *
W657116	ACACIAN APTS	RENT SUBSIDY	34,157.00 *
W657116	ACT EQUITIES, LLC	RENT SUBSIDY	1,437.00 *
W657116	13251 NEWLAND LLC	RENT SUBSIDY	9,321.00 *
W657116	ACACIA VILLAGE	RENT SUBSIDY	20,935.00 *
W657116	8080 BEVER PLACE-NEGBA LLC	RENT SUBSIDY	1,386.00 *
W657116	12911 GALWAY ST, LLC	RENT SUBSIDY	4,559.00 *
W657116	7632 21ST ST LP	RENT SUBSIDY	3,826.00 *
W657116	2300 W EL SEGUNDO, LP	RENT SUBSIDY	11,251.00 *
W657116	8572 STANFORD, LLC	RENT SUBSIDY	1,094.00 *
W657117	ALFRED P VU & JULIE NGA HO, LLC	RENT SUBSIDY	3,445.00 *
W657117	ALIBULLA, REHANA	RENT SUBSIDY	1,978.00 *
W657117	AEGEAN APARTMENTS	RENT SUBSIDY	5,704.00 *
W657117	ADRIATIC APTS	RENT SUBSIDY	942.00 *
ge 124	ADVANTAGE PROPERTY MANAGEMENT	RENT SUBSIDY	713.00 *
of 494	ALAI, PARVIZ	RENT SUBSIDY	5,688.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

ALLEN, LYNN KATHLEEN ALTEZA, INC AMERICAN FAMILY HOUSING AMCAL OCEANA FUND, LP OCEANA FUND, LP OCEANA FUND, LP OCEANA FUND, LC ANDU, CHUNG NAN ARBOR VILLAS, LLC ARJON, TIMOTEO ATTIA, EIDA A AUDUONG, PAUL AUGUSTA GROUP INVESTMENTS ARROYO DEVELOPMENT PARTNEI ARROYO DEVELOPMENT PARTNEI ARROYO DEVELOPMENT PARTNEI ARROYO DEVELOPMENT PARTNEI ARTESIA BOULEVARD 44, LLC BACH & JASON NGUYEN INVEST	VENDOR DESCRIPTION AMOUNT RENT SUBSIDY 3,649.00 *	RENT SUBSIDY 1,038.00 *	RENT SUBSIDY 2,025.00 *	RENT SUBSIDY 1,827.00 *	OCEANA APARTMENTS 1,376.00 *	RENT SUBSIDY 5,489.00 *	RENT SUBSIDY 1,196.00 *	RENT SUBSIDY 1,448.00 *	RENT SUBSIDY 1,183.00 *	RENT SUBSIDY 1,577.00 *	RENT SUBSIDY 4.00 *	INC RENT SUBSIDY 1,167.00 *	RS, LL RENT SUBSIDY 428.00 *	RENT SUBSIDY 1,629.00 *	TMENT LLC RENT SUBSIDY 1,208.00 *	RENT SUBSIDY 14,325.00 *	
M657118 W657118 W657118 W657121 W657121 W657121 W657121 W657121 W657121 W657121 W657121 W657122	ALLARD APARTMENT, LLC				AMCAL OCEANA FUND, LP			ARBOR VILLAS,	ARJON,	ATTIA, EIDA		AUGUSTA GROUP INVESTMENTS	11 ARROYO DEVELOPMENT PARTNERS, LL		22 BACH & JASON NGUYEN INVESTMENT LLC		

AMOUNT 5,814.00 *	1,745.00 *	1,014.00 *	* 00.006	1,436.00 *	1,294.00 *	1,121.00 *	2,938.00 *	* 00.606	1,161.00 *	25,199.00 *	256.00 *	3,471.00 *	3,206.00 *	3,034.00 *	1,021.00 *	1,260.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR BARRY SAYWITZ PROP TWO, LP	BAKER RANCH AFFORDABLE LP	BARRETT, BRETT A	BEHRENS PROPERTIES, LLC	BELAGE PRESERVATION, LP	BERTRAN, JAIME OR MAGALI	BHALANI, ANIL	BHATT, N C	BOUTROS, ADEL A	BOWEN PROPERTY, LLC	BOZARJIAN, MAI	ВКАСНА, SHAY	BRE PARAGON MF INVESTMENT LP	BRIAR CREST / ROSE CREST	BROWN, SHARON OR NORMAN	BUENA PARK SUNRISE APTS LP	BEACH CREEK APARTMENTS
WARRANT W657124	W657124	W657124	W657125	W657125	W657125	W657125	W657125	W657125	W657125	W657125	W657125	W657125	W657125	W657125	ge 126	6 of 494

AMOUNT 712.00 *	1,154.00 *	1,033.00 *	2,273.00 *	1,055.00 *	536.00 *	1,799.00 *	2,401.00 *	1,160.00 *	1,305.00 *	2,333.00 *	2,469.00 *	1,005.00 *	1,156.00 *	1,660.00 *	2,352.00 *	1,876.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR BERTINA PANG LOH CHANG	BORTHWICK, KELLY	BEACHWOOD VILLAGE APARTMENTS	BMN INVESTMENTS, INC	BUI, BACH	BUI, DUNG	BUI, DANIEL D.	BUI, KIMBERLY	BUI, LAI	BUI, KIMLOAN THI	BUI, MINH Q	BUI, MONICA	BUI, NGA HUYNH	BUI, LONG	BUI, SON VAN	BUI, THUAN	BUI, THINH
WARRANT W657125	W657125	W657125	W657125	W657127	W657127	W657127	W657128	W657128	W657128	W657129	W657129	W657129	W657129	W657131 B	ge 127	7 of 494

AMOUNT 1,779.00	1,580.00	1,518.00	1,524.00	1,625.00	1,217.00	984.00	4,584.00	4,449.00	1,939.00	912.00	1,289.00	2,241.00	2,740.00	1,583.00	943.00	6,194.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR BUI, TRIET THO-MINH	C.S.T. CAPITAL LLC	CAI-NGUYEN, THU T	BURLEY, DAVID M	CAMBRIDGE HEIGHTS, LP	CAO, MYTRANG	CAO, PHUOC GIA	CASCADE TERRACE APARTMENTS	CASA MADRID	CASCINO, DAVID G.	CHAN, KOU LEAN	CHAN, TIFFANNIE L.	CHAN, MIN OR TRAN, CHIEN	CHANG, EVELYN	CHANG, SHERRI	CHANG, WARREN	CHATHAM VILLAGE APTS
WARRANT W657133	W657133	W657133	W657133	W657134	W657134	W657134	W657134	W657134	W657134	W657135	W657135	W657135	W657135	W657135	nge 128	% of 494

AMOUNT 2,302.00 *	4,127.00 *	5,428.00 *	23,414.00 *	1,271.00 *	1,398.00 *	1,242.00 *	1,410.00 *	1,059.00 *	1,602.00 *	1,631.00 *	5,120.00 *	1,059.00 *	1,433.00 *	4,512.00 *	544.00 *	1,249.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR CHAU, ALICE	CHEN, DENNIS KYINSAN	CHEN, SHIAO-YUNG	CHEN, T C	CHARLESTON GARDENS, LLC	CHAU, KENNY	CHERRY WEST PROPERTIES	CHEUNG, STEPHEN	CHEY, PAUL M	CHIANG, LI-YONG	CHHUM, NARITH	CHONG, DON J G	снии, јони	CINCO TRAN, LLC	CHUNG, KYU B	CITRUS GROVE, LP	CLIFTON, KATHLEEN P
WARRANT W657136	W657136	W657136	W657136	W657136	W657136	W657137	W657137	W657137	W657137	W657137	W657138	W657140	W657140	W657140	oge 129 129 nge	1822141 9 of 494

AMOUNT 1,791.00 *	4,850.00 *	1,142.00 *	1,015.00 *	622.00 *	11,012.00 *	14,808.00 *	8,249.00 *	1,355.00 *	771.00 *	1,038.00 *	* 00.008	2,670.00 *	2,800.00 *	1,715.00 *	1,230.00 *	1,290.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR COLACION, KATHY D	COMMUNITY GARDENS PARTNERS LP	CONCEPCION, NORMA S	CO, PONCH	CONCORD MGMT LLC	CONNOR PINES LLC	CONTINENTAL GARDENS APTS	COURTYARD VILLAS	COY, CHRISTINE OR FREEMAN, CYNTHIA	CORNER CAPITAL INVESTMENTS	CRUZAT, KERILYN	CTC INVESTMENT GROUP, INC	CUNG, KHANH	DAC, NGHIA HO OR PHAN VE TU	CURTIS FAMILY TRUST	DAI, HUONG NGOC	D1 SENIOR IRVINE HOUSING PARTNERS, LP
WARRANT W657142	W657142	W657142	W657142	W657143	W657143	W657143	W657143	W657143	W657143	W657145	W657145	W657146	W657146	W657146 B	ge 130	of 494

AMOUNT 1,241.00 *	1,715.00 *	1,255.00 *	2,054.00 *	1,435.00 *	962.00 *	1,262.00 *	208.00 *	3,523.00 *	3,984.00 *	2,019.00 *	1,207.00 *	2,317.00 *	824.00 *	2,123.00 *	951.00 *	1,363.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR DAM, BINH DINH	DANG, ANNIE	DANG, CHINH VAN	DANG, MIKE M	DANG, DAVID	DANG, THANH-THUY THI	DAO, JOSEPH N	DAO, MINH	DAO, NELSON NGUYEN	DAO, TRU	DAO, TU VAN	DAO, NGOC-THUY	DAO-PHAM, LOC THI OR PHAM, LUONG-NGUYEN	DAVIS, SON OR MICHELLE	DE ANZA PLAZA APTS II	DEWYER, CLARA J.	DIEP, HOI TUAN
WARRANT W657147	W657147	W657147	W657147	W657147	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	age 13	1 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,057.00 *	1,338.00 *	2,002.00 *	1,593.00 *	2,635.00 *	1,064.00 *	2,186.00 *	3,091.00 *	1,144.00 *	1,378.00 *	1,714.00 *	2,023.00 *	1,219.00 *	1,055.00 *	1,472.00 *	1,545.00 *	14,398.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
DINH, CHINH	DINH, HAI	DINH, HANH	DINH, KATHLEEN	DINH, KATHY	DINH, KIM	DINH, LAN THAI	DINH, LONG T	DINH, NHU Y	DINH, THU V.	DINH, TUAN	DINH, Y NHA	DDA LLC	DEERING II FAMILY L.P.	DAVIS, RICHARD	DINH, THANH	DNK PROPERTY LLC
WARRANT W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	W657148	age 133	2 of 494

AMOUNT 1,906.00 *	2,304.00 *	2,756.00 *	1,022.00 *	4,465.00 *	1,678.00 *	1,315.00 *	1,005.00 *	2,086.00 *	* 00.888	3,512.00 *	1,032.00 *	654.00 *	* 00.099	2,609.00 *	1,526.00 *	1,616.00 *
	DY	DY	ЪУ	ЪÝ	DY	DY	DY	DΥ	DΥ	DΥ	DΥ	DY	DY	DY	DY	DY
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY										
VENDOR																
Ħ									¥							NNE TRANG VU
BRANDON BINH	BYRON	DAITRANG	DO, JONATHAN	MINH C.	MINH TAM	MY-PHUONG	NANCY	SELENA	THUY THI	TINA	DO, XUYEN THI	DOAN, HARRY	DOAN, HOAI T	N, HUY	N, KYLAM	DOAN, NHA & JOANNE TRANG
, DO,	,00	,00	, DO,	, 00	,00	, DO,	, DO,	, DO,	, od	, od	, DO,	DOA	DOA	DOAN,	DOAN,	DOA
WARRANT W657149	W657149	W657149	W657150	W657151	W657151	W657151	W657151	W657151	W657153	W657154	W657154	W657155	W657155	W657155 A	ge 133	8 of 494

AMOUNT 2,119.00 *	1,526.00 *	1,848.00 *	1,394.00 *	4,822.00 *	951.00 *	3,864.00 *	1,982.00 *	* 891.00 *	5,250.00 *	2,434.00 *	1,429.00 *	1,348.00 *	2,304.00 *	* 00.786	2,639.00 *	852.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR DOAN, PHUONGNGA THI	DOAN, THANH QUE	DOHANH, WILLIAM D	DOIDGE, JERRY	DOLCE VITA INVESTMENTS, LLC	DONG, MINH TRANG	DOAN, HIEP THI	DORADO SENIOR APARTMENTS, LP	DOWD III, WILLIAM A.	DSN INVESTMENT GROUP, LLC	DTP INVESTMENTS, LLC	DU, CHRISTINE H.	DUC NGUYEN AND PAULINE NGUYEN, LLC	DUNNETT, DAVID F	DUONG, HONG MANH	DUNN, DAVID C	DUCATO GARDENS, LLC
WARRANT W657155	W657155	W657155	W657155	W657155	W657155	W657155	W657156	W657156	W657156	W657156	W657156	W657156	W657156	W657156 d	ge 134	1 of 494

AMOUNT 1,437.00 *	4,919.00 *	1,296.00 *	1,142.00 *	2,122.00 *	\$ 559.00 *	1,928.00 *	1,382.00 *	7,244.00 *	813.00 *	2,502.00 *	360.00 *	6,583.00 *	2,637.00 *	2,476.00 *	* 00.087	1,081.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
DUONG, LOM	DUONG, MINH B	DUONG, THAI VAN	DUONG, HUNG Q	EASTWIND PROPERTIES, LLC	DYO, GLADYS	EHLE, GERALD	EDLUND, DANIEL T	EL RAY PARTNERS, LLC	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	ELIAS CAPITAL GROUP, LLC	ENGEL, TERRY C	EVERGREEN ESTATE EXPANSION LLC	FAIRVIEW MGMT COMPANY	FAN, BOONE	FBC APARTMENTS	FIELDS, FLOYD H
WARRANT W657157	W657157	W657157	W657158	W657158	W657158	W657159	W657159	W657160	W657161	W657161	W657162	W657163	W657163	W657163	ige 138	Me27163

FIVE POINTS SENIOR APTS FOREVERGREEN EXPANSION, LLC FOUNTAIN GLEN AT ANAHEIM HILLS		* 00 000 0
FOREVERGREEN EXPANSION, LLC FOUNTAIN GLEN AT ANAHEIM HILLS		2, 269.00
FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	425.00 *
	RENT SUBSIDY	1,314.00 *
FRECHTMAN, WILLIAM	RENT SUBSIDY	1,184.00 *
FREEDOMPATH PROPERTIES, LLC	RENT SUBSIDY	1,555.00 *
FU CRAIG FA, LLC	RENT SUBSIDY	4,590.00 *
FREMONT 2225	RENT SUBSIDY	1,235.00 *
FRANCISCAN GARDENS APTS-	RENT SUBSIDY	14,979.00 *
FG GOLDENWEST SENIOR APTS, LP	RENT SUBSIDY	9,563.00 *
GANZ, KARL	RENT SUBSIDY	* 00.696
GARCIA, ALBINO	RENT SUBSIDY	2,532.00 *
GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,103.00 *
GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	HAP-ESCROW	9,227.00 *
GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	3,898.00 *
GARZA, CAROL	RENT SUBSIDY	632.00 *
GARDEN BAY APARTMENTS, LLC	RENT SUBSIDY	1,015.00 *

WARRANT W657165	VENDOR GERMAIN, AARON & CASSANDRA	DESCRIPTION RENT SUBSIDY	PTION AMOUNT DY 1,606.00	
W657166	GIACALONE, BRIGITTE	RENT SUBSIDY		971.00
W657166	GIGI APARTMENTS	RENT SUBSIDY	DY 1,986.00	00.9
W657166	GLENHAVEN MOBILODGE	RENT SUBSIDY		385.00
W657166	GOMEZ, HENRY S.	RENT SUBSIDY	DY 1,540.00	00.00
W657166	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	392.	2.00
W657166	GREENFIELDSIDE, LLC	RENT SUBSIDY	DY 3,083.00	3.00
W657166	GREEN, WILLIAM	RENT SUBSIDY	DY 1,199.00	00.6
W657166	GIERS WELLS PARTNERSHIP	RENT SUBSIDY	DY 3,045.00	5.00
W657167	GROVE PARK L.P.	RENT SUBSIDY	DY 60,543.00	3.00
W657168	GULMESOFF, JIM	RENT SUBSIDY	DY 6,058.00	8.00
W657168	GUSTIN, TIMOTHY M	RENT SUBSIDY		707.00
W657168	GUYUMJYAN, GINA	RENT SUBSIDY	DY 3,087.00	7.00
W657168	на, рас т	RENT SUBSIDY	DY 1,211.00	1.00
W657168 A	HA, KHIEM Q	RENT SUBSIDY	DY 1,025.00	5.00
ge 137	HA, CASIE	RENT SUBSIDY	DY 2,117.00	7.00
691259M 7 of 494	HA, TRAN D	RENT SUBSIDY	DY 2,806.00	00.9

2,806.00 *

*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 1,119.00	4,620.00	1,974.00	1,061.00	1,974.00	1,819.00	3,414.00	1,465.00	1,186.00	24,466.00	1,363.00	1,873.00	1,497.00	4,688.00	2,291.00	1,290.00	2,291.00
PTION DY	.DY	DΥ	DY	DY	ЪÝ	ЪÝ	ЪУ	DY	DY	DY	DY	DY	DY	DY	DY	DY
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR HA, TRIET M.	HALL & ASSOCIATES, INC.	HAN, LINDA	ндн, уп	HANSON, CLIFTON & BRENDA	HAU, STEVEN	HERITAGE PARK	HERITAGE VILLAGE	HERITAGE VILLAGE ANAHEIM	HARBOR GROVE LUXURY APARTMENTS	HILLIARD, SHERRY OR RICHARD	HMZ RESIDENTIAL PARK LP	HO, HENRY HOI	HO, HIEP or DAO, NGOC THUY	HO, KEVIN TRIEU	HO, LIEN KIM	HO, PAULINE
WARRANT W657169	W657169	W657169	W657169	W657170	W657172	W657172	W657172	W657172	W657172	W657173	W657173	W657173	W657173	W657173	ge 138	8 of 494

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W657173	HIGHLAND FINANCE INVESTMENTS CORP.	RENT SUBSIDY	1,140.00
W657174	HO, TIM	RENT SUBSIDY	1,077.00
W657174	HOANG, JAMES	RENT SUBSIDY	3,705.00
W657174	HOANG, LAN T	RENT SUBSIDY	1,305.00
W657175	HOANG, LONG	RENT SUBSIDY	1,156.00
W657175	HOANG, TRACY	RENT SUBSIDY	998.00
W657175	HOANG, TUAN	RENT SUBSIDY	1,073.00
W657175	HOANG, LANG	RENT SUBSIDY	1,053.00 *
W657175	HOANG, NHAN TIEN	RENT SUBSIDY	961.00
W657176	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	* 00.868
W657176	HOPPE, SALLY	RENT SUBSIDY	1,228.00 *
W657176	HSU, CHANG-HUA LIU	RENT SUBSIDY	1,139.00 *
W657176	HUA, LUC	RENT SUBSIDY	1,348.00 *
W657177	HUERTA, DANIEL	RENT SUBSIDY	1,007.00 *
W657177	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,315.00 *

3,569.00 *

RENT SUBSIDY

HUYNH, CHEN THI

HUSS, DON

LLTLS9M LLTLS9M Page 139 of 494

2,579.00

RENT SUBSIDY

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

WARRANT W657177 W657177 W657177	UENDOR HUYNH, FELIX HUYNH, LOAN HUYNH, MINH HUY		AMOUNT 988.00 * 1,230.00 * 573.00 * 2,106.00 *
W657177 W657177 W657178 W657178	HUYNH, JOANNE HUYNH, PHILIP HUYNH, SALLY B HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	969.00 1,212.00 588.00 1,249.00
W657178 W657178 W657178	HUYNH, TONY HUYNH, THAI C HWANG, C.M.	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	1,249.00 * 677.00 * 2,377.00 * 1,244.00 *
W657180 W657180 W657180	IMPERIAL NORTH HOLDINGS, LLC IMPERIAL NORTHWEST HOLDINGS INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC J & E ESTATES, LLC	RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY RENT SUBSIDY	1,805.00 * 4,213.00 * 2,362.00 * 1,780.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

DESCRIPTION AMOUNT 3,145.00 *	SUBSIDY 1,011.00 *	* 1,059.00 *	SUBSIDY 1,980.00 *	* 8,360.00 *	SUBSIDY 1,204.00 *	SUBSIDY 2,322.00 *	SUBSIDY 1,592.00 *	SUBSIDY 1,275.00 *	SUBSIDY 1,841.00 *	SUBSIDY 2,118.00 *	SUBSIDY 1,067.00 *	SUBSIDY 2,150.00 *	RENT SUBSIDY 1,339.00 *	SUBSIDY 11,668.00 *	SUBSIDY 9,502.00 *	SUBSIDY 1,108.00 *
RENT	RENT	RENT	RENT	RENT	RENT	RENT	L.P. RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT
VENDOR J.D. PROPERTY MANAGEMENT, INC	JANESKI, JERRY	HWINN, TUE T	JEAN, NARIYA	JG & B CORPORATION	JGKALLINS INVESTMENTS LP	JOHNSON, NATHAN D.	JENSEN SOMMERVILLE CONZELMAN CO. I	JTK & ASSOCIATES	JTM BAYOU, LLC	JU, LIN J	JU, FRED	KAID MALINDA INVESTMENT INC	KAMAT, JAIDEEP	KASHI TRUST	JUNG SUN NOH	KAO, JUN-WEI
WARRANT W657180	W657180	W657180	W657180	W657181	W657181	W657181	W657181	W657184	W657184	W657184	W657184	W657184	W657184	W657184	ge 14	1 of 49

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 675.00 *	1,460.00 *	1,962.00 *	1,679.00 *	4,416.00 *	2,661.00 *	4,178.00 *	1,728.00 *	2,322.00 *	1,532.00 *	2,447.00 *	681.00 *	1,061.00 *	3,384.00 *	65.07 * 1,080.00	1,195.00 *	* 00.608
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	PORTABILITY ADMIN RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR KATELLA MOBILE HOME ESTATES	KAY VEE, LLC	KCM INVESTMENTS LLC	KD RENT	KEH, LU-YONG	KEITH AND HOLLY CORPORATION	KELLEY, ROBERT	KENSINGTON GARDENS	KHA, DAN VAN	KHA, CAM MY	KHEANG, SETH S	KHUU, HENRY THAI	KIM, MELVIN LEE	KIM, SON H	KING COUNTY HOUSING AUTHORITY KING COUNTY HOUSING AUTHORITY	KING, BERNARD	KIM, DAVID S
WARRANT W657185	W657185	W657185	W657185	W657188	W657188	W657188	W657188	W657188	W657188	W657188	W657188	W657188	W657188	W657188 B W657188	142 of	494 494

AMOUNT 4,704.00 *	892.00 *	1,249.00 *	1,328.00 *	7,635.00 *	3,912.00 *	* 00.976	2,490.00 *	4,472.00 *	1,059.00 *	3,224.00 *	1,574.00 *	1,238.00 *	1,285.00 *	6,127.00 *	4,906.00 *	2,322.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR KING INVESTMENT GROUP, INC	KIM, JONG WAN	KIM, HARRY H	KITSELMAN, KENT M	KNK PROPERTIES	KLUNK, MARILYN	KPKK, LLC	KUO, EDWARD	KURZ, JOAQUIN	LAGUNA STREET APARTMENTS, LLC	LAKESIDE ASSOCIATION	LALLY, JULIE	LALLY, STEVE	LAM, ANDRE	LAM, CHAU	LAM, HAI	LAM, HOLLY AND STEVE
WARRANT W657188	W657188	W657188	W657189	W657190	W657190	W657191	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	nge 143	761298 3 of 494

AMOUNT 1,583.00 *	2,288.00 *	520.00 *	* 00.766	12,729.00 *	5,390.00 *	1,027.00 *	1,085.00 *	2,438.00 *	2,139.00 *	32,942.00 *	2,407.00 *	1,987.00 *	2,598.00 *	1,518.00 *	2,162.00 *	* 00.166
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR LAM, QUOC D	LAM, THONG KIM	LAM, TONY	ГАМ, МАІ	LAMPLIGHTER VILLAGE APTS	LAMY OANH LLC	LANDA, SALVADOR	LARDERUCCIO, SAL	LAU, STEPHEN	LAM, HUNG	LAGUNA HILLS TRAVELODGE LLC	LAZENBY, JOHN	LA, TUYET B	LADERA WNG II, LLC	LAS PALMAS APTS	LAMPSON EP, LLC	LAM, THUY T
WARRANT W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	W657192	74 44 54 54 54 54 54 54 54 54 54 54 54 54	76122 7612 761

*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 1,236.00	1,124.00	1,982.00	1,362.00	1,324.00	1,596.00	2,324.00	691.00	1,075.00	1,892.00	2,067.00	2,978.00	2,358.00	1,972.00	1,802.00	1,439.00	1,363.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY										
VENDOR	٥.				QUANG	I					AN	тні			N	NG
LE MORNINGSIDE,	LE, BILL B.Q	LE, CHRIS	LE, DANIEL	LE, ANH	LE, HIEN QU	ье, ніер тні	LE, HUNG	ге, нох	LE, JIMMY T	ІЕ, ЈОНИ	LE, JOHN TOAN	LE, KIM CHI	LE, LAN V.	LE, LANH C	LE, LANH VAN	LE, LY PHUONG
æ	E	E	8	e	2	22	ιΩ	ιo	ιο	ιo	LO.	(O	LO.	ıo	IO.	10
WARRANT W657193	W657193	W657193	W657193	W657193	W657195	W657195	W657195	W657196	W657196	W657196	W657196	W657196	W657196	W657196 D	ige 14	961239M 5 of 494

AMOUNT 2,062.00 *	1,980.00 *	2,738.00 *	518.00 *	1,042.00 *	1,202.00 *	* 00.097	1,123.00 *	3,612.00 *	2,177.00 *	1,077.00 *	619.00 *	1,741.00 *	1,230.00 *	1,217.00 *	1,051.00 *	1,220.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY				
VENDOR					ІНО	NOC	TUANANH	Е ТНО	EN							UE
LE, MICHAEL	LE, NGA	LE, NGAT THI	LE, MY	LE, KIM	LE, NGUYEN NHU	LE, PHU THI NOC	LE, RICHARD TUANANH	LE, STEPHANIE THU	LE, THANH TIEN	LE, TINA M	LE, PHUONG L.	LE, VICTOR	LE, VANESSA	LE, ANH NGOC	LE, XAN NGOC	LEDUC, MONIQUE
WARRANT W657196	W657196	W657196	W657196	W657196	W657197	W657197	W657197	W657197	W657197	W657197	W657197	W657198	W657198	W657200	146 146 wes7201	Z0ZLS9M 6 of 494

AMOUNT 699.00 *	1,225.00 *	1,554.00 *	1,804.00 *	2,098.00 *	2,496.00 *	* 00.689	8,482.00 *	2,053.00 *	1,494.00 *	1,492.00 *	1,032.00 *	654.00 *	1,905.00 *	2,327.00 *	1,243.00 *	* 00.906
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR LEE, DAVID OR TRINH	LEMON GROVE LP	LEUNG, ROGER	LI, SOL M	LIM, HONG S	LIN, DAVID	LIN, EEL-YU	LINCOLN VILLAS APT HOMES, LLC	LINCOLN WOODS APARTMENTS	LITTON, KATHERINE	LIEU, NGOC	LLE LLC	LONG, TU-ANH & DUONG, TROY	LOUIE, CINDY W	го, дотин тнот	LUONG, KHANH	LUONG, LONG DUC
WARRANT W657202	W657202	W657203	W657203	W657204	W657204	W657204	W657204	W657204	W657204	W657204	W657205	W657205	W657205	W657205	902/20M 147	902 <u>494</u> 7 of 494

AMOUNT 1,996.00 *	1,461.00 *	1,506.00 *	1,417.00 *	* 00.996	1,444.00 *	1,568.00 *	1,023.00 *	1,431.00 *	2,451.00 *	1,220.00 *	1,663.00 *	6,477.00 *	2,425.00 *	1,685.00 *	1,294.00 *	1,948.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR LUONG, TRA THI-PHUONG	LUU, ALLEN	LUU, TUAN V	LUU, XUYEN	LUVIE CORPORATION	LY, DUC T	LY, MING	LY, TAN Q	LY, THANH	LY, TUYEN X	LY, TRANH	LY, ANDY	MADJE-STAMPER PATRICIA A MADJE	MAI, ANN N	MAI, FRANK	MAI, LINDA	MAI, CHUCK
WARRANT W657206	W657206	W657206	W657206	W657206	W657206	W657206	W657206	W657206	W657206	W657206	W657206	W657207	W657209	W657209	nge 148	0127210 8 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,150.00	3,098.00 *	1,059.00 *	2,412.00 *	1,022.00 *	1,344.00 *	3,011.00 *	1,888.00 *	1,348.00 *	2,473.00 *	813.00 *	1,085.00 *	1,059.00 *	280.00 *	2,774.00 *	1,381.00 *	* 00.065
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR MAI-NGO, JAIMIE	MANDAS, KONSTANTINOS P.	MARIPOSA PROPERTIES	MAYER, LEOPOLD	MC GOFF, JOHN	MCCOWN, A R	MCGRATH, GRACE OR GERALD	MEAGHER, ELMER	МЕАК, МАNН	MEHTA, JAGDISH P	MERCY HOUSING CA XXVIII, LP	MEYSENBURG, MAURICE F.	MIDWAY CAPITAL PARTNERS	MAX & MIN PROPERTIES, LLC	MIKE & KATHY LEE LP	MILLER, ROSEMARY	MONARCH POINTE
WARRANT W657210	W657212	W657214	W657214	W657214	W657214	W657214	W657214	W657214	W657214	W657214	W657214	W657214	W657214	W657215	age 149	9 of 494

* 00.063

AMOUNT 1,299.00 *	1,157.00 *	1,277.00 *	7,336.00 *	* 00.877,6	1,022.00 *	1,726.00 *	2,669.00 *	1,054.00 *	853.00 *	* 00.706	19,902.00 *	2,061.00 *	7,166.00 *	942.00 *	1,254.00 *	1,430.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR MONARK, LP	MONTEBELLO, ANTHONY	MONTECITO VISTA APT HOMES	N & V DEVELOPMENT, LLC	N&V DEVELOPMENT, LLC	NACHAM, ABRAM B	NAMSINH, PATRICK	NEW HORIZONVIEW, LLC	NEW KENYON APARTMENTS LLC	NEWPORT ESTATE EXPANSION LLC	NGHIEM, DALE XUAN	NGHIEM, DANIEL	MORALES, BACH	MORNINGSIDE APTS, LLC	NGO, HONG DIEP LE	NGO, DAVID	NGO, DUNG T
WARRANT W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657216	W657217	uge 150	LT2L29M O of 494

AMOUNT 815.00 *	1,053.00 *	1,784.00 *	621.00 *	1,073.00 *	2,025.00 *	1,140.00 *	1,139.00 *	1,043.00 *	1,237.00 *	2,796.00 *	2,181.00 *	2,188.00 *	1,621.00 *	1,415.00 *	841.00 *	1,584.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
NGO, LOC T	NGO, TAMMY	NGUYEN, ANDREW Q	NGUYEN, ANH	NGUYEN, ANH-DAO	NGUYEN, ANNIE	NGUYEN, ANTHONY	NGUYEN, ANDREA	NGUYEN, AN MANH	NGUYEN, ANA-KARINA A.	NGUYEN, BINH NGOC	NGUYEN, BINH QUOC	NGUYEN, BRIAN BAO-KHA	NGUYEN, CALVIN H	NGUYEN, CHARLIE	NGUYEN, CHRISTINE	NGUYEN, CHRISTOPHER
WARRANT W657218	W657219	W657221	W657221	W657221	W657221	W657221	W657221	W657221	W657221	W657223	W657223	W657224	W657224	W657224	ge 157	Mes7225 Met 494

AMOUNT 1,286.00 *	2,087.00	1,602.00	1,655.00	1,503.00	1,008.00	1,538.00	2,592.00	1,095.00	1,970.00	1,465.00 *	1,445.00 *	1,088.00 *	1,841.00 *	1,605.00 *	* 847.00	* 00.007.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	7.7) / HA, LOAN T	DIEM-THUY		rn.	3 DAN		KIM		f & TRAN, RICHARD	DENISE LOAN THU		Λ	& HUONG T	THI OR NGUYEN, JOSEPH
NGUYEN, CHUONG	NGUYEN, CUONG	NGUYEN, DAT	NGUYEN, DAVID	NGUYEN, DIEM-	NGUYEN, DONG	NGUYEN, DUONG	NGUYEN, DZUNG DAN	NGUYEN, DAN	NGUYEN, DUNG	NGUYEN, ERIC	NGUYEN, DEBBY	NGUYEN, DENIS	NGUYEN, HANG	NGUYEN, HANH	NGUYEN, HAO &	NGUYEN, HOA I
WARRANT W657225	W657225	W657226	W657226	W657226	W657226	W657226	W657226	W657226	W657226	W657226	W657226	W657226	W657227	W657227	nge 152	LZZLS9M 2 of 494

5,007.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

NGUYEN, HOAN VAN NGUYEN, HUAN NGOC NGUYEN, HUNG X NGUYEN, HUNG THY OR PHAM, TIEN D NGUYEN, GENNETH NGUYEN, KHANH DANG NGUYEN, KHOI NGUYEN, KIEN NGUYEN, MINCHI THI	DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
		NGUYEN, HUAN NGOC	HUE	NGUYEN, HUNG	HUNG	THY OR PHAM, TIEN	NGUYEN, JEANNIE	NGUYEN, KENNETH	NGUYEN, KHAI HUE		NGUYEN, KHANH DANG	NGUYEN, KHOI	NGUYEN, KIEN			

Page 153 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
AMOUNT 748.00	1,243.00	1,394.00	1,665.00	2,366.00	1,619.00	5,011.00	1,077.00	1,280.00	2,056.00	1,517.00	1,389.00	1,852.00	1,387.00	1,166.00	1,300.00	3,436.00
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
NGUYEN, LAN HUONG	NGUYEN, JULIE	NGUYEN, KIEN THI	NGUYEN, LE B	NGUYEN, LINDA	NGUYEN, LINDA LIEN	NGUYEN, LONG HUYEN DAC	NGUYEN, LUONG	NGUYEN, LYNDA	NGUYEN, MAI H	NGUYEN, MAN M	NGUYEN, MICHAEL Q	NGUYEN, MICHAEL THANG	NGUYEN, MINH	NGUYEN, MY THI	NGUYEN, MYLY	NGUYEN, MYRA D
WARRANT W657228	W657228	W657228	W657228	W657229	W657229	W657232	W657232	W657232	W657233	W657233	W657233	W657233	W657233	W657234	ge 154	7 t of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 7,477.00 *	1,395.00 *	2,274.00 *	1,660.00 *	1,604.00 *	2,148.00 *	3,611.00 *	3,044.00 *	* 00.398.00	2,021.00 *	3,988.00 *	1,172.00 *	1,267.00 *	1,978.00 *	1,041.00 *	1,949.00 *	1,461.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
NGUYEN, NANCY	NGUYEN, NGHIA	NGUYEN, NGHI	NGUYEN, NGOC	NGUYEN, ORCHID	NGUYEN, OSCAR THUAN	NGUYEN, PETER	NGUYEN, PHONG	NGUYEN, PHUONG MY THI	NGUYEN, QUAN	NGUYEN, SKY	NGUYEN, SON DINH	NGUYEN, STEVE	NGUYEN, SHAWN B	NGUYEN, STEVEN	NGUYEN, STEVEN	NGUYEN, STEVENS
WARRANT W657234	W657234	W657234	W657234	W657235	W657235	W657235	W657235	W657235	W657235	W657237	W657237	W657237	W657237	W657238	age 155	622233 5 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,726.00 *	1,090.00 *	1,617.00 *	\$29.00 *	3,056.00 *	1,479.00 *	1,271.00 *	2,161.00 *	1,083.00 *	1,896.00 *	2,857.00 *	612.00 *	* 00.00	2,140.00 *	2,175.00 *	825.00 *	2,599.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR						NE		I								
NGUYEN, THAI DUC	NGUYEN, THANG XUAN	NGUYEN, THANH-LE	NGUYEN, THANH-NHAN	NGUYEN, THUY	NGUYEN, THINH QUOC	NGUYEN, THU-DUNG TRAN	NGUYEN, THOMAS	NGUYEN, THUYHUONG THI	NGUYEN, TIEP	NGUYEN, TIMMY	NGUYEN, TOM ANH	NGUYEN, TRACY TRUC	NGUYEN, TUAN HOANG	NGUYEN, TUAN NGOC	NGUYEN, TUNG XUAN	NGUYEN, TUYET TRINH
WARRANT W657241	W657241	W657242	W657242	W657242	W657242	W657242	W657242	W657244	W657244	W657244	W657244	W657244	W657244	W657244	ge W657244	% of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

NGUYEN, LAN-NGOC RENT SUBSIDY	WARRANT W657244 W657244 W657244 W657244 W657244 W657244 W657244 W657247 W657247 W657247 W657247	NGUYEN, TRANG NGUYEN, TUYET MAI NGUYEN, TUNG QUOC NGUYEN, TUNG QUOC NGUYEN, VANANH & DO, SOAN P NGUYEN, VANANH & DO, SOAN P NGUYEN, CANG NGUYEN, CANG NGUYEN, DUNG VAN NGUYEN, HUNG C. NGUYEN, HUNG C. NGUYEN, HUYEN NGUYEN, HUYEN NGUYEN, JAMES	RENT SUBSIDY	AMOUNT 1,518.00 1,217.00 1,879.00 2,190.00 1,930.00 1,048.00 1,048.00 1,988.00 3,712.00 980.00
9		NGUYEN, LAN-NGOC		1,25

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,350.00 *	2,347.00 *	2,331.00 *	2,110.00 *	3,410.00 *	3,033.00 *	* 00.681,7	2,694.00 *	841.00 *	1,552.00 *	1,067.00 *	1,405.00 *	2,565.00 *	* 00.966	1,468.00 *	1,740.00 *	1,260.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	EN	тні									TERESA	IANA	s, LLC	NERS, LLC		
NGUYEN, MINH NGOC	NGUYEN, YVONNE QUYEN	NGUYEN, LAN PHUONG THI	NGUYEN, PERRY	NGUYEN, THANH	NGUYEN, THANH-TUYEN	NGUYEN, THINH THI	NGUYEN, TIFFANY	NGUYEN, TIM	NGUYEN, WIN	NGUYEN, XUAN YEN	NGUYEN-LAM, PHIYEN TERESA	NGUYEN-THIEN-NH, DIANA	NORMANDY APARTMENTS, LLC	NIGUEL EQUITY PARTNERS,	NNT PROPERTIES LLC	OLSEN, MARIEL J
WARRANT W657247	W657247	W657247	W657249	W657250	W657250	W657250	W657250	W657250	W657252	W657252	W657252	W657252	W657253	W657253	age 158	9 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 461.00 *	653.00 *	1,445.00 *	2,911.00 *	* 00.076	1,245.00 *	1,972.00 *	1,409.00 *	1,878.00 *	3,647.00 *	992.00 *	3,192.00 *	2,313.00 *	1,249.00 *	835.00 *	1,474.00 *	1,173.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR											LUCY					
PELICAN INVESTMENTS, LLC	PETITE ELISE, LLC	PHAM, BINH Q	PHAM, CAROLINE	PHAM, CHIEN DINH	PHAM, CHINH VAN	PHAM, DAVID LINH	PHAM, DUNG TIEN	PHAM, HIEU	PHAM, HOANG	PHAM, KHANG	PHAM, KIM ANH OR PHAM, LI	PHAM, LAN VAN	PHAM, LIEN	PHAM, MINH VAN	PHAM, NGHIA	PHAM, PHUONG T
WARRANT W657262	W657262	W657263	W657263	W657263	W657263	W657264	W657264	W657264	W657264	W657264	W657264	W657264	W657264	W657264	age 160	Me57264 O of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT	1,156.00 *	1,558.00 *	1,485.00 *	2,238.00 *	* 00.028	2,324.00 *	3,290.00 *	2,725.00 *	1,785.00 *	1,123.00 *	1,096.00 *	2,250.00 *	1,388.00 *	1,088.00 *	862.00 *	1,476.00 *	1,211.00 *
DESCRIPTION	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	PHAM, NHAC T.	PHAM, PAULINE TRAM	PHAM, KHANH CONG	PHAM, QUYNH GIAO	PHAM, RICHARD	PHAM, SON THAI	PHAM, THANH QUOC	PHAM, TIM	PHAM, TRI	PHAM, TUAN A	PHAM, TUAN A.	PHAM, TRUONG TAI	PHAM, QUYNH-ANH HOANG	PHAM, TRANG	PHAM, VAN LOAN THI	PHAM, VERONIQUE	PHAM, VU
WARRANT	W657264	W657264	W657264	W657265	W657265	W657265	W657265	W657265	W657265	W657265	W657265	W657265	W657265	W657265	W657266 A	nge 161	L92L59M 1 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

PHAM, XUANNHA T PHAM,HAI MINH	VENDOR	DESCRIPTION RENT SUBSIDY RENT SUBSIDY	AMOUNT 840.00 8,479.00
PHAM, HELEN		RENT SUBSIDY	1,035.00
PHAM, QUANG		RENT SUBSIDY	1,835.00
PHAN, OANH		RENT SUBSIDY	3,456.00
PHAN, KATHY		RENT SUBSIDY	2,324.00
PHAN, TAMMY		RENT SUBSIDY	1,342.00
PHAN, THANH T		RENT SUBSIDY	567.00
PHAN, DON		RENT SUBSIDY	1,196.00
PHAN, TOAN CONG		RENT SUBSIDY	00.886
PHARN, ART S		RENT SUBSIDY	1,930.00
PINE TREE PROPERTY, LLC		RENT SUBSIDY	1,281.00
PHI, ANH		RENT SUBSIDY	2,120.00
PJP PROPERTIES, LLC		RENT SUBSIDY	1,308.00
PLANO HOUSING AUTHORITY PLANO HOUSING AUTHORITY		PORTABILITY ADMIN RENT SUBSIDY	58.36
 PLAZA PATRIA COURT LTD		RENT SUBSIDY	927.00
 РLYMOUTH НRA		PORTABILITY ADMIN	67.05

517.00 *

AMOUNT

1,625.00 *

* 00.166

2,663.00 *

4,688.00 *

3,831.00

* 00.898

1,071.00 *

1,156.00 *

1,387.00 *

2,562.00

949.00 *

* 00.697

1,014.00 *

1,203.00 *

1,156.00 *

1,094.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR PLYMOUTH HRA	PORTILLO, OSCAR OR ANISA	POKAL, SAILESH	PNB GREEN EXPANSION MGMT, LLC	POWELL, LEO OR DEBORAH	PRINCE NEW HORIZON VILLAGE	PUGH, RONNIE	QUACH, JAMIE	QUACH, SAN T	QUAN, DERRICK WILLIAM	QUAN, VAN-LAN	QUINN, GARY L	RATANJEE, D M	RAVART PACIFIC LP	RAVENWOOD PROPERTIES, LLC	REO INTERNATIONAL CORPORATION	REYES, RAYMOND
WARRANT W657273	W657273	W657273	W657273	W657274	W657274	W657274	W657274	W657274	W657274 (W657274 (W657274 (W657275	W657275 F			e of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,267.00 *	2,080.00 *	1,228.00 *	1,030.00 *	602.00 *	813.00 *	1,251.00 *	2,451.00 *	8,843.00 *	2,003.00 *	1,190.00 *	1,249.00 *	2,422.00 *	651.00 *	1,305.00 *	1,117.00 *	1,616.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR ROANOKE INC	ROBERTA APTS LP	ROCEL PROPERTIES MGMT INC	RODRIGUEZ, ALBERT/PATRICIA	ROMO, JULIETA	ROSSIGNOL, CHARLENE	RED BLOSSOM INVESTMENTS, LLC	REED, ROGER LEE	SABUNJIAN, MIHRAN	SALSOL PROPERTIES, LLC	SAN MARCO APTS	SARGENT, PAT	SCHLEIFER, JILL ANN	SAN MARINO	SEO, LISA & BRYAN	SERRANO WOODS, LP	SHIH, MOLLY
WARRANT W657276	W657276	W657276	W657276	W657276	W657276	W657276	W657276	W657277	W657277	W657277	W657277	W657277	W657277	W657278	ве 164 164 164	8657278 8657278 4 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 4,805.00 *	* 00.088	1,387.00 *	1,354.00 *	671.00 *	1,039.00 *	1,337.00 *	1,409.00 *	1,092.00 *	2,367.00 *	7,792.00 *	5,700.00 *	1,979.00 *	1,158.00 *	1,044.00 *	3,973.00 *	1,092.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR SHREEVES PROPERTIES, LLC	SCOTT G JOE	SCULLIN, ALFRED L	SIGEL, IRV D	SERNA, ALVINA	SHERBOURNE PLUS, LLC	SINGING TREE	SIU, BAY	SPEARS, JAMES	SPRINGDALE STREET APARTMENTS	SPRINGSIDE, LLC	STANTON GROUP THREE, LLC	STANTON GROUP, LLC	STERLING COURT SENIOR APTS	STEWART PROPERTIES	STIDHAM, ERICA	STRUCTURE PROPERTY MGMT GROUP
WARRANT W657278	W657278	W657278	W657278	W657278	W657278	W657279	W657279	W657279	W657279	W657279	W657279	W657279	W657279	W657279	ge 138 138 138 138 138 138 138 138 138 138	5 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,045.00 *	982.00 *	1,988.00 *	23,720.00 *	2,397.00 *	* 00.968.99	729.00 *	1,169.00 *	8,163.00 *	1,255.00 *	1,901.00 *	86,382.00 *	2,072.00 *	1,856.00 *	* 00.706	1,164.00 *	1,810.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR SILVERSTEIN, IRVIN	SILVER COVE APARTMENTS, LP	SU, UN	SUNGROVE SENIOR APTS	SUNNYGATE, LLC	SUNRISE VILLAGE PROPERTIES, LLC	SUNWISE PROPERTIES LLC	SWEIDA, EMILE J	SYCAMORE COURT APARTMENTS	SYLVAN REALTY INC	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	STUART DRIVE/ROSE GARDEN APTS	TA, VINH	TAHAMI, ALI	TAMERLANE APARTMENTS	TANG, ENLIANG T	TDT WASHINGTON, LLC
WARRANT W657279	W657279	W657281	W657281	W657281	W657281	W657281	W657281	W657281	W657281	W657281	W657281	W657282	W657282	W657282	ge 166	7822588 6 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 2,375.00 *	2,143.00 *	2,596.00 *	2,994.00 *	810.00 *	1,727.00 *	37,926.00 *	1,297.00 *	253.00 *	1,001.00 *	7,113.00 *	2,054.00 *	5,685.00 *	3,892.00 *	1,961.00 *	18,445.00 *	17,125.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR TAMERLANE ASSOCIATES LLC	THACH, HENRY	THAI, PAULA	THE BERNTH FAMILY TRUST	THE CORINTHIAN APARTMENTS	THE FLORENTINE APTS	THE GROVE SENIOR APARTMENTS	THAI, LYNN	TH 12622 MORNINGSIDE, LLC ATTEN: NATALIE JULIEN	THE MEDITERRANEAN APTS	THE ROSE GARDEN APTS	THULSIRAJ, ANA MARIA	THSW PARTNERS, LLC dba DALE APTS	TIC INVESTMENT COMPANY LLC	TLHA PALM LLC	TN INVESTMENTS GROUP, LLC	TN INVESTMENTS PROPERTIES, LLC
WARRANT W657282	W657283	W657283	W657283	W657283	W657283	W657283	W657283	W657283	W657285	W657286	W657288	W657288	W657289	W657290	062729W age 16	0621239 7 of 494

1,289.00 *

AMOUNT

6,322.00 *

1,122.00 *

3,796.00 *

3,053.00 *

* 00.007

2,197.00 *

2,352.00 *

3,496.00 *

4,737.00 *

1,074.00 *

1,269.00 *

4,317.00 *

1,061.00 *

\$30.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
TO, KIMTRUNG THI	TO, VAN THU	TON, TAP THAT	TLHA DOTY, LLC	TOC TOC, LLC	TNL PROPERTY LLC	TON, KHANH	TONNU, JOANNE C	TOPADVANCED, LLC	TRAN, ANDREW	TRAN, ANH TUYET T	TRAN, CATHY	TRAN'S APARTMENTS	TRAN, ANNA THI	TRAN, ANTON	TRAN, FREDERICK M	TRAN, HANG
WARRANT W657290	W657290	W657290	W657290	W657290	W657290	W657291	W657291	W657291	W657291	W657291	W657291	W657291	W657291	W657291	nge 168	8 of 494

1,409.00 *

1,155.00 *

1,069.00 *

AMOUNT

3,207.00 *

5,369.00 *

1,222.00 *

1,032.00 *

754.00 *

1,356.00 *

768.00 *

1,536.00 *

1,133.00 *

* 00.616

1,520.00 *

1,969.00 *

954.00 *

* 00.698

432.00 *

3,034.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

Æ																
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	YN															
HENRY	HIEP OR TRAN, JACLYN	HO VAN	HOA THU	HUNG QUOC	JANE	JIM DUC	JOSEPH QUANG	JOSEPHINE	KEVIN THANH	KIM VAN	LAY THI	гос н	LUAN D.	LUCIA THUY	MAI	MARY
TRAN, HENRY	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN, MARY
WARRANT W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	age 169	9 of 494

* 00.718

1,213.00 *

2,985.00 *

474.00 *

2,140.00 *

3,303.00 *

1,781.00 *

1,457.00 *

845.00 *

736.00 *

1,977.00 *

1,645.00 *

364.00 *

1,141.00 *

1,449.00 *

831.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

PTION AMOUNT DY 817.	.DY 1,213.	.DY 2,985.	.DY 474.	.DY 2,140.	DY 3,303.	.DY 1,781.	.DY 1,457.(DY 845.	DY 736.	DY 1,977.(DY 1,645.(DY 364.0	DY 1,141.0	DY 1,449.(DY 831.(1,034.0
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
TRAN, MY T	TRAN, NGOC THI	TRAN, NHUT NGUYEN	TRAN, HOA	TRAN, JOHNNY	TRAN, NGAN	TRAN, KHOI NGOC	TRAN, MINH	TRAN, SON THANH	TRAN, SONNY	TRAN, TAM ANH	TRAN, TAM MINH	TRAN, RYAN	TRAN, THERESA T	TRAN, THONG	TRAN, THU HUONG THI	TRAN, TIM
WARRANT W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657293	W657294	W657294	W657294	W657294	W657294	W657295	W657295 T	170 age	O of 494

1,034.00 *

3,502.00 *

AMOUNT

1,209.00 *

1,484.00 *

1,426.00 *

* 00.877

2,202.00 *

* 00.916

1,195.00 *

1,462.00 *

2,477.00 *

1,069.00 *

* 00.968

1,243.00 *

1,340.00 *

1,080.00 *

1,609.00 *

1,030.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR N, TINA	N, TRUNG H.	N, TRUYEN & HELEN	N, TU	N, VAN	N, VICTORIA	TRAN, BAU	TRAN, PAUL TUAN DUC	TRAN, THAO DUC	TRAN, THU-HANG	TRAN, TUAN HUY	N, TRI	TRANG, TOM	TRIEU, NANCY	NH, EMMA	NH, HAI	NH, ТНАNН-МАІ
TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRAN,	TRA	TRA	TRA	TRA	TRA	TRAN,	TRA	TRI	TRINH,	TRINH,	TRINH,
WARRANT W657295	W657295	W657295	W657295	W657295	W657295	W657295	W657295	W657295	W657295	W657295	W657295	W657296	W657297	W657297	262259M age 17	L62L59M 1 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

AMOUNT 1,157.00 *	1,399.00 *	1,426.00 *	309.00 *	1,066.00 *	1,310.00 *	1,556.00 *	1,206.00 *	1,338.00 *	3,505.00 *	1,209.00 *	1,267.00 *	71,158.00 *	1,363.00 *	1,571.00 *	3,731.00 *	2,781.00 *
DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR TRIEU, HONG QUANG	TRINH, TUAN	TRINH, TUNG XUAN	TRUONG, DUNG I	TRUONG, HANH NGOC	TRUONG, KHOA BUU	TRUONG, STEVE OR HO, NATALIE	TRUONG, QUYEN MY	TRUONG, TOMMY	TSAI, CAROLINE	TSAO, YUNGLIN & SHU-MEI	TU BI THIEN TAM	TUDOR GROVE	TUSTIN AFFORDABLE HOUSING ATTEN: OFFICE	TUSTIN SOUTHERN APTS - OFFICE	V W PROPERTY	VAZQUEZ, ARTURO ENRIQUEZ
WARRANT W657297	W657298	W657298	W657298	W657298	W657298	W657298	W657300	W657300	W657301	W657301	W657301	W657303	W657304	W657304	%e27304	70E25304 2 of 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
VALLEY VIEW SENIOR APTS	VAN, MINH XUONG	VAN, RONALD	VALDEZ, CONNIE	VAZQUEZ, MIGUEL A	VERSAILLES APTS	VILLA BARCELONA APTS	VINTAGE CANYON SR APTS	VINTAGE FLAGSHIP, LLC	VIRAMONTES, ARTHUR E	VJ SURGICAL, LLC	VLE RENTAL, LLC	VO, JEFF	VO, KHANH MAI	VO, LOAN	VO, LOC ANH	VOLE, TINA NGA
	W657304	W657304	W657304	W657304	W657305	W657305	W657307	W657307	W657307	W657309	W657309	W657309	W657309	W657310	310	Mes ₇₃₁₂ 3 of 494

2,078.00 *

AMOUNT

974.00 *

1,450.00 *

1,406.00 *

11,859.00 *

1,170.00 *

1,352.00 *

1,203.00 *

1,067.00 *

1,763.00

2,060.00 *

727.00

773.00 *

1,148.00 *

4,392.00

2,780.00 *

1,735.00 *

DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR																
VORA, NIPA D	VU, ANN HUONG	VU, ANNIE	VU, ANTHONY HAI	VU, DAT	VU, DAVID	VU, DEAN	VU, HOA	VU, HUAN	VU, LEO M	VU, LINH DUY	VU, MARY ANN	VU, MINH	VU, NAM H	VU, PHAT D	VU, PHUONG MINH	VU, TAN DUY
WARRANT W657312	W657315	W657315	W657315	W657315	W657315	W657315	W657315	W657315	W657315	W657315	W657315	W657315	W657315	W657315	nge 174	494 of 494

1,548.00 *

AMOUNT

1,536.00 *

1,576.00 *

2,640.00 *

3,617.00 *

2,017.00 *

1,172.00 *

1,763.00 *

4,630.00 *

* 00.386

4,212.00 *

4,148.00 *

* 00.936

1,748.00 *

* 00.795,

5,389.00 *

* 00.667

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

DESCRIPTION RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY	RENT SUBSIDY
VENDOR	VU, QUANG DANG	VU, KRYSTINA	VU, TRUNG QUOC	VU, VIVIAN	VU, TUONG MANH	VU, THERESE	VUONG, HELEN DO	WALDEN APTS	WAN, HO PONG	WANG, CHARLES	WANG, SUZY	WEGENER, STELLA	WEISER, IRVING	WEISSER INVESTMENTS	WESLEY VILLAGE APARTMENTS	WESSELN, HENRY B
WARRANT W657315	W657315	W657315	W657316	W657316	W657316	W657316	W657317	W657317	W657317	W657317	W657317	W657317	W657317	W657317	2184239M 218439M	L1EL59M 494

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

WESTPARK APTS WICK, CINDY OR ED WILSHIRE CREST WINDSOR TOWNE LP WINDMILL APARTMENTS WILLOWICK ROYAL WINDWOOD GLEN APTS WINSTON PLACE, LLC WONDERFUL IDEA, LLC

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 12/01/19

WARRANT	VENDOR THOMAS C	DESCRIPTION	
026/20 W	WONG, INDUMAN G.	KENT SUBSIDY	1,465.00 *
W657320	WINNIE INVESTMENT	RENT SUBSIDY	5,913.00 *
W657320	WOODBRIDGE VILLAS APARTMENT HOMES	RENT SUBSIDY	733.00 *
W657320	WOODBRIDGE VILLAS PARTNERS	RENT SUBSIDY	* 00.096
W657322	YAU, LEON SHU	RENT SUBSIDY	2,327.00 *
W657323	YOUNG, HENRY H	RENT SUBSIDY	1,048.00 *
W657323	ZARGARI, ROY	RENT SUBSIDY	* 00.6
W657323	ZHAO, GEORGE	RENT SUBSIDY	1,346.00 *
W657323	ZASLAVSKY, EUGENIA	RENT SUBSIDY	4,224.00 *
FINAL TOTAL			2,805,660.69

DEMANDS #657117 - 657323 AND WIRES W657116 - W657323 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE GARDEN GROVE CITY COUNCIL DECEMBER 1, 2019, FOR PAYMENT THEREOF

PATRICIA SONG - FINANCE DIRECTOR

\$2,416,933.69 Page 177 of 494

	165.71	7	2226.19	٥.	9.	7	295.33	5	1113.59	1580.00	175.77	265.12	412.67	45.52	2243.72	5261.88	1671.18	3152.63	1958.90	244.65	498.44	ο.	2083.49	4426.97	1845.22	2284.42	2062.60	2157.02	2209.24	0.	1548.20	4378.54	938.16 2561 16	1771 91	1725.66	1428.04	1840.47	1578.20	2246.92	1554.65	1707.65	i.	1824.53	1631.13	637	2351.95	4555.96
12/05/19 PAGE 1	JOSELYN D AVALOS		ŋ	DEANNA M CHUMACERO	ш	EDOUARD T PHAN	SAMANTHA B VARGAS	RANDY L TUCKER	O.C.E.A.	GARDEN GROVE POLICE ASSO	PHAT T BUI	STEPHANIE L KLOPFENSTEIN	KIM B NGUYEN	ĸ	SHAWN S PARK		MARITZA PIZARRO	TERESA L POMEROY	VERONICA AVILA	BRITTANI L JOHNSON	MISSY M MENDOZA	ANA E PULIDO	SHAUNA J CARRENO	DANNY HUYNH	IVY LE	LINDA MIDDENDORF	PHUONG VIEN I NGUYEN	TINA T NGUYEN			THANH-NGUYEN VO	YUAN SONG	CHRISTI C MENDOZA		MARISA ATIN RAMOS	SHAWNA A MCDONOUGH	SELAMAWIT NIGATU	ARIANA B BAUTISTA		CHELSEA E LUKAS	ANGELA M MENDEZ	ANH PHAM			ה	ALANA R CHENG	LISA L KIM
WARRANT NUMBER 12,	183798	183800	183802	183804	183806	183808	183810	183812	183814	183816	D357657	D357659	D357661	D357663	D357665	D357667	D357669	D357671	D357673	D357675	D357677	D357679	D357681	D357683	D357685	D357687	D357689	D357691	D357693	D357695	D357697	D357699	D35//01	D357705	D357707	D357709	D357711	D357713	D357715	D357717	D357719	D357721	D357723	D357725	D357727	D357729	D357731
PAYROLL WARRANT REGISTER BY WA	254.90	.3	2005.43	637.25	286.44	326.10	311.53	5002.62	2287.18	10	459.87	323.48	411.16	445.07	1725.98	6855.64	2107.85	1554.34	1941.83	2057.13	1927.80	2473.31	2242.59	1510.00	2266.19	1307.24	2293.59	2445.94	2378.22	1459.40	1572.17	201	2/53.13	3021 40	2627.82	1154.69	3035.76	1602.70	870.58	4022.67	1735.25	1806.31	1922.11	505	640.	80 r 4. r	2685.54
PAYROLL WARI	DIANA GOMEZ	JUDITH A MOORE	MICHAEL F ROCHA	EDWIN O THURMAN JR	AARON D DINH	ARNULFO GUZMAN JR	JACOB THAOSATIEN	WILLIAM ALLISON	O.C.E.A. GENERAL	COMMUNITY HEALTH CHARITI	GEORGE S BRIETIGAM III	STEVEN R JONES	DIEDRE THU HA NGUYEN	JOHN R O'NEILL	PAMELA M HADDAD	SCOTT C STILES	MEENA YOO	AMANDA M POLLOCK	LIZABETH C VASQUEZ	JEFFREY P DAVIS	NOELLE N KIM	MARIE L MORAN	KRISTY H THAI	л р но	VILMA C KLOESS	TAMMY LE	MARIA A NAVARRO	QUANG NGUYEN	THYANA T PHI	TANYA L TO	ELAINE TRUONG	SYLVIA GARCIA	KAKEN M HAKKIS	ANN C ETFERT	MARY ANN M ALCANCIA	ROBERT W MAY	HEIDY Y MUNOZ	LIGIA ANDREI	KAREN J BROWN	JEFF N KURAMOTO	EDWARD E MARVIN JR	JENNIFER L PETERSON	EVA RAMIREZ	JAIME F CHAVEZ	NEAL M MANALANSAN	SANDRA E SEGAWA	PAUL GUERRERO
	183797	183799	183801	183803	183805	183807	183809	183811	183813	183815	D357656	D357658	D357660	D357662	D357664	D357666	D357668	D357670	D357672	D357674	D357676	D357678	D357680	D357682	D357684	D357686	D357688	D357690	D357692	D357694	D357696	D357698	D357700	D357704	D357706	D357708	D357710	D357712	D357714	D357716	D357718	D357720	D357722	D357724	D357726	D357728	D357730

227954.07

11

PAGE TOTAL

	ω.	579.90	0	.2	0.		٥.	0.	9.	2412.65	1927.53	1776.70	2246.71	2268.39	7				2328.43	1168.73	779.88		1122.90	1222.79	1735.14	1624.46	1798.06	681.20	3191.09		œ.			2221.42		17.9961	ZII4.3/		, α	٠,	3300.16	Z,	٥	6.4	4.	05.2	7.	92.1
12/05/19 PAGE 3	EMILY H TRIMBLE	EDWARD D AMBRIZ GARCIA	RAYMOND A BUCHLER	כי		DOROTHY L DUATA	ALBERT R EURS II	MAURICIO S GARCIA	HERMILO HERNANDEZ	BRENT KAYLOR	RAUL LEYVA	DIEGO A MEJIA	STEVEN T ORTIZ	RICHARD L PINKSTON	ALEXIS P TARIN	SUSAN VITALI	IOAN ANDREI	DONEISHA L BELL	JAMES CUNNINGHAM	CECELIA A FERNANDEZ	DIANA GOMEZ	MICHAEL R GREENE	ERIC W JOHNSON	KHUONG NGUYEN	RAFAEL ROBLES	RODERICK THURMAN	RICHARD L WILLIAMS	DOMINIC CAMERA	RICK L DUVALL				ĸ			CESSE GOZMAN	BKELL A MELSLAMIN	ANDREW O MORELAND	MELVIN F REED	TIMOTHY WALLINGFORD	ALBERT O HOLMON III	FRANK X DE LA ROSA	MICHAEL V GUERRERO	FRANK D HOWENSTEIN	BRANDON S NUNES	\mathbf{H}	Ø	JOSELYN D AVALOS
WARRANT NUMBER 12	D357829	D357831	D357833	D357835	D357837	D357839	D357841	D357843	D357845	D357847	D357849	D357851	D357853	D357855	D357857	D357859	D357861	D357863	D357865	D357867	D357869	D357871	D357873	D357875	D357877	D357879	D357881	D357883	D357885	D357887	D357889	D357891	D357893	D357895	D357897	U35/899	D35/901	1357703 1357905	U35/305	D357907	D35/909	D357911	D357913	D357915	D357917	D357919	579	D357923
BY	6056.59	2692.83	1962.83	٠.	۲.	705.36	1803.21	2	1375.63	592.56	2634.53	3078.55	ω,	Η.	755.50	2554.44	630.81	1548.02	2035.64	1159.31	992.43	1350.38	1137.52	871.29	1181.94	985.24	1729.98	1874.18	2434.38	2181.28	1173.60	1377.67	1979.85	433.23	5300.04	1979.14	ZTUB.36	1993.33	18/3.81	1239.86	19/5.53	2275.44	2264.39	0.	7.8	10	13.	187.36
PAYROLL WARRANT REGISTER	WILLIAM E MURRAY JR	ALFRED J AGUIRRE	RODOLPHO M BECERRA	EDGAR A CANO	GABRIELA R CONTRERAS	DANIEL A DEL ROSARIO	ERIC M ESPINOZA	ROBERT J FRANCO	CASEY G GIROUARD	DARNELL D JERRY	MARK W LADNEY	ANTONIO R MARTIN	RIGOBERTO MENDEZ	PHILLIP Q PHAM	JOSE J ROMAN	STEVE J TAUANU'U	STEPHANIE A WASINGER	SYLVESTER A BABINSKI IV	JEFFREY G CANTRELL	JULIA ESPINOZA	CONRAD A FERNANDEZ	JORGE GONZALEZ	GLORIA A HARO	LEONEL A LAMAS	DELFRADO C REYES	ADRIANNA M RODRIGUEZ	EVARISTO VERA							Ø		WILLLAM O WHITE	MAKK M KHALLL	DOUGLAS A MOOKE	AUSTIN H POWELL	STEPHEN D SUDDUI'H	SOUMELIA K GOUNTOUMA	VICTOR T BLAS	JOSE GOMEZ	BRENT W HAYES	ALLEN G KIRZHNER	STEPHEN PORRAS	JOHN ZAVALA	STEPHANIE AMBRIZ
	D357828	D357830	D357832	D357834	D357836	D357838	D357840	D357842	D357844	D357846	D357848	D357850	D357852	D357854	D357856	D357858	D357860	D357862	D357864	D357866	D357868	D357870	D357872	D357874	D357876	D357878	D357880	D357882	D357884	D357886	D357888	D357890	D357892	D357894	D357896	D357898	D35/900	D35/902	D35/904	D357906	D357908	D357910	D357912	D357914	D357916	D357918	D357920	D357922

**** PAGE TOTAL

	2407.09	1919.41	1786.53	1621.77	0	503.32	æ	143.22	7	11.01	279.86	7	9	221.11	9.5	2882.45	?	74.30	490.14	4.	2	Ι.	.3			2130.45		•		4.		1894.51		1891.92	1966.29	4708.08	9	4.		۲.	2779.07	2337.00	2729.58	2247.81	885.74	070.	2044.41
12/05/19 PAGE 4	JOSUE BARREIRO MENDOZA		VICTORIA M CASILLAS	AMANDA D CROSS	KENNETH E CUMMINGS	GABRIELA DIAZ	MARK C FREEMAN	VANESSA L GARCIA	LAUREN E HULL	MARISSA D LOPEZ	JOHANA L MALDONADO	JESUS MEDINA	JOHN A MONTANCHEZ	GINA D NECCO	NOEL N NICHOLAS	GABRIELA O'CADIZ-HERNAND	STEPHANIE ORTIZ	GABRIELA PEDRAZA		SHADY S PUAILOA	MARINA Y ROMERO	TANYA ROSAS	RICARDO SALDIVAR	EMERON J SCHLUMPBERGER	KENNETH P TRAVIS III	JEFFREY VAN SICKLE	JOSHUA VENCES	JACOB D VIRAMONTES	DAVID M WILMES	GRANT A NOBLE	CAROLE A KANEGAE	KRISTEN A BACKOURIS	RAY E BEX	UESEINTA CAMPOS	ALLENA ELSOUSOO	TOHN E REYNOLDS		GIOVANNI ACOSTA	TIMOTHY R ASHBAUGH	COLLIN E BAKER	BEAU A BERENGER	SUMMER A BOGUE	GARY L COULTER	ISAAC DAVILA	STEPHEN C ESTLOW		ROBERT D FRESENIUS
WARRANT NUMBER 12	D357925	D357927	D357929	D357931	D357933	D357935	D357937	D357939	D357941	D357943	D357945	D357947	D357949	D357951	D357953	D357955	D357957	D357959	D357961	D357963	D357965	D357967	D357969	D357971	D357973	D357975	D357977	D357979	D357981	D357983	D357985	D357987	D357989	135/35L	U35/393	7357997	D357999	D358001	D358003	D358005	D358007	D358009	D358011	D358013	D358015	35801	D358019
PAYROLL WARRANT REGISTER BY	172.96	126.69	1711.16	340.97	4.	392.85	210.32		1872.59		2431.49	1941.48	2029.29	1172.87	415.41	2450.75	α .	489.34	3203.13	291.95	2442.78		242.25		22.03		152.27	1254.60		3817.44		3868.50	1813.73	1553.94	4/86.UI	1810.28	1542.17	6237.80	9894.09	4285.54		2369.93	1969.46	1296.53	2149.12	2656.80	2309.34
PAYROLL	REBECCA J BAILOR	DYLAN J BOGGAN	RENE CAMARENA	RACHAEL M CHOATE	GISELL L CRUZ	MARLY DELGADO CHAVEZ	GRISELL V EVERASTICO	JARED D GARCIA	JACOB R GRANT	KALYSTA N LOPEZ	ELAINE M MA'AE	LORENA OCHOA MCINTYRE	JUAN MEDINA	KIRSTEN K NAKAISHI	JACOB J NEELY	JENNIFER GODDARD NYE	NANCY A OCAMPO	CHRISTIAN PANGAN	JANET E PELAYO	ALEXA PRADO	SUGEIRY REYNOSO	MARIA D ROSALES	DIANA SALDIVAR	DANA MARIE SAUCEDO	ALEJANDRA M SERNA	CLAUDIA VALDIVIA	DAISY O VENCES	PAUL E VICTORIA	TIFFANY D VU			VINCENTE J VAICARO	SHARON S BAEK	GENA M BOWEN	AMIK A EL-FAKKA DATOTOV D OTIDOA	KETRA LONG	ASHLEY C ROJAS	MICHAEL J VISCOMI	PEDRO R ARELLANO		RENE BARRAZA	RYAN S BERLETH	RENZO CHUMBE	CHARLIE DANIELEY III	BROC D DUDLEY	JESUS FAJARDO	KARI A FLOOD
	D357924	D357926	D357928	D357930	D357932	D357934	D357936	D357938	D357940	D357942	D357944	D357946	D357948	D357950	D357952	D357954	D357956	D357958	D357960	D357962	D357964	D357966	D357968	D357970	D357972	D357974	D357976	D357978	D357980	D357982	D357984	D357986	D357988	D35/990	D35/992	1357996	D357998	D358000	D358002	D358004	D358006	D358008	D358010	D358012	D358014	D358016	D358018

**** PAGE TOTAL

	3038.96		1926.76	2100.97	4030.72	9	3632.50	3092.80	2333.32	2574.64	9391.34	3803.25	11967.56	2212.92	ω.	2860.65	٥.	4.	٦.	4.	2978.87	9507.49	4.	'n.	ė.	Н.	7	2	σ.	œ	4.	9	<u>ء</u> ر	35/0.68	1 (1)	6	m	4.	2420.63	2587.31	3220.96	541.3	2446.54	3105.19	08	3199.38	2368.88
12/05/19 PAGE 5	JOSEPH P GROSS JR	TROY HALLER	KIRK P HURLEY	VICTORIA A JORDAN	TIMOTHY P KOVACS		JEREMY N MORSE	AARON S NELSON	PHILLIP H PHAM	SINDY RAMIREZ OROZCO	THOMAS S REED	AARON T SHIPLEY	EDGAR VALENCIA	SARAH A WRIGHT	MARCOS R ALAMILLO	BOBBY B ANDERSON	JOSHUA K BEHZAD		JOHN CASACCIA II	JEROME L CHEATHAM	BRIAN M CLASBY JR	JUAN L DELGADO JR	OTTO J ESCALANTE	MICHELLE N ESTRADA-MONSA	BRIAN C GIRGENTI	EFRAIN A JIMENEZ JR	ROBERT J KIVLER	PETER M KUNKEL	ERICK LEYVA	JESSE A LUCATERO	TAYLOR A MACY	NATHAN D MORTON	ج ^ب	COSHUA I OLIVO		ROBERT M STEPHENSON III	ASHBY	THOMAS A CAPPS	AUSTIN C LAVERTY	JASON M MURO	ROCKY F RUBALCABA	CHRISTOPHER M EARLE	KRISTOFER D KELLEY	CHARLES H LOFFLER	LUIS F RAMIREZ		MICHAEL E GERDIN
WARRANT NUMBER 12	D358021	D358023	D358025	D358027	D358029	D358031		D358035	D358037	D358039	D358041	D358043	D358045	D358047	D358049	D358051	D358053	D358055	D358057	D358059	D358061	D358063	D358065	D358067	D358069	D358071	D358073	D358075	D358077	D358079	D358081	D358083	D358085	D35808/	D358091	D358093	D358095	D358097	D358099	D358101	D358103	D358105	D358107	D358109	D358111	5811	D358115
PAYROLL WARRANT REGISTER BY WARRAN	7	₽.	9	2636.35	2231.11	22459.37	2607.63	2481.12	4752.86	2571.13	4495.20	2327.04	2309.25	3868.41	2360.95	2884.21		2918.22	4139.43	3528.69	3984.87	2305.84	2866.86	2929.59	2306.06	2435.31	2108.71	2869.91	533.71	5616.63	8274.01	2776.17	10495.91	2914.00	225	748	271	013	5969.40	670	850	3984	15994.03	929	2403.18	_	3093.31
PAYROLL WARR	JASON S FULTON	TRAVIS J HADDEN	JASON A HOWARD	NICKOLAS K JENSEN	EDWARD K KIM	MARK A LORD	BRYAN J MEERS	MITCHEL S MOSSER	JASON S PERKINS	COREY T POLOPEK	JOHN E RANEY	DANIELLE E RIEDL	SHAYLEN L SIMONS	ROYCE C WIMMER	COLE A YNIGUEZ	RICHARD A ALVAREZ-BROWN	JOHN F BANKSON	EVAN S BERESFORD	JEFFREY A BROWN	JUAN C CENTENO	HAN J CHO	JULIO C CORTEZ	KEVIN DINH	JOSHUA N ESCOBEDO	GEORGE R FIGUEREDO	SEAN M GLEASON	CODY M JOHNSON	ARION J KNIGHT	RAPHAEL M LEE	RAFAEL LOERA JR	ROBERTO MACHUCA	GIANLUCA F MANIACI		CEFFREI C NGOYEN		SEAN M SALAZAR		RYAN V BUSTILLOS	MICHAEL K ELHAMI	DANNY J MIHALIK	RON A REYES	LINO G SANTANA	BENJAMIN M ELIZONDO	NICHOLAS A LAZENBY	BRADLEY A LOWEN	RYAN R RICHMOND	AARON J COOPMAN
	D358020	D358022	D358024	D358026	D358028	D358030	D358032	D358034	D358036	D358038	D358040	D358042	D358044	D358046	D358048	D358050	D358052	D358054	D358056	D358058	D358060	D358062	D358064	D358066	D358068	D358070	D358072	D358074	D358076	D358078	D358080	D358082	D358084	D358086	D358090	D358092	D358094	D358096	D358098	D358100	D358102	D358104	D358106	D358108	D358110	D358112	D358114

**** PAGE TOTAL

9

1			1		
D358116	DONALD J HUTCHINS	\sim	ഗ	JASON L JOHNSON	Ω.
D358118	RYAN M LUX	082	D358119		g)
D358120		82	D358121	LISA A BELTHIUS	_
D358122		9	D358123	CHRISTOPHER C DOVEAS	
D358124	ß	1191.44	D358125		⊣.
D358126		00	D358127		09.7
D358128		87	D358129	C DE PADUA	4.
D358130		95.	D358131	SERGIO J JIMENEZ TAVAREZ	0.
D358132	KENTON TRAN		D358133	CALEB I VAUGHN	328.71
D358134	TYLER D VU	371.48	D358135	FRANCISCO AVALOS JR	1770.64
D358136	KAREN D BRAME	1065.01	D358137	KENNETH L CHISM	1758.68
D358138	DARRYL B CORTEZ JR.	1730.12	D358139	PAUL E DANIELSON	729.12
D358140	TAYLOR M DUARTE	1728.24	D358141	ANDREW N EARP	3287.36
D358142	KORY C FERRIN	3584.48	D358143	JAMES D FISCHER	972.44
D358144	VICTORIA M FOSTER	1790.30	D358145	KYLE N HALEY	1728.24
D358146	THI A HUYNH	3054.24	D358147	CHAD B KIM	1845.91
D358148	KENNETH E MERRILL	470.97	D358149	MICHAEL A MOSER	2
D358150	EMMANUEL PEREZ		D358151	DOUGLAS A PLUARD	4
D358152	JOSEPH A T PURSLEY		D358153	LUIS A OUIROZ	7
D358154		1728.24	D358155	CHARLES W STARNES	2
D358156	SAMUEL K TOMA	1730.12	D358157	DON O TRAN	2
D358158	THONG-VAN NGITYEN VII	6214.20	D358159	RICHARD O BIRTILO	שו
1358160	FT.OR DE 1,TS RT.TZONDO	1265 28	1358161	DATETION OF STREET	. 0
טבטבטבע ה	ATOM C TETOVO	001.000	בטבטבע	- ri) <
7010101	TOWNSHIP WATER	00.000	DOSOLOS	ţ c	, 0
D358164	CONAITHAN B WALNWALGHI	4047.33	D358165	י כ	ρç
D358166	MAKIA A ALCAKAZ	1850.41	D358167		1851.38
D358168	BKITTANEE N BRANINER	1606.87	D358169		1988.69
D358170	TAMMY L CHAURAN-HAIRGROV	2140.34	D358171	님	1617.28
D358172	VERONICA FRUTOS	1089.72	D358173	Ч	. 7
D358174	PINKY C HINGCO	2121.59	D358175	DANNY G JUAREZ	1830.49
D358176	SHELBY KEUILIAN	1676.08	D358177	ALLYSON T LE	1681.72
D358178	ANGELA LEDESMA	2120.44	D358179	LINDALINH THU LY	1770.49
D358180	MARIA C MCFARLANE	2617.00	D358181	DAWN M MONTOYA	1410.80
D358182	TRINA T NGUYEN	2217.06	D358183	DEBRA J NICHOLS	2396.32
D358184	JENNIFER V ROMBOUGH	2434.60	D358185	KIMBRA S VELLANOWETH	2369.09
D358186	CHRYSTAL L WEYKER	1944.20	D358187	DUO XU	725.75
D358188	SHANNON M YELENSKY	1716.99	D358189	JENNIFER A DIX	2280.97
D358190	KATHERINE M FRANCISCO	1603.49	D358191	AMANDA B GARNER	2178.60
D358192	ARCHIE GUZMAN	ο.	5819	LAUREN M LADD	2004.40
D358194	ROBERT D LUX	3271.33	D358195	MELISSA MENDOZA-CAMPOS	2046.73
D358196	BRANDY J PARK	4.	D358197	CRISTINA V PAYAN	2792.48
D358198	JENNIFER M RODRIGUEZ	2865.47	D358199	TANYA L SAMOFF	4546.76
D358200	SUSAN A I SEYMOUR	۳.	D358201	А	5944.11
D358202	DANNY J SOSEBEE	59.56	D358203	MARSHA D SPELLMAN	2248.75
D358204	SPENCER T TRAN	3427.71	D358205	SANTA WARDLE	1966.18
D358206	CHERYL L WHITNEY	1675.28	D358207	CLAUDIA ALARCON	.5
D358208	DANIEL A CAMARA	2436.02	D358209	BRIAN D DALTON	6
D358210	NICHOLAS A DE ALMEIDA LO	i.	S		0.

211401.48

**** PAGE TOTAL

7

2318.41	6	5	ω.	٠.	3050.38	ī.	F. 1	2915.43	2619.97	0	2474.58	1239.29	2575.89	495.74	3338.91	2068.46	1835.96	10123.31	739.91	1425.66	2133.53	1861.15	۲.	9.	v.	2060.11	15792.23	5.9	1989.18	100355.36	
PETE GARCIA	STEVEN H HEINE	WILLIAM T HOLLOWAY	GERALD F JORDAN	JOSEPH L KOLANO	DEREK M LINK	STEVEN W LUKAS	MARIO MARTINEZ JR	LUIS A PAYAN	CHRISTIN E ROGERS	BRIAN T STROUD	DENNIS WARDLE	RONALD A DOSCHER	JANNA K BRADLEY	BRANDI M HART	LIANE Y KWAN	ZENIA M LOPEZ	STEPHANIE E RICHARDS	LAURA J STOVER	KATRENA J SCHULZE	ANTHONY VALENZUELA	STEVEN F ANDREWS	VERNA L ESPINOZA	ERNIE E HINGCO	RACHOT MORAGRAAN	ANAND V RAO	ROD T VICTORIA	POLICE ASSN	SOUTHLAND CU	GREAT WEST LIFE OBRA#340	EMPLOYMENT DEVELOPMENT D	
D358213	D358215	D358217	D358219	D358221	D358223	D358225	D358227	D358229	D358231	D358233	D358235	D358237	D358239	D358241	D358243	D358245	D358247	D358249	D358251	D358253	D358255	D358257	D358259	D358261	D358263	D358265	D358267	D358269	W2651	W2653	
3337.64	Ϊ.		3346.86	2284.83	2608.88	6407.19	3015.93	3837.86	2461.42	10399.13	3258.06	3875.98	2191.63	11999.11	52.68	3536.06	2186.58	1786.56	1695.12	1702.37	1953.56	2325.90	2552.79	3110.46	3141.14	2337.82	3467.41	48038.00	93915.89	321068.90	
JAMES D FRANKS	ROBERT J GIFFORD	JOSE D HERRERA	MICHAEL J JENSEN	PATRICK R JULIENNE	LEA K KOVACS	DAVID LOPEZ	MATTHEW P MARCHAND	ADAM C NIKOLIC	TERRA M RAMIREZ	CHRISTOPHER M SHELGREN	PAUL M TESSIER	ADAM D ZMIJA	ERIC A QUINTERO	MARY C CERDA	SUSAN A HOLSTEIN	JANY H LEE	SHERRILL A MEAD	CAITLYN M STEPHENSON	ANNA L GOLD	MATTHEW I SWANSON	CANDY G WILDER	TERENCE S CHANG	CESAR GALLO	GEOFFREY A KLOESS	NOEL J PROFFITT	JOSEPH M SCHWARTZ	TERREL KEITH WINSTON	SO CAL CU	GREAT WEST LIFE 457 #340	INTERNAL REVENUE SERVICE	PAGE TOTAL = 742305.59
D358212	D358214	D358216	D358218	D358220	D358222	D358224	D358226	D358228	D358230	D358232	D358234	D358236	D358238	D358240	D358242	D358244	D358246	D358248	D358250	D358252	D358254	D358256	D358258	D358260	D358262	D358264	D358266	D358268	W2650	W2652	**** PAG

24,093.39 563,192.35 517,329.33 	
24,093.39 1,563,192.35 517,329.33 2,104,615.07	
Min	
:23	
20 614 4 638	
TOTAL CHECK PAYMENTS TOTAL DIRECT DEPOSITS TOTAL WIRE PAYMENTS GRAND TOTAL PAYMENTS	

Checks #183797 thru #183816, and Direct Deposits #D357656 thru #D358269, and wire #W2650 thru #W2653 presented in the Payroll Register submitted to the Garden Grove City Council 10 DEC 2019, have been audited for accuracy and funds are available for payment thereof.

PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Lisa L. Kim

Dept.: City Manager Dept.: Community and Economic Development

Subject: Adoption of a Resolution adopting the Date: 12/10/2019

Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and adoption of a Resolution approving a Billboard Removal and Relocation Agreement. (*Action Item*)

OBJECTIVE

To transmit a Planning Commission recommendation to City Council for adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and approval of a Billboard Removal and Relocation Agreement for the relocation of two billboard structures to be converted into one double-sided electronic digital billboard along the Garden Grove (22) Freeway Corridor.

BACKGROUND

On November 7, 2019, the Planning Commission approved Site Plan No. SP-076-2019 for the relocation/ removal of two (2) billboard structures and convert them into one (1) 50-foot tall, two-sided electronic billboard located along the Garden Grove (22) Freeway Corridor, at 12862 Garden Grove Boulevard. The Planning Commission also recommended that the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. During public review of the Initial Study/Mitigated Negative Declaration (IS/MND), the City received a letter from the State of California, Department of Transportation, District Office 12. In summary, the letter provided comments regarding potential motorist distractions with the installation of the proposed electronic billboard, attached is the Final IS/MND with a copy of the letter and response.

The design of the sign includes a metal clad single-support with two (2), 14 foot by 48 foot (672 square foot) electronic digital reader board sign faces that will be oriented toward the Freeway, facing both east and west bound traffic. The 50-foot sign height was determined to be the appropriate height via a flag test in order to maintain adequate visibility to freeway traffic.

City Code requires that for every billboard face proposed to be relocated/converted to an electronic billboard face along the Garden Grove (22) Freeway Corridor, two (2) vinyl billboard faces shall be removed. The Applicant has proposed to remove two (2) structures with four (4) billboard faces within the City in order to install the double-sided billboard along the freeway right-of-way. Staff believes that the two (2) structures that were chosen would have the most impact in improving the visual aesthetics in the areas in which they are located. The two (2) billboard structures to be relocated/removed are noted in the attached Planning Staff Report.

DISCUSSION

Billboard Removal and Relocation Agreement

The proposed Billboard Relocation Agreement (Agreement) provides for the permanent removal of two existing billboard structures with a total of four sign faces owned by Outfront Media within the City to consider the proposed new electronic billboard face erected along the Garden Grove (22) Freeway Corridor. The Agreement requires the owner to comply with any and all required mitigation measures, conditions of approval, applicable provisions of City Code; indemnify, defend and hold harmless the City, as well as provides for the payment of applicable fees and costs.

The Agreement provides for 30-year term comprised of an initial term of fifteen (15) years with an option for an additional fifteen (15) year term.

The following is the summary of the Mitigation Fee(s) to be paid by Outfront Media, LLC, to assist in mitigating the aesthetic, cultural, economic, and other impacts of the proposed project on the City. The Mitigation Fee(s) will not exceed a total amount of \$2,718,769.82 and paid annually over a period of 30-years.

Key Terms	Proposed Mitigation Fee(s)	Description

One-time Processing and Mitigation Fee	\$10,000	Processing fee to be paid within 15 days after agreement approval.
One-time Mitigation Fee	\$125,000	To be paid upon 90-days following development approvals.
Initial Term (Years 1-15)	\$1,155,841	Mitigation fee paid annually. Increase 2.25% applied annually beginning Year 3.
Extension Term (Years 16-30)	\$1,562,929	Mitigation fee paid annually. Increase 2.25% applied annually on Year 16 through Year 30.
9 th Flip	N/A	Provide access to a 9 th flip for community messaging purposes.

Mitigated Negative Declaration

In conjunction with the proposed project, the City has prepared and finalized an IS/MND and Mitigation Monitoring and Reporting Program in accordance with the California Environmental Quality Act (CEQA) analyzing the potential impacts of the proposed electronic billboard. The IS/MND concludes that the proposed project will have no impact, or a less than significant impact, on all relevant environmental factors provided specified mitigation measures are in compliance. These mitigation measures are incorporated as Conditions of Approval to the proposed Site Plan.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- · Conduct a public hearing;
- · Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program;
- · Adopt the Resolution approving the Billboard Removal and Relocation Agreement with Outfront Media, LLC; and
- Authorizing the City Manager to execute the Agreement on behalf of the City Council.

By: Paul Guerrero, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Туре	File Name
CC Resolution - MND and MMP	12/5/2019	Resolution	12-10-19_CC_Mitigated_Negative_Declaration_and_Mitigation_Monitoring_and_Reporting_Program.pdf
CC Resolution - billboard agreement w Outfront Media	12/5/2019	Resolution	12-10-19_CC_Billboard_Relocation_and_Removal_Agreement_with_Outfront_Media.pdf
Billboard Removal and Relocation Agreement	12/5/2019	Agreement	$Bill board_Removal_and_Relocation_Agreement_with_Outfront_Media_Attachment_Revised_12.04.2019_for_staff_report.pdf$
Final Initial Study Mitigated Negative Declaration	11/30/2019	Backup Material	13617_20191121_Outfront_Media_Garden_Grove_Final_ISMND.pdf
Planning Commission Staff Report SR-076- 2019	11/30/2019	Backup Material	Planning_Commission_Staff_Report_SR-076-2019_Garden_Grove_Billboard.pdf

Planning CommissionResolution No. 5967- $11/30/2019 \ Resolution \ Planning_Commission_Resolution_No._5967-19_with_Exhibit_A_-_Conditions_of_Approval.pdf$ 19 with Exhibit A -Conditions of Approval Planning Commission SP-076-2019 Minute 11/30/2019 Minutes Planning_Commission_SP-076-2019_Minute_Excerpt_of_November_7__2019.pdf Excerpt of November 7, 2019

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION
MONITORING AND REPORTING PROGRAM FOR CONVERSION OF RELOCATED
BILLBOARDS WITHIN SR-22 FREEWAY CORRIDOR TO AN ELECTRONIC BILLBOARD
AT 12862 GARDEN GROVE BOULEVARD, GARDEN GROVE

WHEREAS, the City of Garden Grove received an application (1) Site Plan No. SP-076-2019 for a billboard relocation in accordance with Garden Grove Municipal Code Section 9.20.110 to land located at the southwest corner of Garden Grove Boulevard and Haster Street, along the north side of the Garden Grove (22) Freeway, at 12862 Garden Grove Boulevard; and (2) approval of a Removal and Relocation Agreement pursuant to Business Professions Code Section 5412 pertaining to the removal of two (2) existing billboard structures within the City and the erection and maintenance of a relocated electronic billboard pursuant to Site Plan No. SP-076-2019 (collectively referred to herein as the "Project");

WHEREAS, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Section 15000 et seq., an initial study was prepared and it has been determined that the proposed Project qualifies for a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program because the proposed Project with the proposed mitigation measures cannot, or will not, have a significant effect on the environment;

WHEREAS, the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines;

WHEREAS, the Planning Commission of the City of Garden Grove held a duly noticed public hearing on November 7, 2019, and considered all oral and written testimony presented regarding the initial study, the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and the Project;

WHEREAS, the Planning Commission of the City of Garden Grove recommended approval of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and the Project during its meeting on November 7, 2019;

WHEREAS, a duly noticed public hearing was held by the City Council on December 10, 2019, and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council gave due and careful consideration to the matter during its meeting of December 10, 2019.

Garden Grove City Council Resolution No. Page 2

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY RESOLVES, FINDS, AND DETERMINES as follows:

- 1. The City Council of the City of Garden Grove has considered the proposed Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, together with comments received during the public review process.
- 2. The City Council of the City of Garden Grove 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 will have a significant effect on the environment.
- 3. The City Council further finds that the adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program reflects the City Council's independent judgment and analysis.
- 4. Therefore, the City Council of the City of Garden Grove, in regular session assembled on December 10, 2019, does hereby adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.
- 5. The record of proceedings on which the City Council of the City of Garden Grove'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.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A BILLBOARD REMOVAL AND RELOCATION AGREEMENT WITH OUTFRONT MEDIA, LLC

WHEREAS, Outfront Media, LLC, has proposed a Billboard Removal and Relocation Agreement pursuant to California Business and Professions Code Section 5412 pertaining to the removal of two (2) existing billboard structures within the City (the "Existing Signs") and the erection and maintenance of a relocated electronic billboard pursuant to Site Plan No. SP-076-2019 to land located at the southwest corner of Garden Grove Boulevard and Haster Street, along the north side of the Garden Grove (22) Freeway, at 12862 Garden Grove Boulevard, Assessor's Parcel No. 101-020-55 and 101-020-56; (collectively referred to herein as the "Project");

WHEREAS, following a duly noticed Public Hearing, on November 7, 2019, the Planning Commission of the City of Garden Grove (i) recommended the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project, and (ii) approved Site Plan No. SP-076-2019, subject to City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program;

WHEREAS, the City Council held a duly noticed Public Hearing on December 10, 2019, and duly considered the Project, the initial study, the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and the proposed Billboard Removal and Relocation Agreement;

WHEREAS, following the Public Hearing held on December 10, 2019, the Garden Grove City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project;

WHEREAS, a copy of the proposed Billboard Removal and Relocation Agreement has been provided for public review in accordance with applicable law;

WHEREAS, subject to its terms, the Billboard Removal and Relocation Agreement provides that the Existing Signs will be permanently removed;

WHEREAS, subject to its terms, the Billboard Removal and Relocation Agreement directly benefits the City though mitigation fees and other public benefits to assist the City in providing vital services to its residents, in addition to elimination of the Existing Signs; and

WHEREAS, California Business and Professions Code Section 5412 authorizes the City of Garden Grove and Outfront Media, LLC, to enter into the proposed Billboard Removal and Relocation Agreement.

Garden Grove City Council Resolution No. Page 2

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY RESOLVES, FINDS, AND DETERMINES as follows:

- 1. The City hereby finds and determines that the above recitals are true and correct and are incorporated herein by this reference.
- 2. The Billboard Removal and Relocation Agreement between the City of Garden Grove and Outdoor Media, LLC, (hereafter referred to herein as the "Agreement") in substantially the form attached as Exhibit "A" to this Resolution is hereby approved.
- 3. The City Manager is hereby authorized to execute the Agreement on behalf of the City of Garden Grove and to make minor modifications thereto as necessary.
- 4. The City Manager is hereby authorized to implement the Agreement on behalf of the City once it is fully executed, including, without limitation, granting extensions of the twelve (12) month period pursuant to Section 1 of the Agreement.
- 5. This Resolution shall take effect immediately.

EXHIBIT "A"

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

THIS BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("Agreement") is
entered into as of this day of, 2019 (the "Effective Date"), by and among
the CITY OF GARDEN GROVE, a municipal corporation ("City") and OUTFRONT MEDIA
LLC, a Delaware limited liability company ("Company"). City and Company are sometimes
referred to in this Agreement separately as "Party" or collectively as "Parties."

RECITALS

- A. This Agreement is entered into pursuant to Section 5412 of the California Outdoor Advertising Act, Business and Professions Code Sections 5200 *et seq.*, (the "Act") and Section 9.20.110 of the Garden Grove Municipal Code (hereafter, "GGMC Section 9.20.110).
- B. Company currently owns and operates certain legal non-conforming billboards on sites within City's jurisdictional boundaries (the "Existing Billboard Sites"), consisting of four (4) billboard sign faces and associated structures, which Company has agreed to permanently remove pursuant to, and subject to the conditions of, this Agreement (the "Existing Billboards"). The Existing Billboards and Existing Billboard Sites are more specifically described and depicted on Exhibit "A-1," which is attached hereto and incorporated herein by reference.
- C. In accordance with GGMC Section 9.20.110, Company seeks to install one (1) new relocated billboard advertising structure having a total of two (2) automatically changeable digital displays oriented towards the State Route 22 Freeway (the "East-Facing Digital Billboard" and the "West-Facing Digital Billboard," respectively, and together, the "Digital Billboards") on property located at approximately 12862 Garden Grove Boulevard, with APN No. 101-020-56, in the City of Garden Grove, County of Orange, California (the "Relocation Site"). The Digital Billboards and the Relocation Site are more specifically described and depicted on Exhibit "A-2," which is attached hereto and incorporated herein. The owner of the fee interest for the Relocation Site is different than Company and is referred to herein as "Owner."
- D. Removal of the Existing Billboards from the Existing Billboard Sites and construction and installation of the Digital Billboards at the Relocation Site are collectively referred to in this Agreement as the "Project."
- E. On November 7, 2019, City's Planning Commission conducted a duly noticed public hearing regarding the Project and adopted Resolution No. 5967-19 recommending City Council adoption of a mitigated negative declaration for the Project and approving Site Plan No. SP-076-2019 for erection of the Digital Billboards, subject to City Council approval of this Agreement.
- F. On the Effective Date, at a duly noticed public meeting, City's City Council adopted a mitigated negative declaration for the Project pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA") and CEQA's

implementing guidelines, California Code of Regulations, Title 14, Section 15000 et seq. (the "Mitigated Negative Declaration"), approved this Agreement and authorized City's City Manager to execute this Agreement on behalf of the City.

- G. GGMC Section 9.20.110 authorizes the erection and operation of the Digital Billboards at the Relocation Site pursuant to Site Plan No. SP-076-2019 and this Agreement.
- H. City's City Council has found this Agreement is in the best public interest of City and its residents, entry into this Agreement constitutes a present exercise of City's police power, and this Agreement is consistent with City's General Plan. The Project is intended to achieve a number of City objectives including utilizing the areas adjacent to the State Route (SR) 22 Freeway in exchange for removal of billboards elsewhere in the City. As an additional material consideration for City's approval of this Agreement, Company has agreed to provide public services to City, as set forth in Section 4 of this Agreement, and to pay the Processing Fee, One-Time Mitigation Fee and Annual Mitigation Fee, as set forth in Section 7 of this Agreement.
- I. City and Company desire to enter into this Agreement to memorialize the terms and conditions upon which Company may undertake the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

CONDITIONS TO AGREEMENT'S EFFECTIVENESS. Company understands and 1. hereby acknowledges the effectiveness of this Agreement is subject to the approval of demolition permits from City's Building Division for the removal of the Existing Billboards and the Development Approvals, as described in Subsection 5.a., below. The Parties understand and agree (i) this Agreement does not bind City to approve any Development Approvals; (ii) all necessary City legislative acts and the Development Approvals can be approved and take effect, if at all, only after all applicable notice, public hearing, review, and consideration requirements required by law have been satisfied; and (iii) except as otherwise expressly provided herein, Company shall not be required to take any of the actions or provide any of the benefits to City under this Agreement until and unless all required Development Approvals are provided in final form acceptable to the Company. The Parties further agree Company shall not be obligated to commence demolition or construction related to the Project, including removal of the Existing Billboards, if any of the Development Approvals (as hereinafter defined) are not issued or expire and are not extended for such periods as Company shall deem to be necessary, despite good faith effort by Company to obtain the same; and if any of the Development Approvals are not issued, within twelve (12) months of the Effective Date, then this Agreement shall be deemed null and void; provided, however, that such period may be extended by mutual written agreement of the Company and City, acting through their duly authorized representatives.

2. REMOVAL OF EXISTING BILLBOARDS.

- a. Permanent Removal of the Existing Billboards. In consideration of the City's approval of Company's request to relocate and construct the Digital Billboards pursuant to this Agreement, prior to commencing installation and construction of the Digital Billboards upon the Relocation Site, Company, at its sole cost and expense, shall secure all prior approvals as described in Subsection 2.b., below, and permanently remove the Existing Billboards within the times set forth in the Schedule of Performance included in Exhibit "B," which is attached hereto and incorporated herein by reference. Company shall not install any replacement billboard or other outdoor advertising display or sign upon any of the Existing Billboard Sites or anywhere else (other than the Relocation Site) within City's jurisdictional boundaries.
- b. Removal Requirements. Removal of the Existing Billboards shall be in accordance with any applicable Federal, State, or local regulations, including regulations of City, and subject to the approval of City's Building Official or designee, provided, however, that the Parties each acknowledge and agree that the Existing Billboards shall be deemed to have been satisfactorily removed for purposes of this Agreement so long as such removal is performed in accordance with the requirements, if any, of any applicable lease or other agreement applicable to the Existing Billboards and no remnants of the sign structures remain visible above ground. Company shall, at its sole cost and expense, secure all required permits to remove and properly transport the Existing Billboards from the Existing Billboard Sites, and not store any portion of the removed Existing Billboards on the Existing Billboard Sites or any other location within City's jurisdictional boundaries.
- c. Waiver and Release. Upon receipt of any required final Development Approvals for the Digital Billboards on the Relocation Site, Company shall be deemed to have waived any and all rights it may have under Federal, State or local laws or other regulations of any kind whatsoever, including, but not limited to, the Act, to challenge any or all of the requirements of this Agreement. Further, Company, on behalf of its predecessors, successors and assigns, hereby waives and releases the City and its employees, officers, elected officials, agents, successors and assigns from liability relating to any and all actions, causes of action, claims, demands, damages, costs, liens, expenses, liabilities, defenses, lost profits, lost revenues or rents, lost opportunity, loss of business goodwill, loss of machinery, loss of leasehold value (bonus value), loss of fixtures or equipment, loss of improvements pertaining to realty, pre-condemnation damages or damages related to unreasonable conduct, severance damages, relocation benefits, attorney's fees and debts whatsoever, in law or equity, it has or may have, arising out of or relating to the removal of the Existing Billboards.

The Company acknowledges that it has read section 1542 of the Civil Code of the State of California which in its entirety states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor.

The Company hereby expressly waives any right or benefit which it might have under section 1542 of the Civil Code of the State of California. The Company understands and agrees that by signing this Agreement, it is giving up any and all claims that it may have against the City, including claims that it may not presently know or suspect to exist.

- d. Notwithstanding the foregoing subparagraphs, the Parties agree GGMC Section 9.20.110 shall apply to this Agreement and Company may take benefit of that Section.
- 3. <u>INSTALLATION AND OPERATION OF DIGITAL BILLBOARDS</u>. Provided Company secures and maintains all Development Approvals required under Subsection 5.a., below, and within the times set forth in the Schedule of Performance included in Exhibit "B," Company, at its sole cost and expense, may install the Digital Billboards upon the Relocation Site. For the entire term of this Agreement, the Digital Billboards and Company's installation, construction, and operation of the Digital Billboards shall comply with all applicable Federal, State, and local laws and regulations, all applicable provisions of the Garden Grove Municipal Code, all conditions of approval applicable to any Development Approvals, and all applicable mitigation measures identified in the Mitigated Negative Declaration.

4. PUBLIC SERVICES.

- a. <u>Civic Promotions</u>. Subject to the conditions and parameters of this Subsection 4.a., Company agrees to provide free advertising time on the Digital Billboards to City for the promotion of community events, tourism activity and events, and other civic interests of the City, including, but not limited to, promotion of the City's Grove District Resort area and the properties therein ("Civic Promotions").
 - (i) Amount of Advertising Time for Civic Promotions. Following the Commencement Date, Company shall permit City to use a minimum of the equivalent of one (1) spot in a standard nine (9) spot rotation on one of the Digital Billboards for the entire term of the Agreement for Civic Promotions, without charge for advertising space. Such Civic Promotions shall be displayed on the west-facing Digital Billboard, unless otherwise agreed in writing by Company and City. The foregoing obligation of Company to provide free advertising space to City for Civic Promotions shall be and remain in effect only during those periods Company is operating the Digital Billboards with electronic/digital technology. In the event Company removes or is unable to operate the Digital Billboards for any reason, Company's obligation to provide free advertising space to City for any reason shall be suspended for the period of time it is not operating the Digital Billboards.

- (ii) Process for City Requests to Utilize Advertising Space for Civic Promotions. City shall be responsible for providing Company with its Civic Promotions, which may be updated by City at any time, and for any costs associated with providing Company with associated artwork in acceptable format. City shall notify Company at least forty-five (45) days before the proposed display date of a Civic Promotion. City must submit "camera ready art" utilizing formats and protocols acceptable to Company from time to time or pay production costs. All copy shall be submitted to Company at least ten (10) business days in advance. Civic Promotions will be subject to Company's standard advertising copy rejection and removal policies, which allow Company, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed.
- (iii) Limitations on City. City shall not charge for, or exchange goods or services for, any advertising space on the Digital Billboards provided by Company to City pursuant to this Agreement; provided, however, that this limitation shall not be construed to prevent City from entering into agreements to promote properties within the City in conjunction with its tourism promotion activities, so long as City does not sell advertising for profit. In addition, it is expressly understood and agreed that Civic Promotions may not include any names, logos, marks, products, or services associated with any commercial entity or any third party non-governmental person or entity that is not located in, sponsored by or affiliated with the City. The forgoing limitation shall not be construed to prohibit the display of names, logos, or marks of organizations associated with City events or activities.
- (iv) Indemnity. City shall and hereby does agree to indemnify, defend and hold harmless Company for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorney's fees), losses, actions, or liabilities arising from or in connection with any third party allegation that any portion of any Civic Promotion provided by City infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity obligation shall not include Company's lost profits or consequential damages.
- (v) The Parties mutually agree that this Subsection 4(a) is consistent with the purpose, intent, and requirements of Subsection (D)(3)(k)(vi) of GGMC Section 9.20.110.
- b. <u>Public Safety Announcements</u>. Company shall utilize the advertising space on the Digital Billboards for regional emergency announcements and alerts, Amber Alerts, and wanted criminal postings from law enforcement, without charge, as reasonably necessary, in accordance with applicable local, regional, and/or state protocols.

c. <u>Prohibited Use</u>. Company has stated its intent is and agrees not to utilize any of the Digital Billboards to advertise tobacco products, medical or recreational cannabis, adult entertainment businesses, as defined in the Garden Grove Municipal Code, conferences/conventions for any of the foregoing prohibited uses, or sexually explicit messages.

5. DEVELOPMENT APPROVALS.

- Company shall, at its own expense and before commencement of demolition, construction, rehabilitation or development of any of the Existing Billboards, the Digital Billboards or other work of improvement upon the Existing Billboards Sites or the Relocation Site, secure or cause to be secured all necessary permits and approvals, which may be required by all City, State, or any other governmental agency or utility affected by such construction, development or work to be performed by Company related to the Project, including, but not limited to, Site Plan No. SP-076-2019 and any necessary extensions thereof, all other permits and approvals required pursuant to the Garden Grove Municipal Code, if any, building and demolition permits, and all approvals required under CEQA and the State CEQA Guidelines, and all permits and approvals required from the California Department of Transportation ("Caltrans") for the construction and operation of both Digital Billboards (collectively "Development Approvals"). Not by way of limiting the foregoing, in developing and constructing the Project, Company shall comply with all (1) then applicable development standards and requirements contained in, or promulgated under, the Act and/or the Garden Grove Municipal Code, (2) conditions of approval related to each of the Development Approvals applicable to the Project, (3) necessary NPDES requirements pertaining to the Project, (4) mitigation measures set forth in the Mitigated Negative Declaration, (5) all building codes, and, (6) if applicable, landscaping requirements, except as may be permitted through approved variances and modifications. Company shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Development Approvals which are standard for and uniformly applied to similar projects in the City.
- b. Company understands the approval of this Agreement shall not be deemed or construed as granting any Development Approvals yet to be obtained from City or any other entity having jurisdiction over the Project. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to the Development Approvals, nor does City make any representation or warranty that City will exercise, in any manner or at all, its discretionary police power authority over the Project as to any Development Approvals described in Subsection 5.a. in any particular manner. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee Development Approvals will be issued within any particular time or with or without any particular conditions.

6. TERM OF AGREEMENT.

a. Provided this Agreement remains effective and has not become null and void pursuant to Section 1, unless earlier terminated as provided in this Agreement, this

Agreement shall continue in full force and effect for an initial period of fifteen (15) years commencing on the Commencement Date. The "Commencement Date" shall be the day that both of the following are true (i) Company has obtained all Development Approvals, and (ii) the Digital Billboards are fully constructed and operational, have electrical power from a permanent source, and have passed the City's final inspection.

- b. At Company's option, Company may automatically extend the term of the Agreement for an additional fifteen (15) year period (for a total term of thirty (30) years) by providing City written notice of its intent to exercise this option at least six months prior to expiration of the initial fifteen (15) year term. If the term of the Agreement has been extended to thirty (30) years pursuant to the foregoing sentence, Company may notify City up to twelve months prior to the expiration date of this Agreement of its desire to extend the term of this Agreement and City and Company shall enter into negotiations and may agree to extend the term of this Agreement pursuant to a mutual agreement in writing upon terms acceptable to both parties. In the event the Parties agree to an extension, it is expressly understood and agreed that, in the event Company is unable to operate the Digital Billboards on the Relocation Site with digital faces at the time of expiration of this Agreement, such extension shall allow operation of the billboard sign structure with non-digital static sign faces.
- c. Following termination or expiration of this Agreement and provided no extension of this Agreement is agreed to, within ninety (90) days after the date of the termination or expiration of this Agreement, Company shall, at its sole cost and expense, secure all required permits to, and shall, remove and properly transport the Digital Billboards from the Relocation Site, and not store any portion of the removed Digital Billboards on the Relocation Site or any other location within City's jurisdictional boundaries. The Digital Billboards shall be deemed to have been satisfactorily removed for purposes of this Section 6 so long as no remnants of the sign structures remain visible above ground. If Company fails to remove all of the Digital Billboards from the Relocation Site within ninety (90) days of termination or expiration of this Agreement, as provided above, City shall be entitled to remove the remaining Digital Billboards and dispose of the same. The applicable provisions subsection 11.e., below, shall apply if City is required to exercise its rights to remove and dispose of the Digital Billboards pursuant to this Section.

7. PROCESSING FEE AND MITIGATION FEES.

a. Processing Fee. Within fifteen (15) days after approval of this Agreement by City, Company shall provide City with a payment ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000.00) to defray City's costs in negotiating and preparing this Agreement. The Processing Fee shall be in the form of a non-refundable cashier's check, wire transfer, corporate check, or other instrument approved by City's Finance Director. City shall retain and use the Processing Fee, or any part thereof, for any public purpose within City's discretion. The Processing Fee shall be separate from (i) all business license fees and taxes (due by Company to City annually), (ii) the One-Time Mitigation Fee and Annual Mitigation Fee (as such terms are defined in Section 7.b., below) and (iii) any applicable development fees and charges required by City to review the appropriate permits for the Project, including but not limited to, any duly adopted

plan check, building permit and/or other fees imposed by City as part of its normal governmental operations (collectively, the items listed in (iii) are hereinafter referred to as "Development Fees").

- Company and City agree an up-front, one-time fee and Mitigation Fees. b. subsequent annual fee paid by Company to City would help mitigate the aesthetic, cultural, economic, and other impacts of the Project on City and the surrounding community, because those fees will provide City resources to fund the provision and maintenance of other aesthetic improvements, cultural events, and economic development initiatives in the City, including, but not limited to, the provision and continued maintenance of community events, street furniture, bike racks, landscaping within the parks and public rights-of-way, park improvements, banners, public art, and other existing and future improvements within the City. The Parties therefore agree Company shall pay City (i) an up-front one-time mitigation fee in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) ("One-Time Mitigation Fee") and (ii) an annual mitigation fee, with a 2.25% annual increase, with respect to each of the East-Facing Digital Billboard and the West-Facing Digital Billboard, as set forth in Exhibit C, hereto, which is incorporated herein by this reference (the "Annual Mitigation Fee"). The One-Time Mitigation Fee shall be paid no later than ninety (90) days after the Company has obtained all Development Approvals required for the Project. The first Annual Mitigation Fee shall be paid no later than ninety (90) days after the Commencement Date. Commencing the second year following the Commencement Date, and each year thereafter, each remaining installment of the Annual Mitigation Fee shall be made on or before the annual anniversary of that first payment until each of the Annual Mitigation Fee installments have been paid in full. It is expressly understood and agreed that, in the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(1) of GGMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty (50%) of the Annual Mitigation Fee amount(s) set forth in Exhibit C for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.
- 8. <u>REGULATION BY OTHER PUBLIC AGENCIES</u>. It is acknowledged by the Parties other public agencies, including, but not limited to, Caltrans, are not subject to control by City and may possess authority to regulate aspects of the Project as contemplated herein, and this Agreement does not limit the authority of any of those other public agencies. Company acknowledges and represents, in addition to City's regulations, Company shall, at all times, comply with all applicable Federal, State and local laws and regulations applicable to the Digital Billboards and the Relocation Site. To the extent any such other public agency or agencies preclude development or maintenance of the Project, Company shall have the right to terminate this Agreement by delivery to City of notice of termination, along with evidence reasonably

satisfactory to City that the development and/or maintenance of the Project has been precluded by another agency or agencies. Upon delivery of such evidence and notice of termination to the City, this Agreement shall be deemed terminated and Company shall not be further obligated under this Agreement, provided, however, that such termination shall not affect the Company's obligation to pay any Development Fees that have already accrued, to pay the Processing Fee pursuant to Section 7.a., to pay any Mitigation Fees that have already accrued pursuant to Section 7.b., if any, to indemnify and defend the City Parties for any Indemnified Claims and Liabilities pursuant to Section 9, and/or to remove the Digital Billboards from the Relocation Site in accordance with Section 6, if applicable.

9. INSURANCE AND INDEMNITY.

<u>Indemnity</u>. Company, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims against City for damage to property and for injuries to persons in or about the Relocation Site or the Existing Billboard Sites, from any cause relating to Company's activities related to this Agreement; provided that the foregoing shall not be construed to constitute a waiver by Company of any claims against City arising out of City's negligent acts or omissions or willful misconduct or the negligent acts or omissions or willful misconduct of any City Parties (as hereinafter defined). Company shall indemnify, defend and hold harmless City and each of its officers, agents, and employees (collectively the "City Parties") from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, reasonable attorney's fees and court costs (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity not a Party to this Agreement arising out of or in connection with (i) the City's approval of the Project and/or this Agreement, (ii) Company's breach of any of its obligations under this Agreement; (iii) any negligent act or omission of Company, its employees, agents, representatives, or contractors in the performance of Company's obligations or the exercise of Company's rights under this Agreement, and/or (iv) the City's exercise of its rights under Section 6 and subsection 11.e of this Agreement. Indemnified Claims and Liabilities shall include, without limitation, any action or challenge brought for any reason by a third party, including but not limited to any person with an interest in the Existing Billboards, the Existing Billboard Sites or the Relocation Site, against this Agreement or against City Parties, that is directly or indirectly related to City's approval of this Agreement or the exercise by City of its rights under this Agreement. Notwithstanding the foregoing provisions of this subsection 9(a), in the event any third-party claim, action or proceeding seeking to set aside, void, annul or otherwise challenge the validity of the Agreement and/or the City's approval of the Project or the Agreement is brought against the City and/or any City Parties prior to Company's installation of the Digital Billboards on the Relocation Site, Company shall have the right, exercisable in its sole discretion by delivery of notice to City within ten (10) business days after Company's receipt of notice of such third-party claim, action or proceeding from City, to terminate this Agreement and withdraw all applications for permits and/or approvals related to the Project, in which event this Agreement shall be deemed terminated and null and void as of the date specified in such notice to City. In the event that this Agreement shall be so terminated after Company shall have removed the Existing Billboards from the Existing Billboard Sites in accordance with the

provisions of this Agreement, then City hereby expressly agrees that Company shall be entitled, at its sole cost and expense, to re-install the Existing Billboards (or billboards of the same type and size) at the same locations on the Existing Billboard Sites and that such billboards, once re-installed, shall be deemed to have the same legal nonconforming status as the Existing Billboards, had they not been removed.

- b. Company will defend, with counsel reasonably approved by the City, any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein once notified of the existence of such claims by the City and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.
- c. <u>Exceptions</u>. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, subcontractors or employees.
- d. <u>Covenant Not To Sue</u>. The Parties to this Agreement, and each of them, agree this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.
- e. <u>Third Party Challenge</u>. In the event of a third-party challenge to this Agreement, and a final court order or judicially approved settlement resulting in the removal of one or more Digital Billboards, Company shall be entitled, in its sole discretion, to replace the removed Digital Billboard(s) with a non-digital billboard sign face or faces in accordance with subsection D(3)(l) of GGMC Section 9.20.110. If Company exercises such right, then Company shall pay the City the reduced Annual Mitigation Fee for the replacement non-Digital Billboard in accordance with Subsection 7.b. and the City shall not be entitled to claim any lost revenues or damages as a result of such election by Company.

Notwithstanding any other provision of this Agreement, Company's indemnification and defense obligations as set forth in this Agreement shall survive the termination of this Agreement.

- f. <u>Insurance</u>. Prior to commencing removal of any of the Existing Billboards and/or installation of the Digital Billboards on the Relocation Site, and during the entire term of this Agreement, without any period of lapse, Company shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to the City, the following policies of insurance:
 - i. <u>Commercial General Liability Insurance</u>. A policy or policies of commercial general liability insurance written on a per occurrence basis with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate,

including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations, and not excluding XCU. Claims made and modified occurrence policies are <u>not</u> acceptable. Insurance companies must be reasonably acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City. The Commercial General Liability policy(ies) shall name the City Parties as additional insureds. Each insurer shall waive its rights of subrogation against the City Parties. Any excess liability policies shall follow form. If the Company maintains higher insurance limits than the minimums shown above, the Company shall provide coverage for the higher insurance limits otherwise maintained by the Company.

- ii. <u>Automobile Liability</u>. A policy of automobile liability for all automobiles, in an amount of Two Million Dollars (\$2,000,000.00) combined single limit (claims made and modified occurrence policies are <u>not</u> acceptable); Insurance companies must be acceptable to City and have a AM Best's Guide Rating of A-, Class VII or better, as approved by the City.
- iii. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California. The insurer shall waive its rights of subrogation against the City Parties.

The Commercial General Liability Insurance policy(ies) of insurance shall, either as part of each policy or by endorsement (i) name the City Parties as additional insureds, (ii) provide that the policy shall be primary and noncontributing with any other insurance or self-insurance program available to the City Parties with respect to liabilities assumed by Company under this Agreement, (iii) include a severability of interest clause, (iv) provide that the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds, (v) provide that the additional insureds named herein shall not be held liable for any premium or expense of any nature on the policy or any extension thereof, and (vi) 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-days' (30-days') in advance.

Within five (5) business days after the execution of this Agreement and within at least thirty (30) days after the renewal of any such policy, Company shall provide City with certificates of insurance evidencing the required coverages and with endorsements reasonably acceptable to the City affording additional insured status to the City Parties.

10. <u>OWNERSHIP OF IMPROVEMENTS</u>. The Existing Billboards and the Digital Billboards (and all equipment appurtenant thereto) shall be and remain the property of Company. Company's rights and powers with respect to the Digital Billboards (and all equipment appurtenant thereto) are subject to the terms and limitations of this Agreement and the Garden Grove Municipal Code.

11. GENERAL PROVISIONS.

- a. <u>Assignment</u>. Company may only assign or otherwise transfer this Agreement, or its interest in the Digital Billboards or any part of its interest in the New Digital Billboard Site, to any other person, firm, or entity, upon presentation to City of an assignment and assumption agreement in a form reasonably acceptable to City's City Attorney and receipt of City's written approval of such assignment or transfer by City's City Manager, provided, however, that Company may, from time to time and one or more times, assign this Agreement, to one or more persons or entities without City approval, but with written notice to City, as long as Company, or entities owned or controlled by it have and maintain at least a fifty-one percent (51%) ownership interest in such entities who are the assignees or transferees. After a transfer or assignment as permitted by this Section, City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.
- b. <u>Waiver</u>. The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.
- c. <u>Notices</u>. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to City: City of Garden Grove

Attn: City Manager 11222 Acacia Parkway Garden Grove, CA 92840

With a Copy to: City of Garden Grove

Attn: City Attorney 11222 Acacia Parkway Garden Grove, CA 92840

If to Company: OUTFRONT Media, LLC

1731 Workman Street Los Angeles, CA 90031 Attn: Chris Steinbacher

With a Copy to: OUTFRONT Media, LLC

405 Lexington Avenue

17th Floor

New York, New York 10174 Attn: General Counsel

Notices shall be deemed effective upon receipt or rejection only.

- d. <u>Authority to Execute</u>. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement, and that by executing this Agreement, the Parties are formally bound
- e. <u>Termination</u>. This Agreement may be terminated, for good cause, by City or Company if either gives the other Party sixty-days' (60-days) written notice of default and if that default is not corrected (i) on or before ten (10) days after receipt of the notice for non-payment of any amount due and (ii) within sixty (60) days after receipt of the notice for any other default (except in connection with a default which cannot be remedied or cured within said sixty (60) day period, in which event said sixty (60) day period shall be extended for such time as shall be necessary to cure the same, but only if the defaulting Party, within such sixty (60) day period, shall promptly commence and thereafter proceed diligently and continuously to cure such breach).

If this Agreement terminates due to non-performance by City, then (i) any remaining unpaid Annual Mitigation Fee that was due with respect to any period before the date of that termination shall be immediately due and payable to City, (ii) no other Annual Mitigation Fee shall be due, unless Company continues to maintain one or more of the Digital Billboards, (iii) for only what would have been the remaining term of this Agreement had it not been terminated (the "Remaining Term"), all the Digital Billboards installed pursuant to this Agreement shall be treated as legal nonconforming uses, but such uses shall not be subject to abatement pursuant to the Garden Grove Municipal Code, as any other legal non-conforming use and (iv) for only the Remaining Term the Act shall apply to any provisions relating to abatement that may exist from time to time in the Garden Grove Municipal Code and (v) within ninety (90) days after the Remaining Term, the Digital Billboards and all visible supporting equipment shall be removed by Company in accordance with the terms of this Agreement, unless otherwise agreed to by the Parties.

If this Agreement terminates due to non-performance by Company, then (i) any remaining unpaid One-Time Mitigation Fee and/or Annual Mitigation Fee that was due for any period before the date of that termination shall be immediately due and payable to City and (ii) Company shall immediately remove each of the Digital Billboards and visible supporting equipment installed pursuant to this Agreement; provided, that if Company fails to remove any of the Digital Billboards within ninety (90) days after this Agreement is terminated pursuant to this subsection, then City shall be entitled to remove the remaining Digital Billboards and dispose of same. If City is required to exercise its rights under Section 6 or this subsection due to Company's failure to remove the Digital Billboards, then City shall be entitled to be reimbursed by Company any and all direct expenses incurred by City in exercising its rights under this subsection within no more than ten (10) days following City's delivery of an invoice demanding payment for such expenses. Any such removal of any or all the Digital Billboards by City shall not entitle Company or Owner to any damages of any kind whatsoever against any or all City Parties, and Company hereby releases and holds all City Parties harmless from Indemnified Claims and Liabilities for any action by any of the City Parties in removing any or all of the Digital Billboards. Company hereby consents to City's entry onto the Relocation Site to accomplish such removal.

- f. <u>Amendment/Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding, unless in writing and signed by the Parties.
- g. <u>Attorneys Fees</u>. In the event of litigation between the Parties arising out of this Agreement, each Party shall bear its own attorneys' fees and costs.
- h. <u>Time is of the Essence</u>. Time is of the essence of each and every provision of this Agreement.
- i. <u>Miscellaneous</u>. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the subject matter of this Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California. In the event of litigation to enforce or interpret any terms of this Agreement, such action will be brought in the Superior Court of the County of Orange.
- j. <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- k. <u>Administration</u>. This Agreement shall be administered and executed by the 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 (i) issue interpretations, (ii) waive provisions, (iii) extend time limits, including but not limited to the twelve-month period for effectiveness of this Agreement pursuant to Section 1 and the times for performance specified in the Schedule of Performance, (iv) approve assignment of the Agreement pursuant to Section 11.a.; and to take any action or make any approval to be undertaken by the City pursuant to this Agreement, unless specifically provided otherwise or the context should require otherwise.

SIGNATURES ON FOLLOWING PAGE

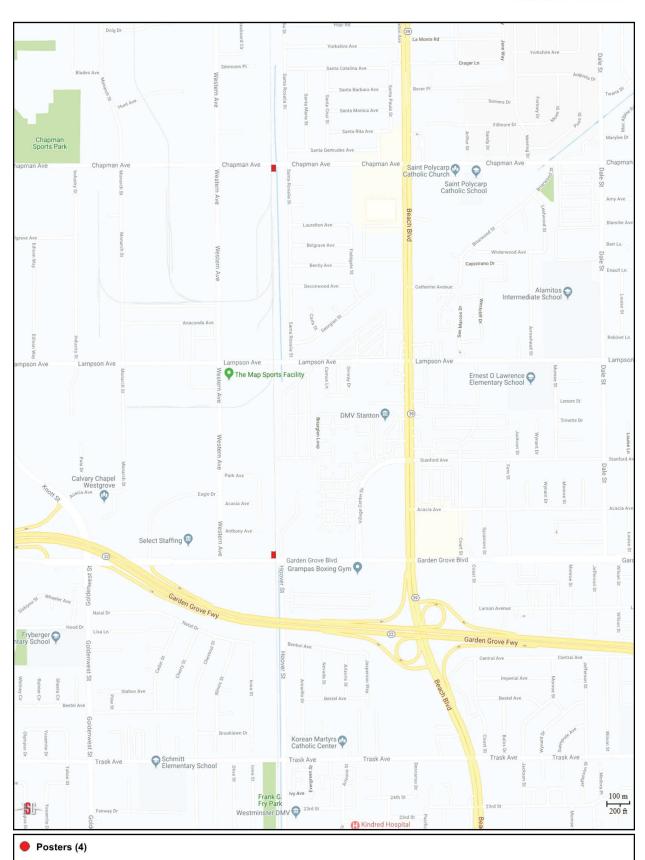
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

	"CITY"
	CITY OF GARDEN GROVE
Date:	By: Scott C. Stiles City Manager
ATTEST:	
By: Teresa Pomeroy City Clerk	
APPROVED AS TO FORM:	
By: Omar Sandoval City Attorney	"COMPANY" Outfront Media LLC, a Delaware limited liability company
Date:	Ву:
	Name:
	Title

EXHIBIT "A-1"

DESCRIPTION OF THE EXISTING BILLBOARDS AND THE EXISTING BILLBOARD SITES

SEE ATTACHED



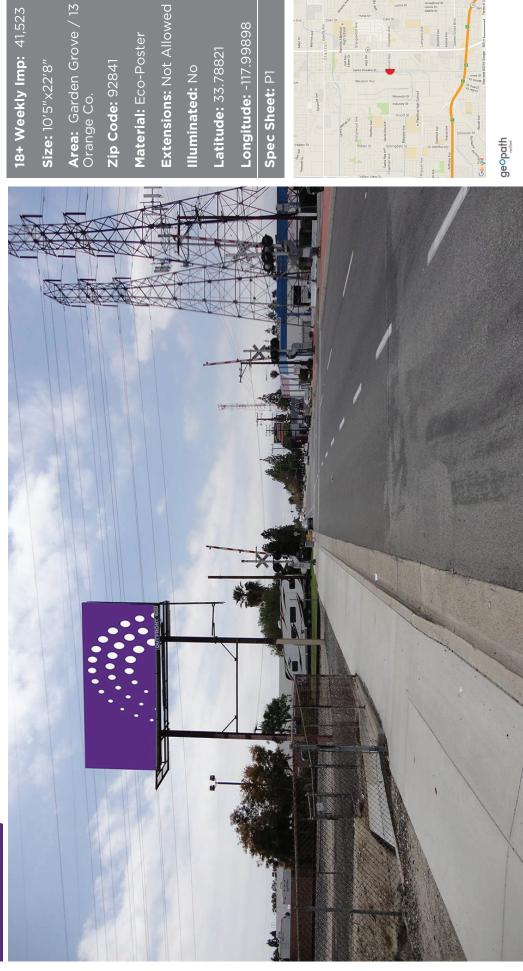


Location Map

Garden Grove Takedowns

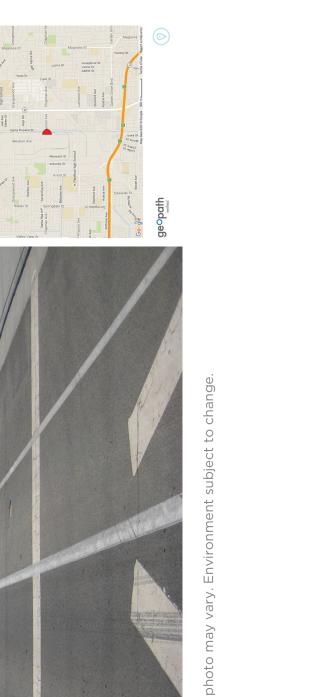
Detailed Legend

lcon	#	Unit	Location Description	Media	Market
	1	2656-P	Chapman S/L 150 W Santa Rosalia (PF)	Posters	Los Angeles
	2	4080-P	Chapman S/L 150 W Santa Rosalia (PF)	Posters	Los Angeles
	3	2675-P	Garden Grove N/L Opp Hoover (TP)	Posters	Los Angeles
	4	4078-P	Garden Grove N/L Opp Hoover (TP)	Posters	Los Angeles





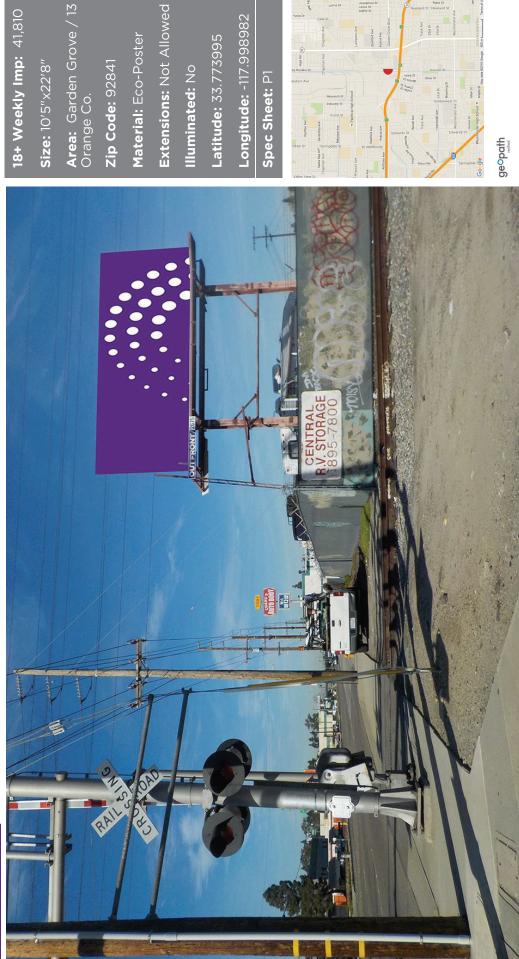
Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.

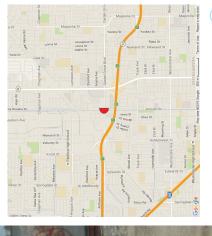




Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.

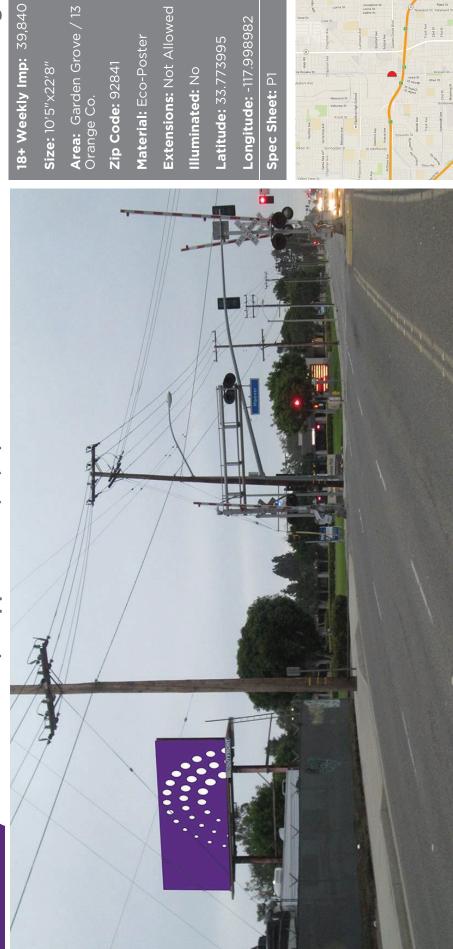
OUTFRONT





Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.

OUTFRONT/



geopath

Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.

EXHIBIT "A-2"

DESCRIPTION OF THE DIGITAL BILLBOARDS AND THE RELOCATION SITE

SEE ATTACHED

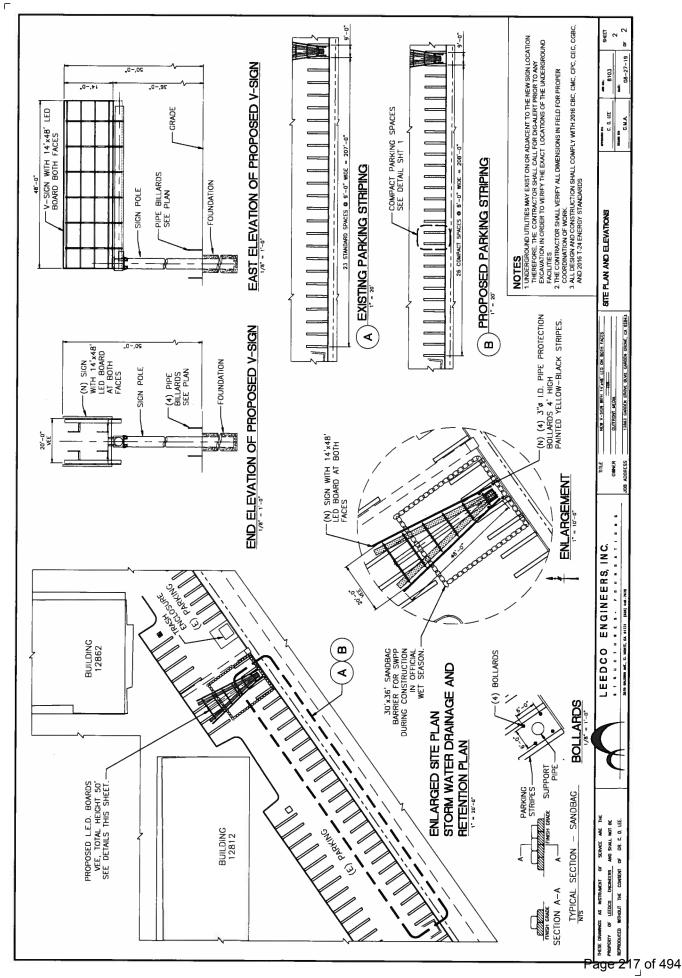


EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Items to be Performed	Performance Time
Permanent Removal of Existing Billboards. Commencement of installation and construction of the Digital Billboards.	To be completed prior to commencement of installation and construction of the Digital Billboards upon the Relocation Site and after receipt of all Development Approvals (including Caltrans permits). Within twelve (12) months after the Effective Date of this Agreement, subject to extension by mutual agreement of the Parties pursuant to the terms of Section 1 of this Agreement. In the event the Development Approvals are not obtained prior to this date, Company shall have no obligation to commence installation and construction of the Digital Billboards and no obligation to remove the Existing Billboards.
Completion of installation and construction of the Digital Billboards. (Completion shall mean when the installation and construction work has received final inspection from City's Building & Safety Division.)	Within ninety (90) days after commencement of installation and construction of the Digital Billboards, or such later date as authorized by City's City Manager.

EXHIBIT "C"

ANNUAL MITIGATION FEE

Year	Annual Increase	East Face	West Face	Total	
1			\$ 50,000.00	\$ 100,000.00	
2		\$ 32,500.00	\$ 32,500.00	\$ 65,000.00	
3	2.25%	\$ 33,231.25	\$ 33,231.25	\$ 66,462.50	
4 2.25%		\$ 33,978.95	\$ 33,978.95 \$ 33,978.95		
5	2.25%	\$ 34,743.48 \$ 34,743.48		\$ 69,486.96	
6	2.25%	\$ 35,525.21	\$ 35,525.21	\$ 71,050.42	
7	2.25%	\$ 36,324.53	\$ 36,324.53	\$ 72,649.06	
8	2.25%	\$ 37,141.83	\$ 37,141.83	\$ 74,283.66	
9	2.25%	\$ 37,977.52	\$ 37,977.52	\$ 75,955.04	
10	2.25%	\$ 38,832.01	\$ 38,832.01	\$ 77,664.02	
11	2.25%	\$ 39,705.73	\$ 39,705.73	\$ 79,411.46	
12	2.25%	\$ 40,599.11	\$ 40,599.11	\$ 81,198.22	
13	2.25%	\$ 41,512.59	\$ 41,512.59	\$ 83,025.18	
14	2.25%	\$ 42,446.62	\$42,446.62	\$ 84,893.24	
15	2.25%	\$ 43,401.67	\$ 43,401.67	\$ 86,803.34	
TOTAL	Years 1-15	\$ 577,920.50	\$ 577,920.50	\$ 1,155,841.00	
16	2.25%	\$ 44,378.21	\$ 44,378.21	\$ 88,756.42	
17	2.25%	\$ 45,376.72	\$ 45,376.72	\$ 90,753.44	
18	2.25%	\$ 46,397.70	\$ 46,397.70	\$ 92,795.40	
19	2.25%	\$ 47,441.65	\$ 47,441.65	\$ 94,883.30	
20	2.25%	\$ 48,509.09	\$ 48,509.09	\$ 97,018.18	
21	2.25%	\$ 49,600.54	\$ 49,600.54	\$ 99,201.08	
22	2.25%	\$ 50,716.55	\$ 50,716.55	\$ 101,433.10	
23	2.25%	\$ 51,857.67	\$ 51,857.67	\$ 103,715.34	
24	2.25%	\$ 53,024.47	\$ 53,024.47	\$ 106,048.94	
25	2.25%	\$ 54,217.52	\$ 54,217.52	\$ 108,435.04	
26	2.25%	\$ 55,437.41	\$ 55,437.41	\$ 110,874.82	
27	2.25%	\$ 56,684.75	\$ 56,684.75	\$ 113,369.50	
28	2.25%	\$ 57,960.16	\$ 57,960.16	\$ 115,920.32	
29	2.25%	\$ 59,264.26	\$ 59,264.26	\$ 118,528.52	
30	2.25%	\$ 60,597.71	\$ 60,597.71	\$ 121,195.42	
TOTAL Y	Years 16-30	\$ 781,464.41	\$ 781,464.41	\$ 1,562,928.82	
TOTAL	Years 1-30	\$1,359,384.91	\$1,359,384.91	\$2,718,769.82	

^{*} In the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(l) of GGMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty percent (50%) of the Annual Mitigation Fee amount(s) set forth above for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.

Garden Grove Digital Billboard Initial Study/Mitigated Negative Declaration



Lead Agency:

City of Garden Grove Community Development Department 11222 Acacia Parkway Garden Grove, CA 92840

Applicant:

Outfront Media 1731 Workman Street Los Angeles, CA 90031

Consultant to the City:

MIG, Inc. 1500 Iowa Avenue, Suite 110 Riverside, CA 92507

FINAL INITIAL STUDY November 21, 2019

1408350.1 Page 220 of 494

- This document is designed for double-sided printing. -

1408350.1 Page 221 of 494

Table of Contents

1 lı		ion	
	1.1 –	- a.pece e. e.e.	
		Public Comments	
	1.3 –	Availability of Materials	3
2 P	roject D	escription	5
	2.1 –		
	2.2 -	Lead Agency Name and Address	5
	2.3 –	Contact Person and Phone Number	5
	2.4 –	Project Location	5
	2.5 –	Project Sponsor's Name and Address	
	2.6 –	General Plan Land Use Designation	
	2.7 –	Zoning District(s)	
	2.8 –	Project Description	
	2.9 –	Surrounding Land Uses	
		Environmental Setting	
		Other Public Agency Whose Approval Is Required	
	2.12 –	Regulatory Provisions	7
3 D	etermin	ation	
	3.1 –		
	3.2 –	Determination	21
4 E	valuatio	on of Environmental Impacts	23
	4.1 –	Aesthetics	
	4.2 –	Agriculture and Forest Resources	
	4.3 –	Air Quality	
	4.4 –	Biological Resources	
	4.5 –	Cultural Resources	
	4.6 –	Energy	
	4.7 –	Geology and Soils	50
	4.8 –	Greenhouse Gas Emissions	
	4.9 –	Hazards and Hazardous Materials	
		Hydrology and Water Quality	
		Land Use and Planning	
		Mineral Resources	
		Noise	
		Population and Housing	
		Public Services	
		Recreation	
		Transportation	
		Tribal Cultural Resources	
		Utilities and Service Systems	
		Wildfire	
	4.21 –	Mandatory Findings of Significance	84
5 R	eferenc	es	87
	5.1 –		
6.8	ummar	of Mitigation Measures	89
	•		
ΙΡ	ppendix	Materials	99

Table of Contents

Appendix A

Visual Simulation

Appendix B Appendix C Appendix D Appendix E Appendix F	Air Quality Assessment Results Biological Resources Results Cultural Resources Results Billboard Relocation Plan Caltrans Comment Letter and Response	
List of Tables		
Table 4.3-1 South Co	ding Land Uses Dast Air Basin Attainment Status – North Orange County n Daily Construction Emissions (lbs./day)	38
List of Exhibits		
Exhibit 2 Vicinity Map Exhibit 3 Site Elevati Exhibit 4 Sign Elevat Exhibit 5 Billboard Ro	ontext Mapons	13 15 17

1408350.1 Page 223 dif 494

1408350.1 Page 224 Üf 494

The City of Garden Grove has received an application from Outfront Media to allow the construction and operation of a digital LED billboard located adjacent to State Route 22 (SR-22 Freeway) in the City of Garden Grove. The digital LED billboard would be located on the north side of SR-22 Freeway at 12832 or 12812 Garden Grove Boulevard Garden Grove, California, (Assessor's Parcel Numbers 101-020-55 & 101-020-56) within an existing office and business park located at the southeast corner of a parking lot. The Project would also involve the removal of four (4) existing static billboard signs mounted on two separate sign poles in the City at two separate locations. The approval of the digital LED billboard and the removal of the four (4) existing static billboard signs (and two sign poles) constitutes a *project* that is subject to review under the California Environmental Quality Act (CEQA) 1970 (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.).

This Initial Study has been prepared to assess the short-term, long-term, and cumulative environmental impacts that could result from approval of the proposed project. This report has been prepared to comply with Section 15063 of the State CEQA Guidelines, which sets forth the required contents of an Initial Study as follow:

- A description of the project, including the location of the project (see Section 2)
- Identification of the environmental setting (see Section 2.10)
- Identification of environmental effects by use of a checklist, matrix, or other methods, provided that entries on the checklist or other form are briefly explained to indicate that there is some evidence to support the entries (see Section 4)
- Discussion of ways to mitigate significant effects identified, if any (see Section 4)
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls (see Section 4.10)
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study (see Section 5)

1.1 - Purpose of CEQA

The body of State law known as CEQA was enacted by the California legislature in 1970. The legislative intent of these regulations is established in Section 21000 of the California Public Resources Code, as follows:

"The Legislature finds and declares as follows:

- a) The maintenance of a quality environment for the people of this state now and in the future is a matter of statewide concern.
- b) It is necessary to provide a high-quality environment that at all times is healthful and pleasing to the senses and intellect of man.
- c) There is a need to understand the relationship between the maintenance of high-quality ecological systems and the general welfare of the people of the state, including their enjoyment of the natural resources of the state.
- d) The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state takes immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached.

- e) Every citizen has a responsibility to contribute to the preservation and enhancement of the environment.
- f) The interrelationship of policies and practices in the management of natural resources and waste disposal requires systematic and concerted efforts by public and private interests to enhance environmental quality and to control environmental pollution.
- g) It is the intent of the Legislature that all agencies of the state government which regulate activities of private individuals, corporations, and public agencies which are found to affect the quality of the environment, shall regulate such activities so that major consideration is given to preventing environmental damage, while providing a decent home and satisfying living environment for every Californian.

The Legislature further finds and declares that it is the policy of the State to:

- h) Develop and maintain a high-quality environment now and in the future, and take all action necessary to protect, rehabilitate, and enhance the environmental quality of the state.
- i) Take all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise.
- j) Prevent the elimination of fish or wildlife species due to man's activities, insure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities and examples of the major periods of California history.
- k) Ensure that the long-term protection of the environment, consistent with the provision of a decent home and suitable living environment for every Californian, shall be the guiding criterion in public decisions.
- I) Create and maintain conditions under which man and nature can exist in productive harmony to fulfill the social and economic requirements of present and future generations.
- m) Require governmental agencies at all levels to develop standards and procedures necessary to protect environmental quality.
- n) Require governmental agencies at all levels to consider qualitative factors as well as economic and technical factors and long-term benefits and costs, in addition to short-term benefits and costs and to consider alternatives to proposed actions affecting the environment."

A concise statement of legislative policy, with respect to public agency consideration of projects for some form of approval, is found in Section 21002 of the Public Resources Code, quoted below:

The Legislature finds and declares that it is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by this division are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which would avoid or substantially lessen such significant effects. The Legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.

1.2 - Public Comments

The City invites comments from all agencies and individuals regarding the information contained in this Initial Study. Such comments should explain any perceived deficiencies in the assessment of impacts, identify the information that is purportedly lacking in the Initial Study or indicate where the information may be found. All comments on the Initial Study shall be submitted to:

Paul Guerrero, Senior Program Specialist
City of Garden Grove
Community and Economic Development Department
11222 Acacia Parkway, Garden Grove, CA 92840
Phone: (714) 741-5312
Email: paulg@ggcity.org

Following a 30-day period of circulation and review of the Initial Study, all comments would be considered by the City of Garden Grove prior to adoption.

1.3 – Availability of Materials

All materials related to the preparation of this Initial Study are available for public review. To request an appointment to review these materials, please contact:

Paul Guerrero, Senior Program Specialist
City of Garden Grove
Community and Economic Development Department
11222 Acacia Parkway, Garden Grove, CA 92840
Phone: (714) 741-5312

The Mitigated Declaration is available online on the City of Garden Grove Website.

2.1 - Project Title

Outfront Media Garden Grove Digital LED Billboard Project

2.2 - Lead Agency Name and Address

City of Garden Grove Community and Economic Development Department 11222 Acacia Parkway Garden Grove, CA 92840

2.3 – Contact Person and Phone Number

Paul Guerrero, Senior Program Specialist Phone: (714) 741-5312

2.4 - Project Location

The project site is located within the parking lot of an existing office and business park at 12812/12832 Garden Grove Boulevard (Assessor's Parcel Numbers 101-020-55 & 101-020-56) (see Exhibit 1 Regional Context Map and Exhibit 2 Vicinity Map). The digital LED billboard would be located immediately adjacent and to the north of State Route 22 (SR-22) Freeway between Sungrove Street and Haster Street/SR-22 westbound on-ramp. The four (4) existing static billboard signs and associated structures to be removed are located at varying locations throughout the City (see Exhibit 5 Relocation (Removal) Plan).

2.5 - Project Sponsor's Name and Address

Outfront Media 1731 Workman Street Los Angeles, CA 90031

2.6 - General Plan Land Use Designation

International West Mixed Use

2.7 – Zoning District(s)

Planned Unit Development (PUD)-102-74

2.8 - Project Description

The City of Garden Grove (City) has received an application for approval of a site plan, and related relocation agreement for the construction and operation of a new digital LED billboard pole sign adjacent to and abutting SR-22 Freeway (see Exhibit 1, Regional Contextual Map and Exhibit 2 Vicinity Map). The project applicant proposes to remove four (4) existing static billboard sign faces mounted on two

(2) sign poles at two (2) separate locations in the City (see Exhibit 5 Relocation (Removal) Plan) and construct and operate one (1) new digital LED billboard utilizing a two-sided digital display. The proposed project (project) involves the approval of a site plan, and related relocation agreement for a digital (changeable image) billboard pole sign advertising structure adjacent to and abutting SR-22 Freeway. The Garden Grove Municipal Code Title 9 Land Use Section 9.20.110 A. prohibits new billboards in the City, except under certain conditions. Title 9 Land Use Section 9.20.100 B. states that an owner of an existing billboard may relocate the billboard with approval of a billboard relocation plan and site plan approval. The Project will remove a total four (4) existing static billboard faces and two (2) sign poles located at Chapman Avenue west of Santa Rosalia Street and at Garden Grove Boulevard west of Beach Boulevard. As shown in Exhibit 5, each location includes a single sign pole with two billboard faces per sign pole. A new two-sided digital LED billboard and associated structures will be constructed at the proposed site (Appendix E: Billboard Relocation Plan).

The proposed new LED digital billboard will include a two-sided digital display. The proposed new digital LED billboard would be located on a parcel of land developed with an office and business park and an associated parking area on the north side of SR-22 Freeway (see Exhibit 3, Site Plan). The sign would be 50 feet tall, with a digital display area of approximately 48 feet wide by 14 feet tall (see Exhibit 4, Sign Elevation) and located within the parking lot adjacent to the SR-22 Freeway. No residential uses are located immediately adjacent to the proposed digital billboard location; however, there is a mobile home park located to the west of the office/business park at 13102 Partridge Street. The nearest mobile home to the sign location is approximately 415 feet away. No changes to the existing parcel—other than construction of the digital LED billboard—are proposed.

Utility connections (electrical) for the digital LED billboard would be provided as part of the project. No structures or buildings other than the sign pole and digital LED billboard facing are proposed. Construction would include drilling of a hole for the sign pole, pouring of anchors, erection of the sign pole, and installation of the digital LED display atop the sign pole.

Provided the applicants' site plan is approved, it is anticipated that the project applicant will also enter into a relocation agreement with the City of Garden Grove consistent with the terms of Garden Grove Municipal Code 9.20.110 and conditions of the site plan approvals.

2.9 - Surrounding Land Uses

The proposed LED digital billboard location is within a fully developed area of the City, surrounded on all sides by existing development and/or public rights-of-way. Immediately to the south, southeast and east of the proposed LED billboard location is the SR-22 Freeway and a westbound on-ramp. To the north of the project site, on the opposite side of Garden Grove Boulevard, are two (2) hotels and a service station. A mobile home park and office uses are located to the west of the office/business park; the nearest mobile home is located approximately 415 feet west of the proposed billboard. On the south side of the freeway, opposite the project site, is a school, Dwight D Eisenhower Elementary. To the west and east of the school are single-family homes, with those to the east being closer to the proposed billboard location. The nearest single-family home in this area is approximately 440 feet from the proposed billboard location, at 13111 Lily Street. Table 2.9-1 (Surrounding Land Uses) lists the existing land use, General Plan designations, and zoning districts surrounding the project site.

Table 2.9-1
Surrounding Land Uses

Direction General Plan Designation		Zoning District	Existing Land Use	
Project Site	International West Mixed Use	Planned Unit Development (PUD-102-74)	Office/Commercial	
North	Light Commercial	C-1	Hotel	
North	Light Commercial	C-1	Hotel	
Northeast	Light Commercial	C-1	Service Station	
South	uth N/A N/A		SR-22 Freeway	
Southwest	N/A	N/A	SR-22 Freeway	
East	N/A	N/A	SR-22 Freeway	
West	Community Residential	R-3	Single-family homes/manufactured homes	
West	International West Mixed Use	HCSP-OP	Office	
Northwest	International West Mixed Use	PUD-136-00	Apartments	

2.10 - Environmental Setting

The proposed digital LED billboard sign would be located adjacent to the SR-22 Freeway within the Garden Grove SR-22 Freeway Corridor in the City of Garden Grove. Garden Grove is located in north-central Orange County and is bounded by the cities of Stanton and Seal Beach to the west, Anaheim to the north, Santa Ana and Orange to the east, and Westminster, Santa Ana, and Fountain Valley to the south. The SR-22 Freeway traverses Garden Grove, and provides access to the regional freeway network, which includes Interstate 5 to the east and Interstate 405 to the west. Land uses surrounding the City of Garden Grove are a mix of suburban residential, commercial, and industrial. The City of Garden Grove is a fully urbanized area, with limited vacant land available for development. The project vicinity is completely urbanized and built out (Exhibit 2 Vicinity Map).

2.11 - Other Public Agency Whose Approval Is Required

The applicant will be required to obtain a Department of Transportation Outdoor Advertising Act Permit from the California Department of Transportation (Caltrans).

2.12 - Regulatory Provisions

Federal: The Federal Highway Beautification Act of 1965 (23 U.S.C. § 131) provides for the control of outdoor advertising, including removal of certain types of signs, along the interstate highway system. The Act is enforced by the Federal Highway Administration (FHWA). As part of its enforcement effort, the FHWA has entered into agreements regarding the Act with state departments of transportation. The agreements with California are described under State provisions, below.

In addition, the FHWA has responded to the development of signs that present changing messages, either mechanically or digitally, with an interpretation of its agreements with the states pursuant to the Highway Beautification Act. The FHWA discussed changeable message signs in a Memorandum dated

July 17, 1996, concluding that a state could reasonably interpret the provisions of its agreement with the FHWA "...to allow changeable message signs."

The FHWA issued a subsequent memorandum on September 25, 2007 on the subject of off-premises changeable electronic variable message signs (CEVMS). The memorandum stated that proposed laws, regulations, and procedures that allowed changeable message signs subject to acceptable criteria would not violate the prohibition on "intermittent, flashing, or moving" signs as used in the state agreements. The 2007 memorandum identified ranges of acceptability relating to key location and operational characteristics, which have resulted in consistent basic guidelines throughout the country:

- Brightness: The sign brightness should be adjusted to respond to changes in light levels.
- Duration of Message: Duration of display is generally between 4 and 10 seconds; 8 seconds is recommended.
- Transition Time: Transition between messages is generally between 1 and 4 seconds; 1 to 2 seconds is recommended.
- Spacing: Spacing between signs should not be less than the minimum specified for other billboards, or greater if deemed required for safety.
- Locations: Location criteria are the same as for other signs unless it is determined that specific locations are inappropriate.

The memorandum also refers to other standards that have been found helpful to ensure driver safety, including a default designed to freeze the display in one still position if a malfunction occurs; a process for modifying displays and lighting levels where directed by the state departments of transportation to assure safety of the motoring public; and requirements that a display contain static messages without movement such as animation, flashing, scrolling, or intermittent or full-motion video.

State: The California Department of Transportation (Caltrans) is involved in the control of offsite displays along state highways. Such displays advertise products or services of businesses located on properties other than that which the display is located. Caltrans does not regulate on-site displays. The California Outdoor Advertising act contains a number of provisions relating to the construction and operation of billboards:

- The sign must be constructed to withstand a wind pressure of 20 pounds per square feet of exposed surface (§5401).
- No sign shall display any statements or words of an obscene, indecent, or immoral character (§5402).
- No sign shall display flashing, intermittent or moving light or lights (§5403[h]).
- Signs are restricted from areas within 300 feet of an intersection of highways or of highway and railroad rights-of-way, but a sign may be located at the point of interception, as long as a clear view is allowed for 300 feet, and no sign shall be installed that would prevent a traveler from obtaining a clear view of approaching vehicles for a distance of 500 feet along the highway (§5404).
- Message center signs may not include any illumination or message change that is in motion or appears to be in motion or that changes or exposes a message for less than four seconds. No message center sign may be located within 500 feet of an existing billboard, or 1,000 feet of another message center display, on the same side of the highway (§5405).
- No advertising display may be placed or maintained on property adjacent to a section of a freeway that has been landscaped if the advertising display is designed to be viewed primarily by persons traveling on the main–traveled way of the landscaped freeway (§ 5440).

Some freeways are classified as "landscaped freeways." A landscaped freeway is defined as one that is now, or may in the future be, improved by the planting of lawns, trees, shrubs, flowers, or other ornamental vegetation requiring reasonable maintenance on one or both sides of the freeway (§5216). Off-premise displays are not allowed along landscaped freeways except when approved as part of relocation agreements. However, Caltrans has interpreted these provisions as allowing new billboards along such freeway segments if a relocation agreement has been approved pursuant to §5412 of the Outdoor Advertising Act.

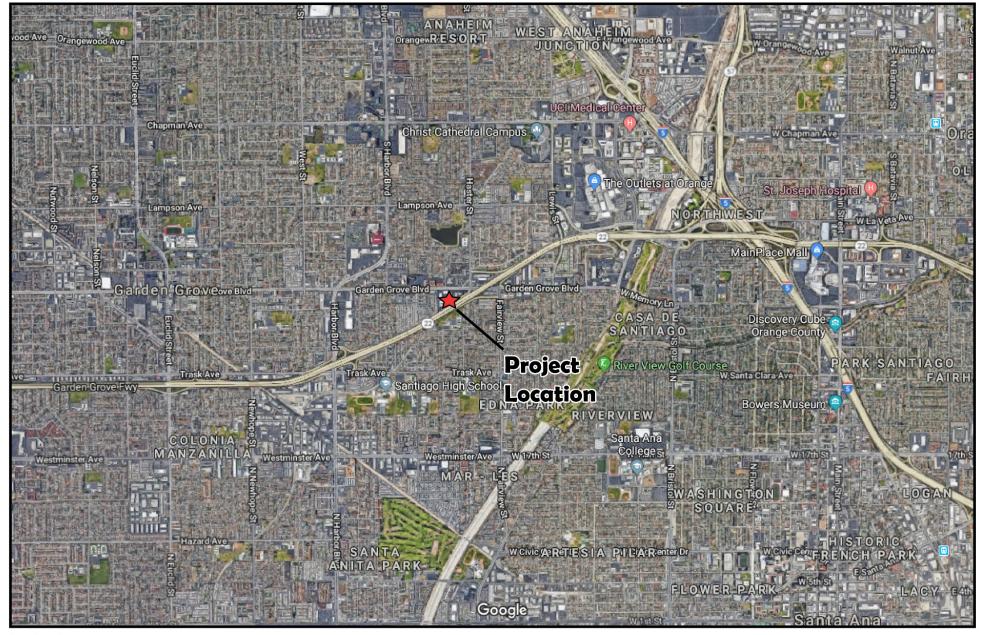
Additional restrictions on outdoor signage are found in the California Vehicle Code. Vehicle Code §21466.5 prohibits the placing of any light source "...of any color of such brilliance as to impair the vision of drivers upon the highway." Specific standards for measuring light sources are provided. The restrictions may be enforced by Caltrans, the California Highway Patrol, or local authorities.

The FHWA has entered into written agreements with various states as part of implementation of the Highway Beautification Act, including written agreements dated May 1965 and February 1968. The agreements generally provide that the State would control the construction of all outdoor advertising signs, displays, and devices within 660 feet of the interstate highway right-of-way. The agreements provide that such signs shall be erected only in commercial or industrial zones, and are subject to the following restrictions:

- No signs shall imitate or resemble any official traffic sign, signal, or device, nor shall signs obstruct or interfere with official signs.
- No signs shall be erected on rocks or other natural features.
- Signs shall be no larger than 25 feet in height and 60 feet in width, excluding border, trim, and supports.
- Signs on the same side of the freeway must be separated by at least 500 feet.
- Signs shall not include any flashing, intermittent or moving lights, and shall not emit light that could obstruct or impair the vision of any driver.

California regulates outdoor advertising in the Outdoor Advertising Act (Business and Professions Code §5240 et seq.). Caltrans enforces the law and regulations. Caltrans requires applicants for new outdoor lighting to demonstrate that the owner of the parcel consents to the placement sign, that the parcel on which the sign would be located is zoned commercial or industrial, and that local building permits are obtained and complied with. A digital LED billboard is identified as a "message center" in the statute, which is an advertising display where the message is changed more than once every two minutes, but no more than once every four seconds (Business and Professions Code §5216.4).

Local: The Garden Grove Municipal Code includes sign standards for billboards (Municipal Code §9.20.110: Billboards) that allows for the construction of new billboards within the City only upon relocation of existing billboards. The sign standards prohibit relocation of billboards to a site that is closer than 300 feet to an existing billboard. The standards also provide maximum square footages for sign faces, and prohibits the construction of any electronic billboard within 1,000 feet of any other electronic billboard or within 350 feet of any residentially zoned property.





http://www.migcom.com • 951-787-9222



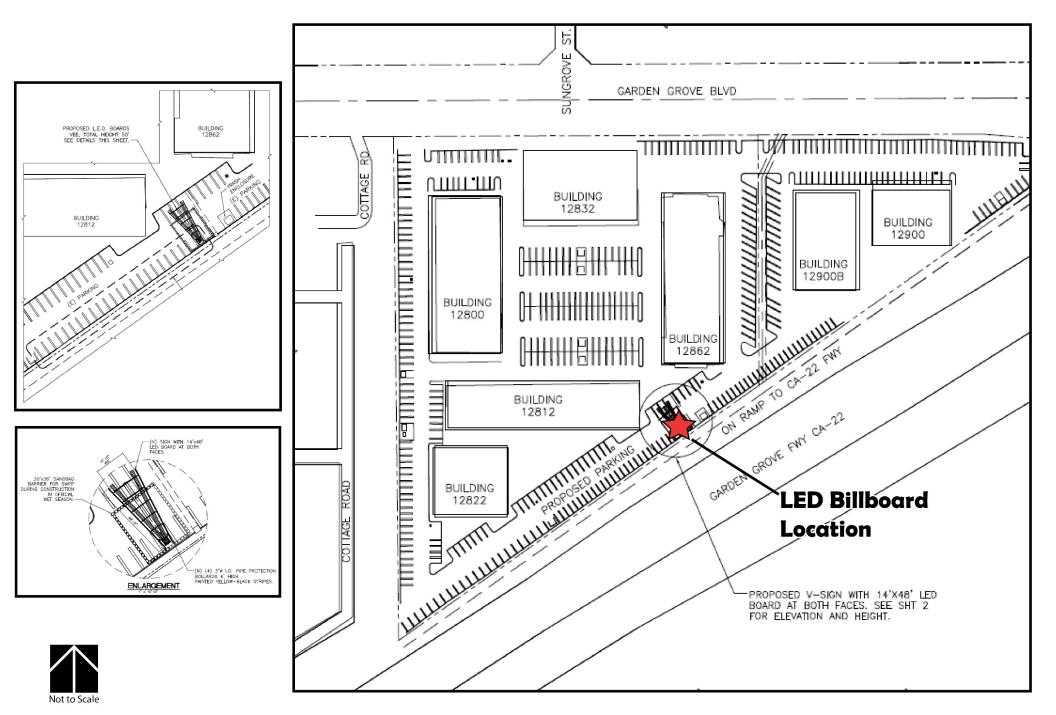






http://www.migcom.com • 951-787-9222

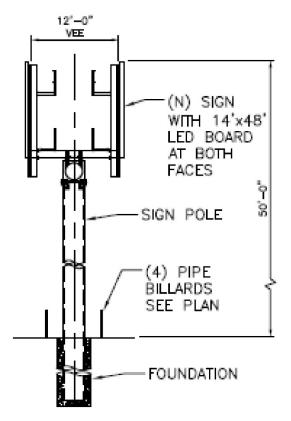




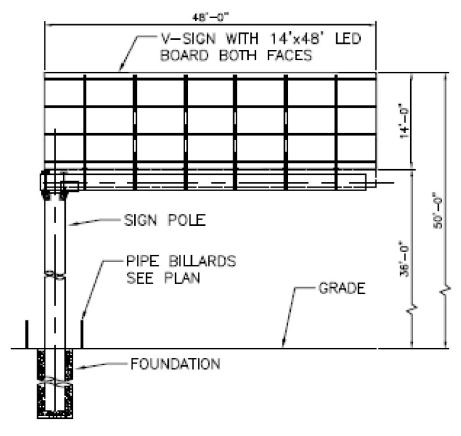
http://www.migcom.com • 951-787-9222



1408350.1 Page 241 of 494



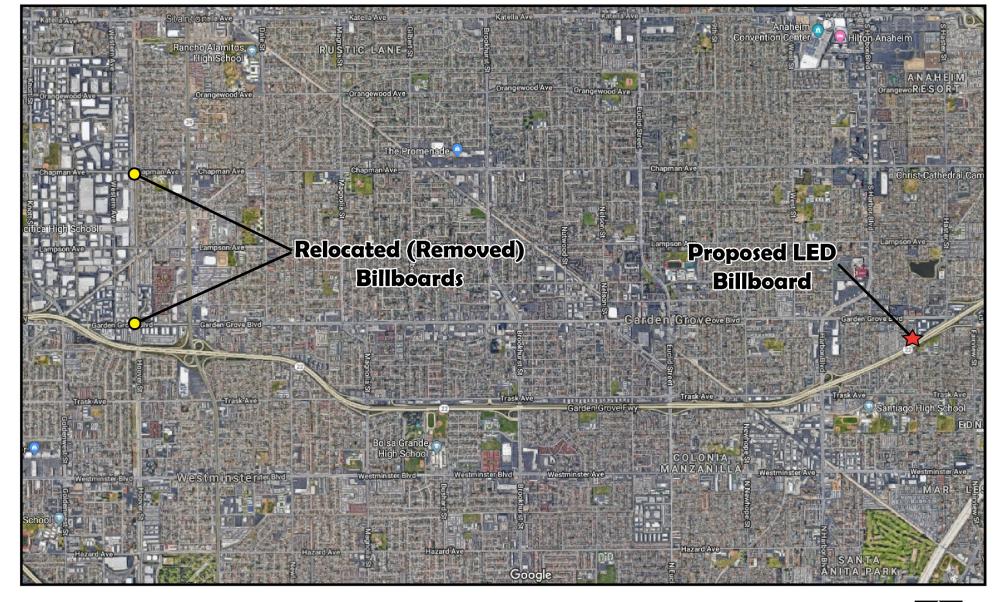




EAST ELEVATION OF PROPOSED V-SIGN

http://www.migcom.com • 951-787-9222

1408350.1 Page 243 of 494



O - One Sign Pole with Two Sign Faces



Exhibit 5 Relocation (Removal) Plan



1408350.1 20 Page 245 of 494

3.1 - Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a 'Potentially Significant Impact' as indicated by the checklist on the following pages.

Aesthetics	Agriculture Resources		Air Quality	
Biological Resources	Cultural Resources		Energy	
Geology /Soils	Greenhouse Gas Emissions		Hazards & Hazardous Materials	
Hydrology / Water Quality	Land Use / Planning		Mineral Resources	
Noise	Population/Housing		Public Services	
Recreation	Transportation Utilities / Service Systems		Tribal Cultural Resources	
Utilities/Service Systems	Wildfire		Mandatory Findings of Significance	

3.2 - Determination

	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.					
✓	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION would be prepared.					
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.					
	I find that the proposed project MAY have a 'potentially significant impact' or 'potentially significant unless mitigated' impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.					
	I find that although the proposed project could have a significant effect on the environment because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.					
Name	e: Paul Guerrero, Senior Program Specialist Date					

4 Evaluation of Environmental Impacts

4.1 - Aesthetics

Except as provided in Public Resources Code Section 21099, would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect on a scenic vista?			\checkmark	
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within view from a state scenic highway?				✓
c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			✓	
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		✓		

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. Scenic vistas can be impacted by development in two ways. First, a structure may be constructed that blocks the view of a vista. Second, the vista itself may be altered (i.e., development on a scenic hillside). The Garden Grove 2030 General Plan does not identify any scenic vistas within the City. Therefore, the Garden Grove (SR-22) Freeway corridor, within which the proposed sign would be constructed, is not considered to be within or to comprise any portion of a scenic vista. The primary scenic view from the project site is of the Santa Ana Mountains to the east. The project is located on a developed commercial site adjacent to the SR-22 Freeway, within a fully

1408350.1

23

¹ City of Garden Grove. Garden Grove General Plan 2030.

urbanized area of the City of Garden Grove and surrounding area is visually dominated by commercial land uses and surface street features. Views of the Santa Ana Mountains are already partially or completely obscured by existing development and landscaping including buildings, trees, utility poles, and the above-grade freeway. Development of the digital LED billboard would be consistent in type and scale with existing surrounding commercial and industrial development, as there are multiple large commercial and industrial buildings in the vicinity where the digital LED billboard would be located. Furthermore, as views of the mountains to the east are currently not available at these locations, the project would not substantially block any scenic views.

As shown in Exhibits 6a through 6c (Appendix A Visual Impact Simulation), the proposed digital LED billboard would not have a substantial adverse effect on views of a scenic vista from these locations. The sign would be oriented directly towards the view path of vehicles traveling on the SR-22 Freeway and would not be directly facing any residential homes. Adherence to the height restrictions and City Code Standards (Municipal Code Section 9.20.110: Billboards) of the Garden Grove (SR-22) Freeway Corridor, as well as the standards set out in the Outdoor Advertising Act and the Business and Professions Code §5240 et seq., would ensure that impacts to scenic vistas would be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within view from a state scenic highway?

No Impact. The proposed digital LED billboard would not be located adjacent to a designated state scenic highway or eligible state scenic highway, as identified on the California Scenic Highway Mapping System. Moreover, the Garden Grove 2030 General Plan does not identify any scenic resources within the City. The proposed digital LED billboard would be located in a fully developed, urbanized area that contains no scenic resources. Therefore, no impact to scenic resources visible from a state scenic highway would occur.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less Than Significant Impact. Degradation of visual character or quality is defined by substantial changes to the existing site appearance through construction of structures such that they are poorly designed or conflict with the site's existing surroundings. Operation of the proposed digital LED billboard would not substantially alter the existing visual character of the site or area (see Exhibit 6a-6d). These types of signs are common in urban areas adjacent to freeways and other high-traffic volume roadways. Similar digital billboards have been developed along the SR-22 Freeway with no significant adverse effect.

The project site is currently occupied by a commercial office and business. All existing building features on the site would be retained with development of the proposed project. The proposed sign would be reviewed by city staff as part of the approval process, and design parameters would be imposed by the

² California Department of Transportation. *California Scenic Highway Mapping System: Orange County*. [Accessed March 2019].

³ City of Garden Grove. Garden Grove General Plan 2030.

City based on Section 9.20.110 of the Municipal Code (Billboards).⁴ The proposed digital LED billboard would not exceed 50 feet in height, as measured from finished grade to the top of the digital LED billboard structure, and would not be located within 350 feet of any residentially zoned property, as regulated in the City's Municipal Code standards. As the project vicinity is characterized by highway-oriented commercial uses, it is not anticipated to substantially degrade the existing visual character or quality of the site and its surroundings. Additionally, as discussed above, the sign would not conflict with any protected views and is consistent with surrounding uses. Impacts would be less than significant.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact with Mitigation Incorporated. Excessive or inappropriately directed lighting can adversely impact night-time views by reducing the ability to see the night sky and stars. Glare can be caused from unshielded or misdirected lighting sources. Reflective surfaces (i.e., polished metal) can also cause glare. Impacts associated with glare range from simple nuisance to potentially dangerous situations (i.e., if glare is directed into the eyes of motorists). Digital billboards rely on LED (light-emitting diode) technology to display messages on a display screen. The lighting of any proposed digital LED billboard sign would be designed to make the message display visible to passing motorists. Digital LED billboard technology allows sign brightness to be adjusted automatically depending on ambient lighting and weather conditions. The display, for example, is brighter in the daytime than at night-time and responds to changes in the ambient light conditions.

The proposed digital LED billboard would require a Department of Transportation Outdoor Advertising Act Permit from Caltrans. As a condition of that permit, digital LED billboard signs are required to comply with the brightness requirements outlined in the Outdoor Advertising Act in that the illumination shall not be of such brilliance or so positioned as to cause a hazardous condition on adjacent highways. The standard used by Caltrans for enforcing sign brightness is as follows:

"The brightness reading of an objectionable light source shall be measured with a 1½ degree photoelectric brightness meter placed at the driver's point of view. The maximum measured brightness of the light source within 10 degrees from the driver's normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less, the measured brightness of the light source in foot-lamberts shall not exceed 500 plus 100 times the angle, in degrees, between the driver's line of sight and the light source." ⁵

Although these restrictions have been imposed for traffic safety reasons, the resulting controls effectively regulate the operation of digital LED billboard signs to ensure that individual signs do not create a substantial new source of light or glare.

Development of the proposed digital LED billboard would comply with guidelines of the Outdoor Advertising Association of America (OAAA). These guidelines specify that lighting levels from a digital billboard would not exceed 0.3 foot-candles over ambient levels, as measured using a foot-candle meter at a pre-set distance based on the size of the sign. The OAAA guidelines draw from recommendations in the OAAA-commissioned report, Digital Billboard Recommendations and Comparisons to

*1408350.*1 Page 250²6 494

_

⁴ City of Garden Grove. Garden Grove Municipal Code, 2018.

California Business and Professions Code Section 5403 and California Vehicle Code Section 214466.5. [Accessed March 2019].

Conventional Billboards.⁶ This report developed a method for specification of brightness limits for LED signs based on accepted practice by the Illuminating Engineering Society of North America (IESNA). The report established criteria for brightness limits based on billboard-to-viewer measurements for standardized billboard categories. The recommended brightness level is 0.3 foot-candles above ambient light conditions. Illuminance can be measured simply by using a foot-candle meter held at a height of approximately five feet and aimed towards a sign consistent with the sign-to-viewer distance. A reading of no more than 0.3 foot-candles above ambient light conditions would indicate compliance.

While the City does not have zoning ordinance regulations specifically regulating light from advertising signs, Section 9-20-110(B)(2)(f) of the Garden Grove Municipal Code states that lighting "shall not result in an adverse aesthetic or illumination nuisance upon any surrounding residential neighborhood." Furthermore, Municipal Code Section 9-20-110(D)(3)(i) establishes brightness criteria for Billboard Digital Displays. To comply with these standards and guidelines, Mitigation Measure AE-1 and AE-2 are included. With mitigation incorporated, impacts would be less than significant.

Mitigation Measures

AES-1: The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face at all times upon initial start-up through field-testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with statutory requirements. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.

AES-2: Signs shall be installed with sensors, which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time, so it does not exceed the level of illumination identified under Mitigation Measure AE-1.

_

Lewin, Ian. Lighting Sciences, Inc. *Digital Billboard Recommendations and Comparisons to Conventional Billboards*. 2007.





http://www.migcom.com • 951-787-9222





This Page is Intentionally Left Blank

28 Page 253 of 494



View #1: From Westbound Travel Lanes on SR-22 Freeway (Proposed LED Billboard)

This Page is Intentionally Left Blank

1408350.1 Page 255 of 494



View #2: From Garden Grove Blvd. & Haster St. SR-22 Freeway On-Ramp (Proposed LED Billboard)

http://www.migcom.com • 951-787-9222

This Page is Intentionally Left Blank

1408350.1 Page 257 of 494



View #3: From Eastbound Travel Lanes on SR-22 Freeway

This Page is Intentionally Left Blank

1408350.1 Page 259 of 494

4.2 - Agriculture and Forest Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project, and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				~
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104 (g))?				✓
d)	Result in loss of forest land or conversion of forest land to non-forest use?				✓
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				✓

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. The project site as well as the locations of the off-site billboards to be removed are developed and are not designated as Prime Farmland, Unique Farmland, or Farmland or Statewide Importance by the Garden Grove General Plan land use map. The project site is entirely developed, no farmland occurs on the project site. In addition, the project has no proposed agricultural production. Therefore, the proposed project would not covert any designated farmland. As the site has been previously developed with parking areas and existing buildings the proposed project would result in no impact.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. Williamson Act contracts are formed between a county or city and a landowner for the purposes of restricting specific parcels of land to agricultural preserve areas. ⁷ The project site does not contain any agricultural uses nor is it zoned for agricultural use. No active Williamson Act contracts pertain to the project site. Therefore, no impact would occur.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104 (g))?

No Impact. The project site is developed and located in an urbanized area of the City of Garden Grove with no timberland resources onsite. The project site has a zoning designation of PUD-102-74, and a General Plan land use designation of International West Mixed Use. Both land uses do not allow for forest land or timberland production. Therefore, the proposed project would not conflict with existing zoning or cause rezoning of forest land. Therefore, no impact would occur.

d) Result in loss of forest land or conversion of forest land to non-forest use?

No Impact. According to the City of Garden Grove General Plan 2030 no forest lands occur within the City of Garden Grove. Therefore, the proposed project would not result in the loss of forest land or conversion of forest land to non-forest use.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No Impact. The proposed project is a digital LED billboard sign that will be installed in a paved parking area. No agricultural or farmland occurs on the site. The project site is zoned PUD-102-74, and no forest lands, farmland or agricultural uses are allowed. Therefore, the proposed project would not involve changes in the existing environment which would result in conversion of farmland to non-agricultural use or the conversion of forest lands to non-forest use. Therefore, no impact would occur.

⁷ ftp://ftp.consrv.ca.gov/pub/dlrp/wa/

4.3 – Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Analysis of air quality impacts is based on the Air Quality and Greenhouse Gas Modeling Results contained in Appendix B. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a)	Conflict with or obstruct implementation of the applicable air quality plan?				✓
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			✓	
c)	Expose sensitive receptors to substantial pollutant concentrations			✓	
d)	Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?			✓	

a) Conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The City of Garden Grove is located within the South Coast Air Basin (Basin) under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). SCAQMD and the Southern California Association of Governments (SCAG) are responsible for formulating and implementing the Air Quality Management Plan (AQMP) for the Basin. The AQMP is a series of plans for the purpose of reaching short-and long-term goals for those pollutants for which the Basin is designated as a "nonattainment" area because it does not meet Federal and/or State Ambient Air Quality Standards (AAQS). To determine consistency between the project and the AQMP, the project must comply with all applicable SCAQMD rules and regulations, comply with all proposed or adopted control measures, and be consistent with the growth forecasts utilized in preparation of the Plan.

A significant impact could occur if the proposed project conflicts with or obstructs implementation of the South Coast Air Basin 2016 AQMP. Conflicts and obstructions that hinder implementation of the AQMP can delay efforts to meet attainment deadlines for criteria pollutants and maintaining existing compliance with applicable air quality standards. Pursuant to the methodology provided in Chapter 12

1408350.1 Page 262 37 494

of the 1993 SCAQMD CEQA Air Quality Handbook, consistency with the South Coast Air Basin 2016 AQMP is affirmed when a project meets the following:

- 1. does not increase the frequency or severity of an air quality standards violation or cause a new violation and
- 2. is consistent with the growth assumptions in the AQMP.

The proposed project does not increase the frequency or severity of an air quality standards violation as noted in Table 4.3-1 and Table 4.3-2. The proposed project does not include any proposed housing. Based on the Criteria 1 and 2 the proposed project is consistent with the AQMP therefore no impact would occur.

Table 4.3-1
South Coast Air Basin Attainment Status – North Orange County

Pollutant	Federal	State
O ₃ (8-hr)	N/A	Nonattainment
O ₃ (8-hr)	Nonattainment	Nonattainment
PM10	Nonattainment	Nonattainment
PM ^{2.5}	Nonattainment	Nonattainment
CO	Attainment	Nonattainment
NO ₂	Attainment	Nonattainment
SO ₂	Attainment	Attainment
Pb	Nonattainment	Nonattainment
Source: CARB 2015		

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less Than Significant Impact. A project may have a significant impact if project-related emissions will exceed Federal, State, or regional standards or thresholds, or if project-related emissions will substantially contribute to existing or project air quality violations. The proposed project is located within the South Coast Air Basin, efforts to attain State or Federal air quality standards are governed by the SCAQMD. Both the State and Federal governments have established health based ambient air quality standards (AAQS). The SCAQMD has prepared the AQMP to set forth a comprehensive and integrated program that would lead the Basin into compliance with the Federal 24-hour PM_{2.5} air quality standard and to provide an update to the SCAQMD's commitments toward meeting the Federal 8-hour ozone standards.

Construction Emissions

Short-term criteria pollutant emissions would occur during site preparation and construction of the pole sign. Construction of the proposed digital LED billboard would not require demolition of any existing buildings or structures, nor would it require any site grading or other earth moving activities. Removal of the existing static billboards will require minimal demolition activities consisting of deconstruction of the sign faces, removal of the sign poles, and removal of the sign foundations. Architectural coatings would also not be required, as the prefabricated signs would come factory coated. As such, user-defined CalEEMod inputs were used to simulate trenching and erecting of a single digital LED billboard. Emissions would occur from use of equipment, worker, vendor, and hauling trips, and disturbance of onsite soils (fugitive dust). To determine if construction of the proposed project could result in a

significant air quality impact, the CalEEMod has been utilized. CalEEMod defaults have generally been used as construction inputs into the model (see Appendix B for input values). The methodology for calculating emissions is included in the CalEEMod User Guide, available at http://www.caleemod.com. Construction of the digital LED billboard is anticipated to be completed in mid-2019, with the first operational year being 2020. The results of the CalEEMod outputs are summarized in Table 4.3-2 (Maximum Daily Construction Emissions). Based on the results of the model, maximum daily emissions from the construction of the digital LED billboard would not exceed the daily thresholds established by SCAQMD.

Table 4.3-2

Maximum Daily Construction Emissions (Ibs./day)

	,			•	• ,	
Year	ROG*	NOX	CO	SO2	PM10	PM2.5
		Sumi	mer			
2019	1.0016	9.8207	8.1397	0.0	1.4	0.9567
Winter						
2019	1.0	9.8207	8.0987	0.0	1.4	0.9567
SCAQMD Threshold	75	100	550	150	150	55
Significant Impact?	No	No	No	No	No	No
Source: MIG, 2019.						
*Volatile organic compounds (VOC) are measured as reactive organic compounds (ROG)						

Operational Emissions

Due to its small-scale nature, the proposed project would not have any direct operational impacts that would affect air quality. The proposed digital LED billboard would use a nominal amount of electricity for illumination purposes, and it is assumed that over time the portion of the sign column without aluminum cladding would require repainting, resulting in emissions from the evaporation of solvents contained in paints, varnishes, primers, and other surface coatings as part of maintenance. It is also assumed that due to the multitude of LED lights inherent to digital billboard signs, the electricity consumption from digital LED billboards would be greater than the electricity consumption of static signs. However, these impacts are expected to be minimal.

According to a 2014 San Diego Gas & Electric study on digital billboard energy use in California, previous reports studying the energy use of digital LED billboards present up to a six-fold difference in annual energy use, ranging from around 50,000- to over 300,000- kilowatt- hours per year, among equipment from different manufacturers installed around the country. In addition, digital LED billboard efficiency has improved as LED technology has matured, and today, annual energy use of new products is likely to be on the lower end of that range. Incorporating some key assumptions about brightness levels, operating conditions, size, and display content, the study calculated a typical, current generation digital billboard (14 feet by 48 feet) to use between 29,000- and 94,000-kilowatt-hours per year. By focusing on the two energy saving measures that offer the greatest potential, high quality LEDs and tighter brightness control settings, the study estimates potential annual energy savings of around 85% per sign.¹¹

It is assumed that the proposed sign would employ the current generation of high quality, energy efficient LEDs. Moreover, the incorporated Aesthetics Mitigation Measures would control for brightness during both the day and night. Therefore, given the annual reduction in energy that can be expected from high quality LEDs and brightness control, it can be estimated that the proposed sign would use between 29,000- and 94,000-kilowatt hours per year. Furthermore, operation of the proposed digital LED billboard would not generate customer trips and would only require periodic maintenance visits.

1408350.1 Page 264 39 494

The proposed project would not impact traffic levels on SR-22 Freeway, and as such no other mobile-source emissions impacts would occur, including carbon monoxide impacts. As there are no mobile sources or direct emissions associated with operation of the proposed billboard, the proposed project's operational emissions are anticipated to be nominal and less than significant.

The Basin is currently in non-attainment standards for State, Federal criteria pollutants ozone, nitrogen dioxide, and fine particulate matter (PM_{2.5 and} PM₁₀₎ ⁸. Short-term, construction-related emissions and long-term, operational emissions from the proposed digital LED billboard project would not contribute considerably to any potential cumulative air quality impact. The project would contribute a minimal amount of criteria pollutants to the area during the short-term project construction and operation.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. Sensitive receptors would include uses occupied by children or the elderly such as hospitals, parks, and residential homes. The nearest sensitive receptors are located approximately 415 feet west of the proposed sign location. Because short-term project and operational emissions would not exceed any SCAQMD daily threshold, no impact will occur.

d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?

Less Than Significant Impact. According to the CEQA Air Quality Handbook, land uses associated with odor complaints include agricultural operations, wastewater treatment plants, landfills, and certain industrial operations such as manufacturing uses that produce chemicals, and paper. Odors are associated with industrial projects including the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing process, as well as sewage treatment facilities and landfills. The proposed digital LED billboard signs do not include any of the above noted uses or processes therefore no impact would occur.

1408350.1

⁸ United States Environmental Protection Agency. *The Green Book Nonattainment Areas for Criteria Pollutants*. www.epa.gov/oar/oaqps/greenbk/index.html [Accessed March 2019]

4.4 - Biological Resources

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?				✓
c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			✓	
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

1408350.1 Page 266 6 494

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. The project site is located in a developed office/business park in the City of Garden Grove, and the project site is devoid of any native habitat. According to the California Native Diversity Database (CNDDB), 18 sensitive wildlife species and 8 sensitive plant species have the potential to occur within 1-mile of the project area (Appendix C Biological Resources Results). Due to the highly developed nature of the project site, and surrounding areas there is a low probability of sensitive species occurring within the project site. No occurrence of any designated protected species under the Federal Endangered Species Act or California Species of Special Concern have been known to occur onsite due to a lack of suitable habitat. Therefore, the proposed project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Therefore, no impact would occur.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?

No Impact. According to the United States National Wetlands Inventory (NWI), no riparian habitat or other sensitive natural community identified in the Garden Grove 2030 General Plan or by the California Department of Fish and Wildlife or US Fish and Wildlife Service occurs on the project site. Therefore, no impact would occur.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. The project site is located in an urban developed parcel of land in the City of Garden Grove. According to the NWI⁹, and City of Garden Grove 2030 General Plan Land Use Map, no State or Federally protected wetlands occur on the project site. A Riverine water feature occurs over 585 feet west of the project site. This feature would not be impacted by implementation of the proposed project as no planned work will occur in the channel or vicinity of the channel. As such, no impact to riparian habitat or other sensitive natural habitat would occur.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. The digital LED billboard will be constructed within an existing developed parcel of land adjacent to the SR 22 Freeway. The digital LED billboard would not restrict or close any wildlife habitat corridors or disturb any native habitat. The project site is a fully paved site with landscaped ornamental vegetation found throughout. The proposed digital LED billboard would not occupy any sensitive habitat areas or interfere with the movement of any native resident or

1408350.1

42

⁹ United States Fish and Wildlife Service National Wetlands Inventory [Accessed March 10, 2019]

migratory wildlife species. No riparian habitat occurs on the project site; therefore, the project would not interfere with any fish populations. Furthermore, no native wildlife nurseries occur on the project site. Native avian species may occupy urban sites; however, with adherence to existing City of Garden Grove General Plan 2030 policies, and Municipal Code regulations, disturbance to nesting avian species would be less than significant. Finally, there is no evidence that migratory birds would be nesting on or within the existing signs that are proposed to be removed as part of the project. Therefore, the proposed project would have a less than significant impact.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The City of Garden Grove Tree Ordinance protects trees within public highway, park, or public places. Trees within private developments would not be subject to comply with the City of Garden Grove Tree Ordinance. Local policies protecting tree resources, or a tree preservation ordinance would not apply to the landscaped areas on the project site. In addition, biological resources onsite include non-native trees and shrubs onsite. Therefore, the proposed project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. As such the proposed project would have no impact.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The proposed project site would occupy an area in a previously developed parking where no native habitat occurs. The proposed project is not located in an area that would not be subject to any Habitat Conservation Plans or Natural Community Conservation Plan. Therefore, the proposed project would not conflict with the provisions of any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

1408350.1 Page 268 6 494

4.5 - Cultural Resources

Impacts to cultural resources were evaluated based on information in the cultural resources results (see Appendix D for detail).

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?				✓
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?		✓		
C) Disturb any human remains, including those interred outside of formal cemeteries?		✓		

a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?

No Impact. The Garden Grove 2030 General Plan EIR indicates that there are approximately 132 locally significant buildings within the City. The proposed project site does not satisfy any of the criteria for a historic resource defined in Section 15064.5 of the State CEQA Guidelines. No known historically or culturally significant resources, structures, buildings, or objects are located on the proposed site. The City contains no Federal or State-designated historic resources. Furthermore, installation of the pole sign and digital display would not involve any changes to existing buildings or structures; the only change would be the actual physical construction of the digital LED billboard within a developed parking lot. As such, development of the proposed project would not cause an adverse change in the significance of a historical resource and impacts to historic resources are not anticipated. Therefore, no impact would occur.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?

Less than Significant Impact with Mitigation Incorporated. The City of Garden Grove is a built-out area with limited open space areas. Garden Grove has been extensively developed and the likelihood of identifying previously unidentified archaeological resources is low. The proposed project would install a digital LED billboard by trenching and excavating soil to a six-foot depth to install the base and foundation for the digital LED billboard. The project site is currently occupied with commercial uses in a heavily urbanized area that has been previously disturbed and heavily affected by past development activities, likely to a depth of up to 6 feet beneath grade. In the unlikely event that, archeological materials are uncovered during the removal of existing billboards, and the relocation and installation of the new digital LED billboard, Mitigation Measure CUL-1 and CUL-2 shall be applicable to ensure that

uncovered resources are evaluated, left in place if feasible, or curated as recommended by a qualified Archeologist. Impacts to buried cultural resources would be less than significant with incorporation of mitigation.

Mitigation Measure CUL-1: Conduct Archaeological Sensitivity Training for Construction Personnel. The project proponent shall retain a qualified professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards, to conduct Archaeological Sensitivity Training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resources professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The training session will include a handout and will focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological monitors, and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation if one is necessary.

Mitigation Measure CUL-2: Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered. In the event that archaeological resources are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until a qualified archaeologist has examined the newly discovered artifact(s) and has evaluated the area of the find. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by a qualified professional archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. Should the newly discovered artifacts be determined to be prehistoric, Native American Tribes/Individuals will be contacted and consulted and Native American construction monitoring should be initiated. The Applicant and City shall coordinate with the archaeologist to develop an appropriate treatment plan for the resources. The plan may include implementation of archaeological data recovery excavations to address treatment of the resource along with subsequent laboratory processing and analysis.

c) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact with Mitigation Incorporated. The project site is currently occupied with commercial uses in a heavily urbanized area that has been previously disturbed and heavily affected by past development activities. The project consists of the erection and operation of a 50-foot tall digital LED billboard sign. The potential for uncovering significant resources, including Tribal Cultural Resources, at the project site during construction activities is considered unlikely given that no such resources have been discovered during prior development activity on the site. If human remains are encountered during excavations, all work will halt and the County Coroner (Coroner) will be notified (Public Resources Code § 5097.98). The Coroner will determine whether the remains are of forensic interest. If the Coroner determines that the remains are prehistoric, the Coroner will contact the Native American Heritage Commission (NAHC). The NAHC will be responsible for designating the most likely descendant (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 7050.5 of the California Health and Safety Code (H&SC). The MLD will make recommendations within 24 hours of notification by the NAHC. This recommendation may include scientific removal and nondestructive analysis of human remains and items associated with Native American burials (Health & Safety Code § 7050.5). Therefore, impacts would be less than significant with adherence to existing regulations and incorporation of Mitigation Measures CUL-1 and CUL-2.

1408350.1 Page 270 6 494

4.6 - Energy

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction?				✓
b)	Conflict with or obstruct a state of local plan for renewable energy or energy efficiency?			4	

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction?

No Impact. The proposed project, a digital LED billboard, would be subject to all applicable Federal, State, and local building regulations, including the California Building Code (CBC) as approved by the Garden Grove Building & Safety Division. As noted in the City's General Plan 2030 Conservation Element¹⁰, the City of Garden Grove is working toward reducing the largest forms of energy usage such as construction. Energy usage for construction stems from materials, waste and transportation. Construction of the proposed digital LED billboard would not generate any unnecessary waste. All waste materials associated with the demolition and removal of the four (4) existing static billboards and two (2) sign poles would be recycled or deposited in landfills in compliance with Federal, State and local laws.

Construction of the LED digital billboard would require the use of nonrenewable construction material, such as concrete, metals, and plastics. Nonrenewable resources and energy would also be consumed during the manufacturing and transportation, and construction of the signs. The scope of construction activities, however, is minimal with removal activities occurring in a 2-week period and construction activities lasting 2 to 4 weeks. Large amounts of energy would not be expended, and all construction vehicles would comply with federal and state standards for on- and off-road vehicles (e.g., emission standards set by the California Air Resources Board), meaning wasteful usage of energy would not occur. Construction-related impacts would therefore be less than significant.

Digital billboards are comprised of LEDs, power supplies, cooling systems, lighting controls, and a computer, with LEDs being the largest portion of the energy consumption, particularly during peak demand times when ambient lighting from sunlight is the brightest.¹¹ The annual energy use of a digital

¹⁰ City of Garden Grove General Plan 2030 Conservation Element.

Energy Solutions. 2014. Digital Billboard Energy Use in California. Website: https://www.etccca.com/sites/default/files/reports/et1 4sdg8011_digitalbillboardreport_2014-7.pdf. Accessed June 20, 2019.

billboard can range from 50 to 320 MWh. 12 Energy consumption for the proposed Project is estimated at approximately 66 MWh per year and consistent with the lower end of that range. Digital billboards produced in recent years require significantly less energy (between 50 to 70 percent less, in some cases) than those produced several years ago. 13 In addition, energy savings can come from the use of high quality LEDs and tighter brightness control settings, resulting in up to 85% reduction in power usage. The operational parameters of the proposed project (i.e., 0.3-foot candle at 250 feet), meaning that the signs would always operate at one-sixth of the maximum brightness level for LED billboards, as set forth by California state law, resulting in efficient energy consumption. Moreover, the LED lighting used in the proposed billboard would meet Title 24 requirements for energy efficiency.

Electricity would be provided by Southern California Edison (SCE), which obtains its energy supplies from power plants and natural gas fields in southern California, as well as from energy purchased outside its service area and delivered through high voltage transmission lines and pipelines. Power is generated from various sources, including fossil fuel, hydroelectric, nuclear, wind, and geothermal plants; and is fed into the electrical grid system serving Southern California. SCE is subject to California's Renewables Portfolio Standard, which was established in 2002 under Senate Bill 1078, accelerated in 2006 under Senate Bill 107, and expanded in 2011 under Senate Bill 2. This program requires investor-owned utilities, electric service providers, and community choice aggregators to increase procurement from eligible renewable energy resources to 33 percent of total procurement by 2020. According to the CPUC, as of 2017, SCE already provided 32% of its retail electricity from renewable energy resources. As such, the proposed project's electricity source is expected to be produced and utilized in an efficient manner.

Energy, in the form of fossil fuels, would also be used to fuel vehicles traveling to and from the site to repair or maintain the signs. However, as described in Section 2.17, Transportation, vehicle maintenance trips would be irregular (less than one per month), and the operation of the sign would not generate daily trips. Moreover, maintenance trips would be expected to be less frequent than those associated with maintenance of the 4 sign faces that would be removed under the proposed project.

With respect to lifecycle emissions, although there is no regulatory definition for "lifecycle emissions," the term is generally used to refer to all emissions associated with the creation and existence of a project, including emissions from the manufacture and transportation of component materials, and even emissions from the manufacture of the machines required to produce those materials. However, since it is impossible to accurately estimate the entire chain of emissions associated with any given project, lifecycle analyses are limited in effectiveness and meaning (relative to assessing or reducing Project-specific emissions for the CEQA analysis).

Young. 2010. Illuminating the Issues Digital Signage and Philadelphia's Green Future. Website: http://www.scenic.org/storage/ documents/Digital_Signage_Final_Dec_14_2010.pdf. Accessed June 20, 2019.

Energy Solutions. 2014. Digital Billboard Energy Use in California. Website: https://www.etcc-ca.com/sites/default/files/reports/et 14sdg8011_digitalbillboardreport_2014-7.pdf. Accessed June 20, 2019.

CPUC. 2019. Current Renewable Procurement Status. Website: http://www.cpuc.ca.gov/RPS_Homepage/. Accessed June 20, 2019.

The California Natural Resources Agency ("CNRA") has stated that lifecycle analyses are not required under CEQA¹⁵, and in December 2009 CNRA issued new energy conservation guidelines for EIRs that make no reference to lifecycle emissions.¹⁶ The CNRA explained that: (1) There exists no standard regulatory definition for lifecycle emissions, and (2) Even if a standard definition for 'lifecycle' existed, the term might be interpreted to refer to emissions "beyond those that could be considered 'indirect effects'" as defined by CEQA Guidelines, and therefore, beyond what an EIR is required to estimate and mitigate.¹⁷

In accordance with all of the above, the proposed Project would not encourage activities that result in the use of large amounts of energy, or use of energy in a wasteful manner. Therefore, operational impacts with regard to use of energy would have a less than significant impact.

b) Conflict with or obstruct a state of local plan for renewable energy or energy efficiency?

Less Than Significant Impact. The City of Garden Grove seeks to incorporate energy conservation measures and create renewable energy resources through community design, and innovative building systems that capture efficient technologies. The City of Garden Grove has identified solar energy as the most productive renewable energy. The City of Garden Grove General Plan 2030 Conservation Element have identified several policy measures for projects to identify consistency with:

- **Policy CON-4.1** Integrate energy efficiency and conservation requirements that exceed State standards into the development review and building permit process.
- **Policy CON-4.2** Create incentives such as expedited permit processing, technical assistance, and other methods that will encourage energy efficiency technology and practices.
- **Policy CON-4.3** Integrate energy efficiency and conservation technologies and practices into new City facilities and, where feasible, existing buildings as well as City functions.
- **Policy CON-4.4** Provide public information, marketing, and education to support energy efficiency and energy conservation.
- **CON-IMP-4A** Adopt Energy Efficiency Standards for new and remodeled buildings that exceed Title 24 building standards.
- CON-IMP-AB Create a tree-planting program that provides for the planting of appropriate, water efficient trees in residential, commercial, and civic areas that will reduce city-wide energy needs the heat-island effect through natural cooling.

The proposed digital LED billboard would use electrical power service that is currently provided by Southern California Edison. The proposed digital LED billboard would be constructed pursuant to current electrical codes, including Title 24 of the State Building Code satisfying Policy I CON-4.1 and

California Natural Resources Agency, 2009. Final Statement of Reasons for Regulatory Action: Amendments to the State CEQA Guidelines Addressing Analysis and Mitigation of Greenhouse Gas Emissions Pursuant to SB97, pp. 71–72. Website: http://ceres.ca.gov/ceqa/docs/Final_Statement_of_Reasons.pdf, accessed June 20. 2019.

State CEQA Guidelines, Appendix F. These new guidelines were part of amendments issued pursuant to SB97. A copy of this document is available for public review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, in Case File No. 2007.0903E.

California Natural Resources Agency, 2009. Final Statement of Reasons for Regulatory Action: Amendments to the State CEQA Guidelines Addressing Analysis and Mitigation of Greenhouse Gas Emissions Pursuant to SB97, p. 71. Website: http://ceres.ca.gov/ceqa/docs/Final_Statement_of_Reasons.pdf. Accessed June 20, 2019.

CON-IMP-4A. The proposed project would be subject to site plan review by the City of Garden Grove. If any exemptions or expeditated reviews are feasible the City would provide such. Therefore, the proposed project would comply with Policy CON-4.2. The Garden Grove General Plan 2030 Conservation Element would ensure that electrical energy would be used efficiently. Incorporating some key assumptions about brightness levels, operating conditions, size, and display content, the calculated, current generation digital billboard (14 feet by 48 feet) would use between 29,000- and 94,000-kilowatthours per year. By focusing on the two energy saving measures that offer the greatest potential, high quality LEDs and tighter brightness control settings, potential annual energy savings would be around 85% per sign. It is assumed that the proposed sign would employ the current generation of high quality, energy efficient LEDs. Moreover, the incorporated Aesthetics Mitigation Measures would control for brightness during both the day and night. Therefore, given the annual reduction in energy that can be expected from high quality LEDs and brightness control, it can be estimated that the proposed sign would use between 29,000- and 94,000-kilowatt hours per year. As such, the proposed project would have a less than significant impact with adherence to existing regulations.

1408350.1 Page 274 69 494

4.7 - Geology and Soils

Would the project:

	dud the project.				
		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			✓	
ii)	Strong seismic ground shaking?				
iii)	Seismic-related ground failure, including liquefaction?			✓	
iv)	Landslides?				✓
b)	Result in substantial soil erosion or the loss of topsoil?				✓
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			✓	
d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1997), creating substantial direct or indirect risks to life or property?				✓
e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?				✓

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			✓	
---	--	--	----------	--

- a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:
- a.i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less Than Significant Impact. The City of Garden Grove is located in a seismically active region of Southern California. No Alquist-Priolo Earthquake Fault Zones have been identified in the City. ¹⁸ Two faults associated with the inactive Pelican Hills Fault Zone traverse the central and western portions of the City in a northwest to southwest trending direction. The Newport-Inglewood, Whittier, and Palos Verdes Faults are inactive faults that occur within the City. The Newport-Inglewood, Whittier, and Palos Verdes Faults are the most likely to cause high ground acceleration. The San Andreas Fault has the highest probability of generating a maximum credible earthquake in California. The Norwalk Fault, though closer to the City, is predicted to generate smaller magnitude earthquakes as it is not a designated Alquist-Priolo Earthquake Fault. The project site is not located on an existing fault line. Furthermore, installation of the proposed digital LED billboard and removal of four (4) existing static billboards faces and two (2) sign poles will be subject to all applicable Federal, State, and local building code regulations, including the California Building Code (CBC) seismic standards as approved by the Garden Grove Building and Safety Division and City approved demolition permit. With adherence to all applicable City, State, and local building regulations impacts will be less than significant.

a.ii) Strong seismic ground shaking?

Less Than Significant Impact. The project site is located in Southern California, an area that is subject to strong seismic ground shaking. The proposed project is subject to the seismic design criteria of the California Building Code (CBC). The 2016 California Building Code (CBC; Title 14, California Code of Regulations, Part 2) contains seismic safety provisions with the aim of preventing building collapse during a design earthquake. The proposed project would not have any occupiable space, and no occupants would be susceptible to earthquake destruction. A design earthquake is one with a two percent chance of exceedance in 50 years, or an average return period of 2,475 years. Adherence to the CBC's requirements and consideration of the project site's seismic coefficients would reduce the potential of the structure from collapsing during an earthquake, thereby minimizing injury and loss of life. The Seismic Coefficients are dimensionless coefficients which represent the (maximum) earthquake acceleration as a fraction of the acceleration due to gravity. Typical values are in the range of 0.1 to 0.3. If seismic coefficients are defined, a seismic force will be applied to each column in the sliding mass as follows:

Seismic Force = Seismic Coefficient * Column Weight = Seismic Coefficient * volume of column * Unit Weight of column material

1408350.1 Page 276 **5**f 494

¹⁸ California State Department of Conservation. Cities and Counties Affected by Alquist-Priolo Earthquake Fault Zones as of March 2019.

The seismic force is applied through the geometric centroid of each column, according to the selected orientation method as described above. Although structures may be damaged during earthquakes, adherence to seismic design requirements and consideration of the Project site's seismic coefficients would minimize damage to property because the structure is designed not to collapse. Adherence to existing regulations would reduce the risk of loss, injury, and death; therefore, impacts due to strong ground shaking would be less than significant.

a.iii) Seismic-related ground failure, including liquefaction?

Less than Significant Impact. Liquefaction is a phenomenon that occurs when soil undergoes transformation from a solid state to a liquefied condition due to the effects of increased pore-water pressure. This typically occurs where susceptible soils (particularly soils in the medium sand to silt range) are located over a high groundwater table. A high groundwater table is described as one within 50 feet of the surface. The depth to groundwater on the site is approximately 200 feet. According to the City of Garden Grove 2030 General Plan (Exhibit SAF-2), the Project area has been subject to historic occurrence of liquefaction, or local geological, geotechnical, and groundwater conditions indicate a potential for permanent ground displacement such that mitigation as defined in Public Resources Code Section 2693(c) would be required. Appropriate measures that reduce the ground shaking and liquefaction effects of earthquakes are identified in the California Building Code, including specific provisions for seismic design, and addressed in the City of Garden Grove General Plan goals and policies, including Goal SAF-6, Policy SAF-6.1, and SAF-6.3. Development within the City requires investigation for liquefaction potential. The Seismic Hazards Mapping Act specifies that the lead agency of the project may withhold development permits until geologic or soils investigations are conducted for specific sites and mitigation measures are incorporated into plans to reduce hazards associated with seismicity and unstable soils. If a geologic report concludes liquefaction impacts cannot be reduced to less than significant, with mitigation as necessary, development will not be permitted. Given the developed nature of the site and the surrounding area, the Project would not be result in direct or indirect seismic-related ground failure, including liquefaction with compliance with existing CBC regulations (Chapter 18), which would limit liquefaction impacts to less than significant.. Therefore, the proposed project would not expose people or structures to potential ground failure due to liquefaction.

a.iv) Landslides?

No Impact. The project site is not mapped in an area of potential earthquake-induced landslide movement on the State of California Seismic Hazards Zones Map. Structures built below or on slopes subject to failure or landslides may expose people and structures to harm. The project site and surrounding area is in a flat, urbanized setting devoid of steep slopes. In addition, the proposed project does not include any residential use. Therefore, the project would not expose people or structures to injury or loss due to landslides; no impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

No Impact. There is a low likelihood of native topsoil occurring on the project site because the site has been developed and covered with paving and structures. The proposed project has the potential to expose superficial soils to wind and water erosion during construction activities. Wind erosion would be minimized through soil stabilization measures required by SCAQMD Rule 403 (Fugitive Dust), such as daily watering. Water erosion would be prevented through the City of Garden Grove's standard erosion control practices required pursuant to the CBC and the National Pollution Discharge Elimination System (NPDES), such as the use of silt fencing or sandbags. Following project construction, the project site

would be covered completely by paving, structures, and landscaping. Therefore, impacts due to erosion of topsoil would be less than significant with implementation of existing regulations.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact. Lateral spreading of the ground surface during a seismic activity usually occurs along the weak shear zones within a liquefiable soil layer and has been observed to generally take place toward a free face (i.e. retaining wall, slope, or channel) and to lesser extent on ground surfaces with a very gentle slope. Liquefaction occurs when seismic waves pass through saturated granular soil, distorting its granular structure, and causing some of the empty spaces between granules to collapse. Due to the absence of liquefaction potential on or near the project site (depth to groundwater is approximately 200 feet) and the urbanized character of the area, the potential for lateral spread occurring on or off the project site is considered negligible.

Liquefaction is a phenomenon that occurs when soil undergoes transformation from a solid state to a liquefied condition due to the effects of increased pore-water pressure. This typically occurs where susceptible soils (particularly soils in the medium sand to silt range) are located over a high groundwater table. Affected soils lose all strength during liquefaction and foundation failure can occur. According to the Seismic Hazard Evaluation of the Anaheim 7.5-minute quadrangle, approximately two-thirds of the City is located in Zone of Required Investigation for liquefaction. This indicates that the area has been subject to historic occurrence of liquefaction, or local geological, geotechnical, and groundwater conditions indicate a potential for permanent ground displacement such that mitigation as defined in Public Resources Code Section 2693(c) would be required. Appropriate measures that reduce the ground shaking and liquefaction effects of earthquakes are identified in the California Building Code, including specific provisions for seismic design, and addressed in the City of Garden Grove General Plan goals and policies, including Goal SAF-6, Policy SAF-6.1, and SAF-6.3. Development within the City requires investigation for liquefaction potential. The Seismic Hazards Mapping Act specifies that the lead agency of the project may withhold development permits until geologic or soils investigations are conducted for specific sites and mitigation measures are incorporated into plans to reduce hazards associated with seismicity and unstable soils. If a geologic report concludes liquefaction impacts cannot be reduced to less than significant, with mitigation as necessary, development will not be permitted. In addition, given the developed nature of the site and the surrounding area, the project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Therefore, impacts will be less than significant. Compliance with existing CBC regulations (Chapter 18) would limit hazard impacts arising from unstable soils to less than significant.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1997), creating substantial direct or indirect risks to life or property?

No Impact. The proposed project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1997). Moreover, because the project site is currently developed, subsurface soils would have been excavated, and compacted in accordance with standard building code practices, including removal of any expansive or other non-engineered soils; no impacts related to expansive soils would occur. Therefore, no impact would occur.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

1408350.1 Page 278 5 494

No Impact. The project will not involve discharge into the municipal sewer system. Therefore, no impact would occur.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant Impact. The project site is underlain by younger Quaternary Alluvium, derived primarily from alluvial fan deposits. These deposits typically do not contain significant vertebrate fossils. In addition, significant fill material was utilized in paving the current project site, as is common practice in such improvements. Based on the construction methodology for implementation of a proposed sign, the project would require excavation of the underlain fill material from the previous development. Following construction of the digital LED billboard, the project site would remain completely covered by paving, structures, the proposed sign, and landscaping. Given the nature of the proposed project, installation of a digital LED billboard and the relocation of four static billboard signs; there is a low likelihood of impacts to paleontological resources. The largely urbanized areas of the City of Garden Grove and small project footprint would not likely lead to the direct or indirect destruction of a unique paleontological resource or unique geologic feature. Nevertheless, Mitigation Measures GEO-1 through GEO-2 are provided to reduce potentially significant impacts to a less than significant level regarding previously undiscovered paleontological resources or unique geological features that may be accidentally encountered during Project implementation.

Mitigation Measure GEO-1: Conduct Paleontological Sensitivity Training for Construction Personnel. The applicant shall retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct a paleontological sensitivity training for construction personnel prior to commencement of excavation activities. The training will include a handout and will focus on how to identify paleontological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of paleontological monitors, notification and other procedures to follow upon discovery of resources, and the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary.

Mitigation Measure GEO-2: Conduct Periodic Paleontological Spot Checks during Grading and Earthmoving Activities. The applicant shall retain a professional paleontologist who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct periodic Paleontological Spot Checks beginning at depths below six feet to determine if construction excavations have extended into older Quaternary deposits. After the initial paleontological spot check, further periodic checks will be conducted at the discretion of the qualified paleontologist. If the qualified paleontologist determines that construction excavations have extended into the older Quaternary deposits, construction monitoring for paleontological resources will be required. The applicant shall retain a qualified paleontological monitor. who will work under the guidance and direction of a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology. The paleontological monitor shall be present during all construction excavations (e.g., grading, trenching, or clearing/grubbing) into the older Pleistocene alluvial deposits. Multiple earth-moving construction activities may require multiple paleontological monitors. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known paleontological resources and/or unique geological features, the materials being excavated (native versus artificial fill soils), and the depth of excavation, and if found, the abundance and type of paleontological resources and/or unique geological features encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the gualified professional paleontologist.

Mitigation Measure GEO-3: Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered. If paleontological resources and or unique geological features are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until appropriate paleontological treatment plan has been approved by the applicant and the County. Work shall be allowed to continue outside of the buffer area. The applicant and County shall coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing.

Mitigation Measure GEO-4: All significant fossils collected, if any, will be prepared in a properly equipped paleontology laboratory to a point ready for curation. Preparation will include the careful removal of excess matrix from fossil materials and stabilizing and repairing specimens, as necessary. Following laboratory work, all fossils specimens will be identified to the lowest taxonomic level, cataloged, analyzed, and delivered to a regionally-accredited museum repository, such as the SBCM in Redlands or the NHMLAC in Los Angeles, for permanent curation and storage. The cost of curation is assessed by the repository and is the responsibility of the landowner. A final report should be prepared to describe the results of the paleontological mitigation monitoring efforts. The report will include a summary of the field methods, laboratory methods (if any), an overview of the geology and paleontology of the construction site, a list of taxa recovered (if any), an analysis of fossils recovered (if any) and their scientific significance, and recommendations. If the monitoring efforts produce fossils, then a copy of the report also will be submitted to the curation facility.

1408350.1 Page 280 5 494

4.8 - Greenhouse Gas Emissions

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			4	

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact. GHG emissions for the project were quantified utilizing the California Emissions Estimator Model (CalEEMod) Version 2016.3.2 to determine if the project would have a cumulatively considerable impact related to greenhouse gas emissions. A numerical threshold for determining the significance of greenhouse gas emissions in the South Coast Air Basin has not officially been adopted by the SCAQMD. Greenhouse gases differ from other emissions in that they contribute to the "greenhouse effect." Construction and operation of the proposed digital LED billboard would create short-term construction-related greenhouse gas emissions. A numerical threshold for determining the significance of greenhouse gas emissions in the South Coast Air Basin has not officially been adopted by the SCAQMD. As an interim threshold based on guidance provided in the CAPCOA CEQA and Climate Change white paper, a non-zero threshold based on Approach 2 of the SCAQMD handbook would be used. Threshold 2.5 (Unit-Based Thresholds Based on Market Capture) establishes a numerical threshold based on capture of approximately 90 percent of emissions from future development. The latest proposed threshold developed by SCAQMD using this method is 3,000 metric tons carbon dioxide equivalent (MTCO2E) per year for commercial and residential projects. This threshold is based on the review of 711 CEQA projects.

The CEQA Guidelines require a lead agency to make a good-faith effort based, to the extent possible, on scientific and factual data to describe, calculate, or estimate the amount of GHG emissions resulting from a project. Operational emissions associated with the proposed digital LED billboard would not include GHG emissions from mobile sources (transportation), water use and treatment, or waste disposal. Electricity use of each of the proposed digital LED billboard faces is considered to be nominal (less than 1.0 MTCO2E annually). It is therefore assumed that, given the limited scope of construction and minimal operational electricity demand of the proposed digital LED billboard, greenhouse gas emissions associated with the proposed project would not exceed SCAQMD's proposed 3,000 MTCO2E threshold; therefore, impacts would be less than significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. The City has adopted the 2016 edition of the CBC, including the California Green Building Standards Code. Construction of the proposed digital LED billboard would be subject to the California Green Building Standards Code. The City of Garden Grove does not have any additional adopted plans, policies, standards, or regulations related to climate change and GHG emissions. The project's consistency with AB 32 and SB 32 are discussed below.

AB 32 Consistency. Assembly Bill 32 (AB 32) was adopted in 2006 and requires California to reduce its GHG emissions to 1990 levels by 2020. The California Air Resources Board (CARB) identified reduction measures to achieve this goal as set forth in the CARB Scoping Plan. Thus, projects that are consistent with the CARB Scoping Plan are also consistent with AB 32 goal.

The project would generate GHG emissions, directly and indirectly, from a variety of sources which would all emit GHG emissions. The CARB Scoping Plan includes strategies for implementation at the statewide level to meet the goals of AB 32. These strategies serve as statewide measures to reduce GHG emissions levels. The project would not be subject to the applicable measures established in the Scoping Plan because these measures are implemented at the state level. Therefore, the project would not conflict or otherwise interfere with implementation of AB 32.

SB 32 Consistency. Senate Bill 32 (SB 32) was adopted in 2016 and requires the state to reduce statewide GHG emissions 40 percent below 1990 levels by 2030. SB 32 codifies the reduction target issued in Executive Order B-30-15. SB 32 builds upon the AB 32 goal of 1990 levels by 2020 and provides an interim goal to achieving Executive Order S-3-05's 2050 reduction goal of 80 percent below 1990 levels.

The CARB 2017 Scoping Plan identified reduction measures to achieve the SB 32 GHG reduction goal. Like the previously adopted Scoping Plans, the 2017 Scoping Plan includes statewide reduction measures that are implemented at the state level. The project would be subject to the applicable measures established in the 2017 Scoping Plan because these measures are implemented at the state level.

Additionally, the 2014 Scoping Plan Update indicates "California is on track to meet the near-term 2020 greenhouse gas limit and is well positioned to maintain and continue reductions beyond 2020 as required by AB 32"; and it recognizes the potential for California to "reduce emissions by 2030 to levels squarely in line with those needed in the developed world and to stay on track to reduce emissions to 80 percent below 1990 levels by 2050."

Moreover, the project does not propose facilities or operations that would substantively interfere with any future County-mandated, state-mandated, or federally-mandated regulations enacted or promulgated to legally require development to assist in meeting state-adopted GHG emissions reduction targets, including those established under Executive Order S-3-05, Executive Order B-30-15, SB 32, or the 2017 Scoping Plan.

Therefore, the project would not conflict with implementation of SB 32 or otherwise interfere with implementation of this or future goals. Impacts will be less than significant.

1408350.1 Page 282 5 494

4.9 - Hazards and Hazardous Materials

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓	
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✓
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. Construction and operation of the proposed digital LED billboard will not involve transport, use of disposal of significant amounts of hazardous materials requiring special control measures. The small amount of paints and other substances used for maintenance of equipment will be used in accordance with their labeling, thus the project will have no impact on the public or the environment through the routine transport, use, or disposal of hazardous materials. During the project construction and installation of the digital LED billboard, a hole will be drilled, and the excavated soil will be transported offsite.

Additionally, the project may include minor trenching to connect to electrical supply. Prior to construction activities, the sites will be assessed for the presence of hazardous materials, which, if present, will be handled according to existing federal, state, and City regulations regarding hazardous materials handling and disposal. Therefore, the project will not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact. The proposed new electronic digital LED billboard will not utilize hazardous materials and will not produce hazardous wastes. The project includes removal of four (4) existing static billboard faces and two (2) sign poles at two separate locations in the City. The billboards proposed to be removed do not contain asbestos or other hazardous materials; existing structures will be removed via crane and transported to a recycling facility. The project applicant will also be required to comply with the City's ordinances for construction materials, which requires diversion of at least 50 percent of the project's demolition waste, as well as completion of a Construction Waste Management Plan, to be reviewed and approved by the City. Prior to construction activities, the sites will be assessed for the presence of hazardous materials, which, if present, will be handled according to existing federal, state, and City regulations regarding hazardous materials handling and disposal. Therefore, the project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Less Than Significant Impact. Dwight D. Eisenhower Elementary is located 0.06 miles south of the project site, Peters Elementary School is located 0.96 miles west of the project site, and Lampson Elementary school is located 0.73 miles northeast of the project site. The above-mentioned schools would not be subject to any hazardous waste as a result of implementation of the proposed project. Construction and Operation of the proposed digital LED billboard and removal of the four existing static billboard faces and two sign poles will not generate any hazardous emissions, or storage, handling, production or disposal of acutely hazardous waste. The proposed digital LED billboard would not utilize hazardous materials or produce hazardous wastes. No demolition of existing structures would be necessary that would expose persons to asbestos or other hazardous materials. Prior to construction activities, the sites will be assessed for the presence of hazardous materials, which, if present, will be handled according to existing federal, state, and City regulations regarding hazardous materials handling and disposal. Therefore, the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

1408350.1 Page 284 59 494

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. Neither the project site or the existing signs to be removed are located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.¹⁹ Therefore, the proposed project would not create a significant hazard to the public or the environment.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. There are no public airports or private airstrips within two miles of the City of Garden Grove or the project site. The closest airport is the Orange County Airport located 6.40 miles southeast of the project site in the City of Santa Ana. The next closest airport or private airstrip is the Los Alamitos Army Airfield which is located approximately 8.7 miles west of the project site. The project site and locations of existing signs to be removed are not located within an airport land use plan. As such, no impact would occur.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The project site is located in an existing commercial development, and no changes to the transportation circulation or an existing emergency response plan or evacuation plan would occur as a result of construction or operation of the proposed digital billboard. Therefore, no impact would occur.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. As noted by CALFIRE Fire Hazard Severity Zone Maps²⁰, the proposed project is not located in an area of high fire threat. Furthermore, as determined by the City of Garden Grove 2030 General Plan Land Use Element, the project area is not located in a fire threat zone, and the existing land uses are built-out commercial uses surrounding the project site. Therefore, the project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

1408350.1

¹⁹ California Department of Toxic Substances Control. EnviroStor. <u>www.envirostor.dtsc.ca.gov/public/search.asp</u> [Accessed March 10, 2019]

Orange County Fire Hazard Severity Zones in SRA. November 7, 2007.

4.10 - Hydrology and Water Quality

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			✓	
b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				✓
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:				✓
i)	result in substantial erosion or siltation on-or off-site;				✓
ii)	substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or- offsite;			✓	
iii)	create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				✓
iv)	Impede or redirect flood flows?				✓
d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			✓	
e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			4	

1408350.1 Page 286 6f 494

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. Operation of the proposed digital LED billboard would not involve the use of water or generation of wastewater. Short-term surface water quality impacts would potentially occur during construction of the sign due to construction-related activities such as drilling the excavated sign hole for the foundation and pouring concrete. Runoff of loose soils and/or construction wastes and fuel during a rainstorm could flow into local storm drains as a result of project construction. Such contaminated runoff could potentially threaten downstream water resources that receive runoff from the local drainage network. Standard construction BMP's such as silt fencing, storm drain inlet protection, and proper material and waste storage will ensure surface water quality is not substantially degraded during construction. Compliance with the NPDES Area Wide Stormwater Program and the City's standard stormwater runoff provisions for construction activities, such as runoff control and other measures set forth in the City of Garden Grove Municipal Code Chapter 6.40 (Stormwater Quality), would ensure that the project does not violate any water quality standards or any waste discharge requirements during construction. Due to the lack of significant grading, earth-moving activities, and paving as part of the project, impact would be less than significant.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

No Impact. The proposed digital LED billboard would not require water to operate. The project site is paved and provides little to no infiltration of water into groundwater aquifers. The project site does not support any groundwater production systems, and construction and operation of the proposed digital LED billboard would not interfere with the operation of any production system. Development of the proposed digital LED billboard would not substantially change the amount of existing impervious surface area and would not have a substantial impact on groundwater recharge. Trenching for the propose digital billboard will be approximately 6 feet; which is nowhere near the depth to the groundwater at the project site (50 ft.). Development of the sign would include drilling eight feet in diameter hole to a depth of 6 feet to complete the foundation hole. The foundation hole would be filled with concrete resulting in minimal effects to groundwater. Any groundwater extracted as a result of construction would be controlled pursuant to City-required Best Management Practices (BMPs) pursuant to its' NPDES permit. Therefore, the proposed project would not have a significant impact.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:

No Impact. The project site is fully developed and surrounded by areas that are developed. No streams or water resource features occur on the project site. In addition, the proposed project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of a course, stream or river, or through the addition of impervious surfaces as the installation of the proposed digital LED billboard would occur in a developed paved area. As such, with adherence to existing Federal, State and local regulations no impact would occur.

i) Result in substantial erosion or siltation on-or off-site?

No Impact. The proposed project would install a digital LED billboard sign in a previously developed area. No native soil would be disturbed. All construction activities would require proper containment of

fill soils and storm water Best Management Practices in accordance with an approved Storm Water Pollution Prevention Plan. Therefore, the proposed project would have no impact on erosion or siltation.

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or-offsite?

Less than Significant Impact. The project would not contribute to an increase in surface runoff as the project site was previously paved. The sign pole will be backfilled, and the surrounding pole area would be incased in concrete. The project site is located in Special Flood Hazard Area, as mapped by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) and is therefore subject to inundation by the 1% annual chance flood. As such, the project site is subject to flooding. However, the proposed digital LED billboard, given its small footprint, would not impede or redirect flood flows. Therefore, as no native soil is being replaced with an impermeable surface the project would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or-offsite. Therefore, a less than significant impact would occur.

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

No Impact. The project site is located in a developed area with existing storm sewer drains. A storm drain is located within 5 feet of the project site. All soils excavated during project construction would be covered and contained to adhere to Best Management Practices for avoidance of pollutants and excess surface water runoff. The project would not increase the amount of impervious surface. The project site would not exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, therefore the project would result in no impact.

iv) Impede or redirect flood flows?

No Impact. The proposed project, a digital billboard, would not redirect flood flows. Therefore, no impact would occur.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than Significant Impact. The proposed project would not be located in a tsunami or seiche zone. The project site is located in a Special Flood Hazard Area, as mapped by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) Map 06059C0143J ²¹ and is therefore subject to inundation by the 1% annual chance flood. As such, the project site is subject to flooding. However, the proposed digital LED billboard, given its small footprint, would not risk release of pollutants due to project inundation. Therefore, the project would have a less than significant impact.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than significant Impact. The project site is located in a Special Flood Hazard Area, as mapped by FEMA Flood Insurance Rate Maps. The installation of the digital LED billboard would-be built-in

1408350.1 Page 288 6 494

²¹ Federal Emergency Management Plan Firm Panel Map.

accordance with FEMA guidelines and applicable City of Garden Grove Municipal Code. The City receives its water from two main sources, including local well water from the Lower Santa Ana River Groundwater Basin, which is managed by the Orange County Water District, and imported water from the Municipal Water District of Orange County (MWDOC). MWDOC is Orange County wholesale supplier and is a member agency of the Metropolitan Water District of Southern California. The project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. The project will be subject to all applicable water quality controls, and neither requires water to operate nor increases impervious surface that could interfere with groundwater recharge. Therefore, the project would not result in a significant impact.

_

²² Urban Water Management Plan Garden Grove 2015.

4.11 - Land Use and Planning

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Physically divide an established community?				>
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			✓	

a) Physically divide an established community?

No Impact. Construction of the new digital LED billboard project would not physically divide the surrounding community since the proposed sign would not obstruct or in any way change access to the existing community. The project site is located in an existing developed parking lot of a business\office park and would not impact any roadways or traffic circulation patters within the existing community. The proposed digital LED billboard project would not create any barriers to access to a community or require removal of any housing. As such, the proposed project would have no impact.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. The proposed project site is located along the SR-22 Freeway corridor in a completely urbanized area and has a zoning designation of Planned Unit Development (PUD-102-74) and a land use designation of International West Mixed Use. The Garden Grove Municipal Code generally prohibits the establishment of new billboards to minimize visual impact, Municipal Code Section 9.20.110 allows the owner of an existing legal non-conforming billboard located within the City to apply to relocate a billboard to another location within the City. Such relocated billboards may be converted to include digital displays if located within the Garden Grove (22) Freeway Corridor (per the Code, the area within the City comprised of the land within 300 feet of either edge of the SR 22 Freeway right-of-way). The project applicant has provided a relocation plan to comply with the Municipal Code requirements for digital LED billboard installations.

The proposed project includes the removal of four existing static billboard faces and two sign poles within the SR-22 Freeway corridor and thus is consistent with City policies and regulations intended to avoid adverse environmental effects. The proposed project site is located along the SR-22 Freeway corridor. The proposed project does not require a General Plan Amendment and would not conflict with any General Plan policies designed to protect the environment. The proposed digital LED billboard is consistent with the intent of the freeway corridor and surrounding land use designations, which are intended to provide for a range of commercial and industrial uses such as the proposed digital LED billboard. The proposed digital LED billboard is required to comply with the City of Garden Grove Municipal Code requirements for billboards and digital billboards in particular. The proposed digital LED

1408350.1 Page 290 6 494

Evaluation of Environmental Impacts

billboard would be located in a completely commercial/industrial area, at least 350 feet away from residential dwellings, as required by the zoning ordinance. The nearest sensitive receptor to the proposed billboard is located approximately 415 feet away. Therefore, the proposed project would have a less than significant impact.

4.12 - Mineral Resources

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b)	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, Specific Plan or other land use plan?				✓

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The proposed project is located in a completely urbanized area of the City of Garden Grove. No known mineral extraction or processing exists or in the vicinity of the project site. In addition, no known resources exist within the City of Garden Grove.²³ Therefore, the proposed project would not result in the loss of availability of important minerals.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, Specific Plan or other land use plan?

No Impact. According to the City of Garden Grove General Plan 2030 Conservation Element, no known mineral resources occur within the project site. Furthermore, the project site is located in an area that has no local plan, specific plan or other land use plan determination of locally important mineral resources. Therefore, the proposed project would have no impact.

1408350.1 Page 292 67 494

-

²³ City of Garden Grove. Garden Grove General Plan 2030: Conservation Element.

4.13 - Noise

Would the project result in:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
b)	Generation of excessive groundborne vibration or groundborne noise levels?			✓	
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓

Background

Noise can be defined as unwanted sound which consists of energy waves that people receive and interpret. Sound pressure levels are described in logarithmic units or ratios of sound pressures to a reference pressure, squared. These units are called *bels*.

To account for the range of sound that human hearing perceives, a modified scale is utilized known as the A-weighted decibel (dBA). Since the decibels are logarithmic units, sound pressure levels cannot be added or subtracted by ordinary arithmetic means. Typically doubling the traffic volume on a street or the speed of the traffic will increase the traffic noise level by 3-dBA. A 3-dBA change in sound is the beginning at which humans generally notice a barely perceptible change in sound, and a 5-dBA change is generally readily perceptible.²⁴

The project site is located in an urbanized area of the City of Garden Grove along the SR-22 Freeway. The existing ambient noise levels near the project site are primarily generated by traffic noise from the SR-22 Freeway. There are no discernible stationary noise sources within the project site. In addition, there are no sensitive receptors in close proximity to the project site; the nearest being mobile-homes approximately 415 feet to the west of the proposed billboard location.

²⁴ California Department of Transportation. *Basics of Highway Noise: Technical Noise Supplement.* November 2009.

The proposed digital LED billboard will not include any noise generating components. Long-term operations of the digital LED billboard would not result in exposure of noise levels that exceed the standards of the Municipal Code nor would the long-term operations of the proposed project exceed ambient noise level conditions. Therefore, impacts would be less than significant.

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact. The City's Municipal Code Chapter 8.47 ("Noise Control") contains the City's noise level standards, including Municipal Code Sections 8.47.040 ("Ambient Base Noise Levels") and 8.47.050 ("General Noise Regulation"). Construction of the proposed digital LED billboard would result in minimal, short-term construction-related noise, involving mostly vehicle noise, which is anticipated to last for two to three weeks. Other sources of construction-related noise will be on-site construction equipment such as generators and cranes. Project-related construction would result in short-term increases in noise levels and groundborne vibration on and immediately surrounding the site. As the proposed project size is small, and the duration is short, the proposed digital LED billboard would not increase short-term noise over the State recommended noise compatibility standards. ²⁵ or local noise ordinances. In addition, construction noise is exempt during the hours of 7:00 a.m. to 10:00 p.m. Furthermore, the proposed digital LED billboard will not produce operational noise (other than periodic, routine site maintenance) and is not located near any sensitive receptors. As such, impacts would be less than significant.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. Vibration is the movement of mass over time. It is described in terms of frequency and amplitude and unlike sound there is no standard way of measuring and reporting amplitude. Vibration can be described in units of velocity (inches per second) or discussed in decibel (dB) units in order to compress the range of numbers required to describe vibration. Vibration impacts to buildings are generally discussed in terms of peak particle velocity (PPV) which describes particle movement over time (in terms of physical displacement of mass). For purposes of this analysis, PPV is used to describe all vibration for ease of reading and comparison. Vibration can impact people, structures, and sensitive equipment. ²⁶ The primary concern related to vibration and people is the potential to annoy those working and residing in the area. Vibration with high enough amplitude can damage structures (such as crack plaster or destroy windows). Groundborne vibration can also disrupt the use of sensitive medical and scientific instruments such as electron microscopes. Common sources of vibration within communities include construction activities and railroads. Operation of the proposed digital LED billboard would not include uses that cause vibration.

Groundborne vibration generated by construction is usually highest during pile driving, rock blasting, soil compacting, jack hammering, and demolition-related activities. Next to pile driving, grading activities have the greatest potential for vibration impacts if large bulldozers, large trucks, or other heavy equipment are used. Demolition of the existing billboards and construction of the proposed digital LED billboard would not include demolition, site clearing, grading, or other earth-moving activities that require any of the previously listed equipment. In other words, none of the aforementioned equipment/vehicles

1408350.1 Page 294 69 494

²⁵ California Governor's Office of Planning and Research. *General Plan Guidelines*. 2003.

²⁶ California Department of Transportation. Transportation- and Construction-Induced Vibration Guidance Manual. June 2004.

will be used to perform demolition, clear the project site, etc. Therefore, the proposed project is not anticipated to result in vibration impacts. Activities associated with construction and operation of the proposed digital LED billboard would not result in any vibration-related impacts to adjacent properties. Therefore, impacts would be less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. No airport land use plans apply to the area, and the proposed project site is not located within two miles of an airport. No impacts to airport land use plans or airports could occur. There are also no private airstrips in the project vicinity; there would be no impacts related to excessive noise near a private airstrip. Therefore, no impact would occur.

4.14 - Population and Housing

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

No Impact. The relocation of four (4) existing static billboard faces and two (2) sign poles, and installation of one new digital LED billboard does not call for the establishment of any new housing. In addition, the proposed project would not extend roads or other infrastructure or include any job-creating uses. Operation and maintenance of the proposed sign would only require periodic site visits by a small crew. Therefore, the proposed project would not induce substantial population growth in the City of Garden Grove. As such, no impacts would occur.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The project does not propose removal of any housing; thus, no impact will occur from the removal of the four existing static billboards and two sign poles or the installation of the new digital LED billboard. No persons will be displaced as a result of the removal of the four existing billboards or the installation of the new digital LED billboard. Therefore, no impact would occur related to displacement of people or housing.

1408350.1 Page 296 76 494

4.15 - Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Fire protection?				I
b) Police protection?				✓
c) Schools?				✓
d) Parks?				✓
e) Other public facilities?				✓

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

No Impact. No new fire stations or other capital improvements would be needed to accommodate the proposed project. In addition, no new fire personnel will need to be hired in order to maintain existing service rations and response times, as the project would not increase population or the need to service an increased population. With adherence to Federal, State and local building and safety regulations, the proposed project would not increase demand for fire protection services. Therefore, the proposed project would have a less than significant impact to fire protection services.

b) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Police protection?

No Impact. The proposed project would not include any uses that would require police protection services. Construction of the proposed project would not result in any need for additional police protection services. The proposed project would not create new households that could increase usage

of local and regional police facilities. Therefore, the project would have no impact on police protection services.

c) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Schools?

No Impact. The proposed project would not result in the construction of new housing or create a demand for new housing resulting in an increase in the school age student population. Therefore, the proposed project would not have an impact on schools.

d) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Parks?

No Impact. The proposed project would not generate new permanent employment or housing for residences that may increase the demand for new or existing park and or recreational facilities. Therefore, no impact would occur as a result of removal of the four existing static billboard signs and two sign poles or the installation of the new digital LED billboard sign.

e) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Other public facilities?

No Impact. The project will not generate any new households or residences that might increase demand for other public facilities. The proposed project would not include construction of any library facilities and would not require construction or improvement of any such facilities. In addition, the proposed project would not create new households that could increase usage of local and regional library facilities. Therefore, no impact would occur.

1408350.1 Page 298 7 494

4.16 - Recreation

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The project will not result in the creation of new households and will not increase use of local and regional parks and recreational facilities. No parks or open space would be impacted as a result of installation of the proposed digital LED billboard project. Therefore, the project would have no impact.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. The project does not include and will not result in the construction of any households nor would the project remove or reduce recreational areas within the City of Garden Grove. The project would not require construction or improvement of any offsite recreation facilities or the expansion of recreational facilities. Therefore, the project would have no impact.

4.17 – Transportation

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✓
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)			♂	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		✓		
d) Result in inadequate emergency access?			✓	

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

No Impact. Construction and operation of the proposed digital LED billboard would generate only minimal vehicle trips on existing public streets. During construction activity, per standard City practices the applicant would be required to prepare and implement a temporary traffic control plan, as warranted. The project site is located within a paved parking lot and not directly located on any mass transit routes or within a bicycle or pedestrian trail. No modifications to any mass transit routes, bicycle or pedestrian trails would occur as a result of implementation of the proposed project. Therefore, no impact would occur.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)

Less than Significant Impact. The proposed project would not require vehicle trips to the site for operations and would not generate vehicle trips that would have an impact on Levels of Service. No residential use is planned. Therefore, the proposed project would not be subject to calculations for Vehicle Miles Traveled. In addition, the proposed project would not propose any changes to the circulation of existing roadways to which Vehicle Miles Traveled would increase for surrounding uses. Therefore, the proposed project would have a less than significant impact.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact with Mitigation Incorporated. The proposed project would not create a hazard as the constructed billboard would be required to adhere to all Caltrans regulations for

1408350.1 Page 300 75 494

placement, reflection, and visibility. The proposed digital LED billboard would be visible primarily from SR-22 Freeway, to which it would be oriented, but would also be visible from surrounding public streets. State and Federal law also establish a minimum spacing distance between digital billboards of 1,000 feet, which the proposed billboard would comply with. No changes in roadway configuration are proposed with installation of the new digital LED billboard. Furthermore, the City of Garden Grove would review all site plan designs and the developer architect will submit the approved site plan configuration to Caltrans for review and approval.

Light, glare and changeable imagery that could be shown on the LED billboard does have the potential to create significant safety hazard conditions if not properly controlled. The application of Mitigation Measures TRANS-1 and TRANS-2 would address these potential safety hazards conditions such that project impacts would be less than significant.

d) Result in inadequate emergency access?

Less than Significant Impact. The project will have a less than significant impact with regard to emergency access. The project would involve the construction of a digital LED billboard within the SR-22 Freeway Corridor, but it will not be located such that it will in any way block or imped vehicle accessibility. During construction activity, per standard City practices the applicant would be required to prepare and implement a temporary traffic control plan, as warranted.

Mitigation Measures

TRANS-1

The operator of the digital LED billboard shall comply with the following at all times: No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display. No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display. The minimum display duration time for messages shall be not less than eight (8) seconds, and the minimum display time between messages shall be not more than one second. The digital LED billboard shall not contain any software, hardware, or other technology that would allow the billboard to interact with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device. In the event of any failure or combination of failures that affect the digital billboards' luminance, the operator shall default to an output level no higher than four (4) percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.

In order to ensure establishment and continued operation of the billboards within acceptable safety ranges, the Mitigation Measure TRANS-2 is included.

Mitigation Measure TRANS-2

The operator of any digital billboard operated within the City of Garden Grove shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the City limits. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:

- Status of the operator's license as required by California Business and Professions Code para 5300 et seq.;
- Status of the required permit for individual digital billboards, as required by California Business and Professions Code sections 5350 et seq.;
- Compliance with the California Outdoor Advertising Act, California Business and Professions Code section 5200 and all regulations adopted pursuant to such Act;
- Compliance with California Vehicle Code section 21466.5 and 21467;
- Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23 U.S.C. § 131);
- Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
- Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the City of Garden Grove and a summary of how each complaint was resolved:
- Each malfunction or failure of a digital billboard operated by the operator within the City of Garden Grove, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction and the duration and confirmation of repair; and
- Operating status of each digital billboard operated by the operator within the City of Garden Grove, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode.

1408350.1 Page 302 of 494

4.18 - Tribal Cultural Resources

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a Cultural Native American tribe, and that is:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Listed or eligible for listing in the California Register of Historical resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or				✓
b)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		✓		

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a Cultural Native American tribe, and that is:

Listed or eligible for listing in the California Register of Historical resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

No Impact. The project site is not listed as an eligible California historical resource or in a local register of historic resources. The project site is a small parking area in a previously developed parcel of land that is not determined to be of historical significance. Therefore, the project would have no impact.

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a Cultural Native American tribe, and that is:

A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code

Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Less Than Significant with Mitigation Incorporation. A resource is determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Assembly Bill (AB) 52

Assembly Bill (AB) 52 specifies that a project that may cause a substantial adverse change to a defined Tribal Cultural Resource (TCR) may result in a significant effect on the environment. AB 52 requires tribes interested in development projects within a traditionally and culturally affiliated geographic area to notify a lead agency of such interest and to request notification of future projects subject to CEQA prior to determining if a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. The lead agency is then required within 14 days of deeming a development application subject to CEQA complete to notify the requesting tribe, and invite the tribe consult on the project. AB 52 identifies examples of mitigation measures that will avoid or minimize impacts to TCR.

Pursuant to California AB 52, Native American Tribes that previously requested the City to notify them about projects of interest were given a 30-day notice to request consultation regarding the project on February 13, 2019. A total of 19 tribes were notified of the proposed project. A notification list is maintained by the City of Garden Grove and tribes requesting notification were sent notification via certified mail by the City of Garden Grove. The 30-day period concluded on March 15, 2019 and no requests for consultation were received (see Appendix D, Cultural Resources Results).

Despite the heavy disturbances of the project area displaced or submerged archaeological resources relating to TCRs may occur at depth. Due to this uncertainty, Mitigation Measures CUL-1 and CUL-2 are included in Section 4.5 to address any previously undiscovered archaeological resources relating to Tribal Cultural Resources encountered during project implementation. Incorporation of Mitigation Measures CUL-1 and CUL-2 will ensure that potential impacts to TCRs are less than significant through requirements for evaluation, salvage, curation, and reporting.

1408350.1 Page 304 79 494

4.19 – Utilities and Service Systems

Would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
c w w g th	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm vater drainage, electric power, natural gas, or telecommunications facilities, he construction or relocation of which could cause significant environmental effects?			✓	
a re d	Have sufficient water supplies available to serve the project and easonably foreseeable future levelopment during normal, dry, and multiple dry years?				✓
y s h p to	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
S o o	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				✓
'n	Comply with federal, state, and local nanagement and reduction statutes and regulations related to solid waste?				✓

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less Than Significant. The proposed digital LED billboard would use electrical power service that is currently provided by Southern California Edison. The proposed digital LED billboard would be constructed pursuant to current electrical codes, including Title 24 of the State Building Code. These standards would ensure that electrical energy would be used efficiently. Operation of the proposed billboard would not generate any solid waste or wastewater, nor would the project require a supply of potable water. All waste materials associated with the removal of the existing billboards and sign poles would be recycled or deposited in landfills in compliance with State and local laws. Construction and

operation of the proposed digital LED billboard would include coordination with utility companies for underground service alert to prevent conflicts with subterranean utilities and all undergrounding would comply with the City of Garden Grove Municipal Code Section 9.48.030. No new or expanded electrical, natural gas, or telecommunications facilities would be required as a result of the proposed project. Therefore, a less than significant impact would occur.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

No Impact. The proposed project is a digital LED billboard that does not require a water supply for operation. Therefore, the project would have no impact.

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. The proposed project does not include any proposed use that would result in a need for wastewater treatment. Therefore, the project would not impact the capacity of the existing wastewater treatment facilities servicing the City of Garden Grove.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact. The proposed project does not include any residential or commercial space and would not generate solid waste. Temporary construction waste would be hauled offsite in accordance with all Federal, State, and local regulations. Therefore, the proposed project would not exceed State or local standards., As such, the proposed project would have no impact.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. The digital LED billboard would not generate any solid waste during operation. Temporary construction waste would be hauled offsite in accordance with all Federal, State, and local regulations. Therefore, the proposed project would result in no impact.

1408350.1 Page 306 8 494

4.20 - Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?				~
b)	Due to slope, prevailing winds, and other factors, exacerbate wildlife risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓
c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk of that may result in temporary or ongoing impacts to the environment?				✓
d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✓

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The proposed digital LED billboard is located on a paved lot in an urban area of the City of Garden Grove. The project would be constructed pursuant to current electrical codes, including Title 24 of the State Building Code. These standards would ensure that electrical energy would be used safely, and periodic site inspections would reduce potential for fire risk. The City of Garden Grove Fire Department Chief and Garden Grove Police Chief are the primarily decision makers in evaluating what areas need to be evacuated in a wildfire incident. The evacuation procedures and plans are administered in a time of evacuation by the Emergency Operations Center located in the City of Garden Grove Police Department. In the event of evacuation, the City would designate an Evacuation Center where local residents may evacuate to. The Fire Chief would monitor protocols such as the National Weather Service Red Flag warnings (Warning indicating incidences of high sustained winds with dry conditions that precipitate wildfires) and coordinate with local government officials well as businesses to determine if an evacuation is warranted based on the conditions. The project site is not located in a Very High Fire Hazard Severity Zone and no residential use is proposed. Therefore, no impact would occur.

b) Due to slope, prevailing winds, and other factors, exacerbate wildlife risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The project site is located in a flat surface area with no steep hills or slopes. No native vegetation occurs on the project site and though the project site would experience prevailing winds such as the Santa Ana winds, the proposed project would not exacerbate wildfire risks. Therefore, no impact would occur.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. In accordance with Senate Bill No. 1241, the Director of Forestry and Fire Protection must identify areas in the State of California that are considered Very High Fire Hazard Severity Zones. Fire threats occur as a result of a combination of climate, topography, vegetation and developmental site characteristics. High fire hazard risks areas are found in areas adjoining the Santa Ana Mountains and foothills. Development that encroaches upon wildland area can expose occupants to a higher fire risk. The project is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones, The proposed project would not result in wildfire impacts as the project is located in an urbanized area with commercial uses located adjacent to the project site and is not located in an area adjacent to wildlands. The project would not require the installation or maintenance of associated infrastructure that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. Therefore, no impact would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. Wildland fires are defined as any non-structure fire, other than prescribed burns, that occur in an undeveloped or natural environment. Operation of the proposed billboard would not generate any known risk of wildfire furthermore no residential uses are proposed. The proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire instability or drainage changes. Therefore, no impact would occur.

1408350.1 Page 308 8 494

4.21 – Mandatory Findings of Significance

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✓		
b)	Does the project have impacts that are individually limited, but cumulatively considerable?				
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		✓		

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant with Mitigation Incorporated. The proposed digital LED billboard would not impact any agricultural or forest resources, as discussed in Section 4.2. The project site is located within an urbanized area with no natural habitat. The project would not significantly impact any sensitive plants, plant communities, fish, wildlife, or habitat for any sensitive species as discussed in Section 4.4. The project would not significantly impact any mineral resources, as discussed in section 4.12. Adverse impacts to population and housing would not occur, as shown in Section 4.14. The project would not significantly impact the administration of public resources, as discussed in Section 4.15. The project would not significantly impact recreation facilities and/or resources, as discussed in Section 4.16. Adverse impacts to utilities and service systems would not occur, as discussed in Section 4.19. The environmental analysis provided in Section 4.3 concludes that impacts related to emissions of criteria pollutants and other air quality impacts would be less than significant. Section 4.5 concludes that impacts related to cultural resources would be less than significant

with mitigation incorporated. Section 4.7 concludes that impacts related to geology and soils would be less than significant. The project would not significantly impact the environment with concern to the routine transport of hazardous materials, as concluded in Section 4.9. Impacts to hydrology and water quality were shown to be less than significant in Section 4.10. Impacts to land use and planning would occur because of the project, as discussed in Section 4.11 would be less than significant with mitigation incorporated. Aesthetics as noted in Section 4.1 would be less than significant with mitigation incorporated. The environmental analysis provided in Section 4.13 concludes that impacts related to noise would be less than significant. Based on the preceding analysis of potential impacts in the responses to items 4.1 thru 4.20, no evidence is presented that this project would degrade the quality of the environment. The City hereby finds that impacts related to aesthetics, cultural resources, and traffic would be less than significant with mitigation incorporation as discussed in Section 4.1, 4.5, 4.17, and 4.18 respectively.

b) Does the project have impacts that are individually limited, but cumulatively considerable?

No Impact. Cumulative impacts can result from the interactions of environmental changes resulting from one proposed project with other past, present, and future projects that affect the same resources. As an example, impacts to utilities and infrastructure systems, public services, transportation network elements, air basin, watershed, or other physical conditions. Such impacts could be short-term and temporary, usually consisting of overlapping construction impacts, as well as long term, due to the permanent land use changes involved. Such impacts are expected to be less than significant for this project due to the fact that there are no other similar projects taking place within 1,000 feet of the proposed project, which is the minimum distance allowed in the Garden Grove Billboard Ordinance between digital billboards in the City. The removal of the four existing static billboards and two sign poles and the installation of the new digital LED billboard will not substantially impact the environment. Therefore, no cumulative impacts would occur.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant with Mitigation Incorporated. Based on the analysis of the project's impacts in the responses to items 4.1 thru 4.20, there are no indications that this project could result in substantial adverse effects on the environment, including human beings. While there will be limited temporary adverse effects during construction related to noise and criteria pollutant emissions, these were determined to be reduced to less than significant. Long-term effects will include minor changes to the visual character of the site and surrounding roadways due to the addition of the digital billboard to the area, and associated changes to lighting conditions. However, these changes are anticipated to be consistent with the existing aesthetic character and land uses of the urbanized area within the SR-22 corridor. Moreover, mitigation is incorporated to reduce the level of significance related to light and glare and traffic safety to a less-than-significant level. The analysis herein concludes that direct and indirect environmental effects will at worst require mitigation to reduce to less than significant levels.

Generally, environmental effects will result in less than significant impacts. Based on the analysis in this Initial Study, the City finds that direct and indirect impacts to human beings will be less than significant with proposed mitigation incorporated. As discussed throughout this Initial Study, the removal of the existing billboards and construction and operation of the proposed new digital LED billboard will generally result in less than significant environmental impacts (with mitigation incorporated).

1408350.1 Page 310 8 494

Evaluation of Environmental Impacts

This Page Intentionally Left Blank

5.1 - List of Preparers

City of Garden Grove (Lead Agency)

Community and Economic Development Department 11222 Acacia Parkway Garden Grove, CA 92840

Paul Guerrero, Senior Program Specialist

MIG, Inc. (Environmental Analysis)

1500 Iowa Avenue, Suite 110 Riverside, California 92507 951-787-9222

Bob Prasse, Director of Environmental Services C.J. Davis, Senior Project Associate Cameron Hile, Associate Analyst

This Page Intentionally Left Blank

6 Summary of Mitigation Measures

Mitigation Measure AES-1: The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face during nighttime conditions upon initial start-up through field-testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field-testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.

Mitigation Measure AES-2: Signs shall be installed with sensors, which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time, so it does not exceed the level of illumination identified under Mitigation Measure AES-1.

Mitigation Measure CUL-1: Conduct Archaeological Sensitivity Training for Construction Personnel. The project proponent shall retain a qualified professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards, to conduct Archaeological Sensitivity Training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resources professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The training session will include a handout and will focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological monitors, and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation if one is necessary.

Mitigation Measure CUL-2: Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered. In the event that archaeological resources are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until a qualified archaeologist has examined the newly discovered artifact(s) and has evaluated the area of the find. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by a qualified professional archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. Should the newly discovered artifacts be determined to be prehistoric, Native American Tribes/Individuals should be contacted and consulted and Native American construction monitoring should be initiated. The Applicant and City shall coordinate with the archaeologist to develop an appropriate treatment plan for the resources. The plan may include implementation of archaeological data recovery excavations to address treatment of the resource along with subsequent laboratory processing and analysis.

Mitigation Measure GEO-1: Conduct Paleontological Sensitivity Training for Construction Personnel. The applicant shall retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct a paleontological sensitivity training for construction personnel prior to commencement of excavation activities. The training will include a handout and will focus on how to identify paleontological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of paleontological monitors, notification and other procedures to follow upon discovery of

1408350.1 Page 314 89 494

resources, and the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary.

Mitigation Measure GEO-2: Conduct Periodic Paleontological Spot Checks during Grading and Earth-moving Activities. The applicant shall retain a professional paleontologist who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct periodic Paleontological Spot Checks beginning at depths below six feet to determine if construction excavations have extended into older Quaternary deposits. After the initial paleontological spot check, further periodic checks will be conducted at the discretion of the qualified paleontologist. If the qualified paleontologist determines that construction excavations have extended into the older Quaternary deposits, construction monitoring for paleontological resources will be required. The applicant shall retain a qualified paleontological monitor, who will work under the quidance and direction of a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology. The paleontological monitor shall be present during all construction excavations (e.g., grading, trenching, or clearing/grubbing) into the older Pleistocene alluvial deposits. Multiple earth-moving construction activities may require multiple paleontological monitors. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known paleontological resources and/or unique geological features, the materials being excavated (native versus artificial fill soils), and the depth of excavation, and if found, the abundance and type of paleontological resources and/or unique geological features encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the qualified professional paleontologist.

Mitigation Measure GEO-3: Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered. If paleontological resources and or unique geological features are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until appropriate paleontological treatment plan has been approved by the applicant and the County. Work shall be allowed to continue outside of the buffer area. The applicant and County shall coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing.

Mitigation Measure GEO-4: All significant fossils collected, if any, will be prepared in a properly equipped paleontology laboratory to a point ready for curation. Preparation will include the careful removal of excess matrix from fossil materials and stabilizing and repairing specimens, as necessary. Following laboratory work, all fossils specimens will be identified to the lowest taxonomic level, cataloged, analyzed, and delivered to a regionally-accredited museum repository, such as the SBCM in Redlands or the NHMLAC in Los Angeles, for permanent curation and storage. The cost of curation is assessed by the repository and is the responsibility of the landowner. A final report should be prepared to describe the results of the paleontological mitigation monitoring efforts. The report will include a summary of the field methods, laboratory methods (if any), an overview of the geology and paleontology of the construction site, a list of taxa recovered (if any), an analysis of fossils recovered (if any) and their scientific significance, and recommendations. If the monitoring efforts produce fossils, then a copy of the report also will be submitted to the curation facility.

Mitigation Measure TRANS-1: The operator of the digital LED billboards shall comply with the following at all times:

- a) No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display.
- b) The minimum display duration time for messages shall be not less than eight seconds, and the minimum display time between messages shall be not more than one second.
- c) The minimum font size shall be established for the maximum speed on SR-22 freeway. The font size standard shall be in accordance with the sign industry's best practices formula.
- d) Prior to implementing any of the following, the operator shall submit a request and obtain permission from the City: installing, implementing or using any technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device.
- e) In the event of any failure or combination of failures that affect the digital billboards' luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.

Mitigation Measure TRANS-2: The operator of the digital LED billboard shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the SR-22 freeway corridor. The report shall, when appropriate, identify incidents or facts that relate to specific digital billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:

- a) Status of the operator's license as required by California Business and Professions Code para 5300 et seq.;
- b) Status of the required permit for individual digital billboards, as required by California Business and Professions Code para. 5350 et seq.;
- c) Compliance with the California Outdoor Advertising Act, California Business and Professions Code para 5200 and all regulations adopted pursuant to such Act;
- d) Compliance with California Vehicle Code para 21466.5 and 21467;
- e) Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23 U.S.C. §131);
- f) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
- g) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor;
- h) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and
- i) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode.

1408350.1 Page 316 % 494

Summary of Mitigation Measures

This Page Intentionally Left Blank

	OUTFRONT MEDIA GAI Mitigated Negative Declar						
	<u> </u>	Monitoring Timing/	Monitoring			rification of	Compliance
	Mitigation Measures	Frequency	Compliance	Agency	Initials	Date	Remarks
Aesthetics	Mitigation Measure						
AES-1	The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face during nighttime conditions upon initial start-up through field-testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field-testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance. If increases in ambient light are found to be above the 0.3 footcandle level, the dimming level shall be adjusted until this level can be demonstrated.	Prior to Issuance of Building Permit	Field-testing	Community Development Department			
AES-2	Signs shall be installed with sensors, which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time, so it does not exceed the level of illumination identified under Mitigation Measure AE-1.	Prior to Issuance of Building Permit; Throughout operation	Field-testing	Community Development Department			
Cultural a	nd Tribal Resources Mitigation Measures						
CUL-1	Conduct Archaeological Sensitivity Training for Construction Personnel. The project proponent shall retain a qualified professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards, to conduct Archaeological Sensitivity Training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resources professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The training session will include a handout and will focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological monitors, and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation if one is necessary.	Prior to construction	Conduct training	Community Development Department			
CUL-2	Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered. In the event that archaeological resources are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be	During Grading and throughout construction	Grading and excavation	Community Development Department			

work under the guidance and direction of a professional

OUTFRONT MEDIA GARDEN GROVE DIGITAL BILLBOARD PROJECT Mitigated Negative Declaration: Mitigation Monitoring Reporting Program **Verification of Compliance** Monitoring Action Indicating Monitorina Timing/ Mitigation Measures Compliance Agency Initials Date Remarks Frequency evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until a qualified archaeologist has examined the newly discovered artifact(s) and has evaluated the area of the find. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by a qualified professional archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. Should the newly discovered artifacts be determined to be prehistoric. Native American Tribes/Individuals should be contacted and consulted and Native American construction monitoring should be initiated. The Applicant and City shall coordinate with the archaeologist to develop an appropriate treatment plan for the resources. The plan may include implementation of archaeological data recovery excavations to address treatment of the resource along with subsequent laboratory processing and analysis. Conduct Paleontological Sensitivity Training for Construction Personnel. The applicant shall retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct a paleontological sensitivity training for construction personnel prior to commencement of excavation activities. The training will Community Prior to **GEO-1** include a handout and will focus on how to identify Conduct training Development construction paleontological resources that may be encountered during Department earthmoving activities and the procedures to be followed in such an event, the duties of paleontological monitors, notification and other procedures to follow upon discovery of resources, and the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary. Conduct Periodic Paleontological Spot Checks during Grading and Earth-moving Activities. The applicant shall retain a professional paleontologist who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct periodic Paleontological Spot Checks beginning at depths below six feet to determine if construction excavations have extended **During Grading and** Community into older Quaternary deposits. After the initial paleontological Grading and GEO-2 throughout Development spot check, further periodic checks will be conducted at the excavation construction Department discretion of the qualified paleontologist. If the qualified paleontologist determines that construction excavations have extended into the older Quaternary deposits, construction monitoring for paleontological resources will be required. The applicant shall retain a qualified paleontological monitor, who will

NHMLAC in Los Angeles, for permanent curation and storage.

OUTFRONT MEDIA GARDEN GROVE DIGITAL BILLBOARD PROJECT Mitigated Negative Declaration: Mitigation Monitoring Reporting Program **Verification of Compliance** Monitoring Action Indicating Monitorina Timina/ Mitigation Measures Compliance Agency Initials Date Remarks Frequency paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology. The paleontological monitor shall be present during all construction excavations (e.g., grading, trenching, or clearing/grubbing) into the older Pleistocene alluvial deposits. Multiple earth-moving construction activities may require multiple paleontological monitors. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known paleontological resources and/or unique geological features, the materials being excavated (native versus artificial fill soils), and the depth of excavation, and if found, the abundance and type of paleontological resources and/or unique geological features encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the qualified professional paleontologist. Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered. If paleontological resources and or unique geological features are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until appropriate paleontological treatment plan has been approved by the **During Grading and** Community applicant and the County. Work shall be allowed to continue Grading and GEO-3 throughout Development outside of the buffer area. The applicant and County shall excavation Department construction coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. All significant fossils collected, if any, will be prepared in a properly equipped paleontology laboratory to a point ready for curation. Preparation will include the careful removal of excess matrix from fossil materials and stabilizing and repairing **During Grading and** Community Report GEO-4 throughout Development specimens, as necessary. Following laboratory work, all fossils submission construction Department specimens will be identified to the lowest taxonomic level. cataloged, analyzed, and delivered to a regionally-accredited museum repository, such as the SBCM in Redlands or the

	OUTFRONT MEDIA GAF Mitigated Negative Declar						
Mitigation Measures		Monitoring Timing/ Frequency	Action Indicating Compliance	Monitoring Agency	Verification of Initials Date		Remarks
	The cost of curation is assessed by the repository and is the responsibility of the landowner. A final report should be prepared to describe the results of the paleontological mitigation monitoring efforts. The report will include a summary of the field methods, laboratory methods (if any), an overview of the geology and paleontology of the construction site, a list of taxa recovered (if any), an analysis of fossils recovered (if any) and their scientific significance, and recommendations. If the monitoring efforts produce fossils, then a copy of the report also will be submitted to the curation facility.						
Transportat	tion and Traffic Mitigation Measures The operator of the digital LED billboards shall comply with the	I	ı		1		T
TRANS-1	following at all times: a) No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display. b) The minimum display duration time for messages shall be not less than eight seconds, and the minimum display time between messages shall be not more than one second. c) The minimum font size shall be established for the maximum speed on SR-22 freeway. The font size standard shall be in accordance with the sign industry's best practices formula. d) Prior to implementing any of the following, the operator shall submit a request and obtain permission from the City: installing, implementing or using any technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device. e) In the event of any failure or combination of failures that affect the digital billboards' luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.	Prior to Issuance of Building Permit	Field-testing	Community Development Department			

OUTFRONT MEDIA GARDEN GROVE DIGITAL BILLBOARD PROJECT									
Mitigated Negative Declaration: Mitigation Monitoring Reporting Program Monitoring Verification of Compliance									
Mitigation Measures		Monitoring Timing/ Frequency	Action Indicating Compliance	Monitoring Agency	Initials	Date	Remarks		
TRANS-2	The operator of the digital LED billboard shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the SR-22 freeway corridor. The report shall, when appropriate, identify incidents or facts that relate to specific digital billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information: a) Status of the operator's license as required by California Business and Professions Code para 5300 et seq.; b) Status of the required permit for individual digital billboards, as required by California Business and Professions Code para. 5350 et seq.; c) Compliance with the California Outdoor Advertising Act, California Business and Professions Code para 5200 and all regulations adopted pursuant to such Act; d) Compliance with California Vehicle Code para 21466.5 and 21467; e) Compliance with provisions of written agreements between the U.S. Department of Transportation pursuant to the federal Highway Beautification Act (23 U.S.C. § 131); f) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval; g) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor; h) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and i) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and re	During Operation	Field-testing	Community Development Department					

Summary of Mitigation Measures

OUTFRONT MEDIA GARDEN GROVE DIGITAL BILLBOARD PROJECT Mitigated Negative Declaration: Mitigation Monitoring Reporting Program								
Mitigation Measures	Monitoring Timing/ Frequency	Action Indicating Compliance	Monitoring Agency	Verification of Complia		Compliance Remarks		
identified in the report as not operating in normal mode.								

7 Appendix Materials

This Page is Intentionally Left Blank

1408350.1 100

APPENDIX A- VISUAL IMPACT SIMULATION

MIG – March 2019

This Page Intentionally Left Blank

Initial Image locations

Outfront Media LED Sign Garden Grove, CA

March 6, 2019

Prepared by:





View 1 - View from westbound travel lanes (Existing)



View 1 - View from westbound travel lanes (Proposed LED Sign)



View 2 - View from Garden Grove Boulevard and Haster Street on-ramp (Existing)



View 2 - View from Garden Grove Boulevard and Haster Street on-ramp (Proposed LED Sign)



View 3 - View from eastbound travel lanes (Existing)



View 3 - View from eastbound travel lanes (Proposed LED Sign)



APPENDIX B- AIR QUALITY AND GREENHOUSE GAS RESULTS

MIG – March 2019

This Page Intentionally Left Blank

Garden Grove Digital Billboard

South Coast Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Wind Speed (m/s) Precipitation Freq (Days) Urbanization Urban 2.2 31 Climate Zone **Operational Year** 2020 **Utility Company** Southern California Edison **CO2 Intensity** 702.44 0.029 0.006 **CH4 Intensity** N2O Intensity (lb/MWhr) (lb/MWhr) (lb/MWhr)

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Per Site Plan

Energy Use -

Table Name	Column Name	Default Value	New Value
tblLandUse	LandUseSquareFeet	0.00	200.00
tblLandUse	LotAcreage	0.00	0.10

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					lb/e	day							lb/d	day		
2019	1.0016	9.8207	8.1397	0.0134	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,277.693 2	1,277.693 2	0.3568	0.0000	1,283.313 3
Maximum	1.0016	9.8207	8.1397	0.0134	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,277.693 2	1,277.693 2	0.3568	0.0000	1,283.313 3

Mitigated Construction

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					lb/d	day							lb/d	day		
2019	1.0016	9.8207	8.1397	0.0134	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,277.693 2	1,277.693 2	0.3568	0.0000	1,283.313 3
Maximum	1.0016	9.8207	8.1397	0.0134	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,277.693 2	1,277.693 2	0.3568	0.0000	1,283.313 3

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CalEEMod Version: CalEEMod.2016.3.2 Page 3 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

2.2 Overall Operational Unmitigated Operational

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Area	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	1 	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000	0.0000	2.3000e- 004

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Area	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000	0.0000	2.3000e- 004

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2019	6/14/2019	5	10	
2	Site Preparation	Site Preparation	6/15/2019	6/17/2019	5	1	
3	Grading	Grading	6/18/2019	6/19/2019	5	2	
4	Building Construction	Building Construction	6/20/2019	11/6/2019	5	100	
5	Paving	Paving	11/7/2019	11/13/2019	5	5	
6	Architectural Coating	Architectural Coating	11/14/2019	11/20/2019	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 300; Non-Residential Outdoor: 100; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Date: 3/11/2019 11:30 AM

Page 5 of 23

Garden Grove Digital Billboard - South Coast Air Basin, Summer

Date: 3/11/2019 11:30 AM

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
							Pa	age 342 of 494		

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Off-Road	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125		1,159.657 0	1,159.657 0	0.2211		1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125		1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 7 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.2 Demolition - 2019

<u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286
Total	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Off-Road	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 8 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.2 Demolition - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286
Total	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286

3.3 Site Preparation - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.7195	8.9170	4.1407	9.7500e- 003		0.3672	0.3672		0.3378	0.3378		965.1690	965.1690	0.3054	i i	972.8032
Total	0.7195	8.9170	4.1407	9.7500e- 003	0.5303	0.3672	0.8975	0.0573	0.3378	0.3951		965.1690	965.1690	0.3054		972.8032

CalEEMod Version: CalEEMod.2016.3.2 Page 9 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.3 Site Preparation - 2019

<u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	 	0.0000
Worker	0.0243	0.0170	0.2240	5.9000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		59.0181	59.0181	1.8500e- 003	 	59.0643
Total	0.0243	0.0170	0.2240	5.9000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		59.0181	59.0181	1.8500e- 003		59.0643

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Fugitive Dust	11 11 11				0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.7195	8.9170	4.1407	9.7500e- 003		0.3672	0.3672		0.3378	0.3378	0.0000	965.1690	965.1690	0.3054		972.8032
Total	0.7195	8.9170	4.1407	9.7500e- 003	0.5303	0.3672	0.8975	0.0573	0.3378	0.3951	0.0000	965.1690	965.1690	0.3054		972.8032

CalEEMod Version: CalEEMod.2016.3.2 Page 10 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.3 Site Preparation - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0243	0.0170	0.2240	5.9000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		59.0181	59.0181	1.8500e- 003		59.0643
Total	0.0243	0.0170	0.2240	5.9000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		59.0181	59.0181	1.8500e- 003		59.0643

3.4 Grading - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371	 	0.5125	0.5125		1,159.657 0	1,159.657 0	0.2211	 	1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120	0.7528	0.5371	1.2898	0.4138	0.5125	0.9263		1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 11 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.4 Grading - 2019

<u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286
Total	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Fugitive Dust	11 11 11				0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.9530	8.6039	7.6917	0.0120	 	0.5371	0.5371	i i	0.5125	0.5125	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120	0.7528	0.5371	1.2898	0.4138	0.5125	0.9263	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 12 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.4 Grading - 2019

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286
Total	0.0486	0.0340	0.4479	1.1900e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		118.0362	118.0362	3.7000e- 003		118.1286

3.5 Building Construction - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Off-Road	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569		1,127.669 6	1,127.669 6	0.3568		1,136.589 2
Total	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569		1,127.669 6	1,127.669 6	0.3568		1,136.589 2

CalEEMod Version: CalEEMod.2016.3.2 Page 13 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.5 Building Construction - 2019 <u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Off-Road	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569	0.0000	1,127.669 6	1,127.669 6	0.3568		1,136.589 2
Total	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569	0.0000	1,127.669 6	1,127.669 6	0.3568		1,136.589 2

CalEEMod Version: CalEEMod.2016.3.2 Page 14 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.5 Building Construction - 2019 Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.6 Paving - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Off-Road	0.8300	7.8446	7.1478	0.0113		0.4425	0.4425		0.4106	0.4106		1,055.182 3	1,055.182 3	0.3016		1,062.723 1
Paving	0.0000	 				0.0000	0.0000	 	0.0000	0.0000			0.0000			0.0000
Total	0.8300	7.8446	7.1478	0.0113		0.4425	0.4425		0.4106	0.4106		1,055.182 3	1,055.182 3	0.3016		1,062.723 1

CalEEMod Version: CalEEMod.2016.3.2 Page 15 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.6 Paving - 2019
Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0874	0.0612	0.8063	2.1300e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		212.4651	212.4651	6.6600e- 003		212.6315
Total	0.0874	0.0612	0.8063	2.1300e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		212.4651	212.4651	6.6600e- 003		212.6315

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	0.8300	7.8446	7.1478	0.0113	! !	0.4425	0.4425	i i	0.4106	0.4106	0.0000	1,055.182 3	1,055.182 3	0.3016		1,062.723 1
Paving	0.0000					0.0000	0.0000	 	0.0000	0.0000			0.0000			0.0000
Total	0.8300	7.8446	7.1478	0.0113		0.4425	0.4425		0.4106	0.4106	0.0000	1,055.182 3	1,055.182 3	0.3016		1,062.723 1

CalEEMod Version: CalEEMod.2016.3.2 Page 16 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.6 Paving - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0874	0.0612	0.8063	2.1300e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		212.4651	212.4651	6.6600e- 003		212.6315
Total	0.0874	0.0612	0.8063	2.1300e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		212.4651	212.4651	6.6600e- 003		212.6315

3.7 Architectural Coating - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Archit. Coating	0.3708					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e- 003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238	 	282.0423
Total	0.6372	1.8354	1.8413	2.9700e- 003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423

CalEEMod Version: CalEEMod.2016.3.2 Page 17 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.7 Architectural Coating - 2019 <u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	day		
Archit. Coating	0.3708		! !			0.0000	0.0000	! !	0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e- 003		0.1288	0.1288	,	0.1288	0.1288	0.0000	281.4481	281.4481	0.0238	,	282.0423
Total	0.6372	1.8354	1.8413	2.9700e- 003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423

CalEEMod Version: CalEEMod.2016.3.2 Page 18 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

3.7 Architectural Coating - 2019 Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

	Avei	rage Daily Trip Ra	ate	Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

		Miles			Trip %			Trip Purpos	e %
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Commercial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	МН
User Defined Commercial	0.550339	0.043800	0.200255	0.122233	0.016799	0.005871	0.020633	0.029727	0.002027	0.001932	0.004726	0.000704	0.000955

5.0 Energy Detail

Historical Energy Use: Y Page 356 of 494

CalEEMod Version: CalEEMod.2016.3.2 Page 20 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas Unmitigated

	NaturalGa s Use	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/d	day							lb/c	lay		
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CalEEMod Version: CalEEMod.2016.3.2 Page 21 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

5.2 Energy by Land Use - NaturalGas Mitigated

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/d	day							lb/c	day		
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	1 1 1	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	lay		
	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
_ ~ ·	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000	i i	0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004

CalEEMod Version: CalEEMod.2016.3.2 Page 22 of 23 Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard - South Coast Air Basin, Summer

6.2 Area by SubCategory <u>Unmitigated</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory		lb/day											lb/d	lay		
04!	5.1000e- 004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e- 003		1 1			0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e- 005	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory		lb/day											lb/d	day		
_ ··	5.1000e- 004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e- 003		1 1 1			0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e- 005	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004

7.0 Water Detail Page 359 of 494

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Fauinment Type	Number	Hours/Dov	DayaWaar	Haras Dawar	Load Footor	Fuel Type
Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Date: 3/11/2019 11:30 AM

Garden Grove Digital Billboard South Coast Air Basin, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Wind Speed (m/s) Urbanization Urban 2.2 Precipitation Freq (Days) 31 **Climate Zone Operational Year** 2020 **Utility Company** Southern California Edison **CO2 Intensity** 702.44 0.029 0.006 **CH4 Intensity** N2O Intensity (lb/MWhr) (lb/MWhr) (lb/MWhr)

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Per Site Plan

Energy Use -

Table Name	Column Name	Default Value	New Value
tblLandUse	LandUseSquareFeet	0.00	200.00
tblLandUse	LotAcreage	0.00	0.10

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					lb/	day							lb/d	day		
2019	1.0064	9.8207	8.0987	0.0133	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,270.373 8	1,270.373 8	0.3568	0.0000	1,275.988 2
Maximum	1.0064	9.8207	8.0987	0.0133	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,270.373 8	1,270.373 8	0.3568	0.0000	1,275.988 2

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					lb/d	day							lb/c	lay		
2019	1.0064	9.8207	8.0987	0.0133	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,270.373 8	1,270.373 8	0.3568	0.0000	1,275.988 2
Maximum	1.0064	9.8207	8.0987	0.0133	0.8645	0.6054	1.4025	0.4434	0.5569	0.9567	0.0000	1,270.373 8	1,270.373 8	0.3568	0.0000	1,275.988 2

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational Unmitigated Operational

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category		lb/day											lb/d	lay		
Area	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000	 	0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	 	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000	0.0000	2.3000e- 004

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Area	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000	0.0000	2.3000e- 004

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2019	6/14/2019	5	10	
2	Site Preparation	Site Preparation	6/15/2019	6/17/2019	5	1	
3	Grading	Grading	6/18/2019	6/19/2019	5	2	
4	Building Construction	Building Construction	6/20/2019	11/6/2019	5	100	
5	Paving	Paving	11/7/2019	11/13/2019	5	5	
6	Architectural Coating	Architectural Coating	11/14/2019	11/20/2019	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 300; Non-Residential Outdoor: 100; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Date: 3/11/2019 11:35 AM

Page 5 of 23

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	0.00	0.00	0.00	14.70	6.90		LD_Mix	HDT_Mix	HHDT

Page 365 of 494

Date: 3/11/2019 11:35 AM

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Off-Road	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125		1,159.657 0	1,159.657 0	0.2211		1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125		1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 7 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.2 Demolition - 2019
Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003		110.8035
Total	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003		110.8035

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Off-Road	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 8 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.2 Demolition - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	 	0.0000
Worker	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003	 	110.8035
Total	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003		110.8035

3.3 Site Preparation - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.7195	8.9170	4.1407	9.7500e- 003		0.3672	0.3672		0.3378	0.3378		965.1690	965.1690	0.3054	i i	972.8032
Total	0.7195	8.9170	4.1407	9.7500e- 003	0.5303	0.3672	0.8975	0.0573	0.3378	0.3951		965.1690	965.1690	0.3054		972.8032

CalEEMod Version: CalEEMod.2016.3.2 Page 9 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.3 Site Preparation - 2019

<u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0267	0.0187	0.2035	5.6000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		55.3584	55.3584	1.7400e- 003		55.4018
Total	0.0267	0.0187	0.2035	5.6000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		55.3584	55.3584	1.7400e- 003		55.4018

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.7195	8.9170	4.1407	9.7500e- 003		0.3672	0.3672		0.3378	0.3378	0.0000	965.1690	965.1690	0.3054	 	972.8032
Total	0.7195	8.9170	4.1407	9.7500e- 003	0.5303	0.3672	0.8975	0.0573	0.3378	0.3951	0.0000	965.1690	965.1690	0.3054		972.8032

CalEEMod Version: CalEEMod.2016.3.2 Page 10 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.3 Site Preparation - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0267	0.0187	0.2035	5.6000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		55.3584	55.3584	1.7400e- 003		55.4018
Total	0.0267	0.0187	0.2035	5.6000e- 004	0.0559	4.4000e- 004	0.0563	0.0148	4.0000e- 004	0.0152		55.3584	55.3584	1.7400e- 003		55.4018

3.4 Grading - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371		0.5125	0.5125		1,159.657 0	1,159.657 0	0.2211	i i i	1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120	0.7528	0.5371	1.2898	0.4138	0.5125	0.9263		1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 11 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.4 Grading - 2019
Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	 	0.0000
Worker	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003	 	110.8035
Total	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003		110.8035

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	0.9530	8.6039	7.6917	0.0120		0.5371	0.5371	 	0.5125	0.5125	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7
Total	0.9530	8.6039	7.6917	0.0120	0.7528	0.5371	1.2898	0.4138	0.5125	0.9263	0.0000	1,159.657 0	1,159.657 0	0.2211		1,165.184 7

CalEEMod Version: CalEEMod.2016.3.2 Page 12 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.4 Grading - 2019

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003		110.8035
Total	0.0533	0.0373	0.4070	1.1100e- 003	0.1118	8.7000e- 004	0.1127	0.0296	8.1000e- 004	0.0305		110.7167	110.7167	3.4700e- 003		110.8035

3.5 Building Construction - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Off-Road	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569		1,127.669 6	1,127.669 6	0.3568		1,136.589 2
Total	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569		1,127.669 6	1,127.669 6	0.3568		1,136.589 2

CalEEMod Version: CalEEMod.2016.3.2 Page 13 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.5 Building Construction - 2019 <u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Off-Road	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569	0.0000	1,127.669 6	1,127.669 6	0.3568		1,136.589 2
Total	0.9576	9.8207	7.5432	0.0114		0.6054	0.6054		0.5569	0.5569	0.0000	1,127.669 6	1,127.669 6	0.3568		1,136.589 2

CalEEMod Version: CalEEMod.2016.3.2 Page 14 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.5 Building Construction - 2019 Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.6 Paving - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Off-Road	0.8300	7.8446	7.1478	0.0113		0.4425	0.4425		0.4106	0.4106		1,055.182 3	1,055.182 3	0.3016		1,062.723 1
Paving	0.0000					0.0000	0.0000		0.0000	0.0000		 	0.0000		 	0.0000
Total	0.8300	7.8446	7.1478	0.0113		0.4425	0.4425		0.4106	0.4106		1,055.182 3	1,055.182 3	0.3016		1,062.723 1

CalEEMod Version: CalEEMod.2016.3.2 Page 15 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.6 Paving - 2019
Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	 	0.0000
Worker	0.0960	0.0672	0.7326	2.0000e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		199.2901	199.2901	6.2500e- 003	 	199.4463
Total	0.0960	0.0672	0.7326	2.0000e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		199.2901	199.2901	6.2500e- 003		199.4463

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	0.8300	7.8446	7.1478	0.0113		0.4425	0.4425		0.4106	0.4106	0.0000	1,055.182 3	1,055.182 3	0.3016		1,062.723 1
Paving	0.0000		1 1 1 1		 	0.0000	0.0000	i i	0.0000	0.0000		! ! !	0.0000		i i	0.0000
Total	0.8300	7.8446	7.1478	0.0113		0.4425	0.4425		0.4106	0.4106	0.0000	1,055.182 3	1,055.182 3	0.3016		1,062.723 1

CalEEMod Version: CalEEMod.2016.3.2 Page 16 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.6 Paving - 2019

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0960	0.0672	0.7326	2.0000e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		199.2901	199.2901	6.2500e- 003		199.4463
Total	0.0960	0.0672	0.7326	2.0000e- 003	0.2012	1.5700e- 003	0.2028	0.0534	1.4500e- 003	0.0548		199.2901	199.2901	6.2500e- 003		199.4463

3.7 Architectural Coating - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Archit. Coating	0.3708					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e- 003	 	0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238	 	282.0423
Total	0.6372	1.8354	1.8413	2.9700e- 003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423

CalEEMod Version: CalEEMod.2016.3.2 Page 17 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.7 Architectural Coating - 2019 <u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	day		
Archit. Coating	0.3708		! !			0.0000	0.0000	! !	0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e- 003		0.1288	0.1288	,	0.1288	0.1288	0.0000	281.4481	281.4481	0.0238	,	282.0423
Total	0.6372	1.8354	1.8413	2.9700e- 003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423

CalEEMod Version: CalEEMod.2016.3.2 Page 18 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

3.7 Architectural Coating - 2019 Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Page 19 of 23

Garden Grove Digital Billboard - South Coast Air Basin, Winter

Date: 3/11/2019 11:35 AM

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/d	lay		
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

	Avei	rage Daily Trip Ra	ate	Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

		Miles			Trip %			Trip Purpos	e %
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Commercial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	МН
User Defined Commercial	0.550339	0.043800	0.200255	0.122233	0.016799	0.005871	0.020633	0.029727	0.002027	0.001932	0.004726	0.000704	0.000955

5.0 Energy Detail

Historical Energy Use: Y Page 379 of 494

CalEEMod Version: CalEEMod.2016.3.2 Page 20 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas Unmitigated

	NaturalGa s Use	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/d	day							lb/d	day		
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	1 1	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CalEEMod Version: CalEEMod.2016.3.2 Page 21 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

5.2 Energy by Land Use - NaturalGas Mitigated

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/d	day							lb/c	day		
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	 	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	lay		
	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
_ ~ ·	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000	i i	0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004

CalEEMod Version: CalEEMod.2016.3.2 Page 22 of 23 Date: 3/11/2019 11:35 AM

Garden Grove Digital Billboard - South Coast Air Basin, Winter

6.2 Area by SubCategory <u>Unmitigated</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory		lb/day											lb/d	day		
Architectural Coating	5.1000e- 004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e- 003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e- 005	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004

Mitigated

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory		lb/day											lb/d	day		
O 1:	5.1000e- 004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e- 003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e- 005	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004
Total	4.4800e- 003	0.0000	1.0000e- 004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e- 004	2.2000e- 004	0.0000		2.3000e- 004

7.0 Water Detail Page 382 of 494

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Garden Grove Digital Billboard South Coast Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Wind Speed (m/s) Precipitation Freq (Days) Urbanization Urban 2.2 31 Climate Zone **Operational Year** 2020 **Utility Company** Southern California Edison **CO2 Intensity** 702.44 **CH4 Intensity** 0.029 0.006 N2O Intensity (lb/MWhr) (lb/MWhr) (lb/MWhr)

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Per Site Plan

Energy Use -

Table Name	Column Name	Default Value	New Value
tblLandUse	LandUseSquareFeet	0.00	200.00
tblLandUse	LotAcreage	0.00	0.10

2.0 Emissions Summary

2.1 Overall Construction <u>Unmitigated Construction</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					ton	s/yr							MT	/yr		
2019	0.0581	0.5717	0.4523	6.9000e- 004	2.2000e- 003	0.0351	0.0373	7.6000e- 004	0.0325	0.0332	0.0000	62.0284	62.0284	0.0183	0.0000	62.4858
Maximum	0.0581	0.5717	0.4523	6.9000e- 004	2.2000e- 003	0.0351	0.0373	7.6000e- 004	0.0325	0.0332	0.0000	62.0284	62.0284	0.0183	0.0000	62.4858

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					ton	s/yr							MT	-/yr		
2019	0.0581	0.5717	0.4523	6.9000e- 004	2.2000e- 003	0.0351	0.0373	7.6000e- 004	0.0325	0.0332	0.0000	62.0283	62.0283	0.0183	0.0000	62.4857
Maximum	0.0581	0.5717	0.4523	6.9000e- 004	2.2000e- 003	0.0351	0.0373	7.6000e- 004	0.0325	0.0332	0.0000	62.0283	62.0283	0.0183	0.0000	62.4857

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Garden Grove Digital Billboard - South Coast Air Basin, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-1-2019	8-31-2019	0.3465	0.3465
2	9-1-2019	9-30-2019	0.1155	0.1155
		Highest	0.3465	0.3465

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	⁷ /yr		
Area	8.2000e- 004	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste			1 1 1			0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water			1 1 1			0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	8.2000e- 004	0.0000	1.0000e- 005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005

Date: 3/11/2019 11:28 AM

CalEEMod Version: CalEEMod.2016.3.2 Page 4 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

2.2 Overall Operational

Mitigated Operational

Total	8.2000e- 004	0.0000	1.0000e- 005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005
Water	,,					0.0000	0.0000	1 	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste	,,					0.0000	0.0000	,	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	1 	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Area	8.2000e- 004	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005
Category					ton	s/yr							МТ	/yr		
	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Page 5 of 29

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2019	6/14/2019	5	10	
2	Site Preparation	Site Preparation	6/15/2019	6/17/2019	5	1	
3	Grading	Grading	6/18/2019	6/19/2019	5	2	
4	Building Construction	Building Construction	6/20/2019	11/6/2019	5	100	
5	Paving	Paving	11/7/2019	11/13/2019	5	5	
6	Architectural Coating	Architectural Coating	11/14/2019	11/20/2019	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 300; Non-Residential Outdoor: 100; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Date: 3/11/2019 11:28 AM

Page 6 of 29

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	0.00	0.00	0.00	14.70	6.90		LD_Mix	HDT_Mix	HHDT

Page 389 of 494

Date: 3/11/2019 11:28 AM

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
1	4.7700e- 003	0.0430	0.0385	6.0000e- 005		2.6900e- 003	2.6900e- 003		2.5600e- 003	2.5600e- 003	0.0000	5.2601	5.2601	1.0000e- 003	0.0000	5.2852
Total	4.7700e- 003	0.0430	0.0385	6.0000e- 005		2.6900e- 003	2.6900e- 003		2.5600e- 003	2.5600e- 003	0.0000	5.2601	5.2601	1.0000e- 003	0.0000	5.2852

CalEEMod Version: CalEEMod.2016.3.2 Page 8 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.2 Demolition - 2019
Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.4000e- 004	1.9000e- 004	2.0900e- 003	1.0000e- 005	5.5000e- 004	0.0000	5.5000e- 004	1.5000e- 004	0.0000	1.5000e- 004	0.0000	0.5101	0.5101	2.0000e- 005	0.0000	0.5105
Total	2.4000e- 004	1.9000e- 004	2.0900e- 003	1.0000e- 005	5.5000e- 004	0.0000	5.5000e- 004	1.5000e- 004	0.0000	1.5000e- 004	0.0000	0.5101	0.5101	2.0000e- 005	0.0000	0.5105

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
1	4.7700e- 003	0.0430	0.0385	6.0000e- 005		2.6900e- 003	2.6900e- 003		2.5600e- 003	2.5600e- 003	0.0000	5.2601	5.2601	1.0000e- 003	0.0000	5.2852
Total	4.7700e- 003	0.0430	0.0385	6.0000e- 005		2.6900e- 003	2.6900e- 003		2.5600e- 003	2.5600e- 003	0.0000	5.2601	5.2601	1.0000e- 003	0.0000	5.2852

CalEEMod Version: CalEEMod.2016.3.2 Page 9 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.2 Demolition - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.4000e- 004	1.9000e- 004	2.0900e- 003	1.0000e- 005	5.5000e- 004	0.0000	5.5000e- 004	1.5000e- 004	0.0000	1.5000e- 004	0.0000	0.5101	0.5101	2.0000e- 005	0.0000	0.5105
Total	2.4000e- 004	1.9000e- 004	2.0900e- 003	1.0000e- 005	5.5000e- 004	0.0000	5.5000e- 004	1.5000e- 004	0.0000	1.5000e- 004	0.0000	0.5101	0.5101	2.0000e- 005	0.0000	0.5105

3.3 Site Preparation - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Fugitive Dust					2.7000e- 004	0.0000	2.7000e- 004	3.0000e- 005	0.0000	3.0000e- 005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.6000e- 004	4.4600e- 003	2.0700e- 003	0.0000	 	1.8000e- 004	1.8000e- 004	1 1 1	1.7000e- 004	1.7000e- 004	0.0000	0.4378	0.4378	1.4000e- 004	0.0000	0.4413
Total	3.6000e- 004	4.4600e- 003	2.0700e- 003	0.0000	2.7000e- 004	1.8000e- 004	4.5000e- 004	3.0000e- 005	1.7000e- 004	2.0000e- 004	0.0000	0.4378	0.4378	1.4000e- 004	0.0000	0.4413

CalEEMod Version: CalEEMod.2016.3.2 Page 10 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.3 Site Preparation - 2019

<u>Unmitigated Construction Off-Site</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e- 005	1.0000e- 005	1.0000e- 004	0.0000	3.0000e- 005	0.0000	3.0000e- 005	1.0000e- 005	0.0000	1.0000e- 005	0.0000	0.0255	0.0255	0.0000	0.0000	0.0255
Total	1.0000e- 005	1.0000e- 005	1.0000e- 004	0.0000	3.0000e- 005	0.0000	3.0000e- 005	1.0000e- 005	0.0000	1.0000e- 005	0.0000	0.0255	0.0255	0.0000	0.0000	0.0255

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Fugitive Dust					2.7000e- 004	0.0000	2.7000e- 004	3.0000e- 005	0.0000	3.0000e- 005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.6000e- 004	4.4600e- 003	2.0700e- 003	0.0000		1.8000e- 004	1.8000e- 004	 	1.7000e- 004	1.7000e- 004	0.0000	0.4378	0.4378	1.4000e- 004	0.0000	0.4413
Total	3.6000e- 004	4.4600e- 003	2.0700e- 003	0.0000	2.7000e- 004	1.8000e- 004	4.5000e- 004	3.0000e- 005	1.7000e- 004	2.0000e- 004	0.0000	0.4378	0.4378	1.4000e- 004	0.0000	0.4413

CalEEMod Version: CalEEMod.2016.3.2 Page 11 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.3 Site Preparation - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e- 005	1.0000e- 005	1.0000e- 004	0.0000	3.0000e- 005	0.0000	3.0000e- 005	1.0000e- 005	0.0000	1.0000e- 005	0.0000	0.0255	0.0255	0.0000	0.0000	0.0255
Total	1.0000e- 005	1.0000e- 005	1.0000e- 004	0.0000	3.0000e- 005	0.0000	3.0000e- 005	1.0000e- 005	0.0000	1.0000e- 005	0.0000	0.0255	0.0255	0.0000	0.0000	0.0255

3.4 Grading - 2019

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Fugitive Dust					7.5000e- 004	0.0000	7.5000e- 004	4.1000e- 004	0.0000	4.1000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.5000e- 004	8.6000e- 003	7.6900e- 003	1.0000e- 005		5.4000e- 004	5.4000e- 004	i i i	5.1000e- 004	5.1000e- 004	0.0000	1.0520	1.0520	2.0000e- 004	0.0000	1.0570
Total	9.5000e- 004	8.6000e- 003	7.6900e- 003	1.0000e- 005	7.5000e- 004	5.4000e- 004	1.2900e- 003	4.1000e- 004	5.1000e- 004	9.2000e- 004	0.0000	1.0520	1.0520	2.0000e- 004	0.0000	1.0570

CalEEMod Version: CalEEMod.2016.3.2 Page 12 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.4 Grading - 2019
Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.0000e- 005	4.0000e- 005	4.2000e- 004	0.0000	1.1000e- 004	0.0000	1.1000e- 004	3.0000e- 005	0.0000	3.0000e- 005	0.0000	0.1020	0.1020	0.0000	0.0000	0.1021
Total	5.0000e- 005	4.0000e- 005	4.2000e- 004	0.0000	1.1000e- 004	0.0000	1.1000e- 004	3.0000e- 005	0.0000	3.0000e- 005	0.0000	0.1020	0.1020	0.0000	0.0000	0.1021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	⁻ /yr		
Fugitive Dust					7.5000e- 004	0.0000	7.5000e- 004	4.1000e- 004	0.0000	4.1000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	9.5000e- 004	8.6000e- 003	7.6900e- 003	1.0000e- 005		5.4000e- 004	5.4000e- 004	 	5.1000e- 004	5.1000e- 004	0.0000	1.0520	1.0520	2.0000e- 004	0.0000	1.0570
Total	9.5000e- 004	8.6000e- 003	7.6900e- 003	1.0000e- 005	7.5000e- 004	5.4000e- 004	1.2900e- 003	4.1000e- 004	5.1000e- 004	9.2000e- 004	0.0000	1.0520	1.0520	2.0000e- 004	0.0000	1.0570

CalEEMod Version: CalEEMod.2016.3.2 Page 13 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.4 Grading - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr									MT/yr						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.0000e- 005	4.0000e- 005	4.2000e- 004	0.0000	1.1000e- 004	0.0000	1.1000e- 004	3.0000e- 005	0.0000	3.0000e- 005	0.0000	0.1020	0.1020	0.0000	0.0000	0.1021
Total	5.0000e- 005	4.0000e- 005	4.2000e- 004	0.0000	1.1000e- 004	0.0000	1.1000e- 004	3.0000e- 005	0.0000	3.0000e- 005	0.0000	0.1020	0.1020	0.0000	0.0000	0.1021

3.5 Building Construction - 2019

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
- Cil rioda	0.0479	0.4910	0.3772	5.7000e- 004		0.0303	0.0303	 	0.0279	0.0279	0.0000	51.1502	51.1502	0.0162	0.0000	51.5548	
Total	0.0479	0.4910	0.3772	5.7000e- 004		0.0303	0.0303		0.0279	0.0279	0.0000	51.1502	51.1502	0.0162	0.0000	51.5548	

CalEEMod Version: CalEEMod.2016.3.2 Page 14 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.5 Building Construction - 2019 <u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction On-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
- Cil rioda	0.0479	0.4910	0.3772	5.7000e- 004		0.0303	0.0303	 	0.0279	0.0279	0.0000	51.1502	51.1502	0.0162	0.0000	51.5548
Total	0.0479	0.4910	0.3772	5.7000e- 004		0.0303	0.0303		0.0279	0.0279	0.0000	51.1502	51.1502	0.0162	0.0000	51.5548

CalEEMod Version: CalEEMod.2016.3.2 Page 15 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.5 Building Construction - 2019 Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.6 Paving - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	⁻ /yr		
	2.0700e- 003	0.0196	0.0179	3.0000e- 005		1.1100e- 003	1.1100e- 003		1.0300e- 003	1.0300e- 003	0.0000	2.3931	2.3931	6.8000e- 004	0.0000	2.4102
	0.0000					0.0000	0.0000	 	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	2.0700e- 003	0.0196	0.0179	3.0000e- 005		1.1100e- 003	1.1100e- 003		1.0300e- 003	1.0300e- 003	0.0000	2.3931	2.3931	6.8000e- 004	0.0000	2.4102

CalEEMod Version: CalEEMod.2016.3.2 Page 16 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.6 Paving - 2019
Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.2000e- 004	1.7000e- 004	1.8800e- 003	1.0000e- 005	4.9000e- 004	0.0000	5.0000e- 004	1.3000e- 004	0.0000	1.3000e- 004	0.0000	0.4591	0.4591	1.0000e- 005	0.0000	0.4595
Total	2.2000e- 004	1.7000e- 004	1.8800e- 003	1.0000e- 005	4.9000e- 004	0.0000	5.0000e- 004	1.3000e- 004	0.0000	1.3000e- 004	0.0000	0.4591	0.4591	1.0000e- 005	0.0000	0.4595

Mitigated Construction On-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
	2.0700e- 003	0.0196	0.0179	3.0000e- 005		1.1100e- 003	1.1100e- 003		1.0300e- 003	1.0300e- 003	0.0000	2.3931	2.3931	6.8000e- 004	0.0000	2.4102
Paving	0.0000		 		 	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	2.0700e- 003	0.0196	0.0179	3.0000e- 005		1.1100e- 003	1.1100e- 003		1.0300e- 003	1.0300e- 003	0.0000	2.3931	2.3931	6.8000e- 004	0.0000	2.4102

CalEEMod Version: CalEEMod.2016.3.2 Page 17 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.6 Paving - 2019

<u>Mitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.2000e- 004	1.7000e- 004	1.8800e- 003	1.0000e- 005	4.9000e- 004	0.0000	5.0000e- 004	1.3000e- 004	0.0000	1.3000e- 004	0.0000	0.4591	0.4591	1.0000e- 005	0.0000	0.4595
Total	2.2000e- 004	1.7000e- 004	1.8800e- 003	1.0000e- 005	4.9000e- 004	0.0000	5.0000e- 004	1.3000e- 004	0.0000	1.3000e- 004	0.0000	0.4591	0.4591	1.0000e- 005	0.0000	0.4595

3.7 Architectural Coating - 2019

Unmitigated Construction On-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
,	9.3000e- 004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	6.7000e- 004	4.5900e- 003	4.6000e- 003	1.0000e- 005	 	3.2000e- 004	3.2000e- 004	 	3.2000e- 004	3.2000e- 004	0.0000	0.6383	0.6383	5.0000e- 005	0.0000	0.6397
Total	1.6000e- 003	4.5900e- 003	4.6000e- 003	1.0000e- 005		3.2000e- 004	3.2000e- 004		3.2000e- 004	3.2000e- 004	0.0000	0.6383	0.6383	5.0000e- 005	0.0000	0.6397

CalEEMod Version: CalEEMod.2016.3.2 Page 18 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.7 Architectural Coating - 2019 <u>Unmitigated Construction Off-Site</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Archit. Coating	9.3000e- 004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.7000e- 004	4.5900e- 003	4.6000e- 003	1.0000e- 005		3.2000e- 004	3.2000e- 004		3.2000e- 004	3.2000e- 004	0.0000	0.6383	0.6383	5.0000e- 005	0.0000	0.6397
Total	1.6000e- 003	4.5900e- 003	4.6000e- 003	1.0000e- 005		3.2000e- 004	3.2000e- 004		3.2000e- 004	3.2000e- 004	0.0000	0.6383	0.6383	5.0000e- 005	0.0000	0.6397

CalEEMod Version: CalEEMod.2016.3.2 Page 19 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

3.7 Architectural Coating - 2019 Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

	Ave	rage Daily Trip Ra	ate	Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

		Miles			Trip %			Trip Purpos	e %
Land Use	H-W or C-W H-S or C-C H-O or C-NW			H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Commercial	16.60 8.40 6.90			0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	МН
User Defined Commercial	0.550339	0.043800	0.200255	0.122233	0.016799	0.005871	0.020633	0.029727	0.002027	0.001932	0.004726	0.000704	0.000955

5.0 Energy Detail

Historical Energy Use: Y Page 403 of 494

CalEEMod Version: CalEEMod.2016.3.2 Page 21 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

<u>Unmitigated</u>

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					ton	s/yr							MT	/yr		
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	 	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

CalEEMod Version: CalEEMod.2016.3.2 Page 22 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

5.2 Energy by Land Use - NaturalGas Mitigated

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					ton	s/yr							MT	/yr		
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	 	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity <u>Unmitigated</u>

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr		MT	⁻/yr	
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr		МТ	-/yr	
User Defined Commercial	:	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
ľ	8.2000e- 004	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005
	8.2000e- 004	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005

CalEEMod Version: CalEEMod.2016.3.2 Page 24 of 29 Date: 3/11/2019 11:28 AM

Garden Grove Digital Billboard - South Coast Air Basin, Annual

6.2 Area by SubCategory <u>Unmitigated</u>

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory		tons/yr											MT	-/yr		
0 41 1	9.0000e- 005					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	7.2000e- 004		i			0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005
Total	8.1000e- 004	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory		tons/yr											МТ	/yr		
Architectural Coating	9.0000e- 005					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.2000e- 004		1 1			0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005
Total	8.1000e- 004	0.0000	1.0000e- 005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e- 005	2.0000e- 005	0.0000	0.0000	3.0000e- 005

7.0 Water Detail Page 407 of 494

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category		MT	/yr	
ga.ea	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use <u>Unmitigated</u>

	Indoor/Out door Use	Total CO2	CH4	N2O	CO2e			
Land Use	Mgal	MT/yr						
User Defined Commercial	0/0	0.0000	0.0000	0.0000	0.0000			
Total		0.0000	0.0000	0.0000	0.0000			

7.2 Water by Land Use

Mitigated

	Indoor/Out door Use	Total CO2	N2O	CO2e				
Land Use	Mgal	MT/yr						
User Defined Commercial	0/0	0.0000	0.0000	0.0000	0.0000			
Total		0.0000	0.0000	0.0000	0.0000			

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e						
	MT/yr									
Magatod	0.0000	0.0000	0.0000	0.0000						
Unmitigated	0.0000	0.0000	0.0000	0.0000						

8.2 Waste by Land Use <u>Unmitigated</u>

	Waste Disposed	Total CO2	CH4	N2O	CO2e				
Land Use	tons	MT/yr							
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000				
Total		0.0000	0.0000	0.0000	0.0000				

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e			
Land Use	tons	MT/yr						
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000			
Total		0.0000	0.0000	0.0000	0.0000			

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type			
				D	440 - 5 404				
rauc 4 to of 434									

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
-----------------------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Garden Grove LED Digital Billboard Project

South Coast Air Basin, Mitigation Report

Construction Mitigation Summary

Phase	ROG	NOx	СО	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO	CH4	N2O	CO2e
	Percent Reduction											
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demolition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

OFFROAD Equipment Mitigation

Equipment Type	Fuel Type	Tier	Number Mitigated	Total Number of Equipment	DPF	Oxidation Catalyst
Air Compressors	Diesel	No Change	0	1	No Change	0.00
Excavators	Diesel	No Change	0	4	No Change	0.00
Concrete/Industrial Saws	Diesel	No Change	0	2	No Change	0.00
Cranes	Diesel	No Change	0	1	No Change	0.00
Forklifts	Diesel	No Change	0	3	No Change	0.00
Graders	Diesel	No Change	0	2	No Change	0.00
Pavers	Diesel	No Change	0	2	No Change	0.00
Rollers	Diesel	No Change	0	2	No Change	0.00
Rubber Tired Dozers	Diesel	No Change	0	2	No Change	0.00
Tractors/Loaders/Backhoes	Diesel	No Change	0	8	No Change	0.00
Generator Sets	Diesel	No Change	0	1	No Change	0.00
Paving Equipment	Diesel	No Change	0	2	No Change	0.00
Welders	Diesel	No Change	0	1	No Change	0.00
Aerial Lifts	Diesel	No Change	0	1	No Change	0.00
Bore/Drill Rigs	Diesel	No Change	0	1	No Change	0.00
Skid Steer Loaders	Diesel	No Change	0	1	No Change	0.00

Date: 3/8/2019 1:15 PM

CalEEMod Version: CalEEMod.2016.3.1 Page 3 of 11 Date: 3/8/2019 1:15 PM

					1			ı				
Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Unmitigated tons/yr									Unmitiga	ated mt/yr		
Air Compressors	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Bore/Drill Rigs	8.60000E-004	1.06700E-002	1.15700E-002	2.00000E-005	5.50000E-004	5.10000E-004	0.00000E+000	1.46414E+000	1.46414E+000	4.70000E-004	0.00000E+000	1.47598E+000
Concrete/Industria I Saws	4.60000E-003	3.62800E-002	4.05500E-002	7.00000E-005	2.18000E-003	2.18000E-003	0.00000E+000	5.91422E+000	5.91422E+000	3.70000E-004	0.00000E+000	5.92359E+000
Cranes	2.18000E-003	2.59500E-002	1.01800E-002	3.00000E-005	1.07000E-003	9.80000E-004	0.00000E+000	2.43958E+000	2.43958E+000	7.90000E-004	0.00000E+000	2.45930E+000
Excavators	4.65000E-003	4.58400E-002	6.20900E-002	1.00000E-004	2.22000E-003	2.04000E-003	0.00000E+000	8.62030E+000	8.62030E+000	2.79000E-003	0.00000E+000	8.69000E+000
Forklifts	1.58000E-003	1.42700E-002	1.29800E-002	2.00000E-005	1.06000E-003	9.80000E-004	0.00000E+000	1.47720E+000	1.47720E+000	4.80000E-004	0.00000E+000	1.48915E+000
Graders	3.81000E-003	5.06000E-002	1.45200E-002	5.00000E-005	1.62000E-003	1.49000E-003	0.00000E+000	4.66452E+000	4.66452E+000	1.51000E-003	0.00000E+000	4.70223E+000
Pavers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Paving Equipment	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rollers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rubber Tired Dozers	8.64000E-003	9.06600E-002	3.30500E-002	7.00000E-005	4.44000E-003	4.08000E-003	0.00000E+000	6.00442E+000	6.00442E+000	1.94000E-003	0.00000E+000	6.05297E+000
Skid Steer Loaders	4.40000E-004	5.84000E-003	7.65000E-003	1.00000E-005	2.50000E-004	2.30000E-004	0.00000E+000	9.98750E-001	9.98750E-001	3.20000E-004	0.00000E+000	1.00682E+000
Tractors/Loaders/ Backhoes	6.17000E-003	6.16900E-002	6.96600E-002	1.00000E-004	3.72000E-003	3.42000E-003	0.00000E+000	8.64341E+000	8.64341E+000	2.80000E-003	0.00000E+000	8.71329E+000

CalEEMod Version: CalEEMod.2016.3.1 Page 4 of 11 Date: 3/8/2019 1:15 PM

Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Mitigated tons/yr								Mitigate	ed mt/yr		
Air Compressors	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Bore/Drill Rigs	8.60000E-004	1.06700E-002	1.15700E-002	2.00000E-005	5.50000E-004	5.10000E-004	0.00000E+000	1.46414E+000	1.46414E+000	4.70000E-004	0.00000E+000	1.47598E+000
Concrete/Industrial Saws	4.60000E-003	3.62800E-002	4.05500E-002	7.00000E-005	2.18000E-003	2.18000E-003	0.00000E+000	5.91421E+000	5.91421E+000	3.70000E-004	0.00000E+000	5.92358E+000
Cranes	2.18000E-003	2.59500E-002	1.01800E-002	3.00000E-005	1.07000E-003	9.80000E-004	0.00000E+000	2.43958E+000	2.43958E+000	7.90000E-004	0.00000E+000	2.45930E+000
Excavators	4.65000E-003	4.58400E-002	6.20900E-002	1.00000E-004	2.22000E-003	2.04000E-003	0.00000E+000	8.62029E+000	8.62029E+000	2.79000E-003	0.00000E+000	8.68999E+000
Forklifts	1.58000E-003	1.42700E-002	1.29800E-002	2.00000E-005	1.06000E-003	9.80000E-004	0.00000E+000	1.47720E+000	1.47720E+000	4.80000E-004	0.00000E+000	1.48915E+000
Graders	3.81000E-003	5.06000E-002	1.45200E-002	5.00000E-005	1.62000E-003	1.49000E-003	0.00000E+000	4.66451E+000	4.66451E+000	1.51000E-003	0.00000E+000	4.70223E+000
Pavers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Paving Equipment	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rollers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rubber Tired Dozers	8.64000E-003	9.06600E-002	3.30500E-002	7.00000E-005	4.44000E-003	4.08000E-003	0.00000E+000	6.00441E+000	6.00441E+000	1.94000E-003	0.00000E+000	6.05296E+000
Skid Steer Loaders	4.40000E-004	5.84000E-003	7.65000E-003	1.00000E-005	2.50000E-004	2.30000E-004	0.00000E+000	9.98740E-001	9.98740E-001	3.20000E-004	0.00000E+000	1.00682E+000
Tractors/Loaders/Ba ckhoes	6.17000E-003	6.16900E-002	6.96600E-002	1.00000E-004	3.72000E-003	3.42000E-003	0.00000E+000	8.64340E+000	8.64340E+000	2.80000E-003	0.00000E+000	8.71328E+000

CalEEMod Version: CalEEMod.2016.3.1 Page 5 of 11 Date: 3/8/2019 1:15 PM

Equipment Type	ROG	NOx	СО	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
					Pe	rcent Reduction						
Air Compressors	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Bore/Drill Rigs	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Concrete/Industrial Saws	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.69084E-006	1.69084E-006	0.00000E+000	0.00000E+000	1.68817E-006
Cranes	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Excavators	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.16005E-006	1.16005E-006	0.00000E+000	0.00000E+000	1.15075E-006
Forklifts	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Graders	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	2.14384E-006	2.14384E-006	0.00000E+000	0.00000E+000	0.00000E+000
Pavers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Paving Equipment	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rollers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rubber Tired Dozers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.66544E-006	1.66544E-006	0.00000E+000	0.00000E+000	1.65208E-006
Skid Steer Loaders	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.00125E-005	1.00125E-005	0.00000E+000	0.00000E+000	0.00000E+000
Tractors/Loaders/Ba ckhoes	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.15695E-006	1.15695E-006	0.00000E+000	0.00000E+000	1.14767E-006

Fugitive Dust Mitigation

Yes/No	Mitigation Measure	Mitigation Input	Mitigation Input	Mitigation Input
No	Soil Stabilizer for unpaved Roads	PM10 Reduction	PM2.5 Reduction	
No	Replace Ground Cover of Area Disturbed	PM10 Reduction	PM2.5 Reduction	
No	Water Exposed Area	PM10 Reduction	PM2.5 Reduction	Frequency (per day)

CalEEMod Version: CalEEMod.2016.3.1 Page 6 of 11 Date: 3/8/2019 1:15 PM

No	Unpaved Road Mitigation	Moisture Content %	Vehicle Speed (mph)		
No	Clean Paved Road	% PM Reduction			

		Unmi	tigated	Mi	tigated	Percent I	Reduction
Phase	Source	PM10	PM2.5	PM10	PM2.5	PM10	PM2.5
Architectural Coating	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Demolition	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Demolition	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Grading	Fugitive Dust	0.02	0.01	0.02	0.01	0.00	0.00
Grading	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Paving	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Paving	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	Roads	0.00	0.00	0.00	0.00	0.00	0.00

Operational Percent Reduction Summary

CalEEMod Version: CalEEMod.2016.3.1 Page 7 of 11 Date: 3/8/2019 1:15 PM

Category	ROG	NOx	СО	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Percent Reduction											
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hearth	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Natural Gas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Indoor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Outdoor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Operational Mobile Mitigation

Project Setting: Urban

Mitigation	Category	Measure	% Reduction	Input Value 1	Input Value 2	Input Value 3
No	Land Use	Increase Density	0.00			
No	Land Use	Increase Diversity	-0.01	0.13		
No	Land Use	Improve Walkability Design	0.00			
No	Land Use	Improve Destination Accessibility	0.00			
No	Land Use	Increase Transit Accessibility	0.25			
No	Land Use	Integrate Below Market Rate Housing	0.00			
	Land Use	Land Use SubTotal	0.00			

CalEEMod Version: CalEEMod.2016.3.1 Page 8 of 11 Date: 3/8/2019 1:15 PM

No	Neighborhood Enhancements	Improve Pedestrian Network			
No	Neighborhood Enhancements	Provide Traffic Calming Measures			
No	Neighborhood Enhancements	Implement NEV Network	0.00		
	Neighborhood Enhancements	Neighborhood Enhancements Subtotal	0.00		
No	Parking Policy Pricing	Limit Parking Supply	0.00		
No	Parking Policy Pricing	Unbundle Parking Costs	0.00		
No	Parking Policy Pricing	On-street Market Pricing	0.00		
	Parking Policy Pricing	Parking Policy Pricing Subtotal	0.00		
No	Transit Improvements	Provide BRT System	0.00		
No	Transit Improvements	Expand Transit Network	0.00		
No	Transit Improvements	Increase Transit Frequency	0.00		
••••••••••	Transit Improvements	Transit Improvements Subtotal	0.00		••••••••••
		Land Use and Site Enhancement Subtotal	0.00		
No	Commute	Implement Trip Reduction Program			
No	Commute	Transit Subsidy			
No	Commute	Implement Employee Parking "Cash Out"			
No	Commute	Workplace Parking Charge			
No	Commute	Encourage Telecommuting and Alternative Work Schedules	0.00		
No	Commute	Market Commute Trip Reduction Option	0.00		••••••
No	Commute	Employee Vanpool/Shuttle	0.00	2.00	•••••
No	Commute	Provide Ride Sharing Program			
	Commute	Commute Subtotal	0.00		•••••

CalEEMod Version: CalEEMod.2016.3.1 Page 9 of 11 Date: 3/8/2019 1:15 PM

No	School Trip	Implement School Bus Program	0.00		
		Total VMT Reduction	0.00		

Area Mitigation

Measure Implemented	Mitigation Measure	Input Value
No	Only Natural Gas Hearth	
No	No Hearth	
No	Use Low VOC Cleaning Supplies	
No	Use Low VOC Paint (Residential Interior)	50.00
No	Use Low VOC Paint (Residential Exterior)	50.00
No	Use Low VOC Paint (Non-residential Interior)	100.00
No	Use Low VOC Paint (Non-residential Exterior)	100.00
No	Use Low VOC Paint (Parking)	100.00
No	% Electric Lawnmower	
No	% Electric Leafblower	
No	% Electric Chainsaw	

Energy Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
No	Exceed Title 24		
No	Install High Efficiency Lighting		
No	On-site Renewable		

Appliance Type	Land Use Subtype	% Improvement
ClothWasher		30.00
DishWasher		15.00
Fan		50.00
Refrigerator		15.00

Water Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
No	Apply Water Conservation on Strategy		
No	Use Reclaimed Water		
No	Use Grey Water		
No	Install low-flow bathroom faucet	32.00	
No	Install low-flow Kitchen faucet	18.00	
No	Install low-flow Toilet	20.00	
No	Install low-flow Shower	20.00	
No	Turf Reduction		
No	Use Water Efficient Irrigation Systems	6.10	
No	Water Efficient Landscape		

Solid Waste Mitigation

Mitigation Measures	Input Value

CalEEMod Version: CalEEMod.2016.3.1	Page 11 of 11	Date: 3/8/2019 1:15 F	
Institute Recycling and Composting Services Percent Reduction in Waste Disposed			

APPENDIX C- BIOLOGICAL RESOURCES RESULTS

MIG – March 2019

This Page Intentionally Left Blank

CNDDB Quad Species List 26 records.

CINDDD QU	ad Opecies List	20 lecolus.									
Element Type	Scientific Name	Common Name	Element Code	Federal Status	State Status	CDFW Status	CA Rare Plant Rank	Quad Code	Quad Name	Data Status	Taxonomic Sort
Animals - Amphibians	Spea hammondii	western spadefoot	AAABF02020	None	None	ssc	-	3311778	Anaheim	Unprocessed	Animals - Amphibians - Scaphiopodidae - Spea hammondii
Animals - Birds	Buteo swainsoni	Swainson's hawk	ABNKC19070	None	Threatened	-	-	3311778	Anaheim	Mapped	Animals - Birds - Accipitridae - Buteo swainsoni
Animals - Birds	Ardea alba	great egret	ABNGA04040	None	None	-	-	3311778	Anaheim	Unprocessed	Animals - Birds - Ardeidae - Ardea alba
Animals - Birds	Charadrius montanus	mountain plover	ABNNB03100	None	None	SSC	-	3311778	Anaheim	Unprocessed	Animals - Birds - Charadriidae - Charadrius montanus
Animals - Birds	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	Threatened	Endangered	-	-	3311778	Anaheim	Mapped	Animals - Birds - Cuculidae - Coccyzus americanus occidentalis
Animals - Birds	Icteria virens	yellow-breasted chat	ABPBX24010	None	None	ssc	-	3311778	Anaheim	Unprocessed	Animals - Birds - Icteriidae - Icteria virens
Animals - Birds	Setophaga petechia	yellow warbler	ABPBX03010	None	None	ssc	-	3311778	Anaheim	Unprocessed	Animals - Birds - Parulidae - Setophaga petechia
Animals - Birds	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	Threatened	None	ssc	-	3311778	Anaheim	Unprocessed	Animals - Birds - Polioptilidae - Polioptila californica californica
Animals - Birds	Laterallus jamaicensis coturniculus	California black rail	ABNME03041	None	Threatened	FP	-	3311778	Anaheim	Mapped	Animals - Birds - Rallidae - Laterallus jamaicensis coturniculus
Animals - Birds	Athene cunicularia	burrowing owl	ABNSB10010	None	None	ssc	-	3311778	Anaheim	Unprocessed	Animals - Birds - Strigidae - Athene cunicularia
Animals - Birds	Contopus cooperi	olive-sided flycatcher	ABPAE32010	None	None	ssc	-	3311778	Anaheim	Unprocessed	Animals - Birds - Tyrannidae - Contopus cooperi
Animals - Birds	Pyrocephalus rubinus	vermilion flycatcher	ABPAE36010	None	None	ssc	-	3311778	Anaheim	Unprocessed	Animals - Birds - Tyrannidae - Pyrocephalus rubinus
Animals - Fish	Oncorhynchus mykiss irideus pop. 10	steelhead - southern California DPS	AFCHA0209J	Endangered	None	-	-	3311778	Anaheim	Mapped	Animals - Fish - Salmonidae - Oncorhynchus mykiss irideus pop. 10
Animals - Insects	Bombus crotchii	Crotch bumble bee	IIHYM24480	None	None	-	-	3311778	Anaheim	Mapped	Animals - Insects - Apidae - Bombus crotchii
Animals - Insects	Euphydryas editha quino	quino checkerspot butterfly	IILEPK405L	Endangered	None	-	-	3311778	Anaheim	Mapped and Unprocessed	Animals - Insects - Nymphalidae - Euphydryas editha quino
Animals - Mammals	Eumops perotis californicus	western mastiff bat	AMACD02011	None	None	ssc	-	3311778	Anaheim	Mapped	Animals - Mammals - Molossidae - Eumops perotis californicus
Animals - Reptiles	Anniella stebbinsi	southern California legless lizard	ARACC01060	None	None	SSC	-	3311778	Anaheim	Mapped	Animals - Reptiles - Anniellidae - Anniella stebbinsi
Animals - Reptiles	Phrynosoma blainvillii	coast horned lizard	ARACF12100	None	None	SSC	-	3311778	Anaheim	Mapped and Unprocessed	Animals - Reptiles - Phrynosomatidae - Phrynosoma blainvillii
Plants - Vascular	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	None	None	-	1B.1	3311778	Anaheim	Mapped	Plants - Vascular - Asteraceae - Centromadia parryi ssp. australis
Plants - Vascular	Symphyotrichum defoliatum	San Bernardino aster	PDASTE80C0	None	None	-	1B.2	3311778	Anaheim	Mapped	Plants - Vascular - Asteraceae - Symphyotrichum defoliatum
Plants - Vascular	Nasturtium gambelii	Gambel's water cress	PDBRA270V0	Endangered	Threatened	-	1B.1	3311778	Anaheim	Mapped	Plants - Vascular - Brassicaceae - Nasturtium gambelii
Plants - Vascular	Atriplex parishii	Parish's brittlescale	PDCHE041D0	None	None	-	1B.1	3311778	Anaheim	Mapped	Plants - Vascular - Chenopodiaceae - Atriplex parishii
Vascular Plants -						-	1	<u> </u>			Nasturtium gambelii Plants - Vascular - Chen

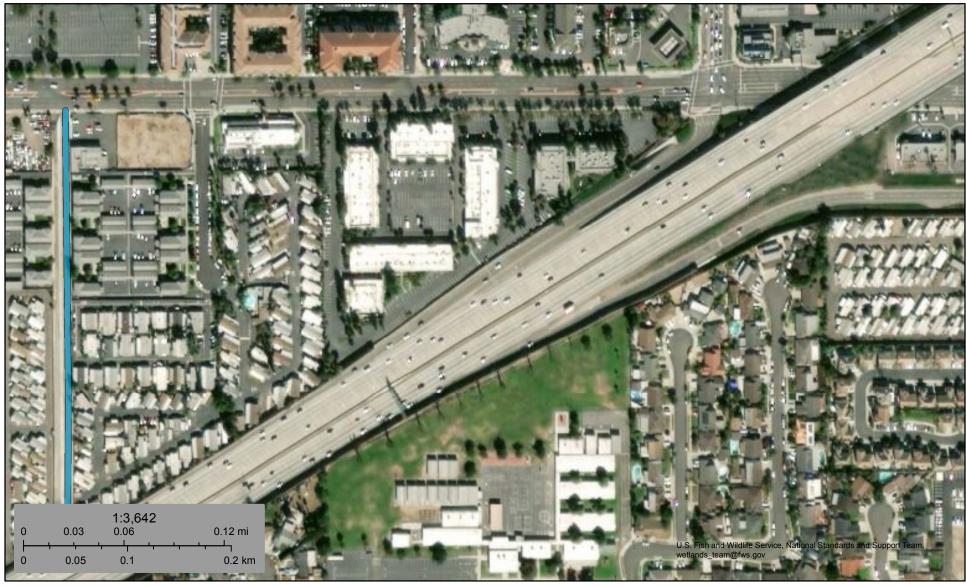
Plants - Vascular	Juglans californica	southern California black walnut	PDJUG02020	None	None	-	4.2	3311778	Anaheim	Unprocessed	Plants - Vascular - Juglandaceae - Juglans californica
Plants - Vascular	Sidalcea neomexicana	salt spring checkerbloom	PDMAL110J0	None	None	-	2B.2	3311778	Anaheim	Mapped	Plants - Vascular - Malvaceae - Sidalcea neomexicana
Plants - Vascular	Abronia villosa var. aurita	chaparral sand- verbena	PDNYC010P1	None	None	-	1B.1	3311778	Anaheim	Mapped	Plants - Vascular - Nyctaginaceae - Abronia villosa var. aurita
Plants - Vascular	Camissoniopsis lewisii	Lewis' evening- primrose	PDONA030X0	None	None	-	3	3311778	Anaheim	Unprocessed	Plants - Vascular - Onagraceae - Camissoniopsis lewisii



U.S. Fish and Wildlife Service

National Wetlands Inventory

Garden Grove Digital Billboard Project



February 28, 2019

Wetlands

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

Other

Riverine Page 427 of 494

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

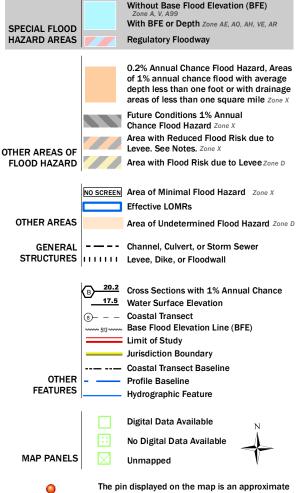


National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT





The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/5/2019 at 6:48:14 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



APPENDIX D- CULTURAL RESOURCES RESULTS

MIG – March 2019

This Page Intentionally Left Blank

Local Government Tribal Consultation List Request

Native American Heritage Commission

1550 Harbor Blvd, Suite 100 West Sacramento, CA 95691 916-373-3710 916-373-5471 - Fax nahc@nahc.ca.gov

Type	of	List	Reg	uested

Type of List Requested
CEQA Tribal Consultation List (AB 52) - Per Public Resources Code § 21080.3.1, subs. (b), (d), (e) and 21080.3.2
General Plan (SB 18) -Per Government Code § 65352.3.
Local Action Type:
General Plan General Plan Element General Plan Amendment
Specific Plan Specific Plan Amendment Pre-planning Outreach Activity
Required Information
Project Title: Garden Grove LED Digital Billboard Project
Local Government/Lead Agency: Community Development Department, Planning Division
Contact Person: Mr. Paul Guerreo, Senior Analysist
Street Address: 1122 Acacia Parkway,
City: Garden Grove, California Zip: 92840
Phone: 714-741-5181 Fax:Email: paulg@ggcity.org
Specific Area Subject to Proposed Action
County: Orange City/Community: Garden Grove
Project Description: The City of Garden Grove is considering the removal and relocation of up to four static billboard faces located at Chapman Avenue west of Santa Rosalia Street, and Garden Grove Boulevard east of Fairview street to the repurposed and installed as a new two-sided digital LED billboard on a parcel of land adjacent to the California State Route 22 Freeway (Project), as specified in the Garden Grove Municipal Code Title 9 Land Use Section 9.20.100 B.
Additional Request
Sacred Lands File Search -Required Information:
USGS Quadrangle Name(s):
Township: Range: Section(s): Page 432 of 494

STATE OF CALIFORNIA Gavin Newsom, Governor

NATIVE AMERICAN HERITAGE COMMISSION

Cultural and Environmental Department 1550 Harbor Blvd., Suite 100

West Sacramento, CA 95691 Phone: (916) 373-3710

Email: nahc@nahc.ca.gov
Website: http://www.nahc.ca.gov

February 13, 2019

Paul Guerreo Community Development Department

VIA Email to: paulg@ggcity.org

RE: Native American Tribal Consultation, Pursuant to the Assembly Bill 52 (AB 52), Amendments to the California Environmental Quality Act (CEQA) (Chapter 532, Statutes of 2014), Public Resources Code Sections 5097.94 (m), 21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21083.09, 21084.2 and 21084.3, Garden Grove LED Digital Billboard Project, Orange County

Dear Mr. Guerreo:

Pursuant to Public Resources Code section 21080.3.1 (c), attached is a consultation list of tribes that are traditionally and culturally affiliated with the geographic area of the above-listed project. Please note that the intent of the AB 52 amendments to CEQA is to avoid and/or mitigate impacts to tribal cultural resources, (Pub. Resources Code §21084.3 (a)) ("Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.")

Public Resources Code sections 21080.3.1 and 21084.3(c) require CEQA lead agencies to consult with California Native American tribes that have requested notice from such agencies of proposed projects in the geographic area that are traditionally and culturally affiliated with the tribes on projects for which a Notice of Preparation or Notice of Negative Declaration or Mitigated Negative Declaration has been filed on or after July 1, 2015. Specifically, Public Resources Code section 21080.3.1 (d) provides:

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section.

The AB 52 amendments to CEQA law does not preclude initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction prior to receiving requests for notification of projects in the tribe's areas of traditional and cultural affiliation. The Native American Heritage Commission (NAHC) recommends, but does not require, early consultation as a best practice to ensure that lead agencies receive sufficient information about cultural resources in a project area to avoid damaging effects to tribal cultural resources.

The NAHC also recommends, but does not require that agencies should also include with their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential effect (APE), such as:



1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:

 A listing of any and all known cultural resources that have already been recorded on or adjacent to the APE, such as known archaeological sites;

Copies of any and all cultural resource records and study reports that may have been provided

by the Information Center as part of the records search response;

• Whether the records search indicates a low, moderate, or high probability that unrecorded

cultural resources are located in the APE; and

If a survey is recommended by the Information Center to determine whether previously

unrecorded cultural resources are present.

2. The results of any archaeological inventory survey that was conducted, including:

Any report that may contain site forms, site significance, and suggested mitigation measures.

All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for

public disclosure in accordance with Government Code section 6254.10.

3. The result of any Sacred Lands File (SLF) check conducted through the NAHC. The request form can be found at http://nahc.ca.gov/wpcontent/uploads/2015/08/Local-Govenment-Tribal-

Consultation-List-Request-Form-update.pdf.

4. Any ethnographic studies conducted for any area including all or part of the APE; and

5. Any geotechnical reports regarding all or part of the APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS are not exhaustive and a negative response to these searches does not preclude the existence of a tribal cultural resource. A tribe

may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the event that they

do, having the information beforehand will help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC.

With your assistance, we can assure that our consultation list remains current.

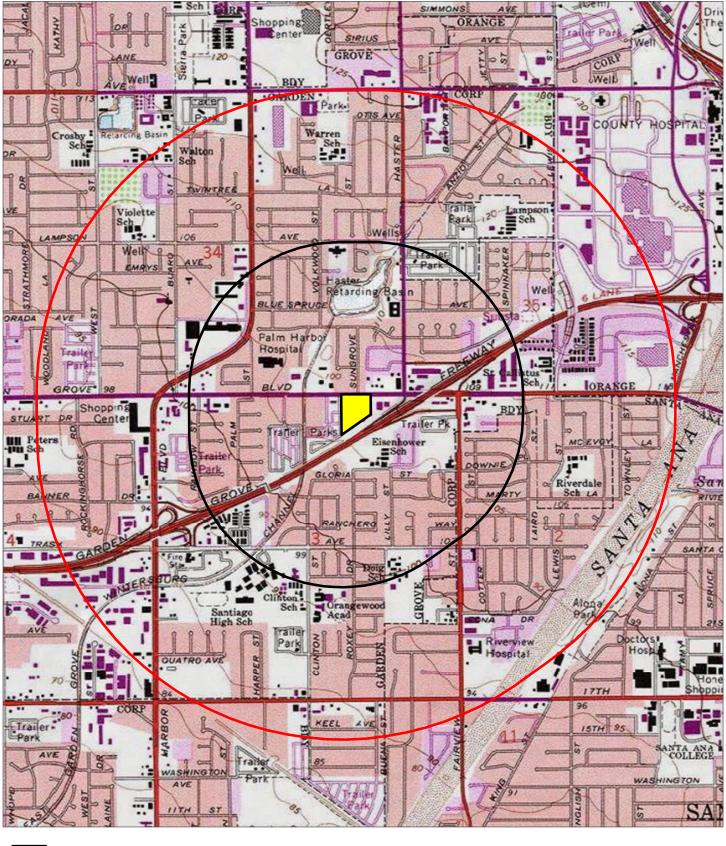
If you have any questions, please contact me at my email address: steven.quinn@nahc.ca.gov.

Sincerely,

Steven Quinn

Associate Governmental Program Analyst

Attachment



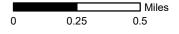
Project Site Boundary

Project Site Buffer: 0.5 mile

Project Site Buffer: 1.0 mile

Anaheim (2012) USGS 7.5" Quadrangle Section: None

Township: 5 Sourth Range: 10 West Scale: 1:24,000



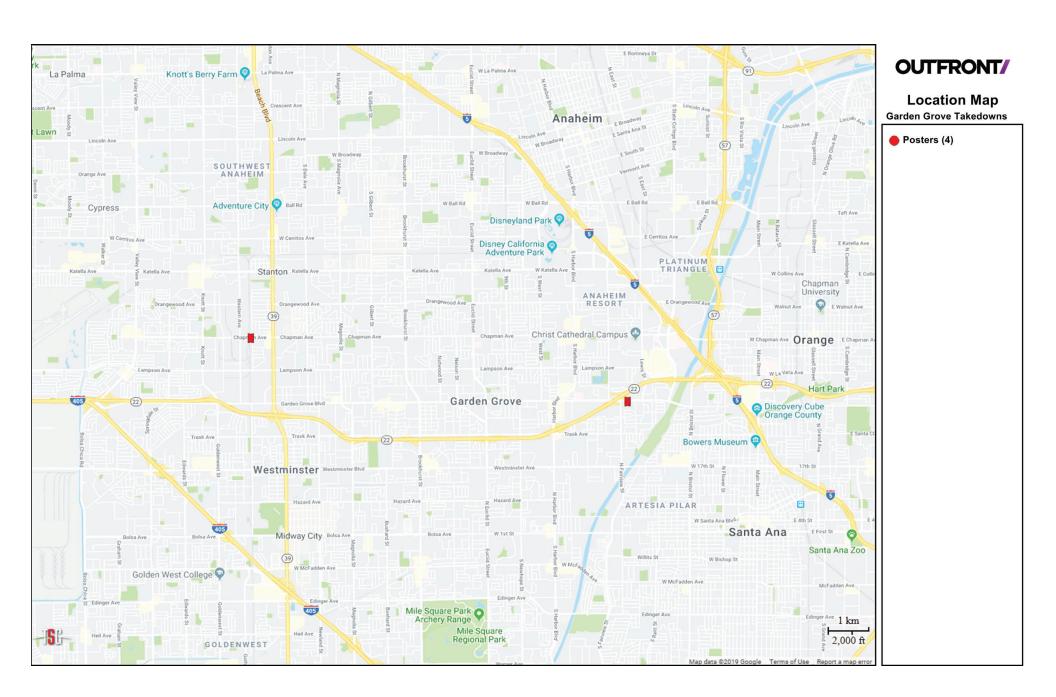
MIG



APPENDIX E- BILLBOARD RELOCATION PLAN

OUTFRONT Media – February 2019

This Page Intentionally Left Blank





18+ Weekly Imp: 40,827

Size: 10′5″x22′8″

Area: Garden Grove / 13

Orange Co.

Zip Code: 92841

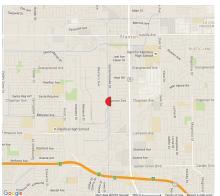
Material: Eco-Poster

Extensions: Not Allowed

Illuminated: No

Latitude: 33.78821

Longitude: -117.99898



geopath



Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.



18+ Weekly Imp: 52,352

Size: 10'5"x22'8"

Area: Garden Grove / 13

Orange Co.

Zip Code: 92841

Material: Eco-Poster

Extensions: Not Allowed

Illuminated: No

Latitude: 33.78821

Longitude: -117.99898



geopath



Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.



18+ Weekly Imp: 66,291

Size: 10'5"x22'8"

Area: Garden Grove / 13

Orange Co.

Zip Code: 92843

Material: Eco-Poster

Extensions: Not Allowed

Illuminated: No

Latitude: 33.77426

Longitude: -117.90137



geopath



Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.



18+ Weekly Imp: 87,160

Size: 10'5"x22'8"

Area: Garden Grove / 13

Orange Co.

Zip Code: 92843

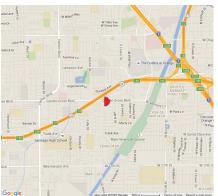
Material: Eco-Poster

Extensions: Not Allowed

Illuminated: No

Latitude: 33.77426

Longitude: -117.90137



geopath



Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.

APPENDIX F- CALTRANS COMMENT LETTER AND RESPONSE

MIG – November 2019

This Page Intentionally Left Blank

DEPARTMENT OF TRANSPORTATION

DISTRICT 12 1750 E 4THST, SUITE 100 SANTA ANA, CA 92705 PHONE (657) 328-6000 FAX (657) 328-6511 TTY 711 www.dof.ca.gov



October 31, 2019

Mr. Paul Guerrero City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 File: IGR/CEQA SCH#: 2019109007 IGR Log: 2019-01238 SR-22, PM: 8.613

Dear Mr. Guerrero:

Thank you for including the California Department of Transportation (Caltrans) in the review of The Initial Study/Mitigated Negative Declaration for the Outfront Media Garden Grove Digital Billboard Project. The City of Garden Grove has received an application for approval of a site plan, and related relocation agreement for the construction and operation of a new digital LED billboard pole sign adjacent to and abutting State Route 22 (SR-22) Freeway. The project applicant proposes to remove a total four (4) existing static billboard faces and two (2) sign poles located at Chapman Avenue west of Santa Rosalia Street and at Garden Grove Boulevard west of Beach Boulevard. The proposed new LED digital billboard will include a two-sided digital display and be 50 feet tall, with a digital display area of approximately 48 feet wide by 14 feet tall. The proposed LED digital billboard would be located within a parking lot adjacent to (SR) 22.

Caltrans is a responsible and commenting agency on this project and has the following comments:

Traffic Operations

1. The proposed new LED digital billboard location is nearby the intersection of Westbound SR-22 on-ramp and Garden Grove Boulevard/Haster Street. The digital billboard has the potential to create distraction for motorists who are not paying attention to the signals or the vehicles in queues as they approach the intersection.

Mr. Paul Guerrero October 31, 2019 Page 2

- 2. The proposed LED digital billboard location is adjacent to the metered Westbound SR-22 on-ramp, where the ramp is a vertical and horizontal curve alignment. Before stopping at the ramp metering signal or entering the freeway, motorists must ascend the on-ramp to reach the ramp plateau. The proposed digital billboard location has the potential to create distraction to the motorists as they travel along the vertical and horizontal on-ramp alignment and as a result will not pay attention to the vehicles in queue.
- 3. Caltrans wishes to caution that the Westbound SR-22 on-ramp to Westbound SR-22 freeway junction creates a turbulent traffic stream due to merging traffic. The proposed billboard location has the potential to create distraction to the traveling motorists near the turbulence area of the on-ramp.
- 4. The Eastbound SR-22 segment just upstream of the proposed billboard location is identified as a segment of high collision concentration. The proposed billboard location has the potential to create distraction to the traveling motorists as they approach the billboard.

Traffic Operations - Outdoor Advertising

5. Any display visible from the National Highway System advertising off-premise commercial must obtain a permit from the Office of Outdoor Advertising (ODA) prior to placement. For any questions, please feel free to contact ODA Southern Area Manager George Anzo at (213) 897-4208 or george.anzo@dot.ca.gov.

Encroachment Permit

6. In the event of any activity in Caltrans right of way an Encroachment Permit will be required. For specific details on Encroachment Permits procedure, please refer to Encroachment Permits Manual at: https://dot.ca.gov/programs/traffic-operations/ep

Mr. Paul Guerrero October 31, 2019 Page 3

Please continue to keep us informed of this project and any future developments that could potentially impact State transportation facilities. If you have any questions or would like to meet with us regarding these comments, please do not hesitate to call Maryam Molavi at (657) 328-6280.

Sincerely,

SCOTT SHELLEY.

Branch Chief, Regional-IGR-Transit Planning



November 7, 2019

To: Paul Guerrero

Senior Analyst

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

From: Cameron Hile

Senior Analyst

MIG, Inc

1500 Iowa Avenue, Suite 110

Riverside, CA 92507

CC: Collin Smith

Regional VP - Real Estate

Outfront Media

1731 Workman Street Los Angeles, CA 90031

Subject: Response to Department of Transportation Letter Dated October 31, 2019

Dear Mr. Guerrero:

This letter is in response to comments submitted by Mr. Scott Shelley, Branch Chief, California Department of Transportation (Caltrans), dated October 31, 2019, regarding the proposed Outfront Media Garden Grove Digital Billboard Draft Initial Study and Mitigated Negative Declaration (IS/MND). Specifically, this letter is in response to Mr. Shelley's comments pertaining to the location of the proposed digital billboard. Mr. Shelley notes the sign would be located near the intersection of Westbound State Route 22 (SR-22) on-ramp and Garden Grove Boulevard at Haster Street, and that this has a potential to create a distraction for motorists as they approach the intersection. Mr. Shelley also notes the sign would be located adjacent to the Westbound SR-22 on-ramp, where the ramp is a vertical and horizontal curve alignment and has the potential to create a distraction for motorists ascending the on-ramp as they travel along the vertical and horizontal on-ramp alignment. Mr. Shelley further notes that the Westbound SR-22 on-ramp to Westbound SR-22 freeway junction creates a turbulent traffic stream due to merging traffic, and that the location of the proposed digital billboard has the potential to create distraction to the traveling motorists near the turbulence area of the on-ramp. Finally, Mr. Shelley notes that the Eastbound SR-22 segment just upstream of the proposed digital billboard location is identified as a segment of high collision concentration, and that the location of the proposed digital billboard has the potential to create distraction to the traveling motorists as they approach the billboard. Below is a brief response to Mr. Shelley's comments.

Generally, Caltrans notes that there may be the potential for the proposed digital billboard to be a distraction to motorists. Caltrans, however, does not present substantial evidence that illustrates

Response to Mr. Scott Shelley Comments Outfront Media Garden Grove Digital Billboard November 7, 2019

how or why this could potentially occur. In other words, Caltrans does not explain or support the basis for its assumptions.

Construction and operation of the proposed sign will adhere to all applicable Federal, State and local regulations and guidelines pertaining to digital billboards, including regulations and guidelines pertaining to siting of signs, design of signs, illumination, and timing and frequency of sign face changes. With adherence to Federal, State and local regulations and guidelines, the proposed digital billboard will not create a distraction for motorists approaching the intersection of Garden Grove Boulevard and Haster Street, for motorists ascending the Westbound SR-22 on-ramp, for motorists on the Westbound SR-22 freeway mainline, or for motorists on the Eastbound SR-22 freeway mainline. Applicable Federal, State and local regulations and guidelines are discussed in more detail below.

California regulates outdoor advertising in the Outdoor Advertising Act (Business and Professions Code §5240 et seq.). Caltrans is the agency charged with enforcing the law and regulations with regards to outdoor advertising on or near State facilities. Caltrans requires applicants for new outdoor lighting to demonstrate that the owner of the parcel consents to the placement of the sign, that the parcel on which the sign would be located is zoned commercial or industrial, and that local building permits are obtained and complied with. A digital LED billboard is identified as a "message center" in the statute, which is an advertising display where the message is changed more than once every two minutes, but no more than once every four seconds (Business and Professions Code §5216.4).

As discussed in Section 2.11, Page 7, of the IS/MND, the applicant is required to obtain a Department of Transportation Outdoor Advertising Act Permit from Caltrans. Further, as discussed in Section 2.12, Pages 7-9, of the IS/MND, the Outdoor Advertising Act contains a number of provisions relating to the construction and operation of billboards:

- The sign must be constructed to withstand a wind pressure of 20 pounds per square feet of exposed surface (§5401).
- No sign shall display any statements or words of an obscene, indecent, or immoral character (§5402).
- No sign shall display flashing, intermittent or moving light or lights (§5403[h]).
- Signs are restricted from areas within 300 feet of an intersection of highways or of highway and railroad rights-of-way, but a sign may be located at the point of interception, as long as a clear view is allowed for 300 feet, and no sign shall be installed that would prevent a traveler from obtaining a clear view of approaching vehicles for a distance of 500 feet along the highway (§5404).
- Message center signs may not include any illumination or message change that is in motion or appears to be in motion or that changes or exposes a message for less than four seconds. No message center sign may be located within 500 feet of an existing billboard, or 1,000 feet of another message center display, on the same side of the highway (§5405).

Response to Mr. Scott Shelley Comments Outfront Media Garden Grove Digital Billboard November 7, 2019

• No advertising display may be placed or maintained on property adjacent to a section of a freeway that has been landscaped if the advertising display is designed to be viewed primarily by persons traveling on the main–traveled way of the landscaped freeway (§ 5440).

Additional restrictions on outdoor signage are found in the California Vehicle Code. Vehicle Code §21466.5 prohibits the placing of any light source "...of any color of such brilliance as to impair the vision of drivers upon the highway." Specific standards for measuring light sources are provided. The restrictions may be enforced by Caltrans, the California Highway Patrol, or local authorities.

The Federal Highway Administration (FHWA) has entered into written agreements with various states as part of implementation of the Highway Beautification Act, including written agreements dated May 1965 and February 1968. The agreements generally provide that the State would control the construction of all outdoor advertising signs, displays, and devices within 660 feet of the interstate highway right-of-way. The agreements provide that such signs shall be erected only in commercial or industrial zones, and are subject to the following restrictions:

- No signs shall imitate or resemble any official traffic sign, signal, or device, nor shall signs obstruct or interfere with official signs.
- No signs shall be erected on rocks or other natural features.
- Signs shall be no larger than 25 feet in height and 60 feet in width, excluding border, trim, and supports.
- Signs on the same side of the freeway must be separated by at least 500 feet.
- Signs shall not include any flashing, intermittent or moving lights, and shall not emit light that could obstruct or impair the vision of any driver.

Finally, The Garden Grove Municipal Code includes sign standards for billboards (Municipal Code §9.20.110: Billboards) that allows for the construction of new billboards within the City only upon relocation of existing billboards. The sign standards prohibit relocation of billboards to a site that is closer than 300 feet to an existing billboard. The standards also provide maximum square footages for sign faces, and prohibits the construction of any electronic billboard within 1,000 feet of any other electronic billboard or within 350 feet of any residentially zoned property. The Application for the proposed digital billboard includes Conditions of Approval (COA) for Site Plan No. SP-076-2019. Specifically, COA No. 15 states:

"The Applicant and the proposed Electronic Billboard shall comply will all applicable location, distance, size, operational, permit or licensing, and/or other requirements for off-premise electronic signs adjacent to the freeway right-of-way imposed by Federal or State law, including without limitation, the California Outdoor Advertising Act, California Business and Professions Code Section 5200, et. seq., and its implementing regulations, including applicable amendments thereto. To the extent such State or

Response to Mr. Scott Shelley Comments Outfront Media Garden Grove Digital Billboard November 7, 2019

Federal requirements are stricter or more limiting than the requirements imposed pursuant to these Conditions of Approval, the stricter or more limiting State or Federal requirements shall apply. The Applicant shall demonstrate compliance with all applicable State and Federal requirements to the reasonable satisfaction of the Community and Economic Development Director prior to issuance of building permits and for as long as the relocated billboard remains in place on the subject Site."

The Project applicant will be required to obtain all applicable State permits and demonstrate compliance with all applicable regulations prior to issuance of construction permits by the City of Garden Grove. While it is not anticipated as part of development of the proposed Project, in the event of any activity in Caltrans right-of-way, an Encroachment Permit will be obtained by the applicant. With adherence to Federal, State and local regulations for digital billboards, the proposed digital billboard will not create a distraction for motorists approaching the intersection of Garden Grove Boulevard and Haster Street, for motorists ascending the Westbound SR-22 onramp, for motorists on the Westbound SR-22 freeway mainline, or for motorists on the Eastbound SR-22 freeway mainline. The applicant will continue to keep Caltrans informed of the proposed Project and any future developments that could potentially impact State transportation facilities. No further action is required in response to these comments. If you have any questions please feel to contact me at 951-787-9222 or cameronh@migcom.com.

Best Regards,

Cameron Hile, Senior Analyst, MIG Inc.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.1.	SITE LOCATION: Southwest corner of
	Garden Grove Boulevard and Haster
	Street at 12862 Garden Grove Boulevard
HEARING DATE: November 7, 2019	GENERAL PLAN: International West
	Mixed Use
CASE NO. Site Plan No. SP-076-2019	ZONE: PUD-102-74 (Planned Unit
	Development)
APPLICANT: Outfront Media, LLC	APN: 101-020-55, 101-020-56
OWNER: Cedarbrook Garden Grove, LLC	CEQA DETERMINATION: Mitigated
	Negative Declaration

REQUEST:

A request for Site Plan approval to relocate certain specific existing billboards and convert them into one (1) two-sided electronic billboard located along the Garden Grove (22) Freeway at 12862 Garden Grove Boulevard in the PUD-102-74 zone. A Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been prepared for this project and will be considered for adoption along with the subject Site Plan application.

BACKGROUND:

A "billboard" is an off-premise sign, i.e., any sign identifying a use, facility, or service not conducted on the property where the sign is located, or a product that is produced, sold or manufactured on-site. Pursuant to Garden Grove Municipal Code (GGMC) Section 9.20.110, the construction of new billboards is prohibited in the City of Garden Grove (City). However, the owner of an existing legal nonconforming billboard located in the City may request City approval to relocate the existing billboard to a new location within the City by filing an application for approval of a Site Plan. In October of 2014, the City Council amended Section 9.20.110 through Amendment No. A-011-2014 to also allow existing static billboards that are proposed to be relocated to a location along the Garden Grove (22) Freeway Corridor, to be converted to electronic billboards, subject to specified criteria and conditions.

Outfront Media, which owns approximately seven (7) legal nonconforming billboard structures (with a total of 14 sign faces) within the City, has submitted the subject request to relocate two (2) of its existing billboards structures within the City (containing a total of four (4) faces – two (2) double-sided billboard structures), and convert them into one (1), new, relocated two-sided electronic billboard structure/sign (Electronic Billboard). The proposed Electronic Billboard is to be

erected on a property located along the north side of the Garden Grove (22) Freeway, at the southwest corner of Garden Grove Boulevard and Haster Street (subject Site).

The subject Site on which the proposed Electronic Billboard would be located, is an approximately 8.1-acre site that consists of two (2) parcels (101-020-55 and 101-020-56), currently developed as an integrated commercial/industrial development. The addresses on the subject Site range between 12800 through 12912. subject Site is zoned Planned Unit Development No. PUD-102-74 and maintains a General Plan Land Use Designation of International West Mixed Use. The proposed Electronic Billboard would be located on the southern portion of the subject Site, adjacent to addresses 12832 and 12812. The property owner, Cedarbrook Garden Grove LLC, maintains an administration office at 12862 Garden Grove Boulevard. The property to the north, across Garden Grove Boulevard, is zoned C-1 (Neighborhood Commercial) and is developed with two (2) hotels; to the northeast, the property is zoned C-1 (Neighborhood Commercial) and is developed with a service station, and to the northwest, are apartment units, zoned PUD-136-00 (Planned Unit Development). The properties to the west are zoned HCSP-OP (Harbor Corridor Specific Plan - Office Professional) and R-3 (Multiple-Family Residential) and are developed with an animal hospital/office and a mobile home park, respectively. The subject Site is bounded to the south, southeast, and the east by the Garden Grove (22) Freeway. To the far south and southeast, across the Garden Grove (22) Freeway, the properties are zoned O-S (Open Space) and R-1 (Single-Family Residential) and are developed with an elementary school and single-family homes, respectively.

On June 19, 2019, Outfront Media conducted a Neighborhood Meeting to gain input from the public prior to Planning Commission consideration. A total of 26 notices were mailed to property owners located within a 300-foot radius of the proposed Electronic Billboard. Additionally, per City Administration direction, a total of 110 notices were personally dropped off by City Staff at the manager's office of the mobile home park located to the west of the subject Site. City Staff informed the on-site manager of the proposed Electronic Billboard and asked that the notices be distributed to each residential unit. The mobile home park is located beyond the Code requirement of 350 feet from a residential zoned property. No one from the public attended the June 19th Neighborhood Meeting.

DISCUSSION:

Site Plan

The project Applicant has submitted the subject Site Plan application, which proposes to remove/relocate two (2) existing legal nonconforming billboard structures and convert them into one (1) 50-foot tall, Electronic Billboard located along the Garden Grove (22) Freeway Corridor, at the subject Site. The two (2) billboard structures to be relocated/removed are double-sided billboards, the first located on the south side of Chapman Avenue, west of Santa Rosalia Street, and the second, is located on the north side of Garden Grove Boulevard, west of Beach Boulevard. A total of four (4) billboard faces are proposed to be removed.

The Electronic Billboard is proposed to be located within the parking lot of an approximately 8.1-acre integrated commercial/industrial development that is located along the north side of the Garden Grove (22) Freeway, at the southwest corner of Garden Grove Boulevard and Haster Street. In order to accommodate the proposed Electronic Billboard on-site, one (1) parking space will be relocated. On the proposed Site Plan, the Applicant will restripe the existing parking spaces to provide and maintain the current number of parking spaces servicing the subject Site. The design of the proposed Electronic Billboard will include a metal clad single-support with two (2), 14 foot by 48 foot (672 square foot) electronic reader board sign faces that will be oriented toward the Freeway, facing both east and west bound traffic. Staff believes the proposed Electronic Billboard relocation and conversion satisfies the criteria and conditions for Site Plan approval pursuant to GGMC § 9.20.110.

Location

In compliance with GGMC § 9.20.110.D, the proposed Electronic Billboard would be located on commercially-zoned property within the Garden Grove (22) Freeway Corridor and would not be located within either 500 feet of any other billboard on the same side of the freeway or within 1,000 feet of any other electronic sign. Additionally, the proposed Electronic Billboard would not be located within 350 feet of a residentially-zoned property. The mobile home park to the west, and the single-family homes to the south across the Garden Grove (22) Freeway, are both beyond the required distance and will not be impacted by the proposed Electronic Billboard.

Height

Pursuant to GGMC §9.20.110.D.3.f, the permitted height of an electronic billboard shall be determined through the Site Plan review process and shall be limited to the maximum height necessary to ensure adequate visibility of the display from the Garden Grove (22) Freeway. Requested height of an electronic billboard must be justified through a balloon or flag test, or other similar test, conducted at the applicant's cost, and unless special circumstances necessitate a taller sign, as demonstrated through a balloon or flag test, or other similar test, no electronic billboard may exceed 60 feet in height, as measured from finished grade to the top of the billboard structure. In September 2018, the Applicant performed a flag test and determined that the allowable code height of 50 feet above the finished grade of the subject Site would provide the necessary height for visability.

Supporting Structure and Sign Faces

GGMC § 9.20.110 allows up to two (2) steel supports and 680 square feet of sign area. The proposed Electronic Billboard would be supported by a single steel pole, and each sign face will be approximately 672 square feet in area. As required by GGMC § 9.20.110, the proposed Electronic Billboard faces will be oriented for viewing toward the Garden Grove (22) Freeway and away from any residentially-zoned property. In addition, the proposed Electronic Billboard will be subject to several conditions of approval and mitigation measures designed to limit light and

glare impacts from the electronic sign, which includes the requirements that brightness of the sign be adjusted in accordance with ambient light levels and limit the maximum brightness of the sign, that all messages displayed on the electronic sign be static and not contain special visual effects that include moving or flashing lights, and that the minimum display duration for all messages not be less than eight (8) seconds.

Removal of Existing Billboard Faces

GGMC § 9.20.110 requires that for every billboard face proposed to be relocated/converted from within the City to an electronic billboard face along the Garden Grove (22) Freeway, at least two (2) vinyl billboard faces shall be removed. The Applicant has proposed to remove four (4) billboard faces elsewhere within the City in order to install the proposed Electronic Billboard along the Garden Grove (22) Freeway. The Applicant provided a list of approximately seven (7) billboard structure locations, some single-faced and some double-faced, that the Applicant proposed for removal/relocation. City Staff reviewed each location and believe that removal of the two (2) structures that were chosen would have the most impact in improving the visual aesthetics in the areas in which they are located.

Billboard Relocation Agreement

GGMC § 9.20.110.D.3.k provides that, as a condition of approval of the relocation and/or conversion of a billboard to an electronic billboard, the owner of the electronic billboard must execute a Billboard Removal and Relocation Agreement (Relocation Agreement) with the City pursuant to California Business and Professions Code section 5412 on terms approved by the City Council. If the Planning Commission approves the requested Site Plan, Staff will take a Relocation Agreement, negotiated with the Applicant, to the City Council for consideration. The project Applicant cannot proceed with the proposed project until and unless the City Council approves a mutually acceptable Relocation Agreement.

Mitigated Negative Declaration

In conjunction with the proposed project, the City (through a consultant) has prepared an Initial Study and Mitigated Negative Declaration ("IS/MND") in accordance with the California Environmental Quality Act ("CEQA") analyzing the potential environmental impacts of the proposed Electronic Billboard. 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 complied with. These mitigation measures are incorporated as Conditions of Approval to the proposed Site Plan. The City Council will consider adoption of the Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program in conjunction with its consideration of the Relocation Agreement. The Planning Commission is required to hold a public hearing concerning the IS/MND and make a recommendation regarding its adoption.

CASE NO. SP-076-2019

RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

 Adopt a Resolution approving Site Plan No. SP-076-2019, subject to the recommended Conditions of Approval, and recommend that the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the proposed Project.

LEE MARINO

Planning Services Manager

By: Paul Guerrero

Senior Frogram Specialist / Real Property Agent

Attachment: Initial Study/Mitigation Negative Declaration/Mitigation Monitoring and

Reporting Program

RESOLUTION NO. 5967-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-076-2019 FOR A BILLBOARD RELOCATION TO 12862 GARDEN GROVE BOULEVARD, ASSESSOR'S PARCEL NO. 101-020-55, 101-020-56 AND RECOMMENDING THE CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROJECT.

WHEREAS, the City of Garden Grove (City) has received a request for approval of Site Plan No. SP-076-2019 for a billboard relocation in accordance with Garden Grove Municipal Code Section 9.20.110 to allow the relocated billboard on land located at the southwest corner of Garden Grove Boulevard and Haster Street at 12862 Garden Grove Boulevard, Assessor's Parcel Numbers 101-020-55 and 101-020-56 (subject Site);

WHEREAS, if Site Plan No. SP-076-2019 is approved, it is contemplated that the City Council will also consider approval of a Relocation Agreement pursuant to Business and Professions Code Section 5412 pertaining to the removal of two existing billboard structures within the City and erection and maintenance of the relocated electronic billboard pursuant to Site Plan No. SP-076-2019; and

WHEREAS, Site Plan No. SP-076-2019 and the Relocation Agreement are collectively referred to herein as the "Project"; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Garden Grove in regular session assembled on November 7, 2019, does hereby approve Site Plan No. SP-076-2019, subject to the adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project and approval by the City Council of a Billboard Removal and Relocation Agreement (Relocation Agreement) between the City and the Applicant.

BE IT FURTHER RESOLVED as follows:

- 1. The Planning Commission has considered the proposed Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program with comments received during the public hearing process.
- 2. 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 will have a significant impact on the environment with mitigation measures.
- 3. The Planning Commission recommends adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program to the City Council.

4. 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 Community and Economic Development Director.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-076-2019, the Planning Commission of the City of Garden Grove does hereby report as follows:

- 1. The subject case was initiated by Outfront Media, LLC (Applicant).
- 2. The Applicant requests approval of Site Plan No. SP-076-2019 to relocate two (2) existing billboard structures and convert them into one (1), new relocated two-sided electronic billboard structure/sign (Electronic Billboard) located along the Garden Grove (22) Freeway at 12862 Garden Grove Boulevard in the PUD-102-74 zone. The site is an approximately 8.1-acre site that consists of two (2) parcels (101-020-55 and 101-020-56), with addresses that range between 12800 through 12912. The proposed Electronic Billboard would be located on the southern portion of the subject Site, adjacent to addresses 12832 and 12812.
- 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 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 was prepared and circulated in accordance with CEQA and CEQA implementing guidelines.
- 4. The subject Site has a General Plan Land Use designation of International West Mixed Use and is currently zoned Planned Unit Development No. PUD-102-74. The subject Site is currently developed with an integrated commercial/industrial development.
- 5. The existing land use, zoning, and General Plan designation of subject Site in the vicinity of the subject Site have been reviewed.
- 6. A report submitted by City staff was reviewed.
- 7. Pursuant to a legal notice, a public hearing was held on November 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 November 7, 2019 and considered all oral and written testimony presented regarding the Project.

BE IT FURTHER RESOLVED, FOUND, AND DETERMINED that the facts and reasons supporting the consideration of the Planning Commission, as required under Municipal Code Section 9.24.030 and 9.20.110, are as follows:

FACTS:

Pursuant to Garden Grove Municipal Code (GGMC) Section 9.20.110.A, the construction of new billboards is prohibited in the City of Garden Grove. However, pursuant to GGMC Section 9.20.110.B, the owner of an existing legal nonconforming billboard located within the City may seek to relocate the existing billboard to a new location within the City by filing an application for a Site Plan approval with the City. The Planning Commission is empowered to approve, deny, or conditionally approve such a Site Plan application in accordance the criteria set forth in Section 9.20.110.B. Pursuant to GGMC Section 9.20.110.D, subject to the discretionary approval of a Site Plan application by the City, entry into a Relocation Agreement with the City pursuant to California Business and Professions Code Section 5412, and compliance with specified criteria and conditions, the owner of an existing legal nonconforming static billboard within the City may relocate and convert such billboard to an electronic billboard, provided such relocated and converted billboard is located within the Garden Grove (22) Freeway Corridor. Such a relocated and converted electronic billboard is deemed a legal nonconforming use and structure.

The project Applicant proposes to permanently remove four (4) existing non-electronic billboard sign faces and associated structures in the City and to construct and operate in their place one (1) relocated and converted Electronic Billboard within the Garden Grove (22) Freeway Corridor utilizing a state-of-the-art two-sided digital display.

The locations of the existing billboards that will be removed are:

- South side of Chapman Avenue west of Santa Rosalia Street (double-faced sign), and
- North side of Garden Grove Boulevard west of Beach Boulevard (doublefaced sign).

A total of four (4) billboard faces are proposed to be removed.

The proposed Electronic Billboard will be located on a parcel along the north side of the Garden Grove (22) Freeway. The column placement of the proposed Electronic Billboard will be on the southern portion of the parking lot of an approximately 8.1-

acre integrated commercial/industrial development, adjacent to addresses 12832 and 12812. The stated project Site is 12862 Garden Grove Boulevard, as the property owner maintains an administration office on-site. The subject Site consists of two (2) parcels (101-020-55 and 101-020-56) on the southwest corner of Garden Grove Boulevard and Haster Street. The addresses on the subject Site range between 12800 through 12912.

The subject Site is zoned Planned Unit Development No. PUD-102-74 and maintains a General Plan Land Use Designation of International West Mixed Use. The property owner, Cedarbrook Garden Grove LLC, maintains an administration office at 12862 Garden Grove Boulevard. The property to the north, across Garden Grove Boulevard, is zoned C-1 (Neighborhood Commercial) and is developed with two (2) hotels; to the northeast, the property is zoned C-1 (Neighborhood Commercial) and is developed with a service station, and to the northwest, are apartment units, zoned PUD-136-00 (Planned Unit Development). The properties to the west are zoned HCSP-OP (Harbor Corridor Specific Plan - Office Professional) and R-3 (Multiple-Family Residential) and are developed with an animal hospital/office and a The subject Site is bounded to the south, mobile home park, respectively. southeast, and the east by the Garden Grove (22) Freeway. To the far south and southeast, across the Garden Grove (22) Freeway, the properties are zoned O-S (Open Space) and R-1 (Single-Family Residential) and are developed with an elementary school and single-family homes, respectively.

Various Federal and State laws and regulations apply to digital signs and billboards located along highways. The proposed Electronic Billboard has been sited and designed to comply with all applicable size, spacing, and distance limits imposed by Federal and/or State law. In addition, the proposed Electronic Billboard will be subject to all applicable operational limits and requirements imposed by Federal and/or State law. The Applicant will be required to obtain a permit from the California Department of Transportation prior to erecting and operating the proposed Electronic Billboard.

The Electronic Billboard will also be subject to several Conditions of Approval and mitigation measures intended to ensure safety and to mitigate adverse impacts on nearby properties and uses, including, but not limited to, the following:

- The sign faces of the relocated billboard shall be oriented toward the freeway and shall not cause excessive light and glare impacts on the freeway, adjacent streets or adjacent properties. The sign shall comply with all standards, requirements, and limits applicable to illumination, light output, and message/image display set forth in Garden Grove Municipal Code Section 9.20.110.
- The Applicant shall demonstrate compliance with a maximum 0.3-foot candle increase over ambient light at 250 feet from the sign face at all times upon

initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City, the Applicant shall be required to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with these requirements. If increases in ambient light are found to be above the 0.3-foot candle level, the dimming level shall be adjusted until this level can be demonstrated.

- The Electronic Billboard shall be installed with sensors which automatically lower light output in accordance with atmospheric conditions (i.e., cloudy or overcast weather). Throughout sign operation, the dimness setting of the sign shall be adjusted in real time so it does not exceed the level of illumination described above.
- No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display.
- The minimum display duration time for messages shall be not less than eight (8) seconds, and the minimum display time between messages shall be not more than one (1) second.
- The minimum font size shall be established for the maximum speed on the Garden Grove (22) Freeway. The font size standard shall be in accordance with the sign industry's best practices formula.
- The operator shall submit a request and obtain permission from the City prior to installing, implementing or using any technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device.
- In the event of any failure or combination of failures that affect the Electronic Billboard's luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the Electronic Billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.

The proposed billboard relocation and conversion satisfies the criteria and conditions for Site Plan approval pursuant to GGMC § 9.20.110.

Location

In compliance with GGMC § 9.20.110.D, the proposed Electronic Billboard would be located on commercially-zoned property within the Garden Grove (22) Freeway

Corridor and would not be located within either 500 feet of any other billboard on the same side of the freeway or within 1,000 feet of any other electronic sign. Additionally, the proposed Electronic Billboard would not be located within 350 feet of a residentially-zoned property. The mobile home park to the west and the single-family homes to the south across the Garden Grove (22) Freeway are both beyond the required distance and will not be impacted by the proposed Electronic Billboard.

<u>Height</u>

Pursuant to GGMC §9.20.110.D.3.f, the permitted height of an electronic billboard shall be determined through the Site Plan review process and shall be limited to the maximum height necessary to ensure adequate visibility of the display from the Garden Grove (22) Freeway. Unless special circumstances necessitate a taller sign, as demonstrated through a balloon or flag test, or other similar test, no electronic billboard may exceed 60 feet in height, as measured from finished grade to the top of the billboard structure. The height of the proposed Electronic Billboard would be 50 feet above the finished grade of the subject Site the proposed Electronic Billboard is to be located on.

Supporting Structure and Sign Faces

GGMC § 9.20.110 allows up to two (2) steel supports and 680 square feet of sign area. The proposed Electronic Billboard would be supported by a single steel pole, and each sign face will be approximately 672 square feet in area. As required by GGMC § 9.20.110, the proposed Electronic Billboard faces will be oriented for viewing toward the Garden Grove (22) Freeway and away from any residentially-zoned property. In addition, the proposed Electronic Billboard will be subject to several conditions of approval and mitigation measures designed to limit light and glare impacts from the electronic sign, which includes the requirements that brightness of the sign be adjusted in accordance with ambient light levels and limit the maximum brightness of the sign, that all messages displayed on the electronic sign be static and not contain special visual effects that include moving or flashing lights, and the requirement that the minimum display duration for all messages not be less than eight (8) seconds.

Removal of Existing Billboard Faces

GGMC § 9.20.110 requires that for every billboard face proposed to be relocated/converted from within the City to an electronic billboard face along the Garden Grove (22) Freeway, at least two (2) vinyl billboard faces shall be removed. The Applicant has proposed to remove four (4) billboard faces elsewhere within the City in order to install the proposed Electronic Billboard along the Garden Grove (22) Freeway. The Applicant provided a list of approximately seven (7) billboard structure locations, some single-faced and some double-faced, that the Applicant

proposed for removal/relocation. City Staff reviewed each location and believes that removal of the two (2) structures that were chosen would have the most impact in improving the visual aesthetics in the areas in which they are located.

Billboard Relocation Agreement

GGMC § 9.20.110.D.3.k provides that, as a condition of approval of the relocation and/or conversion of a billboard to an electronic billboard, the owner of the electronic billboard must execute a Billboard Removal and Relocation Agreement (Relocation Agreement) with the City pursuant to California Business and Professions Code section 5412 on terms approved by the City Council. If the Planning Commission approves the requested Site Plan, Staff will take a Relocation Agreement, negotiated with the Applicant, to the City Council for consideration. The project Applicant cannot proceed with the proposed project until and unless the City Council approves a mutually acceptable Relocation Agreement.

FINDINGS AND REASONS:

Site Plan:

1. The Site Plan complies with the spirit and intent of the provisions, conditions and requirements of Title 9 and the General Plan.

Approval of the proposed Site Plan will result in the permanent removal of two (2) existing legal non-conforming billboard structures and four (4) billboard sign faces from commercial corridors and areas in the City, and the relocation of a single freeway-oriented sign structure to a commercial/industrial property, which is located along to the north side of the Garden Grove (22) Freeway.

While the General Plan does not specifically contain policies pertaining to the relocation/removal of existing billboards or the conversion of them to electronic billboards, the General Plan does contain policies that promote the use of appropriate and compatible signage in commercial areas and encourages the development of new signs that are up to date with current industry designs. Goal LU-6 of the General Plan Land Use Element calls for the "revitalization of aging, underused or deteriorated commercial corridors, centers, and properties in the City", Policy LU-6.6 provides that the City should "ensure appropriate and compatible signage is provided within commercial centers," and Policy CD-IMP-2D "encourages the development of new sign standards that are up-todate with current industry designs. The removal of the existing old legal nonconforming billboards located in established commercial areas, adjacent to residential zones, and their relocation to the Garden Grove (22) Freeway Corridor, along with the conversion of the signs to a new industry standard, will contribute to the overall improvement to these commercial areas, thereby reducing visual blight. Goal LU-4 of the General Plan Land Use Element states

that "the City seeks to develop uses that are compatible with one another." Large billboard signs are more compatible with the proposed freeway-adjacent industrial relocation site than with the areas in which the existing legal non-conforming signs to be removed are located.

Although the construction of new billboards in the City is prohibited by Title 9, the relocation of existing billboards within the City is permitted pursuant to Site Plan approval in accordance with Garden Grove Municipal Code Section 9.20.110. The proposed Site Plan application is being considered to allow the proposed Electronic Billboard located along the Garden Grove (22) Freeway. The proposed Electronic Billboard has been sited and designed to comply with all other development requirements that have been established in Section 9.20.110 (Billboards) of Title 9 of the City's Municipal Code.

2. The project will not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation, and points of vehicular and pedestrian access.

The installation of the proposed Electronic Billboard will require the relocation of one (1) parking space. The parking space will be relocated, thereby maintaining the number of parking spaces that were originally approved for the development. Sufficient parking is provided, and adequate pedestrian access will remain within the project Site.

3. The project will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The installation of the proposed Electronic Billboard will not negatively impact the existing public facilities and will not require additional improvements to public facilities to accommodate the sign. The existing streets, utilities and drainage facilities within the area are adequate to accommodate the existing development and proposed Electronic Billboard. The on-site circulation and parking are sufficient for the existing and proposed development.

4. The project will not adversely impact the Public Works Department's ability to perform its required function.

The Project has been reviewed by the Public Works Department. The installation of the proposed Electronic Billboard will not require any on or off-site improvements. Therefore, no impact to the Public Work Departments ability to perform its required functions is anticipated.

5. The project is compatible with the physical, functional and visual quality of the neighboring uses and desirable neighborhood characteristics.

The proposed Electronic Billboard is to be located within an existing commercial/industrial area, along the Garden Grove (22) Freeway Corridor. While there is a residentially-zoned property in close proximity to the subject Site, the mobile home park is located beyond the Code requirement of 350 feet from the proposed Electronic Billboard. The subject Site is bounded to the south, southeast, and the east by the Garden Grove (22) Freeway. The R-1 (Single-Family Residential) zone to the southeast, across the Garden Grove (22) Freeway is beyond the 350-foot distance Code requirement. Provided that the proposed Electronic Billboard complies with all City, State, and Federal requirements, as well as the Conditions of Approval, the proposed Electronic Billboard will be compatible with the physical, functional and visual quality of the neighboring uses. Additionally, the removal of the two (2) existing billboard structures located within the City will assist in improving the visual and physical quality of neighborhoods they are located in.

6. That through the planning and design of buildings and building placement, the provision of open space, landscaping and other site amenities will attain an attractive environment for the occupants of the property.

The Project only involves the removal and relocation of billboard sign structures and does not include the construction of any buildings. The proposed Electronic Billboard will be located on a commercial/industrial site. Accordingly, the Project will not impact the attractiveness of the environment of any occupants of the subject Site.

7. Construction of the proposed electronic billboard structure will not have an adverse effect on the public health, welfare, and safety of the community.

The proposed Electronic Billboard will be located on a 8.1-acre site that is zoned PUD-102-74 located southwest of Garden Grove Boulevard and Haster Street along the north side of the Garden Grove (22) Freeway. The subject Site is developed with an existing commercial/industrial development, surrounded by other commercial uses to the north and northeast; apartment units to the northwest; the west is developed with office and residential type uses; the Garden Grove (22) Freeway bounds along the south, southeast, and east; and to the far south and southeast, across the Garden Grove (22) Freeway, are an elementary school and single-family residences beyond the residential Code requirement of 350 feet. The proposed Electronic Billboard has been sited and designed to comply with all applicable development standards, and will be subject to all operational requirements, imposed by Federal and/or State law as well as the requirements of Section 9.20.110 Billboards of the Title 9 of the City's Municipal Code. In addition, approval of the Site Plan has been made subject to Conditions of Approval to further ensure construction and operational impacts are minimized. Further, the project Applicant and its successors will be required to comply with and implement all mitigation measures identified in the

Mitigated Negative Declaration to mitigate potentially significant environmental impacts. The 50-foot height of the proposed Electronic Billboard is the minimum necessary to ensure adequate visibility of the display from the Garden Grove (22) Freeway. The location and orientation of the proposed Electronic Billboard, the requirement that the Applicant enter into a Relocation Agreement with the City, and the required compliance by the Applicant and its successors with applicable State and Federal laws, the provisions of the Garden Grove Municipal Code, and the required mitigation measures, will ensure that any potentially adverse light, glare, or aesthetic impacts on surrounding properties are avoided or minimized.

The development pattern surrounding the subject Site is consistent with the development pattern surrounding other sites that an electronic billboard could be located on that are within the Garden Grove (22) Freeway Corridor, and the visual and aesthetic impact from the proposed Electronic Billboard on residential uses will not be significantly different than from electronic billboards on such other sites.

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.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

- 1. The Site Plan possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030 (Site Plan) and 9.20.110 (Billboards).
- 2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following Conditions of Approval, attached as "Exhibit A", shall apply to Site Plan No. SP-076-2019.
- 3. Approval of Site Plan No. SP-076-2019 shall not become effective until and unless the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and approves a Relocation Agreement with the project Applicant. In the event that a Relocation Agreement with the project Applicant is not approved by the City Council, the City's approval for SP-076-2019 shall be deemed null and void and of no effect.

EXHIBIT "A"

CONDITIONS OF APPROVAL

For Site Plan No. SP-076-2019 12862 Garden Grove Boulevard (APNs: 101-020-55 and 101-020-56)

General Conditions

- 1. The Applicant and each owner of the property shall execute, and the Applicant shall record a "Notice of Agreement with Conditions of Approval and Discretionary Permit Approval," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required within 30 days of this approval.
- 2. The term (Applicant), as used herein, shall mean and refer to each of the following: the project applicant, Outfront Media, LLC, the owner(s) of the property on which the relocated billboard is located, any future tenant of said property operating under this Site Plan approval, and each of their respective successors and assigns.
- 3. All Conditions of Approval set forth herein shall be binding on and enforceable against the "Applicant" as defined above. All Conditions of Approval are required to be adhered to for the life of the project, regardless of property ownership. Except as otherwise expressly provided in these Conditions of Approval, any changes to the Conditions of Approval require approval by the Planning Commission.
- 4. Site Plan No. SP-076-2019 shall not become effective until and unless the City Council approves a Billboard Removal and Relocation Agreement (Relocation Agreement) with the Applicant. In the event that a Relocation Agreement with the Applicant is not approved by the City Council, the City's approval for SP-076-2019 shall be deemed null and void and of no effect. Approval of this Site Plan shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations. Unless otherwise expressly specified, all other requirements of the Garden Grove Municipal Code shall apply. The Applicant shall obtain and abide by any necessary permits or licenses required to demolish and remove the existing billboards and to erect and operate the new relocated two-sided electronic billboard structure/sign (Electronic Billboard), in compliance with all applicable laws.
- 5. Minor modifications to the site plan or these Conditions of Approval may be approved by the Community and Economic Development Director, in his or her discretion. Proposed modifications to the Site Plan or to these Conditions of Approval determined by the Community and Economic Development Director not to be minor in nature shall be subject to approval of new and/or amended land use entitlements by the Planning Commission or other applicable City hearing body.

Page 2

6. The approved Site Plan, elevations, and the use of the subject Site as represented by the Applicant, are integral parts of the decision approving this Site Plan. Before major modifications may be made to the approved plans or use that result in the intensification of the approved use or create impacts that have not been previously addressed, the proper entitlements shall be obtained reflecting such changes.

Building Services Division

- 7. The proposed Electronic Billboard structure shall comply with the California Building Standards Code.
- 8. The Applicant shall prepare a soils/geotechnical report for this project that includes an evaluation of the effects of liquefaction and recommended mitigation measures.
- 9. The subject Site is located in Flood Zone "A," a FEMA-designated 100-year flood zone. Given the extent of the proposed construction on the property, the proposed development will constitute a substantial improvement. As with any substantial improvement in the flood zone, the Applicant shall comply with the Flood Area Development Requirements required by the Building and Safety Division.

Fire Department

10. The proposed Electronic Billboard shall not encroach into any required fire lane. Adequate emergency vehicle access shall be maintained at all times.

Community and Economic Development Department

11. This approval shall be for a billboard relocation pursuant to Garden Grove Municipal Code Section 9.20.110.B. Specifically, this approval authorizes the demolition and permanent removal of two (2) existing legal non-conforming billboard structures with four (4) faces in the City and the installation of a proposed relocated double-faced freeway-oriented Electronic Billboard along the Garden Grove (22) Freeway in compliance with the approved set of plans submitted with the subject Site Plan request and the requirements of Garden Grove Municipal Code Section 9.20.110 (Billboards). The Applicant's rights and obligations regarding maintenance and removal of the relocated billboard structures and sign faces shall be as established in the Relocation Agreement approved by the City Council. This Site Plan approval shall not result in the granting of any rights to the Applicant with respect to maintenance and removal of the relocated billboard than are greater than as established in the Relocation Agreement or possessed with respect to any of the legal nonconforming billboards to be removed pursuant to this Site Plan approval.

- 12. The maximum height of the proposed Electronic Billboard sign shall be 50 feet as measured from grade to top of sign. The proposed Electronic Billboard faces shall not be larger than 14 feet high X 48 feet wide (672 square feet).
- 13. The design of the proposed Electronic Billboard shall be consistent with the design approved by the Planning Commission and shown on the submitted plans. Color and material samples of the metal cladding shall be submitted to, and approved by, the Planning Division prior to issuance of building permits.
- 14. The sign faces of the proposed Electronic Billboard shall be oriented toward the freeway and shall not cause excessive light and glare impacts on the freeway, adjacent streets or adjacent properties. The proposed Electronic Billboard shall comply with all standards, requirements and limits applicable to illumination, light output, and message/image display set forth in Garden Grove Municipal Code Section 9.20.110.
- 15. The Applicant and the proposed Electronic Billboard shall comply will all applicable location, distance, size, operational, permit or licensing, and/or other requirements for off-premise electronic signs adjacent to the freeway right-of-way imposed by Federal or State law, including without limitation, the California Outdoor Advertising Act, California Business and Professions Code Section 5200, et. seq., and its implementing regulations, including applicable amendments thereto. To the extent such State or Federal requirements are stricter or more limiting than the requirements imposed pursuant to these Conditions of Approval, the stricter or more limiting State or Federal requirements shall apply. The Applicant shall demonstrate compliance with all applicable State and Federal requirements to the reasonable satisfaction of the Community and Economic Development Director prior to issuance of building permits and for as long as the relocated billboard remains in place on the subject Site.
- 16. The Applicant shall make space available for the display of emergency messaging in accordance with local, regional, and/or State protocols.
- 17. In accordance with Garden Grove Municipal Code Section 9.20.110.D, the Applicant's permanent removal of at least four (4) existing billboard sign faces and associated structures located within the City is an express condition to the City's approval of this Site Plan. Pursuant to the Applicant's proposal, two (2) existing billboard structures with a total of four (4) sign faces located within the City of Garden Grove will be permanently removed. The removal of these existing billboard structures shall be completed prior to issuance of building permits for the construction and installation of the proposed Electronic Billboard.

Page 4

- 18. The Applicant shall enter into a Relocation Agreement with the City pursuant to Garden Grove Municipal Code Section 9.20.110.D. Said Agreement shall be approved by the City Council and fully executed prior to issuance of building permits for the proposed Electronic Billboard. The schedule of performance for removal of existing billboards and installation/relocation of the proposed Electronic Billboard, the time frame for Applicant's maintenance and eventual removal of the relocated billboard on the subject Site, the implementation of applicable mitigation measures, and the donation of advertising time on the billboard for community events to the City shall be as set forth in the Relocation Agreement.
- 19. Permissible hours and days of construction of the proposed Electronic Billboard and demolition/removal of existing billboards shall be as set forth in the City of Garden Grove's Municipal Code Section 8.47.010, referred to as the Noise Control Ordinance.
- 20. The Applicant shall fully comply with and implement all mitigation measures identified in the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted in conjunction with the approval of Site Plan No. SP-076-2019 and the Relocation Agreement. Specifically, and without limitation, such mitigation measures include, but are not limited to, the following:
 - a. The Applicant shall demonstrate compliance with a maximum 0.3-foot candle increase over ambient light at 250 feet from the sign face at all times upon initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the Applicant to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance. If increases in ambient light are found to be above the 0.3foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.
 - b. The proposed Electronic Billboard shall be installed with sensors, which automatically lower light output in accordance with atmospheric conditions (i.e., cloudy or overcast weather). Throughout the proposed Electronic Billboard operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AES-1.
 - c. The operation of the proposed Electronic Billboard shall comply with the following at all times:

- No special visual effects that include moving or flashing lights shall accompany the transition between two (2) successive messages, and no special visual effects shall accompany any message display;
- The minimum display duration time for messages shall be not less than eight (8) seconds, and the minimum display time between messages shall be not more than one (1) second;
- The minimum font size shall be established for the maximum speed on the Garden Grove (22) Freeway. The font size standard shall be in accordance with the sign industry's best practices formula.
- Prior to implementing any of the following, the operator shall submit a request and obtain permission from the City: installing, implementing, or using any technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device;
- In the event of any failure or combination of failures that affect the proposed Electronic Billboard's luminance, the operator shall impose a default to an output level no higher than four (4) percent of the maximum luminance of the proposed Electronic Billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.
- d. The operator of electronic LED billboard shall submit within 30 days following June 30 of each year, a written report regarding operation of each electronic billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such electronic billboards operated by such operator within the Garden Grove (22) Freeway Corridor. The report shall, when appropriate, identify incidents or facts that relate to specific electronic billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:
 - Status of the operator's license as required by California Business and Professions Code Section 5300 et seq.;
 - Status of the required permit for individual electronic billboards, as required by California Business and Professions Code Section 5350 et seq.;
 - Compliance with the California Outdoor Advertising Act, California Business and Professions Code Section 5200 et. seq. and all regulations adopted pursuant to such Act;

 Page 471 of 494

- Compliance with California Vehicle Code Sections 21466.5 and 21467;
- Compliance with provisions of written agreements between the United States Department of Transportation and the California Department of Transportation pursuant to the Federal Highway Beautification Act (23 U.S.C. § 131);
- Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
- Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of electronic billboards within the Garden Grove (22) Freeway Corridor;
- Each malfunction or failure of an electronic billboard operated by the operator within the Garden Grove (22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and
- Operating status of each electronic billboard operated by the operator within the Garden Grove (22) Freeway Corridor, including estimated date of repair and return to normal operation of any electronic billboard identified in the report as not operating in normal mode.
- 21. The Applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning Site Plan No. SP-076-2019, as it relates to this project encompassed by Site Plan No. SP-076-2019. The Applicant shall pay the City's defense costs, including reasonable attorney fees and all reasonable other litigation related expenses, and shall reimburse the City for court costs. which the City may be required to pay as a result of such defense. The Applicant shall further pay any adverse financial award, which may issue against the City including, but not limited to, any award of attorney fees to a party making such challenge. The Applicant shall retain the right to select its counsel of choice in any action referred to herein, which shall be reasonably satisfactory to the City. In the event that any third party brings any challenge, the City shall give sufficiently prompt notice to the Applicant of such challenge and shall in all events give such notice within ten (10) days of the date that the Office of the City Attorney first learns of the challenge. Notwithstanding the foregoing, in the event any legal action or proceeding is

Page 7

filed against the City and/or applicant, seeking to attack, set aside, void or annul any of Site Plan No. SP-076-2019, as it relates to the project encompassed by Site Plan No. SP-076-2019, applicant shall have the right and obligation to either: (1) defend the City with legal counsel selected by the Applicant and reasonably satisfactory to the office of the City Attorney; or (2) request that the City rescind Site Plan No. SP-076-2019, in which case the Applicant would have no obligation to defend or indemnify the City and no obligation to make any payments described above; however, Applicant shall reimburse the City for any costs incurred or assessed against the City as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind Site Plan No. SP-076-2019 approval. The foregoing obligation to defend, indemnify and defend the City is subject to the condition that the City not voluntarily assist in any such third-party challenge or take any position adverse to the Applicant in connection with such third party challenge.

MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

<u>PUBLIC HEARING - MITIGATED NEGATIVE DECLARATION, SITE PLAN NO.</u> <u>SP-076-2019 FOR PROPERTY LOCATED AT 12862 GARDEN GROVE BOULEVARD,</u> SOUTHWEST CORNER OF GARDEN GROVE BOULEVARD AND HASTER STREET.

Applicant: OUTFRONT MEDIA Date: November 7, 2019

Request: Site Plan approval to relocate certain specific existing billboards and

convert them into one (1) two-sided electronic billboard located along the Garden Grove (22) Freeway. The site is in the PUD-102-74 (Planned Unit Development) zone. In conjunction with the request, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been prepared for this project and will be considered for

adoption with the subject site plan.

Action: Public Hearing held. Speaker(s): Cameron Heil, Collin

Smith

Action: Resolution No. 5967-19 was approved. One letter was

submitted by the Department of Transportation (DOT) regarding traffic operations, potential distraction to motorists, and outdoor advertising and encroachment permits. A follow-up letter of response from environmental consultant MIG addressed the DOT

concerns.

Motion: Lindsay Second: Soeffner

Ayes: (7) Le, Lehman, Lindsay, Nguyen, Perez, Ramirez,

Soeffner

Noes: (0) None

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 Date: 12/10/2019

purchase order to National Auto Fleet Group for seven (7) new Public Works Department utility body trucks. (Cost: \$361,322.24)

(Action Item)

OBJECTIVE

To secure City Council authorization to purchase seven (7) new Public Works Department utility body trucks from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #120716.

BACKGROUND

The Public Works Department has seven (7) utility body trucks that currently meet the City's guidelines for replacement and were approved through the Fiscal Year 2019/20 budget process. These trucks are replacing vehicles from the Water Department, and Parks and Building Maintenance Divisions. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Current pricing for these vehicles are good until December 31, 2019. Thereafter, the Ford F-250 regular cab will increase by \$1,022, the Ford F-250 super cab will increase by \$1,621, and the Ford F-450 will increase by \$1,814, as of April 9, 2020. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group Ford F-250 regular cab (Water Department)	\$45,009.50*
National Auto Fleet Group Ford F-250 regular cab (Parks Division)	\$45,660.91*
National Auto Fleet Group Ford F-250 regular cab (Water Department)	\$46,338.43*
National Auto Fleet Group Ford F-250 super cab (Building Maintenance)	\$46,812.58*
National Auto Fleet Group Ford F-250 regular cab (Parks Division)	\$51,799.85*

National Auto Fleet Group \$52,105.44* Ford F-250 super cab (Water Department)

National Auto Fleet Group \$73,595.53* Ford F-450 regular cab (Water Department)

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$361,322.24 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

• Authorize the Finance Director to issue a purchase order in the amount of \$361,322.24 to National Auto Fleet Group for the purchase of seven (7) new Public Works Department utility body trucks.

By: Steve Sudduth, Equipment Maintenance Supervisor

^{*} This price includes all applicable tax and destination charges.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Tom DaRé

Dept.: City Manager Dept.: Police Department

Subject: Appropriation of funding and Date: 12/10/2019

adoption of a Resolution approving two new Community Service Officer positions and one Senior Program Specialist position to support a parking

enforcement program. (Action

Item)

OBJECTIVE

To seek City Council approval to appropriate funds for salary, benefits and equipment for two (2) new full-time Community Service Officer (CSO) positions, which will be assigned to the Police Department's Neighborhood Traffic Unit (NTU), and one (1) full-time Senior Program Specialist assigned to Public Works.

BACKGROUND

For many years, the Department had one full-time CSO assigned to the NTU to handle vehicle abatement and other unit-related duties as assigned. This position was funded by OCTA, but that funding stream ended in 2013 and no one has been specifically assigned to handle vehicle abatement since that time, due to budget limitations. As a result, sworn officers have been routinely diverted from their primary law enforcement duties to handle vehicle abatement tasks.

Public Works is responsible for managing the parking citation contesting program and is the primary contact for issues related to parking citations. The City has a structured parking control system in place, which includes electronic devices to issue citations, a fee schedule for the various types of citations, and Public Works handles collecting fees and citations disputes.

With the addition of two new Community Service Officers, it is anticipated the volume of citations needing to be processed and/or possibly being contested will significantly increase. This increase would exceed current Public Works staffing capabilities, as the current Parking Citation Coordinator is a part-time employee who is limited to 1,000 hours per fiscal year.

DISCUSSION

Illegal parking, the city's RV ordinance, and abandoned vehicles have been identified by community members and business owners, as quality-of-life issues that the city needs to address, and the Police Department agrees. In one year, the Department received more than 3,000 calls from the public related to abandoned and/or illegally parked vehicles, representing four

(4) percent of total calls for service. Without the needed support provided by a CSO, the impact to the time spent by sworn officers handling parking issues is approximately 260 hours per year.

The Department has determined that the community would be best served by reestablishing the vehicle abatement program supported by the addition of two full-time CSO's. These CSO positions will require contact with the general public, the ability to deal courteously and effectively with others, and represent the City in a positive manner. These positions are distinguished from other law enforcement classifications by their emphasis on enforcing parking regulations, handling vehicle abatement, and assisting the NTU with the various community/city events held throughout the year.

The Police Department has a current active list of candidates to fill these two CSO positions, which avoids the need to conduct a recruitment and testing process to fill these positions. With the addition of two new CSO positions, an increased workload related to administration of citation processing is anticipated. The Public Works Department oversees the administration of citation processing, and will need an additional position for the increased volume of work. To that end, Public Works requests the addition of one (1) full-time Senior Program Specialist position that would be responsible for the administration of citation processing.

FINANCIAL IMPACT

Anticipated approximate one-time and ongoing General Fund costs for the enhanced program are as follows:

- (2) fully outfitted vehicles for CSOs @ \$46,816 ea. = \$93,632 (one-time)
- Annual fleet costs for (2) vehicles @ \$24,000 ea. = \$48,000 (ongoing)
- Uniforms/equipment for (2) CSOs @ \$12,000 ea. = \$24,000 (one-time)
- Salary/benefits for (2) H-step CSOs @ \$109,344 = \$218,688 (ongoing)
- E-citation device rental; (2) @ \$1,200/yr. = \$4,800 (ongoing)
- Salary/benefits for (1) H-step Senior Program Specialist= \$148,838 (ongoing)

Total approximate one-time costs: \$117,632
Total approximate ongoing costs: \$420,326
Total approximate first year cost: \$537,958

RECOMMENDATION

It is recommended that the City Council:

- Appropriate funds from the General Fund for one-time and ongoing costs for two (2) full-time Community Service Officers, and purchase their required uniforms and equipment;
- Appropriate funds from General Fund for the purchase and annual maintenance costs of two (2)
 fully outfitted vehicles to be used by the Community Service Officers, who will be assigned to
 the Police Department's Neighborhood Traffic Unit; and
- Appropriate funds from General Fund for one (1) full-time Senior Program Specialist position assigned to Public Works; and
- Adopt a Resolution adding two new Community Service Officer positions and one new Senior Program Specialist position.

By: Patrick Gildea, Lieutenant

ATTACHMENTS:

Description Upload Type File Name

 $Resolution \quad 12/5/2019 \; Resolution \quad \frac{12\text{-}10\text{-}}{19\text{_CC_Resolution_to_add_new_positions_for_parking_enforcement_program_support.pdf}$

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE ADDITION OF TWO NEW COMMUNITY SERVICE OFFICER POSITIONS AND ONE SENIOR PROGRAM SPECIALIST POSITION

WHEREAS, the City Council unanimously approved staff to establish a parking enforcement program at the City Council meeting held on November 12, 2019;

WHEREAS, the new program will require additional City staffing; and

WHEREAS, Section 2.44.140 of the Garden Grove Municipal Code provides that the City Council authorizes the number and classification of full-time permanent positions in the various City departments and shall be set forth by resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does establish the following:

- 1. Two (2) new positions will be added to the full-time permanent authorized position list in the classification of Community Service Officer (E131).
- 2. One (1) new position will be added to the full-time permanent authorized position list in the classification of Senior Program Specialist (M166).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott Stiles From: Lisa Kim

Dept.: City Manager Dept.: Community and Economic

Development 12/10/2019

Subject: Adoption of a Resolution to approve Date:

a Master Ground Lease between the

City of Garden Grove and MWillowick Land LLC. (*Action*

Item)

OBJECTIVE

To consider a Resolution to authorize approval and execution of a Master Ground Lease between the City of Garden Grove (Landlord) and MWillowick Land LLC (Tenant) for the management and control of the property located at 3017 West 5th Street in the City of Santa Ana, most commonly known as the Willowick Golf Course.

BACKGROUND

The Willowick Golf Course is an 18-hole commercial golf course owned by the City since 1964. The golf course and its amenities, which include a clubhouse and restaurant have historically produced a net positive income stream to the City's General Fund. Over the past few years, the Willowick operations has experienced a gradual decline in income that is likely commensurate with golf popularity waning. Concurrently, an expiring management agreement for Willowick has made continuing the golf operations uncertain. Given these factors, initial efforts to explore long-term economic sustainability of Willowick commenced. From an approved 2017 Memorandum of Understanding, early discussions associated with potential reuse of the Willowick property initiated between the Cities of Garden Grove and Santa Ana. Through a progression of Joint Study Session meetings between Garden Grove and Santa Ana (December 2018 and April 2018), the Envision Willowick community engagement efforts (September through October 2018), and release of the Request for Proposals (April through June 2019), a comprehensive effort to explore the future of Willowick was proceeding.

Willowick Request for Proposal (RFP)

The response to the Willowick RFP resulted in twelve respondents of which nine (9) contingent proposals and three (3) non-contingent cash offers were received. In July 2019, eight (8) contingent proposers were invited to a presentation and interview process by the City of Garden Grove in collaboration with the City of Santa Ana. Evaluations of the non-contingent cash offers proceeded under a separate process by the City of Garden Grove.

Willowick Alternative Proposals

Unexpectedly, various entities have offered alternative proposals to acquire Willowick on the condition that

the transaction is completed prior to December 31, 2019. This was an unanticipated development. Given the economic magnitude, a comprehensive review and negotiations of the alternative proposals was conducted to determine potential long-term economic sustainability for Garden Grove and Santa Ana. The alternative proposals were offered by the following entities:

- 1. InSite Property Group
- 2. Landspire Lyon Living Integral Development, LLC
- 3. Majestic Realty Co.
- 4. McWHINNEY Real Estate Services, Inc. ("McWHINNEY")
- 5. West Coast GC Group, LLC

At the November 26, 2019 meeting, staff received City Council direction to finalize negotiations of a Master Ground Lease with McWHINNEY for consideration at the December 10th City Council meeting.

Pending Litigation

The City of Garden Grove has disclosed to McWHINNEY that there is currently pending litigation affecting the Willowick Property brought by Orange County Communities Organized for Responsible Development. While a Temporary Restraining Order has been issued on November 26, 2019, the City is permitted to continue to negotiate an agreement for the disposition of Willowick and the City Council can approve a final agreement at its regular meeting of December 10, 2019 provided the agreement doesn't become effective or the disposition consummated until after the court's decision on the scheduled hearing on a preliminary injunction, provided the court's decision does not enjoin the City from consummating the transaction. A preliminary injunction hearing is scheduled for December 17, 2019.

DISCUSSION

Founded in 1991, McWHINNEY is a comprehensive real estate development, investment and management firm that has demonstrated experience with community engagement and outreach, planning, entitlements and development execution. McWHINNEY brings a dynamic approach and philosophy that puts "Place-Making First". With over 30 years of experience in developing large-scale, mixed-use developments, it is recommended that McWHINNEY be selected as the development partner to help guide the future of Willowick to achieve future long-term economic sustainability and deliver community benefits to both Garden Grove and Santa Ana. These benefits could include the following:

- The creation of new jobs benefitting Garden Grove and Santa Ana residents;
- The development of new or improved park and recreation facilities and other infrastructure;
- A sustainable funding source for programs that support the development of additional affordable housing in Garden Grove; and
- Additional funding to support public safety, economic development initiatives, small business assistance programs, community health and welfare programs, and similar initiatives and activities in Garden Grove.

Proposed Master Ground Lease

The City Council is requested to approve a Master Ground Lease with a McWHINNEY affiliated entity, MWillowick Land LLC that would provide for MWillowick Land LLC to act on behalf of the City for all purposes in management and control of the Property subject to the Master Ground Lease. At the time of agenda posting, the final Master Ground Lease was not completed. Staff anticipates a substantially final form of Master Ground Lease will be available at December 10, 2019 meeting.

A copy of the Term Sheet dated December 5, 2019 is provided. A general overview of the lease structure to be memorialized in the final Ground Lease is summarized below:

Master Ground Lease Term: 55 years

Initial Payment: \$2 million

Ongoing Lease Payment(s): The City will receive ground lease payment of 85% of the net land sale and ground rent value and MWillowick Land LLC shall receive 15% of such value.

Pre-development Costs: MWillowick Land LLC shall be responsible for all pre-development costs including: outreach and community engagement, planning, entitlements, finance, and infrastructure development.

Option Parcel(s): Following approval of entitlements, MWillowick Land LLC may exercise an option to purchase up to 30 acres of Willowick Property in which the City will be entitled to receive 85% of the sale proceeds by MWillowick Land LLC.

Ground Lease Development: MWillowick Land LLC may convert the remainder of the Property to a vertical parcel developer and enter into Developer Ground Leases and/or Third Party Ground Leaseswith parcel developers of which the City shall receive 85% of the net ground rent value and MWillowick Land LLC shall receive 15%.

Golf Course Operations: MWillowick land LLC will be responsible for leasing and contracting a qualified operator for interim operations.

FINANCIAL IMPACT

Subject to entitlements and performance of the Property, it is anticipated that the City may realize increased income streams comprised of the Option Parcels and a combination of eight-five percent (85%) share of the Base Rent and Percentage Rent over the term of the Ground Lease, thereby achieving a long-term economic sustainability for Garden Grove.

RECOMMENDATION

It is recommended that the City Council:

Adopt the Resolution authorizing approval and execution of a Master Ground Lease between the City
of Garden Grove and MWillowick Land LLC in substantially the form presented at the meeting; and,
authorize the City Manager to execute the agreement and approve minor modifications deemed
necessary.

LISA L. KIM

Assistant City Manager/Community and Economic Development Director

ATTACHMENTS:

Description Upload Type File Name

Attachment

L - 12/6/2019 Resolution GG_RESOLUTION_APPROVING_LEASE_OF_WILLOWICK_GOLF_COURSE_PROPERTY_(JHE_Revisions)_(1).pdf

Resolution Attachment 2 – Term

Backup
Sheet dated 12/6/2019 Material Willowick_-_Updated_McWhinney_Term_Sheet_-_12-6-2019_v2_CLEAN.pdf

December 6, 2019

CITY OF GARDEN GROVE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A MASTER GROUND LEASE BETWEEN THE CITY OF GARDEN GROVE AND MWILLOWICK LAND LLC FOR THE WILLOWICK GOLF COURSE PROPERTY

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY FINDS AND DETERMINES AS FOLLOWS:

The City of Garden Grove ("City") owns that certain real property consisting of approximately 100 acres and commonly referred to as the Willowick Golf Course ("Willowick"), located at 3017 W. 5th Street, Santa Ana, California.

The City acquired Willowick in 1964 and has operated Willowick as a commercial golf course since.

The City Council considers Willowick to be a City asset held for purposes of investment and revenue generation to support City services.

During the City's ownership of Willowick, revenue generated by the golf course and ancillary operations at Willowick has been utilized not only to operate the golf course, but also to help fund City services to Garden Grove residents.

In recent years, revenue generated by the Willowick asset to support City services has declined.

The City Council wishes to increase the revenue-generating potential of the Willowick asset to continue fund important City services.

Beginning in 2017, the City commenced a public process to evaluate the potential for redeveloping and reusing Willowick to achieve long-term economic and community benefits. This public process included:

- Approval of a Memorandum of Understanding with the City of Santa Ana in September of 2017 to jointly explore and evaluate the potential for redevelopment of Willowick;
- A December 4, 2017 joint Garden Grove and Santa Ana City Council meeting to discuss Willowick;

1459263.1 Page 484 of 494

- Approval in April of 2018 of an "Agreement Between City of Santa Ana and City of Garden Grove to Explore the Redevelopment of the Willowick Golf Course Site in the City of Santa Ana";
- Presentation of a status report at the August 28, 2018 Garden Grove City Council meeting about progress in evaluating potential reuse of Willowick.
- Publication in August 2018 of a separate "Envision Willowick" Internet web page on the City's public website to inform community members about the process of developing a vision plan for the redevelopment of Willowick.
- Four community workshops held in Santa Ana in 2018 to solicit community input and feedback on the vision plan for Willowick.
- The development of an economic analysis and a "Visioning Document" to be used as a guide and act as a resource in the preparation of a development plan for Willowick, which were published on the City of Garden Grove website and presented at a public meeting in January 2019.
- A January 29, 2019 joint Garden Grove and Santa Ana City Council meeting to discuss the potential redevelopment of Willowick and preparation of a Request for Proposals.

In April 2019, the City issued a Request for Proposals ("RFP") soliciting proposals from potential master developers for Willowick. An objective of the RFP was to obtain viable proposals for reusing and redeveloping Willowick to achieve sustainable long-term economic and community benefits for Garden Grove and Santa Ana.

The City received twelve proposals in response to the RFP, including three non-contingent cash offers to acquire the property.

On October 7, 2019, Orange County Communities Organized for Responsible Development ("OCCORD") filed a petition for writ of mandate and complaint for declaratory and injunctive relief seeking an order and adjudication from the court directing Garden Grove to comply with the Surplus Land Act prior to the disposition of Willowick, notwithstanding the fact that Willowick is not "surplus land."

The Surplus Land Act provides that, prior to disposing of "surplus land," local agencies shall first offer such "surplus land" to housing sponsors and other public agencies for the development of affordable housing and parks and open space.

The Surplus Land Act does not require public agencies to treat all property it wishes to dispose of as "surplus land." The Act defines "surplus land," in part, as "land owned by a local agency, that is determined to be no longer necessary for the agency's use." As recently recognized by the Court of Appeal in *Anderson v. City of San Jose* (Nov. 26,

1459263.1 Page 485 of 494

Resolution No. Page 3

2019) No. H045271, 2019 WL 6317875, at *17, the determination of whether a particular piece of property is "surplus" – i.e., "no longer necessary for the agency's use" – is entirely within the local government's discretion.

The Garden Grove City Council has not declared Willowick to be "surplus" and does not consider Willowick to be "surplus land" within the meaning of the Surplus Land Act. In pursuing the potential future reuse and redevelopment of Willowick through a sale or lease transaction, it is the City Council's intent that Willowick will continue to be used as an asset that not only provides community benefits, but also generates revenue that can be used to help fund important City services for the benefit of Garden Grove residents.

These benefits could include, without limitation, the creation of new jobs benefitting both Santa Ana and Garden Grove residents; funding for the development of new or improved park and recreation facilities and other infrastructure in Garden Grove; funding for City programs that support the development of additional affordable housing in Garden Grove; and additional funding to support public safety, economic development initiatives, small business assistance programs, community health and welfare programs, and similar programs and initiatives in Garden Grove.

On October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486, will amend the Surplus Land Act effective January 1, 2020. These amendments will include, among others, changing the existing, long-standing definition of "surplus land;" providing that land shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue."

The intended cooperation with Santa Ana and consideration of contingent offers from developers require long-term review and negotiation of possible disposition agreements that could not have been considered and fully negotiated until after January 1, 2020 when the amendments of the Surplus Land Act under AB 1486 would have taken effect. Consequently, Garden Grove initially decided that it would put the RFP process on hold pending the possible compliance with the Surplus Land Act as amended by AB 1486 in January 2020.

However, despite the pending litigation, various entities and proposers continued to express interest in buying or leasing Willowick for potential redevelopment on the condition that the transaction be consummated prior to January 1, 2020.

The City has received and considered multiple offers to purchase or lease Willowick on the condition that transfer of the land occurs on or before December 31, 2019.

McWhinney Real Estate Services, Inc. has submitted a proposal pursuant to which it, or one or more affiliates, would act as the master developer of Willowick under a long-term

1459263.1 Page 486 of 494

ground lease. Under the proposed ground lease, the master developer will be responsible for the outreach and community engagement, planning, entitlement, and operation of Willowick, and the City will realize 85% of the value generated by the use of the property over the term of the lease. These funds will provide the City with a sustainable, long-term source of revenue to fund City services and programs that benefit Garden Grove residents, including, but not limited to, programs that provide monetary incentives for the development of additional low and moderate-income housing in Garden Grove and provide other benefits to Garden Grove residents.

Under the proposed ground lease, Willowick will continue to be operated as a golf course for an interim period.

The City Council finds that the proposed ground lease will allow Willowick to continue to be used by the City in a manner that best achieves sustainable long-term economic and community benefits for both Garden Grove and Santa Ana, consistent with a key objective of the RFP process.

Under the California Environmental Quality Act, California Public Resources Code Section 21000, et seq., ("CEQA") and the implementing regulations set forth at Title 14 California Code of Regulations Section 15000, et seq. ("Guidelines"), CEQA applies only when a public agency has "approved" a project. For these purposes, "approval" means the decision by a public agency which commits the agency to a definite course of action. (CEQA Guidelines section 15352.) Here, approval of the ground lease does not commit Garden Grove or the developer to any specific construction plan or project. Furthermore, the redevelopment proposal under the ground lease is not defined well enough to provide meaningful information for environmental assessment.

On December 7, 2019, the Court in the OCCORD lawsuit issued a temporary restraining order restraining and enjoining the City from consummating any disposition, sale, lease, transfer, and/or conveyance of Willowick to any person or entity, pending a hearing on an order to show cause scheduled for December 17, 2019. In adopting this Resolution, it is the City Council's intent to conditionally approve the proposed ground lease agreement, subject to the pending temporary restraining order being dissolved and the Court not issuing a preliminary injunction following the December 17, 2019 hearing restraining the City from entering into the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove that the Ground Lease between the City of Garden Grove and MWillowick Land LLC in substantially the form presented at the meeting is hereby approved and the City Manager is hereby authorized to execute the Ground Lease and to sign all other documents necessary and appropriate to carry out and implement the Ground Lease, if and at such time as the City and the City Manager are no longer restrained and enjoined by order of the Court from doing so. The City Manager is further authorized to approve minor modifications to the Ground Lease as they may be deemed necessary.

1459263.1 Page 487 of 494

Resolution No. Page 5		
Approved and adopted this 10 th da	y of December 2019.	
ATTEST:	Mayor	
City Clerk		

1459263.1 Page 488 of 494



Willowick Golf Course City of Garden Grove

Revised: December 6, 2019 (ver 2)

The following is an outline of the material terms for a transaction between McWhinney and the City of Garden Grove to be completed by December 23, 2019 with the goal of re-entitling the property from a golf course to a mixed-use multi phased development. Other more detailed terms will be set forth in the transaction documents.

Initial Master Ground Lease

- A newly formed entity controlled by McWhinney, MWillowick Land, LLC ("Tenant") will lease the land from the City with a master ground lease, for a initial cash payment of \$2.0 million. The ground lease will be completed and executed by both parties by December 23, 2019.
- The Master Ground Lease will have an initial term of 55 years.
- The City will receive additional deferred payments as detailed below, based on the City receiving 85% of the net value and the Tenant receiving 15% of the net value.

Entitlement & Planning

- Tenant will lead all community outreach, planning, and entitlements.
- The Tenant will be responsible for the cost of its pre-development, planning, entitlements, financing, infrastructure design and developer fees (collectively, "Predevelopment Costs") and infrastructure development, with the ability to utilize first priority land debt and/or public financing opportunities, as appropriate to fund these costs. The City will fully cooperate with those public financing opportunities.
- Net income from the golf course may be used to fund Predevelopment Costs or other project expenses, and the City will have no affirmative payment obligations towards such costs.

Termination Rights

- The City (and Tenant) will have the right to terminate the Master Ground Lease if substantial entitlements satisfactory to Tenant, are not obtained within three years from execution of the Lease ("Entitlement Period"). The Entitlement Period will be extended day-for-day on account of Force Majeure (to be defined in the Master Ground Lease) which will include, without limitation, the period and pendency of any litigation, stay, or moratoria related to the Surplus Land Act, CEQA, the City's authority or ability to enter into the transaction, or to hinder the project, until such issue has been fully resolved, beyond all appeal period, in favor of the project (collectively "City Legal Impediment"). In addition, Tenant may extend the Entitlement Period for two additional periods of one year each, by paying the City as additional rent, \$500,000 per extension. In the case of such termination, the Tenant would not receive a refund of the initial cash payment or extension payments (if applicable).
- Tenant will have the right to terminate the Master Ground Lease, on an ongoing basis, in connection with adverse developments, adverse outcomes, or new instances in City Legal Impediments as determined by Tenant, acting reasonably, and in such event, will receive a return of the initial cash payment, except for \$200,000 thereof



Master Ground Lease Conversion

- Following the Entitlement Period and any infrastructure development phase, which may occur
 on a parcel by parcel basis, the developable parcels may be converted by the Tenant from the
 master ground lease into one of the following structures for development:
 - 1. McWhinney Parcel Ground Lease A McWhinney Landlord Entity or the Tenant entity, will acquire the parcel for a purchase price equal to 85% of the net proceeds from future ground rent described below. The McWhinney Landlord Entity or Tenant, as owner, will then in turn, ground lease the property for a financeable long-term period determined by Tenant to a McWhinney Vertical Entity for Fair Market Value rent (using BOV method provided by Tenant) with 4.5% return to landlord, escalating annually at the lesser of CPI or 2%. The City will not be a party to the Parcel Ground Lease. McWhinney Landlord Entity or Tenant will remit 85% of net proceeds from ground rent to City, and retain 15%.
 - 2. Third Party Parcel Ground Lease A McWhinney Landlord Entity or the Tenant entity, will acquire the parcel for a purchase price equal to the 85% of the net proceeds from future ground rent described below. The McWhinney Landlord Entity or Tenant, as owner, will then in turn ground lease the property for a financeable long-term period to a Third Party for at a market rent, all as determined by Tenant. The City will not be a party to the Parcel Ground Lease. McWhinney Landlord Entity or Tenant will remit 85% of net proceeds from ground rent to City, and retain 15%.
 - 3. **McWhinney Option to Purchase** Tenant would exercise the option to take down a parcel for a purchase price equal to 85% of the net proceeds of the transaction described below, and then sell the land to a McWhinney vertical entity at a Fair Market Value (using BOV method provided by Tenant) price, at which point the vertical entity will own the property outright. Tenant will retain 15% of net proceeds, and remit 85% of net proceeds to City as purchase price under the option.
 - 4. **Third Party Parcel Sale** Tenant will acquire the parcel temporarily for a purchase price equal to 85% of the net proceeds of the transaction described below, and then sell the land to a third party at a market price determined by Tenant. Tenant will remit 85% of the net proceeds to the City as purchase price under the option, and retain 15% of the net proceeds.
- Except with the consent of the City, up to 30 developable acres may be sold by Tenant using the McWhinney Option to Purchase and/or the Third Party Sale options. The remainder of the developable parcels will be monetized using the Parcel Ground Lease method.
- Tenant will endeavor promptly following the Entitlement Period and appropriate infrastructure development to cause there to be an initial sale of at least 30 acres of the parcels in one or more transactions (the "Initial Parcel Sales"), in order to accelerate proceeds paid to the parties.
- At the end of any Parcel Ground Lease terms, the land on the ground lease parcels will revert to the City, without payment by City.
- Tenant (or a McWhinney affiliate) will have the option of forgoing its 15% interest in the net cash from Parcel Sales or Parcel Ground Lease rent in the form of an equity interest in the applicable Vertical Entity, but the Tenant will nevertheless remit the City's 85% interest as if Tenant has received its portion of the cash proceeds.
- Any Predevelopment Costs, the initial cash payment (excluding \$200,000 of such payment, as independent consideration), infrastructure costs or other investments/costs by



Tenant/McWhinney which have not yet been recovered will be paid, at the agreed-upon rate of return of 15%, out of the project's proceeds of the Initial Parcel Sales and other initial transactions, prior to application of the net proceed sharing outlined above. Any subsequent costs, after the initial transactions, will be paid at such rate of return prior to distribution of proceeds from later transactions.

Additional Items

- Tenant will be responsible for leasing or contracting the golf course to a qualified operator for interim operations, upon commencement of the Master Ground Lease term.
- The City has no affirmative financial obligations for Tenant fees, which will be paid by the project from land monetizations:
 - Entitlement period development fee of \$750,000 per year until commencement of infrastructure construction.
 - Upon commencement of infrastructure construction: (A) a 3% development fee based on total project cost, straight lined and paid monthly, not to exceed \$100,0000 per month; (B) a 1.5% construction management fee, based on total infrastructure construction cost, straight lined and paid monthly, not to exceed \$50,000 per month; and (C) recovery of all McWhinney/Tenant direct on-site staff working on the project at cost plus 25%, and recovery of other direct support labor using allocation, at cost, including a 1.5% sales and marketing fee in connection with each Parcel sale or ground lease.
- Various other City and Tenant project expenses will be addressed by the parties in more detail in the definitive agreements.
- The City, as landlord under the Master Ground Lease, will maintain responsibility for any pretransaction liabilities related to golf operations accruing prior to the first day of the Master Ground Lease and any deferred maintenance, and large capital expenditures related to the golf operations.

[No further text on this page.]



This is a non-binding term sheet provided for confidential discussion purposes only, and is subject to change. Financial information, expenses, and projections include estimates, assumptions, and forward-looking statements which may not prove to be correct and which involve risks. The parties acknowledge that no provisions of this term sheet are binding upon any of the parties until such time as the parties have entered into a binding Master Ground Lease, and thereafter, the parties obligations will be governed by the Master Ground Lease and any other definitive agreements, with such modifications as the parties agree and are contained therein.

Acknowledged and agreed to:
TENANT:
MWillowick Land, LLC
By: McWhinney Real Estate Services, Inc., its manager
By: Name: Title:
CITY:
City of Garden Grove, a California municipal corporation
Ву:
Name:
Title:

Agenda Item - 7.a.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Maria Stipe

Dept.: City Manager Dept.: City Manager

Subject: Consideration to adopt a Date: 12/10/2019

Proclamation declaring December 10, 2019, as

Human Rights Day in Garden

Grove, as requested by Council Member K. Nguyen.

(Action Item)

Attached is a Proclamation for City Council consideration declaring December 10, 2019, as Human Rights Day in Garden Grove as requested by Council Member K. Nguyen.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Proclamation	12/4/2019	Proclamation	12-10- 19_Draft_Human_Rights_Day_Proclamtion.2019.pdf

PROCLAMATION

December 10, 2019 as

Human Rights Day in Garden Grove

WHEREAS, on December 10, 1948, the General Assembly of the United Nations adopted the first Universal Declaration of Human rights, proclaiming that "All human beings are born free and equal in dignity and rights";

WHEREAS, since this historic declaration 71 years ago, December 10 has been recognized internationally as Human Rights Day;

WHEREAS, the Universal Declaration asserts that recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice, and peace;

WHEREAS, disregard and contempt for human rights have resulted in acts which have outraged the conscience of humankind;

WHEREAS, a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people;

WHEREAS, the Universal Declaration is referred to as the authoritative definition of human rights standards and increasingly referred to as customary international law, which all countries must abide;

WHEREAS, the primary responsibility to promote respect for these rights and freedoms lies with each individual and each of us can play a major role in enhancing human rights; and

WHEREAS, the City of Garden Grove, reaffirms its faith in fundamental human rights, in the dignity and worth of every human person, in the global right to safe migration for all immigrants and refugees, in the equal rights of men and women, and has determined to promote social progress and better standards of human life.

NOW, THEREFORE BE IT PROCLAIMED that the City of Garden Grove declares December 10, 2019, to be Human Rights Day in the City of Garden Grove, and encourages all citizens to continue a commitment to upholding freedom, democracy and human rights in our community and around the globe.